

Mayor and Council Session

Video Conference

Join from a PC, Mac, iPad, iPhone or Android device using this URL:

<https://zoom.us/j/860528286>

Webinar ID: 860 528 286

Or join by phone:

877 853 5247 (Toll Free)

April 7, 2020 6:00 PM

Agenda

1. Call to Order

2. Roll Call

Alan Hallman

Mike Rast

Travis Horsley

Mark Adams

Chloe Alexander

3. Welcome

4. Invocation

5. Questions on Agenda Items

The public is encouraged to communicate their questions, concerns, and suggestions during Public Comments. The Council does listen to your concerns and will have Staff follow-up on any questions you raise. Any and all comments should be addressed to the Governing Body, not to the general public and delivered in a civil manner in keeping with common courtesy and decorum.

6. Consent Agenda

6.I. Approval of Minutes - March 3 and 23, 2020

6.II. Consideration And Action To Approve Arbor Day Resolution

Background:

Established in 1872, 148 years ago, Arbor Day celebrates and promotes the planting and caring for trees. This year, National Arbor Day will be celebrated on Friday, April 24th.

The City of Hapeville urges all citizens to support efforts to protect our trees and woodlands and to plant trees to gladden the heart and promote the well-being of this and future generations.

Documents:

1. 2020- Arbor Day Resolution

6.III. Consideration and Action on Easement Agreement with Raj Patel for Façade Improvements and to Authorize the Mayor to Sign all Necessary Documents

Background:

Raj Patel is owner of 845 North Central Avenue and has agreed for a mural to be painted on the side of its building. This project is supported in part by the National Endowment for the Arts. Council approved matching grant in November 2019 for \$10,000. Remaining cost will be funded through Tourism Product Development.

Documents:

1. Signed Mural Agreement with Patel for InCity Suites

6.IV. Consideration and Action on Agreement with Yehimi Cambron to Complete Mural on 845 N. Central Avenue, East Exterior and to Authorize the Mayor to Sign all Necessary Documents

Background:

This project is supported in part by the National Endowment for the Arts. Council approved matching grant in November 2019 for reimbursement of up to \$10,000. Remaining cost will be funded through Tourism Product Development. The total expected gross cost is \$27,800, net to the City of \$17,800.

Documents:

1. Signed Agreement with Yehimi Cambron for InCity Suites Mural
2. Give Each Other the World Mural
3. QBSE_City_of_Hapeville_Invoice_119

6.V. Consideration and Action to Enter into an Agreement with South Arts in the Amount of \$5,500 for the 2020-2021 Film Series and to Authorize the Mayor to Execute all Necessary Documents

Background:

For the last ten (10) years, the City has been an active participant in the Southern Circuit film series. By entering this contract, the City of Hapeville is agreeing to host a series of showings six independent films, with a reception with the filmmaker, during the period of September 1, 2020 – April 30, 2021. Hosting the series includes paying a participation fee of \$5,500 to the Southern Circuit, as well as providing event planning, hosting, and marketing and any related expenses. This will be a FY 2021 budget item. Staff recommends approval.

Documents:

1. 2020-2021Contract - City of Hapeville - Southern Circuit

6.VI. Consideration And Action To Enter Into An Agreement With Georgia Department Of Early Care And Learning For The Bright From The Start Summer Foods Program

Background:

The summer food service program (SFSP) grant has been utilized by the Hapeville Recreation Center for the past 8 years. The SFSP grant allows the City to serve food at no charge to children that attend summer camp, as well as children from around the Hapeville area. The Recreation Center serves breakfast and lunch Monday through Friday for all children under the age of 18, as well as adults with disabilities 19 and older. Breakfast is served from 8AM to 9AM and lunch from 12PM to 1PM and each meal consists of major food components like fruits and

vegetables and milk.

This is a great program for kids and adults to utilize in Hapeville and the center is looking to have this approved so they may once again use the SFSP grant during the summer months. This will be a non-matching grant. In prior years this grant has been approximately \$16,000.

Recreation staff nominates Ashley Moody as the Delegated Principal for the summer of 2020.

Documents:

1. Delegation of Authority from an Officer to a Principal

6.VII. Consideration And Action On Bail Bondsman Renewal Applications

Background:

A Swift Bonding Company and Atlantic Bonding Company have both applied for a renewal bail bondsman permit to operate within the city limits of Hapeville. Both companies are approved by the Fulton County Sheriff as required by city code section 11-3-4.

Hapeville PD has investigated both applicants as required by the code section and a copy of the investigation reports have been forwarded to Mayor and Council.

Attached for consideration are the applications and a copy of the code section.

Documents:

1. A Swift Bonding Company Renewal Application
2. Atlantic Bonding Company Renewal Application
3. Bail Bondsman Ordinance

7. Old Business

8. New Business

8.I. Discussion on Governor Brian Kemp's Executive Order

Background:

Governor Brian Kemp issued an Executive Order to ensure a safe and healthy Georgia on April 2, 2020 in response to the evolving COVID-19 pandemic. The Executive Order preempts any local resolutions and ordinances adopted by City Council, and is the controlling Order in regards to mandatory actions and restrictions applicable to all Georgia residents and visitors.

Documents:

1. Exhibit A - Executive Order 04.02.20.01
2. Statewide Shelter In Place Handout 4.2.20
3. Exhibit B - Executive Order 03.14.20.01
4. Exhibit C - US Homeland Security's Memo on Essential Critical Infrastructure Workers _

8.II. Consideration and Action on GMEBS Adoption Ordinance and Agreement - 1st Reading

Background:

Pursuant to the July 2, 2019 Mayor and Council meeting, the City authorized City staff to work with GMEBS and GMA staff to arrange for and facilitate the collection of information necessary to consider the future transfer of assets and administration of the City's Defined Benefit Plan to GMEBS. Throughout the fiscal year GMEBS, GMA and staff have worked together to effect a transition of assets and administration of the Hapeville pension plan from Mass Mutual to GMEBS. Benefits to the City of GMEBS over Mass Mutual are lower annual pension contributions and the with more municipalities using GMEBS, the City is in a more favorable recruiting position. For Council consideration and approval are the ordinance, plan documents and funds transfer. Staff recommends council approval and requests a waiver of first reading.

Documents:

1. Ordinance - GMEBS Adoption Ordinance
2. Hapeville Cover Letter (3-30-2020)
3. Hapeville Draft AA (3 30 2020)
4. Hapeville Addendum 3 30 2020
5. Defined Benefit Pension Plan 2019

8.III. Consideration and Action on Permit and Licenses Fee Resolution

Background:

Attached for consideration and action is a resolution amending and updating the City of Hapeville's fee chart. The recommended updates include:

- Renewal fee lowered for alcohol permits
- Renewal fee lowered for business licenses
- Added mobile food truck and transient vendor application fees
- Update to the Sprinkler Plan and Fire Alarm minimums
- Update to Hood Suppression System fee
- Administrative permit fee lowered for burn permits
- Updated Sewer Tap fees and Water Tap labor fee for 1"
- Removed fee for oversized copies

Staff recommends approval.

Documents:

1. Resolution - Update Fee Schedule
2. Exhibit A - Schedule of Fees
3. Current Permit and License Fees (2)

8.IV. Consideration and Action to approve an amount not to exceed \$ 1,700,000 for the engineering and construction of a quiet zone along the Norfolk Southern Railway and authorize Mayor Hallman to sign all necessary agreements related to the construction of this project pending legal review.

Background:

The Silent Crossing project consists of installing new four quad gates at 5 different rail crossing locations and making minor road changes to the Sylvan Road Crossing. This project will require significant circuitry upgrades and will take up to approximately 8 months to complete installation. After installation of the silent crossing infrastructure, a quiet zone will be

established which will eliminate trains from blowing their horns at these 5 rail crossings. There will be an annual maintenance fee of \$ 27,410 for the silent crossings. This project will be funded through TSPLOST collections. The City balance in the TSPLOST account through March 31, 2020 is \$2.19M.

Documents:

1. City of Hapeville_QZ_Agmt
2. TSPLOST 2020-03-31

9. City Manager Report

10. Public Comments

Members of the public wishing to ask a question during the public comment section of the video meeting/conference shall contact the City Clerk prior to the start of the meeting by sending an email to cepps@hapeville.org or calling 404-766-3004.

11. Mayor and Council Comments

12. Executive Session

When Executive Session is Required one will be called for the following issues: 1) Litigation O.C.G.A. §50-14-2; 2) Real Estate O.C.G.A. §50-14-3(b)(1); or 3) Personnel O.C.G.A. §50-14-3(b)(2).

13. Adjourn

Public involvement and citizen engagement is welcome as Hapeville operates a very open, accessible and transparent government. We do however remind our attendees/residents that there are times allocated for public comments on the agenda. In order for council to conduct their necessary business at each meeting, we respectfully ask that side-bar conversations and comments be reserved for the appropriate time during the meeting. This will allow the City Council to conduct the business at hand and afford our meeting attendees ample time for comments at the appropriate time during the meeting.

**State of Georgia
City of Hapeville**

Resolution 2020 –

- Whereas,** in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special Day be set aside for the planting of trees, and
- Whereas,** this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and Arbor Day is now observed throughout the nation and the world, and
- Whereas,** trees reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife, and
- Whereas,** trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood produces, and
- Whereas,** trees in our city increase property values, enhance the economic vitality of business area, and beautify our community, and
- Whereas,** trees, wherever they are planted, are a source of joy and spiritual renewal, and
- Whereas,** the City of Hapeville has been recognized as a Tree City USA by the National Arbor Day Foundation and desires to continue its tree-planting practices,

Be It and It is Hereby Resolved by the Mayor and Council of the City of Hapeville that the 24th day of April 2020 be known as

Arbor Day

In the City of Hapeville, Georgia and urge all citizens to celebrate Arbor Day and to support efforts to protect our trees to gladden the heart and promote the well-being of this and future generations.

In Witness Whereof, I have hereunto set my hand and caused the seal of the City of Hapeville to be affixed this 7th day of April 2020.

Signed:

Attest:

Alan Hallman, Mayor

City Clerk

Approved as to Form:

City Attorney

EASEMENT FOR FACADE IMPROVEMENT AND PRESERVATION

This Easement for Façade Improvements and Preservation (hereinafter referred to as "Façade Easement") is made and given on March 17, 2020, by and between Raj Patel ("Grantor") and the City of Hapeville, Georgia ("City"), a municipal corporation. The terms of this Facade Improvement Easement are as follows:

1. Grantor is the owner of certain real property more fully described in Exhibit "A," attached hereto and incorporated herein, and has a commercial structure on it, located at 845 North Central Avenue, Hapeville, GA 30354 (hereinafter referred to as the "Building").

2. This Facade Easement will assist in the preservation and protection of artwork in the form of a mural to be installed on the wall of the Building and protect the Facade Improvement(s) (as hereinafter defined and referred to as the "Mural").

3. This Facade Easement is in the nature of an easement to be in place for a term of five (5) years provided, however, that if the Facade Improvement /Mural is not maintained in a good and appropriate manner by the City, then this easement may be terminated by the Grantor after giving written notice to the City specifying in detail where the Mural has not been maintained, in a good and proper manner, and the City shall have ninety (90) days thereafter in which to make any repairs or replacements of the Mural, and if such repairs and improvements are not commenced or finalized within the ninety (90) days from the date of receipt of the written notice, then this Façade Easement shall terminate.

Unless terminated as set forth above or otherwise terminated by City with sixty (60) days' notice to grantor, this Façade Easement shall automatically renew annually. Unless the parties act to extend or modify the terms of this agreement this Easement will automatically terminate in five years from the date of execution.

4. Grantor agrees that the Mural will be installed on the east side wall of 845 North Central Avenue , Hapeville, Georgia 30354 in accordance with the designs approved by the City of Hapeville and provided to the City by the artist Yehimi Cambron and will be attached as Exhibit "B" and incorporated herein (such designs hereinafter collectively referred to as the " Façade Improvement(s) or Mural").

If at the time of execution of this agreement, the City has not provided the Grantor a pre-approved Façade Improvement(s) or Mural, then once said Façade Improvement(s) or Mural is provided to the Grantor, the Grantor may terminate this agreement within fifteen (15) days written notice from the date of receiving the Façade Improvement(s) or Mural if the Façade Improvement(s) or Mural is not to the Grantor's liking.

5. The City agrees that the Mural will be completed in compliance with the schedule

in Exhibit "C" required by the City of Hapeville.

6. The Mural will be installed by the City at no cost to the Grantor and shall be maintained by the City for the duration of this Façade Easement unless otherwise terminated as set forth herein. Installation of the Mural will not interfere with Grantor's ingress or egress to the Building or Grantor's tenants and employees' access to their places of business within the Building. Grantor agrees that the City shall, at its sole cost and expense, have the right to replace, rebuild, repair, reconstruct, and remove the Mural, as the City deems necessary. Any damage to the premises caused by the making, maintaining, replacing, rebuilding, repairing, reconstructing, and removing of the Mural shall be promptly repaired by the City, at its sole cost and expense.

7. Grantor promises that it will abide by this Facade Easement and do (and refrain from doing as the case may be) upon the premises each of the following stipulations, which stipulations it is agreed contribute to a public purpose, in that they aid significantly in the conservation of the Mural.

a. Without the express written permission of the City, no construction, alteration, or remodeling or any other thing shall be undertaken or permitted to be undertaken on the premises, which would affect the Mural except in the case of an emergency that may affect the structural integrity of the Building or pose a threat to the health and well-being of occupants of the premises.

b. Nothing may be erected on the premises which will obscure any part of the Mural from being visible to the street, alley, or public location its presence is designed to enhance.

8. In the event of a violation of any covenant, stipulation or restriction herein, in addition to any remedies now or hereafter provided by law, (i) the City may, following notice to Grantor, institute a suit to enjoin by temporary restraining order, preliminary injunction, and permanent injunction, such violation and so require the restoration of the Building, Mural and/or Façade Improvements; or (ii) representatives of the City may correct any such violation, hold Grantor responsible for the cost thereof, and such cost until repaid shall constitute a lien on the premises. The City shall have available all legal and equitable remedies to enforce Grantor's obligations hereunder, and in the event Grantor is found to have violated any of its obligations, Grantor shall reimburse City for any and all fees and costs incurred by the City, including attorney's fees. The exercise by the City of one remedy hereunder shall not in any way waive or limit any other remedy and the failure to exercise a remedy shall not have the effect of waiving or limiting the use of any other remedy or the use of such remedy at any other time.

a. To the fullest extent permitted by law, Grantor shall indemnify and hold harmless the City, and its elected officials, officers, directors, partners, employees, agents from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, consultants, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to this Façade

Easement.

9. Restrictions, stipulations and covenants contained in this instrument shall be inserted by Grantor, verbatim or by express reference, in any subsequent deed or other legal instrument by which it divests itself of title to or any lesser interest in the Building or property described in Exhibit "A" or any part thereof, including by way of example and not limitation, a lease of the Building. Any transfer of title to the property shall be subject to this Agreement.

10. Grantor at its expense shall keep the premises covered by insurance against loss or damage resulting from fire, windstorm, vandalism, explosion, and such other hazards.

11. This Façade Easement does not make either party the agent or legal representative of the other for any purpose whatsoever. The parties are not granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of the other or to bind the other in any manner whatsoever.

12. The parties shall not assign this Façade Agreement without the prior written consent of the other.

13. Any notice which either party hereto may desire or be required to give to the other party shall be in writing and shall be mailed postage pre-paid by first-class mail or hand delivered to:

City of Hapeville
City Manager
City of Hapeville
3468 North Fulton Avenue
Hapeville, GA 30354

Grantor
Raj Patel
845 North Central Avenue
Hapeville, GA 30354
Attn: Raj Patel
Property Owner

With a copy to:

City Attorney
2200 Keys Ferry Court
P.O. Box 10
McDonough, GA 30253

14. Should any term, provision, condition or other portion of this Façade Easement or the application thereof be held to be inoperative, invalid, or unenforceable, the remainder of this Façade Easement shall not be affected thereby and shall continue in full force and effect.

15. No waiver of full performance by any party shall be construed or operate as a waiver of any subsequent default or breach of any of the terms, covenants, or conditions of this Façade Easement.

16. Upon request by the City, the Grantor shall promptly provide the City with evidence of the Grantor's compliance with any obligation of the Grantor contained herein.

17. This instrument reflects the entire agreement of Grantor and the City. Any prior or simultaneous correspondence, understandings, agreements and representations are null and void upon execution hereof, unless set out in this instrument. This Agreement shall be filed in Fulton County Superior Court property records as burden on the property. Upon expiration by its terms or termination of this easement agreement, the City shall file a document with the Superior Court property records affirmatively releasing the easement right within ten (ten) days of the expiration or termination of the easement.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, GRANTOR has caused this instrument to be executed by its duly authorized representative on March 10th, 2020 (date).

(GRANTOR): By:

[Signature]

(Signature of Grantor Representative)

Rajesh A. Patel, Manager
(Printed Name & Title of Grantor Representative)

Sworn to and subscribed before me this 10th day of March, 2020

Yuly M. Isaac
Notary Public

My Commission Expires: 07/16/2023



IN WITNESS WHEREOF, the City of Hapeville, Georgia has caused this instrument to be executed by its duly authorized representative on _____ (date).

CITY OF HAPEVILLE

Alan Hallman, Mayor

Sworn to and subscribed before me this _____ day of _____, 2020

Notary Public

My Commission Expires: _____

Attest:

Crystal Griggs-Epps, City Clerk

Approved as to form:

City Attorney



Property Profile for 845 NORTH CENTRAL AVE

Property Information

Tax Year	2020
Parcel ID	14 009800090476
Property Address	845 NORTH CENTRAL AVE
Owner	APSILON MANAGEMENT BREMEN LLC
Mailing Address	3434 BROWNS MILL RD ATLANTA GA 30354
Total Appraisal	\$4,875,900
Improvement Appraisal	\$3,938,400
Land Appraisal	\$937,500
Assessment	\$1,950,360
Tax District	30
Land Area	2.5 ac
Property Class	Commercial Small Tracts
Land Use Class	Luxury Budget Motel
TAD	
CID	

Zoning

Zoning Class	not available
Overlay District	
2035 Future Development	not available

Administration

Municipality	Hapeville
Commission District	6
Commission Person	Joe Carn
Council District	LRG
Council Person	Travis Horsley, Mark Adams, Chloe Alexander
Voting Precinct	HP01
Poll Location	Hoyt Smith Center, 3444 N Fulton Ave

Congressional District	005
State Senate District	036
State House District	060

Education

Elementary School	Hapeville
Middle School	Paul D West
High School	Tri-Cities

Geographic Information

Zip Code	30354
Census Tract	108
In Less Developed Census Tract	No

Aerial View



Property Map





Exhibit C – Schedule

Artist will complete mural in a 40-day period; to be completed by August 31, 2020.

**AGREEMENT BETWEEN YEHIMI CAMBRON AND THE CITY OF HAPEVILLE,
GEORGIA FOR FAÇADE IMPROVEMENTS**

This Agreement is made 03/17/2020, by and between the **City of Hapeville, Georgia** and **Yehimi Cambron, LLC** ("Contractor") for Contractor to perform the following Façade Improvements:

Paint a mural on the east side exterior wall of the 845 N. Central Avenue building located at in, Hapeville, GA 30354 in accordance with the specifications and design as presented in the Scope of Services attached hereto as Exhibit A and incorporated herein. The mural design is subject to modifications as agreed to by both parties in writing.

With the exception noted in the next paragraph, Contractor agrees to furnish all labor and materials for the Façade Improvements. In return, the City of Hapeville will pay Contractor the sum of \$27,800 (\$13,900 due at signing of this document and \$13,900 due at completion of the mural) for the work described in Exhibit A.

City will provide, install and remove boom lift for the mural installation.

Contractor shall commence and complete the work to be performed in compliance with the schedule in Exhibit B and any amendments, deliverables or extensions approved by both parties in writing.

Contractor is acting in the capacity of an independent contractor with respect to the work performed under this Agreement. Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the City of Hapeville and Contractor. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement between the City of Hapeville and Contractor. It is expressly agreed that Contractor is acting as an independent contractor and not as an employee in providing the Services under this Agreement.

1. Indemnification

Contractor agrees to defend, indemnify, and hold the City of Hapeville harmless against any and all liability, claims, damages, fines, penalties, costs, and expenditures (including reasonable attorneys' fees and costs of litigation defense and/or settlement) arising from Contractor's performance of its work performed under this Agreement.

Contractor further agrees to indemnify, defend, and hold the City of Hapeville harmless from all damages caused by Contractor's failure to comply with the terms set forth in this Agreement.

Contractor further agrees to indemnify, defend, and hold the City of Hapeville harmless from any claims by laborers, subcontractors, or materialmen in connection with the work performed under this Agreement.

2. Assignment of Contract

Both parties agree not to assign this Agreement without the written consent of the other party.

3. Performance of Work

Contractor agrees to undertake all work performed under this Agreement diligently and in a good and workmanlike manner.

Contractor agrees to comply with all laws, ordinances, rules, regulations, codes, and orders in performing its work under this Agreement.

Contractor shall promptly remedy, at its own expense, any defect due to its faulty material or workmanship and pay for any damages resulting therefrom.

Contractor shall promptly replace and put in good condition, at its own expense, any existing conditions damaged in performing its work under this Agreement.

Contractor shall take all precautions to protect persons from injury and unnecessary interference or inconvenience in performing its work under this Agreement.

Contractor shall conduct its activities in a businesslike manner and adhere to the reasonable wishes of the City of Hapeville in relation to its working schedule.

Contractor agrees to keep the premises clean and orderly and to remove all debris as needed during the hours of work in order to maintain work conditions which do not cause health or safety hazards.

At the completion of the project, Contractor shall clean the property and leave it fit for use. All equipment, materials, rubbish, and similar material incidental to the project shall be removed by the Contractor.

Contractor represents that, in performing the services hereunder, Contractor will not have an apparent or actual conflict of interest with any other work it is currently performing. Contractor is not subject to any statute, regulation, ordinance, or rule that will limit its ability to perform its obligations under this Agreement. The parties agree that the Contractor shall be free to accept other work during the term hereof; provided, however, that such other work shall not interfere with the provision of Services hereunder.

4. Inspection

The City of Hapeville shall have the right to inspect all work performed by Contractor under this Agreement prior to acceptance of the final product.

5. Insurance

Prior to commencing the work under this Agreement, Contractor shall pay for, procure, and maintain in force for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with performances of work hereunder by Contractor, its agents, representatives, employees, or subcontractors.

Contractor shall maintain limits no less than: General Liability - \$ 1,000,000 each occurrence, with the City of Hapeville being named as an additional insured under the policy.

6. Entire Agreement

This Agreement, including all exhibits, appendixes, and other documents appended hereto constitutes the entire agreement between the City of Hapeville and Contractor.

Any subsequent modifications to this Agreement shall not be binding unless made in writing and signed by authorized representatives of both the City of Hapeville and Contractor.

Parties further agree that no changes in the schedule, design, or specifications of the work hereunder may be made without written authorization from both parties.

7. Right to Stop Work

If Contractor fails to correct defective work, the City of Hapeville may order Contractor to stop the work or any portion thereof, until the cause for such order has been eliminated.

8. Severability

If any provision of this Agreement is held invalid or unenforceable the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as waiver of any subsequent breach of the same provision, term or condition.

9. Controlling Law

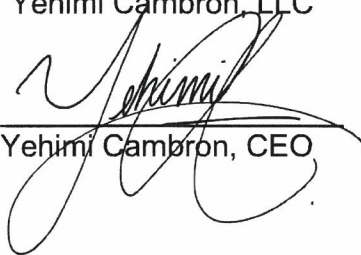
This Agreement is to be governed by the laws of the State of Georgia, and this Agreement and the rights and obligations of the parties hereto shall be governed by and construed according to the laws of the State of Georgia without giving effect to the principles of conflicts of laws. The jurisdiction for resolution of any disputes arising from this Agreement shall be in the State Courts of Fulton County, Georgia.

10. Copyright. Artist reserves all copyrights in the mural, the preliminary design, and any incidental works made in the creation of the mural under the Copyright Act of 1976, 17 U.S.C. § 101 et seq., as the sole author of the artwork for the duration of the copyright. Artist does, however, grant the City of Hapeville permission to reproduce the mural image for noncommercial purposes.

THE CITY OF HAPEVILLE

Alan Hallman, Mayor

Yehimi Cambron, LLC



Yehimi Cambron, CEO

Attest:

Crystal Griggs-Epps, City Clerk

Approved as to Form:

City Attorney

Exhibit B

Artist will complete mural in a 40-calendar day period; to be completed by August 15, 2020. These dates will be adjusted based on the number of inclement weather days and based on the number of business travel days by Contractor.





Invoice #119

Apr 01, 2020

BILL TO

City of Hapeville

3468 North Fulton Avenue
Hapeville, GA 30354
bhoward@hapeville.org

FROM

Yehimi Cambrón

4325 1st Avenue, #1201
Tucker, GA 30084

+1 [REDACTED]

INVOICE ITEMS

AMOUNT

50% of Artist Fee

\$10,000.00

50% of Assistant Fee

\$1,250.00

50% Paint

\$2,000.00

50% of Supplies

\$650.00

\$13,900.00

PAYMENT DUE APR 13, 2020

MESSAGE

Thanks for your business.



**2020-2021 SOUTHERN CIRCUIT TOUR OF INDEPENDENT FILMMAKERS
SCREENING PARTNER ORGANIZATION CONTRACT**

This Partner Organization Contract (the "Contract") is entered into on **March 25, 2020** by and between SOUTH ARTS whose address is 1800 Peachtree St. NW, Suite 808, Atlanta, GA 30309, and **City of Hapeville**, whose address is **3468 North Fulton Avenue, Hapeville, Georgia 30354**.

WITNESSETH:

WHEREAS, South Arts sponsors a program titled SOUTHERN CIRCUIT TOUR OF INDEPENDENT FILMMAKERS, in which the works of independent film artists are exhibited in a tour to various locations; and

WHEREAS, the Partner Organization(s) desires to exhibit this program in its community;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable considerations, the parties hereto agree as follows:

1. The Partner Organization shall receive from SOUTH ARTS the media arts tour titled **SOUTHERN CIRCUIT** from **September 1, 2020-April 30, 2021** for a tour fee of **\$5500**. This fee covers artists' honorarium, travel, per diem, model marketing materials, and administrative expenses.
2. The Partner Organization must sign and return this Agreement by **April 24, 2020**. Failure to return the signed Agreement may result in forfeiture of this program.
3. The tour fee is payable in advance of receipt of the film arts tour by the Partner Organization. An invoice for the tour fee will be sent by electronic mail by **June 1, 2020**, and payment is due in full by **August 1, 2020**.
4. In the event this program is canceled by the Partner Organization after the Contract has been signed and more than thirty (30) days before the first film artist's screening, the Partner Organization is responsible for fifty percent (50%) of the tour fee. If the cancellation is within thirty (30) days of the first film artist's screening, the Partner Organization is responsible for one hundred percent (100%) of the tour fee.

SOUTH ARTS will notify and consult with the Partner Organization as soon as possible in the event of any cancellation by a film artist.

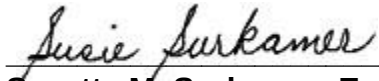
In the event that a SOUTHERN CIRCUIT artist cancels a screening, and the screening is not rescheduled, a replacement representative for the film cannot be found, and/or a remote appearance by the filmmaker cannot be arranged, ten percent (10%) of the tour fee will be returned to the Partner Organization.

5. SOUTH ARTS and the Partner Organization shall perform the respective duties outlined in **Attachment A** of this document and through such methods, as each deems necessary and proper.

IN WITNESS THEREOF, the parties hereto have executed the Contract on March 25, 2020.

For South Arts

For (Partner Organization)



Suzette M. Surkamer, Executive Director
South Arts

Name

Title

Date: March 25, 2020

Date: _____

Phone: 404-874-7244 x. 20

Phone: _____

Email: ssurkamer@southarts.org

Email: _____

Tax ID: _____

Please sign and return by April 24, 2020.



**2020-2021 SOUTHERN CIRCUIT
SCREENING PARTNER ORGANIZATION CONTRACT - ATTACHMENT A**

In respect to the **2020-2021 SOUTHERN CIRCUIT**, **South Arts** shall provide the services as follows:

1. SOUTH ARTS will contract with six (6) visiting film artists for SOUTHERN CIRCUIT. This contract will provide for each filmmaker's artist honorarium, travel expenses and per diem. The tour's schedule will be confirmed after the selection of participating filmmakers.
2. SOUTH ARTS will provide the Screening Partner Organization with an itinerary listing travel arrangements for each of the film artists on the tour.
3. SOUTH ARTS will provide the Screening Partner Organization with general publicity materials for each SOUTHERN CIRCUIT program.
4. SOUTH ARTS will provide the Screening Partner Organization with Blu-ray copies or digital access to selected films for their SOUTHERN CIRCUIT program.
5. SOUTH ARTS will administer the overall SOUTHERN CIRCUIT budget.
6. SOUTH ARTS will provide the Screening Partner Organization with information and consultation on program matters concerning the SOUTHERN CIRCUIT and its film artists.

In respect to the 2020-2021 SOUTHERN CIRCUIT, **City of Hapeville** (Screening Partner Organization) shall perform the services as follows:

1. The Screening Partner Organization will coordinate on-site screenings and audience discussions for six (6) SOUTHERN CIRCUIT visiting film artists at the Screening Partner's exhibition site.

VENUE: _____

VENUE ADDRESS: _____

2. The Screening Partner Organization will participate in a virtual 2020-2021 Film Selection Meeting, May 15-16, 2020.
3. The Screening Partner Organization will screen the six films they and their assigned Circuit selected at 2020-2021 Film Selection Meeting.

4. The Screening Partner Organization will ensure that the exhibition site is accessible to persons with disabilities in accordance with the Americans with Disabilities Act.
5. The Screening Partner Organization will identify a local contact person for the exhibition site who will act as a liaison with SOUTH ARTS and the filmmakers.
6. The Screening Partner Organization will provide advance publicity and promotion for each of the six (6) SOUTHERN CIRCUIT programs in the Partner's locale, including but not limited to: print, electronic and social media, and radio and television when feasible.
7. The Screening Partner Organization will provide a qualified projectionist for each of the six (6) SOUTHERN CIRCUIT programs as well as clean, well-operating projection equipment.
8. The Screening Partner Organization will notify and consult with SOUTH ARTS in the event of problems with screening equipment, facilities or logistics.
9. The Screening Partner Organization will provide the Partner's own funds to be applied toward publicity and promotional costs and, as necessary, toward those provided services such as a projectionist, rental space, or clerical, maintenance and security time.
10. The Screening Partner Organization will make recommendations for economical overnight accommodations for each visiting film artist during his/her exhibition period. The artist will be responsible for paying for the accommodations with the per diem provided by SOUTH ARTS.
11. The Screening Partner Organization will assume responsibility for replacement of Blu-rays provided by the film artists on the SOUTHERN CIRCUIT in the event that said Blu-rays are damaged or lost by the Partner or the Partner's agents.
12. The Screening Partner Organization will complete an electronic report form provided by SOUTH ARTS within thirty (30) days following the conclusion of the tour. The report form will require attendance figures, media coverage and other pertinent information for each screening.
13. The Screening Partner Organization will promote and publicize SOUTH ARTS as the operator of the SOUTHERN CIRCUIT program to local media, print and electronic, and to participating schools, organizations and concerned citizens.
 - a. Promotional efforts shall include displaying clearly and prominently the **South Arts** logo and name, and the **National Endowment for the Arts'** logo and name in print or electronic advertising, etc. in larger print and before or above the names of all other contributors or sponsors of the local program.
 - b. Any printed materials, broadcast transmissions or electronic media must contain the following credit line: **"The Southern Circuit Tour of Independent Filmmakers is a program of South Arts. This screening is supported in part by a grant from the National Endowment for the Arts."**
 - c. When no printed program is used, verbal credit shall be given prior to any public program.



BRIGHT FROM THE START

Georgia Department of Early Care and Learning

2 Martin Luther King Jr. Drive, SE, Suite 754, East Tower, Atlanta, Georgia 30334

DELEGATION OF AUTHORITY FROM AN OFFICER TO A PRINCIPAL

I, Allan Hallman am the Mayor of City of Hapeville, and
(Officer's Name) (Title) (Name of Organization)

hereby grant authorization to Ashley Moody, as a legal employee, to act on the behalf of
(Principal's Name)

City of Hapeville while conducting business and/or activities pertinent to administering and/or
(Name of Organization)

operating the SFSP Food Program.
(CACFP or SFSP)

Ashley Moody is to be considered an agent of the City of Hapeville and therefore
(Principal Name) (Name of Organization)

the signature of said agent is binding and causes the City of Hapeville to assume all responsibilities connected to or
(Name of Organization)

associated with the signature as they may relate to City of Hapeville
(Name of Organization)
SFSP Food Program business.
(CACFP or SFSP)

I, Ashley Moody understand that it is my sole responsibility to grant and terminate any such authorization and
(Principal's Name)

to ensure that Bright from the Start receives notice of such grant or termination within 30 days. The attached documentation demonstrates my appointment as Officer, and/or documentation supporting the governing board's approval of the delegation of authority to Ashley Moody.
(Principal's Name)

I, Ashley Moody hereby accept my appointment as Principal of City of Hapeville with all
(Principal) (Name of Organization)

duties and responsibilities pertinent to this appointment.

I, Ashley Moody hereby declare that I have fully read Bright from the Start's Participation Agreement and understand
(Principal) the terms and conditions of the agreement.

Signature of Officer

Title:

Date:

Signature of Delegated Principal

Title:

Date:

Legal Name of Organization: _____

Sworn to and Subscribed before me

This _____ day of _____ 20____

My Commission Expires: _____

Notary Public Signature



**BAIL BONDSMAN APPLICATION
ANNUAL BUSINESS LICENSE FEE - \$100**

New Application ☐

Renewal Application ☒

Licensing:

No one shall be licensed as a bail bondsman nor shall a bail bondsman's license be renewed, unless or until a written application for such license or renewal thereof has been filed with the City Clerk.

Name:

Home Address:

Business Name:

Address:

Carolyn Pamela Griffin
570 Ridgemont Drive, Fayetteville, Ga. 30215
A Swift Bonding Company
205 Mitchell Street, Atlanta, Ga. 30215

Kind of Business to be carried on:

Surety, Bail, Bonding

If a partnership, provide names and home address of partners:

Partner Name	Home Address

Provide names and home addresses of officers and directors:

Officer Names	Home Address
<u>Carolyn Griffin, President</u>	<u>570 Ridgemont Dr. Fayetteville Ga. 30215</u>

Director Names	Home Address

***Attach current Certificate of Authority from Fulton County. New applicants must be approved by the Fulton County Sherriff before submitting an application with the City of Hapeville.**

***Complete the attached form to consent to a criminal and financial background check performed by the Hapeville Police Department.**

Applicant's Signature

Date

3-16-2020

**CERTIFICATE OF AUTHORITY
STATE OF GEORGIA—FULTON**

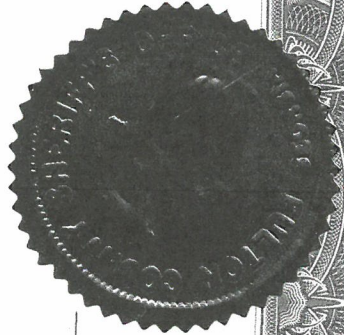
CERTIFICATE #: FCSO-2020

A-SWIFT BAIL BONDING COMPANY

This is to certify that the bearer of this certificate has met all of the legal requirements as set forth by the State of Georgia and the Sheriff of Fulton County to operate a Bail Bonding Agency and is therefore Approved to perform same within this County's jurisdiction.

Date of Issue: January 3, 2020

Expiration Date: January 31, 2021


Theodore Jackson
Theodore Jackson, Sheriff



Continuing Education Certificate #TF387

Issued in compliance with O.C.G.A. 17-6-50.1/17-6-56.1

This is to certify that on October 28, 2019

CAROLYN GRIFFIN

**completed an 8 hour continuing education course
approved by the**

Georgia Association of Professional Bondsmen, Inc.

**TOMMY FORD
APPROVED INSTRUCTOR**

Expires on: 01/31/2021



**BAIL BONDSMAN APPLICATION
ANNUAL BUSINESS LICENSE FEE - \$100**

New Application ☐
Renewal Application ☒

Licensing:

No one shall be licensed as a bail bondsman nor shall a bail bondsman's license be renewed, unless or until a written application for such license or renewal thereof has been filed with the City Clerk.

Name: MARVA L. GRIFFIN
Home Address: 7984 Creekstone Way
Riverview, Ga 30274
Business Name: 236 Forsyth St. SW 56103
Address: Atlanta, GA 30303

Kind of Business to be carried on: Bail Bonding

If a partnership, provide names and home address of partners:

Partner Name	Home Address

Provide names and home addresses of officers and directors:

Officer Names	Home Address
MARVA L. GRIFFIN	7984 Creekstone Way, Riverview, Ga 30274
TIFFANY MARCELL	2117 Rexford Dr, DECATUR, GA 30034

Director Names	Home Address
MARVA GRIFFIN	7984 Creekstone Way, Riverview, Ga 30274

*Attach current Certificate of Authority from Fulton County. New applicants must be approved by the Fulton County Sherriff before submitting an application with the City of Hapeville.

*Complete the attached form to consent to a criminal and financial background check performed by the Hapeville Police Department.

Mareva Griffin
Applicant's Signature

3/15/2020
Date

Atlantic Bonding Company
236 Forsyth St SW Ste. 103
Atlanta, GA 30303
(V) 404-522-3201
(F) 404-688-3803

March 16, 2020

City of Hapeville Municipal Court and Jail
Attn: Crystall Griggs-Epps, City Clerk
3468 Fulton Ave.
Hapeville, GA 30354

RE: Letter of Intent: Atlantic Bonding

The Atlantic Bonding, is writing in regards to the above reference matter, to writ, Letter of Intent, requesting renewal approval to execute and deliver surety bail bonds for the City of Hapeville Municipal Court and Jail in Fulton County and all of its municipalities, the State of Georgia and the United States.

The listed agents will be writing bonds for City of Hapeville at East Point Jail.

Marva Griffin
Tiffany Marcelli
Ajanae Jenkins

Thank you for your help with this matter and for further information or clarification please contact me at the number above or by email: marvagriffin07@gmail.com or express.atlantic236@gmail.com

Respectfully submitted,


Marva L. Griffin, Owner

**CERTIFICATE OF AUTHORITY
STATE OF GEORGIA—FULTON**

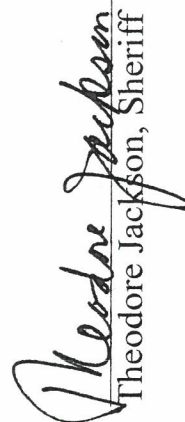
CERTIFICATE #: FCSO-2020

ATLANTIC BONDING COMPANY

This is to certify that the bearer of this certificate has met all of the legal requirements as set forth by the State of Georgia and the Sheriff of Fulton County to operate a Bail Bonding Agency and is therefore Approved to perform same within this County's jurisdiction.

Date of Issue: January 3, 2020

Expiration Date: January 31, 2021


Theodore Jackson, Sheriff



ARTICLE 3. - BAIL BONDSMAN

Sec. 11-3-1. - Licensing.

No one shall be licensed as a bail bondsman nor shall a bail bondsman's license be renewed, unless or until a written application for such license or renewal thereof has been filed with the city clerk.

(Code 1959, § 13-52; Code 1981, § 9-4-21)

Sec. 11-3-2. - Application.

The contents of an application for a bondsman license shall contain the following:

- (1) Name and home address of the applicant if an individual;
- (2) Place where the proposed business is to be located;
- (3) Kind of business to be carried on;
- (4) Names and home addresses of the partners, if a partnership;
- (5) Names and home addresses of the officers and directors; and
- (6) A complete record of all arrests and convictions against the applicant and every partner, officer or director for violations of any and all laws of the city, state or federal government.

(Code 1959, § 13-53; Code 1981, § 9-4-22)

Sec. 11-3-3. - Fee established.

The annual business license for each bondsman doing business in the city shall be \$100.00.

(Code 1959, § 13-54; Code 1981, § 9-4-23)

Sec. 11-3-4. - Police investigation of applicant.

Each bail bondsman must be approved by the sheriff of the county before the application is sent to the chief of police, except provided that any bail bondsman, licensed and doing business in the city for a period of at least one year prior to the adoption of this article, may, upon the approval of the chief of police, renew such license without approval of the sheriff of the county. The chief of police shall then require an investigation of each applicant for a bondsman license. Such investigation shall be made to

determine the moral character and financial condition of the applicant. A report of such investigation and a copy of the traffic and police record of the applicant, if, any, shall be attached to the application and forwarded to the mayor and council. Applicants, by filing for license for bondsman, agree to furnish the data, information and records as called for herein and also agree to investigation by the police department and the city attorney. All information furnished or secured under this authority shall be kept in strict confidence and shall not be subject to public inspection, and shall be utilized solely by the officers of the city responsible for administering the provisions of the city regarding licensing businesses.

(Code 1959, § 13-57; Code 1981, § 9-4-24)

Sec. 11-3-5. - Posting of security by authority bondsmen.

All bondsmen and/or bonding companies shall be required to post security with the city prior to the authorization of such bondsmen and/or bonding companies to post bonds for the release of prisoners from the jails of the city, in one of the following manners:

- (1) The security may be in the form of cash deposits in a joint checking account between the bondsmen and/or bonding company and the treasurer of the city in an amount equal to 20 percent of the total face amount of all bonds that any bondsmen and/or bonding company shall be allowed to write in the city;
- (2) By execution of a deed of trust in favor of the city to certain real estate having a value as shall be substantiated by the report of an appraiser who shall be approved by the city prior to the submission of his report, the value to be at least the total amount of bonds upon which a bondsman and/or bonding company has pledged as security, and upon such terms and conditions as may be specified in the deed or trust, a copy of which is attached hereto and which may be from time to time amended. The bondsmen and/or bonding company posting the deed of trust shall accompany the deed of trust with a title certificate indicating that the parcel or parcels of land so deeded to the city are free and clear of all encumbrances and liens of any kind;
- (3) The bondsmen and/or bonding company shall file with the city clerk a surety bond running to the city in the amount of \$50,000, with surety acceptable to and approved by the mayor and council and the chief of police; or
- (4)

A liability insurance policy issued by an insurance company authorized to do business in the state with a face amount at least equal to the amount of bonds the bondsmen and/or bonding company is allowed to write may be permitted in lieu of bond, if approved by the mayor and council and the chief of police.

(Code 1959, § 13-56; Code 1981, § 9-4-25)

Sec. 11-3-6. - Procedure for issuance of bail bondsman license.

The city clerk shall forward all applications for bondsmen licenses to the chief of police within 48 hours of the time of receipt of the application and all necessary information. The police chief shall review the application and make his investigation. He shall make a recommendation thereon, favorable or otherwise, and shall return such recommendation to the city clerk within 30 days after receiving a copy of the application. The city clerk shall then forward the application and recommendation to the mayor and council for consideration and action at its next regularly scheduled public meeting.

(Code 1959, § 13-57; Code 1981, § 9-4-26)

Sec. 11-3-7. - Procedure for forfeiture of bail bond licenses.

- (a) If any person holding a license under the provisions of this article should:
 - (1) Violate any ordinance or regulation lawfully adopted by the city; or
 - (2) Allow a bond forfeiture to remain outstanding and unpaid for a period of 90 days or longer his license is subject to revocation.
- (b) Upon written notice by the city clerk that such licensee is in violation of any ordinance or regulation, his license shall be revoked 15 days thereafter unless the licensee shall indicate a desire for a hearing before the mayor and council concerning the revocation. The mayor and council may revoke, suspend or in anyway restrict the license of any person found in violation of any ordinance or regulation lawfully adopted by the city.

(Code 1981, § 9-4-27; Ord. No. 80-6, 7-10-1980)



THE STATE OF GEORGIA

EXECUTIVE ORDER

BY THE GOVERNOR:

EXECUTIVE ORDER TO ENSURE A SAFE & HEALTHY GEORGIA

- WHEREAS:** On March 14, 2020, due to the impact of COVID-19 on the State of Georgia, I issued Executive Order No. 03.14.20.01, declaring a Public Health State of Emergency in Georgia; and
- WHEREAS:** The Georgia General Assembly concurred with Executive Order 03.14.20.01 by joint resolution on March 16, 2020; and
- WHEREAS:** The number of COVID-19 cases in Georgia continues to rise; and
- WHEREAS:** The Georgia Department of Public Health has determined that COVID-19 is spreading throughout communities, requiring the implementation of certain restrictions to limit the spread; and
- WHEREAS:** The Centers for Disease Control and Prevention has determined that older adults, people of any age who have serious underlying medical conditions, and certain other people groups may be at higher risk for more serious complications from COVID-19; and
- WHEREAS:** Code Section 38-3-51(c)(4) vests the Governor with the power to perform and exercise such other functions, powers, and duties as may be deemed necessary to promote and secure the safety and protection of the civilian population; and
- WHEREAS:** Code Section 38-3-51(d)(1) vests the Governor with the power to suspend any regulatory statute prescribing the procedures for conduct of state business, or the orders, rules, or regulations of any state agency if strict compliance with any statute, order, rule, or regulation would in any way prevent, hinder, or delay necessary action in coping with the emergency or disaster; and
- WHEREAS:** Code Sections 31-2A-4 and 31-12-4 vests the Department of Public Health with the power to segregate and isolate certain individuals with certain communicable diseases or conditions when said

individuals' exposure to the general population is likely to endanger the health of others; and

WHEREAS: In consultation with the Governor's Coronavirus Task Force and health and emergency preparedness officials, I have determined that the following temporary actions are necessary and appropriate to protect the health, safety, and welfare of Georgia's residents and visitors.

NOW, THEREFORE, PURSUANT TO AFOREMENTIONED GEORGIA LAW AND THE AUTHORITY VESTED IN ME AS GOVERNOR OF THE STATE OF GEORGIA, IT IS HEREBY

ORDERED: All residents and visitors of the State of Georgia shall practice social distancing and sanitation in accordance with this Order and guidelines published by the Centers for Disease Control and Prevention.

IT IS FURTHER

ORDERED: No business, establishment, corporation, non-profit corporation, organization, or county or municipal government shall allow more than ten (10) persons to be gathered at a single location if such gathering requires persons to stand or to be seated within six (6) feet of any other person. This provision shall not apply to cohabitating persons outside of their homes, family units or roommates residing together in private homes, or entities defined as "Critical Infrastructure" by this Order.

IT IS FURTHER

ORDERED: That as used in this Order, the term "single location" shall be interpreted to mean a space where all persons gathered cannot maintain at least six (6) feet of distance between themselves and any other person. The term "single location" shall not include private residences.

IT IS FURTHER

ORDERED: That all residents and visitors of the State of Georgia are required to shelter in place within their homes or places of residence, meaning remaining in their place of residence and taking every possible precaution to limit social interaction to prevent the spread or infection of COVID-19 to themselves or any other person, unless they are:

1. Conducting or participating in Essential Services;

2. Performing Necessary Travel;
3. Are engaged in the performance of, or travel to and from, the performance of Minimum Basic Operations for a business, establishment, corporation, non-profit corporation, or organization not classified as Critical Infrastructure; or
4. Are part of the workforce for Critical Infrastructure and are actively engaged in the performance of, or travel to and from, their respective employment.

IT IS FURTHER

ORDERED: That Essential Services permitted pursuant to the provisions of this Order are limited to the following:

1. Obtaining necessary supplies and services for family or household members, such as food and supplies for household consumption and use, medical supplies or medication, supplies and equipment needed to work from home, and products needed to maintain safety, sanitation, and essential maintenance of the home or residence. Preference should be given to online ordering, home delivery, and curbside pick-up services wherever possible as opposed to in-store shopping.
2. Engaging in activities essential for the health and safety of family or household members, such as seeking medical, behavioral health, or emergency services.
3. Engaging in outdoor exercise activities so long as a minimum distance of six (6) feet is maintained during such activities between all persons who are not occupants of the same household or residence.

IT IS FURTHER

ORDERED: That Necessary Travel permitted under this Order is limited to such travel as is required to conduct or participate in Essential Services, Minimum Basic Operations, or Critical Infrastructure as defined by this Order.

IT IS FURTHER

ORDERED: That Minimum Basic Operations are limited to:

1. The minimum necessary activities to maintain the value of a business, establishment, corporation, non-profit corporation, or organization, provide services, manage inventory, ensure security, process payroll and employee benefits, or for related functions. Such minimum necessary activities include remaining open to the public subject to the restrictions of this Order.

2. The minimum necessary activities to facilitate employees or volunteers being able to work remotely from their residences or members or patrons being able to participate remotely from their residences.
3. Instances where employees are working outdoors without regular contact with other persons, such as delivery services, contractors, landscape businesses, and agricultural industry services.

IT IS FURTHER

ORDERED:

That all businesses, establishments, corporations, non-profit corporations, or organizations that are not Critical Infrastructure shall only engage in Minimum Basic Operations as defined in this Order during the effective dates of this Order. Such entities shall also implement measures which mitigate the exposure and spread of COVID-19 among its workforce. Such measures shall include the following:

1. Screening and evaluating workers who exhibit signs of illness, such as a fever over 100.4 degrees Fahrenheit, cough, or shortness of breath;
2. Requiring workers who exhibit signs of illness to not report to work or to seek medical attention;
3. Enhancing sanitation of the workplace as appropriate;
4. Requiring hand washing or sanitation by workers at appropriate places within the business location;
5. Providing personal protective equipment as available and appropriate to the function and location of the worker within the business location;
6. Prohibiting gatherings of workers during working hours;
7. Permitting workers to take breaks and meals outside, in their office or personal workspace, or in such other areas where proper social distancing is attainable;
8. Implementing teleworking for all possible workers;
9. Implementing staggered shifts for all possible workers;
10. Holding all meetings and conferences virtually, wherever possible;
11. Delivering intangible services remotely wherever possible;
12. Discouraging workers from using other workers' phones, desks, offices, or other work tools and equipment;
13. Prohibiting handshaking and other unnecessary person-to-person contact in the workplace;
14. Placing notices that encourage hand hygiene at the entrance to the workplace and in other workplace areas where they are likely to be seen;
15. Suspending the use of Personal Identification Number ("PIN") pads, PIN entry devices, electronic signature capture,

and any other credit card receipt signature requirements to the extent such suspension is permitted by agreements with credit card companies and credit agencies;

16. Enforcing social distancing of non-cohabitating persons while present on such entity's leased or owned property;
17. For retailers and service providers, providing for alternative points of sale outside of buildings, including curbside pick-up or delivery of products and/or services if an alternative point of sale is permitted under Georgia law;
18. Increasing physical space between workers and customers;
19. Providing disinfectant and sanitation products for workers to clean their workspace, equipment, and tools;
20. Increasing physical space between workers' worksites to at least six (6) feet.

IT IS FURTHER

ORDERED:

The term "Critical Infrastructure" shall refer to businesses, establishments, corporations, non-profit corporations, and organizations as defined by the U.S. Department of Homeland Security as "essential critical infrastructure workforce," in guidance dated March 19, 2020, and revised on March 28, 2020, and those suppliers which provide essential goods and services to the critical infrastructure workforce as well as entities that provide legal services, home hospice, and non-profit corporations or non-profit organizations that offer food distribution or other health or mental health services. The operation of Critical Infrastructure shall not be impeded by county, municipal, or local ordinance.

Critical Infrastructure that continues in-person operation during the effective dates of this Order shall implement measures which mitigate the exposure and spread of COVID-19 among its workforce. Such measures may include, but shall not be limited to:

1. Screening and evaluating workers who exhibit signs of illness, such as a fever over 100.4 degrees Fahrenheit, cough, or shortness of breath;
2. Requiring workers who exhibit signs of illness to not report to work or to seek medical attention;
3. Enhancing sanitation of the workplace as appropriate;
4. Requiring hand washing or sanitation by workers at appropriate places within the business location;
5. Providing personal protective equipment as available and appropriate to the function and location of the worker within the business location;
6. Prohibiting gatherings of workers during working hours;

7. Permitting workers to take breaks and lunch outside, in their office or personal workspace, or in such other areas where proper social distancing is attainable;
8. Implementing teleworking for all possible workers;
9. Implementing staggered shifts for all possible workers;
10. Holding all meetings and conferences virtually, wherever possible;
11. Delivering intangible services remotely wherever possible;
12. Discouraging workers from using other workers' phones, desks, offices, or other work tools and equipment;
13. Providing disinfectant and sanitation products for workers to clean their workspace, equipment, and tools;
14. Prohibiting handshaking and other unnecessary person-to-person contact in the workplace; and
15. Placing notices that encourage hand hygiene at the entrance to the workplace and in other workplace areas where they are likely to be seen; and
16. Suspending the use of Personal Identification Number ("PIN") pads, PIN entry devices, electronic signature capture, and any other credit card receipt signature requirements to the extent such suspension is permitted by agreements with credit card companies and credit agencies.

IT IS FURTHER

ORDERED: That the Georgia Department of Economic Development is authorized to issue guidance to any business, corporation, organization, or industry trade group regarding its status as Critical Infrastructure. This guidance shall not require a finding of fact but shall be in writing and shall be considered a final agency action for the purpose of proceedings under Code Section 50-13-19.

IT IS FURTHER

ORDERED: All restaurants and private social clubs shall cease providing dine-in services. Takeout, curbside pick-up, and delivery are permitted in accordance with the provisions of this Order.

This provision shall not limit the operation of dine-in services in hospitals, healthcare facilities, nursing homes, or other long-term care facilities; however, to the extent possible, such facilities should offer in-room dining.

IT IS FURTHER

ORDERED: That all gyms, fitness centers, bowling alleys, theaters, live performance venues, operators of amusement rides as defined by

Code Section 25-15-51, body art studios permitted pursuant to Code Section 31-40-2, businesses registered pursuant to Code Sections 43-10-11 and 43-10-18, estheticians as defined by Code Section 43-10-1(8), hair designers as defined by Code Section 43-10-1(9), persons licensed to practice massage therapy pursuant to Code Section 43-24A-8, and businesses which possess a license to operate as or otherwise meet the definition of “bar” as defined by Code Section 3-1-2(2.1), shall cease in-person operations and shall close to the public while this Order is in effect.

IT IS FURTHER

ORDERED: That persons required to shelter in place under any provision of this Order shall not receive visitors, except as follows:

1. Visitors providing medical, behavioral health, or emergency services or medical supplies or medication, including home hospice;
2. Visitors providing support for the person to conduct activities of daily living or instrumental activities of daily living;
3. Visitors providing necessary supplies and services, such as food and supplies for household consumption and use, supplies and equipment needed to work from home, and products needed to maintain safety, sanitation, and essential maintenance of the home or residence; or
4. Visitors received during end-of-life circumstances.

To the extent practicable under the circumstances, visitors shall maintain a minimum distance of six (6) feet between themselves and all other occupants of the person’s home or residence. Any visitors visiting for the sole purpose of delivering medication, supplies, or other tangible goods shall, to the extent practicable, deliver such items in a manner that does not require in-person contact or require the deliverer to enter the person’s home or residence.

IT IS FURTHER

ORDERED: That the provisions of this Order related to visitors listed in the immediately preceding paragraph shall be strictly enforced against nursing homes or other long-term care facilities, including inpatient hospice, assisted living communities, personal care homes, intermediate care homes, community living arrangements, and community integration homes.

IT IS FURTHER

ORDERED: That an exception to any shelter-in-place requirement set forth hereunder applies in the event of an emergency. In such cases,

persons are encouraged to leave their homes or residences and shelter in place in accordance with the rules included in this Order at a safe alternate location. Persons experiencing homelessness are urged to obtain shelter and to contact governmental and other entities for assistance.

IT IS FURTHER

ORDERED: That the Department of Public Health, the Department of Public Safety, or any other state department or state officer deputized by the Governor or the Georgia Emergency Management and Homeland Security Agency are, after providing reasonable notice, authorized to mandate the closure of any business, establishment, corporation, non-profit corporation, or organization not in compliance with this Order for a period not to extend beyond the term of this Order.

IT IS FURTHER

ORDERED: That the Adjutant General of the Georgia National Guard and the Commissioner of the Department of Public Safety shall provide resources as requested to assist in the enforcement of this Order.

IT IS FURTHER

ORDERED: That pursuant to Code Section 38-3-51, the powers of counties and cities conveyed in Titles 36 and 38, including those specific powers enumerated in Code Sections 36-5-22.1 and 36-35-3 are hereby suspended to the extent of suspending enforcement of any local ordinance or order adopted or issued since March 1, 2020, with the stated purpose or effect of responding to a public health state of emergency, ordering residents to shelter-in-place, ordering a quarantine, or combatting the spread of coronavirus or COVID-19 that in any way conflicts, varies, or differs from the terms of this Order. Enforcement of all such ordinances and orders is hereby suspended and no county or municipality shall adopt any similar ordinance or order while this Order is in effect, except for such ordinances or orders as are designed to enforce compliance with this Order.

IT IS FURTHER

ORDERED: That if one or more of the provisions contained in this Order shall conflict with the provisions of any previous Executive Order or Agency Administrative Order, the provisions of this Order shall control. Further, in the event of any conflict, the provisions of any quarantine or isolation Order issued to a specific person by the Department of Public Health shall control.

IT IS FURTHER

ORDERED: That nothing in this Order shall be construed to suspend or limit the sale, dispensing, or transportation of firearms or ammunition, or any component thereof.

IT IS FURTHER

ORDERED: That pursuant to Code Section 38-3-7, any person who violates this Order shall be guilty of a misdemeanor. Officials enforcing this Order should take reasonable steps to provide notice prior to issuing a citation or making an arrest.

IT IS FURTHER

ORDERED: This Order rescinds and replaces Executive Order 03.23.20.01.

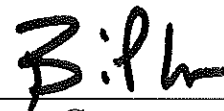
IT IS FURTHER

ORDERED: That if one or more of the provisions contained in this Order shall be held to be invalid, in violation of the Georgia Constitution, in violation of Georgia law, or unenforceable in any respect, such invalidity, violation, or unenforceability shall not affect any other provisions of this Order, but, in such case, this Order shall be construed as if such invalid, illegal, or unenforceable provision had never been contained within the Order.

IT IS FURTHER

ORDERED: All provisions of the Order shall become effective for a period beginning at 6:00 P.M. on Friday, April 3, 2020, and expiring at 11:59 P.M. on Monday, April 13, 2020.

This 2nd day of April 2020, at 3:12 P.M.



GOVERNOR

Governor Kemp's Statewide Shelter in Place Executive Order

How long does Governor Kemp's Executive Order last?

Governor Kemp's Executive Order is effective starting at 6 PM on Friday, April 3, 2020 through 11:59 PM on Monday, April 13, 2020.

What businesses and professionals must cease in-person operations and close to the public during this time?

- Bars
- Nightclubs
- Gyms
- Fitness centers
- Bowling allies
- Theaters
- Live performance venues
- Operators of amusement parks
- Dine in-services at restaurants and private social clubs
 - **Exceptions:** Take-out; curbside pick-up; delivery; and dine-in services at hospitals, healthcare facilities, nursing homes, or other long-term care facilities
- Estheticians (e.g., waxing, threading, eyelash extensions, cosmetic treatments)
- Hair designers
- Body art studios (commonly known as tattoo parlors)
- Beauty shops and salons (including home beauty shops and salons)
- Barber shops (including home barber shops)
- Cosmetology schools
- Hair design schools
- Barbering schools
- Esthetics schools
- Nail care schools
- Licensed massage therapists

All other entities may continue to operate subject to specific restrictions. Those restrictions vary depending on whether your entity is Critical Infrastructure.

What is Critical Infrastructure?

Critical Infrastructure: For Critical Infrastructure entities, if your business or organization will continue in-person operations, the state encourages implementation of sixteen (16) requirements. The definition of Critical Infrastructure and the sixteen (16) recommendations are listed in **Attachment A**.

Non-Critical Infrastructure

If your entity is not Critical Infrastructure, you shall follow the **Social Distancing Rule**, only engage in **Minimum Basic Operations**, and meet twenty (20) requirements. The Social Distancing Rule, Minimum Basic Operations, and the twenty (20) requirements are listed in **Attachment B**.

How does the Order apply to individuals and families?

Basic Rule: All residents and visitors of Georgia are required to shelter in place in their residences from 6 PM on Friday, April 3, 2020 to 11:59 PM on Monday, April 13, 2020. “Shelter in place” means remaining in their residences and taking every possible precaution to limit social interaction to prevent the spread or infection of COVID-19.

Are there exceptions to the Basic Rule?

Yes. A resident or visitor of Georgia is not required to shelter in place if they are:

1. Engaging in **Essential Services**
2. Working in **Critical Infrastructure** (see Attachment A)
3. Engaging in **Minimum Basic Operations** (see Attachment B)
4. Performing **Necessary Travel**

Essential Services means obtaining necessary supplies and services for your household, engaging in activities essential for the health and safety of your household, and engaging in outdoor exercise activities so long as you have at least six (6) feet between people who do not live in your household.

You can go to the grocery store, medical appointments, and the pharmacy. You can go pick-up food or have food delivered to your house. You can leave your house to buy supplies to clean or maintain your house. You can go outside to exercise. You can also leave your house in an emergency.

The key takeaway is that you need to stay in your house as much as possible, but we recognize there are circumstances when you will need to leave. Keep those circumstances rare, consolidate trips as much as possible, and use take-out, curbside pick-up, and delivery services whenever possible to prevent the spread of COVID-19.

Necessary Travel means the travel required for someone to conduct or participate in Essential Services, Minimum Basic Operations, or work for Critical Infrastructure.

How does this order apply to local governments?

No county or municipal government is allowed to have more than ten (10) people gathered in a single location unless there is at least six (6) feet between each person at all times. The Governor's Order supersedes all local ordinances to the extent that they conflict and states that no local ordinance can be more restrictive or less restrictive.

At this time, the Governor has not deputized local law enforcement to enforce the Order. State law enforcement with P.O.S.T. certification will be charged with enforcement.

Attachment A

Critical Infrastructure Entities

Is my entity Critical Infrastructure?

Critical Infrastructure means a businesses, establishments, corporations, non-profit corporations, and organizations as defined by the U.S. Department of Homeland Security as “essential critical infrastructure workforce,” in guidance dated March 19, 2020, and revised on March 28, 2020, and those suppliers which provide essential goods and services for the critical infrastructure workforce as well as entities that provide legal services, home hospice, and non-profit corporations or non-profit organizations that offer food distribution or other health or mental health services. **The operation of Critical Infrastructure shall not be impeded by county, municipal, or local ordinance.**

Critical Infrastructure continuing to use in-person operations shall implement measures which mitigate the exposure and spread of COVID-19 among its workforce. Such measures may include, but shall not be limited to:

1. Screening and evaluating workers who exhibit signs of illness, such as a fever over 100.4 degrees Fahrenheit, cough, or shortness of breath;
2. Requiring workers who exhibit signs of illness to not report to work or to seek medical attention;
3. Enhancing sanitation of the workplace as appropriate;
4. Requiring hand washing or sanitation by workers at appropriate places within the business location;
5. Providing personal protective equipment as available and appropriate to the function and location of the worker within the business location;
6. Prohibiting group gatherings of workers during working hours;
7. Permitting workers to take breaks and lunch outside, in their office or personal workspace, or in such other areas where proper social distancing is attainable;
8. Implementing teleworking for all possible workers;
9. Implementing staggered shifts for all possible workers;
10. Holding all meetings and conferences virtually, wherever possible;
11. Delivering intangible services remotely wherever possible;
12. Discouraging workers from using other workers’ phones, desks, offices, or other work tools and equipment;
13. Providing disinfectant and sanitation products for workers to clean their workspace, equipment, and tools;
14. Prohibiting handshaking and other unnecessary person-to-person contact in the workplace; and
15. Placing notices that encourage hand hygiene at the entrance to the workplace and in other workplace areas where they are likely to be seen; and
16. Suspending the use of Personal Identification Number (“PIN”) pads, PIN entry devices, electronic signature capture, and any other credit card receipt signature requirements to the extent such suspension is permitted by agreements with credit card companies and credit agencies.



March 28, 2020

ADVISORY MEMORANDUM ON IDENTIFICATION OF ESSENTIAL CRITICAL INFRASTRUCTURE WORKERS DURING COVID-19 RESPONSE

FROM: Christopher C. Krebs
Director
Cybersecurity and Infrastructure Security Agency (CISA)

As the Nation comes together to slow the spread of COVID-19, on March 16th the President issued updated Coronavirus Guidance for America that highlighted the importance of the critical infrastructure workforce.

The Cybersecurity and Infrastructure Security Agency (CISA) executes the Secretary of Homeland Security's authorities to secure critical infrastructure. Consistent with these authorities, CISA has developed, in collaboration with other federal agencies, State and local governments, and the private sector, an "Essential Critical Infrastructure Workforce" advisory list. This list is intended to help State, local, tribal and territorial officials as they work to protect their communities, while ensuring continuity of functions critical to public health and safety, as well as economic and national security. Decisions informed by this list should also take into consideration additional public health considerations based on the specific COVID-19-related concerns of particular jurisdictions.

This list is advisory in nature. It is not, nor should it be considered, a federal directive or standard. Additionally, this advisory list is not intended to be the exclusive list of critical infrastructure sectors, workers, and functions that should continue during the COVID-19 response across all jurisdictions. Individual jurisdictions should add or subtract essential workforce categories based on their own requirements and discretion.

The advisory list identifies workers who conduct a range of operations and services that are typically essential to continued critical infrastructure viability, including staffing operations centers, maintaining and repairing critical infrastructure, operating call centers, working construction, and performing operational functions, among others. It also includes workers who support crucial supply chains and enable functions for critical infrastructure. The industries they support represent, but are not limited to, medical and healthcare, telecommunications, information technology systems, defense, food and agriculture, transportation and logistics, energy, water and wastewater, law enforcement,

and public works.

State, local, tribal, and territorial governments are responsible for implementing and executing response activities, including decisions about access and reentry, in their communities, while the Federal Government is in a supporting role. Officials should use their own judgment in issuing implementation directives and guidance. Similarly, while adhering to relevant public health guidance, critical infrastructure owners and operators are expected to use their own judgement on issues of the prioritization of business processes and workforce allocation to best ensure continuity of the essential goods and services they support. All decisions should appropriately balance public safety, the health and safety of the workforce, and the continued delivery of essential critical infrastructure services and functions. While this advisory list is meant to help public officials and employers identify essential work functions, it allows for the reality that some workers engaged in activity determined to be essential may be unable to perform those functions because of health-related concerns.

CISA will continue to work with our partners in the critical infrastructure community to update this advisory list if necessary as the Nation's response to COVID-19 evolves.

Should you have questions about this list, please contact CISA at CISA.CAT@cisa.dhs.gov.

Attachment: "Guidance on the Essential Critical Infrastructure Workforce: Ensuring Community and National Resilience in COVID-19 Response Version 2.0"



CISA
CYBER+INFRASTRUCTURE

DEFEND TODAY, SECURE TOMORROW



Guidance on the Essential Critical Infrastructure Workforce: Ensuring Community and National Resilience In COVID-19 Response

Version 2.0 (March 28, 2020)

THE IMPORTANCE OF ESSENTIAL CRITICAL INFRASTRUCTURE WORKERS

Functioning critical infrastructure is imperative during the response to the COVID-19 emergency for both public health and safety as well as community well-being. Certain critical infrastructure industries have a special responsibility in these times to continue operations.

This advisory guidance and accompanying list are intended to support state, local, tribal, territorial and industry partners in identifying the critical infrastructure sectors and the essential workers needed to maintain the services and functions Americans depend on daily and that need to be able to operate resiliently during the COVID-19 pandemic response.

This document gives advisory guidance on defining essential critical infrastructure workers. Promoting the ability of such workers to continue to work during periods of community restriction, access management, social distancing, or closure orders/directives is crucial to community resilience and continuity of essential functions.

CISA will continually solicit and accept feedback on the list and will evolve the list in response to stakeholder feedback. We will also use our various stakeholder engagement mechanisms to work with partners on how they are using this list and share those lessons learned and best practices broadly. Feedback can be sent to CISA.CAT@CISA.DHS.GOV.

CONSIDERATIONS FOR GOVERNMENT AND BUSINESS

This list was developed in consultation with federal agency partners, industry experts, and State and local officials, and is based on several key principles:

1. Response efforts to the COVID-19 pandemic are locally executed, state managed, and federally supported.
2. Everyone should follow guidance from the CDC, as well as State and local government officials, regarding strategies to limit disease spread.
3. Workers should be encouraged to work remotely when possible and focus on core business activities. In-person, non-mandatory activities should be delayed until the resumption of normal operations.
4. When continuous remote work is not possible, businesses should enlist strategies to reduce the likelihood of spreading the disease. This includes, but is not necessarily limited to, separating staff by off-setting shift hours or days and/or social distancing. These steps can preserve the workforce and allow operations to continue.
5. All organizations should implement their business continuity and pandemic plans or put plans in place if they do not exist. Delaying implementation is not advised and puts at risk the viability of the business and the

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health and safety of the employees.

6. Reliance on technology and just-in-time supply chains means that certain workers must be able to access certain sites, facilities, and assets to ensure continuity of functions.
7. Government employees, such as emergency managers, and the business community need to establish and maintain lines of communication.
8. When government and businesses engage in discussions about essential critical infrastructure workers, they need to consider the implications of business operations beyond the jurisdiction where the asset or facility is located. Businesses can have sizeable economic and societal impacts as well as supply chain dependencies that are geographically distributed.
9. Whenever possible, jurisdictions should align access and movement control policies related to critical infrastructure workers to lower the burden of workers crossing jurisdictional boundaries.

IDENTIFYING ESSENTIAL CRITICAL INFRASTRUCTURE WORKERS

The following list of identified essential critical infrastructure workers is intended to be overly inclusive reflecting the diversity of industries across the United States.



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HEALTHCARE / PUBLIC HEALTH

- Workers who perform critical clinical research, development, and testing needed for COVID-19 response.
- Healthcare providers and Caregivers including physicians, dentists, psychologists, mid-level practitioners, nurses and assistants, infection control and quality assurance personnel, pharmacists, physical and occupational therapists and assistants, social workers, optometrists, speech pathologists, chiropractors, and diagnostic and therapeutic technicians and technologists.
- Hospital and laboratory personnel (including accounting, administrative, admitting and discharge, engineering, epidemiological, source plasma and blood donation, food service, housekeeping, medical records, information technology and operational technology, nutritionists, sanitarians, respiratory therapists, etc.).
- Workers in other medical and biomedical facilities (including Ambulatory Health and Surgical, Blood Banks, Clinics, Community Mental Health, Comprehensive Outpatient rehabilitation, End Stage Renal Disease, Health Departments, Home Health care, Hospices, Hospitals, Long Term Care, Nursing Care Facilities, Organ Pharmacies, Procurement Organizations, Psychiatric Residential, Rural Health Clinics and Federally Qualified Health Centers, and retail facilities specializing in medical good and supplies).
- Manufacturer workers for health manufacturing (including biotechnology companies), materials and parts suppliers, logistics and warehouse operators, distributors of medical equipment (including those who test and repair), personal protective equipment (PPE), isolation barriers, medical gases, pharmaceuticals (including materials used in radioactive drugs), dietary supplements, blood and blood products, vaccines, testing materials, laboratory supplies, cleaning, sanitizing, disinfecting or sterilization supplies, and tissue and paper towel products.
- Public health / community health workers, including those who compile, model, analyze and communicate public health information.
- Blood and plasma donors and the employees of the organizations that operate and manage related activities.
- Workers who manage health plans, billing, and health information, who cannot practically work remotely.
- Workers who conduct community-based public health functions, conducting epidemiologic surveillance, compiling, analyzing and communicating public health information, who cannot practically work remotely.
- Workers performing information technology and cybersecurity functions at healthcare and public health facilities, who cannot practically work remotely.
- Workers performing security, incident management, and emergency operations functions at or on behalf of healthcare entities including healthcare coalitions, who cannot practically work remotely.
- Pharmacy employees necessary to maintain uninterrupted prescription filling.
- Workers performing mortuary funeral, cremation, burial, cemetery, and related services, including funeral homes, crematoriums, cemetery workers, and coffin makers.
- Workers who coordinate with other organizations to ensure the proper recovery, handling, identification, transportation, tracking, storage, and disposal of human remains and personal effects; certify cause of death; and facilitate access to mental/behavioral health services to the family members, responders, and survivors of an incident.

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LAW ENFORCEMENT, PUBLIC SAFETY, AND OTHER FIRST RESPONDERS

- Public, private, and voluntary personnel (front line and management) in emergency management, law enforcement, fire and rescue services, emergency medical services, and private security, to include public and private hazardous material responders, air medical service providers (pilots and supporting technicians), corrections, and search and rescue personnel.
- 911 call center employees and Public Safety Answering Points who can't perform their duties remotely.
- Fusion Center employees.
- Workers – including contracted vendors – who maintain, manufacture, or supply equipment and services supporting law enforcement emergency service and response operations (to include electronic security and life safety security personnel).
- Workers supporting the manufacturing of safety equipment and uniforms for law enforcement, public safety personnel, and first responder.
- Workers supporting the operation of firearm or ammunition product manufacturers, retailers, importers, distributors, and shooting ranges.
- Public agency workers responding to abuse and neglect of children, elders, and dependent adults.
- Workers who support weather disaster / natural hazard mitigation and prevention activities.
- Security staff to maintain building access control and physical security measures.

FOOD AND AGRICULTURE

- Workers supporting groceries, pharmacies, convenience stores, and other retail (including unattended and vending) that sells human food, animal/pet food and pet supply, and beverage products, including retail customer support service and information technology support staff necessary for online orders, pickup and delivery.
- Restaurant carry-out and quick serve food operations, including dark kitchen and food prep centers, and carry-out and delivery food employees.
- Food manufacturer employees and their supplier employees—to include those employed in food ingredient production and processing facilities; livestock, poultry, seafood slaughter facilities; pet and animal feed processing facilities; human food facilities producing by-products for animal food; beverage production facilities; and the production of food packaging.
- Farmers, farm workers, and agribusiness support services to include those employed in auction and sales: grain and oilseed handling, processing and distribution; animal food, feed, and ingredient production, packaging, and distribution; manufacturing, packaging, and distribution of veterinary drugs; truck delivery and transport; farm and fishery labor needed to produce our food supply domestically and for export.
- Farmers, farm workers, support service workers, and their supplier employees to include those engaged in producing and harvesting field crops; commodity inspection; fuel ethanol facilities; biodiesel and renewable diesel facilities; storage facilities; and other agricultural inputs.
- Employees and firms supporting the distribution of food, feed, and beverage and ingredients used in these products, including warehouse workers, vendor- managed inventory controllers and blockchain managers.
- Workers supporting the sanitation and pest control of all food manufacturing processes and operations from wholesale to retail.
- Employees in cafeterias used to feed employees, particularly employee populations sheltered against COVID-19.
- Workers in animal diagnostic and food testing laboratories in private industries and in institutions of higher education.

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- Government, private, and non-governmental organizations' workers essential for food assistance programs (including school lunch programs) and government payments.
- Employees of companies engaged in the production, storage, transport, and distribution of chemicals, medicines, vaccines, and other substances used by the food and agriculture industry, including seeds, pesticides, herbicides, fertilizers, minerals, enrichments, and other agricultural production aids.
- Animal agriculture workers to include those employed in veterinary health (including those involved in supporting emergency veterinary or livestock services); raising of animals for food; animal production operations; livestock markets; slaughter and packing plants, manufacturers, renderers, and associated regulatory and government workforce.
- Transportation supporting animal agricultural industries, including movement of animal medical and reproductive supplies and materials, animal vaccines, animal drugs, feed ingredients, feed, and bedding, live animals, animal by-products, and deceased animals for disposal.
- Workers who support sawmills and the manufacture and distribution of fiber and forest products, including, but not limited to timber, paper, and other wood and fiber products.
- Employees engaged in the manufacture and maintenance of equipment and other infrastructure necessary for agricultural production and distribution.

ENERGY

- Workers supporting the energy sector, regardless of the energy source (including but not limited to nuclear, fossil, hydroelectric, or renewable), segment of the system, or infrastructure the worker is involved in, or who are needed to monitor, operate, engineer, and maintain the reliability, safety, environmental health, and physical and cyber security of the energy system.
- Energy/commodity trading/scheduling/marketing functions, who can't perform their duties remotely.
- IT and OT technology for essential energy sector operations including support workers, customer service operations; energy management systems, control systems, and Supervisory Control and Data Acquisition SCADA systems, and energy sector entity data centers; cybersecurity engineers; and cybersecurity risk management.
- Workers supporting the energy sector through renewable energy infrastructure (including, but not limited to wind, solar, biomass, hydrogen, ocean, geothermal, and/or hydroelectric), including those supporting construction, manufacturing, transportation, permitting, operation/maintenance, monitoring, and logistics.
- Workers and security staff involved in nuclear re-fueling operations.
- Providing services related to energy sector fuels (including, but not limited, petroleum (crude oil), natural gas, propane, natural gas liquids, other liquid fuels, nuclear, and coal), supporting the mining, processing, manufacturing, construction, logistics, transportation, permitting, operation/maintenance, security, waste disposal and storage, and monitoring of support for resources.
- Environmental remediation/monitoring, limited to immediate critical needs technicians.
- Manufacturing and distribution of equipment, supplies, and parts necessary to maintain production, maintenance, restoration, and service at energy sector facilities (across all energy sector segments).

Electricity industry:

- Workers who maintain, ensure, or restore, or are involved in the development, transportation, fuel procurement, expansion, or operation of the generation, transmission, and distribution of electric power, including call centers, utility workers, engineers, retail electricity, constraint maintenance, and fleet maintenance technicians who cannot perform their duties remotely.
- Workers at coal mines, production facilities, and those involved in manufacturing, transportation, permitting, operation/maintenance and monitoring at coal sites which is critical to ensuring the reliability of the electrical system.

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- Workers who produce, process, ship and handle coal used for power generation and manufacturing.
- Workers needed for safe and secure operations at nuclear generation to include but not limited to, the broader nuclear supply chain, parts to maintain nuclear equipment, fuel manufacturers and fuel components used in the manufacturing of fuel.
- Workers at renewable energy infrastructure (including, but not limited to wind, solar, biomass, hydrogen, geothermal, and/or hydroelectric), including those supporting construction, manufacturing, transportation, permitting, operation/maintenance, monitoring, and logistics.
- Workers at generation, transmission, and electric black start facilities.
- Workers at Reliability Coordinator, Balancing Authorities, and primary and backup Control Centers, including but not limited to independent system operators, regional transmission organizations, and local distribution control centers.
- Mutual assistance personnel which may include workers from outside of the state or local jurisdiction.
- Vegetation management and traffic control for supporting those crews.
- Environmental remediation/monitoring workers limited to immediate critical need technicians.
- Instrumentation, protection, and control technicians.
- Essential support personnel for electricity operations.
- Generator set support workers such as diesel engineers used in power generation including those providing fuel.

Petroleum industry:

- Workers for onshore and offshore petroleum drilling operations; platform and drilling construction and maintenance; transportation (including helicopter operations); maritime transportation, supply, and dredging operations; maritime navigation; well stimulation, intervention, monitoring, automation and control, extraction, production; processing; waste disposal, and maintenance, construction, and operations.
- Workers for crude oil, petroleum and petroleum product storage and transportation, including pipeline, marine transport, terminals, rail transport, storage facilities and racks and road transport for use as end-use fuels such as gasoline, diesel fuel, jet fuel, and heating fuels or feedstocks for chemical manufacturing.
- Petroleum and petroleum product security operations center employees and workers who support maintenance and emergency response services.
- Petroleum and petroleum product operations control rooms/centers and refinery facilities.
- Retail fuel centers such as gas stations and truck stops, and the distribution systems that support them.
- Supporting new and existing construction projects, including, but not limited to, pipeline construction.

Natural Gas, Natural Gas Liquids (NGL), Propane, and other liquid fuels

- Workers who support onshore and offshore drilling operations, platform and drilling construction and maintenance; transportation (including helicopter operations); maritime transportation, supply, and dredging operations; maritime navigation; natural gas and natural gas liquid production, processing, extraction, storage and transportation; well intervention, monitoring, automation and control; waste disposal, and maintenance, construction, and operations.
- Transmission and distribution pipeline workers, including compressor stations and any other required, operations maintenance, construction, and support for natural gas, natural gas liquid, propane, and other liquid fuels.
- Natural gas, propane, natural gas liquids, and other liquid fuel processing plants, including construction, maintenance, and support operations.
- Natural gas processing plants workers, and those that deal with natural gas liquids.
- Workers who staff natural gas, propane, natural gas liquids, and other liquid fuel security operations centers, operations dispatch and control rooms/centers, and emergency response and customer emergencies (including leak calls) operations.
- Drilling, production, processing, refining, and transporting natural gas for use as end-use fuels, feedstocks for

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chemical manufacturing, or use in electricity generation.

- Dispatch and control rooms and emergency response and customer emergencies, including propane leak calls.
- Propane gas service maintenance and restoration, including call centers.
- Propane, natural gas liquids, and other liquid fuel distribution centers.
- Propane gas storage, transmission, and distribution centers.
- Supporting new and existing construction projects, including, but not limited to, pipeline construction.
- Ethanol and biofuel production, refining, and distribution.
- Workers in fuel sectors (including, but not limited to nuclear, coal, and gas types and liquid fuels) supporting the mining, manufacturing, logistics, transportation, permitting, operation/maintenance, and monitoring of support for resources.

WATER AND WASTEWATER

Employees needed to operate and maintain drinking water and wastewater/drainage infrastructure, including:

- Operational staff at water authorities.
- Operational staff at community water systems.
- Operational staff at wastewater treatment facilities.
- Workers repairing water and wastewater conveyances and performing required sampling or monitoring, including field staff.
- Operational staff for water distribution and testing.
- Operational staff at wastewater collection facilities.
- Operational staff and technical support for SCADA Control systems.
- Chemical and equipment suppliers to water and wastewater systems and personnel protection.
- Workers who maintain digital systems infrastructure supporting water and wastewater operations.

TRANSPORTATION AND LOGISTICS

- Employees supporting or enabling transportation functions, including truck drivers, bus drivers, dispatchers, maintenance and repair technicians, warehouse workers, truck stop and rest area workers, Department of Motor Vehicle (DMV) employees, towing/recovery services, roadside assistance workers, intermodal transportation personnel, and workers who maintain and inspect infrastructure (including those that require cross-jurisdiction travel).
- Workers supporting the distribution of food, pharmaceuticals (including materials used in radioactive drugs) and other medical materials, fuels, chemicals needed for water or water treatment and energy Maintenance and operation of essential highway infrastructure, including roads, bridges, and tunnels (e.g., traffic operations centers and moveable bridge operators).
- Employees of firms providing services, supplies, and equipment that enable warehouse and operations, including cooling, storing, packaging, and distributing products for wholesale or retail sale or use. Includes cold- and frozen-chain logistics for food and critical biologic products.
- Mass transit workers and providing critical transit services and/or performing critical or routine maintenance to mass transit infrastructure or equipment.
- Employees supporting personal and commercial transportation services – including taxis, delivery services, vehicle rental services, bicycle maintenance and car-sharing services, and transportation network providers.
- Workers responsible for operating and dispatching passenger, commuter and freight trains and maintaining rail infrastructure and equipment.
- Maritime transportation workers, including dredgers, port workers, mariners, ship crewmembers, ship pilots and tug boat operators, equipment operators (to include maintenance and repair, and maritime-specific medical

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providers), ship supply, Chandler, and repair companies.

- Workers including truck drivers, railroad employees and contractors, maintenance crew, and cleaners supporting transportation of chemicals, hazardous, medical, and waste materials to support critical infrastructure, capabilities, functions, and services, including specialized carriers, crane and rigging industry workers.
- Bus drivers and workers who provide or support intercity, commuter and charter bus service in support of other essential services or functions.
- Automotive repair, maintenance, and transportation equipment manufacturing and distribution facilities (including those who repair and maintain electric vehicle charging stations).
- Transportation safety inspectors, including hazardous material inspectors and accident investigator inspectors.
- Manufacturers and distributors (to include service centers and related operations) of packaging materials, pallets, crates, containers, and other supplies needed to support manufacturing, packaging staging and distribution operations.
- Postal, parcel, courier, last-mile delivery, and shipping and related workers, to include private companies.
- Employees who repair and maintain vehicles, aircraft, rail equipment, marine vessels, bicycles, and the equipment and infrastructure that enables operations that encompass movement of cargo and passengers.
- Air transportation employees, including air traffic controllers and maintenance personnel, ramp workers, aviation and aerospace safety, security, and operations personnel and accident investigations.
- Workers who support the operation, distribution, maintenance, and sanitation, of air transportation for cargo and passengers, including flight crews, maintenance, airport operations, those responsible for cleaning and disinfection, and other on- and off- airport facilities workers.
- Workers supporting transportation via inland waterways such as barge crew, dredging, river port workers for essential goods.
- Workers critical to rental and leasing of vehicles and equipment that facilitate continuity of operations for essential workforces and other essential travel.
- Warehouse operators, including vendors and support personnel critical for business continuity (including HVAC & electrical engineers; security personnel; and janitorial staff) and customer service for essential functions.

PUBLIC WORKS AND INFRASTRUCTURE SUPPORT SERVICES

- Workers who support the operation, inspection, and maintenance of essential public works facilities and operations, including bridges, water and sewer main breaks, fleet maintenance personnel, construction of critical or strategic infrastructure, traffic signal maintenance, emergency location services for buried utilities, maintenance of digital systems infrastructure supporting public works operations, and other emergent issues.
- Workers such as plumbers, electricians, exterminators, builders, contractors, HVAC Technicians, landscapers, and other service providers who provide services that are necessary to maintaining the safety, sanitation, and essential operation of residences, businesses and buildings such as hospitals, senior living facilities, any temporary construction required to support COVID-19 response.
- Workers who support, such as road and line clearing, to ensure the availability of and access to needed facilities, transportation, energy and communications.
- Support to ensure the effective removal, storage, and disposal of residential and commercial solid waste and hazardous waste, including landfill operations.
- Workers who support the operation, inspection, and maintenance of essential dams, locks and levees.
- Workers who support the inspection and maintenance of aids to navigation, and other government provided services that ensure continued maritime commerce.

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COMMUNICATIONS AND INFORMATION TECHNOLOGY

Communications:

- Maintenance of communications infrastructure- including privately owned and maintained communication systems- supported by technicians, operators, call -centers, wireline and wireless providers, cable service providers, satellite operations, Internet Exchange Points, Points of Presence, Network Access Points, back haul and front haul facilities, and manufacturers and distributors of communications equipment.
- Government and private sector employees (including government contractors) with work related to undersea cable infrastructure and support facilities, including cable landing sites, beach manhole vaults and covers, submarine cable depots and submarine cable ship facilities.
- Government and private sector employees (including government contractors) supporting Department of Defense internet and communications facilities.
- Workers who support radio, television, and media service, including, but not limited to front-line news reporters, studio, and technicians for newsgathering, and reporting, and publishing news.
- Network Operations staff, engineers and/or technicians to include IT managers and staff, HVAC & electrical engineers, security personnel, software and hardware engineers, and database administrators that manage the network or operate facilities.
- Engineers, technicians and associated personnel responsible for infrastructure construction and restoration, including contractors for construction and engineering of fiber optic cables, buried conduit, small cells, other wireless facilities, and other communications sector-related infrastructure. This includes construction of new facilities and deployment of new technology as these are required to address congestion or customer usage due to unprecedented use of remote services.
- Installation, maintenance and repair technicians that establish, support or repair service as needed.
- Central office personnel to maintain and operate central office, data centers, and other network office facilities, critical support personnel assisting front line employees.
- Customer service and support staff, including managed and professional services as well as remote providers of support to transitioning employees to set up and maintain home offices, who interface with customers to manage or support service environments and security issues, including payroll, billing, fraud, logistics, and troubleshooting.
- Workers providing electronic security, fire, monitoring and life safety services, and to ensure physical security, cleanliness and safety of facilities and personnel, including temporary licensing waivers for security personnel to work in other States of Municipalities.
- Dispatchers involved with service repair and restoration.
- Retail customer service personnel at critical service center locations for onboarding customers, distributing and repairing equipment and addressing customer issues in order to support individuals' remote emergency communications needs, supply chain and logistics personnel to ensure goods and products are on-boarded to provision these front-line employees.
- External Affairs personnel to assist in coordinating with local, state and federal officials to address communications needs supporting COVID-19 response, public safety, and national security.

Information Technology:

- Workers who support command centers, including, but not limited to Network Operations Command Centers, Broadcast Operations Control Centers and Security Operations Command Centers.
- Data center operators, including system administrators, HVAC & electrical engineers, security personnel, IT managers and purchasers, data transfer solutions engineers, software and hardware engineers, and database administrators, for all industries (including financial services).

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- Workers who support client service centers, field engineers, and other technicians and workers supporting critical infrastructure, as well as manufacturers and supply chain vendors that provide hardware and software, support services, research and development, and information technology equipment (to include microelectronics and semiconductors), and HVAC and electrical equipment for critical infrastructure, and test labs and certification agencies that qualify such equipment (to include microelectronics, optoelectronics, and semiconductors) for critical infrastructure, including data centers.
- Workers needed to preempt and respond to cyber incidents involving critical infrastructure, including medical facilities, SLTT governments and federal facilities, energy and utilities, and banks and financial institutions, securities/other exchanges, other entities that support the functioning of capital markets, public works, critical manufacturing, food & agricultural production, transportation, and other critical infrastructure categories and personnel, in addition to all cyber defense workers (who can't perform their duties remotely).
- Suppliers, designers, transporters and other workers supporting the manufacture, distribution and provision and construction of essential global, national and local infrastructure for computing services (including cloud computing services and telework capabilities), business infrastructure, financial transactions/services, web-based services, and critical manufacturing.
- Workers supporting communications systems and information technology- and work from home solutions- used by law enforcement, public safety, medical, energy, public works, critical manufacturing, food & agricultural production, financial services, education, and other critical industries and businesses.
- Employees required in person to support Software as a Service businesses that enable remote working, performance of business operations, distance learning, media services, and digital health offerings, or required for technical support crucial for business continuity and connectivity.

OTHER COMMUNITY- OR GOVERNMENT-BASED OPERATIONS AND ESSENTIAL FUNCTIONS

- Workers to ensure continuity of building functions, including but not limited to security and environmental controls (e.g., HVAC), the manufacturing and distribution of the products required for these functions, and the permits and inspections for construction supporting essential infrastructure.
- Elections personnel to include both public and private sector elections support.
- Workers supporting the operations of the judicial system.
- Federal, State, and Local, Tribal, and Territorial employees who support Mission Essential Functions and communications networks.
- Trade Officials (FTA negotiators; international data flow administrators).
- Employees necessary to maintain news and media operations across various media.
- Employees supporting Census 2020.
- Weather forecasters.
- Clergy for essential support.
- Workers who maintain digital systems infrastructure supporting other critical government operations.
- Workers who support necessary credentialing, vetting and licensing operations for critical infrastructure workers.
- Customs and immigration workers who are critical to facilitating trade in support of the national emergency response supply chain.
- Educators supporting public and private K-12 schools, colleges, and universities for purposes of facilitating distance learning or performing other essential functions.
- Staff at government offices who perform title search, notary, and recording services in support of mortgage and real estate services and transactions.

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- Residential and commercial real estate services, including settlement services.
- Workers supporting essential maintenance, manufacturing, design, operation, inspection, security, and construction for essential products, services, and supply chain and COVID 19 relief efforts.

CRITICAL MANUFACTURING

- Workers necessary for the manufacturing of metals (including steel and aluminum), industrial minerals, semiconductors, materials and products needed for medical supply chains, and for supply chains associated with transportation, energy, communications, information technology, food and agriculture, chemical manufacturing, nuclear facilities, wood products, commodities used as fuel for power generation facilities, the operation of dams, water and wastewater treatment, processing and reprocessing of solid waste, emergency services, and the defense industrial base. Additionally, workers needed to maintain the continuity of these manufacturing functions and associated supply chains, and workers necessary to maintain a manufacturing operation in warm standby.
- Workers necessary for the manufacturing of materials and products needed to manufacture medical equipment and personal protective equipment (PPE).
- Workers necessary for mining and production of critical minerals, materials and associated essential supply chains, and workers engaged in the manufacture and maintenance of equipment and other infrastructure necessary for mining production and distribution.
- Workers who produce or manufacture parts or equipment that supports continued operations for any essential services and increase in remote workforce (including computing and communication devices, semiconductors, and equipment such as security tools for Security Operations Centers (SOCs) or data centers).

HAZARDOUS MATERIALS

- Workers who manage hazardous materials associated with any other essential activity, including but not limited to healthcare waste (medical, pharmaceuticals, medical material production), testing operations (laboratories processing test kits), and energy (nuclear facilities) Workers at nuclear facilities, workers managing medical waste, workers managing waste from pharmaceuticals and medical material production, and workers at laboratories processing tests Workers who support hazardous materials response and cleanup.
- Workers who maintain digital systems infrastructure supporting hazardous materials management operations.

FINANCIAL SERVICES

- Workers who are needed to provide, process and maintain systems for processing, verification, and recording of financial transactions and services, including payment, clearing, and settlement; wholesale funding; insurance services; consumer and commercial lending; and capital markets activities).
- Workers who are needed to maintain orderly market operations to ensure the continuity of financial transactions and services.
- Workers who are needed to provide business, commercial, and consumer access to bank and non-bank financial services and lending services, including ATMs, lending and money transmission, and to move currency, checks, securities, and payments (e.g., armored cash carriers).
- Workers who support financial operations and those staffing call centers, such as those staffing data and security operations centers, managing physical security, or providing accounting services.
- Workers supporting production and distribution of debit and credit cards.
- Workers providing electronic point of sale support personnel for essential businesses and workers.

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CHEMICAL

- Workers supporting the chemical and industrial gas supply chains, including workers at chemical manufacturing plants, workers in laboratories, workers at distribution facilities, workers who transport basic raw chemical materials to the producers of industrial and consumer goods, including hand sanitizers, food and food additives, pharmaceuticals, paintings and coatings, textiles, building materials, plumbing, electrical, and paper products.
- Workers supporting the safe transportation of chemicals, including those supporting tank truck cleaning facilities and workers who manufacture packaging items.
- Workers supporting the production of protective cleaning and medical solutions, personal protective equipment, disinfectants, fragrances, and packaging that prevents the contamination of food, water, medicine, among others essential.
- Workers supporting the operation and maintenance of facilities (particularly those with high risk chemicals and/or sites that cannot be shut down) whose work cannot be done remotely and requires the presence of highly trained personnel to ensure safe operations, including plant contract workers who provide inspections.
- Workers who support the production and transportation of chlorine and alkali manufacturing, single-use plastics, and packaging that prevents the contamination or supports the continued manufacture of food, water, medicine, and other essential products, including glass container manufacturing.

DEFENSE INDUSTRIAL BASE

- Workers who support the essential services required to meet national security commitments to the federal government and U.S. Military. These individuals include, but are not limited to, space and aerospace; mechanical and software engineers (various disciplines), manufacturing/production workers; IT support; security staff; security personnel; intelligence support, aircraft and weapon system mechanics and maintainers; and sanitary workers who maintain the hygienic viability of necessary facilities.
- Personnel working for companies, and their subcontractors, who perform under contract or sub-contract to the Department of Defense, as well as personnel at government-owned/contractor-operated and government-owned/government-operated facilities, and who provide materials and services to the Department of Defense, including support for weapon systems, software systems and cybersecurity, defense and intelligence communications and surveillance, space systems and other activities in support of our military, intelligence and space forces.

COMMERCIAL FACILITIES

- Workers who support the supply chain of building materials from production through application/installation, including cabinetry, fixtures, doors, cement, hardware, plumbing, electrical, heating/cooling, refrigeration, appliances, paint/coatings, and employees who provide services that enable repair materials and equipment for essential functions.
- Workers supporting ecommerce through distribution, warehouse, call center facilities, and other essential operational support functions.
- Workers in hardware and building materials stores, consumer electronics, technology and appliances retail, and related merchant wholesalers and distributors - with reduced staff to ensure continued operations.
- Workers distributing, servicing, repairing, installing residential and commercial HVAC systems, boilers, furnaces and other heating, cooling, refrigeration, and ventilation equipment.

RESIDENTIAL/SHELTER FACILITIES AND SERVICES

- Workers in dependent care services, in support of workers in other essential products and services.

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- Workers who support food, shelter, and social services, and other necessities of life for needy groups and individuals, including in-need populations and COVID-19 responders (including travelling medical staff).
- Workers in animal shelters.
- Workers responsible for the leasing of residential properties to provide individuals and families with ready access to available housing.
- Workers responsible for handling property management, maintenance, and related service calls who can coordinate the response to emergency “at-home” situations requiring immediate attention, as well as facilitate the reception of deliveries, mail, and other necessary services.
- Workers performing housing construction related activities to ensure additional units can be made available to combat the nation’s existing housing supply shortage.
- Workers performing services in support of the elderly and disabled populations who coordinate a variety of services, including health care appointments and activities of daily living.
- Workers supporting the construction of housing, including those supporting government functions related to the building and development process, such as inspections, permitting and plan review services that can be modified to protect the public health, but fundamentally should continue and serve the construction of housing (e.g., allow qualified private third-party inspections in case of government shutdown).

HYGIENE PRODUCTS AND SERVICES

- Workers who produce hygiene products.
- Workers in laundromats, laundry services, and dry cleaners.
- Workers providing personal and household goods repair and maintenance.
- Workers providing disinfection services, for all essential facilities and modes of transportation, and supporting the sanitation of all food manufacturing processes and operations from wholesale to retail.
- Workers necessary for the installation, maintenance, distribution, and manufacturing of water and space heating equipment and its components.
- Support required for continuity of services, including commercial disinfectant services, janitorial/cleaning personnel, and support personnel functions that need freedom of movement to access facilities in support of front-line employees.

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Attachment B

Non-Critical Infrastructure Entities

Your non-Critical Infrastructure entity shall comply with the **Social Distancing Rule**, meet the definition of **Minimum Basic Operations**, and comply with twenty (20) requirements to continue to operate under Governor Kemp's executive order.

Social Distancing Rule: No business, establishment, for-profit or non-profit corporation, organization, or county or municipal government is allowed to have more than ten (10) people gathering in a single location unless there is at least six (6) feet between each person at all times.

Minimum Basic Operations are limited to:

- The minimum necessary activities to maintain the value of a business, establishment, corporation, non-profit corporation, or organization, provide services, manage inventory, ensure security, process payroll and employee benefits, or for related functions. Such minimum necessary activities include remaining open to the public subject to the restrictions of this Order.
- The minimum necessary activities to facilitate employees or volunteers being able to work remotely from their residences or members or patrons being able to participate remotely from their residences.
- Instances where employees are working outdoors without regular contact with other persons, such as delivery services, contractors, landscape businesses, and agricultural industry services.

Twenty (20) Requirements:

1. Screening and evaluating workers who exhibit signs of illness, such as a fever over 100.4 degrees Fahrenheit, cough, or shortness of breath;
2. Requiring workers who exhibit signs of illness to not report to work or to seek medical attention;
3. Enhancing sanitation of the workplace as appropriate;
4. Requiring hand washing or sanitation by workers at appropriate places within the business location;
5. Providing personal protective equipment as available and appropriate to the function and location of the worker within the business location;
6. Prohibiting group gatherings of workers during working hours;
7. Permitting workers to take breaks and meals outside, in their office or personal workspace, or in such other areas where proper social distancing is attainable;
8. Implementing teleworking for all possible workers;
9. Implementing staggered shifts for all possible workers;
10. Holding all meetings and conferences virtually, wherever possible;
11. Delivering intangible services remotely wherever possible;
12. Discouraging workers from using other workers' phones, desks, offices, or other work tools and equipment;

13. Prohibiting handshaking and other unnecessary person-to-person contact in the workplace;
14. Placing notices that encourage hand hygiene at the entrance to the workplace and in other workplace areas where they are likely to be seen;
15. Suspending the use of Personal Identification Number (“PIN”) pads, PIN entry devices, electronic signature capture, and any other credit card receipt signature requirements to the extent such suspension is permitted by agreements with credit card companies and credit agencies;
16. Enforcing social distancing of non-cohabitating persons while present on such entity’s leased or owned property;
17. For retailers and service providers, providing for alternative points of sale outside of buildings, including curbside pickup or delivery of products and/or services if an alternative point of sale is permitted under Georgia law;
18. Increasing physical space between workers and customers;
19. Providing disinfectant and sanitation products for workers to clean their workspace, equipment, and tools;
20. Increasing physical space between workers’ worksites to at least six (6) feet.

Commonly Asked Questions

1. Do I need a letter to prove that I can keep working?

No. You do not need a letter from your employer or the government to prove that you fall into one of the exceptions for Essential Services, Necessary Travel, Critical Infrastructure, or Minimum Basic Operations.

If you have questions about Critical Infrastructure, please contact the Department of Economic Development. You can email covidcomments@georgia.org for assistance or visit georgia.org for more information.

2. What happens if I violate the Governor's Executive Order?

If you violate any of the terms of the Order, you are committing a misdemeanor, which is a crime in the State of Georgia. For example, if you are not sheltering in place and none of the four exceptions for Essential Services, Minimum Basic Operations, Critical Infrastructure, or Necessary Travel applies to your activities, you will receive a warning from law enforcement and risk facing criminal charges if you fail to comply.

3. What does this Order mean for church services and funeral services?

No business, establishment, for-profit or non-profit corporation, organization, or county or municipal government is allowed to have more than ten (10) people gathering in a single location unless there is at least six (6) feet between each person at all times. This rule applies to church services and funeral services.

Unfortunately, several community outbreaks can be directly attributed to recent, in-person church services and funeral services. Public health officials strongly discourage gatherings of people for these services due to the high risk of transmission of novel coronavirus. For elderly Georgians and the chronically ill, exposure to novel coronavirus can be deadly. Please comply with the Governor's order to stop the spread of COVID-19.

4. Can I go to state parks or play sports outside like golf?

Yes. You can visit state parks and play sports outside, including golf, subject to certain restrictions. Gatherings of more than ten (10) people are banned unless there is at least six (6) feet between each person at all times. If people congregate in certain areas of a state park or golf course, for example, law enforcement will warn them to disband. If they fail to comply, they may face criminal charges.



THE STATE OF GEORGIA

EXECUTIVE ORDER

BY THE GOVERNOR:

DECLARATION OF PUBLIC HEALTH STATE OF EMERGENCY

- WHEREAS:** In late 2019, a new and significant outbreak of respiratory disease caused by a novel coronavirus emerged in Wuhan, China; and
- WHEREAS:** The respiratory disease caused by the novel coronavirus, known as “COVID-19,” is an infectious virus that can spread from person-to-person and can result in serious illness or death; and
- WHEREAS:** On March 13, 2020, President Donald Trump declared the outbreak of COVID-19 a national emergency; and
- WHEREAS:** The Centers for Disease Control and Prevention has identified the potential public health threat posed by COVID-19 both globally and in the United States, and has advised that the person-to-person spread of COVID-19 will continue to occur globally, including within the United States; and
- WHEREAS:** The Centers for Disease Control and Prevention has noted that COVID-19 is proliferating via “community spread,” meaning people have contracted the virus in areas of Georgia as a result of direct or indirect contact with infected persons, including some who are not sure how or where they became infected; and
- WHEREAS:** Laboratory testing has confirmed more than sixty cases of COVID-19 in Georgia; and
- WHEREAS:** In consultation with the Commissioner of Public Health, the Georgia Coronavirus Task Force, and other state health and emergency preparedness officials, I have determined a public health emergency exists, and that it is necessary and appropriate to take action to protect the health, safety, and welfare of Georgia’s residents and visitors to ensure COVID-19 remains controlled throughout this State, as provided by Code Section 38-3-51; and
- WHEREAS:** The uninterrupted supply of medical goods and other emergency related materials, supplies, goods, and services during this

emergency is an essential need of the public and any perceived or actual shortage threatens public welfare; and

WHEREAS: The Federal Motor Carrier Safety Regulations, 49 C.F.R. §§ 390 *et seq.*, prescribes limits on the hours of service for operators of commercial vehicles, and federal law, 23 U.S.C. § 127, sets forth certain weight limitations for vehicles on interstate highways; and

WHEREAS: 49 C.F.R. § 390.23 allows the Governor of a state to suspend these rules and regulations for commercial vehicles responding to an emergency for up to thirty (30) days, if the Governor determines an emergency condition exists.

NOW, THEREFORE, PURSUANT TO CODE SECTION 38-3-51, AND THE AUTHORITY VESTED IN ME AS GOVERNOR OF THE STATE OF GEORGIA, IT IS HEREBY

ORDERED: That a Public Health State of Emergency exists in the State of Georgia due to the public health emergency from the spread of COVID-19.

IT IS FURTHER

ORDERED: That all resources of the State of Georgia shall be made available to assist in activities designed to address this emergency, control the spread of COVID-19, and aid recovery efforts.

IT IS FURTHER

ORDERED: That the Georgia Emergency Management and Homeland Security Agency shall activate the Georgia Emergency Operations Plan (GEOP) in response to this emergency.

IT IS FURTHER

ORDERED: That the Georgia Department of Public Health, as the state agency responsible for emergency management services under *GEOP Emergency Support Function (ESF) 8 - Public Health and Medical Services*, shall coordinate with the Center for Disease Control and Prevention for release of the Strategic National Stockpile as necessary and appropriate in response to this Public Health State of Emergency.

IT IS FURTHER

ORDERED: That the Georgia Emergency Management and Homeland Security Agency is designated as the lead agency for responding to this public health emergency and shall coordinate all emergency response activities and other matters pertaining to this Public Health State of Emergency.

IT IS FURTHER

ORDERED: That acting pursuant to the Governor's authorization, the Georgia Department of Public Health shall coordinate with the Georgia Emergency Management and Homeland Security Agency to take any action necessary to protect the public's health, including, without limitation:

- (1) Planning and executing public health emergency assessments, mitigation, preparedness response, and recovery for the state;
- (2) Coordinating public health emergency responses between state and local authorities;
- (3) Establishing protocols to control the spread of COVID-19;
- (4) Coordinating recovery operations and mitigation initiatives;
- (5) Collaborating with appropriate federal government authorities, elected officials of other states, private organizations, or private sector companies;
- (6) Organizing public information activities regarding the state's public health emergency response operations, including educating the public on prevention of the spread of COVID-19 based on Centers for Disease Control and Prevention's guidelines and the best scientific evidence available;
- (7) Providing special identification for public health personnel involved in this Public Health State of Emergency;
- (8) For all persons meeting the Centers for Disease Control and Prevention's definition of a Person Under Investigation ("PUI"), implementing a program of active monitoring, which may include a risk assessment within twenty-four (24) hours of learning that the person meets the PUI criteria and twice-daily temperature checks for a period of at least fourteen (14) days or until the PUI tests negative for COVID-19; and
- (9) Implementing quarantine, isolation, and other necessary public health interventions consistent with Code Sections 31-12-4 and 38-3-51(i)(2) or as otherwise authorized by law.

IT IS FURTHER

ORDERED: That all state and local authorities as well as public and private hospitals, healthcare facilities, clinics, and medical personnel shall fully comply with orders by the Governor as authorized by Georgia law, in furtherance of this Order.

IT IS FURTHER

ORDERED: The Georgia Composite Medical Board is authorized to grant temporary licenses to physicians who apply for a temporary medical license and are currently licensed as a physician in good standing by equivalent boards in other states to assist with the needs of this public health emergency.

IT IS FURTHER

ORDERED: The Georgia Board of Nursing is authorized to grant temporary licenses to nurses who apply for a temporary license and are currently licensed in good standing as an Advanced Practice Registered Nurse, Licensed Practical Nurse, or Registered Professional Nurse by an equivalent board in another state to assist with the needs of this public health emergency.

IT IS FURTHER

ORDERED: That in accordance with 49 C.F.R. 390.23(a)(1)(i)(A), the federal rules and regulations limiting hours operators of commercial vehicles may drive are suspended to ensure that carrier crews are available as needed to provide emergency relief. This declared emergency justifies a suspension of Part 395 (driver's hours of service) of Title 49 of the Code of Federal Regulations. The suspension will remain in effect for thirty (30) days from the date of this Order or until the emergency condition ceases to exist, whichever is less.

IT IS FURTHER

ORDERED: That no motor carrier operating under the terms of this emergency declaration will require or allow an ill or fatigued driver to operate a motor vehicle. A driver who notifies a motor vehicle carrier that he or she needs immediate rest will be given at least ten (10) consecutive hours off-duty before being required to return to service.

IT IS FURTHER

ORDERED: That weight, height, and length for any such vehicle traveling through the State of Georgia for the purposes of providing disaster relief and/or preparation, which traverses roadways maintained by the State of Georgia, shall not exceed the following:

- (1) A maximum gross vehicle weight for vehicles equipped with five (5) weight bearing axles, with an outer bridge span of not less than fifty-one (51) feet, shall not exceed a gross vehicle weight of ninety-five (95) thousand pounds, a maximum width of ten (10) feet and an overall length of one hundred (100) feet. Continuous travel is authorized, with the proper escorts.
- (2) If the width of said vehicle exceeds eight (8) feet six (6) inches and is traveling after daylight, defined as thirty (30) minutes before sunset to thirty (30) minutes after sunrise, the transporter is required to have a vehicle front and a rear escort/amber light when traveling on a two lane roadway and a vehicle rear escort when traveling on a four lane highway.

Transporters are responsible for ensuring they have proper oversize signs, markings, flags, and escorts as defined in the Georgia Department of Transportation Rules and Regulations.

IT IS FURTHER

ORDERED: That commercial vehicles operating outside the normal weight, height, and length restrictions under the authority of this Executive Order shall be issued permits by the Georgia Department of Public Safety. Said vehicles shall be subject to any special conditions the Georgia Department of Public Safety may list on applicable permits. Nothing in this Executive Order shall be construed to allow any vehicle to exceed weight limits posted for bridges and like structures, nor shall anything in this Executive Order be construed to relieve compliance with restrictions other than those specified in this Executive Order or from any statute, rule, order or other legal requirement not specifically waived herein. Oversize permits may be issued by the Georgia Department of Public Safety, Motor Carrier Compliance Division, during normal business hours, Monday through Friday by calling 404-624-7700 or through the Georgia Permitting and Routing Optimization System online portal at <https://gapros.dot.ga.gov/>.

IT IS FURTHER

ORDERED: That during preparation, response, and recovery activities for this Public Health Emergency, price gouging of goods and services necessary to support Public Health would be detrimental to the social and economic welfare of the citizens of this State, and thus Code Section 10-1-393.4, prohibiting price gouging, remains in effect.

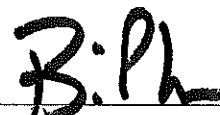
IT IS FURTHER

ORDERED: That pursuant to Code Section 38-3-51(a), the General Assembly shall convene for a special session, beginning on March 16, 2020, at 8:00 A.M. for the purpose of concurring with or terminating this Public Health State of Emergency.

IT IS FURTHER

ORDERED: That the State of Emergency shall terminate on April 13, 2020, at 11:59 P.M., unless it is renewed by the Governor.

This 14th day of March 2020, at 10:15 A.M.



GOVERNOR



March 28, 2020

**ADVISORY MEMORANDUM ON IDENTIFICATION OF ESSENTIAL CRITICAL
INFRASTRUCTURE WORKERS DURING COVID-19 RESPONSE**

FROM: Christopher C. Krebs
Director
Cybersecurity and Infrastructure Security Agency (CISA)

As the Nation comes together to slow the spread of COVID-19, on March 16th the President issued updated Coronavirus Guidance for America that highlighted the importance of the critical infrastructure workforce.

The Cybersecurity and Infrastructure Security Agency (CISA) executes the Secretary of Homeland Security’s authorities to secure critical infrastructure. Consistent with these authorities, CISA has developed, in collaboration with other federal agencies, State and local governments, and the private sector, an “Essential Critical Infrastructure Workforce” advisory list. This list is intended to help State, local, tribal and territorial officials as they work to protect their communities, while ensuring continuity of functions critical to public health and safety, as well as economic and national security. Decisions informed by this list should also take into consideration additional public health considerations based on the specific COVID-19-related concerns of particular jurisdictions.

This list is advisory in nature. It is not, nor should it be considered, a federal directive or standard. Additionally, this advisory list is not intended to be the exclusive list of critical infrastructure sectors, workers, and functions that should continue during the COVID-19 response across all jurisdictions. Individual jurisdictions should add or subtract essential workforce categories based on their own requirements and discretion.

The advisory list identifies workers who conduct a range of operations and services that are typically essential to continued critical infrastructure viability, including staffing operations centers, maintaining and repairing critical infrastructure, operating call centers, working construction, and performing operational functions, among others. It also includes workers who support crucial supply chains and enable functions for critical infrastructure. The industries they support represent, but are not limited to, medical and healthcare, telecommunications, information technology systems, defense, food and agriculture, transportation and logistics, energy, water and wastewater, law enforcement,

and public works.

State, local, tribal, and territorial governments are responsible for implementing and executing response activities, including decisions about access and reentry, in their communities, while the Federal Government is in a supporting role. Officials should use their own judgment in issuing implementation directives and guidance. Similarly, while adhering to relevant public health guidance, critical infrastructure owners and operators are expected to use their own judgement on issues of the prioritization of business processes and workforce allocation to best ensure continuity of the essential goods and services they support. All decisions should appropriately balance public safety, the health and safety of the workforce, and the continued delivery of essential critical infrastructure services and functions. While this advisory list is meant to help public officials and employers identify essential work functions, it allows for the reality that some workers engaged in activity determined to be essential may be unable to perform those functions because of health-related concerns.

CISA will continue to work with our partners in the critical infrastructure community to update this advisory list if necessary as the Nation's response to COVID-19 evolves.

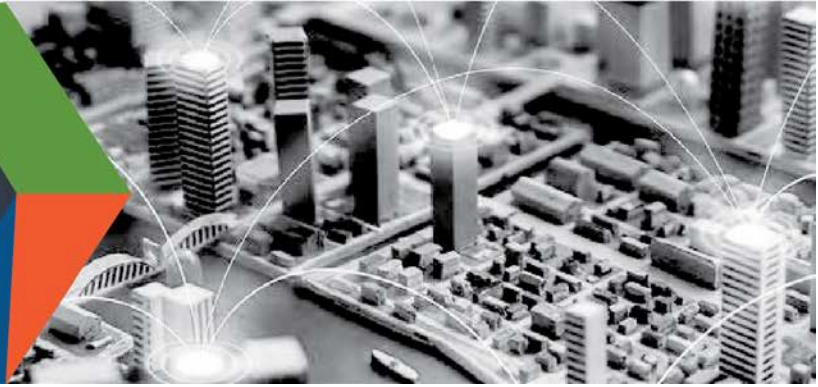
Should you have questions about this list, please contact CISA at CISA.CAT@cisa.dhs.gov.

Attachment: "Guidance on the Essential Critical Infrastructure Workforce: Ensuring Community and National Resilience in COVID-19 Response Version 2.0"



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Guidance on the Essential Critical Infrastructure Workforce: Ensuring Community and National Resilience in COVID-19 Response

Version 2.0 (March 28, 2020)

THE IMPORTANCE OF ESSENTIAL CRITICAL INFRASTRUCTURE WORKERS

Functioning critical infrastructure is imperative during the response to the COVID-19 emergency for both public health and safety as well as community well-being. Certain critical infrastructure industries have a special responsibility in these times to continue operations.

This advisory guidance and accompanying list are intended to support state, local, tribal, territorial and industry partners in identifying the critical infrastructure sectors and the essential workers needed to maintain the services and functions Americans depend on daily and that need to be able to operate resiliently during the COVID-19 pandemic response.

This document gives advisory guidance on defining essential critical infrastructure workers. Promoting the ability of such workers to continue to work during periods of community restriction, access management, social distancing, or closure orders/directives is crucial to community resilience and continuity of essential functions.

CISA will continually solicit and accept feedback on the list and will evolve the list in response to stakeholder feedback. We will also use our various stakeholder engagement mechanisms to work with partners on how they are using this list and share those lessons learned and best practices broadly. Feedback can be sent to CISA.CAT@CISA.DHS.GOV.

CONSIDERATIONS FOR GOVERNMENT AND BUSINESS

This list was developed in consultation with federal agency partners, industry experts, and State and local officials, and is based on several key principles:

1. Response efforts to the COVID-19 pandemic are locally executed, state managed, and federally supported.
2. Everyone should follow guidance from the CDC, as well as State and local government officials, regarding strategies to limit disease spread.
3. Workers should be encouraged to work remotely when possible and focus on core business activities. In-person, non-mandatory activities should be delayed until the resumption of normal operations.
4. When continuous remote work is not possible, businesses should enlist strategies to reduce the likelihood of spreading the disease. This includes, but is not necessarily limited to, separating staff by off-setting shift hours or days and/or social distancing. These steps can preserve the workforce and allow operations to continue.
5. All organizations should implement their business continuity and pandemic plans or put plans in place if they do not exist. Delaying implementation is not advised and puts at risk the viability of the business and the

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health and safety of the employees.

6. Reliance on technology and just-in-time supply chains means that certain workers must be able to access certain sites, facilities, and assets to ensure continuity of functions.
7. Government employees, such as emergency managers, and the business community need to establish and maintain lines of communication.
8. When government and businesses engage in discussions about essential critical infrastructure workers, they need to consider the implications of business operations beyond the jurisdiction where the asset or facility is located. Businesses can have sizeable economic and societal impacts as well as supply chain dependencies that are geographically distributed.
9. Whenever possible, jurisdictions should align access and movement control policies related to critical infrastructure workers to lower the burden of workers crossing jurisdictional boundaries.

IDENTIFYING ESSENTIAL CRITICAL INFRASTRUCTURE WORKERS

The following list of identified essential critical infrastructure workers is intended to be overly inclusive reflecting the diversity of industries across the United States.



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HEALTHCARE / PUBLIC HEALTH

- Workers who perform critical clinical research, development, and testing needed for COVID-19 response.
- Healthcare providers and Caregivers including physicians, dentists, psychologists, mid-level practitioners, nurses and assistants, infection control and quality assurance personnel, pharmacists, physical and occupational therapists and assistants, social workers, optometrists, speech pathologists, chiropractors, and diagnostic and therapeutic technicians and technologists.
- Hospital and laboratory personnel (including accounting, administrative, admitting and discharge, engineering, epidemiological, source plasma and blood donation, food service, housekeeping, medical records, information technology and operational technology, nutritionists, sanitarians, respiratory therapists, etc.).
- Workers in other medical and biomedical facilities (including Ambulatory Health and Surgical, Blood Banks, Clinics, Community Mental Health, Comprehensive Outpatient rehabilitation, End Stage Renal Disease, Health Departments, Home Health care, Hospices, Hospitals, Long Term Care, Nursing Care Facilities, Organ Pharmacies, Procurement Organizations, Psychiatric Residential, Rural Health Clinics and Federally Qualified Health Centers, and retail facilities specializing in medical good and supplies).
- Manufacturer workers for health manufacturing (including biotechnology companies), materials and parts suppliers, logistics and warehouse operators, distributors of medical equipment (including those who test and repair), personal protective equipment (PPE), isolation barriers, medical gases, pharmaceuticals (including materials used in radioactive drugs), dietary supplements, blood and blood products, vaccines, testing materials, laboratory supplies, cleaning, sanitizing, disinfecting or sterilization supplies, and tissue and paper towel products.
- Public health / community health workers, including those who compile, model, analyze and communicate public health information.
- Blood and plasma donors and the employees of the organizations that operate and manage related activities.
- Workers who manage health plans, billing, and health information, who cannot practically work remotely.
- Workers who conduct community-based public health functions, conducting epidemiologic surveillance, compiling, analyzing and communicating public health information, who cannot practically work remotely.
- Workers performing information technology and cybersecurity functions at healthcare and public health facilities, who cannot practically work remotely.
- Workers performing security, incident management, and emergency operations functions at or on behalf of healthcare entities including healthcare coalitions, who cannot practically work remotely.
- Pharmacy employees necessary to maintain uninterrupted prescription filling.
- Workers performing mortuary funeral, cremation, burial, cemetery, and related services, including funeral homes, crematoriums, cemetery workers, and coffin makers.
- Workers who coordinate with other organizations to ensure the proper recovery, handling, identification, transportation, tracking, storage, and disposal of human remains and personal effects; certify cause of death; and facilitate access to mental/behavioral health services to the family members, responders, and survivors of an incident.

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LAW ENFORCEMENT, PUBLIC SAFETY, AND OTHER FIRST RESPONDERS

- Public, private, and voluntary personnel (front line and management) in emergency management, law enforcement, fire and rescue services, emergency medical services, and private security, to include public and private hazardous material responders, air medical service providers (pilots and supporting technicians), corrections, and search and rescue personnel.
- 911 call center employees and Public Safety Answering Points who can't perform their duties remotely.
- Fusion Center employees.
- Workers – including contracted vendors – who maintain, manufacture, or supply equipment and services supporting law enforcement emergency service and response operations (to include electronic security and life safety security personnel).
- Workers supporting the manufacturing of safety equipment and uniforms for law enforcement, public safety personnel, and first responder.
- Workers supporting the operation of firearm or ammunition product manufacturers, retailers, importers, distributors, and shooting ranges.
- Public agency workers responding to abuse and neglect of children, elders, and dependent adults.
- Workers who support weather disaster / natural hazard mitigation and prevention activities.
- Security staff to maintain building access control and physical security measures.

FOOD AND AGRICULTURE

- Workers supporting groceries, pharmacies, convenience stores, and other retail (including unattended and vending) that sells human food, animal/pet food and pet supply, and beverage products, including retail customer support service and information technology support staff necessary for online orders, pickup and delivery.
- Restaurant carry-out and quick serve food operations, including dark kitchen and food prep centers, and carry-out and delivery food employees.
- Food manufacturer employees and their supplier employees—to include those employed in food ingredient production and processing facilities; livestock, poultry, seafood slaughter facilities; pet and animal feed processing facilities; human food facilities producing by-products for animal food; beverage production facilities; and the production of food packaging.
- Farmers, farm workers, and agribusiness support services to include those employed in auction and sales: grain and oilseed handling, processing and distribution; animal food, feed, and ingredient production, packaging, and distribution; manufacturing, packaging, and distribution of veterinary drugs; truck delivery and transport; farm and fishery labor needed to produce our food supply domestically and for export.
- Farmers, farm workers, support service workers, and their supplier employees to include those engaged in producing and harvesting field crops; commodity inspection; fuel ethanol facilities; biodiesel and renewable diesel facilities; storage facilities; and other agricultural inputs.
- Employees and firms supporting the distribution of food, feed, and beverage and ingredients used in these products, including warehouse workers, vendor- managed inventory controllers and blockchain managers.
- Workers supporting the sanitation and pest control of all food manufacturing processes and operations from wholesale to retail.
- Employees in cafeterias used to feed employees, particularly employee populations sheltered against COVID-19.
- Workers in animal diagnostic and food testing laboratories in private industries and in institutions of higher education.

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- Government, private, and non-governmental organizations' workers essential for food assistance programs (including school lunch programs) and government payments.
- Employees of companies engaged in the production, storage, transport, and distribution of chemicals, medicines, vaccines, and other substances used by the food and agriculture industry, including seeds, pesticides, herbicides, fertilizers, minerals, enrichments, and other agricultural production aids.
- Animal agriculture workers to include those employed in veterinary health (including those involved in supporting emergency veterinary or livestock services); raising of animals for food; animal production operations; livestock markets; slaughter and packing plants, manufacturers, renderers, and associated regulatory and government workforce.
- Transportation supporting animal agricultural industries, including movement of animal medical and reproductive supplies and materials, animal vaccines, animal drugs, feed ingredients, feed, and bedding, live animals, animal by-products, and deceased animals for disposal.
- Workers who support sawmills and the manufacture and distribution of fiber and forest products, including, but not limited to timber, paper, and other wood and fiber products.
- Employees engaged in the manufacture and maintenance of equipment and other infrastructure necessary for agricultural production and distribution.

ENERGY

- Workers supporting the energy sector, regardless of the energy source (including but not limited to nuclear, fossil, hydroelectric, or renewable), segment of the system, or infrastructure the worker is involved in, or who are needed to monitor, operate, engineer, and maintain the reliability, safety, environmental health, and physical and cyber security of the energy system.
- Energy/commodity trading/scheduling/marketing functions, who can't perform their duties remotely.
- IT and OT technology for essential energy sector operations including support workers, customer service operations; energy management systems, control systems, and Supervisory Control and Data Acquisition SCADA systems, and energy sector entity data centers; cybersecurity engineers; and cybersecurity risk management.
- Workers supporting the energy sector through renewable energy infrastructure (including, but not limited to wind, solar, biomass, hydrogen, ocean, geothermal, and/or hydroelectric), including those supporting construction, manufacturing, transportation, permitting, operation/maintenance, monitoring, and logistics.
- Workers and security staff involved in nuclear re-fueling operations.
- Providing services related to energy sector fuels (including, but not limited, petroleum (crude oil), natural gas, propane, natural gas liquids, other liquid fuels, nuclear, and coal), supporting the mining, processing, manufacturing, construction, logistics, transportation, permitting, operation/maintenance, security, waste disposal and storage, and monitoring of support for resources.
- Environmental remediation/monitoring, limited to immediate critical needs technicians.
- Manufacturing and distribution of equipment, supplies, and parts necessary to maintain production, maintenance, restoration, and service at energy sector facilities (across all energy sector segments).

Electricity industry:

- Workers who maintain, ensure, or restore, or are involved in the development, transportation, fuel procurement, expansion, or operation of the generation, transmission, and distribution of electric power, including call centers, utility workers, engineers, retail electricity, constraint maintenance, and fleet maintenance technicians who cannot perform their duties remotely.
- Workers at coal mines, production facilities, and those involved in manufacturing, transportation, permitting, operation/maintenance and monitoring at coal sites which is critical to ensuring the reliability of the electrical system.

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- Workers who produce, process, ship and handle coal used for power generation and manufacturing.
- Workers needed for safe and secure operations at nuclear generation to include but not limited to, the broader nuclear supply chain, parts to maintain nuclear equipment, fuel manufacturers and fuel components used in the manufacturing of fuel.
- Workers at renewable energy infrastructure (including, but not limited to wind, solar, biomass, hydrogen, geothermal, and/or hydroelectric), including those supporting construction, manufacturing, transportation, permitting, operation/maintenance, monitoring, and logistics.
- Workers at generation, transmission, and electric black start facilities.
- Workers at Reliability Coordinator, Balancing Authorities, and primary and backup Control Centers, including but not limited to independent system operators, regional transmission organizations, and local distribution control centers.
- Mutual assistance personnel which may include workers from outside of the state or local jurisdiction.
- Vegetation management and traffic control for supporting those crews.
- Environmental remediation/monitoring workers limited to immediate critical need technicians.
- Instrumentation, protection, and control technicians.
- Essential support personnel for electricity operations.
- Generator set support workers such as diesel engineers used in power generation including those providing fuel.

Petroleum industry:

- Workers for onshore and offshore petroleum drilling operations; platform and drilling construction and maintenance; transportation (including helicopter operations); maritime transportation, supply, and dredging operations; maritime navigation; well stimulation, intervention, monitoring, automation and control, extraction, production; processing; waste disposal, and maintenance, construction, and operations.
- Workers for crude oil, petroleum and petroleum product storage and transportation, including pipeline, marine transport, terminals, rail transport, storage facilities and racks and road transport for use as end-use fuels such as gasoline, diesel fuel, jet fuel, and heating fuels or feedstocks for chemical manufacturing.
- Petroleum and petroleum product security operations center employees and workers who support maintenance and emergency response services.
- Petroleum and petroleum product operations control rooms/centers and refinery facilities.
- Retail fuel centers such as gas stations and truck stops, and the distribution systems that support them.
- Supporting new and existing construction projects, including, but not limited to, pipeline construction.

Natural Gas, Natural Gas Liquids (NGL), Propane, and other liquid fuels

- Workers who support onshore and offshore drilling operations, platform and drilling construction and maintenance; transportation (including helicopter operations); maritime transportation, supply, and dredging operations; maritime navigation; natural gas and natural gas liquid production, processing, extraction, storage and transportation; well intervention, monitoring, automation and control; waste disposal, and maintenance, construction, and operations.
- Transmission and distribution pipeline workers, including compressor stations and any other required, operations maintenance, construction, and support for natural gas, natural gas liquid, propane, and other liquid fuels.
- Natural gas, propane, natural gas liquids, and other liquid fuel processing plants, including construction, maintenance, and support operations.
- Natural gas processing plants workers, and those that deal with natural gas liquids.
- Workers who staff natural gas, propane, natural gas liquids, and other liquid fuel security operations centers, operations dispatch and control rooms/centers, and emergency response and customer emergencies (including leak calls) operations.
- Drilling, production, processing, refining, and transporting natural gas for use as end-use fuels, feedstocks for

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chemical manufacturing, or use in electricity generation.

- Dispatch and control rooms and emergency response and customer emergencies, including propane leak calls.
- Propane gas service maintenance and restoration, including call centers.
- Propane, natural gas liquids, and other liquid fuel distribution centers.
- Propane gas storage, transmission, and distribution centers.
- Supporting new and existing construction projects, including, but not limited to, pipeline construction.
- Ethanol and biofuel production, refining, and distribution.
- Workers in fuel sectors (including, but not limited to nuclear, coal, and gas types and liquid fuels) supporting the mining, manufacturing, logistics, transportation, permitting, operation/maintenance, and monitoring of support for resources.

WATER AND WASTEWATER

Employees needed to operate and maintain drinking water and wastewater/drainage infrastructure, including:

- Operational staff at water authorities.
- Operational staff at community water systems.
- Operational staff at wastewater treatment facilities.
- Workers repairing water and wastewater conveyances and performing required sampling or monitoring, including field staff.
- Operational staff for water distribution and testing.
- Operational staff at wastewater collection facilities.
- Operational staff and technical support for SCADA Control systems.
- Chemical and equipment suppliers to water and wastewater systems and personnel protection.
- Workers who maintain digital systems infrastructure supporting water and wastewater operations.

TRANSPORTATION AND LOGISTICS

- Employees supporting or enabling transportation functions, including truck drivers, bus drivers, dispatchers, maintenance and repair technicians, warehouse workers, truck stop and rest area workers, Department of Motor Vehicle (DMV) employees, towing/recovery services, roadside assistance workers, intermodal transportation personnel, and workers who maintain and inspect infrastructure (including those that require cross-jurisdiction travel).
- Workers supporting the distribution of food, pharmaceuticals (including materials used in radioactive drugs) and other medical materials, fuels, chemicals needed for water or water treatment and energy Maintenance and operation of essential highway infrastructure, including roads, bridges, and tunnels (e.g., traffic operations centers and moveable bridge operators).
- Employees of firms providing services, supplies, and equipment that enable warehouse and operations, including cooling, storing, packaging, and distributing products for wholesale or retail sale or use. Includes cold- and frozen-chain logistics for food and critical biologic products.
- Mass transit workers and providing critical transit services and/or performing critical or routine maintenance to mass transit infrastructure or equipment.
- Employees supporting personal and commercial transportation services – including taxis, delivery services, vehicle rental services, bicycle maintenance and car-sharing services, and transportation network providers.
- Workers responsible for operating and dispatching passenger, commuter and freight trains and maintaining rail infrastructure and equipment.
- Maritime transportation workers, including dredgers, port workers, mariners, ship crewmembers, ship pilots and tug boat operators, equipment operators (to include maintenance and repair, and maritime-specific medical

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providers), ship supply, chandler, and repair companies.

- Workers including truck drivers, railroad employees and contractors, maintenance crew, and cleaners supporting transportation of chemicals, hazardous, medical, and waste materials to support critical infrastructure, capabilities, functions, and services, including specialized carriers, crane and rigging industry workers.
- Bus drivers and workers who provide or support intercity, commuter and charter bus service in support of other essential services or functions.
- Automotive repair, maintenance, and transportation equipment manufacturing and distribution facilities (including those who repair and maintain electric vehicle charging stations).
- Transportation safety inspectors, including hazardous material inspectors and accident investigator inspectors.
- Manufacturers and distributors (to include service centers and related operations) of packaging materials, pallets, crates, containers, and other supplies needed to support manufacturing, packaging staging and distribution operations.
- Postal, parcel, courier, last-mile delivery, and shipping and related workers, to include private companies.
- Employees who repair and maintain vehicles, aircraft, rail equipment, marine vessels, bicycles, and the equipment and infrastructure that enables operations that encompass movement of cargo and passengers.
- Air transportation employees, including air traffic controllers and maintenance personnel, ramp workers, aviation and aerospace safety, security, and operations personnel and accident investigations.
- Workers who support the operation, distribution, maintenance, and sanitation, of air transportation for cargo and passengers, including flight crews, maintenance, airport operations, those responsible for cleaning and disinfection, and other on- and off- airport facilities workers.
- Workers supporting transportation via inland waterways such as barge crew, dredging, river port workers for essential goods.
- Workers critical to rental and leasing of vehicles and equipment that facilitate continuity of operations for essential workforces and other essential travel.
- Warehouse operators, including vendors and support personnel critical for business continuity (including HVAC & electrical engineers; security personnel; and janitorial staff) and customer service for essential functions.

PUBLIC WORKS AND INFRASTRUCTURE SUPPORT SERVICES

- Workers who support the operation, inspection, and maintenance of essential public works facilities and operations, including bridges, water and sewer main breaks, fleet maintenance personnel, construction of critical or strategic infrastructure, traffic signal maintenance, emergency location services for buried utilities, maintenance of digital systems infrastructure supporting public works operations, and other emergent issues.
- Workers such as plumbers, electricians, exterminators, builders, contractors, HVAC Technicians, landscapers, and other service providers who provide services that are necessary to maintaining the safety, sanitation, and essential operation of residences, businesses and buildings such as hospitals, senior living facilities, any temporary construction required to support COVID-19 response.
- Workers who support, such as road and line clearing, to ensure the availability of and access to needed facilities, transportation, energy and communications.
- Support to ensure the effective removal, storage, and disposal of residential and commercial solid waste and hazardous waste, including landfill operations.
- Workers who support the operation, inspection, and maintenance of essential dams, locks and levees.
- Workers who support the inspection and maintenance of aids to navigation, and other government provided services that ensure continued maritime commerce.

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COMMUNICATIONS AND INFORMATION TECHNOLOGY

Communications:

- Maintenance of communications infrastructure- including privately owned and maintained communication systems- supported by technicians, operators, call -centers, wireline and wireless providers, cable service providers, satellite operations, Internet Exchange Points, Points of Presence, Network Access Points, back haul and front haul facilities, and manufacturers and distributors of communications equipment.
- Government and private sector employees (including government contractors) with work related to undersea cable infrastructure and support facilities, including cable landing sites, beach manhole vaults and covers, submarine cable depots and submarine cable ship facilities.
- Government and private sector employees (including government contractors) supporting Department of Defense internet and communications facilities.
- Workers who support radio, television, and media service, including, but not limited to front-line news reporters, studio, and technicians for newsgathering, and reporting, and publishing news.
- Network Operations staff, engineers and/or technicians to include IT managers and staff, HVAC & electrical engineers, security personnel, software and hardware engineers, and database administrators that manage the network or operate facilities.
- Engineers, technicians and associated personnel responsible for infrastructure construction and restoration, including contractors for construction and engineering of fiber optic cables, buried conduit, small cells, other wireless facilities, and other communications sector-related infrastructure. This includes construction of new facilities and deployment of new technology as these are required to address congestion or customer usage due to unprecedented use of remote services.
- Installation, maintenance and repair technicians that establish, support or repair service as needed.
- Central office personnel to maintain and operate central office, data centers, and other network office facilities, critical support personnel assisting front line employees.
- Customer service and support staff, including managed and professional services as well as remote providers of support to transitioning employees to set up and maintain home offices, who interface with customers to manage or support service environments and security issues, including payroll, billing, fraud, logistics, and troubleshooting.
- Workers providing electronic security, fire, monitoring and life safety services, and to ensure physical security, cleanliness and safety of facilities and personnel, including temporary licensing waivers for security personnel to work in other States of Municipalities.
- Dispatchers involved with service repair and restoration.
- Retail customer service personnel at critical service center locations for onboarding customers, distributing and repairing equipment and addressing customer issues in order to support individuals' remote emergency communications needs, supply chain and logistics personnel to ensure goods and products are on-boarded to provision these front-line employees.
- External Affairs personnel to assist in coordinating with local, state and federal officials to address communications needs supporting COVID-19 response, public safety, and national security.

Information Technology:

- Workers who support command centers, including, but not limited to Network Operations Command Centers, Broadcast Operations Control Centers and Security Operations Command Centers.
- Data center operators, including system administrators, HVAC & electrical engineers, security personnel, IT managers and purchasers, data transfer solutions engineers, software and hardware engineers, and database administrators, for all industries (including financial services).

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- Workers who support client service centers, field engineers, and other technicians and workers supporting critical infrastructure, as well as manufacturers and supply chain vendors that provide hardware and software, support services, research and development, and information technology equipment (to include microelectronics and semiconductors), and HVAC and electrical equipment for critical infrastructure, and test labs and certification agencies that qualify such equipment (to include microelectronics, optoelectronics, and semiconductors) for critical infrastructure, including data centers.
- Workers needed to preempt and respond to cyber incidents involving critical infrastructure, including medical facilities, SLTT governments and federal facilities, energy and utilities, and banks and financial institutions, securities/other exchanges, other entities that support the functioning of capital markets, public works, critical manufacturing, food & agricultural production, transportation, and other critical infrastructure categories and personnel, in addition to all cyber defense workers (who can't perform their duties remotely).
- Suppliers, designers, transporters and other workers supporting the manufacture, distribution and provision and construction of essential global, national and local infrastructure for computing services (including cloud computing services and telework capabilities), business infrastructure, financial transactions/services, web-based services, and critical manufacturing.
- Workers supporting communications systems and information technology- and work from home solutions- used by law enforcement, public safety, medical, energy, public works, critical manufacturing, food & agricultural production, financial services, education, and other critical industries and businesses.
- Employees required in person to support Software as a Service businesses that enable remote working, performance of business operations, distance learning, media services, and digital health offerings, or required for technical support crucial for business continuity and connectivity.

OTHER COMMUNITY- OR GOVERNMENT-BASED OPERATIONS AND ESSENTIAL FUNCTIONS

- Workers to ensure continuity of building functions, including but not limited to security and environmental controls (e.g., HVAC), the manufacturing and distribution of the products required for these functions, and the permits and inspections for construction supporting essential infrastructure.
- Elections personnel to include both public and private sector elections support.
- Workers supporting the operations of the judicial system.
- Federal, State, and Local, Tribal, and Territorial employees who support Mission Essential Functions and communications networks.
- Trade Officials (FTA negotiators; international data flow administrators).
- Employees necessary to maintain news and media operations across various media.
- Employees supporting Census 2020.
- Weather forecasters.
- Clergy for essential support.
- Workers who maintain digital systems infrastructure supporting other critical government operations.
- Workers who support necessary credentialing, vetting and licensing operations for critical infrastructure workers.
- Customs and immigration workers who are critical to facilitating trade in support of the national emergency response supply chain.
- Educators supporting public and private K-12 schools, colleges, and universities for purposes of facilitating distance learning or performing other essential functions.
- Staff at government offices who perform title search, notary, and recording services in support of mortgage and real estate services and transactions.

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- Residential and commercial real estate services, including settlement services.
- Workers supporting essential maintenance, manufacturing, design, operation, inspection, security, and construction for essential products, services, and supply chain and COVID 19 relief efforts.

CRITICAL MANUFACTURING

- Workers necessary for the manufacturing of metals (including steel and aluminum), industrial minerals, semiconductors, materials and products needed for medical supply chains, and for supply chains associated with transportation, energy, communications, information technology, food and agriculture, chemical manufacturing, nuclear facilities, wood products, commodities used as fuel for power generation facilities, the operation of dams, water and wastewater treatment, processing and reprocessing of solid waste, emergency services, and the defense industrial base. Additionally, workers needed to maintain the continuity of these manufacturing functions and associated supply chains, and workers necessary to maintain a manufacturing operation in warm standby.
- Workers necessary for the manufacturing of materials and products needed to manufacture medical equipment and personal protective equipment (PPE).
- Workers necessary for mining and production of critical minerals, materials and associated essential supply chains, and workers engaged in the manufacture and maintenance of equipment and other infrastructure necessary for mining production and distribution.
- Workers who produce or manufacture parts or equipment that supports continued operations for any essential services and increase in remote workforce (including computing and communication devices, semiconductors, and equipment such as security tools for Security Operations Centers (SOCs) or datacenters).

HAZARDOUS MATERIALS

- Workers who manage hazardous materials associated with any other essential activity, including but not limited to healthcare waste (medical, pharmaceuticals, medical material production), testing operations (laboratories processing test kits), and energy (nuclear facilities) Workers at nuclear facilities, workers managing medical waste, workers managing waste from pharmaceuticals and medical material production, and workers at laboratories processing tests Workers who support hazardous materials response and cleanup.
- Workers who maintain digital systems infrastructure supporting hazardous materials management operations.

FINANCIAL SERVICES

- Workers who are needed to provide, process and maintain systems for processing, verification, and recording of financial transactions and services, including payment, clearing, and settlement; wholesale funding; insurance services; consumer and commercial lending; and capital markets activities).
- Workers who are needed to maintain orderly market operations to ensure the continuity of financial transactions and services.
- Workers who are needed to provide business, commercial, and consumer access to bank and non-bank financial services and lending services, including ATMs, lending and money transmission, and to move currency, checks, securities, and payments (e.g., armored cash carriers).
- Workers who support financial operations and those staffing call centers, such as those staffing data and security operations centers, managing physical security, or providing accounting services.
- Workers supporting production and distribution of debit and credit cards.
- Workers providing electronic point of sale support personnel for essential businesses and workers.

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CHEMICAL

- Workers supporting the chemical and industrial gas supply chains, including workers at chemical manufacturing plants, workers in laboratories, workers at distribution facilities, workers who transport basic raw chemical materials to the producers of industrial and consumer goods, including hand sanitizers, food and food additives, pharmaceuticals, paintings and coatings, textiles, building materials, plumbing, electrical, and paper products.
- Workers supporting the safe transportation of chemicals, including those supporting tank truck cleaning facilities and workers who manufacture packaging items.
- Workers supporting the production of protective cleaning and medical solutions, personal protective equipment, disinfectants, fragrances, and packaging that prevents the contamination of food, water, medicine, among others essential.
- Workers supporting the operation and maintenance of facilities (particularly those with high risk chemicals and/or sites that cannot be shut down) whose work cannot be done remotely and requires the presence of highly trained personnel to ensure safe operations, including plant contract workers who provide inspections.
- Workers who support the production and transportation of chlorine and alkali manufacturing, single-use plastics, and packaging that prevents the contamination or supports the continued manufacture of food, water, medicine, and other essential products, including glass container manufacturing.

DEFENSE INDUSTRIAL BASE

- Workers who support the essential services required to meet national security commitments to the federal government and U.S. Military. These individuals include, but are not limited to, space and aerospace; mechanical and software engineers (various disciplines), manufacturing/production workers; IT support; security staff; security personnel; intelligence support, aircraft and weapon system mechanics and maintainers; and sanitary workers who maintain the hygienic viability of necessary facilities.
- Personnel working for companies, and their subcontractors, who perform under contract or sub-contract to the Department of Defense, as well as personnel at government-owned/contractor-operated and government-owned/government-operated facilities, and who provide materials and services to the Department of Defense, including support for weapon systems, software systems and cybersecurity, defense and intelligence communications and surveillance, space systems and other activities in support of our military, intelligence and space forces.

COMMERCIAL FACILITIES

- Workers who support the supply chain of building materials from production through application/installation, including cabinetry, fixtures, doors, cement, hardware, plumbing, electrical, heating/cooling, refrigeration, appliances, paint/coatings, and employees who provide services that enable repair materials and equipment for essential functions.
- Workers supporting ecommerce through distribution, warehouse, call center facilities, and other essential operational support functions.
- Workers in hardware and building materials stores, consumer electronics, technology and appliances retail, and related merchant wholesalers and distributors - with reduced staff to ensure continued operations.
- Workers distributing, servicing, repairing, installing residential and commercial HVAC systems, boilers, furnaces and other heating, cooling, refrigeration, and ventilation equipment.

RESIDENTIAL/SHELTER FACILITIES AND SERVICES

- Workers in dependent care services, in support of workers in other essential products and services.

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- Workers who support food, shelter, and social services, and other necessities of life for needy groups and individuals, including in-need populations and COVID-19 responders (including travelling medical staff).
- Workers in animal shelters.
- Workers responsible for the leasing of residential properties to provide individuals and families with ready access to available housing.
- Workers responsible for handling property management, maintenance, and related service calls who can coordinate the response to emergency “at-home” situations requiring immediate attention, as well as facilitate the reception of deliveries, mail, and other necessary services.
- Workers performing housing construction related activities to ensure additional units can be made available to combat the nation’s existing housing supply shortage.
- Workers performing services in support of the elderly and disabled populations who coordinate a variety of services, including health care appointments and activities of daily living.
- Workers supporting the construction of housing, including those supporting government functions related to the building and development process, such as inspections, permitting and plan review services that can be modified to protect the public health, but fundamentally should continue and serve the construction of housing (e.g., allow qualified private third-party inspections in case of government shutdown).

HYGIENE PRODUCTS AND SERVICES

- Workers who produce hygiene products.
- Workers in laundromats, laundry services, and dry cleaners.
- Workers providing personal and household goods repair and maintenance.
- Workers providing disinfection services, for all essential facilities and modes of transportation, and supporting the sanitation of all food manufacturing processes and operations from wholesale to retail.
- Workers necessary for the installation, maintenance, distribution, and manufacturing of water and space heating equipment and its components.
- Support required for continuity of services, including commercial disinfectant services, janitorial/cleaning personnel, and support personnel functions that need freedom of movement to access facilities in support of front-line employees.

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1 **STATE OF GEORGIA**

2
3 **CITY OF HAPEVILLE**

4
5 **ORDINANCE NO. _____**

6
7 **AN ORDINANCE TO AMEND AND RESTATE THE RETIREMENT PLAN FOR THE**
8 **EMPLOYEES OF THE CITY OF HAPEVILLE, GEORGIA IN ACCORDANCE WITH**
9 **AND SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THE ATTACHED**
10 **ADOPTION AGREEMENT, ANY ADDENDUM TO THE ADOPTION AGREEMENT,**
11 **THE GEORGIA MUNICIPAL EMPLOYEES BENEFIT SYSTEM (GMEBS) MASTER**
12 **PLAN DOCUMENT, AND THE GMEBS TRUST AGREEMENT- WHEN ACCEPTED BY**
13 **THE AUTHORIZED OFFICERS OF THE CITY AND GMEBS, THE FOREGOING**
14 **SHALL CONSTITUTE A CONTRACT BETWEEN THE CITY AND GMEBS, ALL AS**
15 **AUTHORIZED AND PROVIDED BY O.C.G.A. § 47-5-1 ET SEQ.; TO PROVIDE FOR**
16 **SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN**
17 **EFFECTIVE DATE; AND TO PROVIDE FOR OTHER LAWFUL PURPOSES.**

18
19 **WHEREAS,** the Mayor and Council shall have full power and authority to provide for the
20 execution of all powers, functions, rights, privileges, duties and immunities of the city, its officers,
21 agencies, or employees granted by the City of Hapeville’s Charter or by state law; and,

22
23 **WHEREAS,** the municipal government of the City of Hapeville (hereinafter “City”) and
24 all powers of the City shall be vested in the Mayor and Council. The Mayor and Council shall be
25 the legislative body of the City; and,

26
27 **WHEREAS,** every official act of the Mayor and Council which is to become law shall be
28 by ordinance; and,

29
30 **WHEREAS,** the Mayor and Council desire to amend and restate the retirement plan for
31 the employees of the City of Hapeville.

32
33 **BE IT, AND IT IS HEREBY ORDAINED BY THE MAYOR AND COUNCIL OF**
34 **THE CITY OF HAPEVILLE, GEORGIA THAT:**

35
36 **Section One. The Retirement Plan.** The Retirement Plan for the Employees of the City
37 of Hapeville, Georgia is hereby amended and restated as set forth in and subject to the terms and
38 conditions stated in the following Adoption Agreement, any Addendum to the Adoption
39 Agreement, the Georgia Municipal Employees Benefit System (GMEBS) Master Plan Document,
40 and the GMEBS Trust Agreement, attached and incorporated herein as Exhibit “A”.

41
42 **Section Two.** Except as otherwise specifically required by law or by the terms of the
43 Master Plan or Adoption Agreement (or any Addendum), the rights and obligations under the Plan
44 with respect to persons whose employment with the City was terminated or who vacated his office
45 with the City for any reason whatsoever prior to the effective date of this Ordinance are fixed and
46 shall be governed by such Plan, if any, as it existed and was in effect at the time of such termination.

Section Three. Codification and Certify. This Ordinance adopted hereby shall be codified and certified in a manner consistent with the laws of the State of Georgia and the City.

Section Four. Severability.

(a) It is hereby declared to be the intention of the Mayor and Council that all sections, paragraphs, sentences, clauses and phrases of this Ordinance are or were, upon their enactment, believed by the Mayor and Council to be fully valid, enforceable and constitutional.

(b) It is hereby declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Ordinance is severable from every other section, paragraph, sentence, clause or phrase of this Ordinance. It is hereby further declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Ordinance.

(c) In the event that any phrase, clause, sentence, paragraph or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Mayor and Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Ordinance and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and sections of the Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

Section Five. Repeal of Conflicting Ordinances. All ordinances and parts of ordinances in conflict herewith are hereby expressly repealed.

Section Six. Effective Date. The effective date of this Ordinance shall be June 2, 2020.

ORDAINED this _____ day of _____, 2020.

CITY OF HAPEVILLE, GEORGIA

Alan Hallman, Mayor

ATTEST:

City Clerk

APPROVED BY:

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____.

(SEAL)

Board of Trustees
Georgia Municipal Employees
Benefit System

Secretary



March 30, 2020

RISK MANAGEMENT AND
EMPLOYEE BENEFIT SERVICES
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Vince Williams
Mayor, Union City

TRANSMITTED VIA E-MAIL AND U.S. MAIL

(tyoung@hapeville.org)

Mr. Tim Young
City Manager
City of Hapeville
3468 N. Fulton Ave
Hapeville, Georgia

RE: Georgia Municipal Employees Benefit System (GMEBS) Defined Benefit Plan for the City of Hapeville; Revised Draft Adoption Agreement and Addendum

Dear Mr. Young:

Per the City's request, attached are a draft Georgia Municipal Employees Benefit System ("GMEBS") Defined Benefit Retirement Plan ("Plan") Adoption Agreement ("AA") and a draft General Addendum for the City of Hapeville, which provide for the transfer of assets and administration of the City of Hapeville Defined Benefit Pension Plan to GMEBS effective June 2, 2020. These documents are identical to those provided to the City on March 10, 2020, with the "draft" stamp removed. We are also attaching the GMEBS Master Defined Benefit Retirement Plan Document ("Master Plan") and the Trust Agreement for your files. This letter addresses key provisions of the City's draft GMEBS Plan.

The AA designates the City Manager as the Plan Representative and the Human Resources Manager as the Pension Committee Secretary (see AA pp. 2-3). The Pension Committee Secretary is responsible for communicating salary and service information to GMEBS staff for the annual valuation, and for communicating with GMEBS and participants about Plan terms and pre-retirement beneficiary forms. The Pension Committee consists of the City Clerk, City Manager, two employee representatives appointed by the Governing Authority and three members of the Governing Authority, appointed by the Governing Authority (see AA p. 3 and Section 14.01 of the Master Plan).

The Plan requires participation by all regular employees who work at least 40 hours per week (regularly scheduled) at least five months per year (regularly scheduled). However, the City Manager is excluded from participating in the Plan. Elected officials and municipal legal officers are also not allowed to participate in the Plan (see AA pp. 5-6 and General Addendum subsection 15(e)).

Employees with prior military service will receive credit under the Plan for one year of his or her prior military service for each one year of Credited Service with the City, up to a maximum of five years of prior military service credit under the Plan. This prior military service credit will count for the purpose of benefit computation (see AA p. 10). Vested participants will also receive credited service under the Plan for their unused sick leave. This additional service credit will count for the purpose of benefit computation; however, for participants who were employed prior to January 3, 1990, unused sick leave will also be counted for vesting and benefit eligibility purposes (see AA p. 13). Twenty days of unused sick leave will count as one month of service credit.

Regular employees qualify for an unreduced (i.e., normal or alternative normal) retirement benefit as follows:

- at age 65 with 5 years of service (see AA p. 14);
- for regular employees (including certified public safety employees) employed on October 4, 2005, who are not reemployed after that date, at age 60 with 5 years of service (see AA p. 15);
- for Class 6 participants, upon attainment of 35 years of service (see AA p. 18); and
- for regular employees employed on October 4, 2005, who are not reemployed after that date, upon attainment of 30 years of service (see AA pp. 18-19).

Eligibility for disability retirement benefits is contingent on Social Security Administration award criteria. To qualify for a disability retirement benefit, a participant must terminate employment due to disability and have a Social Security award letter establishing a disability onset date that is on or before his or her termination date. **Timelines for applying for disability retirement benefits are located in Section 6.04 of the Master Plan.** There is no minimum service requirement for disability retirement benefits. The minimum disability benefit will be 66 2/3 percent of the participant's average monthly earnings for the 12 calendar month period (excluding any period of unpaid leave of absence) immediately preceding his or her termination of employment as a result of a disability, less any monthly federal Social Security disability benefits as reported by the City (see AA pp. 20 and 25-26, General Addendum, Section 9, and Section 6.04 of the Master Plan).

As a general rule, participants can qualify for early retirement at age 55 with 10 years of service (see AA pp. 14). However, participants employed on October 4, 2005, who are not reemployed after that date, can qualify for early retirement at age 50 with 10 years of service (see AA p. 14). If a participant elects early retirement, his or her monthly retirement benefits will be reduced to account for retiring at an earlier age (see Master Plan Section 12.01 for early retirement reduction factors).

Monthly normal retirement benefits will be calculated as follows:

- for Class 3 participants, 1/12 of 1.0% of final average earnings up to the Table Break Point, plus 1.75% of final average earnings in excess of the breakpoint, multiplied by years of service as a Class 3 employee (see AA pp. 22 and 23);
- for Class 4 participants, 1/12 of 2.5% of final average earnings multiplied by years of service as a Class 4 employee (see AA p. 22);
- for Class 5 participants, 1/12 of 1.32% of final average earnings multiplied by years of service as a Class 5 employee (see AA p. 21); and
- for Class 6 participants, 1/12 of 2.0% final average earnings multiplied by years of service as a Class 6 employee (see AA p. 21).

An employee's final average earnings is the monthly average of earnings paid to the participant for the 60 consecutive months of service in which his or her earnings were the highest (see AA p. 23). Participant classes are defined in subsection 15(d) of the General Addendum.

It is our understanding that there are no active or terminated vested Class 1 or Class 2 participants. Thus, we have drafted paragraph 15(d)(vi) of the General Addendum to state that GMEBS will administer benefits to Class 1 and Class 2 participants (and their beneficiaries, if applicable), in accordance with the terms of the May 11, 2010 plan (or, if the participant terminated before May 11, 2010, in accordance with the plan in effect when the participant terminated).

In-service distribution is not allowed under the City's Plan. Similarly, if a retiree returns to employment with the City as an eligible regular employee, his or her retirement benefits will be suspended during the period of reemployment (see AA p. 27). The Plan provides for a new fixed annual cost of living adjustment (COLA) in the amount of 1.0% (see AA p. 28). If the city wants to adopt an ad hoc COLA in the future, the City will have to amend the Plan.

Eligible regular employees are subject to a 5-year vesting requirement (see AA. p. 29). The Plan provides for an Auto A in-service death benefit. Participants will be eligible for this benefit upon becoming eligible to participate in the Plan (see AA p. 30). The Plan also provides for an Auto A death benefit for terminated employees who are vested under the Plan (see AA pp. 31-32). Employee contributions are not permitted or required under the Plan (see AA p. 32).

Please note, the Master Plan permits service with other GMEBS employers ("portability service") to count toward vesting and benefit eligibility; however, the amount of any benefit payable from the City's Plan will be based solely on service with the City. As a general rule, service with other GMEBS employers will not count as portability service for participants who terminated employment before June 2, 2020, unless such participants participated in City's GMEBS Plan prior to July 1, 2007, or participate in the City's GMEBS Plan on or after June 2, 2020 (see General Addendum subsection 15(h)).

Subsection 15(b) of the General Addendum details the information and types of documents GMEBS needs from the City in order to administer the Plan. **Section 15(b) also specifies that at least 85 percent of the retirement trust fund assets must be transferred to GMEBS no later than June 5, 2020, so that GMEBS can process benefit payments starting July 1, 2020. If these funds are not transferred to GMEBS by June 5, 2020, the City will need to make the July 1, 2020, benefit payments; however, GMEBS will otherwise administer the Plan starting June 2, 2020.**

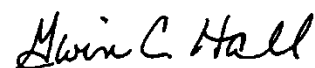
The General Addendum also addresses administration of benefits to current retirees and terminated vested participants (see subsections 15(b) and (c)), incorporates the reservation of rights in the City's current plan (see subsection 15(f)), and confirms that GMEBS is entitled to rely on information provided it by the City (see subsection 15(g)). Subsection 15(i) of the General Addendum acknowledges that the City will pay for any IRS filings that are necessary to ensure the "qualified" status of the Plan under Section 401(a) of the Internal Revenue Code. Because the City's plan was last updated in 2010 and contains provisions that are not part of the pre-approved GMEBS Plan, it will be necessary to file the City's GMEBS Plan with the IRS soon after the transfer of assets and administration to GMEBS to ensure compliance with Section 401(a).

As a reminder, all participants need to complete a GMEBS pre-retirement beneficiary designation form and new tax withholding forms.

Please note that per O.C.G.A. § 47-5-40, the Adoption Agreement and General Addendum have been drafted in the form of an ordinance. If the draft documents are acceptable, please have the designated representatives sign and date the Adoption Agreement and General Addendum where indicated (p. 37 and p. 10, respectively). After the documents are executed, please scan and email both documents to rgresham@gacities.com. We will then countersign and return the documents to you.

Please feel free to contact me at 678-686-6212 or ghall@gmanet.com with any questions or comments.

Sincerely,



Gwin C. Hall
Senior Associate General Counsel

Encl.

C: Mr. Andy Welch, City Attorney, City of Hapeville (w/ encl.)
Ms. Michelle Warner (w/o encl.) Director, Retirement Field Services and DC Program (w/o encl.)
Mr. Randy Logan, Deputy Executive Director (w/o encl.)
Ms. Caroline Dorsey, Assistant General Counsel (w/o encl.)

GEORGIA MUNICIPAL EMPLOYEES
BENEFIT SYSTEM

DEFINED BENEFIT RETIREMENT PLAN

AN ORDINANCE
and
ADOPTION AGREEMENT
for
City of Hapeville

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

TABLE OF CONTENTS

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

A.	Re-Employment as Eligible Employee After Normal, Alternative Normal, or Early Retirement and Following Bona Fide Separation of Service (see Master Plan Section 6.06(c) Regarding Re-Employment as an Ineligible Employee and Master Plan Section 6.06(e) and (f) Regarding Re-Employment After Disability Retirement)	27
B.	Cost Of Living Adjustment.....	28
17.	TERMINATION OF EMPLOYMENT BEFORE RETIREMENT; VESTING	29
A.	Eligible Regular Employees	29
B.	Elected or Appointed Members of the Governing Authority	29
18.	PRE-RETIREMENT DEATH BENEFITS	30
A.	In-Service Death Benefit.....	30
B.	Terminated Vested Death Benefit.....	31
19.	EMPLOYEE CONTRIBUTIONS	32
20.	MODIFICATION OF THE TERMS OF THE ADOPTION AGREEMENT	33
21.	TERMINATION OF THE ADOPTION AGREEMENT.....	34
22.	EMPLOYER ADOPTION AND AUTHORIZATION FOR AMENDMENTS	34

I. AN ORDINANCE

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

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

3. GOVERNING AUTHORITY

Name: **Mayor and Council of the City of Hapeville**
Address: **3468 N. Fulton Ave., Hapeville, Georgia 30354**
Phone: **404-669-2100**
Facsimile: **404-669-3113**

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: **3468 N. Fulton Ave., Hapeville, Georgia 30354**
Phone: **404-669-2100**
Facsimile: **404-669-3113**

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 Manager**

Address: **3468 N. Fulton Ave., Hapeville, Georgia 30354**

Phone: **404-669-2100**

Facsimile: **404-669-3113**

6. TYPE OF ADOPTION

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

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

7. EFFECTIVE DATE

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

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

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

The effective date of this Plan is _____.

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

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

Except as otherwise specifically provided in the Master Document or in this Adoption Agreement, the effective date of this restatement shall be **June 2, 2020** **(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 **March 1, 1976** **(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 _____ **(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 _____ **(insert effective date of most recent Adoption Agreement preceding this Adoption Agreement)**.

The Employer's first Adoption Agreement became effective _____ **(insert effective date of Employer's first GMEBS Adoption Agreement)**. The Employer's GMEBS Plan was originally effective _____ **(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)**: _____.

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**): The City Manager is excluded from participation in the Plan.

B. Elected or Appointed Members of the Governing Authority

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

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

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

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

(2) Municipal Legal Officers (check one):

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

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

10. ELIGIBILITY CONDITIONS

A. Hours Per Week (Regular Employees)

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

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

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

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

Minimum hour requirement applicable to excepted Regular Employees:

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

B. Months Per Year (Regular Employees)

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

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

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

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

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

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

11. WAITING PERIOD

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

12. ESTABLISHING PARTICIPATION IN THE PLAN

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

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

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

13. CREDITED SERVICE

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

A. Credited Past Service with Adopting Employer

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

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

With respect to Eligible Employees who are employed by the Adopting Employer on the original

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

- ☒ All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service).
- ☐ All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), except for Service rendered prior to _____ **(insert date)**.
- ☐ All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), except as follows **(must specify other limitation in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.
- ☐ 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))**: Any Class 2 or Class 4 Employee who did not elect to become a Participant as of the date he or she first qualified to do so became a Participant on March 1, 1994, but the Credited Past Service of such Participant shall not include the period of Service from the date he or she first qualified to become a Participant to the date he or she becomes a Participant, or any creditable Past Service due him or her on the date he or she was first qualified to become a Participant under the Plan.

(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 5 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 **1** 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))**: To receive Military Service credit hereunder, the Participant must provide the Pension Committee with documentation that the Committee deems sufficient to establish the Participant's entitlement to such credit, including but not limited to a copy of the Participant's DD-214.

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

C. Prior Governmental Service

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

order for Participants to receive this portability service credit pursuant to Section 9.05 of the Master Plan.

(1) Credit for Prior Governmental Service.

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

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

(2) Definition of Prior Governmental Service.

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

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

(3) Maximum Credit for Prior Governmental Service.

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

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

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

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

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

(5) Payment for Prior Governmental Service Credit.

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

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

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

(1) Credit for Unused Paid Time Off.

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

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

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

- ☐ Unused paid time off shall **not** be treated as Credited Service **(if checked, skip to Section 14 – Retirement Eligibility).**

- ☒ The following types of unused paid time off for which the Participant is not paid shall be treated as Credited Service under the Plan **(check one or more as applicable)**:

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

(2) Minimum Service Requirement.

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

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

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

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

(4) Maximum Credit for Unused Paid Time Off.

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

(5) Computation of Unused Paid Time Off.

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

(6) Other Conditions (please specify, subject to limitations in Section 3.01 of Master Plan; must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): Notwithstanding any provision to the contrary, for Participants employed prior to January 3, 1990, unused sick leave creditable

hereunder shall also be counted for purposes of meeting the minimum Service requirements for Vesting and benefit eligibility.

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):** **Eligible Regular Employees employed on October 4, 2005, provided they are not Terminated and reemployed after such date.**

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

- ☒ Attainment of age **50** (insert number)
- ☒ Completion of **10** 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):** Eligible Regular Employees employed on October 4, 2005, provided they are not Terminated and reemployed after such date.

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

- ☒ Attainment of age **60 (insert number)**
- ☒ Completion of **5 years (insert number)** of Total Credited Service
- ☐ In-Service Distribution to Eligible Employees permitted (*i.e.*, a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and is at least age 62 (unless a lower safe-harbor age is permitted under applicable federal law), subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one):** ☐ all Participants ☐ only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named):** _____.

(2) Elected or Appointed Members of Governing Authority

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

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

Exceptions: If different normal retirement qualifications apply to particular elected or appointed members of the Governing Authority or Municipal Legal Officers, the Employer must specify

below to whom the different requirements apply and indicate below the requirements applicable to them.

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

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

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

C. Alternative Normal Retirement Qualifications

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

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

- (1) ☐ Not applicable (the Adopting Employer does not offer alternative normal retirement benefits under the Plan).
- (2) ☐ **Alternative Minimum Age & Service Qualifications (if checked, please complete one or more items below, as applicable):**
 - ☐ Attainment of age _____ **(insert number)**
 - ☐ Completion of _____ years **(insert number)** of Total Credited Service
 - ☐ In-Service Distribution to Eligible Employees permitted (*i.e.*, a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and is at least age 62 (unless a lower safe-harbor age is permitted

under applicable federal law), subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: ☐ all Participants ☐ only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

This alternative normal retirement benefit is available to:

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

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

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

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

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

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

This alternative normal retirement benefit is available to:

- ☐ All Participants who qualify.

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

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

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

- (4) ☒ **Alternative Minimum Service.** A Participant is eligible for an alternative normal retirement benefit if he has at least 35 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)**: Class 6 Participants.

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): A Participant is eligible for an Alternative Normal Retirement benefit if he or she has at least 30 years 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 minimum age and service requirements specified immediately above and is at least age 62 (unless a lower safe-harbor age is permitted under applicable federal law), subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: ☐ all Participants ☐ only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

This alternative normal retirement benefit is available to:

- ☐ All Participants who qualify.
- ☒ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: **Eligible Regular Employees employed on October 4, 2005, provided they are not Terminated and reemployed after such date.**

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

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

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

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

- ☐ In-Service Distribution to Eligible Employees who are Public Safety Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if the Participant meets minimum age and service requirements specified immediately above and is at least age 50 (unless a lower safe-harbor age is permitted under applicable federal

law), subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: ☐ all Participants ☐ only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

This alternative normal retirement benefit is available to:

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

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

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

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

D. Disability Benefit Qualifications

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

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

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

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

15. RETIREMENT BENEFIT COMPUTATION

A. Maximum Total Credited Service

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

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

B. Monthly Normal Retirement Benefit Amount

(1) Regular Employee Formula

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

- ☒ (a) **Flat Percentage Formula. 1.32% (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)**: Class 5 Participants.
- ☒ (b) **Alternative Flat Percentage Formula. 2.0% (insert percentage)** of Final Average Earnings multiplied by years of Total Credited Service as an Eligible Regular Employee. This formula applies to the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: Class 6 Participants.

- ☒ (b.1) **Alternative Flat Percentage Formula. 2.5% (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): Class 4 Participants**.
- ☒ (c) **Split Final Average Earnings Formula. 1.0% (insert percentage)** of Final Average Earnings up to the amount of **Covered Compensation (see subsection (2) below for definition of Covered Compensation)**, plus **1.75% (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): Class 3 Participants**.
- ☐ (d) **Alternative Split Final Average Earnings Formula. _____ % (insert percentage)** of Final Average Earnings up to the amount of **Covered Compensation (see subsection (2) below for definition of Covered Compensation)**, plus _____% **(insert percentage)** of Final Average Earnings in excess of said Covered Compensation, multiplied by years of Total Credited Service as an Eligible Regular Employee.

This formula applies to:

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

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

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

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

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

- ☐ (b) **Dynamic Break Point** Covered Compensation as defined in Section 2.19 of the Master Plan. This definition of Covered Compensation shall apply to **(check one)**:
- ☐ All Participants who are Regular Employees.
- ☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**:_____.
- ☒ (c) **Table Break Point** Covered Compensation as defined in Section 2.20 of the Master Plan. This definition of Covered Compensation shall apply to **(check one)**:
- ☐ All Participants who are Regular Employees.
- ☒ Only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: Class 3 Participants.
- ☐ (d) **Covered Compensation** shall mean a Participant's annual Earnings that do not exceed \$_____ **(specify amount)**. This definition shall apply to **(check one)**:
- ☐ All Participants who are Regular Employees.
- ☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**:_____.

(3) Final Average Earnings

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

This definition of Final Average Earnings applies to:

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

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

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

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

- ☒ Not applicable (elected or appointed members of the Governing Authority or Municipal Legal Officers are not permitted to participate in the Plan).

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

This formula applies to:

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

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

C. Monthly Early Retirement Benefit Amount

Check and complete one or more as applicable:

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

Alternative Early Retirement Reduction Table

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

*Interpolate for whole months

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

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

E. Monthly Disability Benefit Amount

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

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

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

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

F. Minimum/Maximum Benefit For Elected Officials

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

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

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

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

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

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

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

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

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

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

qualifications for Normal Retirement or Alternative Normal Retirement, as applicable, and after satisfying the minimum age parameters of Section 6.06(a)(3) of the Master Plan, in accordance with Section 6.06(b)(2)(B)(i) of the Master Plan.

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

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

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

B. Cost Of Living Adjustment

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

- ☐ (1) No cost-of-living adjustment.
- ☐ (2) Variable Annual cost-of-living adjustment not to exceed _____% **(insert percentage)**.
- ☒ (3) Fixed annual cost-of-living adjustment equal to **1.0**% **(insert percentage)**.

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

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

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

17. TERMINATION OF EMPLOYMENT BEFORE RETIREMENT; VESTING

A. Eligible Regular Employees

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

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

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

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

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

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

B. Elected or Appointed Members of the Governing Authority

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

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

18. PRE-RETIREMENT DEATH BENEFITS

A. In-Service Death Benefit

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

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

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

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

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

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

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

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

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

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

B. Terminated Vested Death Benefit

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

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

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

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

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

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

19. EMPLOYEE CONTRIBUTIONS

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

- ☒ Are not required.
- ☐ Are required in the amount of _____ % (insert percentage) of Earnings for all Participants.
- ☐ Are required in the amount of _____ % (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 June 2, 2020.

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

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

Attest:

CITY OF HAPEVILLE, 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 Hapeville, Georgia, as follows (complete one or more sections, as applicable):

*** Items (1) through (8) of General Addendum – Not Applicable ***

- (9) Minimum Disability Benefit; Subtraction for Ancillary Benefits Inapplicable to Survivor Benefit. Notwithstanding any provision in the Master Plan or Adoption Agreement to the contrary, the subtraction for ancillary benefits received from other sources that otherwise applies under Section 15.E. of the Adoption Agreement shall not apply to a Beneficiary's survivor benefit if the Participant dies while receiving a Disability Retirement Benefit. This provision shall apply to (check one):

☒ All Participants.

☐ Only the following Participants (must specify): _____
_____.

[Repeat above Section as necessary.]

*** Items (10) through (14) of General Addendum – Not Applicable ***

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

- (a) Plan Background. This is a continuation of the “City of Hapeville Defined Benefit Pension Plan”, which was originally approved March 1, 1976, and subsequently amended. Pursuant to a contract between the City and the Joint Municipal Employees’ Retirement System (“JMERS”), JMERS, and its successor, the Georgia Municipal Employees Benefit System (“GMEBS”) administered the plan on behalf of the City and managed the plan’s assets until July 1, 2007, on which date the City terminated its agreement with GMEBS and directed GMEBS to transfer administration of

the plan and all assets in the trust fund to a successor administrator and trustee. Effective June 2, 2020, the City of Hapeville transferred administration of the plan and all assets in the trust fund to GMEBS. Prior to transferring assets and administration back to GMEBS, the plan was most recently restated effective May 11, 2010.

- (b) Transfer of Assets and Administration. Administration of this Plan was transferred to GMEBS effective June 2, 2020, with the express intent that a minimum of 85% of Plan assets be transferred to GMEBS no later than June 5, 2020, with the remainder of the Plan's assets to be transferred to GMEBS no later than August 3, 2020, in order to allow GMEBS to make Retirement benefit payments to Retired Participants (and their beneficiaries) on July 1, 2020, and each month thereafter. The trustee, custodian, fund administrator, third party administrator, and other employees or agents of the City of Hapeville who were responsible for the administration of the City's defined benefit retirement plan immediately prior to June 2, 2020, are authorized and directed to take any and all reasonably necessary actions in order to effect the transfer of at least 85% of retirement plan assets to GMEBS by June 5, 2020, and the remainder by August 3, 2020.
- (i) Required Data. On or before June 2, 2020, the City of Hapeville will provide (or will ensure that its employees or agents provide) GMEBS with records and information reasonably requested or necessary to facilitate the timely transfer of plan administration (plan administration will include the payment of current retirees and beneficiaries in pay status as of July 1, 2020. Information and records to be provided include, but are not limited to the following concerning active Participants, Terminated Vested Participants, Retired Participants and beneficiaries: name, address, social security number, birth date, years and months of credited service, 60-month Earnings history, Employee Contribution history and equity account balances, accrued monthly Normal Retirement benefits, Cost-of-Living adjustments, beneficiary designation forms, Retirement applications, and direct deposit forms, tax

withholding forms, and 1099 tax reporting information for current retirees and beneficiaries.

- (ii) Treatment of Terminated Vested Participants and Retired Participants; Lump Sum Post-Retirement Death Benefit; No Pre-Retirement Death Benefit. In particular with respect to Vested Participants who Terminated prior to June 2, 2020, but had not Retired as of such date, the City will ensure that GMEBS is provided with a listing indicating the amount of each such Terminated Vested Participant's accrued Normal Retirement benefit and Normal Retirement eligibility date. Retirement benefits for said Terminated Vested Participants will be paid based upon said information (unless the Participant returns to service with the City of Hapeville after June 2, 2020) in accordance with the Retirement benefit payment options (including factors used to determine benefit reductions associated with survivor beneficiaries and/or early retirement benefits, and factors used to determine Actuarial Equivalent amounts) available under the GMEBS Master Plan or the City's non-GMEBS plan document, as applicable, in effect as of each said Participant's effective Retirement date
- (iii) Continuation of Benefits for Retirees (and Their Beneficiaries) in Pay Status as of June 2, 2020. Benefits will continue be paid to Retired Participants (and their beneficiaries, if applicable) in pay status prior to June 2, 2020, in accordance with the form of benefit payment required or selected by the Retired Participant under the applicable terms of the retirement plan in effect prior to June 2, 2020, and based upon the benefit payment amounts determined prior to June 2, 2020, and furnished to GMEBS.
- (iv) Effect of Failure to Timely Transfer Assets. Notwithstanding any provision to the contrary, the terms of this paragraph shall apply in the event the City fails to liquidate (or have liquidated) all assets currently invested in the City of Hapeville Defined Benefit Pension Plan trust fund and transfer (or have transferred) at least 85% of such liquidated assets to the GMEBS Retirement Trust by June

5, 2020. In such event, the City, and not GMEBS, will be responsible for processing and distributing all July 1, 2020, benefit payments under the Plan to Participants (and their beneficiaries) in pay status as of such date. Thereafter, the City shall remain responsible for processing benefit payments under the Plan until the first day of the first month that begins at least 20 days after the date on which at least 85% of the liquidated assets describe in this paragraph 15(b)(vi) have been transferred to GMEBS. GMEBS shall otherwise be responsible for administering the Plan effective June 2, 2020, including but not limited to processing Retirement benefit applications and requests for death benefits and determining the amounts of any benefits newly payable under the Plan, and will notify the City of the amounts of any benefits which become newly payable after June 2, 2020, and until the date on which GMEBS assumes responsibility for processing benefit payments. The City shall process payments of any benefits which become newly payable after June 2, 2020, until the date GMEBS assumes responsibility for processing benefit payments (i.e., the first day of the first month that begins at least 20 days after the date on which at least 85% of the liquidated assets describe in this paragraph 15(b)(vi) have been transferred to GMEBS) in accordance with the information provided by GMEBS.

- (c) **Administration of Benefits to Terminated Vested Participants Who Terminated Prior to June 2, 2020; Insufficient Information Relating to Calculation of Benefits under Prior Plan.** Recognizing that documentation by previous plan administrators of the accrued benefits of Participants who Terminated prior to June 2, 2020, may not provide adequate information relating to the computation of retirement benefits under the Plan to accurately determine a Participant's Vested status or the amount of a Participant's monthly Retirement benefit, the following provisions shall govern the administration of Retirement benefits with respect to a Participant who Terminated employment with the City prior to June 2, 2020 (i.e., the effective date of the City's current GMEBS Plan) and who applies for Retirement benefits on or after such date.
- (i) GMEBS shall accept the City's determination regarding whether a Participant who Terminated prior to June 2, 2020 has been deemed Terminated Vested as of such date, provided, however, that in the event the City had deemed such a Participant not Vested and information is subsequently presented suggesting that such Participant was Vested, GMEBS shall, in its sole discretion determine whether said Participant was Vested upon his or her Termination prior to June 2, 2020.
- (ii) Where sufficient information necessary to compute such a Participant's benefits is available, including applicable prior plan documents, GMEBS will compute the Participant's Retirement benefits in accordance with such plan documents and supporting information.

- (iii) Where sufficient information necessary to compute such a Participant's benefits is not available, if the accrued benefits of such a Participant were calculated by the plan administrator in place at the time of the Participant's termination, and GMEBS has written documentation of such calculation, GMEBS will administer retirement benefits to that Participant in accordance with the greater of:

 - (A) The prior administrator's calculation of the Participant's Retirement benefits, applying the GMEBS Retirement factors and the Plan's early retirement factors in effect at the time of the Participant's Retirement to determine the monthly Retirement benefit amount payable to the Participant; or
 - (B) GMEBS's calculation of the Participant's Retirement benefits, using the terms of the GMEBS Plan in effect at the time of the Participant's Retirement, including the benefit formula, the definition of Final Average Earnings and any applicable factors.
- (iv) Where sufficient information necessary to compute such a Participant's benefits is not available and GMEBS does not have documentation of a prior administrator's calculation of the accrued benefits of such a Participant, GMEBS will apply the terms of the GMEBS Plan in effect at the time of the Participant's application for Retirement benefits, including the benefit formula, the definition of Final Average Earnings and any applicable factors, to calculate the Participant's Retirement benefits.
- (v) In the event information relating to such a Participant's Earnings necessary to compute Retirement benefits is insufficient or unavailable, salary information obtained from the Social Security Administration, or other information provided by the City as Earnings, will be used as a proxy to determine the Participant's Final Average Earnings. The City and/or the Participant will be responsible for obtaining Earnings information necessary to

compute retirement benefits under the Plan and providing such information to GMEBS.

- (vi) Notwithstanding any provision to the contrary, the provisions of Article VII, Section 5 and the table in Article X, Section 9, shall apply with respect to the calculation of benefits for Participant who Terminated employment with the City prior to June 2, 2020 (i.e., the effective date of the City's current GMEBS Plan) and who applies for Retirement benefits on or after such date.

(d) **Definitions; Participant Classes.**

- (i) **Class 3 Participants.** Class 3 Participants are Eligible Regular Employees initially employed or reemployed on or after March 1, 1976, from whose Earnings Social Security contributions are regular deducted; however, Class 3 does not include any Employee initially employed or reemployed after October 4, 2005.
- (ii) **Class 4 Participants.** Class 4 Participants are Eligible Regular Employees initially employed or reemployed as Certified Public Safety Employees on or after March 1, 1976, from whose Earnings Social Security contributions are not regularly deducted; however, Class 4 does not include any Employee initially employed or reemployed after October 4, 2005.
- (iii) **Class 5 Participants.** Class 5 Participants are Eligible Regular Employees initially employed or reemployed after October 4, 2005, from whose Earnings Social Security contributions are regularly deducted.
- (iv) **Class 6 Participants.** Class 6 Participants are Eligible Regular Employees initially employed or reemployed as Certified Public Safety Employees after October 4, 2005 from whose Earnings Social Security contributions are not regularly deducted.
- (v) **Certified Public Safety Employees.** "Certified Public Safety Employees" means a Firefighter as defined in Section 2.34

of the Master Plan or a Police Officer as defined in Section 2.51 of the Master Plan.

- (vi) Class 1 and Class 2 Participants. Class 1 and Class 2 Participants were defined in the City's plan which took effect on May 11, 2010 as (in part) Eligible Regular Employees who were employed as of March 1, 1976. As of June 2, 2020, no active or Terminated Vested Class 1 or Class 2 Participants remain in the Plan. Any benefits payable to or on behalf of a Class 1 or Class 2 Participant shall be governed by the City's May 11, 2010 retirement plan documents or, if the Class 1 or Class 2 Participant last Terminated prior to May 11, 2010, by the applicable terms of the plan in effect on the Class 1 or Class 2 Participant's latest Termination of employment.
- (e) Benefits for Former Elected or Appointed Members of the Governing Authority. Elected or appointed members of the Governing Authority who initially take office on or after March 1, 1994, are not eligible to participate in the Plan. Benefits of elected or appointed members of the Governing Authority who entered office prior to March 1, 1994, shall be determined in accordance with the terms of the City's retirement plan in effect as of March 1, 1994, or if earlier, the date of the Participant's Termination vacation of such office. Elected or appointed members of the Governing Authority who first took office prior to March 1, 1994, and who return to office on or after June 2, 2020, shall not be eligible to participate in the Plan following said return to office on or after June 2, 2020.
- (f) Reservation of Rights. The Employer reserves the right to amend the Plan at any time, retroactively or otherwise, by action approved by the Mayor and Council, subject to approval by the Administrator. The Employer expects and intends to continue the Plan indefinitely, but reserves the right to Terminate the Plan at any time. However, no amendment or Termination of the Plan shall authorize any part of the Fund to be used for, or diverted to, purposes other than for the exclusive benefit of Participants and their Beneficiaries.

- (g) **Reliance by GMEBS on Information Provided by City; Litigation over Transfer of Assets and Administration.** GMEBS is not responsible for errors in and is entitled to rely on all information provided to GMEBS by the City, including but not limited to information required pursuant to subsection 15(a) of this Addendum. The City certifies that the information provided is true and correct to the best of its knowledge. Notwithstanding any provision to the contrary, the City of Hapeville, and not GMEBS, shall bear the cost of any litigation or other claims relating to the transfer of assets and administration to GMEBS.
- (h) **Service with GMEBS Employers Not Applicable to Participants Who Terminated Prior to June 2, 2020; Portability Service –** Notwithstanding Section 9.05 of the Master Plan or any other provision to the contrary, Service with other GMEBS Employers shall not count as portability service under this Plan for Employees who Terminated employment with the City of Hapeville prior to June 2, 2020, unless such Employees participated in City's GMEBS Plan prior to July 1, 2007, or participate in the City's GMEBS Plan on or after June 2, 2020. Provisions relating to portability between GMEBS Employers in the City's prior GMEBS Plan, which was originally effective March 1, 1976, and which was terminated and transferred to a successor administrator and trust effective July 1, 2007, shall apply with respect to Participants in said prior GMEBS Plan. Service with the City of Hapeville between July 1, 2007, and June 2, 2020, shall not count as portability service with respect to any other GMEBS Employer unless the Participant was in Service with the City of Hapeville on June 2, 2020, or except as otherwise provided under the City's prior GMEBS plan.
- (i) **IRS Filings.** The City will complete at its expense any IRS filings (including payment of associated IRS filing fees and tax attorney fees) that GMEBS reasonably requests in order to protect the 401(a)-qualified status of the GMEBS volume submitter plan and/or to confirm the 401(a)-qualified status of the City's Adoption Agreement and Addendum.

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

Attest:

CITY OF HAPEVILLE, 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

**RESOLUTION TO CONSIDER THE TRANSFER OF ASSETS AND
ADMINISTRATION OF THE CITY OF HAPEVILLE DEFINED BENEFIT PENSION
PLAN TO THE GEORGIA MUNICIPAL EMPLOYEES BENEFIT SYSTEM PLAN AND
TRUST**

WHEREAS, the City of Hapeville, Georgia ("City") sponsors the City of Hapeville Defined Benefit Pension Plan ("Hapeville Defined Benefit Plan") and has made participation in the Hapeville Defined Benefit Plan available to its employees;

WHEREAS, the assets of the Hapeville Defined Benefit Plan trust fund are currently invested by Mass Mutual Life Insurance Company and is not a part of a pooled retirement fund;

WHEREAS, the Hapeville Defined Benefit Plan is currently administered by Mass Mutual;

WHEREAS, the Board of Trustees of the Georgia Municipal Employees Benefit System ("GMEBS") Defined Benefit Retirement Plan, a public corporation of the State of Georgia, established by and governed in accordance with O.C.G.A. §47-5-1, et. seq., provides defined benefit retirement plans to approximately 280 municipalities and similar organizations throughout Georgia, making such participation in such plans available to municipal employees throughout the state;

WHEREAS, the Board of Trustees of GMEBS administers the Defined Benefit Retirement Plan for participating employers, including but not limited to processing and payment of retirement and death benefits, consulting with counsel concerning federal and state laws and regulations related to compliance matters, conducting annual valuations for each participating employer and recommending annual contribution amounts to achieve and maintain a reasonable and responsible funded status, providing for accounting and actuarial services, determining investment strategy, and overseeing the \$2.1 billion GMEBS Retirement Trust Fund;

WHEREAS the GMEBS Retirement Trust fund is a pooled fund in which trust funds of individual employers are pooled for investment purposes in order to maximize returns and minimize fees;

WHEREAS GMEBS has entered into an administrative contract with the Georgia Municipal Association, Inc. ("GMA") for the day to day administration of the GMEBS Defined Benefit Retirement Plan;

WHEREAS, the City is considering the transfer of the administration of the Hapeville Defined Benefit Plan to the Board of Trustees of the Georgia Municipal Employees Benefit System ("GMEBS") and transfer all assets of the Hapeville Defined Benefit Plan to the GMEBS Retirement Trust Fund;

NOW, THEREFORE, BE IT RESOLVED, that the City authorizes its staff to work with GMEBS and GMA staff to arrange for and facilitate the collection of information necessary to consider the future transfer of assets and administration of the City's Defined Benefit Plan to GMEBS, including but not limited to providing GMEBS and GMA staff with all documents and information relating to the Hapeville Defined Benefit Plan and participants thereof necessary for

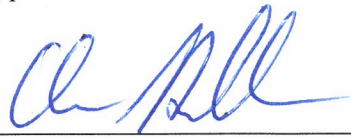
GMEBS' possible future administration of the Plan, including but not limited to the following: information relating to employee equity balances; participation dates; salary information; beneficiary information; participation dates of birth and Social Security Numbers; and plan documents and documentation demonstrating the City's Defined Benefit Plan is a qualified plan in good standing under Section 401(a) of the Internal Revenue Code.

RESOLVED FURTHER, that the City hereby instructs Mass Mutual to provide any and all documents and other information requested by GMEBS or GMA staff necessary to consider the transfer of assets and administration, including but not limited to documents and information listed in this Resolution.

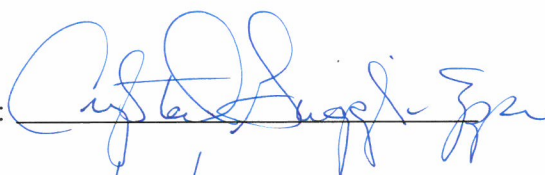
RESOLVED FURTHER, that the City authorizes the City Attorney to communicate with and share documents and information with attorneys for GMA related to the Hapeville Defined Benefit Plan, including but not limited to documents and information relating to plan documents, opinion letters, IRS filings, plan interpretation and participant information, and to coordinate and collaborate with such attorneys as necessary to facilitate the transfer of assets and administration of the City's Defined Benefit Plan to GMEBS

RESOLVED FURTHER, that the designated agents of the City, acting for and on behalf of the City, are hereby authorized and directed to take any and all actions that they, in their judgment, deem necessary or appropriate to effectuate the foregoing resolutions to consider the transfer the assets and administration of the Hapeville Defined Benefit Plan to the Board of Trustees of GMEBS and the GMEBS Retirement Trust Fund, and all actions previously taken by the designated agents of the City with respect to the Hapeville Defined Benefit Plan in anticipation of the foregoing resolutions are hereby confirmed and ratified in all respects.

Adopted by the Mayor and Council of the City of Hapeville, Georgia on July 2, 2019, in accordance with applicable law.

By: 
Signature

Alan Hallman, Mayor
Name and Title

Attest: 

Date: 7/2/19

[Governing Authority should assure that applicable law is followed in the adoption and execution of this resolution.]

1 CITY OF HAPEVILLE

2
3 STATE OF GEORGIA

4
5 RESOLUTION NO. _____

6
7 A RESOLUTION AMENDING AND UPDATING THE CITY OF HAPEVILLE'S FEE
8 SCHEDULE FOR ALCOHOL PERMITS, BUSINESS LICENSES, FIRE DEPARTMENT,
9 PERMITTING, PLANNING AND ZONING, UTILITY AND MISCELLANEOUS; TO
10 AUTHORIZE THE MAYOR TO EXECUTE THIS RESOLUTION AND ANY
11 DOCUMENTS IN SUPPORT OF THIS RESOLUTION; TO REPEAL INCONSISTENT
12 PROVISIONS; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER
13 PURPOSES.
14

15 WHEREAS, the City of Hapeville (the "City") Mayor and Council are vested with the
16 power and responsibility under state law to protect the health, safety, and welfare of their residents,
17 to promote economic development, provide for the transportation needs of the public, and ensure
18 that natural areas be maintained in a manner designed to maintain a desirable community; and,
19

20 WHEREAS, the Mayor and Council of the City shall from time to time review and adopt
21 by Resolution a schedule of fees; and,
22

23 WHEREAS, the Mayor and Council desire to amend the previously adopted fee schedule
24 for alcohol permits, business licenses, fire department, permitting, planning and zoning, utility,
25 and miscellaneous fees.
26

27 NOW THEREFORE, IT IS HEREBY RESOLVED BY THE MAYOR AND
28 COUNCIL OF THE CITY OF HAPEVILLE:
29

30 1. **Desire to Update Schedule of Fees.** The City Council hereby adopts the Schedule
31 of Fees, attached and incorporated hereto as Exhibit "A."
32

33 2. **Recordation.** The City Clerk is hereby directed to record this Resolution,
34 declaration, certification, and/or accompanying exhibit(s) in the official minutes of the City.
35

36 3. **Severability.** To the extent any portion of this Resolution is declared to be invalid,
37 unenforceable, or nonbinding, that shall not affect the remaining portions of this Resolution.
38

39 4. **Repeal of Conflicting Provisions.** All City resolutions are hereby repealed to the
40 extent they are inconsistent with this Resolution.
41

42 5. **Effective Date.** The Schedule of Fees shall become effective as of April 1, 2020.
43

44
45 RESOLVED this _____ day of _____, 2020.
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CITY OF HAPEVILLE, GEORGIA

Alan Hallman, Mayor

ATTEST:

City Clerk



City of Hapeville Permit and License Fees

ALCOHOL PERMITS	FEES
Administrative Fee plus Applicable Fees	\$200
Administrative Fee for Alcohol Permit Renewals	\$100
Beer/Wine Liquor	\$5,000
Beer/Wine Only	\$3,150
Bed and Breakfast	\$250
Liquor Only On-Premises under 2000 sq ft	\$1,600
Beer Only On-Premises under 2000 sq ft	\$750
Wine Only On-Premises Under 2000 sq ft	\$750
Microbrewery	\$1,600
Growler	\$1,600
On-Premises Arts	\$250
Art Gallery	\$50
Alcohol Beverage Caterer (Resident, per event)	\$25
Alcohol Beverage Caterer (Non-Resident, per event)	\$75
Ancillary Wine Tasting	\$100
Off-Premises and Special Events	\$50 annual
Handler Permit (employee)	\$35
Handler Permit (manager or owner)	\$60
Late fee penalty for failure to pay when due, interest at rate of 1% per month until paid	15%
BUSINESS LICENSE	FEES
Business License	\$75 Home-based or Non-profit, \$225 other commercial plus tax on gross receipts; \$75 for renewals plus tax on gross receipts
Practitioner	\$400
Transient Merchant	\$50
Inspection	Residential - \$50 first / \$100 second Commercial - \$70 first / \$140 second
Certificate of Occupancy	Included with business license or Building Permit
Certificate of Completion	Included with business license or Building Permit
Mobile Food Truck Permit	90 Day Permit - \$100; 3 Day Permit - \$50; fee waived for City-Sponsored and 501(c) Non-Profit events
Transient Merchant Permit	90 Day Permit - \$100; 3 Day Permit - \$50; fee waived for City-Sponsored and 501(c) Non-Profit events

FIRE DEPARTMENT	
Inspection fee for 80%-100% New Construction	\$100 first follow-up, \$200 2nd follow up
Sprinkler Plan Review	\$.50/head (\$60 minimum)
Fire Alarm Plan Review	\$.50/device (\$60 minimum)
Hood Suppression System	\$60/system
Building/Civil Plan Review	\$60 set
Administrative Permits (copy of Fire, EMS and Burn Permits)	\$5/each
PERMITTING	
	FEES
Building Permit	Residential - \$65 minimum+\$6.50 per \$1,000 over \$10,000 Commercial - \$80 minimum+\$8 per \$1,000 over \$10,000
Plumbing Permit	Residential - \$65 minimum + \$6.50 per \$1,000 over \$10,000 Commercial - \$80 minimum+\$8 per \$1,000 over \$10,001
Electrical Permit	Residential - \$65 minimum + \$6.50 per \$1,000 over \$10,000 Commercial - \$80 minimum+\$8 per \$1,000 over \$10,002
Mechanical Permit	Residential - \$65 minimum + \$6.50 per \$1000 over \$10,000 Commercial - \$80 minimum + \$8 per \$1000 over \$10,003
Fire Places Permit	Residential - \$65 minimum + \$6.50 per \$1000 over \$10,000 Commercial - \$80 minimum + \$8 per \$1000 over \$10,004
Roofing	Included in building permit (generally \$65 Residential / \$80 Commercial)
Inspection	Residential - \$50 first / \$100 second Commercial - \$70 first / \$140 second
Certificate of Occupancy	Included with business license or Building Permit
Certificate of Completion	Included with business license or Building Permit
Reissue of Licenses / Permits	Depends on time lag for reissuance, generally no charge
PLANNING AND ZONING	
	FEES
Sign	\$100
Mural	\$50

Design Review	\$100 (design review that doesn't require Planning Commission review)
Site Plan Review	\$400+\$25 per acre, \$25 per lot, or \$25 per unit (MR, T-House), whichever is greater
Plan Review Fee by Consultants	A plan review fee must be paid, which shall be equal to one-half of the fee required for the building permit. Minimum fee for plan review is \$100.
Expedited Review	Double regular fees
Pre-Submittal Review	\$100
One Stop Shop - Large Project Fee	10 hours of Consultant time included and then hourly based upon billed rates thereafter
Rezoning	\$500 Residential \$750 Commercial
Zoning Certification	\$75 - Tier I \$250 - Tier II
Revision/Resubmittal	3rd Submittal 50% of original fee
Variance/Appeals	\$350+\$50 for each additional variance
Administrative & Secondary Variance	\$250 create administrative variance capability
Special Use or Conditional Use	\$350
Subdivision	Preliminary Plat \$300+\$10 per lot; Final Plat \$250+\$5 per lot
Arborist	\$150
Demolition fee	\$150 Residential \$550 Commercial
Interior Demolition	Included in building permit (generally \$50)
Boarded Up Property Registration	\$65
Land Disturbance	Minimum \$1,000 plus 1% over 100,000
Excavation	Minimum \$1,000 plus 1% over 100,000
Moving House (in or out of city or through city)	\$600
Tree Removal (exception existing single family and duplexes)	*pull from new tree code
UTILITY	FEES
Sewer Tap	Residential - \$2,000: \$200 for each additional unit Commercial - \$2,500: \$200 for each additional unit
Water Tap	3/4": \$2,000 includes meter 1": \$2,500 - \$600 labor per hour plus 15% on equipment cost 1 1/2": \$3,500 - \$600 labor per hour plus 15% on equipment cost

Water Deposit	Residential \$100 Commerical \$300
Gas Release Inspection Fee	Included with building permit fee
Power Release Inspection Fee	Included with building permit fee
Electrical Pole Services	Included with building permit fee
In-Ground Swimming Pool Permit	\$65
Above-Ground Swimming Pool	\$80
Energy Audit	N/A
MISCELLANEOUS	FEES
Certification of Documents	\$5 first page / \$1 subsequent pages per document
False Alarm Penalties	Allow 3 incidents per calendar year; \$150 per incident thereafter
Garage / Yard Sale	Permit required but no fee; limit 2/year
Temporary Storage Unit / PODS	\$50 Residential \$80 Commercial 30 day limit; can be extended to 45 at the discretion of the Community Services Director
Construction and Roll-off cost	No Charge



City of Hapeville Permit and License Fees

ALCOHOL PERMITS	FEES
Administrative Fee plus Applicable Fees	\$200
Beer/Wine Liquor	\$5,000
Beer/Wine Only	\$3,150
Bed and Breakfast	\$250
Liquor Only On-Premises under 2000 sq ft	\$1,600
Beer Only On-Premises under 2000 sq ft	\$750
Wine Only On-Premises Under 2000 sq ft	\$750
Microbrewery	\$1,600
Growler	\$1,600
On-Premises Arts	\$250
Art Gallery	\$50
Alcohol Beverage Caterer (Resident, per event)	\$25
Alcohol Beverage Caterer (Non-Resident, per event)	\$75
Ancillary Wine Tasting	\$100
Off-Premises and Special Events	\$50 annual
Handler Permit (employee)	\$35
Handler Permit (manager or owner)	\$60
Late fee penalty for failure to pay when due, interest at rate of 1% per month until paid	15%
BUSINESS LICENSE	FEES
Business License	\$75 Home-based or Non-profit, \$225 other commercial plus tax on gross receipts
Practitioner	\$400
Transient Merchant	\$50
Inspection	Residential - \$50 first / \$100 second Commercial - \$70 first / \$140 second
Certificate of Occupancy	Included with business license or Building Permit
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Inspection fee for 80%-100% New Construction	\$100 first follow-up, \$200 2nd follow up
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Administrative Permits (copy of Fire, EMS and Burn Permits)	\$50/each
PERMITTING	FEES
Building Permit	Residential - \$65 minimum+\$6.50 per \$1,000 over \$10,000 Commercial - \$80 minimum+\$8 per \$1,000 over \$10,000
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Electrical Permit	Residential - \$65 minimum + \$6.50 per \$1,000 over \$10,000 Commercial - \$80 minimum+\$8 per \$1,000 over \$10,002
Mechanical Permit	Residential - \$65 minimum + \$6.50 per \$1000 over \$10,000 Commercial - \$80 minimum + \$8 per \$1000 over \$10,003
Fire Places Permit	Residential - \$65 minimum + \$6.50 per \$1000 over \$10,000 Commercial - \$80 minimum + \$8 per \$1000 over \$10,004
Roofing	Included in building permit (generally \$65 Residential / \$80 Commercial)
Inspection	Residential - \$50 first / \$100 second Commercial - \$70 first / \$140 second
Certificate of Occupancy	Included with business license or Building Permit
Certificate of Completion	Included with business license or Building Permit
Reissue of Licenses / Permits	Depends on time lag for reissuance, generally no charge
PLANNING AND ZONING	FEES
Sign	\$100
Mural	\$50
Design Review	\$100 (design review that doesn't require Planning Commission review)
Site Plan Review	\$400+\$25 per acre, \$25 per lot, or \$25 per unit (MR, T-House), whichever is greater

Plan Review Fee by Consultants	A plan review fee must be paid, which shall be equal to one-half of the fee required for the building permit. Minimum fee for plan review is \$100.
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Arborist	\$150
Demolition fee	\$150 Residential \$550 Commercial
Interior Demolition	Included in building permit (generally \$50)
Boarded Up Property Registration	\$65
Land Disturbance	Minimum \$1,000 plus 1% over 100,000
Excavation	Minimum \$1,000 plus 1% over 100,000
Moving House (in or out of city or through city)	\$600
Tree Removal (exception existing single family and duplexes)	\$25 per tree (permit required) Hold for reconsideration of tree removal ordinance
UTILITY	FEES
Sewer Tap	Residential - \$65 minimum + \$6.50 per \$1000 over \$10,000 Commercial - \$80 minimum + \$8 per \$1000 over \$10,005
Water Tap	3/4": \$2,000 includes meter 1": \$2,500 - \$500 labor per hour plus 15% on equipment cost 1 1/2": \$3,500 - \$600 labor per hour plus 15% on equipment cost
Water Deposit	Residential \$100 Commercial \$300
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Electrical Pole Services	Included with building permit fee
In-Ground Swimming Pool Permit	\$65
Above-Ground Swimming Pool	\$80

Energy Audit	N/A
MISCELLANEOUS	FEES
Certification of Documents	\$5 first page / \$1 subsequent pages per document
Oversize Copies	At cost
False Alarm Penalties	Allow 3 incidents per calendar year; \$150 per incident thereafter
Garage / Yard Sale	Permit required but no fee; limit 2/year
Temporary Storage Unit / PODS	\$50 Residential \$80 Commercial 30 day limit; can be extended to 45 at the discretion of the Community Services Director

THIS AGREEMENT, made and entered into by and between

Norfolk Southern Railway Company, a Virginia corporation, hereinafter styled "Railway;" and the **City of Hapeville** in Fulton County, GA, a Local governmental entity, hereinafter styled "Public Authority":

W I T N E S S E T H: THAT

WHEREAS, Public Authority, for its sole benefit and at its own cost and expense, is proposing to implement a Quiet Zone at which locomotive horns are not routinely sounded as set forth in federal regulation (49 CFR Part 222) within their community at

Street	Crossing #	Milepost
Ford Plant Xing	717994D	S 285.30
Perkins Dr	717996S	S 285.50
Dogwood Dr	717998F	S 285.70
Virginia Ave	718001U	S 285.88
Sylvan Rd	718002B	S 286.40

which implementation requires modifications to a public roads or highways identified, hereinafter called "Public Crossings", upon and across, at grade, the right of way or property and track (whether more than one track) of Railway, located within the **City of Hapeville, Fulton County, Georgia**, located substantially as listed in **Exhibit A**, attached hereto and made a part of this Agreement; and

WHEREAS, Public Authority has requested Railway to perform certain work, hereinafter called "**Modifications**", in connection with Public Authority's intent to implement a Quiet Zone encompassing the Public Crossing, all of which Railway is willing to do, but upon the terms and conditions hereinafter expressed and contained;

NOW THEREFORE, the PARTIES HERETO agree as follows:

1. Public Authority, in order to obtain entitlement to or approval of a Quiet Zone under 49 CFR Part 222, hereby contracts with Railway to construct and/or install upon and across, at grade, the right of way or property and track (whether more than one track) of Railway, the Modifications, at the aforescribed locations, as listed in **Exhibit 'A'** under '**QZ Modification**' for the warning of traffic over and upon the Public Crossing, of such character, specification and design as may be approved by the Superintendent of Railway or his duly authorized representative; RESERVING, however, unto Railway the right to continue to maintain, repair, renew and operate its railway and appurtenances across the Public Crossing, and to construct such additional tracks and other railway facilities across the Public Crossing, and to maintain, repair, renew and operate the same as in the judgment of Railway may be requisite; it being understood that if Railway elects or is required to construct any additional tracks or other structures or facilities thereon, and shall find it necessary to disturb the Public Crossing, the Modifications, or any portion of the highway located within the limits of said right of way in so doing, Public Authority will, at its own cost and expense, upon notice in writing so to do served upon it by Railway, make such changes in the Public Crossing, the Modifications, or in said highway, or arrange for such changes to be made at the Public Authority's expense, as may be necessary to accommodate the work of Railway.

2. Railway will, for the accommodation of and at the expense of Public Authority, perform the Modifications; and revise, relocate, maintain and reconstruct signal facilities and other railway facilities in such manner as may be necessary to this undertaking, all in accordance with plans, specifications and estimates prepared by Railway; said plans, specifications and estimates will be provided to the Public Authority and is made a part hereof by reference. Public Authority will pay to Railway, promptly upon bill rendered therefor, the actual cost of all Modifications and associated work performed by Railway pursuant to this Agreement, including but not limited to the expenditures herein expressly described, and including all costs associated with flagging undertaken at the Public Crossing. The cost of said work to be performed by Railway in connection with the Modifications has been estimated to be **\$1,563,299.00** for Signal Cost (**Exhibit 'B'**) with said estimates being attached hereto and made a part hereof.

3. In order to contribute toward the safety of train and motor vehicle operations at the Public Crossing, Public Authority will, at all times during the life of this Agreement, keep the vegetation on its property cut in such manner and to such extent as is necessary to permit a person approaching the Public Crossing from either direction to see approaching trains before such person reaches a position of danger on or near the Public Crossing. Public Authority also will prevent the erection on its premises of any structures that would interfere with the view of approaching trains or other rail equipment operating on said track.

4. The Modifications and associated equipment, as installed or constructed pursuant to this Agreement, shall be maintained in operation by Railway, at Public Authority's expense, so long as Railway may operate its railway at the Public Crossing, or until it is mutually agreed between the parties hereto that the Modifications are no longer necessary at the Public Crossing, or until the Public Crossing is abandoned or other legal requirements make it necessary to cease operation and maintenance; it being understood that Public Authority will reimburse Railway for Annual Maintenance of the Modifications rendered therefor, with the first bill to be submitted within 60 days from the date of in-service of the Modifications and annually thereafter on the anniversary of the in-service date. The current annual maintenance fee applicable to this Corridor Project is listed for each individual as listed in **Exhibit 'A'** under '**Annual Maintenance Fee**' and is subject to future increase to adjust for labor costs. The Railway will notify the Public Authority of an increase in the annual maintenance fee at least ninety (90) days before the effective date to permit budgeting of funds.

5. If vandalism, damage or malfunctions occurs to the Public Crossing, the Public Authority will pay to Railway over and above the annual maintenance fee costs for repair and/or replacement of the vandalized, damaged or malfunctioning equipment relative to the Modifications as set forth in this Agreement. Since the aforementioned expenditures may be an unexpected cost and off budget for the Public Authority, the Railway realizes the Public Authority may have to go through a Budget Cycle to encumber funds for reimbursement as allowed to the extent according to law.

6. As part of this project the Public Authority will require interconnection of their equipment with the Railway's grade crossing warning devices and installation of facilities on Railway right-of-way. Railway hereby grants to the Public Authority, at the Public Authority's sole cost and expense and insofar as Railway's title enables it so to do and without warranty:

(a) the right to install, maintain, operate, rebuild and remove a base mounted control box, or in lieu thereof, a cable junction box (in either case hereinafter referred to as the "Box") upon the

right of way or property of Railway at a mutually agreement upon location at or near the locations noted in **Exhibit ‘A’**; and

(b) the right to install, maintain and remove the necessary wires or cables (hereinafter referred to as the “Cables”) under, over or upon the right of way or property and across any tracks of Railway at or near the location noted above; the Box and the Cables to be located in accordance with engineering plans provided by the Public Authority, and made a part hereof by reference, for the purpose of connecting Public Authority’s cable to Railway’s cable (all hereinafter referred to as the “Interconnection.”) to facilitate Public Authority’s installation.

7. In making the Interconnection, Public Authority shall conform to such specifications as may be prescribed by Railway. The installation, maintenance, operation, rebuilding and removal of the Interconnection shall be subject to the inspection, supervision and approval of the Superintendent of Railway, or his duly authorized representative; it being understood and agreed that Railway shall be under no obligation to furnish electric current for the operation of the Interconnection. Approval by the Superintendent of Railway or his duly authorized representative shall in no way limit the obligations, liabilities or risks assumed by the Public Authority herein.

8. In the event that the proper use, maintenance and control of the right of way or property of Railway, or the proper construction, maintenance or use of Railway communication or signal wires located thereon, shall hereafter make necessary any change in the location of the Interconnection, or any related facilities of the Public Authority, including but not limited to the traffic control devices, the Public Authority shall make such necessary change(s), at the Public Authority 's sole cost and expense, within thirty (30) days after receipt of written notice from Railway so to do; or, in default thereof, Railway may make such change(s), at the sole cost and expense of the Public Authority, which shall promptly reimburse Railway upon receipt of bill rendered therefore. Since the aforementioned expenditures may be an unexpected cost and off budget for the Public Authority, the Railway realizes the Public Authority may have to go through a Budget Cycle to encumber funds for reimbursement as allowed to the extent according to law.

9. Indemnity and Insurance

(a) The Public Authority shall require that any contractor engaged by them agree, in writing, to indemnify the Railway for injury to or death of any person, or loss of or damage to property arising from any work performed by such contractor pursuant to this agreement, and shall conform to the requirements specified in Appendix ‘A’ (“Special Provisions – C&S”), a copy of which is attached hereto and incorporated by reference herein.

(b) The Public Authority shall procure and maintain in force insurance protection which shall conform to the requirements specified in Section (a)(ii) of Appendix ‘A’ while the City performs installation or maintenance of equipment at the crossing for which they have sole responsibilities including, but not limited to, vehicle detection systems. In addition, Public Authority shall provide evidence of insurance pool participation naming the Railway as an additional insured.

10. The Public Authority shall provide written notice to Railway of its proposed entry onto Railway right-of-way or property and shall secure Railway's approval to enter upon its right-of-way or property.

11. In the event that the Public Authority disconnects, in whole or in part, the Interconnection without terminating this Agreement as provided in Paragraph 19 hereof, the Public Authority shall take steps to ensure the safe passage of motor vehicle traffic over the Public Crossing and shall notify the appropriate public officials and Railway that the Public Authority has disconnected the Interconnection.

12. It is agreed that prior to the performance by Railway of any work pursuant to this Agreement the Public Authority shall pay the Railway a one-time non-refundable handling fee in the amount of \$5,400.00 for necessary review and research in connection with processing the application of this Quiet Zone proposal.

13. It is agreed that Railway shall be exempt from any and all charges or assessments of any kind or character on account of the location, construction and/or improvement or maintenance of the Public Crossing within the limits of the right of way or property of Railway pertaining to work performed by Railway in making the Modifications described in this Agreement or in performing the maintenance on the interconnections described in this Agreement.

14. If future highway traffic conditions or amendments to 49 CFR Part 222, require that the Project be upgraded, or require the separation of grades at the Public Crossing, Public Authority may, at the Public Authority's option, request that Railway, at no expense to Railway, install and/or upgrade and maintain said additional signals, or Public Authority may, at the Public Authority's option and at no expense to Railway, construct and maintain such grade separation structures as may be necessary, without contribution by Railway to the cost of said additional signals or structures.

15. Should the use of the Public Crossing be abandoned as a public roadway, then all rights hereby granted to Public Authority and duties assumed by the Public Authority shall thereupon cease and terminate. The Public Authority shall install and maintain barricades at the crossing being abandoned. The Public Authority's Interconnection remaining in right-of-way of the Railway will be deemed abandoned by the Public Authority.

16. The word "Railway" as used herein shall include any other company whose property at the aforesaid location may be leased or operated by Railway. Said term also shall include Railway's officers, agents and employees, and any parent company, subsidiary or affiliate of Railway and their officers, agents and employees.

17. Special Provisions: Since the Public Authority will maintain equipment which will interface with the Railway's Public Crossing Warning Devices, if there is a malfunction in the Public Authority's equipment, that is interconnected with the Railway's warning devices for the Public Crossing, or the equipment is otherwise inoperable or needs to be repaired or serviced, the Public Authority shall promptly notify the Railway's dispatcher office of the situation, and will provide at least one uniformed law enforcement officer to flag traffic over the Public Crossing until the Public Authority has their equipment back operational and functioning as intended.

The Railway's four quadrant gate system is designed with a delayed time exit gate and a failure of the Public Authority's equipment shall have no effect on the normal operation of the entrance or exit gate.

18. As part of and prior to the Modifications, the Public Authority (if the Public Authority so elects to do so) should install and maintain, at no cost to the Railway, Supplemental Safety Measures (SSM) consisting of **Four Quad Gates, CWT, & POI**, as selected by the Public Authority. After installation the Public Authority shall maintain their SSM in good functional condition as prescribed by 49 CFR Part 222. The Railway shall have no responsibilities for installation, maintenance or inspection of the Public Authority's SSM.

19. The Public Authority shall keep other warning devices as specified in the Manual of Uniform Traffic Control Devices, for which they have sole responsibility such as, but not limited to, pavement markings, advance warning signs (W-10-1), etc., in good functional condition as long as the crossing is open for public use or until this agreement is terminated.

20. Either party hereto may terminate this Agreement, in whole or in part, at any time hereafter by serving upon the other thirty (30) days written notice of election so to do. If Public Authority shall violate any of its covenants herein, Railway may terminate this Agreement forthwith by written notice to Public Authority of its election so to do. Upon termination of this agreement such Modifications deemed non-essential to the continued operation of the Public Crossing warning devices shall be removed and the Warning Devices shall be returned to their pre-Modifications condition, thereafter the Railway's train crews will start sounding the train horn on an normal basis.

21. IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate, each part being an original, as of the _____ day of _____, 20____.

Witness:

**NORFOLK SOUTHERN RAILWAY
COMPANY**
By

As to Railway.

General Manager

**Approved As To Form
and Correctness:**

CITY OF HAPEVILLE

Title: _____

Print Name: _____

Title: _____



NORFOLK SOUTHERN CORPORATION

Quiet Zone
City of Hapeville, Cobb County, GA

Project #	AFE	DOT	Road	City	County	State	MP	MP Suffix	Existing Equip	QZ Modification	Annual Maintenance Fee
03.2309	F-05585	717994D	Ford Plant Xing	Hapeville	Fulton	GA	285.30	S	FL	4 QUAD FLGS/ CWT/ POI	\$5,855.00
03.2310	F-05582	717996S	Perkins Street	Hapeville	Fulton	GA	285.50	S	FL	FLGS / POI	\$5,065.00
03.2311	F-05587	717998F	Dogwood Drive	Hapeville	Fulton	GA	285.70	S	FLGS	CWT / POI	\$5,065.00
03.2312	F-05581	718001U	Virginia Avenue	Hapeville	Fulton	GA	285.88	S	CFLGS	CWT / POI	\$6,360.00
03.2313	F-05586	718002B	Sylvan Road	Hapeville	Fulton	GA	286.40	S	FLGS	4 QUAD FLGS/ CWT/ POI	\$5,065.00

EXHIBIT "A"

**Round Figure Estimate for Grade Crossing Warning Devices**

City/State: HAPEVILLE, GA

Road: FORD PLANT XING/NEAR
SOUTH ST.

MilePost: S-285.3

DOT/AAR: 717994D

State Proj. No.:

County: FULTON

S&E Proj. No.: 03.2309

File Number:

Man Days: 228

Purchases - Others		
Meals and Lodging:	\$32,833.64	
Rental of Equipment:	\$44,883.46	
(2 Trucks, 1 Backhoe w/ Trailer and 1 Pipe-Pusher for 38 Days)		
Construction Supervision Vehicle:	\$6,865.66	
Purchases - Other Total:		\$84,582.76
Material And Additives		
Material Cost:	\$135,667.00	
Sales and Use Tax:	\$10,853.00	
Material Handling Freight:	\$13,566.71	
Material Total:		\$160,086.71
Labor And Additives		
Labor Cost:	\$77,292.00	
(6 man crew at \$2,034.00 a day for: 38 days)		
Payroll Tax & Overheads:	\$65,899.16	
Preliminary Engineering:	\$22,360.71	
Construction Supervision:	\$22,576.99	
Labor Total:		\$188,128.86
	Project Cost:	\$432,798.33
	Scrap / Salvage Credit:	\$0.00
	Project Total:	\$432,798.00

Estimated on: 18-Feb-20

Estimated by: ndney

Estimate valid for 1 year from date of estimate

EXHIBIT "B"

**Round Figure Estimate for Grade Crossing Warning Devices**

City/State: HAPEVILLE, GA

Road: PERKINS STREET

MilePost: S-285.5

DOT/AAR: 717996S

State Proj. No.:

County: FULTON

S&E Proj. No.: 03.2310

File Number: 061-03.0045

Man Days: 180

Purchases - Others		
Meals and Lodging:	\$25,921.30	
Rental of Equipment:	\$35,434.31	
(2 Trucks, 1 Backhoe w/ Trailer and 1 Pipe-Pusher for 30 Days)		
Construction Supervision Vehicle:	\$5,420.26	
Purchases - Other Total:		\$66,775.87
Material And Additives		
Material Cost:	\$96,610.00	
Sales and Use Tax:	\$7,729.00	
Material Handling Freight:	\$9,661.01	
Material Total:		\$114,000.01
Labor And Additives		
Labor Cost:	\$61,020.00	
(6 man crew at \$2,034.00 a day for: 30 days)		
Payroll Tax & Overheads:	\$52,025.65	
Preliminary Engineering:	\$16,551.16	
Construction Supervision:	\$17,823.94	
Labor Total:		\$147,420.75
	Project Cost:	\$328,196.63
	Scrap / Salvage Credit:	\$0.00
	Project Total:	\$328,197.00

Estimated on: 29-Jan-20

Estimated by: ndney

Estimate valid for 1 year from date of estimate**EXHIBIT "B"**

**Round Figure Estimate for Grade Crossing Warning Devices**

City/State: HAPEVILLE, GA

Road: STEWART
AVE/DOGWOOD DR.

MilePost: S-285.7

DOT/AAR: 717998F

State Proj. No.:

County: FULTON

S&E Proj. No.: 03.2311

File Number: 061-03.0282

Man Days: 84

Purchases - Others		
Meals and Lodging:	\$12,096.60	
Rental of Equipment:	\$16,536.01	
(2 Trucks, 1 Backhoe w/ Trailer and 1 Pipe-Pusher for 14 Days)		
Construction Supervision Vehicle:	\$2,529.45	
Purchases - Other Total:		\$31,162.06
Material And Additives		
Material Cost:	\$20,583.00	
Sales and Use Tax:	\$1,647.00	
Material Handling Freight:	\$2,058.33	
Material Total:		\$24,288.33
Labor And Additives		
Labor Cost:	\$28,476.00	
(6 man crew at \$2,034.00 a day for: 14 days)		
Payroll Tax & Overheads:	\$24,278.64	
Preliminary Engineering:	\$5,151.23	
Construction Supervision:	\$8,317.84	
Labor Total:		\$66,223.71
Project Cost:		\$121,674.10
Scrap / Salvage Credit:		\$0.00
Project Total:		\$121,674.00

Estimated on: 29-Jan-20

Estimated by: ndney

Estimate valid for 1 year from date of estimate**EXHIBIT "B"**

**Round Figure Estimate for Grade Crossing Warning Devices**

City/State: HAPEVILLE, GA

Road: VIRGINIA AVENUE

MilePost: S-285.88

DOT/AAR: 718001U

State Proj. No.:

County: FULTON

S&E Proj. No.: 03.2312

File Number:

Man Days: 96

Purchases - Others		
Meals and Lodging:	\$13,824.69	
Rental of Equipment:	\$18,898.30	
(2 Trucks, 1 Backhoe w/ Trailer and 1 Pipe-Pusher for 16 Days)		
Construction Supervision Vehicle:	\$2,890.81	
Purchases - Other Total:		\$35,613.80
Material And Additives		
Material Cost:	\$20,151.00	
Sales and Use Tax:	\$1,612.00	
Material Handling Freight:	\$2,015.09	
Material Total:		\$23,778.09
Labor And Additives		
Labor Cost:	\$32,544.00	
(6 man crew at \$2,034.00 a day for: 16 days)		
Payroll Tax & Overheads:	\$27,747.01	
Preliminary Engineering:	\$5,532.96	
Construction Supervision:	\$9,506.10	
Labor Total:		\$75,330.07
Project Cost:		\$134,721.96
Scrap / Salvage Credit:		\$0.00
Project Total:		\$134,722.00

Estimated on: 04-Feb-20

Estimated by: ndney

Estimate valid for 1 year from date of estimate**EXHIBIT "B"**

**Round Figure Estimate for Grade Crossing Warning Devices**

City/State: HAPEVILLE, GA

Road: SYLVAN ROAD

MilePost: S-286.4

DOT/AAR: 718002B

State Proj. No.:

County: FULTON

S&E Proj. No.: 03.2313

File Number: 061-03.0296

Man Days: 228

Purchases - Others		
Meals and Lodging:	\$32,833.64	
Rental of Equipment:	\$44,883.46	
(2 Trucks, 1 Backhoe w/ Trailer and 1 Pipe-Pusher for 38 Days)		
Construction Supervision Vehicle:	\$6,865.66	
Purchases - Other Total:		\$84,582.76
Material And Additives		
Material Cost:	\$223,690.00	
Sales and Use Tax:	\$17,895.00	
Material Handling Freight:	\$22,368.98	
Material Total:		\$263,953.98
Labor And Additives		
Labor Cost:	\$77,292.00	
(6 man crew at \$2,034.00 a day for: 38 days)		
Payroll Tax & Overheads:	\$65,899.16	
Preliminary Engineering:	\$31,603.09	
Construction Supervision:	\$22,576.99	
Labor Total:		\$197,371.24
Project Cost:		\$545,907.98
Scrap / Salvage Credit:		\$0.00
Project Total:		\$545,908.00

Estimated on: 29-Jan-20

Estimated by: ndney

Estimate valid for 1 year from date of estimate**EXHIBIT "B"**



Regions Bank
Dallas GA
160 Confederate Ave
Dallas, GA 30132

CITY OF HAPEVILLE PUBLIC FUNDS
TSPLOST ACCOUNT
3468 N FULTON AVE
HAPEVILLE GA 30354-1466

ACCOUNT #



Cycle 060
Enclosures 26
Page 0
1 of 2

PUBLIC FUNDS ANALYZED CHECKING

February 29, 2020 through March 31, 2020

SUMMARY

Beginning Balance	\$2,106,466.46	Minimum Balance	\$2,106,466
Deposits & Credits	\$85,908.60 +		
Withdrawals	\$0.00 -		
Fees	\$0.00 -		
Automatic Transfers	\$0.00 +		
Checks	\$0.00 -		
Ending Balance	\$2,192,375.06		

DEPOSITS & CREDITS

03/31	Georgia Departme (Tsplost2) City of Hapevi	114.37
03/31	Georgia Departme (Tsplost2) City of Hapevi	85,794.23
Total Deposits & Credits		\$85,908.60

DAILY BALANCE SUMMARY

Date	Balance
03/31	2,192,375.06

**You may request account disclosures containing
terms, fees, and rate information (if applicable)
for your account by contacting any Regions office.**

For all your banking needs, please call 1-800-REGIONS (734-4667)
or visit us on the Internet at www.regions.com. (TTY/TDD 1-800-374-5791)



Thank You For Banking With Regions!
2020 Regions Bank Member FDIC. All loans subject to credit approval.

Easy Steps to Balance Your Account

		Checking Account
1.	Write here the amount shown on statement for ENDING BALANCE	\$
2.	Enter any deposits which have not been credited on this statement.	\$ +
3.	Total lines 1 & 2	\$ =
4.	Enter total from 4a (column on right side of page)	\$ -
5.	Subtract line 4 from line 3. This should be your checkbook balance.	\$ =

4a List any checks, payments, transfers or other withdrawals from your account that are not on this statement.

Check No.	Amount	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
Total Enter in Line 4 at Left		

The law requires you to use "reasonable care and promptness" in examining your bank statement and any checks sent with it and to report to the Bank an unauthorized signature (i.e., a forgery), any alteration of a check, or any unauthorized endorsement. You must report any forged signatures, alterations or forged endorsements to the Bank within the time periods specified under the Deposit Agreement. If you do not do this, the Bank will not be liable to you for the losses or claims arising from the forged signatures, forged endorsements or alterations. Please see the Deposit Agreement for further explanation of your responsibilities with regard to your statement and checks. A copy of our current Deposit Agreement may be requested at any of our branch locations.

Summary of Our Error Resolution Procedures
In Case of Errors or Questions About Your Electronic Transfers
Telephone us toll-free at 1-800-734-4667
or write us at
Regions Electronic Funds Transfer Services
Post Office Box 413
Birmingham, Alabama 35201

Please contact Regions as soon as you can, if you think your statement is wrong or if you need more information about a transfer listed on your statement. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and account number.
- (2) Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send us your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question (ninety (90) days for POS transactions or for transfers initiated outside of the United States). If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error. If, after the investigation, we determine that no bank error occurred, we will debit your account to the extent previously credited. If we ask you to put your complaint in writing and we do not receive it within ten (10) business days, we may not credit your account.

New Accounts- If an alleged error occurred within thirty (30) days after your first deposit to your account was made, we may have up to ninety (90) days to investigate your complaint, provided we credit your account within twenty (20) business days for the amount you think is in error. If we decide there was no error, we will send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

FOR QUESTIONS CONCERNING THIS STATEMENT OR FOR VERIFICATION OF A PREAUTHORIZED DEPOSIT, PLEASE CALL 1-800-REGIONS (734-4667) OR VISIT YOUR NEAREST REGIONS LOCATION.

ADJ - Adjustment
EB - Electronic Banking

RI - Return Item
NSF - Nonsufficient Funds

CR - Credit
APY - Annual Percentage Yield

SC - Service Charge
FWT - Federal Withholding Tax

OD - Overdrawn
*Break in Number Sequence