CIVILITY PLEDGE
The way we govern ourselves is often as important as the positions we take. Our collective decisions will be better when differing views have had the opportunity to be fully vetted and considered. All people have the right to be treated with respect, courtesy and openness. We value all input. We commit to conduct ourselves at all times with civility and courtesy to each other.

ALAN HALLMAN
MAYOR

MIKE RAST
ALDERMAN AT LARGE

BRETT REICHERT
COUNCILMAN AT LARGE

MARK ADAMS
COUNCILMAN WARD I

CHLOE ALEXANDER
COUNCILMAN WARD II

MAYOR AND COUNCIL REGULAR SESSION

Join in person at 700 Doug Davis Drive, Hapeville, GA 30354 Or, visit the City's Website for live stream at

April 2, 2024 6:00 PM

AGENDA

1. **CALL TO ORDER:**
2. **ROLL CALL:**
   Alan Hallman
   Mike Rast
   Brett Reichert
   Mark Adams
   Chloe Alexander
3. **WELCOME:**
4. **PLEDGE OF ALLEGIANCE:**
5. **INVOCATION:**
6. **PRESENTATIONS:**

6.I. 2024 State of the City Address by Mayor Alan Hallman

Background:
The 2024 State of the City address will reflect on the progress made over the past two years and outline our vision for the future. This informative session will outline key achievements, ongoing projects, and upcoming initiatives that will shape the future of the City of Hapeville.

6.II. Proclamation Honoring 100 Years Of The Hapeville Fire Department.

Background:
The earliest forms of fire protection recorded in Hapeville occurred when fire plugs started to be installed at street intersections. It is interesting to note that the water system was not operational when College Street School burned in September 1915. After the fire, two large hose reels were purchased by the city. The hose reels could be pulled by hand or attached to a vehicle. One was stationed at College Street School, and the other one was stationed at City Hall. On April 8, 1924, the city bought a used fire truck that had a 20-gallon soda and acid tank mounted behind the driver and 150' of small hose to be manned by a group of volunteer firefighters. This marked the beginning of the Hapeville Fire Department.

Supporting Documents(s):
1. PROCLAMATION HONORING 100 YEARS OF THE HAPEVILLE FIRE DEPARTMENT

7. **PUBLIC HEARING:**
8. **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.

9. CONSENT AGENDA:

9.I. Consideration and Action to Approve March 19th Council Meeting Minutes.

Supporting Document(s):
1. 03192024 Drafted Minutes

9.II. Consideration and Action to Approve the March 19th Executive Session Minutes.

10. OLD BUSINESS:

11. NEW BUSINESS:

11.I. Consideration and Action to Approve Ordinance for the modified City Retirement Plan – Second Reading.

Background:
On February 7, 2023, Council adopted an ordinance executing the Rule of 70, effectively changing the vesting period for Public Safety from five (5) to ten (10) years. In January 2024, when new Police Chief Hedley was appointed, the City recognized the need to adjust the vesting period for Police and Fire Department Heads back to five years to be equitable to other Department Heads. Council approved the Staff recommendation to update City Retirement Plan. The proposed ordinance is the final phase to execute the changing the Public Safety Department Head vesting period back to five (5) years.

Supporting Document(s):
1. Hapeville CL 3 4 2024
2. Hapeville Adoption Agreement 3 4 2024
3. Hapeville Addendum 3 4 2024

11.II. Consideration and Action to Approve 2024-2025 Southern Circuit Tour of Independent Filmmakers Screening Partner Organization Contract with South Arts, Inc.

Background:
The City of Hapeville is in its 14th year of its film series, which is shown at the Christ Church & Carriage House in Jess Lucas Park. The contract between the City of Hapeville and South Arts, Inc., is renewed annually.

Supporting Document(s):
1. 2024-2025 Southern Circuit Contract - City of Hapeville

11.III. Consideration and Action to Approve the RedSpeed Agreement.

Background:
After a thorough review of our current school zone speed camera systems, the police department has determined that the performance and service by Altumint do not meet the expectations of the City. Inconsistent performance, reliability, and quality of cameras were some of reasons we have decided to go forward with another vendor. The attached agreement with RedSpeed has been vetted through our legal team has been executed by both the vendor, and is prepared for City execution.

Supporting Document(s):
1. RedSpeed Markup-LCR 3.27.24 (03551210)-Final Draft
2. Optotraffic - Altumint Executed Agreement 2019

11.IV. Consideration and Action on Financing Bank and Financing Terms on Two (2) Vehicles Purchase for the Fire Department and Two (2) Vehicles Purchase for the Solid Waste Department.

Background:
Previously, both the Fire Department and the Solid Waste Department sought and received approval for the acquisition of two new vehicles each. To facilitate these purchases, the Finance staff initiated separate Requests for Proposals (RFPs) with four banks: Regions

Equipment Finance Corporation, Truist Financial Corporation/GMA, Magnolia Bank/GMA, and Cadence Bank.

The Fire Department vehicles, initially budgeted at $101,456.00 in the FY2023-2024 budget, were recently re-quoted by the vendor, Wade Ford, at $102,544.00. These are 2023 Ford Interceptor Utility Vehicles expected to be delivered by June 30, 2024.

Additionally, the Solid Waste Department's requested vehicles, priced at an estimated $435,622.00, were approved post-budgeting and will be integrated into the FY2023 – 2024 budget via the next amendment. These vehicles, 2024 Freightliner Garbage Trucks with New Way Rear Loader, will be supplied by Birmingham Freightliner, LLC, and are anticipated for delivery by April 30, 2024.

Following evaluations of proposals from all banks, staff recommended Regions Equipment Finance Corporation for financing both departmental vehicle(s) acquisitions over 72 months at an interest rate of 4.57%.

Supporting Document(s):

1. Bank Financing - Term Sheet Comparison Summary FY2023-2024 - (Fire & Solid Waste Departments) - Exhibit A
2. Bank Financing Term Sheet - (2023-2024 - Fire & Solid Waste Departments) - Regions Equipment Finance Corporation - Exhibit B
3. Bank Financing Term Sheet - (2023-2024 - Fire & Solid Waste Departments) - Truist Bank - Exhibit C
4. Bank Financing Term Sheet - (2023-2024 - Fire & Solid Waste Departments) - Magnolia Bank - GMA - Exhibit D
5. Bank Financing Term Sheet - (2023-2024 - Fire & Solid Waste Departments) - Cadence Equipment Finance - Exhibit E
6. 2023 Ford Interceptor Utility Vehicles (2) - Wade Ford Updated Quote ($102,544)- Exhibit F
7. 2024 Freightliner Garbage Trucks (2) - Purchase Order - ($435,622) - Birmingham Freightliner, LLC-Exhibit G

11.V. Consideration and Action to Allow Planning Commission Member to Serve the Remainder of Existing Term

Background:

On March 16, 2021, the Mayor and City Council made changes to the Code of Ordinances. According to the amendment, members of the Planning Commission can continue to serve in their position even if they no longer meet the residency requirements. However, this rule will only apply to those whose residency has changed during their existing term. It is important to note that the continuation of service will be subject to the approval and discretion of the mayor and council. In this case, Mr. Hall is no longer a resident of the City of Hapeville but has requested to continue serving his term, which expires on December 31, 2025.

Supporting Document(s):

1. Rob Hall_Letter

11.VI. Consideration and Action to Approve Georgia Cities Week Resolution

Background:

The City of Hapeville is excited to announce its participation in Georgia's Cities Week, a statewide campaign organized by the Georgia Municipal Association (GMA). This year, Georgia Cities Week will be celebrated from April 21 to April 27, with the theme "Soaring to New Heights." In line with this theme, the City of Hapeville has planned a variety of events, including Earth Day Activity, Coffee with the Chiefs, Lunch in the Park, Touch a Truck, Employee Appreciation Lunch, and a Citywide Neighborhood Clean Up Day.

We encourage all citizens, city government officials, and employees to join in and celebrate this week by participating in the events. Let us come together and make this week a memorable one!

Supporting Document(s):

1. Georgia Cities Week - Resolution_2024
2. Events - Georgia Cities Week_APR2024

12. CITY MANAGER REPORTS:

13. PUBLIC COMMENTS:

Members of the public wishing to speak shall sign in with the City Clerk prior to the start of the meeting. Time limitations for Registered Comments are three (3) minutes per person. The total Registered Comment session shall not last more than fifteen (15) minutes unless extended by Council. Each member of the public, who fails to sign up with the City Clerk prior to the start of the meeting, wishing to address Mayor and Council shall have a total of two (2) minutes. The entire general comment session for Unregistered Comments shall not last more than ten (10) minutes unless extended by Council.

14. MAYOR AND COUNCIL COMMENTS:

15. 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).*

16. 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.

PROCLAMATION HONORING 100 YEARS OF THE HAPEVILLE FIRE DEPARTMENT

WHEREAS: In April of 1924, the City of Hapeville initiated its fire service by acquiring a used fire truck equipped with a 20-gallon soda and acid tank and 150 feet of hose, establishing the foundation of the Hapeville Fire Department; and

WHEREAS: In 1927, the Hapeville Fire Department established its headquarters on Fulton Avenue, marking a significant milestone in its development; and

WHEREAS: Despite challenges posed by the Great Depression in 1930, Councilman R. B. McCord advocated for improvements to the City's fire department, culminating in the acquisition of a 750-gallon pumper in 1932 and the appointment of Frank French as the department's first paid firefighter; and

WHEREAS: During World War II, the City recognized the need for auxiliary fire protection, leading to the organization of the Civil Defense, under the leadership of Frank French, and the modification of an old GMC garbage truck into an auxiliary fire truck named "Sassafras"; and

WHEREAS: In February 1941, the City Council separated the Police and Fire Departments, appointing J. P. Nunn as the Fire Department's chief, a role that was instrumental in enhancing the department's effectiveness; and

WHEREAS: In 1949, the Lion's Club procured a Ford panel truck to serve as a rescue unit, marking the inception of transport EMS for the City and ultimately leading to the Hapeville Fire & EMS Department becoming the sole Fire Service in Fulton County with a 911 transport license; and

WHEREAS: Over the decades, the Hapeville Fire Department has continuously evolved, acquiring advanced equipment such as two-way radios, elevated master streams, and ALS ambulances and implementing comprehensive training programs to ensure personnel readiness; and

WHEREAS: The Hapeville Fire Department has established a division of Fire and EMS training, enabling the department to respond to various emergencies and safeguard the community proficiently; and

THEREFORE, BE IT RESOLVED, that on this auspicious occasion, the City of Hapeville hereby honors and commemorates the 100 years of dedicated service and valor exhibited by the Hapeville Fire Department, expressing gratitude to all past and present firefighters for their unwavering commitment to protecting the lives and property of the citizens of Hapeville.

By: ___________________________
Alan Hallman, Mayor

Attest: ________________________
Sharee N. Steed, City Clerk

Hapeville
georgia

CIVILITY PLEDGE

The way we govern ourselves is often as important as the positions we take. Our collective decisions will be better when differing views have had the opportunity to be fully vetted and considered. All people have the right to be treated with respect, courtesy and openness. We value all input. We commit to conduct ourselves at all times with civility and courtesy to each other.

ALAN HALLMAN
MAYOR

MIKE RAST
ALDERMAN AT LARGE

BRETT REICHERT
COUNCILMAN AT LARGE

MARK ADAMS
COUNCILMAN WARD I

CHLOE ALEXANDER
COUNCILMAN WARD II

MAYOR AND COUNCIL WORK SESSION

Join in person at 700 Doug Davis Drive, Hapeville, GA 30354 Or, visit the City's Website for live stream at https://hapevillega.portal.civicclerk.com/event/1124/overview

March 19, 2024 6:00 PM

MINUTES

1. **CALL TO ORDER:** by Mayor Hallman at 6:06 PM
2. **ROLL CALL:** All Members of Council were present, which constituted a quorum**.**
   - ☑ Alan Hallman
   - ☑ Mike Rast
   - ☑ Brett Reichert
   - ☑ Mark Adams
   - ☑ Chloe Alexander
3. **WELCOME:** Mayor Hallman welcomed all to the March 19th Meeting.
4. **PRESENTATIONS:**

   4.I. Flock – Shot Detection

   Scott Keller, Territory Sales Manager, and Hector Soliman-Valdez, Director of Local Government Affairs at Flock Safety, delivered a presentation to the Mayor and Council regarding the design and capabilities of the Shot Detection system and its potential utility for the City. Mr. Soliman-Valdez emphasized that while the City currently experiences low instances of reported gunshots, the equipment could prove invaluable in detecting unreported incidents in the future.
5. **PUBLIC HEARING:** None
6. **QUESTIONS ON AGENDA ITEMS:** None
7. **CONSENT AGENDA:**

   7.I. Consideration and Action to Approve March 5th, Council Meeting Minutes.

   MOTION: Councilman Reichert motioned to approve the consent agenda; Councilman Adams provided a second. **Motion carried 4-0.**
8. **OLD BUSINESS:** None
9. **NEW BUSINESS:**

   9.I. Consideration and Action to Approve the "Keep Momma Moving Walk-A-Thon" Event Request.

   MOTION: Councilman Adams motioned to approve the the "Keep Momma Moving Walk-A-Thon" Event Request; Councilman Reichert provided a second. **Motion carried 4-0.**

   9.II. Consideration of Ordinance for the modified City Retirement Plan – First Reading.

   The requested modification is grounded in the ordinance adopted by the council on February

7th, 2023, which implemented Rule 70, effectively extending the vesting period for public safety personnel from five to ten years. Upon the appointment of the new Police Chief Headley in January 2024, the city acknowledged the necessity to amend the vesting period. Following thorough consideration, the council has endorsed the staff recommendation to amend the city retirement plan through proposed ordinances. This marks the final phase in executing the adjustment of the Public Safety Department Heads' vesting period back to five years.

DISCUSSION ITEM ONLY- The item provided was for informational and discussion purposes only. *This stood as the First Reading*.

9.III. Consideration and Action to enter into an agreement with Bright from the Start Summer Food Service Program, nominate Ashley Moody as Delegated Principle, and acceptance from Ashley Moody of this position as Principal.

MOTION: Councilman Alexander motioned to enter into an agreement with Bright from the Start Summer Food Service Program, nominate Ashley Moody as Delegated Principle, and acceptance from Ashley Moody of this position as Principal.; Councilman Adams provided a second. **Motion carried 4-0.**

9.IV. Consideration and Action to approve the purchase of 18 new benches and 18 trash cans from Kompan Inc. in the amount of $55,323.10 as part of the 2023 CDBG Parks Improvement Project.

MOTION: Councilman Adams motioned to approve the purchase of 18 new benches and 18 trash cans from Kompan Inc. in the amount of $55,323.10 as part of the 2023 CDBG Parks Improvement Project.; Alderman Rast provided a second. **Motion carried 4-0.**

9.V. Consideration and Action to accept a $60,000 grant from the Georgia Recreation and Parks Association through the Georgia Department of Education.

MOTION: Councilman Reichert motioned to accept a $60,000 grant from the Georgia Recreation and Parks Association through the Georgia Department of Education; Councilman Alexander provided a second. **Motion carried 4-0.**

9.VI. Discussion on Housing Developments Built for Sale vs. For Lease.

The dialogue on housing developments built for sale versus for lease was held by the Governing Body and City staff. It underscored the nationwide trend of increasing interest in build-to-rent single-family attached and detached developments, driven by factors such as rising land costs, construction costs, interest rates, and shifting demographics. In Hapeville, this trend is evident with one existing and one proposed build-to-rent townhome project, sparking concerns among citizens and the Council. Historically, Hapeville's Zoning Code lacked differentiation between rental and fee simple ownership models, but recent updates rectified this disparity. Now, various zoning districts have distinct regulations governing permitted uses, granting the Council authority to determine their allowance. Staff recommends that these discussions incorporate data on the impact of fee simple versus build-to-rent products on communities, encompassing management practices, desired amenities, and pertinent considerations, particularly amidst the prevailing housing climate.

DISCUSSION ITEM ONLY- The provided item was intended solely for informational and discussion purposes, with no subsequent action taken. Council concluded by unanimously requesting a written summary of the concerns discussed and a recommendation from the Planning Commission.

10. CITY MANAGER REPORTS:

City Manager Tim Young announced that the Economic Development Department has been awarded the 2024-2025 Southern Circuit Tour of independent filmmakers.

An update on Councilman Adams' inquiries about parking: Chief Headley and Mr. Young will meet and present a modern mobility report.

- The city will be conducting surveys over the next two weeks and will present a comprehensive report, including the modern mobility findings, at a future council meeting.

Approaching Budget discussions:

- There will be two budgets this year due to changes in the fiscal year.
- Additional time will be allocated in work sessions to delve into revenue cycles and departmental details.

Upcoming community events include:

- Easter egg hunt at Tom Moore Sports Complex on Saturday March 29th from 1PM to 3 PM.
- Butterfly Lantern Parade at Jess Lucas Park this Saturday March 23rd from 5PM to 10 PM, with the parade starting at 8:10 PM.

11. PUBLIC COMMENTS:

1. Lucy Dolan
2. Danita Brown

12. MAYOR AND COUNCIL COMMENTS:

Councilman Reichert expressed appreciation for the progress and upcoming initiatives, acknowledging the dedication behind the spring programs. He specifically highlighted the work at the Depot Museum and Visitor Center, where he attended the opening reception of the current permanent exhibit on labor relations and the labor movement at the former Ford Assembly plant. Councilman Reichert encouraged everyone to visit the exhibit, noting its ongoing evolution and its significance for the community. His visit left him with a deeper understanding of Hapeville's roots and history, instilling a sense of pride in being a member of the community. Councilman Reichert urged others to explore the exhibit and show their support.

Councilman Adams expressed gratitude to all attendees for their presence at the council meeting that evening.

Alderman Rast did not provide commentary at the present time.

Councilman Alexander commended Depot Museum manager Samantha for the extensive effort dedicated to the exhibit. She acknowledged Samantha's intention to conduct additional research travels to enhance the exhibit's content. Impressed by the impeccable details, Although she missed the opening reception, she appreciated the opportunity to visit earlier in the day. Councilman Alexander emphasized the significance of having such a comprehensive exhibit in the city, highlighting its role in showcasing local history and development. She extended appreciation to Ms. Charlotte for her longstanding dedication, facilitating the realization and maintenance of the building and its exhibits.

Mayor Hallman expressed gratitude to the city staff for their diligent work, particularly highlighting Lee and his team's swift response to the sidewalk condition on North Central Avenue. He emphasized the remarkable difference already observed and commended the city's responsiveness. Reflecting on experiences in other cities, Mayor Hallman underscored the efficiency and effectiveness of Hapeville's services, citing examples like law enforcement and neighborhood associations. He expressed pride in the city's proactive approach and highlighted that the South Metro region received a $50 million federal grant to reconnect communities, praising the Atlanta Commission regional effort. Mayor Hallman also mentioned the Finding the Flint program, which aims to connect the Flint River with the belt line, lauding the community's involvement in securing federal funding and emphasizing the significance of this initiative for the region

13. 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).*

MOTION: Councilman Reichert made a motion to go into recess; Councilman Adams provided a second. **Motion carried 4-0.**

MOTION: Councilman Adams made a motion to go into executive session at 7:26PM; Councilman Reichert provided a second. **Motion carried 4-0.**

MOTION: Councilman Adams made a motion to convene back into regular session at 8:12 PM, Alderman Rast second. **Motion carried 4-0.**

14. ADJOURN:

MOTION: Councilman Adams motioned to adjourn at 8:13 PM; Councilman Reichert provided a second**. Motion carried 4-0.**

Respectfully submitted,

____
Alan Hallman, Mayor

____
Sharee Steed, City Clerk

March 4, 2024

TRANSMITTED VIA E-MAIL
(sjohnston@hapeville.org)

Ms. Stacie Johnston
Human Resource Manager
City of Hapeville
3468 N. Fulton Ave.
Hapeville, Georgia 30354

RE: <u>City of Hapeville Georgia Municipal Employees Benefit System (GMEBS) Defined Benefit Retirement Plan; Amendment to Change Vesting to Five Years for Police Chief and Fire Chief</u>

Dear Ms. Johnston:

Per the city's request, attached please find a draft Adoption Agreement and General Addendum for the city of Hapeville's Georgia Municipal Employees Benefit System ("GMEBS") Defined Benefit Retirement Plan ("Plan"). The amendment to the Plan changes the vesting requirement from 10-year to 5-year cliff vesting for the police chief and fire chief in service on or after April 2, 2024 (see Adoption Agreement, p. 30).

The Adoption Agreement provides that the amended Plan documents will become effective April 2, 2024. **Please note that per O.C.G.A. § 47-5-40, the Adoption Agreement has been drafted in the form of an ordinance.** Both the Adoption Agreement and General Addendum must be adopted for the amendment to be effective.

The city's request for a plan amendment coincides with the restatement of the GMEBS Defined Benefit Retirement Plan document with the IRS. To protect the Plan's tax-qualified status, GMEBS filed draft restated Plan documents, updated to reflect recent amendments and comply with changes in federal tax law, with the IRS on June 29, 2022. On August 31, 2023, the IRS issued a favorable opinion letter ("IRS opinion letter") for the restated Plan documents. The IRS opinion letter provides assurance to employers providing retirement benefits for their employees through the GMEBS Plan that GMEBS is maintaining a qualified pension benefit program that allows employees to accrue benefits tax-free until retirement benefits are distributed to them.

To ensure continued tax-qualified status for all GMEBS-member retirement plans, we are asking all participating employers to readopt their plans using the most recent IRS-approved Adoption Agreement and General Addendum.

We have completed the attached plan documents to reflect the amendments you requested, as well as the other benefit and eligibility provisions that you currently have in place.

Please note the General Addendum contains certain provisions (Section 16) which do not fit squarely within the standard GMEBS General Addendum format. Thus, it will be necessary to file the city's Plan with the IRS for a separate opinion letter. Following the city's approval of the enclosed restated Plan documents, we will work with GMEBS's tax counsel to prepare the IRS filing documents for the city's signature.

We also have attached a copy of the restated Basic Plan Document and Amendment 1, which do not need to be adopted by the city. Finally, we have included a summary of key amendments to the Plan relating to the restatement.

If the draft Adoption Agreement and General Addendum are acceptable, please have the designated representatives sign and date each document where indicated (Adoption Agreement, p. 38, and General Addendum, p. 7). Next, please scan and email both documents to Gina Gresham at rgresham@gacities.com. We will then countersign both documents and return electronic copies to you. Please note, GMEBS will not execute documents that have been edited by the city. If the documents require revisions, please let us know before adopting them.

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

Sincerely,

Kevin Jeselnik

Kevin H. Jeselnik
Assistant General Counsel

C: Mr. Andy Welch, III, City Attorney, City of Hapeville (w/encl.)
Ms. Marinetty Bienvenu, Director, Retirement Quality Assurance (w/o encl.)
Ms. Michelle Warner, Director, GMEBS Retirement and DC Programs (w/o encl.)
Ms. Gwin Hall, Senior Associate General Counsel (w/o encl.)

GEORGIA MUNICIPAL EMPLOYEES BENEFIT SYSTEM

DEFINED BENEFIT RETIREMENT PLAN

AN ORDINANCE
and
ADOPTION AGREEMENT
for

City of Hapeville

Form Pre-approved Plan Adoption Agreement
Amended and Restated for Third Six-Year Cycle, 2020 Cumulative List

TABLE OF CONTENTS

PAGE

I. <u>AN ORDINANCE</u>

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) Basic 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:

<u>Section 1</u>. 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) Basic Plan Document, and the GMEBS Trust Agreement.

Ordinance continued on page 38

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, Georgia**

3. GOVERNING AUTHORITY

Name: **Mayor and Council of the City of Hapeville**
Address: **3468 N Fulton Ave, Hapeville, GA 30354-1466**
Phone: **(404) 669-2100**
Facsimile: **(404) 669-3302**

4. PLAN REPRESENTATIVE

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

Name: **City Manager**
Address: **3468 N Fulton Ave, Hapeville, GA 30354-1466**
Phone: **(404) 669-2100**
Facsimile: **(404) 669-3302**

5. PENSION COMMITTEE

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

Position:
Position:
Position:
Position:
Position:

Pension Committee Secretary: **Human Resources Manager**
Address: **3468 N Fulton Ave, Hapeville, GA 30354-1466**
Phone: **(404) 669-2100**
Facsimile: **(404) 669-3302**

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 the PATH Act, and other applicable federal laws and guidance under IRS Notice 2020-14 (the 2020 Cumulative List).

- ☒ To make the following amendments to the Adoption Agreement **(must specify below revisions made in this Adoption Agreement; all provisions must be completed in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: **<u>This is an amendment to change the Vesting requirement from 10-year to 5-year cliff Vesting for the Police Chief and the Fire Chief in Service on or after April 2, 2024 (see Adoption Agreement, p. 29-30)</u>**.

7. EFFECTIVE DATE

NOTE: This Adoption Agreement and any Addendum, with the accompanying Basic 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 Protecting Americans from Tax Hikes Act of 2015 ("PATH Act"); 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 2020-14 (the 2020 Cumulative List) are effective as of the applicable effective dates set forth in the Adoption Agreement and Basic Plan Document. By adopting this Adoption Agreement, with its accompanying Basic Plan Document, the Adopting Employer is adopting a plan document intended to comply with Internal Revenue Code Section 401(a), as updated by the PATH Act and the 2020 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 but not earlier than the first day of the current Plan Year in which the Plan is adopted).

(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 Basic Plan Document or in this Adoption Agreement, the effective date of this restatement shall be **_____** **(insert effective date of this Adoption Agreement but not earlier than the first day of the current Plan Year in which the Plan is adopted (unless a retroactive corrective amendment is permitted under EPCRS, Rev. Proc. 2021-30 (or subsequent updated guidance))**. This Plan is intended to replace and serve as an amendment and restatement of the Employer's preexisting plan, which became effective on **_____** **(insert original effective date of preexisting plan)**.

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

Except as otherwise specifically provided in the Basic Plan Document or in this Adoption Agreement, the effective date of this restatement shall be **April 2, 2024** **(insert effective date of this Adoption Agreement but not earlier than the first day of the current Plan Year in which the Plan is adopted (unless a retroactive corrective amendment is permitted under EPCRS, Rev. Proc. 2021-30 (or subsequent updated guidance))**.

This Plan is adopted as an amendment and restatement of the Employer's preexisting GMEBS Adoption Agreement, which became effective on **February 8, 2023** **(insert effective date of most recent Adoption Agreement preceding this Adoption Agreement)**.

The Employer's first Adoption Agreement became effective **June 2, 2020** **(insert effective date of Employer's first GMEBS Adoption Agreement)**. The Employer's GMEBS Plan was originally effective **June 2, 2020** **(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 Basic Plan Document'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 Basic Plan Document 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 Basic Plan Document'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 Basic Plan Document, 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 Basic Plan Document. 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, the Employee must make a written election to participate within 120 days after employment, election or appointment to office, or if later, the date the Employee 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 Basic Plan Document).
☐ 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 returns to Service with the Adopting Employer sometime after the Effective Date, said Eligible Employee's Service prior to becoming 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 returning 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)): <u>Any Class 2 or Class 4 Employee who did not elect to become a Participant as of the date said Employee 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 the Employee first qualified to become a Participant to the date said Employee becomes a Participant, or any creditable Past Service due to the Employee on the date the Employee was first qualified to become a Participant under the Plan.</u>

(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, said Employee's Credited Past Service shall include only the number of years and complete months of Service from the Employee's initial employment date to the date the Employee 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. <u>Prior Military Service</u>

<u>Note</u>**: This Section does not concern military service required to be credited under USERRA – See Section 3.02 of the Basic Plan Document 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 Basic Plan Document. 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 Basic Plan Document, 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 Basic Plan Document.

(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. <u>Leave Conversion for Unused Paid Time Off (e.g., Sick, Vacation, or Personal Leave)</u>

(1) Credit for Unused Paid Time Off.

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

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

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

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

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

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

(2) Minimum Service Requirement.

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

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

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

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

(4) Maximum Credit for Unused Paid Time Off.

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

(5) Computation of Unused Paid Time Off.

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

(6) Other Conditions (please specify, subject to limitations in Section 3.01 of Basic Plan Document; 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)): <u>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.</u>

14. RETIREMENT ELIGIBILITY

A. <u>Early Retirement Qualifications</u>

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

☒ Attainment of age **<u>55</u> (insert number)**

☒ Completion of **<u>10</u>** years **(insert number)** of Total Credited Service

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

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

☒ Attainment of age **<u>50</u> (insert number)**

☒ Completion of **<u>10</u>** years **(insert number)** of Total Credited Service

B. <u>Normal Retirement Qualifications</u>

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

(1) <u>Regular Employees</u>

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

☒ Attainment of age **<u>65</u> (insert number)**

☒ Completion of **<u>5</u>** years **(insert number)** of Total Credited Service

☐ In-Service Distribution to Eligible Employees permitted (<u>i.e.</u>, a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, 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)**: ____.

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

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

☒ Attainment of age **<u>60</u>** **(insert number)**

☒ Completion of **<u>5</u>** years **(insert number)** of Total Credited Service

☐ In-Service Distribution to Eligible Employees permitted (<u>i.e.</u>, a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, 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) <u>Elected or Appointed Members of Governing Authority</u>

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 (<u>i.e.</u>, a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, 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)**:____.

<u>Exceptions</u>: 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 (<u>i.e.</u>, a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, 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. <u>Alternative Normal Retirement Qualifications</u>

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 satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, 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 the Participant 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 70 (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 **55** **(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 satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, 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 the Participant 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 the Participant 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 satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, 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 the Participant 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)): **<u>A Participant is eligible for an Alternative Normal Retirement benefit if said Participant has at least 30 years of Total Credited Service, regardless of the Participant's age.</u>**

☐ In-Service Distribution to Eligible Employees permitted (<u>i.e.</u>, a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if the Participant meets minimum age and service requirements specified immediately above and satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, 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)**: **<u>Eligible Regular Employees employed on October 4, 2005, provided they are not Terminated and reemployed after such date.</u>**

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

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

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

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

☐ In-Service Distribution to Eligible Employees who are Public Safety Employees permitted (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 satisfies the minimum age parameters for In-Service Distribution Described in Section 6.06(a)(3) of the Basic Plan Document, 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 the Participant 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 Basic Plan Document 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 Basic Plan Document. The Disability Retirement benefit shall commence as of the Participant's Disability Retirement Date under Section 2.24 of the Basic Plan Document.

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 **30** years for the following classes of Eligible Regular Employees:

☐ All Eligible Regular Employees.

☒ Only the following Eligible Regular Employees: **Participants who are certified public safety Employees who are initially employed or become reemployed on or after February 8, 2023, provided that this limit will not apply to a certified public safety Employee who already has 30 years of Total Credited Service as of the date such Participant is first reemployed on or after February 8, 2023.**

☐ 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)**: **<u>Class 5 Participants.</u>**

☒ (b) **Alternative Flat Percentage Formula**. **<u>2.0</u>% (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)**: **<u>Certified Public Safety Employees who were employed as Class 6 Participants prior to February 8, 2023, who were not in Service with the City on February 8, 2023, and who become reemployed with the City after February 8, 2023, with respect to their Service with the City prior to February 8, 2023, only.</u>**

☒ (b.1) **Alternative Flat Percentage Formula**. **<u>2.5</u>% (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)**: **<u>Certified Public Safety Employees who were employed as Class 4 Participants prior to February 8, 2023, who were not in Service with the City on February 8, 2023, and who become reemployed with the City after February 8, 2023, with respect to their Service with the City prior to February 8, 2023, only.</u>**

☒ (b.2) **Alternative Flat Percentage Formula**. **<u>3.0</u>% (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)**: **<u>1) Class 6 Participants who are initially employed on or after February 8, 2023, with respect to all Service with the City; 2) Class 4 Participants and Class 6 Participants who are employed as certified public safety employees on February 8, 2023, with respect to all Service with the City; and 3) Former Class 4 Participants and former Class 6 Participants who were employed prior to February 8, 2023, are not in Service with the City on February 8, 2023, and become reemployed with the City as Class 6 Participants after February 8, 2023, with respect to their Service with the City after February 8, 2023, only.</u>**

☒ (c) **Split Final Average Earnings Formula**. **<u>1.0</u>** % **(insert percentage)** of Final Average Earnings up to the amount of **Covered Compensation (see subsection (2) below for definition of Covered Compensation)**, plus **<u>1.75</u>**% **(insert percentage)** of Final Average Earnings in excess of said Covered Compensation, multiplied by years of Total Credited Service as an Eligible Regular Employee.

This formula applies to:

☐ All Participants 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 Basic Plan Document. 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 Basic Plan Document. 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 Basic Plan Document. 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) <u>Final Average Earnings</u>

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 **<u>60</u> (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) <u>Formula for Elected or Appointed Members of the Governing Authority</u>

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 (service of at least 6 months and 1 day is treated as a year of Total Credited Service; provided, however, than an elected or appointed member of the Governing Authority or Municipal Legal Officer may accrue a maximum of one year of Total Credited Service for every 12-month period of Service as an elected or appointed member of the Governing Authority or Municipal Legal Officer).

This formula applies to:

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

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

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

Check and complete one or more as applicable:

☒ (1) **Standard Early Retirement Reduction Table**. The monthly Early Retirement benefit shall be computed in the same manner as the monthly Normal Retirement benefit, but the benefit shall be reduced on an Actuarially Equivalent basis in accordance with Section 12.01 of the Basic Plan Document 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)**:______.

<u>**Alternative Early Retirement Reduction Table**</u>

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

☐ 14 0.___
☐ 15 0.___

*Interpolate for whole months

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

☒ (1) The monthly Late Retirement benefit shall be computed in the same manner as the Normal Retirement Benefit, based upon the Participant's Accrued Benefit as of the Participant's 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 Basic Plan Document; 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 Basic Plan Document.

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 the Participant's 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 the Participant's 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 the Participant's 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.)

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))**: ______________________________.

G. Multiple Plans

In the event that the Employer maintains multiple plans, the following provisions will apply to the extent necessary to satisfy Code § 415.

____

____

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 Basic Plan Document Section 6.06(c) Regarding Re-Employment as an Ineligible Employee and Basic Plan Document 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 the Participant's 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 the Participant's 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 Basic Plan Document for as long as the Participant remains employed.

☐ (b) The Participant may continue to receive retirement benefits in accordance with Section 6.06(b) of the Basic Plan Document. 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 Basic Plan Document 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 the Participant's 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 the Participant's 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 Basic Plan Document 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 Basic Plan Document. However, the Participant may begin receiving benefits after satisfying 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 Basic Plan Document, in accordance with Section 6.06(b)(2)(B)(i) of the Basic Plan Document.

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 Basic Plan Document.

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 Basic Plan Document. 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 Basic Plan Document, 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 the Participant's 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)**:

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

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

Regular Employees to whom exception applies **(must specify - specific positions are permissible; specific individuals may not be named)**: **Certified public safety employee Participants—except for the Police Chief and Fire Chief in Service on or after April 2, 2024—who are initially employed on or after February 8, 2023. The Police Chief and the Fire Chief in Service on or after April 2, 2024, are subject to the 5-year cliff Vesting requirement above.**

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). Must be at least as favorable as one of the following schedules: (i) 15-year cliff vesting, (ii) 20-year graded vesting, or (iii) for qualified public safety employees, 20-year cliff vesting.)**: **Benefits shall be 100% Vested after the Participant has a minimum of 10 years of Total Credited Service. Benefits remain 0% Vested until the Participant satisfies this minimum.**

B. Elected or Appointed Members of the Governing Authority

Subject to the terms and conditions of the Basic Plan Document, a Participant who is an elected or appointed member of the Governing Authority or a Municipal Legal Officer shall earn a vested right in the Participant's 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). Must be at least as favorable as one of the following schedules: (i) 15-year**

cliff vesting, (ii) 20-year graded vesting, or (iii) for qualified public safety employees, 20-year cliff vesting.): ___________________________________.

18. PRE-RETIREMENT DEATH BENEFITS

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

Subject to the terms and conditions of the Basic Plan Document, 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 the Participant elected a 100% joint and survivor benefit under Section 7.03 of the Basic Plan Document. 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))**: **<u>The Participant shall be eligible upon becoming an Eligible Regular Employee.</u>**

(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 Basic Plan Document.

☐ The Participant must have _____ years **(insert number)** of Total Credited Service.

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

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

☐ Total Credited Service accrued prior to the date of the Participant's death.

☐ Total Credited Service accrued prior to the date of the Participant's death, plus **(check one)**: ☐ one-half (½) ☐ ___________ **(insert other fraction)** of the Service between such date of death and what would otherwise have been the Participant's Normal Retirement Date. **(See Basic Plan Document 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 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 Basic Plan Document, 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 the Participant elected a 100% joint and survivor benefit under Section 7.03 of the Basic Plan Document.

☐ **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) **<u>Exceptions</u>:** 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 pre-approved plan 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 pre-approved plan opinion letter if it makes certain elections under the Adoption Agreement or the Addendum, and that the failure to properly complete the Adoption Agreement may result in a failure of the Adopting Employer's Plan to be a qualified plan.

The Adopting Employer hereby agrees to abide by the Basic Plan Document, 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 Basic Defined Benefit Plan Document) and any other applicable provisions of O.C.G.A. Title 47;

(2) The Basic 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 Basic Defined Benefit Retirement Plan Document approved by the Internal Revenue Service under opinion letter Q705465a dated August 31, 2023. 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), Basic 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 opinion 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 pre-approved plan provider 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 pre-approved plan provider 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 Provider 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 pre-approved plan as described in Revenue Procedure 2017-41; 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 opinion letter, the Provider'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 pre-approved plan opinion letter.

Reliance on Opinion Letter. As provided in Revenue Procedure 2017-41, the Adopting Employer may rely on the Plan's opinion letter, provided that the Adopting Employer's Plan is identical to the GMEBS Plan, and the Adopting Employer has not amended or made any modifications to the Plan other than to choose the options permitted under the Plan, Adoption Agreement, and any Addendum.

AN ORDINANCE (continued from page 1)

Section 2. Except as otherwise specifically required by law or by the terms of the Basic Plan Document 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 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 April 2, 2024 **(not earlier than the first day of the current Plan Year in which the Plan is adopted, unless a retroactive corrective amendment is permitted under EPCRS, Rev. Proc. 2021-30 (or subsequent updated guidance))**.

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 (15) of pre-approved Addendum – Not Applicable *****

(16) Other (May include, but shall not be limited to, provisions relating to Basic Plan Document Sections 6.03, 6.06, 8.04, 8.06, 8.08, 8.09, 8.10, 8.12, 9.01, and 9.02) (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)):

(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, were authorized and directed to take any and all reasonably necessary actions 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) <u>Required Data</u>. On or before June 2, 2020, the City of Hapeville provided (or ensured that its employees or agents provided) GMEBS with records and information reasonably requested or necessary to facilitate the timely transfer of plan administration (plan administration included the payment of current retirees and beneficiaries in pay status as of July 1, 2020). Information and records provided included, but were 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) <u>Treatment of Terminated Vested Participants and Retired Participants; Lump Sum Post-Retirement Death Benefit; No Pre-Retirement Death Benefit</u>. In particular with respect to Vested Participants who Terminated prior to June 2, 2020, but had not Retired as of such date, the City ensured GMEBS was 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 Basic Plan Document or the City's non-GMEBS plan document, as applicable, in effect as of each said Participant's effective Retirement date

(iii) <u>Continuation of Benefits for Retirees (and Their Beneficiaries) in Pay Status as of June 2, 2020</u>. 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 would have applied in the event the City failed to liquidate (or have liquidated) all assets invested in the City of Hapeville Defined Benefit Pension Plan trust fund at the time of the transfer 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, would have been 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 would have remained responsible for processing benefit payments under the Plan until the first day of the first month that began at least 20 days after the date on which at least 85% of the liquidated assets describe in this paragraph 16(b)(vi) were transferred to GMEBS. GMEBS would have been otherwise 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 notifying the City of the amounts of any benefits which became newly payable after June 2, 2020, and until the date on which GMEBS assumed responsibility for processing benefit payments. The City would have been responsible for processing payments of any benefits which became newly payable after June 2, 2020, until the date GMEBS assumed responsibility for processing benefit payments (i.e., the first day of the first month that began at least 20 days after the date on which at least 85% of the liquidated assets describe in this paragraph 16(b)(vi) were 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, was deemed Terminated Vested as of such date, provided, however, that in the event the City 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 Participant's 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 <u>not</u> 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 the 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 <u>not</u> available and GMEBS does <u>not</u> 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 in the City's defined benefit retirement plan document in effect immediately prior to June 2, 2020, 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 Basic Plan Document or a Police Officer as defined in Section 2.51 of the Basic Plan Document.

(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) <u>Benefits for Former Elected or Appointed Members of the Governing Authority</u>. 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) <u>Reservation of Rights</u>. 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) <u>Reliance by GMEBS on Information Provided by City; Litigation over Transfer of Assets and Administration</u>. 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 16(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) <u>Service with GMEBS Employers Not Applicable to Participants Who Terminated Prior to June 2, 2020; Portability Service</u> – Notwithstanding Section 9.05 of the Basic Plan Document 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

2024-2025 SOUTHERN CIRCUIT TOUR OF INDEPENDENT FILMMAKERS
SCREENING PARTNER ORGANIZATION CONTRACT

THIS AGREEMENT (the "Agreement") is made by and between **South Arts, Inc. (the "Company")**, a North Carolina corporation whose address is 1800 Peachtree Street NW, Suite 808, Atlanta, GA 30309, and **City of Hapeville (the "Screening Partner Organization")**, whose address is **3468 N Fulton Ave, Hapeville, Georgia 30354.**

WITNESSETH:

WHEREAS, South Arts produces the **Southern Circuit Tour of Independent Filmmakers**, in which the works of independent filmmakers are exhibited in-person as a media arts tour; and

WHEREAS, the Screening Partner Organization 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 Screening Partner Organization will receive from South Arts the media arts tour titled **Southern Circuit Tour of Independent Filmmakers** from **September 1, 2024 - April 30, 2025** for a participation fee of **$5,000**. The fee includes filmmaker honorarium, applicable filmmaker travel, marketing materials, and administrative expenses.

2. The Screening Partner Organization must sign and return this Agreement by **April 2, 2024.** Failure to return the signed Agreement may result in forfeiture of this program.

3. The tour fee is due by **August 31, 2024**. An invoice for the participation fee will be sent by electronic mail by **July 30, 2024**. Please identify below the organization responsible for receiving and paying the invoice, and the primary contact person.

   Organization name: ____
   Organization address: ____
   Contact person name: ____
   Contact person email: ____
   Contact person telephone number: ________________________________

4. If the media arts tour is canceled by the Screening Partner Organization after the Contract has been signed and more than thirty (30) days before the first screening, the Screening Partner Organization is responsible for fifty percent (50%) of the participation fee. If the cancellation is

within thirty (30) days of the first screening, the Screening Partner Organization is responsible for one hundred percent (100%) of the participation fee. The participation fee is nonrefundable to the Screening Partner Organization.

5. If the Screening Partner Organization must reschedule a screening for which artist travel and lodging arrangements have already been made by a Southern Circuit artist using South Arts funds, the Screening Partner Organization is responsible for covering additional costs incurred by the artist to accommodate the rescheduled screening.

6. If a Southern Circuit artist cancels a screening, the screening will be rescheduled, a replacement representative for the film will be identified, and/or a remote appearance by the filmmaker will be arranged. South Arts will notify and consult with the Screening Partner Organization as soon as possible in the event of any cancellation by the filmmaker.

7. In the event either party is unable to perform its obligations under the terms of this Agreement because of acts of God, strikes, equipment or transmission failure or damage reasonably beyond its control, or other causes reasonably beyond its control, such party shall not be liable for damages to the other for any damages resulting from such failure to perform or otherwise from such causes.

South Arts and the Screening 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 19, 2024.

Please sign and return by April 2, 2024.

For South Arts

Joy Young

____

Joy Young, Vice President of Programs
South Arts
1800 Peachtree St., NW, Suite 808
Atlanta, GA 30309
404-874-7244 X. 31
joyyoung@southarts.org

Date: 3/19/24

For Screening Partner

____

Name, Title
Address: ______________________

Phone: ______________________

Email: ______________________

Tax ID: ______________________

Date: ______________________

2024-2025 SOUTHERN CIRCUIT
SCREENING PARTNER ORGANIZATION CONTRACT - ATTACHMENT A

In respect to the 2024-2025 Southern Circuit Tour of Independent Filmmakers, South Arts will provide the services as follows:

1. Solicit films and coordinate preliminary review of submitted films.

2. Coordinate the selection process for filmmakers and films to tour.

3. Contract filmmakers to screen work, participate in post-screening discussions, community engagement events, and contribute to Southern Circuit marketing.

4. Provide artists honoraria with the support of the National Endowment for the Arts and provide artists stipends for lodging, meals, and transportation.

5. Provide Screening Partners with access to marketing materials that include high-resolution photographs, posters, film synopses, filmmaker headshots and biographies, logos, and filmmaker social media.

6. Provide information documents/sessions and ongoing support for Screening Partners and filmmakers.

7. Provide Screening Partners with physical film media (Blu-ray, DCP, or DVD) copies or digital access to selected films for their Southern Circuit Tour.

In respect to the 2024-2025 Southern Circuit Tour of Independent Filmmakers, the Screening Partner Organization agrees to:

1. Provide South Arts a participation fee of $5,000. Participation fees are invoiced in Summer 2024 and must be paid by August 31, 2024.

2. Return signed contract to South Arts by April 2, 2024.

3. Representatives from your organization will participate in the virtual Film Selection Meeting, May 2, 2024 to select films and filmmakers that will participate in the 2024-2025 program.

4. Present in-person screenings and moderated Q&As with visiting filmmakers. Screening Partners are responsible for any honorarium or fees paid to Q&A facilitators unless otherwise agreed upon.

5. Provide advance promotion within your community for each Southern Circuit screening, including but not limited to print, electronic, and social media.
    - Marketing efforts will include displaying the **South Arts** and **National Endowment for the Arts**' logos and names in print and/or electronic advertising, etc.
    - 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."**
    - Provide verbal recognition at **South Arts** and **National Endowment for the Arts** at in-person programs.

6. For in-person screenings:
    - Provide a qualified projectionist, and functional projection and audio equipment. Blu-ray or DCP projection is preferred, when/if available.
    - Make recommendations for safe, clean, economical overnight accommodations for each filmmaker. Organizations may make reservations on behalf of filmmakers. Filmmakers are responsible for payment of accommodations based on applicable per diem.
    - Identify a contact person to serve as a liaison with South Arts and filmmakers.

7. Ensure that the exhibition site for in-person screenings is accessible to persons with disabilities in accordance with the Americans with Disabilities Act.

8. Notify and consult with South Arts in the event of problems with screening equipment, facilities, or logistics.

9. Provide the Partner's own funds to be applied toward marketing costs and, as necessary, toward those provided services such as a projectionist, rental space, or clerical, maintenance, and security time.

10. Assume responsibility for replacement of physical film media (Blu-rays or DVDs) provided by the filmmakers on the Southern Circuit if said media is damaged or lost by the Partner or the Partner's agents.

For Screening Partner

____

Name, Title

Date: __________

PROFESSIONAL SERVICES AGREEMENT

February 12, 2024

This AGREEMENT (the "Agreement") made this 12th Day of February 2024, (herein the "Commencement Date"), between RedSpeed Georgia, LLC, a Georgia Limited Liability Company (herein "REDSPEED"), with its principal place of business at 400 Eisenhower Lane North, Lombard, IL 60148, and City of Hapeville a political subdivision authorized and created by the State of Georgia (herein "GOVERNING BODY"), with principal offices at 3468 N Fulton Ave, Hapeville, GA 30354.
.

WITNESSETH:

WHEREAS, REDSPEED has the exclusive knowledge, possession, and ownership of certain equipment, licenses, and processes referred to collectively as the "Speed Photo Enforcement System" (herein "SPE System"); and

WHEREAS, GOVERNING BODY desires to use the SPE System to monitor and enforce school zone speed, and may, in the future, desire to monitor and enforce red light violations or other traffic movements and to issue citations for traffic violations; and

WHEREAS, on or about May 8, 2018, the Governor of the State of Georgia signed 2017 6a. HB 978 into law, resulting in Section 40-14-18 of the Official Code of Georgia Annotated taking effect on July 1, 2018; and

WHEREAS, Section 40-14-18 of the Official Code of Georgia Annotated expressly authorizes municipalities to use traffic infraction detectors to enforce certain provisions of Section 40-14-8 of the Official Code of Georgia Annotated, subject to certain requirements; and

WHEREAS, GOVERNING BODY's City Council has adopted an ordinance, which authorizes GOVERNING BODY's Traffic Safety Camera Program ("TSCP") and provides for the implementation and operation of such program by REDSPEED, as agent of GOVERNING BODY.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, REDSPEED and GOVERNING BODY agree that the Agreement shall be as provided herein:

TERMS AND CONDITIONS

1. DEFINITIONS:

As used in this Agreement, the following words and terms shall, unless the context otherwise requires, have the respective meanings provided below:

"Motor Vehicle" means any self-propelled vehicle not operated upon rails or guide-way, but not including any bicycle or electric personal assisted mobility device.

"Notice of Violation" means a citation or equivalent instrument issued by a competent state or municipal law enforcement agent or agency or by a court of competent jurisdiction relating to a violation documented or evidenced by SPE System or REDSPEED as an agent of such law enforcement agent, agency or court.

"Motor Vehicle Owner" means the person or entity identified by the Georgia Department of Motor Vehicles, or other state vehicle registration office, as the registered owner of a vehicle. Such term shall also mean a lessee of a motor vehicle pursuant to a motor vehicle lease or rental agreement.

"Recorded Images" means photographic, electronic, digital or video images of a Motor Vehicle recorded by a SPE System and establishing a time sequence of the Motor Vehicle entering the intersection or speed zone and its speed.

"RedCheck" means web-based violation processing system used by Certified Peace Officer.

"Speed Photo Enforcement System" (herein "SPE System") means an electronic system that captures recorded images of Motor Vehicles speeding in designated school zone and consisting of, at a minimum one radar, IR panel, and up to seven (7) individual video cameras capable of monitoring up to seven (7) lanes of enforcement.

"Certified Peace Officer" means an employee of GOVERNING BODY's police department who meets the qualifications of Section 40-14-1(1) of the Official Code of Georgia Annotated.

"Unamortized Costs" means the historical cost of a fixed asset less the total depreciation shown against that asset up to a specified date. Unamortized costs for this Agreement may include, but are not limited to, design/engineering plans, camera foundation construction and installation, restoration of camera location to its original condition and cost of equipment.

"Violation" means a violation of Section 40-14-8 or Section 40-14-18 of the Official Code of Georgia Annotated or a violation of GOVERNING BODY's Code of Ordinances, as may be amended from time to time.

2. REDSPEED AGREES TO PROVIDE:

The scope of work identified in "Exhibit A, Section 1".

3. GOVERNING BODY AGREES TO PROVIDE:

The scope of work identified in "Exhibit A, Section 2".

4. SERVICE FEES:

The service fee schedule identified in "Exhibit B".

5. TERM AND TERMINATION:

This Agreement shall be effective on the Commencement Date. The term of this Agreement shall be for forty-eight (48) months beginning on the first day of the month following the first issued Notice of Violation (the "Start Date") of the last camera installed and shall be extended upon written approval by the governing body of the City of Hapeville, Georgia for up to five (5) additional one (1) year periods. However, GOVERNING BODY may terminate this Agreement at the expiration of any term by providing written notice of its intent not to extend the Agreement sixty (60) days prior to the expiration of the current term.

REDSPEED's services may be terminated:

a. By mutual written consent of the parties.

b. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement and the defaulting party fails to cure the default within thirty (30) days after receiving written notice. The terminating party must provide written notice to the other party of its intent to terminate and state with reasonable specificity the grounds for termination.

c. For convenience, by either party in the event that state legislation or a decision by a court of competent jurisdiction prohibits the deployment of the SPE Systems that is the subject of this Agreement, but only following the exhaustion of any legal challenges that may occur challenging such state legislation or judicial determination. To the extent it becomes necessary, the Parties to this Agreement acknowledge that this agreement shall be tolled during the time it takes to determine legal challenges.

d. For convenience of GOVERNING BODY. GOVERNING BODY reserves the right to terminate by giving written notice to REDSPEED sixty (60) days prior to the effective date of such termination.

Upon termination of this Agreement, either for breach or because it has reached the end of its term or as a result of giving an early termination notice, the parties recognize that GOVERNING BODY will have to process traffic law violations that occur prior to the notice of termination of the Agreement and that REDSPEED must assist GOVERNING BODY in this regard. Accordingly, the parties shall take the following actions, and shall have the following obligations, which survive termination during the winddown period: GOVERNING BODY shall cease using the SPE System, shall return or allow REDSPEED to recover all provided equipment within a reasonable time not to exceed ninety (90) days, and shall not generate further images to be processed. Unless directed by GOVERNING BODY not to do so, REDSPEED shall continue to process all images taken by GOVERNING BODY before termination and provide all services associated with processing in accordance with this Agreement and shall be entitled to all Fees specified in the Agreement as if the Agreement were still in effect. REDSPEED shall provide GOVERNING BODY with all revenues owed to GOVERNING BODY accruing prior to the date of termination and REDSPEED shall be entitled to its fees pursuant to this Agreement, from said accrued revenues provided to GOVERNING BODY.

6. ASSIGNMENT:

Neither party may assign all or any portion of this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed. Provided, however, that GOVERNING BODY hereby acknowledges and agrees that delivery and performance of REDSPEED's rights pursuant to this Agreement shall require a significant investment by REDSPEED, and that in order to finance such investment, REDSPEED may be required to enter into certain agreements or arrangements including, but not limited to, acknowledgments and/or consents with equipment lessors, banks, financial institutions or other similar persons or entities. GOVERNING BODY hereby agrees that REDSPEED shall have the right to assign, pledge, hypothecate or otherwise transfer its rights to the equipment but not the service provided under this Agreement, to any of the aforesaid financial institutions without GOVERNING BODY's prior written approval. GOVERNING BODY further acknowledges and agrees that in the event that REDSPEED provides any such acknowledgment or consent to GOVERNING BODY for execution, and in the event that GOVERNING BODY fails to execute and deliver such acknowledgment or consent back to REDSPEED within ten (10) calendar days after its receipt of such request from REDSPEED to execute such acknowledgment or consent.

7. FEES AND PAYMENT:

GOVERNING BODY shall pay for all equipment, services and maintenance based on the fee schedule indicated in Exhibit B, Schedule 1 ("Fees").

8. COMMUNICATION OF INFORMATION:

REDSPEED agrees that all information obtained by REDSPEED through operation of the SPE System shall be made available to the GOVERNING BODY at any time during REDSPEED's normal working hours excluding trade secrets as defined by Georgia law and other information that is confidential pursuant to Georgia law or exempt from disclosure pursuant to Georgia law and not reasonably necessary for the prosecution of citations or the fulfillment of GOVERNING BODY's obligation under this Agreement. REDSPEED reserves the right to charge GOVERNING BODY for sizable information requests that will incur substantial resource allocation to compile.

9. CONFIDENTIAL INFORMATION:

No information given by REDSPEED to GOVERNING BODY will be of a confidential nature, unless specifically designated in writing as proprietary and confidential by REDSPEED and either confidential pursuant to Georgia law or exempt from disclosure pursuant to Georgia law. Nothing in this paragraph shall be construed contrary to the terms and provisions of any Georgia law governing public records or similar laws, insofar as they may be applicable. REDSPEED shall not use any information acquired by this program with respect to any violations or GOVERNING BODY's law enforcement activities for any purpose other than the program encompassed by this Agreement.

10. OWNERSHIP OF SYSTEM:

It is understood by GOVERNING BODY that the SPE System being installed by REDSPEED is, and shall remain, the sole property of REDSPEED, unless separately procured from REDSPEED through a lease or purchase transaction. The SPE Systems are provided to GOVERNING BODY only under the terms and for the term of this Agreement.

11. RECORDS AND AUDIT:

REDSPEED shall maintain during the term of the Agreement all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this Agreement. REDSPEED agrees to make available to GOVERNING BODY's Internal Auditor, during normal business hours and in City of Newnan, Georgia all books of account, reports and records relating to this Agreement for the duration of the Agreement and retain them for a minimum period of three (3) years beyond the last day of the Agreement term or such other period required by the Georgia public records law and Georgia public records retention schedules, whichever is longer.

12. INDEMNIFICATION AND INSURANCE:

REDSPEED shall comply with all laws, ordinances and regulations governing the use of photo enforcement systems applicable to this Agreement and shall comply with the maintenance procedures and manufacturer recommendations for operation of SPE System equipment which affect this Agreement, and shall indemnify and save harmless the GOVERNING BODY against claims arising from the violations of the maintenance procedures and manufacturer recommendations for operation of the equipment as a result of the gross negligence, recklessness, or willful or intentional misconduct of REDSPEED, its officers and directors, agents, attorneys, and employees, but excluding any employees or agents of GOVERNING BODY.

REDSPEED agrees to protect, defend, indemnify, and hold harmless GOVERNING BODY and GOVERNING BODY's officers, employees, and agents from and against any and all losses, penalties, damages, settlements, fines, claims, costs, charges for other expenses, or liabilities of every and any kind including any award of attorney fees and any award of costs in connection with or arising from any gross negligence, intentional or reckless act or omission by REDSPEED or any of REDSPEED's officers, employees, agents, contractors, or subcontractors in performing the work agreed to or performed by REDSPEED under the terms of this Agreement. Without limiting the foregoing, any and all claims, suits or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, violations of any decree of any court in connection with or arising from any gross negligence, intentional or reckless act or omission by REDSPEED shall be included in this indemnity.

REDSPEED shall maintain the following minimum scope and limits of insurance:

a. Commercial General Liability Insurance including coverage for bodily injury, property damage, premises and operations, products/completed operations, personal and advertising injury, and contractual liability with a combined single limit of $1,000,000 per occurrence. Such insurance shall name GOVERNING BODY and GOVERNING BODY's officers, employees, volunteers and elected officials as additional insured for liability arising from REDSPEED's operation.

b. Workers' Compensation, as required by applicable state law, and Employers Liability Insurance with limits of not less than $500,000 each accident. REDSPEED shall always maintain Workers' Compensation insurance coverage in the amounts required by law, but shall not be required to provide such coverage for any actual or statutory employee of GOVERNING BODY.

c. Comprehensive Business Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by REDSPEED with a minimum $1,000,000 per occurrence combined single limit bodily injury and property damage.

REDSPEED shall require any subcontractors doing work under this Agreement to provide and maintain the same insurance, which insurance shall also name GOVERNING BODY and GOVERNING BODY's officers, employees and elected officials as additional insureds.

Certificates showing REDSPEED is carrying the above described insurance, and evidencing the additional insured status specified above, shall be furnished to GOVERNING BODY within thirty (30) calendar days after the date on which this Agreement is made. Such certificates shall show that GOVERNING BODY shall be notified at least thirty (30) days in advance of all cancellations of such insurance policies. REDSPEED shall forthwith obtain substitute insurance in the event of a cancellation.

Inasmuch as GOVERNING BODY is a body politic and corporate, the laws from which GOVERNING BODY derives its powers, insofar as the same law regulates the objects for which, or manner in which, or the concerns under which, GOVERNING BODY may enter into this Agreement, shall be controlling and shall be incorporated by reference into this Agreement. GOVERNING BODY shall be responsible for vehicle insurance coverage on any vehicles driven by GOVERNING BODY employees. Coverage will include liability and collision damage.

REDSPEED will require all its subcontractors to provide the aforementioned coverage as well as any other coverage that REDSPEED may consider necessary, and any deficiency in the coverage or policy limits of said subcontractors shall be the sole responsibility of REDSPEED.

13. STATE LAW TO APPLY:

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Fulton County, Georgia and that all litigation between them in the federal courts shall take place in the State of Georgia.

14. DISPUTE RESOLUTION:

All disputes arising out of or in connection with the Agreement shall be attempted to be settled through good-faith efforts between senior management of both Parties. Following thirty (30) days of unsuccessful negotiation, a dispute may be submitted to professionally-assisted mediation. Before a demand for mediation may be filed by either Party, the management of both Parties shall have met at least two times in face-to-face meetings in an effort to resolve any dispute or controversy through normal business management practices. Any mediator so designated must be acceptable to each Party. The mediation will be conducted as specified by the mediator and agreed upon by the Parties. The Parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the dispute. The mediation will be treated as a settlement discussion and therefore will be confidential. The mediator may not testify for either Party in any later proceeding relating to the dispute. Each Party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the Parties. The jurisdiction for resolution of any dispute arising from this Agreement, not resolved through negotiation or mediation, shall be resolved in Fulton County, Georgia in a court of competent jurisdiction.

15. AMENDMENTS TO THE AGREEMENT:

GOVERNING BODY may from time to time consider it in its best interest to change, modify or extend term, conditions or covenants of this Agreement or require changes in the scope of the Services to be performed by REDSPEED, or request REDSPEED to perform additional services regardless of and without invalidating the process that was used to procure the services enumerated under this Agreement. Any such change, addition, deletion, extension or modification, including any increase or decrease in the amount of REDSPEED's compensation, which are mutually agreed upon by and between GOVERNING BODY and REDSPEED, shall be incorporated in written amendments (herein called "Amendments") to this Agreement that are duly executed by both parties. Such Amendments shall not invalidate the procurement process or this Agreement nor relieve or release REDSPEED or GOVERNING BODY of any of its obligations under this Agreement unless stated therein.

16. EFFECT OF AMENDMENT(S) ON AGREEMENT:

Except as expressly amended or modified by the terms of an Amendment, all terms of the Agreement shall remain in full force and effect. Unless a different meaning is specified in an Amendment, all capitalized terms used herein shall have the meaning described in the Agreement. In the event of a conflict between the terms of the Amendment and this Agreement, the Amendment shall prevail and control.

17. LEGAL CONSTRUCTION AND REQUIREMENTS:

In case any one or more of the provisions contained in this Agreement shall for any reason, by a court of competent jurisdiction, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.

18. NO AGENCY:

Except as specifically provided otherwise herein, REDSPEED is an independent contractor under this Agreement and acts an agent of GOVERNING BODY. Personal services shall be provided by employees of REDSPEED who shall be subject to supervision by REDSPEED, and not as officers, employees or agents of the GOVERNING BODY. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of REDSPEED.

19. FORCE MAJEURE:

GOVERNING BODY and REDSPEED will be excused from the performance of their respective obligations under this Agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, rioting, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance provided that:

- the non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure; the excuse of performance is of no greater scope and no longer duration than is required by the Force Majeure;
- no obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and,
- the non-performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, GOVERNING BODY may excuse performance for a longer term. Economic hardship of REDSPEED will not constitute Force Majeure.

20. PERMITS, FEES, AND LICENSES:

REDSPEED shall, at its own expense, obtain all necessary permits and pay all licenses and fees required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this Agreement.

21. NON-DISCRIMINATION:

There shall be no discrimination as to race, sex, color, creed, age, sexual orientation, disability, marital status, or national origin in the operations conducted under this Agreement.

22. SUBCONTRACTORS:

REDSPEED must be capable of performing all the services contained within this Agreement. If REDSPEED uses a subcontractor in the performance of these services, REDSPEED shall submit complete information on any/all proposed subcontractors. The same qualifications requirements, and all other terms and conditions of the Agreement shall also apply to the subcontractor. GOVERNING BODY reserves the right to approve or disapprove of any subcontractor proposed.

REDSPEED shall ensure that all of REDSPEED's subcontractors perform in accordance with the terms and conditions of this Agreement. REDSPEED shall be fully responsible for all of REDSPEED's subcontractors' performance, and liable for any of REDSPEED's subcontractors' non-performance and all of REDSPEED's subcontractors' negligent, intentional or reckless acts and omissions. REDSPEED shall defend, counsel being subject to GOVERNING BODY's approval or disapproval, and indemnify and hold harmless GOVERNING BODY and GOVERNING BODY's officers, employees, and agents from and against any claim, lawsuit, third party action, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of REDSPEED's subcontractors for payment for work performed for GOVERNING BODY by any of such subcontractors, and from and against any claim, lawsuit, third party action, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any negligent, intentional or reckless act or omission by any of REDSPEED's subcontractors.

23. ENTIRE AGREEMENT:

The provisions of this Agreement, including the recitals, comprise all of the terms, conditions, agreements, and representations of the parties with respect to the subject matter hereof. All representations and promises made by any party to another, whether in writing or orally, concerning the subject matter of this Agreement, are merged into this Amendment. Except as amended by an Amendment, the terms of the Agreement shall continue in full force and effect.

24. NOTICES:

Any notice or demand which under the terms of this Agreement or under any statute must or may be given or made by REDSPEED or GOVERNING BODY shall be in writing and shall be given or made by personal service, first class mail, overnight delivery, or by certified or registered mail to the parties at the following respective addresses:

City of Hapeville
Attn: City Manager
3468 N Fulton Ave
Hapeville, GA 30354

RedSpeed Georgia, LLC
400 Eisenhower Lane North
Lombard, Illinois 60148
Attn: Robert Liberman, Manager

25. EXCLUSIVITY:

GOVERNING BODY agrees that upon execution of this Agreement, GOVERNING BODY may not utilize another vendor, other than REDSPEED, for the same or similar services as contemplated herein, within the jurisdiction of the GOVERNING BODY without prior written consent from REDSPEED.

IN WITNESS THEREOF, the parties have duly executed this Agreement on the day and year first written above.

City of _____________, Georgia

By:____________________,____/___/__
Name
Title

RedSpeed Georgia, LLC

By: Robert Liberman, 03/28/2024
Robert Liberman
Manager

Attest:____________________,____/___/______
__________ City Clerk / Authorized Attestor

Exhibit A

SECTION 1.

REDSPEED SCOPE OF WORK

1. REDSPEED agrees to provide a turnkey solution for SPE Systems to GOVERNING BODY wherein all reasonably necessary elements required to implement and operate the solution are the responsibility of REDSPEED, except for those items identified in Section 2 titled "GOVERNING BODY Scope of Work". REDSPEED and GOVERNING BODY understand and agree that new or previously unforeseen requirements may, from time to time, be identified and that the parties shall negotiate in good faith to assign to the proper party the responsibility and cost for such items. In general, if work is to be performed by GOVERNING BODY, unless otherwise specified, GOVERNING BODY shall not charge REDSPEED for the cost. All other in-scope work, external to GOVERNING BODY, is the responsibility of REDSPEED.

2. REDSPEED agrees to make every effort to adhere to the Project Time Line agreed upon between the parties and based on the Best and Final Offer.

3. REDSPEED will install SPE Systems at several intersections, school zone areas or grade crossing approaches to be agreed upon between REDSPEED and GOVERNING BODY after completion of site analyses. In addition to any initial locations, the parties may agree from time to time to add to the quantities and locations where SPE Systems are installed and maintained.

4. REDSPEED will operate each SPE System on a 24-hour basis, barring downtime for maintenance and normal servicing activities.

5. REDSPEED agrees to provide a secure website (www.SpeedViolations.com) accessible to recipients who have received Notices of Violation by means of a Notice #, which will allow violation image and video viewing.

6. REDSPEED shall provide technician site visits to each SPE System once per month to perform preventive maintenance checks consisting of: camera enclosure lens cleaning, camera, strobe, and controller enclosure cleaning, inspection of exposed wires, and general system inspection and maintenance.

7. REDSPEED shall use best efforts to endeavor to repair a non-functional SPE System within forty-eight (48) business hours of determination of a malfunction.

8. REDSPEED shall use best efforts to endeavor to repair the SPE System within one (1) business day from the time of the outage. Outages of GOVERNING BODY internet connections or infrastructure are excluded from this service level.

9. REDSPEED will establish a demand deposit account bearing the title, "RedSpeed Georgia LLC as agent for City of Newnan at CIBC Bank." All funds collected on behalf of GOVERNING BODY, excluding REDSPEED's monthly fees and any fees associated with electronic processing of violations, will be deposited in this account and transferred by wire

on or about the 15th calendar day of the month to GOVERNING BODY's primary deposit bank. GOVERNING BODY will identify the account to receive funds wired from First Midwest Bank. GOVERNING BODY shall sign a W-9 and blocked account agreement, to be completed by GOVERNING BODY, to ensure GOVERNING BODY's financial interest in said bank account is preserved.

10. REDSPEED will design, fabricate, install, obtain permits, and maintain one speed warning sign for each monitored approach.

11. REDSPEED or subcontractors will be responsible for any costs associated with building, construction, electrical, street use, and/or pole attachment permits.

12. REDSPEED shall assign a project manager who will be the liaison between GOVERNING BODY and REDSPEED and will be responsible for project activities such as development of a project plan and tracking of deliverables. GOVERNING BODY shall reserve the right to request a new project manager.

13. REDSPEED shall provide GOVERNING BODY with RedCheck, an automated web-based citation processing system that includes image processing, color printing and mailing of a Notice of Violation per chargeable event. Each Notice of Violation shall be delivered by first class mail to the Motor Vehicle Owner within the statutory period. Mailings to Motor Vehicle Owners responding to Notices of Violation identifying drivers in affidavits of non-liability or by rental car companies are also included.

14. REDSPEED shall provide the Certified Peace Officer with access to RedCheck, for the purposes of reviewing Violations Data within five (5) days of the gathering of the Registered Vehicle Owner Information.

15. The decision to issue Notice of Violation shall be the sole, unilateral and exclusive decision of the Certified Peace Officer consistent with State Law.

16. RedCheck shall apply an electronic signature to a Notice of Violation when authorized to do so by an approving Certified Peace Officer.

17. REDSPEED shall obtain in-state vehicle registration information necessary to issue citations if it is named as GOVERNING BODY's agent.

18. REDSPEED shall seek records from out-of-state vehicle registration databases and apply records found by RedCheck to issue citations for GOVERNING BODY.

19. If GOVERNING BODY is unable to or does not desire to integrate REDSPEED data into its adjudication system, REDSPEED shall provide an on-line adjudication processing module, which will enable the adjudication function to review cases, related images, correspondence, and other related information required to adjudicate the disputed Notice of Violation.

20. REDSPEED shall provide to GOVERNING BODY access to RedCheck system, which provides GOVERNING BODY with ability to run and print all standard system reports.

21. If required by GOVERNING BODY, REDSPEED shall, at REDSPEED's expense, provide and train GOVERNING BODY with a local expert witness able to testify in administrative proceedings and in court on matters relating to the accuracy, technical operations, and effectiveness of the SPE System until judicial notice is taken.

22. In those instances where damage to an SPE System is caused by negligence on the part of GOVERNING BODY or its authorized agent(s), REDSPEED will provide GOVERNING BODY an estimate of the cost of repair. Upon authorization to proceed with the repairs or replacement, REDSPEED shall replace or repair any damaged equipment and invoice for the pre-approved repair cost. REDSPEED shall bear the cost to replace or repair equipment damaged in all other circumstances.

23. REDSPEED shall provide a toll-free, GOVERNING BODY-specific help line to help GOVERNING BODY resolve any problems encountered regarding its SPE System and/or citation processing. The help line shall function during normal business hours. Call Center hours for violators is Monday-Friday 9:00 AM to 5 PM EST.

24. REDSPEED shall provide Motor Vehicle Owners with the ability to view Recorded Images of Violations involving their motor vehicles online. This online viewing system shall include a link to the REDSPEED payment website(s).

25. REDSPEED is authorized to charge, collect and retain fees associated with the electronic processing. Such fees shall not exceed $25.00 per violation. Such fee is paid by the violator. GOVERNING BODY will not receive any of said fees. GOVERNING BODY assumes no liability, responsibility, or control for said fee sought by REDSPEED.

26. REDSPEED shall provide GOVERNING BODY with a warning period consistent with State law.

27. REDSPEED shall provide authorized City users access to on demand video, reporting tools and other online features through its RedCheck and SiteOps programs. RedSpeed will maintain video data for twenty five (25) days unless otherwise requested for preservation by the City.

28. GOVERNING BODY will have real-time access to violation and camera data. However, requests for large blocks of film footage (i.e., requests that are not conveniently downloadable by the Department) will be subject to a $125 fee per request.

29. REDSPEED will assist GOVERNING BODY with the installation and maintenance of any required signage including flashers.

SECTION 2.
GOVERNING BODY'S SCOPE OF WORK

30. Within seven (7) business days of execution of the Agreement, GOVERNING BODY shall provide REDSPEED with the name and contact information for a project manager with authority to coordinate GOVERNING BODY responsibilities under the Agreement.

31. Within seven (7) business days of the Agreement, GOVERNING BODY shall provide REDSPEED with the name and contact information for an Appeals Coordinator or staff responsible for oversight of all related program requirements.

32. Within seven (7) business days of execution of the Agreement, GOVERNING BODY shall provide REDSPEED with the name(s), contact information, and electronic signature(s) of all Certified Peace Officers authorized by GOVERNING BODY's police department to approve and issue Notices of Violation.

33. GOVERNING BODY shall establish a method by which a Motor Vehicle Owner who has received a Notice of Violation may review the images and video evidencing the Violation at www.SpeedViolation.com free of charge. This may be at a publicly available terminal at GOVERNING BODY's facility or by appointment with the Police Department.

34. REDSPEED will relocate an SPE System at no cost to a new enforcement location once it has been mutually agreed upon between REDSPEED and GOVERNING BODY.

35. GOVERNING BODY shall endeavor to approve or reject REDSPEED submitted plans within seven (7) business days of receipt. REDSPEED and GOVERNING BODY will endeavor to approve the plans in a timely manner.

36. GOVERNING BODY will endeavor to issue all needed permits to REDSPEED and its subcontractors in an expedited fashion for plan approval.

37. If use of private property right of way is needed, GOVERNING BODY shall assist REDSPEED in acquiring permission to build in existing utility easements as necessary. Any additional cost for private property right of way lease/rental costs shall be borne by REDSPEED. REDSPEED reserves the right to not install on private property if the costs are unreasonable.

38. GOVERNING BODY may allow REDSPEED to build needed infrastructure in existing GOVERNING BODY owned easement as necessary and only after required permits have been approved.

39. GOVERNING BODY's Certified Peace Officer(s) shall process each potential violation in accordance with State Law and/or GOVERNING BODY's Ordinances within five (5) days (excluding Saturday, Sunday and GOVERNING BODY observed holidays) of its appearance in the Law Enforcement Review Queue, using RedCheck to determine which Violations will be issued as Notices of Violation.

40. Police Department workstation computer monitors for citation review and approval should provide a minimum resolution of 1280 x 1024.

41. Police Department shall provide signatures of all authorized police users who will review events and approve citations on forms provided by REDSPEED.

42. GOVERNING BODY shall handle inbound and outbound phone calls and correspondence from defendants who have questions about disputes, and other issues relating to citation adjudication. GOVERNING BODY may refer citizens with questions regarding REDSPEED or SPE System technology and processes to websites and/or toll-free telephone numbers provided by REDSPEED for that purpose.

43. If remote access to a REDSPEED SPE System is blocked by GOVERNING BODY's network security infrastructure, GOVERNING BODY's Technology Consultant shall coordinate with REDSPEED to facilitate appropriate communications while maintaining required security measures.

44. GOVERNING BODY shall at all time maintain a list of school and school zone hours and shall inform REDSPEED of all times for each Zone. GOVERNING BODY shall maintain and update this list, and shall be responsible for ensuring the accuracy of any citation issued against the corresponding time.

45. GOVERNING BODY shall maintain a School Zone calendar and shall notify REDSPEED as soon as practical before a change of scheduled enforcement (I.e. short days, no in-person instruction days, closings, etc).

Exhibit B

SCHEDULE 1
SERVICE FEE SCHEDULE

GOVERNING BODY agrees to pay REDSPEED the Fee(s) as itemized below:

1. Description of Pricing

Fee includes all costs required and associated with SPE system installation, maintenance and ongoing field and back-office operations. Includes camera equipment, installation, maintenance, violation processing services, DMV records access, mailing of required documents, lockbox and credit card processing services, call center support for general program questions, public awareness program support, and access to web-based SPE System for Certified Peace Officer review:

35% of collected revenue.

SERVICE AGREEMENT BY AND BETWEEN

THE CITY OF HAPEVILLE, GEORGIA

AND

OPTOTRAFFIC, LLC

This Service Agreement (the "Agreement") is made and entered this 20th day of August, 2019 (the "Effective Date"), by and between Optotraffic, LLC, a Foreign Limited Liability Company with offices at 4600 Forbes Boulevard, Lanham, MD 20706 ("OPTOTRAFFIC"), and the City of Hapeville, a municipal and political subdivision of the State of Georgia, with offices at 3468 N. Fulton Avenue, Hapeville, Georgia 30354 ("CLIENT").

Background

Whereas, OPTOTRAFFIC is in the business of providing automated traffic violation detection, imaging and administrative services to authorized municipalities and government agencies using OPTOTRAFFIC'S proprietary system (as more specifically described herein below, the "Services"); and

Whereas, CLIENT is an authorized municipality or government agency with a need for such Services; and

Whereas, CLIENT now desires to contract with OPTOTRAFFIC for the provision of such Services;

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, CLIENT and OPTOTRAFFIC agree as follows:

1. **Services.** During the Term of this Agreement, and in consideration of the Fees specified in Schedule A, OPTOTRAFFIC shall use reasonable commercial efforts to provide the Services to CLIENT in accordance with the terms and conditions of this Agreement. Services shall include the following:
   a) Detection and Recording of Potential Traffic Violations. OPTOTRAFFIC will make available to CLIENT certain traffic violation detection systems, which work in conjunction with a photographic, video, or electronic camera and may also include certain equipment provided by third parties, that detect other traffic violations and produce photographs, video or digital images of vehicles potentially violating traffic laws, and which may include, but are not limited to, portable, mobile, handheld and or fixed site camera systems ("Monitoring System") to detect and record potential traffic violations at the service locations(s) selected by CLIENT ("Recorded Events"). CLIENT agrees to operate the Monitoring System in a manner consistent with the terms and conditions of this Agreement. The Client also agrees to operate all systems in compliance with applicable and prevailing laws of the State, and/or local jurisdiction.
   b) Initial Validation of Recorded Events. OPTOTRAFFIC will promptly perform a preliminary review of Recorded Events data for the sole purpose of attempting to filter Recorded

Event data that is of insufficient quality for further use. For example, and without limitation, OPTOTRAFFIC may filter Recorded Events data in which no motor vehicle registration plate information or only partial information is reasonably discernible from the Recorded Event. CLIENT will have the sole and exclusive responsibility for the final review of Recorded Events data not filtered by OPTOTRAFFIC and the authorization and issuance of a citation thereafter.

c) Motor Vehicle Records. OPTOTRAFFIC will promptly retrieve applicable Department of Revenue (DOR) records from Georgia and other states' databases for motor vehicles photographed in Recorded Events using registration plate information from such vehicles, where such information is reasonably discernible from the Recorded Event. CLIENT agrees to provide OPTOTRAFFIC with the required authorizations for OPTOTRAFFIC to effectuate such retrieval of DOR records. The retrieval of DOR records by OPTOTRAFFIC is solely for the purpose of presenting such information to CLIENT and CLIENT shall be responsible for the final review confirming the accuracy of and matching the information to the subject motor vehicle in each instance. OPTOTRAFFIC agrees that it will use all DOR databases in accordance with any use limitations and restrictions imposed by the owner of the database, any government or CLIENT.

d) Access to Website. After OPTOTRAFFIC has completed is preliminary review of Recorded Events data, OPTOTRAFFIC shall post Recorded Events data not filtered by OPTOTRAFFIC to OPTOTRAFFIC'S proprietary VioView™ software via the Internet to allow for CLIENT'S review of Recorded Events on OPTOTRAFFIC'S website and authorization and issuance of citations. Availability of the website and VioView™ software will be generally twenty-four (24) hours per day, seven (7) days per week; provided, however, that such availability is subject to change without advance notice as a result of system maintenance, unplanned downtime, and other factors and circumstances beyond OPTOTRAFFIC'S control. OPTOTRAFFIC will not be responsible for any such reasonable unavailability or downtime. CLIENT'S use of the website and the VioView™ software is governed by the terms of this Agreement and the Terms of Service posted on the website.

e) Payments by Mail and Online. Citation payments may be made by check, money order, or credit card. OPTOTRAFFIC, directly and or through OPTOTRAFFIC'S third party processor, will process payments made by mail and, at no additional cost to CLIENT, provide the capability for individuals receiving citations to view and pay citations online by credit card. All citations and delinquent notices will expressly state that all payments of fines are to be made payable to CLIENT at the designated physical or website address. All payments of citations will be deposited into the Lockbox Account described in Section 7 below. Payments of citations will be tracked using the system of record, VioView™ Financial Tracking System ("VioView FTS").

f) Citations and Delinquent/Final Notices, Printing and Mailing. OPTOTRAFFIC, directly or through OPTOTRAFFIC'S printing services provider, at no additional cost to CLIENT, will print and mail a citation issued by CLIENT or CLIENT'S Approving Authorities (as defined in Section 2(f) below), and as required, one delinquent notice and one final notice for each outstanding citation (collectively, "Notices") to the registered owner/lessee/other of motor vehicles bearing State of Georgia plates and out-of-state plates to whom a citation has been approved by CLIENT. Such Notices will be in a fixed, standardized format pre-approved by CLIENT. CLIENT will be responsible for ensuring that the format and content of Notices comply with all applicable laws, rules and regulations. Citations will be mailed to the individual and address specified on the issued citations, which shall be the name, and address of the registered owner/lessee/other of the vehicle as shown on the vehicle registration records. Delinquent or Final notice(s) will be mailed to the address on the issued citation, unless an updated address becomes available to OPTOTRAFFIC.

g) Hearings. OPTOTRAFFIC will make available, at OPTOTRAFFIC's expense, a qualified expert representative to attend and provide testimony for the initial court hearing for citations, provided that OPTOTRAFFIC received at least thirty (30) days prior written notice of each such hearing. OPTOTRAFFIC is not responsible for the outcome of any such hearing. In the event of additional expert testimony requests, CLIENT will reimburse OPTOTRAFFIC for costs incurred in making such expert available to testify, including reasonable travel, lodging and related expenses and time at the expert's then-current hourly rate.

h) Maintenance and Support. OPTOTRAFFIC will, in a timely and prompt manner, maintain and service the Monitoring System and assist CLIENT personnel who use the Monitoring System. OPTOTRAFFIC will be on call to correct any malfunction that renders the Monitoring System inoperable during enforcement hours. Any and all maintenance records shall be considered Confidential Information (defined hereafter) and shall not be disclosed to CLIENT or anyone else, except as provided in Section 8 of this Agreement.

i) Training. OPTOTRAFFIC, at no additional charge to CLIENT, will be responsible to train CLIENT to use the Monitoring System. This includes training new users as staffing assignments may change at the sole discretion of the CLIENT.

j) Service Locations. OPTOTRAFFIC shall provide to CLIENT, without charge, technical advice as to the feasibility of proposed Service Locations.

k) Citizen Inquiries. OPTOTRAFFIC shall provide, and include on citations, a telephone number to which recipients of citations may call Monday-Friday, 8:00 a.m. to 5:00 p.m. (EST), excluding legal holidays, to speak with a knowledgeable attendant to make inquiries and receive prompt informed answers to questions regarding topics such as citations, billing and payment procedures and status of payments and hearing dates.

l) Hearing Dockets. Unless agreed otherwise by the parties, on not less than a monthly basis, OPTOTRAFFIC, in consultation with CLIENT, shall prepare and submit to the applicable hearing officer or Court all paperwork and other documentation necessary for scheduling of hearings on all citations then ripe for review or adjudication. OPTOTRAFFIC shall only send a notice to appear at a hearing for recipients of citations who have made a timely hearing request.

m) Collections Support. OPTOTRAFFIC acknowledges that CLIENT may place the collection of unpaid citations issued pursuant to the terms and conditions of this Agreement and past due debt owed to CLIENT resulting from past due citations with a third party, for purposes of filing collection actions against any motorist and/or debtor who fails to pay amounts due and owing under any citations. CLIENT shall be solely responsible for any and all court costs, filing fees, collection fees, attorney fees and other expenses incurred. In association with contractual agreements referenced hereunder, OPTOTRAFFIC is hereby authorized to provide a third party with whom the CLIENT contracts to provide debt collections services, with any and all information relevant and/or necessary for the collection of unpaid citations, including personal information of the recipients of the citations, but CLIENT is not obligated to use the third party provided by OPTOTRAFFIC. OPTOTRAFFIC'S obligations to cooperate and provide information to any third party whom the CLIENT contracts to provide debt collections services shall continue throughout the term of the Agreement and for a period of twenty-four months following the termination of this Agreement. CLIENT agrees to pay OPTOTRAFFIC an additional Processing and Administration Fee set forth in Schedule A for providing information and administrative services for the collection effort performed by a third party.

2. **CLIENT'S Responsibilities**. CLIENT acknowledges that certain aspects of the Service require the participation and cooperation of CLIENT, without which OPTOTRAFFIC'S performance of the Services may be significantly impaired or delayed. CLIENT is responsible for the following:
   a) <u>Service Location</u>. CLIENT will select the location(s) at which the Monitoring System will detect and record potential violations ("Service Location(s)"). After the commencement of service at a Service Location, CLIENT may elect to change the Service Location by notifying OPTOTRAFFIC, but OPTOTRAFFIC reserves the right to decline a request to change a Service Location that in OPTOTRAFFIC'S opinion is technically infeasible. CLIENT may not use the Services for any purpose not allowed by law.
   b) <u>Preserve the Monitoring System</u>. CLIENT acknowledges that the Monitoring System used to detect and record Recorded Events consists of valuable personal and intellectual property of OPTOTRAFFIC. CLIENT agrees to use its best efforts to safely use, protect and preserve the Monitoring System during the term of this Agreement, including, but not limited to, restricting movement of and access to the Monitoring System by anyone other than CLIENT and OPTOTRAFFIC personnel.
   c) <u>Use of the Traffic Monitoring System</u>. After installation, the CLIENT has the sole responsibility to use the traffic Monitoring System subject to equipment maintenance, the functions outlined in this Agreement as the responsibility of OPTOTRAFFIC and authorizes OPTOTRAFFIC to be its "Agent" as defined under Article 2 of Chapter 14 of Title 40 Section 1.1 of the Official Code of Georgia Annotated.
   d) <u>Maintain Daily Self-Test Log</u>. CLIENT will maintain through VioView™ a daily self-test log when applicable to record the Monitoring System's self-test results.
   e) <u>Designate Citation Approving Authorities</u>. CLIENT shall select and designate certain sworn officers or other duly authorized approving authorities ("Approving Authorities") who shall review Recorded Events, identify traffic violations, and lawfully authorize and issue citations for such identified violations using the VioView™ software and website. CLIENT has sole responsibility for ensuring that the designated approving authorities are duly and lawfully authorized to receive and view DOR records and issue citations for the pertinent traffic violations. OPTOTRAFFIC will assign those authorities a login-ID for accessing

VioView™ software and website. The parties agree that OPTOTRAFFIC shall not be the Approving Authority.

f) Safeguard Login Information. CLIENT will receive one (1) login-ID to VioView™ per Approving Authority. CLIENT acknowledges that VioView™ login-IDs allow full access to Recorded Event data, including but not limited to, information derived from DMV records, and allows the ability to authorize and issue citations. CLIENT shall be solely and exclusively responsible for safeguarding VioView™ login-IDs and ensuring that unauthorized individuals do not gain access to VioView™. OPTOTRAFFIC will also provide CLIENT one (1) VioView™ FTS login-ID for the exclusive use by individuals authorized by CLIENT to view citations and financial information. It shall be the CLIENT'S responsibility to safeguard the VioView™ FTS login-ID as issued. CLIENT will immediately notify OPTOTRAFFIC of any compromise or suspected compromise of any login-ID within its knowledge. Use of VioView™ FTS is governed by the terms of service posted on the VioView™ Website.

g) Collection of Citation Payments by Client. CLIENT shall not collect citation payments in any manner that is inconsistent with the provisions of this Agreement. CLIENT shall instruct individuals to either pay online or mail all such payments to the Lockbox Account described in Section 7.

3. **Credit Card Payment Processing**. OPTOTRAFFIC will provide the capability for individuals receiving citations to pay their citations by credit card at no additional charge to CLIENT. OPTOTRAFFIC will provide individuals receiving citations access to its website via the Internet to view and pay citations online. OPTOTRAFFIC is solely responsible for the functionality, security and maintenance of the payment system and will ensure that it conforms to all federal, local and state laws, rules and regulations, as well as any and all banking rules and regulations that pertain to all forms of credit card payment. Credit card processing costs will be paid by OPTOTRAFFIC; OPTOTRAFFIC is authorized to charge a reasonable credit card convenience fee to individuals who pay by credit card and such credit card convenience fees are not considered revenue under this Agreement and will be retained in full by OPTOTRAFFIC.

4. **System Ownership, Operation, Maintenance and Modifications**.

a) OPTOTRAFFIC does not convey any equipment or system to CLIENT. Equipment or system or any part of the equipment or system provided or used by OPTOTRAFFIC in connection with the provision of Services under this Agreement is and shall remain the exclusive property of OPTOTRAFFIC.

b) In the event OPTOTRAFFIC determines, in its sole discretion, that CLIENT is not utilizing all or any part of the Monitoring System in a sufficient manner, OPTOTRAFFIC may recall all or any of its Monitoring System and CLIENT agrees to make such recalled portion of the Monitoring System immediately available for retrieval by OPTOTRAFFIC.

c) Monitoring System or equipment replacement, repairs, upgrades or modifications which, in the reasonable opinion of OPTOTRAFFIC, are required as a result of neglect, misuse, theft or loss while in the CLIENT'S Possession, including without limitation a repair arising from or in connection with the use of software other than software provided by

OPTOTRAFFIC, shall be made at the sole expense of CLIENT. These costs will be limited to the actual cost of the repair or replacement of said system, along with labor costs at OPTOTRAFFIC'S then-current hourly rate, shipping, and travel expenses, as applicable. An estimate of these expenses shall be provided to the CLIENT within thirty (30) days from the execution of this agreement. CLIENT acknowledges that this is just an estimate of costs associated, and OPTOTRAFFIC may change costs at any time, without providing notice to CLIENT. Otherwise, all such Monitoring System or equipment replacement, repairs, upgrades or modifications shall be made at the sole expense of OPTOTRAFFIC.

d) Upgrades to OPTOTRAFFIC'S Systems and/or reinstallations and/or modifications of hardware or software which are requested in writing by the CLIENT but reasonably not deemed necessary or required for proper system operation by OPTOTRAFFIC, shall be made at the sole expense of CLIENT. This includes, but is not limited to, the actual cost of the upgrades, modification, or replacements of said system, hardware or software, along with shipping expenses, travel expenses if required, and labor costs at OPTOTRAFFIC'S then-current hourly rate. OPTOTRAFFIC must provide to the CLIENT a detailed accounting of these costs and expenses and the cost and expenses must be pre-approved by CLIENT in writing prior to OPTOTRAFFIC undertaking the upgrade(s).

5. **Training and Support**. Throughout the Term of this Agreement, OPTOTRAFFIC at no additional cost to CLIENT, agrees to provide training for using the Monitoring System and or VioView™ and or VioView™ FTS software and website. OPTOTRAFFIC will provide a reasonable number of reference manuals describing the features and operations for the Monitoring System, VioView™ and VioView™ FTS. OPTOTRAFFIC, at no additional cost to CLIENT, will issue upon request a signed certificate to CLIENT on completion of all training. OPTOTRAFFIC will endeavor to provide updates to VioView™ and VioView™ FTS software within a reasonable time after they become generally available; provided, however, that OPTOTRAFFIC has no obligation under this Agreement to update or modify its software in any way. Throughout the Term of this Agreement, reasonable technical assistance will be available by telephone at no charge to CLIENT during the hours of 8:00 a.m. to 5:00 p.m. (EST), Monday through Friday (with the exception of all state and nationally recognized holidays).
6. **OPTOTRAFFIC Fees**. In exchange for the Services described in this Agreement, CLIENT agrees to pay OPTOTRAFFIC the fees set forth on Schedule A. Fees will be calculated based on documentation and reports extracted from VioView™ FTS. CLIENT agrees that such documentation from VioView™ FTS is a fair and accurate basis for the calculation of the fees due under this Agreement and such documentation shall be relevant and material in any dispute between the parties with respect to fees due hereunder. OPTOTRAFFIC and CLIENT will have access to VioView™ FTS reports. OPTOTRAFFIC will use these reports to calculate fees due to OPTOTRAFFIC.
7. **Distribution of Funds**. As an administrative convenience to the CLIENT and to ensure accurate and complete tracking of program funds, OPTOTRAFFIC will establish, at no additional cost to the CLIENT, a bank account with lockbox service ("Lockbox Account") for the purpose of accepting deposits of violation payments, including credit card payments and returned check processing costs. CLIENT approved violations are uniquely identified and within the Lockbox Account, CLIENT

violation payments are also uniquely identified and reconciled on a weekly basis. Furthermore, on a monthly basis, on Friday, or the following business day in the event that Friday falls on a bank holiday, commencing the week following the first payment receipt, CLIENT expressly authorizes OPTOTRAFFIC to distribute to CLIENT funds deposited net of the Fees set forth in Schedule A, and distribute the remainder of the funds to OPTOTRAFFIC for services provided. OPTOTRAFFIC, at no additional cost to CLIENT, agrees to maintain such bank account for a minimum of 12 months after the date of termination of this Agreement.

8. **Confidentiality**. CLIENT and OPTOTRAFFIC agree not to disclose information related to performance of the Services under this Agreement to anyone except as required by law or by mutual agreement.

9. **Term, Commencement of Service, and Termination.**

   a) Term. This agreement shall start on the Effective Date and remain in effect for a period of three (3) years ("Initial Term"). On each anniversary date thereafter, this Agreement will automatically renew for a one-year period upon the same terms and conditions ("Renewal Term"). If either CLIENT or OPTOTRAFFIC elects not to renew, it must notify the other party in writing of its intention not to renew this Agreement at least ninety (90) days prior to any such anniversary date, in which case this Agreement shall terminate on such anniversary date.

   b) Commencement of Service. OPTOTRAFFIC and CLIENT shall make reasonable efforts to enable commencement of services as soon as practicable upon the Effective Date of this Agreement.

   c) Termination for Default. Either party shall be entitled to terminate this Agreement in the event of a failure by the other party to perform any of its material obligations under this Agreement if such breach is not cured within thirty (30) days after receipt of notice thereof from the non-defaulting party or within ten (10) days after receipt of such notice if such breach relates to the non-payment of Fees or other amounts owed hereunder or a breach by CLIENT which materially compromises the security of the Services or Confidential Information.

   d) Termination by CLIENT for Convenience. Notwithstanding subsection (a) above, CLIENT may terminate this Agreement for Convenience upon sixty (60) days prior written notice to OPTOTRAFFIC and declare the effective date of such termination. If the CLIENT terminates this Agreement for convenience at any time within the Initial Term, then CLIENT must pay OPTOTRAFFIC a fee in the amount of $1,500 per month per Monitoring System for each month that remains in the Initial Term. The parties shall reconcile amounts owed and/or to which each is entitled under this Agreement up to the date of termination of this Agreement and any subsequent Initial or Renewal Term runout, if applicable.

   e) Effect of Termination. In the event of any termination of this Agreement, CLIENT will suspend operations of the Monitoring System and return to OPTOTRAFFIC such Monitoring System upon providing or receiving a notice of termination. CLIENT will return to OPTOTRAFFIC within thirty (30) working days of the termination date all manuals, documentation and all other property and materials of OPTOTRAFFIC provided to CLIENT hereunder. Upon the return of all such property and materials to OPTOTRAFFIC, and providing that there are no outstanding invoices, OPTOTRAFFIC will provide CLIENT with all of the Event Records, defined in Section 18 below, pertaining to CLIENT in OPTOTRAFFIC'S possession, such Event Records to be provided to CLIENT in Portable Document Format, at no cost to CLIENT. OPTOTRAFFIC and CLIENT for a minimum of 12 months after the termination date will continue the collection and distribution of revenue in accordance to this Agreement. Furthermore, for a minimum of 12 months OPTOTRAFFIC may continue to operate with any third party with whom the CLIENT contracts to provide debt collections services in connection with their collection efforts relating to any citations.

f) <u>Suspension of Monitoring Operations</u>. The CLIENT and OPTOTRAFFIC reserve the right to suspend immediately any and all traffic monitoring operations if continuation of such operations creates an unsafe condition. Upon notification from OPTOTRAFFIC or the CLIENT, in writing, OPTOTRAFFIC and CLIENT will suspend such operations until the parties agree to and resolve the condition(s) that led to the suspension. OPTOTRAFFIC shall be obligated to continue the processing of Recorded Events prior to the notice of suspension or termination of monitoring operations, and receive payment for, all citations issued based upon such Recorded Events.

g) <u>Survival of Certain Terms</u>. The provisions of Sections 6, 8, 12, and 16 shall survive any suspension or revocation or termination of this Agreement. No termination of this Agreement by either party for any reason shall serve to cancel, waive or otherwise affect any fees due to OPTOTRAFFIC or CLIENT hereunder resulting from Recorded Events having accrued on or before the effective date of any such termination.

10. Representations and Warranties.

a) CLIENT represents and warrants that:

    i. CLIENT is a tax-exempt entity under the rules of the Internal Revenue Service and will provide OPTOTRAFFIC with a copy of its tax exempt status upon request;

    ii. CLIENT will comply with all applicable laws, rules and regulations in the use of the Services and in the performance of its obligations under and in connection with this Agreement, including, but not limited to, the receipt and use of DOR information and the authorization and issuance of citations.

b) OPTOTRAFFIC represents and warrants that it will perform the Services with care, skill, and diligence, in a commercially reasonable and professional manner, and shall be responsible for the professional quality and technical accuracy of the Services furnished under this Agreement. OPTOTRAFFIC shall comply with all applicable laws, rules and regulations fulfilling OPTOTRAFFIC'S obligations under this Agreement.

c) OPTOTRAFFIC owns and has the right to use, and make available for use by CLIENT, ***VioView™***, ***VioView™*** **FTS** and any similar software for the purposes of providing Services under this Agreement, and that such use will not violate or infringe upon the title or rights of use of such software by others.

d) **<u>No other Warranties</u>. EXCEPT AS EXPRESSLY PROVIDED ABOVE, OPTOTRAFFIC MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY**

WARRANTY CONCERNING MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR ANY WARRANTY REGARDING THE PRODUCTIVITY OF THE SYSTEM OF OPTOTRAFFIC.

11. **Insurance and Limitation of Liability.** OPTOTRAFFIC shall purchase and maintain during the entire term of this Agreement, comprehensive general liability insurance and workers' compensation insurance with limits of not less than those set forth below.
    a) Comprehensive General Liability Insurance. Personal injury liability insurance with a limit of $1,000,000 each occurrence/$2,000,000 aggregate; Property damage liability insurance with limits of $500,000 each occurrence/$1,000,000 aggregate. All insurance shall include completed operations and contractual liability coverage.
    b) Automobile Liability Coverage. Automobile fleet insurance $1,000,000 for each occurrence/aggregate; property damage $500,000 for each occurrence/aggregate.
    c) Workers' Compensation Insurance. OPTOTRAFFIC shall comply with the requirements and benefits established by the State of Georgia for the provision of Workers' Compensation Insurance. OPTOTRAFFIC shall provide workers' compensation insurance meeting the statutory limits for Georgia and Employers' Liability limits of $500,000. All corporations are required to provide Workers' Compensation Certificates of Insurance.

OPTOTRAFFIC covenants to maintain insurance, in these amounts, which will insure all activities undertaken by OPTOTRAFFIC on behalf of the CLIENT under this Agreement. OPTOTRAFFIC shall provide to the CLIENT not less than 30 days prior written notice of any cancellation, reduction or other material change in the insurance provided under this Paragraph 11. CLIENT shall be named as a certificate holder and additional insured on the insurance maintained pursuant to Paragraphs 11.a) and 11.b). Upon commencement of this Agreement, and thereafter as requested by CLIENT, OPTOTRAFFIC shall provide CLIENT with a certificate or certificates evidencing the coverages required by this Paragraph 11.

OPTOTRAFFIC'S MAXIMUM CUMULATIVE LIBILITY TO CLIENT, IN EXCESS OF INSURANCE COVERAGE PROVIDED UNDER THIS PARAGRAPH 11, ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT WILL NOT EXCEED THE AMOUNT OF THE TOTAL FEES PAID TO OPTOTRAFFIC BY CLIENT HEREUNDER.

12. **Indemnification**. OPTOTRAFFIC shall hold CLIENT harmless from any liability arising from OPTOTRAFFIC'S performance of this Agreement and CLIENT shall hold OPTOTRAFFIC harmless from any liability arising from CLIENT'S performance of this Agreement. This paragraph does not affect the obligations of CLIENT under Distribution of Funds in Paragraph 7.
13. **Compliance with Laws.** OPTOTRAFFIC and CLIENT each agree to comply with all applicable laws governing this Agreement and the performance of its terms, including laws governing the confidentiality of information. OPTOTRAFFIC and CLIENT further agree that, unless authorized by CLIENT, the information provided by CLIENT and/or the DOR, including the names and addresses and associated information of persons and entities that have received a citations, shall remain confidential except as required by law, and shall not be sold or shared with any other non-party, company or entity for any purpose, including but not limited to marketing, sales, and/or solicitations.

14. **Force Majeure**. OPTOTRAFFIC shall not be liable for any delays or failures in the system of OPTOTRAFFIC or otherwise in the performance of the Services, which delays, or failures are directly or indirectly caused by vandalism, flood, storm, lightning, earthquake, tornado, other Acts of God, or war, riot, sabotage, strike, utility outage or other factors or circumstances beyond OPTOTRAFFIC'S reasonable control.
15. **Independent Contractors**. With respect to each other, OPTOTRAFFIC and CLIENT are independent contractors, and neither party, nor their respective officers, agents, employees, shall be deemed to be employees by the other party for any purpose. Further, OPTOTRAFFIC and CLIENT shall not be deemed to be partners, agents, joint ventures, or anything other than independent contractors.
16. **Governing Law**. This Agreement and the rights and obligations of the parties and their successors and assigns hereunder shall be interpreted, construed, and enforced in accordance with the laws of the State of Georgia without regard to its choice and/or conflict of laws provisions. Any legal action resulting from, arising under, out of or in connection with, directly or indirectly, this Agreement shall be commenced exclusively in the state or federal courts in the State of Georgia. All parties to this Agreement hereby submit themselves to the jurisdiction of any such court and agree that service of process on them in any such action, suit or proceeding may be affected by the means by which notices are to be given under this Agreement. In the event of litigation by a party hereto to enforce its rights hereunder, the prevailing party shall be entitled to recover its reasonable attorney's fees, costs and disbursements.
17. **Notices**. All notices, requests, demands and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given if delivered by hand or mailed, express, certified or registered mail, return receipt requested, with postage prepaid, or sent priority next day delivery by a nationally recognized overnight courier service that regularly maintains records of items picked up and delivered to the parties at the addresses first set forth above or to such other person or address as a party shall notify the other in writing. Notices delivered personal shall be deemed communicated as of the date of actual receipt, mailed notices shall be deemed communicated as of the date three (3) business days after mailing, and notices sent by courier shall be deemed communicated as of the date two (2) business days after pick-up.
18. **Retention of Records by OPTOTRAFFIC**. OPTOTRAFFIC will store recorded images associated with issued citations and related citation information ("Event Records") developed for CLIENT in the course of providing Services under this Agreement in accordance with the following rules:
    a) OPTOTRAFFIC will store Event Records for a minimum of 24 months from the Event date.
    b) OPTOTRAFFIC will store Event Records for paid citations in Portable Document Format (PDF).
    c) After 24 months from the Recorded Event date, OPTOTRAFFIC will delete Event Records.

    In the event that CLIENT desires to retain any such Event Records beyond 24 months, OPTOTRAFFIC will provide CLIENT with such Event Records in OPTOTRAFFIC'S possession, provided that OPTOTRAFFIC receives at least thirty (30) days prior written notice. OPTOTRAFFIC will provide such Event Records to CLIENT and CLIENT will compensate OPTOTRAFFIC for, materials, shipping expenses, travel expenses if required, and labor costs at OPTOTRAFFIC'S then-current hourly rate.

OPTOTRAFFIC is neither a government agency nor a private entity to which an agency has transferred public records for storage, nor a custodian of a 'public record' as defined in OCGA Section 50-18-70, *et seq.* and 50-18-91; and is not an authorized entity that has physical custody or control of a public record. CLIENT has not hired OPTOTRAFFIC, nor does OPTOTRAFFIC serve, in any capacity as a custodian of CLIENTS' records, including but not limited to any records identified herein including those in Section 18.

19. **Entire Agreement**. This Agreement contains the entire agreement between the parties as to the subject matter herein and supersedes and replaces all prior contemporaneous agreements, oral and written, between the parties hereto. This Agreement may be modified only by a written instrument signed by both parties.
20. **Counterparts**. This Agreement may be executed in counterparts of each which shall be deemed an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of a manually executed counterpart of this Agreement.

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have affixed their signatures below:

OPTOTRAFFIC, LLC	**THE CITY OF HAPEVILLE, GA**
BY: ________________	By: ________________
Name: Thomas Bouchard	Name: Alan Hallman
Title: Chief Executive Officer	Title: Mayor
Date: August 26, 2019	Date: August 20, 2019

SCHEDULE A
TO THE SERVICE AGREEMENT BY AND BETWEEN
THE CITY OF HAPEVILLE, GEORGIA
AND
OPTOTRAFFIC, LLC

1. **Service Location**: School zone enforcement locations as directed by CLIENT.

2. **Fee due to OPTOTRAFFIC**: For the provisioning, deployment, maintenance & service of each Monitoring System, along with our full suite of back office processing services such as printing, mailing, web and lockbox payment processing, court docket preparation and adjudication, registration holds, call center etc. CLIENT shall pay OPTOTRAFFIC:

   $25.00 Fixed Fee per Paid Citation

3. **Fee due to Optotraffic**: For processing and administrative support, data transfer etc. involved with a 3rd party Collection Agency program for unpaid citations, CLIENT shall pay OPTOTRAFFIC:

   $10.00 Fixed Fee per Citation Paid through a Collection Agency

TERMS SHEET COMPARISON SUMMARY - FY2023-2024 - TWO (2) VEHICLES FOR FIRE DEPARTMENT TWO (2) VEHICLES FOR SOLID WASTE DEPARTMENT			
Staff Recommendation			
1. Regions Equipment Finance Corporation	**2. Truist Financing Corporation / GMA**	**3. Magnolia Bank / GMA**	**4. Cadence Equipment Finance**
FIRE DEPT AMOUNT: $102,544.00	**FIRE DEPT AMOUNT: $102,544.00**	**FIRE DEPT AMOUNT: $102,544.00**	**FIRE DEPT AMOUNT: $102,544.00**
SOLID WASTE DEPT AMOUNT: $435,622.00	**SOLID WASTE DEPT AMOUNT: $435,622.00**	**SOLID WASTE DEPT AMOUNT: $435,622.00**	**SOLID WASTE DEPT AMOUNT: $435,622.00**
TERM:	**TERM:**	**TERM:**	**TERM:**
Option A: Four (4) Years	Option A: Four (4) Years	Option A: Four (4) Years	Option A: Four (4) Years
Option B: Five (5) Years	Option B: Five (5) Years	Option B: Five (5) Years	Option B: Five (5) Years
Option C: Six (6) Years	Option C: Six (6) Years	Option C: Six (6) Years	Option C: Six (6) Years
INTEREST RATE:	**INTEREST RATE:**	**INTEREST RATE:**	**INTEREST RATE:**
Option A: 4.67% (4 Years - 48 Month Rate)	Option A: 5.917% (4 Years - 48 Month Rate)	Option A: 5.307% (4 Years - 48 Month Rate)	Option A: 5.78% (4 Years - 48 Month Rate)
Option B: 4.60% (5 Years - 60 Month Rate)	Option B: 6.01% (5 Years - 60 Month Rate)	Option B: 5.35% (5 Years - 60 Month Rate)	Option B: 5.78% (5 Years - 60 Month Rate)
Option C: 4.57% (6 Years - 72 Month Rate)	Option C: 6.167% (6 Years - 72 Month Rate)	Option C: 5.307% (6 Years - 72 Month Rate)	Option C: 5.78% (6 Years - 72 Month Rate)
PAYMENTS:	**PAYMENTS:**	**PAYMENTS:**	**PAYMENTS:**
Semi-Annually	Monthly	Annually	Annually
RATES CONDITIONS:	**RATES CONDITIONS:**	**RATES CONDITIONS:**	**RATES CONDITIONS:**
Rate Expiration Date: April 15, 2024	Rate Expiration Date: April 29, 2024	Rate Expiration Date: 45 days from acceptance	Rate Expiration Date: April 19, 2024
Lease Closes by: June 16, 2024	Lease Closes by: Not Stated	Lease Closes by: Not Stated	Lease Closes by: Not Stated
PREPAYMENT PENALTY:	**PREPAYMENT PENALTY:**	**PREPAYMENT PENALTY:**	**PREPAYMENT PENALTY:**
N/A	N/A	N/A	N/A
FEES:	**FEES:**		
	$1,000.00		

REGIONS
EQUIPMENT FINANCE CORPORATION

March 14th, 2024

City of Hapeville, Georgia
3468 North Fulton Avenue
Hapeville, Georgia, 30354

Reference: REQUEST FOR PROPOSAL 02/20/24 - $102,544.00

Regions Equipment Finance Corporation (the "Lessor") is pleased to furnish this Term Sheet (this "Term Sheet") to **City of Hapeville, Georgia** (the "Lessee") for a not-to-exceed amount of $101,456.00. This Term Sheet contains an outline of suggested terms only, and it does not represent a commitment by the Lessor or create any obligation whatsoever on the Lessor's part. It is for discussion purposes only, and the outlined terms have not received final approval by the appropriate lending authorities within Regions Equipment Finance Corporation.

Lessee:	City of Hapeville, Georgia
Lessor:	Regions Equipment Finance Corporation
Role of Lessor:	The Lessor and its representatives are not registered municipal advisors and do not provide advice to municipal entities or obligated persons with respect to municipal financial products or the issuance of municipal securities (including regarding the structure, timing, terms and similar matters concerning municipal financial products or municipal securities issuances) or engage in the solicitation of municipal entities or obligated persons for the provision by non-affiliated persons of municipal advisory services and/or investment advisory services. With respect to this Term Sheet and any other information, materials or communications provided by the Lessor: (a) the Lessor and its representatives are not recommending an action to any municipal entity or obligated person; (b) the Lessor and its representatives are not acting as an advisor to any municipal entity or obligated person and do not owe a fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to any municipal entity or obligated person with respect to this Term Sheet, information, materials or communications; (c) the Lessor and its representatives are acting for their own interests; and (d) the Issuer and the Lessee have been informed that the Issuer and the Lessee should discuss this Term Sheet and any such other information, materials or communications with any and all internal and external advisors and experts that the Issuer and the Lessee, respectively, deem appropriate before acting on this Term Sheet or any such other information, materials or communications.
Privately Negotiated Lease:	The Lessee acknowledges and agrees that the Lessor is entering into a lease-purchase agreement in evidence of a privately negotiated Lease and in that connection the lease-purchase agreement shall not be (i) assigned a separate rating by any municipal securities rating agency, (ii) registered with The Depository Trust Company or any other securities depository, (iii) issued pursuant to any type of offering document or official statement or (iv) assigned a CUSIP number by Standard & Poor's CUSIP Service.
Purpose:	Procure Leased Property described per the City of Hapeville, GA request dated February 20th, 2024 (collectively, the "Project").

Lease Amount: Up to and including $102,544.00. Funds to be deposited into an Acquisition Fund (the "Fund") at Regions. Any draws from the Fund will be made when conditions satisfactory to Lessor have been met (copies of invoices/proof of purchase, title applications with Lessor as lien holder, MSO's, insurance, etc.). All funds must be drawn from the Fund within Eighteen (18) months from the Lease Start Date, any remaining funds will be applied to paydown the Lease. Any investment earnings will be applied as a credit against lease payments or at the option of the City, be used to defray the cost of the Leased Property.

Structure: Bank or Non-Bank Qualified Tax-Exempt Lease Purchase evidenced by a Lease Purchase Agreement (the "Debt Instrument"). Mutually agreeable Lease Documents (the "Lease Documents") will be prepared by Regions.

Interest Rate: **Option A:** Tax-Exempt, Bank Qualified Lease.

48 Month Rate – **4.67%**
60 Month Rate – **4.60%**
72 Month Rate - **4.57%**

Option B: Tax-Exempt, Non-Bank Qualified Lease.

48 Month Rate – **4.85%**
60 Month Rate - **4.78%**
72 Month Rate - **4.75%**

The Lease will bear interest at a fixed rate per annum until Maturity. These rates are available if the Term Sheet is approved by Lessee on or before April 15th, 2024 and the Lease closes by June 16th, 2024.

Default Rate: The interest rate otherwise applicable to the Debt Instrument plus 3%.

Repayment: Lease Payments will be payable annually in arrears (calculated on the basis of a 30 day month and a 360 day year). The lease payment schedule assumes $102,544.00 of principal.

Insurance: Lessee will be responsible to purchase and maintain liability insurance coverage equal to $1,000,000.00 naming Lessor as Additional Insured and physical damage insurance coverage with a deductible of no more than $5,000.00 naming Lessor as Loss Payee. Lessee will furnish satisfactory evidence of such insurance prior to funding (from Escrow account). Lessee may self-insure against any and all risks and will furnish a certificate evidencing such insurance to the Lessor.

Security:	Uniform Commercial Code-1 Financing Statement (the "UCC Filing") evidencing a first lien on the equipment and on all additions, attachments and accessions (the "Equipment") and any related escrow fund. The Lease Documents will be subject to appropriation of funds on an annual basis, and the Equipment will be subject to approval by the Lessor in a timely manner. The Lessee will certify as to the essential use nature of the Equipment. If during the term of the Lease Documents, sufficient funds are not appropriated to make rental payments for the following fiscal year, the Lease Documents shall terminate and the Lessee shall deliver possession and title of the Equipment under the Lease Documents to the Lessor. If the Lessee fails to deliver possession and title of the Equipment to the Lessor upon termination of the Lease Documents by reason of a non-appropriation, the termination shall nevertheless be effective, but the Lessee shall be responsible for the payment of damages in an amount equal to the portion of Lease Documents rental payments thereafter coming due and for any other loss suffered by the Lessor as a result of the Lessee's failure to deliver possession of the Equipment.
Representations and Warranties:	Usual and customary for this type of financing.
Covenants:	The Lessee shall deliver to the Lessor, in form and substance satisfactory to the Lessor audited financial statements within 270 days after the end of the each of the Lessee's fiscal years.
Defaults:	Usual and customary for this type of financing.
Remedies:	The Lessor shall have all of the rights and remedies set forth in the Lease Documents, and available at law and in equity, for the enforcement thereof.
Legal Opinions:	As an additional condition precedent to the Lessor making the Lease, the Lessee shall provide, among other things, the following opinions to the Lessor: An opinion of bond counsel in form and substance satisfactory to the Lessor and its counsel in all respects, which shall include opinions to the effect that (a) the Lessee has the authority under the laws of the State of Georgia to issue the Debt Instrument and execute and deliver the Lease Documents, (b) that the Debt Instrument has been duly issued and each of the Debt Instrument and the other Lease Documents to which the Lessee is a party has been duly authorized, executed and delivered by the Lessee, (c) that each of the Debt Instrument and the other Lease Documents to which the Lessee is a party is a valid and binding obligation of the Lessee, duly enforceable in accordance with its terms, (d) that interest on the Debt Instrument is (i) excludable from gross income of the holders thereof for federal income tax purposes and (ii) is exempt from present income taxation in the State of Georgia.

Transfer Provisions:	The Lessor shall maintain the right to transfer and/or assign, in whole or in part, its rights hereunder, the Debt Instrument and/or the Lease, or, in either case, any interest therein, to any person or entity in its sole and absolute discretion. The Lessee may not assign its rights hereunder or under any of the Lease Documents to any person without the prior written consent of the Lessor.
Disclaimer:	This Term Sheet describes some of the basic terms and conditions proposed to be included in the documents between the Lessor and the Lessee. This Term Sheet does not purport to summarize all the conditions, covenants, representations, warranties, assignments, events of default, cross default, acceleration events, remedies or other provisions that may be contained in documents required to consummate this financing.
Net Lease:	The Lease will be a "net lease" with Lessee responsible for all expenses, including (a) maintenance costs, liability and physical damage insurance satisfactory to Lessor and (b) taxes relating to the purchase, lease, possession and use of the Equipment (some of which may be added to the cost of the Equipment or collected as the gross rentals as appropriate under state law), excluding taxes based solely on the net income of Lessor. Lessor is not responsible for the selection, suitability or performance of the Equipment and Lessee will be responsible for all payments and performance irrespective of any defect in the Equipment.
US Patriot Act:	The Lessee represents and warrants to the Lessor that neither it nor any of its principals, shareholders, members, partners, or Affiliates, as applicable, is a Person named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of any such person. The Lessee further represents and warrants to the Lessor that the Lessee and its principals, shareholders, members, partners, or Affiliates, as applicable, are not directly or indirectly, engaged in, nor facilitating, the transactions contemplated by this transaction on behalf of any Person named as a Specially Designated National and Blocked Person.
Confidentiality:	The Lessee acknowledges and agrees that this Term Sheet and the information set forth herein is confidential and proprietary, and further agrees to keep this Term Sheet and the information set forth herein CONFIDENTIAL. The Lessee shall not disclose this Term Sheet or any of its material terms to anyone, without the prior written consent of the Lessor in each instance, except as such disclosure is required by law or regulation or as a result of any legal or administrative procedure.
Governing Law:	State of Georgia

REGIONS
EQUIPMENT FINANCE
CORPORATION

Thank you for providing the Lessor with this opportunity to be involved in a financial partnership with the Lessee. The Lessor is willing to discuss the terms reflected herein through June 16th, 2024. After such date, terms, conditions and pricing may change based on prevailing market conditions and further discussion will be at Lessor's sole discretion. We are grateful for your consideration and remain available to promptly respond to any questions that you may have regarding this document. We look forward to hearing from you.

REGIONS EQUIPMENT FINANCE CORPORATION

By: William F. Koss II – Senior Vice President
Regions Equipment Finance Corporation
1180 West Peachtree Street NW Suite 1000
Atlanta, Georgia 30309

CC: Preston Etheridge– Commercial Banking Relationship Manager
preston.etheridge@regions.com

Internal Use

REGIONS
EQUIPMENT FINANCE CORPORATION

EXHIBIT A

In the event Lessee requests Lessor to move forward with the approval process after discussion of the aforementioned terms and conditions contained in the Term Sheet.

ACCEPTANCE:

Lessee does hereby agree to all provisions contained in Exhibit A.

Lessee Signature:

By: ______________________

Name: ______________________

Title: ______________________

REGIONS
EQUIPMENT FINANCE
CORPORATION

March 14th, 2024

City of Hapeville, Georgia
3468 North Fulton Avenue
Hapeville, Georgia, 30354

Reference: REQUEST FOR PROPOSAL 03/07/24 - $435,622.00

Regions Equipment Finance Corporation (the "Lessor") is pleased to furnish this Term Sheet (this "Term Sheet") to **City of Hapeville, Georgia** (the "Lessee") for a not-to-exceed amount of $435,622.00. This Term Sheet contains an outline of suggested terms only, and it does not represent a commitment by the Lessor or create any obligation whatsoever on the Lessor's part. It is for discussion purposes only, and the outlined terms have not received final approval by the appropriate lending authorities within Regions Equipment Finance Corporation.

Lessee:	City of Hapeville, Georgia
Lessor:	Regions Equipment Finance Corporation
Role of Lessor:	The Lessor and its representatives are not registered municipal advisors and do not provide advice to municipal entities or obligated persons with respect to municipal financial products or the issuance of municipal securities (including regarding the structure, timing, terms and similar matters concerning municipal financial products or municipal securities issuances) or engage in the solicitation of municipal entities or obligated persons for the provision by non-affiliated persons of municipal advisory services and/or investment advisory services. With respect to this Term Sheet and any other information, materials or communications provided by the Lessor: (a) the Lessor and its representatives are not recommending an action to any municipal entity or obligated person; (b) the Lessor and its representatives are not acting as an advisor to any municipal entity or obligated person and do not owe a fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to any municipal entity or obligated person with respect to this Term Sheet, information, materials or communications; (c) the Lessor and its representatives are acting for their own interests; and (d) the Issuer and the Lessee have been informed that the Issuer and the Lessee should discuss this Term Sheet and any such other information, materials or communications with any and all internal and external advisors and experts that the Issuer and the Lessee, respectively, deem appropriate before acting on this Term Sheet or any such other information, materials or communications.
Privately Negotiated Lease:	The Lessee acknowledges and agrees that the Lessor is entering into a lease-purchase agreement in evidence of a privately negotiated Lease and in that connection the lease-purchase agreement shall not be (i) assigned a separate rating by any municipal securities rating agency, (ii) registered with The Depository Trust Company or any other securities depository, (iii) issued pursuant to any type of offering document or official statement or (iv) assigned a CUSIP number by Standard & Poor's CUSIP Service.
Purpose:	Procure Leased Property described per the City of Hapeville, GA request dated March 7th, 2024 (collectively, the "Project").

Lease Amount: Up to and including $435,622.00. Funds to be deposited into an Acquisition Fund (the "Fund") at Regions. Any draws from the Fund will be made when conditions satisfactory to Lessor have been met (copies of invoices/proof of purchase, title applications with Lessor as lien holder, MSO's, insurance, etc.). All funds must be drawn from the Fund within Eighteen (18) months from the Lease Start Date, any remaining funds will be applied to paydown the Lease. Any investment earnings will be applied as a credit against lease payments or at the option of the City, be used to defray the cost of the Leased Property.

Structure: Bank or Non-Bank Qualified Tax-Exempt Lease Purchase evidenced by a Lease Purchase Agreement (the "Debt Instrument"). Mutually agreeable Lease Documents (the "Lease Documents") will be prepared by Regions.

Interest Rate: **Option A:** Tax-Exempt, Bank Qualified Lease.

48 Month Rate – **4.67%**
60 Month Rate – **4.60%**
72 Month Rate - **4.57%**

Option B: Tax-Exempt, Non-Bank Qualified Lease.

48 Month Rate – **4.85%**
60 Month Rate - **4.78%**
72 Month Rate - **4.75%**

The Lease will bear interest at a fixed rate per annum until Maturity. These rates are available if the Term Sheet is approved by Lessee on or before April 15th, 2024 and the Lease closes by June 16th, 2024.

Default Rate: The interest rate otherwise applicable to the Debt Instrument plus 3%.

Repayment: Lease Payments will be payable annually in arrears (calculated on the basis of a 30 day month and a 360 day year). The lease payment schedule assumes $435,622.00 of principal.

Insurance: Lessee will be responsible to purchase and maintain liability insurance coverage equal to $1,000,000.00 naming Lessor as Additional Insured and physical damage insurance coverage with a deductible of no more than $5,000.00 naming Lessor as Loss Payee. Lessee will furnish satisfactory evidence of such insurance prior to funding (from Escrow account). Lessee may self-insure against any and all risks and will furnish a certificate evidencing such insurance to the Lessor.

Security:	Uniform Commercial Code-1 Financing Statement (the "UCC Filing") evidencing a first lien on the equipment and on all additions, attachments and accessions (the "Equipment") and any related escrow fund. The Lease Documents will be subject to appropriation of funds on an annual basis, and the Equipment will be subject to approval by the Lessor in a timely manner. The Lessee will certify as to the essential use nature of the Equipment. If during the term of the Lease Documents, sufficient funds are not appropriated to make rental payments for the following fiscal year, the Lease Documents shall terminate and the Lessee shall deliver possession and title of the Equipment under the Lease Documents to the Lessor. If the Lessee fails to deliver possession and title of the Equipment to the Lessor upon termination of the Lease Documents by reason of a non-appropriation, the termination shall nevertheless be effective, but the Lessee shall be responsible for the payment of damages in an amount equal to the portion of Lease Documents rental payments thereafter coming due and for any other loss suffered by the Lessor as a result of the Lessee's failure to deliver possession of the Equipment.
Representations and Warranties:	Usual and customary for this type of financing.
Covenants:	The Lessee shall deliver to the Lessor, in form and substance satisfactory to the Lessor audited financial statements within 270 days after the end of the each of the Lessee's fiscal years.
Defaults:	Usual and customary for this type of financing.
Remedies:	The Lessor shall have all of the rights and remedies set forth in the Lease Documents, and available at law and in equity, for the enforcement thereof.
Legal Opinions:	As an additional condition precedent to the Lessor making the Lease, the Lessee shall provide, among other things, the following opinions to the Lessor: An opinion of bond counsel in form and substance satisfactory to the Lessor and its counsel in all respects, which shall include opinions to the effect that (a) the Lessee has the authority under the laws of the State of Georgia to issue the Debt Instrument and execute and deliver the Lease Documents, (b) that the Debt Instrument has been duly issued and each of the Debt Instrument and the other Lease Documents to which the Lessee is a party has been duly authorized, executed and delivered by the Lessee, (c) that each of the Debt Instrument and the other Lease Documents to which the Lessee is a party is a valid and binding obligation of the Lessee, duly enforceable in accordance with its terms, (d) that interest on the Debt Instrument is (i) excludable from gross income of the holders thereof for federal income tax purposes and (ii) is exempt from present income taxation in the State of Georgia.

Transfer Provisions: The Lessor shall maintain the right to transfer and/or assign, in whole or in part, its rights hereunder, the Debt Instrument and/or the Lease, or, in either case, any interest therein, to any person or entity in its sole and absolute discretion. The Lessee may not assign its rights hereunder or under any of the Lease Documents to any person without the prior written consent of the Lessor.

Disclaimer: This Term Sheet describes some of the basic terms and conditions proposed to be included in the documents between the Lessor and the Lessee. This Term Sheet does not purport to summarize all the conditions, covenants, representations, warranties, assignments, events of default, cross default, acceleration events, remedies or other provisions that may be contained in documents required to consummate this financing.

Net Lease: The Lease will be a "net lease" with Lessee responsible for all expenses, including (a) maintenance costs, liability and physical damage insurance satisfactory to Lessor and (b) taxes relating to the purchase, lease, possession and use of the Equipment (some of which may be added to the cost of the Equipment or collected as the gross rentals as appropriate under state law), excluding taxes based solely on the net income of Lessor. Lessor is not responsible for the selection, suitability or performance of the Equipment and Lessee will be responsible for all payments and performance irrespective of any defect in the Equipment.

US Patriot Act: The Lessee represents and warrants to the Lessor that neither it nor any of its principals, shareholders, members, partners, or Affiliates, as applicable, is a Person named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of any such person. The Lessee further represents and warrants to the Lessor that the Lessee and its principals, shareholders, members, partners, or Affiliates, as applicable, are not directly or indirectly, engaged in, nor facilitating, the transactions contemplated by this transaction on behalf of any Person named as a Specially Designated National and Blocked Person.

Confidentiality: The Lessee acknowledges and agrees that this Term Sheet and the information set forth herein is confidential and proprietary, and further agrees to keep this Term Sheet and the information set forth herein CONFIDENTIAL. The Lessee shall not disclose this Term Sheet or any of its material terms to anyone, without the prior written consent of the Lessor in each instance, except as such disclosure is required by law or regulation or as a result of any legal or administrative procedure.

Governing Law: State of Georgia

REGIONS
EQUIPMENT FINANCE
CORPORATION

Thank you for providing the Lessor with this opportunity to be involved in a financial partnership with the Lessee. The Lessor is willing to discuss the terms reflected herein through June 16th , 2024. After such date, terms, conditions and pricing may change based on prevailing market conditions and further discussion will be at Lessor's sole discretion. We are grateful for your consideration and remain available to promptly respond to any questions that you may have regarding this document. We look forward to hearing from you.

REGIONS EQUIPMENT FINANCE CORPORATION

By: William F. Koss II – Senior Vice President
Regions Equipment Finance Corporation
1180 West Peachtree Street NW Suite 1000
Atlanta, Georgia 30309

CC: Preston Etheridge– Commercial Banking Relationship Manager
preston.etheridge@regions.com

EXHIBIT A

In the event Lessee requests Lessor to move forward with the approval process after discussion of the aforementioned terms and conditions contained in the Term Sheet.

ACCEPTANCE:

Lessee does hereby agree to all provisions contained in Exhibit A.

Lessee Signature:

By: ______________________________

Name: ______________________________

Title: ______________________________

TRUIST

March 15, 2024

3468 North Fulton Avenue
Hapeville, Georgia 30354
Hapeville City Hall
404-669-8269

Attention: Randy Brewer

Re: Commitment for City of Hapeville $101,000.00 Tax-Exempt Term Loan – Vehicles for Fire Department

Dear Randy Brewer:

Truist Bank ("Bank"), on behalf of itself and its designated affiliate, Truist Commercial Equity, Inc. ("Lender"), is pleased to provide its commitment to City of Hapeville ("Borrower") for a tax-exempt loan *term loan of up to six years* in the principal amount of up to $101,000.00 ("Loan") described in the summary of terms and conditions set forth on the Term Sheet attached hereto as Exhibit A ("Term Sheet"), subject to the terms and conditions set forth in this letter and in the Term Sheet (collectively, "Commitment Letter").

The commitment hereunder is based upon the financial and other information regarding the Borrower previously provided to us. Accordingly, the commitment hereunder is subject to the satisfaction of each of the following conditions precedent in a manner acceptable to us in our sole discretion:

(i) each of the terms and conditions set forth herein and in the Term Sheet;

(ii) the absence of a material breach of any representation, warranty or agreement of the Borrower set forth herein;

(iii) no change, occurrence or development shall have occurred between the date hereof and the closing date that would likely, in the Bank's or Lender's reasonable opinion, have a material adverse effect on the business, assets, liabilities (actual or contingent), operations, condition (financial or otherwise) or prospects of the Borrower;

(iv) the absence of a material adverse change in the business, condition (financial or otherwise), results of operations, properties or prospects of Borrower and/or its subsidiaries (if any) and/or of any Guarantor(s) as reflected in its financial statements June 30, 2023 [presented to Lender];

(v) the completion, to our satisfaction, of all legal, tax, business and other due diligence with respect to the business, assets, liabilities, operations, condition (financial or otherwise) and prospects of the Borrower in scope and determination satisfactory to the Bank in its sole discretion;

(vi) the negotiation, execution and delivery of definitive documentation for the Loan consistent with the Term Sheet and otherwise satisfactory to the Bank and Lender; and

(vii) such other terms and conditions as set forth in the definition documentation for the Loan.

The Borrower agrees to indemnify and hold harmless the Bank, the Lender and their respective affiliates (each an "Indemnitee") from and against any and all claims, damages, liabilities and expenses which may be incurred by or asserted against any Indemnitee in connection with any proceeding arising out of this commitment or Borrower's use of the proceeds of the Loan except to the extent such claims, damages, liabilities and expenses of an Indemnitee are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee.

This Commitment Letter and the Term Sheet do not summarize all of the terms, conditions, covenants, representations, warranties and other provisions which will be contained in the definitive credit documentation for the Loan and the transactions contemplated thereby. The Bank and Lender shall have the right to require that such credit documentation include, in addition to the provisions outlined herein and in the Term Sheet, provisions not inconsistent with the Term Sheet considered appropriate by the Bank and Lender for this type of financing

transaction

The commitment to provide the Loan shall terminate on April 1st, 2024 ("Termination Date"), unless this Commitment Letter is accepted by the Borrower in writing and delivered to the Bank prior to such time. Following acceptance by you, the commitment with respect to the Loan shall expire on April 29th, 2024 unless the Loan is closed by such time.

By executing this Commitment Letter, you agree to (i) pay the reasonable fees, disbursements and other charges of legal counsel to the Bank and Lender in connection with the negotiation and documentation of the Loan, and (ii) pay or reimburse the Bank and the Lender for all reasonable fees and expenses, in each case incurred before or after the date hereof, in connection with the Loan and the other transactions contemplated hereby and whether or not the Loan closes. You shall be responsible for all fees and expenses including, without limitation, legal fees and expenses, incurred by Bank or Lender in enforcing its rights under this Commitment Letter and said obligation shall survive the cancellation or termination of this Commitment Letter.

This Commitment Letter constitutes the entire understanding between Bank and Borrower in connection with the Loan as of the date hereof, (ii) supersedes any prior written or oral communications or understandings, and (iii) may be amended only by a writing signed by Borrower and Bank. This Commitment Letter shall not survive closing of the Loan but shall be superseded by the documents evidencing the Loan. This Commitment Letter is governed by the laws of the State of Georgia. TO THE EXTENT PERMITTED BY APPLICABLE LAW, BORROWER, GUARANTOR, BANK AND LENDER EACH HEREBY WAIVES JURY TRIAL IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATED TO THIS COMMITMENT LETTER. Neither Lender nor Borrower shall be deemed to have entered into, signed or executed binding documents evidencing the Loan by virtue of this or any other communication at any time prior to Lender's express acceptance of Loan documents prepared by Lender or its counsel and bearing Borrower's duly authorized signature.

This Commitment Letter may be executed in any number of counterparts, each of which shall be an original, and all of which, when taken together, shall constitute one agreement. Delivery of an executed signature page of this Commitment Letter transmitted by electronic means shall be effective as delivery of a manually executed counterpart hereof; provided that such electronic signature shall be promptly followed by the original thereof. This Commitment Letter may not be amended or any provision hereof waived or modified except by an instrument in writing signed by the Bank and the Borrower. This Commitment Letter may not be assigned by the Borrower without the prior written consent of the Bank (and any purported assignment without such consent shall be null and void).

[Signature Page Follows]

Please indicate your acceptance of this Commitment Letter (and the Term Sheet) by signing in the space provided and returning the original copy to us prior to the Termination Date. We are pleased to have the opportunity to assist you in connection with this proposed financing transaction.

Very truly yours,

TRUIST BANK

By:____
Charlene Craig
Senior Vice President

Accepted and agreed to this _____
day of _____________, 2024.

[________________________________]

By:__________________________________
Name: Randy Brewer
Title: Finance Director – City of Hapeville

Exhibit A

Truist Bank ("Bank"), on behalf of itself and its designated affiliate (the "Lender"), is pleased to submit the following summary of terms and conditions. The term sheet is binding and does represent a commitment to lend. The term sheet is intended only as an outline of certain material terms of the requested financing and does not purport to summarize all of the conditions, covenants, representations, warranties, and other provisions that would be contained in any definitive documentation for the requested financing.

<table>
<tr><td>Borrower:</td><td>City of Hapeville</td></tr>
<tr><td>Lender:</td><td>Truist Bank</td></tr>
<tr><td>Facility/Purpose/ Description:</td><td>Term Loan for the City of Hapeville to purchase vehicles for the Fire Department.</td></tr>
<tr><td>Amount:</td><td>Up to $101,000.00</td></tr>
<tr><td>Funding:</td><td>The Loan will be funded in a single drawdown on the closing date. Any proceeds of the Loan not advanced to the Borrower at closing will be deposited into a public funds money rate savings account held with the Lender (the "Project Fund").</td></tr>
<tr><td>Repayment:</td><td>Principal and Interest payable monthly commencing on one month following the closing date as outlined in RFP/based on mutually agreed upon amortization schedule between Lender and Borrower. ACH payments are the required method of payment.</td></tr>
<tr><td>Fees:</td><td>$1,000.00</td></tr>
<tr><td>Interest Rate:</td><td>FIXED-RATE
<table>
<tr><td>Maturity Date</td><td>Tax-Exempt/Taxable</td><td>Interest Rate</td></tr>
<tr><td>4/29/2028</td><td>Tax-Exempt</td><td>5.91%</td></tr>
<tr><td>4/29/2029</td><td>Tax-Exempt</td><td>6.01%</td></tr>
<tr><td>4/29/2030</td><td>Tax-Exempt</td><td>6.16%</td></tr>
</table>
Accrual basis: 30/360
**This rate is available through 4/29/2024. The Borrower understands that the market interest rates are subject to change. The Borrower also understands that in the event the Facility is funded during the Rate Lock Period, the Rate will become the effective interest rate for the Facility even if market interest rates are lower than the Rate at the time the Facility is funded. A declining prepayment penalty is required for this facility based on the term, for example, in a five-year loan term, the step-down penalty structure is the 5-4-3-2-1 schedule.</td></tr>
<tr><td>Security:</td><td>Security interest in the vehicles being purchased.</td></tr>
</table>

Documentation:	Loan documentation for closing is to be provided by GMA. All documentation shall appropriately structure the financing according to Federal and State statutes, subject to acceptable review by the Lender and its counsel.
Covenants:	Usual and customary covenants, reporting requirements, representations and warranties, and events of default, for transactions of this type, including, without limitation, the following financial covenants and reporting requirements: • Annual Financial Statements within 270 days of fiscal year-end • Annual budget within 30 days of adoption
Conditions Precedent and Other Terms:	• Borrower's Counsel Opinion: An opinion of Borrower's counsel covering matters customary to transactions such as this and in all respects acceptable to the Bank, the Lender, and its counsel. • Other Items: The Bank and the Lender shall receive an updated master lease from the Georgia Municipal Association. The Bank and the Lender shall have received such other documents, instruments, approvals, or opinions as may be reasonably requested.
Lender's Legal Counsel	None
Governing Law & Jurisdiction:	State of Georgia
Municipal Advisor Disclosure:	The Bank is a regulated bank and makes direct purchase loans to Municipal Entities and Obligated Persons as defined under the Municipal Advisor Rule, and in this term sheet is solely providing information regarding the terms under which it would make such a purchase for its own account. The Bank is not recommending an action or providing any advice to the Borrower and is not acting as a municipal advisor or financial advisor. The Bank is not serving in a fiduciary capacity pursuant to Section 15B of the Securities Exchange Act of 1934 with respect to the information and material contained in this communication. The Bank is acting in its own interest. Before acting on the information or material contained herein, the Borrower should seek the advice of an IRMA and any other professional advisors which it deems appropriate for the Loan described herein, especially with respect to any legal, regulatory, tax or accounting treatment.
Patriot Act:	Pursuant to the requirements of the Patriot Act, the Bank and its affiliates are required to obtain, verify and record information that identifies loan obligors, which information includes the name, address, tax identification number and other information regarding obligors that will allow Lender to identify obligors in accordance with the Patriot Act, and Lender is hereby so authorized. This notice is given in accordance with the requirements of the Patriot Act and is effective for the Bank and its affiliates.
Expiration Date:	The commitment to provide the Loan shall terminate on April 1st, 2024 ("Termination Date") unless this Commitment Letter is accepted by the Borrower in writing and delivered to the Bank prior to such time. Following acceptance by you, the commitment with respect to the Loan shall expire on April 29th, 2024, unless the Loan is closed by such time.

March 15, 2024

3468 North Fulton Avenue
Hapeville, Georgia 30354
Hapeville City Hall
404-669-8269

Attention: Randy Brewer

Re: Commitment for City of Hapeville $435,622.00 Tax-Exempt Term Loan – Vehicles for Solid Waste Department

Dear Randy Brewer:

Truist Bank ("Bank"), on behalf of itself and its designated affiliate, Truist Commercial Equity, Inc. ("Lender"), is pleased to provide its commitment to City of Hapeville ("Borrower") for a tax-exempt loan *term loan of up to six years* in the principal amount of up to $435,622.00 ("Loan") described in the summary of terms and conditions set forth on the Term Sheet attached hereto as Exhibit A ("Term Sheet"), subject to the terms and conditions set forth in this letter and in the Term Sheet (collectively, "Commitment Letter").

The commitment hereunder is based upon the financial and other information regarding the Borrower previously provided to us. Accordingly, the commitment hereunder is subject to the satisfaction of each of the following conditions precedent in a manner acceptable to us in our sole discretion:

(i) each of the terms and conditions set forth herein and in the Term Sheet;

(ii) the absence of a material breach of any representation, warranty or agreement of the Borrower set forth herein;

(iii) no change, occurrence or development shall have occurred between the date hereof and the closing date that would likely, in the Bank's or Lender's reasonable opinion, have a material adverse effect on the business, assets, liabilities (actual or contingent), operations, condition (financial or otherwise) or prospects of the Borrower;

(iv) the absence of a material adverse change in the business, condition (financial or otherwise), results of operations, properties or prospects of Borrower and/or its subsidiaries (if any) and/or of any Guarantor(s) as reflected in its financial statements June 30, 2023 [presented to Lender];

(v) the completion, to our satisfaction, of all legal, tax, business and other due diligence with respect to the business, assets, liabilities, operations, condition (financial or otherwise) and prospects of the Borrower in scope and determination satisfactory to the Bank in its sole discretion;

(vi) the negotiation, execution and delivery of definitive documentation for the Loan consistent with the Term Sheet and otherwise satisfactory to the Bank and Lender; and

(vii) such other terms and conditions as set forth in the definition documentation for the Loan.

The Borrower agrees to indemnify and hold harmless the Bank, the Lender and their respective affiliates (each an "Indemnitee") from and against any and all claims, damages, liabilities and expenses which may be incurred by or asserted against any Indemnitee in connection with any proceeding arising out of this commitment or Borrower's use of the proceeds of the Loan except to the extent such claims, damages, liabilities and expenses of an Indemnitee are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee.

This Commitment Letter and the Term Sheet do not summarize allof the terms, conditions, covenants, representations, warranties and other provisions which will be contained in the definitive credit documentation for the Loan and the transactions contemplated thereby. The Bank and Lender shall have the right to require that such credit documentation include, in addition to the provisions outlined herein and in the Term Sheet, provisions not inconsistent with the Term Sheet considered appropriate by the Bank and Lender for this type of financing transaction.

The commitment to provide the Loan shall terminate on April 1st, 2024 ("Termination Date"), unless this Commitment Letter is accepted by the Borrower in writing and delivered to the Bank prior to such time. Following acceptance by you, the commitment with respect to the Loan shall expire on April 29th, 2024 unless the Loan is closed by such time.

By executing this Commitment Letter, you agree to (i) pay the reasonable fees, disbursements and other charges of legal counsel to the Bank and Lender in connection with the negotiation and documentation of the Loan, and (ii) pay or reimburse the Bank and the Lender for all reasonable fees and expenses, in each case incurred before or after the date hereof, in connection with the Loan and the other transactions contemplated hereby and whether or not the Loan closes. You shall be responsible for all fees and expenses including, without limitation, legal fees and expenses, incurred by Bank or Lender in enforcing its rights under this Commitment Letter and said obligation shall survive the cancellation or termination of this Commitment Letter.

This Commitment Letter constitutes the entire understanding between Bank and Borrower in connection with the Loan as of the date hereof, (ii) supersedes any prior written or oral communications or understandings, and (iii) may be amended only by a writing signed by Borrower and Bank. This Commitment Letter shall not survive closing of the Loan but shall be superseded by the documents evidencing the Loan. This Commitment Letter is governed by the laws of the State of Georgia. TO THE EXTENT PERMITTED BY APPLICABLE LAW, BORROWER, GUARANTOR, BANK AND LENDER EACH HEREBY WAIVES JURY TRIAL IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATED TO THIS COMMITMENT LETTER. Neither Lender nor Borrower shall be deemed to have entered into, signed or executed binding documents evidencing the Loan by virtue of this or any other communication at any time prior to Lender's express acceptance of Loan documents prepared by Lender or its counsel and bearing Borrower's duly authorized signature.

This Commitment Letter may be executed in any number of counterparts, each of which shall be an original, and all of which, when taken together, shall constitute one agreement. Delivery of an executed signature page of this Commitment Letter transmitted by electronic means shall be effective as delivery of a manually executed counterpart hereof; provided that such electronic signature shall be promptly followed by the original thereof. This Commitment Letter may not be amended or any provision hereof waived or modified except by an instrument in writing signed by the Bank and the Borrower. This Commitment Letter may not be assigned by the Borrower without the prior written consent of the Bank (and any purported assignment without such consent shall be null and void).

[Signature Page Follows]

Please indicate your acceptance of this Commitment Letter (and the Term Sheet) by signing in the space provided and returning the original copy to us prior to the Termination Date. We are pleased to have the opportunity to assist you in connection with this proposed financing transaction.

Very truly yours,

TRUIST BANK

By:______________________________________
Charlene Craig
Senior Vice President

Accepted and agreed to this _____
day of ____________, 2024.

[______________________________]

By:__________________________________
Name: Randy Brewer
Title: Finance Director – City of Hapeville

Exhibit A
Term Sheet

Truist Bank ("Bank"), on behalf of itself and its designated affiliate (the "Lender"), is pleased to submit the following summary of terms and conditions. The term sheet is binding and does represent a commitment to lend. The term sheet is intended only as an outline of certain material terms of the requested financing and does not purport to summarize all of the conditions, covenants, representations, warranties, and other provisions that would be contained in any definitive documentation for the requested financing.

Borrower:	City of Hapeville
Lender:	Truist Bank
Facility/Purpose/ Description:	Term Loan facility for the purchase of waste and water department vehicles.
Amount:	Up to $435,622.00
Funding:	The Loan will be funded in a single drawdown on the closing date. Any proceeds of the Loan not advanced to the Borrower at closing will be deposited into a public funds money rate savings account held with the Lender (the "Project Fund").
Repayment:	Principal and Interest payable monthly commencing on one month following the closing date as outlined in RFP/based on mutually agreed upon amortization schedule between Lender and Borrower. ACH payments are the method of payment required for this transaction.
Fees:	1,000.00
Interest Rate:	***FIXED-RATE***
Security:	Security interest in purchased vehicles.

Interest Rate (continued):

Maturity Date	Tax-Exempt/Taxable	Interest Rate
4/29/2028	*Tax-Exempt*	*5.91%*
4/29/2029	*Tax-Exempt*	*6.01%*
4/30/2030	*Tax-Exempt*	*6.16%*

Accrual basis: 30/360

**This rate is available through 4/29/2024. The Borrower understands that the market interest rates are subject to change. The Borrower also understands that in the event the Facility is funded during the Rate Lock Period, the Rate will become the effective interest rate for the Facility even if market interest rates are lower than the Rate at the time the Facility is funded. A declining prepayment penalty is required on this facility based on the term, for example, in a five-year loan term, the step-down penalty structure is the 5-4-3-2-1 schedule.

Documentation:	Loan documentation for closing is to be provided by GMA. All documentation shall appropriately structure the financing according to Federal and State statutes, subject to acceptable review by the Lender and its counsel.
Covenants:	Usual and customary covenants, reporting requirements, representations and warranties, and events of default, for transactions of this type, including, without limitation, the following financial covenants and reporting requirements: • Annual Financial Statements within 270 days of fiscal year-end • Annual budget within 30 days of adoption
Conditions Precedent and Other Terms:	• Borrower's Counsel Opinion: An opinion of Borrower's counsel covering matters customary to transactions such as this and in all respects acceptable to the Bank, the Lender, and its counsel. • Other Items: The Bank and the Lender shall receive an updated master lease from the Georgia Municipal Association. The Bank and the Lender shall have received such other documents, instruments, approvals, or opinions as may be reasonably requested.
Lender's Legal Counsel	None
Governing Law & Jurisdiction:	State of Georgia
Municipal Advisor Disclosure:	The Bank is a regulated bank and makes direct purchase loans to Municipal Entities and Obligated Persons as defined under the Municipal Advisor Rule, and in this term sheet is solely providing information regarding the terms under which it would make such a purchase for its own account. The Bank is not recommending an action or providing any advice to the Borrower and is not acting as a municipal advisor or financial advisor. The Bank is not serving in a fiduciary capacity pursuant to Section 15B of the Securities Exchange Act of 1934 with respect to the information and material contained in this communication. The Bank is acting in its own interest. Before acting on the information or material contained herein, the Borrower should seek the advice of an IRMA and any other professional advisors which it deems appropriate for the Loan described herein, especially with respect to any legal, regulatory, tax or accounting treatment.
Patriot Act:	Pursuant to the requirements of the Patriot Act, the Bank and its affiliates are required to obtain, verify and record information that identifies loan obligors, which information includes the name, address, tax identification number and other information regarding obligors that will allow Lender to identify obligors in accordance with the Patriot Act, and Lender is hereby so authorized. This notice is given in accordance with the requirements of the Patriot Act and is effective for the Bank and its affiliates.
Expiration Date:	The commitment to provide the Loan shall terminate on April 1st, 2024 ("Termination Date") unless this Commitment Letter is accepted by the Borrower in writing and delivered to the Bank prior to such time. Following acceptance by you, the commitment with respect to the Loan shall expire on April 29th, 2024, unless the Loan is closed by such time.

DEENA LONDON, CEO
H.Y. DAVIS IV, Executive Vice President
KENNETH D. ADAMS, Senior Vice President

Magnolia Center
651 West Dixie Avenue
Elizabethtown, KY 42701
270-765-4072 (phone)
270-765-4260 (fax)

March 18, 2024

City of Hapeville

Amount: $537,078

Equipment: Two (2) Solid Waste Vehicles & Two (2) Fire Department Vehicles

Term Options:

Term	Interest Rate
4 years	5.30%
5 years	5.35%
6 years	5.30%

Tax Status: Bank Qualified, Tax Exempt

Payments: Principal and interest payments due annually, in arrears, fully amortized

Rate Expiration: 45 days from acceptance

- Should these vehicles not arrive by the rate expiration date, could close as Project Fund

Documentation Fee: $0

Funding: The financing will be fully funded at closing

Documentation: Standard GMA documentation. Documents will include provisions that outline appropriate changes to be implemented in the event this transaction is determined to be taxable or non-bank qualified in accordance with the Internal Revenue Code. These provisions must be acceptable to Lender and its counsel. Lender will not be required to pay any additional fees or expenses including Legal, Closing or Documentation Fees.

Established 1919

Annual Interest Rate:	5.30%
Years:	6
Payments Per Year:	1
Amount:	$537,078.00

Payment Number	Payment	Principal	Interest	Balance
1	$106,831.09	$78,365.95	$28,465.13	$458,712.05
2	$106,831.09	$82,519.35	$24,311.74	$376,192.70
3	$106,831.09	$86,892.87	$19,938.21	$289,299.82
4	$106,831.09	$91,498.20	$15,332.89	$197,801.63
5	$106,831.09	$96,347.60	$10,483.49	$101,454.02
6	$106,831.09	$101,454.02	$5,377.06	$0.00
TOTALS	**$640,986.53**	**$537,078.00**	**$103,908.53**	

Annual Interest Rate:	5.35%
Years:	5
Payments Per Year:	1
Amount:	$537,078.00

Payment Number	Payment	Principal	Interest	Balance
1	$125,254.12	$96,520.44	$28,733.67	$440,557.56
2	$125,254.12	$101,684.29	$23,569.83	$338,873.27
3	$125,254.12	$107,124.40	$18,129.72	$231,748.87
4	$125,254.12	$112,855.55	$12,398.56	$118,893.32
5	$125,254.12	$118,893.32	$6,360.79	$0.00
TOTALS	**$626,270.58**	**$537,078.00**	**$89,192.58**	

Annual Interest Rate:	5.30%
Years:	4
Payments Per Year:	1
Amount:	$537,078.00

Payment Number	Payment	Principal	Interest	Balance
1	$152,519.25	$124,054.11	$28,465.13	$413,023.89
2	$152,519.25	$130,628.98	$21,890.27	$282,394.91
3	$152,519.25	$137,552.32	$14,966.93	$144,842.59
4	$152,519.25	$144,842.59	$7,676.66	$0.00
TOTALS	**$610,076.99**	**$537,078.00**	**$72,998.99**	

CADENCE EQUIPMENT FINANCE

3/19/2024

Sent via: rbrewer@hapeville.org

City of Hapeville, GA

It is a pleasure to submit for your consideration the following proposal to provide lease-purchase financing based on the terms and conditions set forth below:

1. Lessor:	Cadence Equipment Finance, a division of Cadence Bank
2. Lessee:	City of Hapeville, GA
3. Equipment Description:	Two (2) New Vehicles for the Fire Department
4. Equipment Cost:	$102,544.00
5. Lease Term:	4, 5 and 6 Years
6. Lease Payments:	(These are approximate payment amounts. The actual payment will be determined at funding date.) 4 annual @ $29,549.70 arrears 5 annual @ $24,300.95 arrears 6 annual @ $20,811.45 arrears (We can do monthly, quarterly or semi-annual payments also)
7. Lease Rate:	**5.78%**
8. Funding Date:	This proposal is contingent upon the equipment being delivered and the lease funded prior **to an increase in the prime rate above 8.50%. Any extension of the funding or delivery date must be in writing**.
9. Purchase Option:	Title is passed to Lessee at lease expiration for no further consideration.

10. Non-appropriation/Termination: The lease provides that Lessee is to make reasonable efforts to obtain funds to satisfy the obligation in each fiscal year. However, the lease may be terminated without penalty in the event of non-appropriation. In such event, the Lessee agrees to provide an attorney's opinion confirming the events of non-appropriation and Lessee's exercise of diligence to obtain funds.

11. Bank Qualification: This lease-purchase financing shall be designated as a bank qualified tax-exempt transaction as per the 1986 Federal Tax Bill. **This means that the Lessee's governing body will pass a resolution stating that it does not anticipate issuing more than $10 million in General Obligation debt or other debt falling under the Tax Bill's definition of qualifying debt during the calendar year that the lease is funded.**

12. Tax Status: This proposal is subject to the Lessee being qualified as a governmental entity or "political subdivision" within the meaning of Section 103(a) of the Internal Revenue Code of 1954 as amended, within the meaning of said Section. Lessee agrees to cooperate with Lessor in providing evidence as deemed necessary or desirable by Lessor to substantiate such tax status.

13. Net Lease: This will be a net lease transaction whereby maintenance, insurance, taxes (if applicable), compliance with laws and similar expenses shall be borne by Lessee.

14. Financial Statements: Complete and current financial statements must be submitted to Lessor for review and approval of Lessee creditworthiness

15. Lease Documentation: This equipment lease-purchase package is subject to the mutual acceptance of lease-purchase documentation within a reasonable time period, otherwise payments will be subject to market change.

If the foregoing is acceptable, please so indicate by signing this letter in the space provided below and returning it to Cadence Equipment Finance. **The proposal is subject to approval by Cadence Equipment Finance's Credit Committee and to mutually acceptable terms, conditions and documentation.**

Acceptance of this proposal expires as the close of business on 4/19/2024. Extensions must be approved by the undersigned.

Any concerns or questions should be directed to Jonathan King at 228-223-4642 or jonathan.king@cadencebank.com.

Jonathan King

Jonathan King
Municipal Territory Manager

ACKNOWLEDGMENT AND ACCEPTANCE

By: ______________________________
Title

Date: ______________________________

CADENCE

CADENCE EQUIPMENT FINANCE

3/19/2024

Sent via: rbrewer@hapeville.org

City of Hapeville, GA

It is a pleasure to submit for your consideration the following proposal to provide lease-purchase financing based on the terms and conditions set forth below:

1. Lessor:	Cadence Equipment Finance, a division of Cadence Bank
2. Lessee:	City of Hapeville, GA
3. Equipment Description:	Two (2) New Vehicles for the Solid Waste Department
4. Equipment Cost:	$435,622.00
5. Lease Term:	4, 5 and 6 Years
6. Lease Payments:	(These are approximate payment amounts. The actual payment will be determined at funding date.) 4 annual @ $125,531.49 arrears 5 annual @ $103,234.00 arrears 6 annual @ $88,410.08 arrears (We can do monthly, quarterly or semi-annual payments also)
7. Lease Rate:	**5.78%**
8. Funding Date:	This proposal is contingent upon the equipment being delivered and the lease funded prior **to an increase in the prime rate above 8.50%. Any extension of the funding or delivery date must be in writing**.
9. Purchase Option:	Title is passed to Lessee at lease expiration for no further consideration.

10. Non-appropriation/Termination: The lease provides that Lessee is to make reasonable efforts to obtain funds to satisfy the obligation in each fiscal year. However, the lease may be terminated without penalty in the event of non-appropriation. In such event, the Lessee agrees to provide an attorney's opinion confirming the events of non-appropriation and Lessee's exercise of diligence to obtain funds.

11. Bank Qualification: This lease-purchase financing shall be designated as a bank qualified tax-exempt transaction as per the 1986 Federal Tax Bill. **This means that the Lessee's governing body will pass a resolution stating that it does not anticipate issuing more than $10 million in General Obligation debt or other debt falling under the Tax Bill's definition of qualifying debt during the calendar year that the lease is funded.**

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15. Lease Documentation: This equipment lease-purchase package is subject to the mutual acceptance of lease-purchase documentation within a reasonable time period, otherwise payments will be subject to market change.

If the foregoing is acceptable, please so indicate by signing this letter in the space provided below and returning it to Cadence Equipment Finance. **The proposal is subject to approval by Cadence Equipment Finance's Credit Committee and to mutually acceptable terms, conditions and documentation.**

Acceptance of this proposal expires as the close of business on 4/19/2024. Extensions must be approved by the undersigned.

Any concerns or questions should be directed to Jonathan King at 228-223-4642 or jonathan.king@cadencebank.com.

Jonathan King

Jonathan King
Municipal Territory Manager

ACKNOWLEDGMENT AND ACCEPTANCE

By: ______________________________
Title

Date: ______________________________

2023 UTILITY POLICE INTERCEPTOR (99999-001-SPD0000183-0006)

STD: CLOTH FRONT/VINYL REAR, POWER WINDOWS/LOCKS/MIRROS/DRIVER SEAT, PURSUIT RATED TIRES

WADE FORD GOVERNMENT SALES CENTER: 3860 South Cobb Drive, Smyrna, GA 30080

Account Manager: Roger Moore (rmoore@wade.com) D: 678-460-3881 C: 770-527-9041

POWERTRAIN *AWD STANDARD*

Order	Option	Description	Price	Total
	STD	3.3L V6 HYBRID	$ -	$ -
1	99B/44U	3.3L V6 Flex Fuel (Req. 98F)	$ (2,343)	$ (2,343)
	99C/44U	3.0L EcoBoost	$ 938	$ -

EQUIPMENT GROUP

Order	Option	Description	Price	Total
	65U	Interior Upgrade Package	$ 385	$ -
	66A	Front Headlamp Lighting Solution	$ 883	$ -
	86T	Tail Lamp Housing	$ 59	$ -
	66B	Tail Lamp Lighting Solution	$ 425	$ -
	66C	Rear Lighting Solution	$ 449	$ -
	67H	Ready for the Road Package	$ 3,548	$ -
	67U	Ultimate Wiring Package	$ 552	$ -
	67V	Police Wire Harness Connector Kit	$ 183	$ -

KEY EXTERIOR OPTIONS

Order	Option	Description	Price	Total
	41H	Engine Block Heater	$ 86	$ -
1	153	License Plate Bracket (Front)	$ -	$ -

LAMPS/LIGHTING

Order	Option	Description	Price	Total
1	43D	Dark Car Feature	$ 25	$ 25
	942	Daytime Running Lamps	$ 44	$ -
1	17T	Dome Lamp - Red/White (Cargo)	$ 49	$ 49
	21L	Front Warning Aux Light	$ 543	$ -
	96W	Front Interior Windshield Light	$ 1,130	$ -
	60A	Pre-Wiring for Grill LED/Siren	$ 49	$ -
	43A	Rear Aux Liftgate Lights	$ 390	$ -
	63L	Rear Quarter Glass Side Lights	$ 568	$ -
	96T	Rear Spoiler Traffic Lights	$ 1,475	$ -
	63B	Side Market LED (Req. 60A)	$ 287	$ -

SPOT LIGHT PREP KITS

Order	Option	Description	Price	Total
	51P	Spot Lamp Prep Kit (Driver Side)	$ 139	$ -
	51W	Spot Lamp Prep Kit (Dual Side)	$ 277	$ -

SPOT LAMP - LED BULB

Order	Option	Description	Price	Total
	51R	Spot Lamp - Driver (Unity)	$ 390	$ -
	51T	Spot Lamp - Driver (Whelen)	$ 414	$ -
	51S	Spot Lamp - Dual (Unity)	$ 611	$ -
	51V	Spot Lamp - Dual (Whelen)	$ 656	$ -

BODY

Order	Option	Description	Price	Total
	92G	Delete Privacy Glass	$ 118	$ -
	92R	Delete Privacy Glass (2nd Row ONLY)	$ 84	$ -
	76D	Deflector Plate	$ 331	$ -

WHEELS

Order	Option	Description	Price	Total
	STD	Chrome Center Caps	$ -	$ -
	65L	Wheel Covers (18" Full Face)	$ 59	$ -
	64E	18" Painted Aluminum Wheel	$ 469	$ -

Order	Option	Description
	YZ	Oxford White
1	AG	Agate Black
	M7	Carbonized Grey
	JS	Iconic Silver Metallic
	YG	Medium Titanium Metallic
	LK	Dark Blue
	LM	Royal Blue
	J1	Kodiak Brown Metallic
	JL	Dark Toreador Red Metallic
	BU	Medium Brown Metallic
	E3	Arizona Beige Metallic
	E4	Vermillion Red
	FT	Blue Metallic

AUDIO/VIDEO

Order	Option	Description	Price	Total
	47E	12.1" Integrated Computer Screen	$ 2,709	$ -
1	87R	Rear View Camera (Mirror Display)	$ 15	$ 15
	19V	Rear View Camera On-Demand	$ 228	$ -

DOORS/LOCKS

Order	Option	Description	Price	Total
1	52P	Hidden Door-Lock Plunger w/door INOP	$ 155	$ 155
1	68G	Rear-Door Handles INOP (w/52P)	$ 71	$ 71
	18D	Global Lock/Unlock Feature	$ 25	$ -
3	55F	Remote Keyless - Entry Fob	$ 336	$ 1,008

KEYS *Not Available w/Perimeter Anti-Theft Alarm (593)*

Order	Option	Description	Price	Total
	59E	Keyed Alike - 1435x	$ 49	$ -
	59B	Keyed Alike - 1284x	$ 49	$ -
	59D	Keyed Alike - 0135x	$ 49	$ -
	59F	Keyed Alike - 0576x	$ 49	$ -
	59J	Keyed Alike - 1111x	$ 49	$ -
	59C	Keyed Alike - 1294x	$ 49	$ -
	59G	Keyed Alike - 0151x	$ 49	$ -

FLOORING/SEATS

Order	Option	Description	Price	Total
1	16C	1st 2nd Row Carpet Floor	$ 124	$ 124
1	88F	2nd Row Cloth Seats	$ 59	$ 59
			$ -	$ -
	87P	Power Passenger Seat	$ 321	$ -
	85S	Front Console Plate - Delete	$ -	$ -
	85R	Rear Center Seat - Delete	$ 44	$ -

SAFETY & SECURITY

Order	Option	Description	Price	Total
	90D	Ballistic Panels Lvl III+ (Driver)	$ 1,565	$ -
	90E	Ballistic Door Panels (Front)	$ 3,128	$ -
	90F	Ballistic Panels Lvl IV+ (Driver)	$ 2,384	$ -
	90G	Ballistic Panels Lvl IV+ (Front)	$ 4,768	$ -
	55B/54Z	BLIS - Blid Spot Monitoring	$ 538	$ -
	68B	Police Perimeter Alert	$ 667	$ -
	76P	Pre-Collision Assist	$ 148	$ -
	549	Mirrors - Heated Sideview	$ 59	$ -
	593	Perimeter Alarm (Req.55F)	$ 118	$ -
	47A	Police Engine Idle Feature	$ 256	$ -
1	76R	Reverse Sensing System	$ 272	$ 272

MISC

Order	Option	Description	Price	Total
1	17A	Aux Air Conditioning	$ 602	$ 602
				$ -
	16D	Badge Delete	$ -	$ -
	63V	Cargo Storage Vault	$ 242	$ -
	19K	H8 AGM Battery	$ 108	$ -
	60R	Noise Suppression Bonds	$ 99	$ -
	18X	100 Watt Siren/Speaker	$ 311	$ -
	61B	OBDII Split Connector	$ 55	$ -
	CBX	Cop Box Storage Locker	$ 1,995	$ -

		Base Vehicle Price	$	42,383
		Options Selected	$	37
Enter Miles		Delivery	$	-
1	UPFIT	DSS Quote # 517921	$	8,852
	ESP125*	Premium Care Service Plan (5yr/125,000)	$ 3,050	$ -

*Comprehensive repair protection

TOTAL per Vehicle $ 51,272

Quantity Requested 2

ORDER TOTAL $ 102,544

Contact Information:

Agency	City of Hapeville Fire
Contact	Chief Bloodworth
Address	
Phone	
Email	

Hapeville
georgia

PURCHASE ORDER

Purchase Order No: 24-03012024

Date: March 1, 2024

Issued To: Birmingham Freightliner, LLC
410 Daniel Payne Drive
Birmingham, AL 35214

From: City of Hapeville
3474 North Fulton Avenue
Hapeville, GA 30354

Qty	Description	Unit Price	Amount
2	**M2 106 PLUS CONVENTIONAL CHASSIS**		
	VEHICLE PRICE EXTENDED WARRANTY NEWWAY - 20 YARD REAR LOADER CUSTOMER PRICE BEFORE TAX	$106,241 $230 $108,986 $215,457	$212,482 $460 $217,972 $430,914
	TAXES AND FEES 1% DOAS STATE CONTRACT FEE DOC FEE	 $2,154 $200	 $4,308 $400
	TRADE-IN TRADE-IN ALLOWANCE	 $0.00	 $0.00
	Subtotal		$435,622
	Total Price		$435,622.00

Approved By: ____________________
Director of Community Services

Adrienne Senter

From: Rob Hall
Sent: Thursday, March 28, 2024 8:50 AM
To: Adrienne Senter
Cc: Lynn Patterson; Tim Young
Subject: Planning Commissioner Hall

Hapeville City Council Members and Mayor Hallman,

Please accept this email as a notification that I have moved from Hapeville and now live in East Point. I do not own any property in Hapeville at this time. I would like to ask the City Council to allow me to remain on the Zoning Committee through the end of my current term's expiration on 12/31/2025.

Although I do not live in Hapeville, it will always be home and I will return one day. I have enjoyed listening to our City's residents, working with The City Planner and Staff to guide our development and am seeking permission to continue to serve our community.

Thank you for your consideration.

--
Yours in Real Estate,

ROB HALL
ASSOCIATE
BROKER

STATE OF GEORGIA
COUNTY OF FULTON
CITY OF HAPEVILLE

Resolution No. _________________

A RESOLUTION OF THE CITY OF HAPEVILLE RECOGNIZING GEORGIA CITIES WEEK, APRIL 21-27, 2024, AND ENCOURAGING ALL RESIDENTS TO SUPPORT THE CELEBRATION AND CORRESPONDING ACTIVITIES.

WHEREAS, city government is the closest to most citizens, and the one with the most direct daily impact upon its residents; and

WHEREAS, city government is administered for and by its citizens, and is dependent upon public commitment to and understanding of its many responsibilities; and

WHEREAS, city government officials and employees share the responsibility to pass along their understanding of public services and their benefits; and

WHEREAS, Georgia Cities Week is a very important time to recognize the important role played by city government in our lives; and

WHEREAS, this week offers an important opportunity to spread the word to all the citizens of Georgia that they can shape and influence this branch of government which is closest to the people; and

WHEREAS, Georgia Cities Week offers an important opportunity to convey to all the citizens of Georgia that they can shape and influence government through their civic involvement.

NOW, THEREFORE BE IT RESOLVED THAT: The Mayor and Council of the City of Hapeville declares April 21-27, 2024 as Georgia Cities Week. **SO RESOLVED,** this 2nd day of April 2024.

Signed: Attest:

_______________________ _________________________

Alan Hallman, Mayor Sharee Steed, City Clerk

Approved as to Form:

____

City Attorney

City of Hapeville Georgia Cities Week

Hapeville georgia

April 21st - 27th
EVENTS

22 APR

Earth Day Activity

- Grow Your Own Garden: Kits are available at City Hall

23 APR

Coffee with the Chiefs

- Join the Police & Fire Chiefs for coffee & conversation from 8 - 10 a.m.
- 700 Doug Davis Drive - Hapeville

24 APR

Lunch in the Park

- Jess Lucas Park - 680 S. Central Ave, 11 a.m. - 1 p.m.
- Live D.J. & Food Trucks

25 APR

Touch-A-Truck: Fire & Public Works

- Fire Engine & Garbage Trucks
- Hapeville Schools are Invited
- Free Snow Cones!
- Teachers are Welcomed

26 APR

Employee - Grab-N-Go Lunch

- Free Lunch
- Food Trucks
- Hoyt Smith Center
- 11 a.m. - 1 p.m.

27 APR

Citywide Neighborhood Cleanup

- Neighborhood Clean Up Day
- 8 a.m. - 12 p.m.
- Supplies available at City Hall