

**Memorandum of Agreement
Between
Southern Crescent Technical College
and
McDonough Police Department**

I. Purpose

This Memorandum of Agreement ("Agreement") is entered into on the 7th day of January 2025, by and between McDonough Police Department and Southern Crescent Technical College, an institution within the Technical College System of Georgia ("TCSG"). The purpose of this Agreement is to provide law enforcement services upon the request of the other Party to this agreement in response to emergency or special circumstances that may exceed the immediate resources, skill, and equipment capacities of either party's law enforcement agency. This agreement incorporates by reference standards contained in O.C.G.A. § 36-69-1, *et seq.*, including subsequent amendments thereto.

II. Affiliating Agreement

Pursuant to O.C.G.A. § 36-69-1, *et seq.*, Southern Crescent Technical College and McDonough Police Department are authorized to furnish assistance extraterritorially to each other during a local emergency, defined as the existence of conditions of extreme peril to the safety of persons and property within the territorial limits of a political subdivision of the state or on a campus of an institution within TCSG caused by natural disasters, riots, civil disturbances, or other situations presenting major law enforcement and other public safety problems, which are or are likely to be beyond the control of the services, personnel, equipment, and facilities of one party to this agreement, and which require combined forces of both parties to combat.

This agreement provides the following:

- A. This agreement must be approved by the governing authority of the local political subdivision, and the President of the technical college, the Commissioner of TCSG, and the State Board of the Technical College System of Georgia.
- B. Once the Agreement is approved by all governing authorities and upon the request of either party for assistance in a local emergency, the Southern Crescent Technical College Chief of Police and the City of McDonough Chief of Police may cooperate with and render assistance extraterritorially to the party requesting the same.
- C. The senior officer of the requesting party shall be in command of the local emergency as to strategy, tactics, and overall direction of operations.

- D. In accordance with O.C.G.A. § 36-69-4, responding employees of either party *"shall have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the political subdivision or on the campus of the institution at which they are normally employed."*
- E. Parties responding to requests in conformance with this Agreement shall pay any expense for furnishing of their own equipment, loss or damage to such equipment, and costs incurred in operation and maintenance of their equipment. Further, the responding party shall compensate responding employees during the time they are rendering aid and defray actual travel expenses of employees.
- F. Both parties shall ensure that all their officers are properly trained and P.O.S.T. certified. If any officer who shall be participating under this agreement loses P.O.S.T. certification for any reason, the party whose officer has lost the certification shall notify the other party and the officer shall immediately be removed from any job duties associated with this agreement.
- G. Each party to this agreement shall be responsible for the medical expenses of its own officers and employees in their performance of their duties under this agreement.
- H. Nothing in this agreement shall be construed as creating a duty on the part of the parties to respond to a request for assistance, or to stay at the scene of a local emergency for any length of time.

III. Representatives

Any communication regarding this agreement should be directed to the following representatives:

For Southern Crescent Technical College: Chief of Police Lemuel Mercado

For McDonough Police Department: Chief of Police Kenneth Noble

IV. Miscellaneous

A. Term

- 1. The terms and conditions of this agreement shall be periodically reviewed by the parties.
- 2. This agreement will remain in effect indefinitely. If no money is being expended under this agreement, then the agreement may run beyond the current fiscal year; if money is being expended, then it must terminate on June 30 of each fiscal year.

3. Either party may terminate this agreement upon a 30-day notice in writing to the other party.

B. The College is self-insured under the State of Georgia, Department of Administrative Services, Risk Management Division, against tort claims, including comprehensive automobile liability, in the amount of one million (\$1,000,000) per person and three million (\$3,000,000) per occurrence; the College also maintains workers' compensation insurance through the State of Georgia.

C. Entire Agreement

This Agreement, together with any documents incorporated herein, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, or contracts. No written or oral agreements, representations, statements, negotiations, understandings, or discussions which are not set out, referenced, or specifically incorporated into this Agreement shall in any way be binding or of effect between the parties.

D. Applicable law

This Agreement shall be governed in all respects by the laws of the State of Georgia.

E. Amendments in Writing

No amendment of this Agreement or any of the terms or provisions hereof, shall be binding upon either party except by a writing executed by both parties.

Artesius Miller, Ed. D, TCSG, State Board Chair

Date

Greg Dozier, Commissioner, TCSG

Date

Irvin Clark, III, Ed. D, SCTC, President

Date

Lemuel Mercado, SCTC, Police Chief

Date

For the City of McDonough:

Sandra Vincent, City of McDonough, Mayor

Date

Steve Morgan, City of McDonough, City Administrator

Date

Kennerth Nobel, City of McDonough, Police Chief

Date

(SEAL)

Approved as to form:

Attest: Emilia Walker-Ashby, City of McDonough, City Attorney

Date

AGENDA ITEM SUMMARY
January 2, 2025, Organizational City Council Meeting
Item Number: 9



Presented by: William VonDenBosch

Public Works - Water Distribution

ITEM SUMMARY:

Request approval from Mayor and Council to enter into a Service Delivery Agreement Pertaining to Water and Sewer Services with Henry County Water Authority; and authorization for the Mayor to sign all related documents.

SPECIAL CONSIDERATIONS OR CONCERNS:

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

FUNDING SOURCE:

None

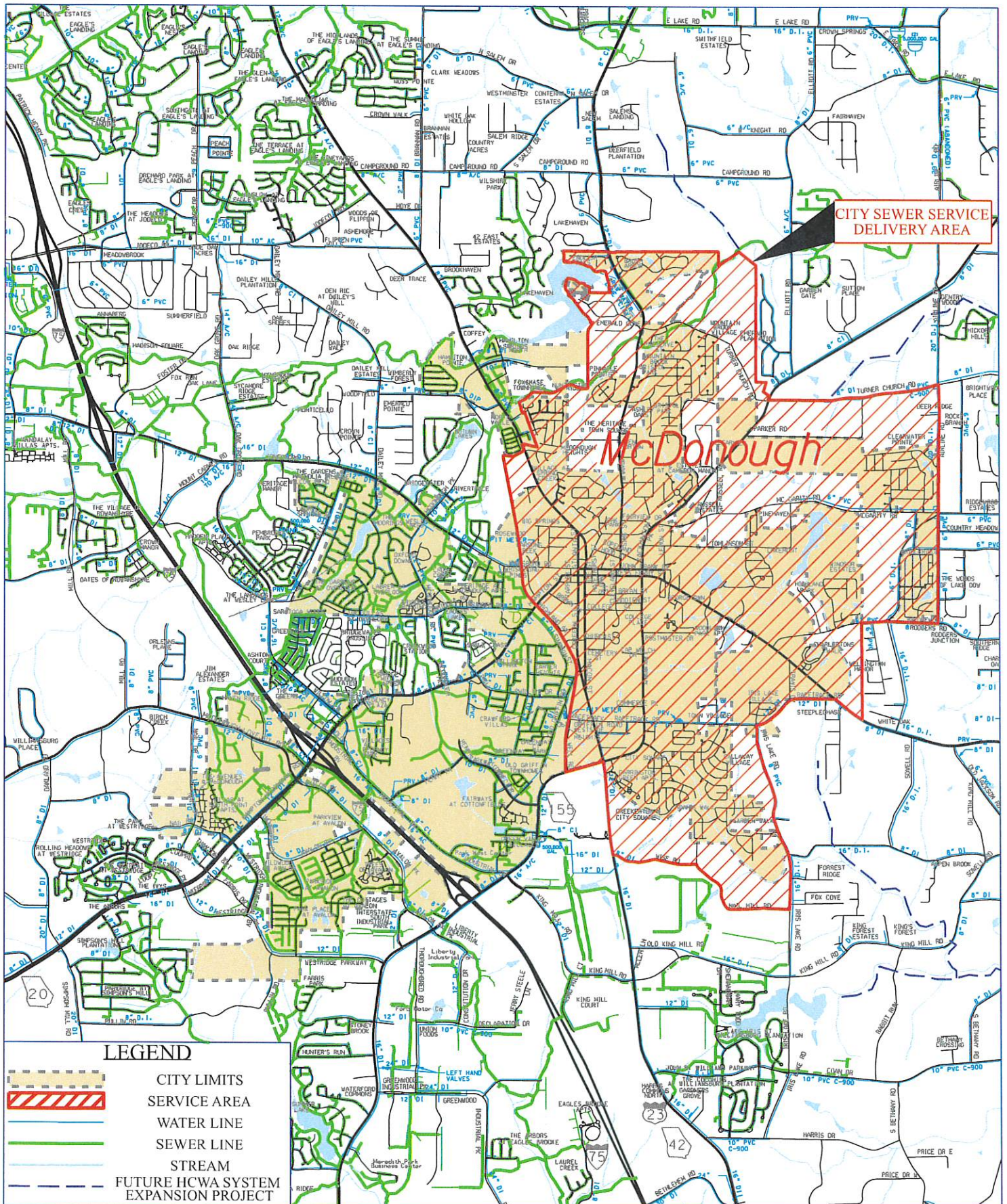
ATTACHMENTS:

Exhibit A – McDonough Map
Exhibit B – Final Draft Service Delivery Agreement Pertaining to Water and Sewer Services
McD-2024

OTHER DEPARTMENTAL REVIEW NEEDED:

☐ Yes

☒ No



McDONOUGH SEWER SERVICE AREA **EXHIBIT A**

McDONOUGH
CITY LIMITS
AND SEWER
SERVICE AREA
BOUNDARY

SERVICE DELIVERY AGREEMENT
PERTAINING TO WATER AND SEWER SERVICES

The City of McDonough (hereinafter referred to as “City”) has maintained a water and sewer department since the time of its charter for the purpose of serving the citizens and businesses within its corporate limits. The Henry County Water Authority (hereinafter referred to as “Authority”), organized under the laws of the State of Georgia, serves primarily unincorporated areas of Henry County and is funded through user fees, charges and a county-wide two mill tax.

The Georgia Service Delivery Act, O.C.G.A. Section 36-70-1, et seq. (the “Service Delivery Act”), authorizes and promotes the establishment, implementation, and performance of coordinated and comprehensive planning by municipal governments and county governments. The process set forth in that statute is intended to minimize inefficiencies resulting from duplication of services and competition between local governments and to provide a mechanism to resolve disputes over local government service delivery, funding equity, and land use. The Service Delivery Act requires each county and municipality in the State of Georgia to execute an agreement for the implementation of a local government service delivery strategy. The present Agreement is entered into specifically as a result of the mandates of the Service Delivery Act, and it is intended to satisfy the requirements of that Act.

In consideration of the premises, mutual covenants and promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. As and when requested by the City, the Authority will assist the City in relocating water and sewer lines that are located at intersections between city streets and county roads where the street or road is being widened or improved. The City will be responsible for providing the materials and paying the Authority’s cost of labor and equipment.

2. As and when requested by the City, the Authority will provide a video of sewer lines for the City at the Authority's cost of labor and equipment on a per hour basis. Said hourly rate shall be set by the Authority on an annual basis. The request will be placed upon the Authority's regular internal job schedule and will be serviced in due course by the Authority. Where emergency situations are caused by stoppage in lines, the Authority will assist the City with videotaping the line at no cost to the City.
3. As and when requested by the City, the Authority will provide engineering assistance limited to those services which can be provided by the Authority's in-house engineering personnel at the Authority's cost for labor and materials on a per hour basis. Said hourly rate shall be set by the Authority on an annual basis. Such requests are to be made in writing to the General Manager of the Authority. The request will be placed upon the Authority's regular internal job schedule and will be serviced in due course by the Authority.
4. As and when requested by the City, the Authority will consider requests for additional interconnections within the water distribution system. Such requests are to be made by the City in writing to the General Manager of the Authority. If a request is approved by the General Manager of the Authority, an interconnection agreement will be established to specify the responsibilities of each party.
5. The parties hereby establish service areas and certain conditions for the City and the Authority as set forth below and referenced in "Exhibit A":
 - A. At present, there are certain customers to whom the City provides water and/or sewer services who are located outside the incorporated area of the City. Except as hereafter

provided, the City will continue to serve those customers until the customer has been transferred as hereinafter provided.

- B. At present, there are certain customers to whom the Authority provides water and/or sewer services who are located inside the incorporated area of the City. Except as hereafter provided, the Authority will continue to serve those customers until the customer has been transferred as hereinafter provided.
- C. Except as hereinafter provided, if any land is subsequently annexed or is made part of the incorporated area of the City by Charter Amendment or the re-enactment of a new Charter (all of which are referred to as annexed), and the Authority is, at the time of such inclusion, providing water and/or sewer services to the property annexed, the Authority will continue to provide the services.
- D. If, on the date of the Agreement, the City has sewer lines that exist or are under construction in a drainage basin that is located wholly or partially outside the incorporated area of the City, the City may continue or extend sewage services to any customer that gravity flows directly into said sewer lines without the installation of any additional lift stations.
- E. In the future, if the City is required to construct a sewer line to serve a customer that is located in the incorporated area of the City and construction of the sewer line requires that the sewer line be constructed in a drainage area located outside of the incorporated area of the City, the City will be allowed to provide sewage services to any customer that gravity flows directly into the newly constructed sewer line without the installation of any additional lift stations, provided that the Authority is not providing sewer services that could also serve the customer by gravity without the installation of additional lift stations.
- F. In the future, if the Authority is required to construct a sewer line to serve a customer that is located in the unincorporated area of the County, and the construction of the sewer line requires that the sewer line be constructed in a drainage area located inside the incorporated area of the City, the Authority will be allowed to provide sewer services to any customer

that gravity flows into the newly constructed sewer line provided that the City is not providing sewer services that could also serve the customer by gravity without the installation of additional lift stations.

G. As to areas inside the City limits, as they exist on the date of this Agreement or as they may be modified subsequent hereto, the following additional requirements will apply to said property:

- 1) The City is the presumptive provider of water and sewer service. However, if the Authority is presently providing water and sewer services to the annexed area, the Authority will continue to do so.
- 2) If the Authority has a water line that is adjacent to or within the annexed property, or a water line that is located closer to the property than the City's existing water line, with sufficient water capacity to serve the development, as determined by the Authority, then the Authority will continue to serve the water to the development until the property is served by City sewer. Upon the City providing sewer service to the development, the City shall install, at its expense, a master meter(s) and purchase water from the Authority at the municipal rate set from time to time by the Authority and assume the responsibility of the ownership, operation, and maintenance of the water lines located behind the master meter, meaning the water lines that leave the master meter to provide water to the development.
- 3) If the City has a water line that is adjacent to the annexed property or a water line closer than an extension of the Authority's existing water line, with sufficient water capacity to serve the development as determined by the City, then the City will serve the water until the annexed property is served by the Authority's sewer. Upon the Authority providing sewer service to the annexed area, the Authority shall install, at its expense, a master meter and purchase water from the City and assume responsibility

of the ownership, operation, and maintenance of the water lines located in the development.

4) If the City is considering annexation of property and the City desires that the property, if annexed into the City, be serviced with sewer, the City shall give written notice thereof to the General Manager of the Authority. The Authority shall have sixty (60) days from the receipt of the notice in which to make a determination as to whether or not it will provide sewer service to the property. If the Authority elects to provide the sewer service, the sewer line(s) shall be constructed according to the Authority's standards and specifications. However, a contract for construction of the sewer line thereof shall be issued within twenty-four (24) months from the date of annexation. If the Authority elects not to provide sewer services to the property, the City shall provide the sewer services to the annexed property as required by state law and its ordinances. The provisions regarding providing water as described in paragraph 5.G.2 above shall apply to the property annexed.

5) In order to maintain the quality of each individual system, the City and the Authority agree to endeavor to maintain common development standards for installation of water and sewer lines in any new development.

H. All present and future water and sewerage customers of the City that are located in the unincorporated areas of the County will be charged no greater rate for City services than is being charged by the Authority to its customers. Prior to the City providing the services to a customer located outside of the incorporated area of the City, the City will issue a notice letter to the General Manager of the Authority. The letter will provide the name of the property owner, a location map of the property to be served, and the zoning designation for the property. The letter must be validated by acknowledgment of receipt by the Authority.

I. All present and future water and sewerage customers of the Authority that are located in the incorporated areas of the City will be charged no greater rate for the Authority's

services than is being charged by the Authority to similar customers located in the unincorporated area of the County. Prior to the Authority providing the services to a customer located in the incorporated area of the City, the Authority will issue a notice letter to the City. The letter will provide the name of the property owner, a location map of the property to be served, and the zoning designation for the property. The letter must be validated by acknowledgment of receipt by the City.

- J. Except as provided in the Agreement, the City shall not have the right to acquire the Authority's water and/or sewer lines, pumping stations, facilities, or customers without written agreement of both parties.
- K. The Authority will make every reasonable effort to provide water and sewer services to those areas that the Authority assumes responsibility for and will do so according to the same rules and regulations that established service in the unincorporated areas of Henry County.
- L. Neither party shall run or extend water lines that would be parallel to existing water lines owned by the other unless said line is part of a system improvement as reviewed and agreed to jointly by both parties.

6. Exchange of Service Areas.

- A. If the Authority is presently or subsequently provides sewer services to property located within the incorporated area of the City or the unincorporated area of the County, and the City is providing water to the Customer, a master meter shall be installed at the expense of the Authority and the Authority shall purchase water from the City at its wholesale rate that is set from time to time by the City, which rate cannot exceed the municipal rate being charged by the Authority to the municipalities of Henry County.

Water lines that leave the meter to provide water to the development from said master meter shall become the property of the Authority and shall be operated and maintained by the Authority as part of its system.

- B. If the City is presently or subsequently providing sewer services to property located within the incorporated area of the City, and the Authority is providing water to the customer, a master meter shall be installed at the expense of the City and City shall purchase water from the Authority at its municipal rate that is set from time to time by the Authority.

Water lines that leave the meter to provide water to the development from said master meter shall become the property of the City and shall be operated and maintained by the City as part of its system.

7. As to the wastewater treatment facilities:

- A. The Authority presently has a wastewater treatment facility known as the Indian Creek Wastewater Treatment Facility located on the west side of I-75 and the Walnut Creek Facility on the east side of I-75 and plans to develop and construct other wastewater treatment facilities in southern Henry County (all hereinafter called "AWTF").

- 1) All wastewater customers that gravity flow into the Authority's AWTF, whether located inside or outside the incorporated area of the City, shall be served by the Authority.
- 2) If a customer is located within the unincorporated area of the County and cannot be served by the City through a gravity flow system, then the Authority may elect to serve the customer through a pumping station(s) to an Authority wastewater treatment plant.

- B. The City presently has wastewater treatment facilities known as the Walnut Creek Water Pollution Control Plant, located east of I-75 (all hereinafter called "CWTF");

- 1) All wastewater customers that gravity flow into the City's CWTF plants, whether located inside or outside the incorporated area of the City, shall be served by the City at said plants.
 - 2) If a customer is located within the incorporated area of the City and cannot be served by the Authority through a gravity flow system, then the customer may be served through a pumping station(s) to a City wastewater treatment plant.
8. The entity that is providing the service (water or sewer or both) shall receive the impact fees that are assessed by the entity for the service.
9. If a City customer fails to pay its bill for wastewater treatment services provided by the Authority, and the bill remains unpaid for a period of sixty (60) days, upon request from the Authority, the City agrees to pay the bill or take action to terminate the water service to the City's water customer until the Authority's wastewater treatment bill has been paid in full. If an Authority water customer fails to pay its bill for wastewater services provided by the City, and the bill remains unpaid for a period of sixty (60) days, upon request from the City, the Authority agrees to pay the bill or terminate the water service to the Authority's customer until the City's wastewater treatment bill has been paid in full.
10. The Authority and the City shall maintain their respective facilities in compliance with all requirements of the United States Environmental Protection Agency, the Georgia Department of Natural Resources, Environmental Protection Division, or their respective successors, at all times during the terms of this Agreement.

11. The City agrees to notify the Authority in writing prior to issuing approval for construction on any new residential, commercial and industrial developments or structure that will be served water and/or sewer directly by the Authority.
12. The City agrees to notify the Authority in writing prior to its approval of any residential, commercial or industrial developments with estimated usage that exceeds 40,000 gallons per day or fire flows that exceed 1,000 gallons per minute at 20-psi residual that will be directly or indirectly served water by the Authority.
13. Except as hereinafter stated, all previous Agreements entered into by the parties are hereby terminated. Any fees, funds, or debts that were owed by either party to the other prior to the date of this Agreement shall remain in full force and effect and are not waived or amended by this Agreement.
14. Within thirty (30) days of completion of the annexation of property into the City, the City will provide to the Authority a copy of the tax map or plat of the property annexed, the name and address of the property owners, a copy of the annexation application, and a statement as to whether or not the City plans on providing water and/or sewer services to the property.
15. If a water or sewer line should cross a mitigation area owned by the other party to this agreement, the party crossing the mitigation area shall be responsible for obtaining all federal and state permits for the crossing of the same and providing any additional mitigation that is required by any federal or state government agency or entity having jurisdiction there over. All such costs shall be paid by the entity crossing the mitigation area.

16. This Agreement may be amended between the Authority and the City of McDonough without the consent of the remaining cities.
17. This Agreement shall remain in full force and effect for a period of ten (10) years from the date of execution, at which time it shall automatically renew for an additional ten (10) years in the case that neither party seeks to terminate the Agreement by providing notice of termination within thirty (30) days of the end of the term.
18. The City shall be responsible for complying with all laws, rules and regulations that apply to the management, collection and treatment of stormwater or wastewater that occurs within the City limits and agrees to adopt the Authority's Watershed Protection Ordinance and enforce the same. The City shall take what action may be necessary to prevent pollution of any stream or tributary thereof that affects the water quality of any existing or planned potable drinking water sources of the Authority.
19. The Authority shall be responsible for complying with all laws, rules and regulations that apply to the management, collection and treatment of stormwater or wastewater that occurs within the City limits. The Authority shall take what action may be necessary to prevent pollution of any stream or tributary thereof that affects the water quality of any existing or planned potable drinking water sources of the City.
20. Because the Authority manages drinking water reservoirs and protects and treats the water supply for consumptive use, the Authority shall be exempt from payment of any stormwater fees assessed by the City on properties owned by the Authority and located within the incorporated area of the City.

21. The undersigned agree that the Water and Sewer Service Delivery Strategies set forth herein will be an efficient and effective method of delivery, and with each entity providing service for a specific area under separate funding. We see no apparent duplication of services nor prospect for consolidation.

In accordance with O.C.G.A. 36-70-23 and O.C.G.A. 36-70-24, we, the undersigned, agree that this is the most effective, efficient manner in which to deliver these services to the people of the City and the County, this ____ day of _____, 2025.

Sandra Vincent, Mayor
City of McDonough

Warren Holder, Chairman
Henry County Water Authority

ATTEST: _____
Clerk
City Seal

ATTEST: _____
Clerk
Authority Seal

AGENDA ITEM SUMMARY
Organizational City Council Meeting January 2, 2025
Item Number: 10



Presented by: Steve Morgan

Public Works - Highways & Streets Department

ITEM SUMMARY:

Request for approval to award the 2024-CS Crack Sealing Services bid to Remac, Inc. for crack-sealing services on Jonesboro Road, from Kelly Road to Rosebud Lane in the City of McDonough; approval of the contract between the City of McDonough and Remac, Inc., with authorization for the Mayor to sign all required documents.

SPECIAL CONSIDERATIONS OR CONCERNS:

The contractor shall furnish all materials, equipment, and labor to complete the Crack Sealing of approximately 12,144 linear road feet (Double Lane), including all incidentals as directed by the City of McDonough City Administrator or a representative, unless otherwise specified.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

Total Cost \$38,548.00

FUNDING SOURCE:

SPLOST V

ATTACHMENTS:

Exhibit A : Remac Inc Bid
Exhibit B : Onsite Paving and Sealcoating Bid

OTHER DEPARMENTAL REVIEW NEEDED:

☒ Yes ☐ No

OTHER DEPARMENTAL REVIEW

☒ Finance

Award

COPY

CHECKLIST OF REQUIRED DOCUMENTS

*(Be Sure to Return This Checklist and
the Required Documents in the order listed below)*

ITB #2024-CS Crack Sealing Services

Bid Bond

✓

Company information — on the form provided

✓

References - on form provided

✓

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

✓

Pricing sheet

✓

List of exceptions, if any — on the form provided

✓

Addenda, if Any

#1

✓

COMPANY NAME:

Remac, Inc.

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Remac, Inc.
20103 Governor Harrison Parkway
Freeman, VA 23856

OWNER:

(Name, legal status and address)

City of McDonough
136 Keys Ferry Street
McDonough, GA 30253

SURETY:

(Name, legal status and principal place of business)

The Cincinnati Insurance Company

P.O. Box 145496
Cincinnati, OH 45250-5496

Mailing Address for Notices

P.O. Box 145496
Cincinnati, OH 45250-5496

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: 5% Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

2024-CS - Crack Sealing Services for the City of McDonough

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 19th day of December, 2024.

(Witness)

Susan Roberts Secretary

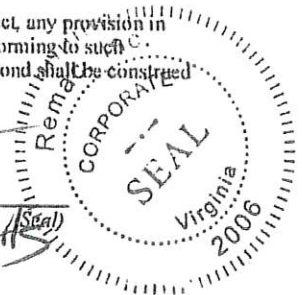
(Witness) John Dufresne

Remac, Inc.
(Principal)

By: Dennis Roberts
(Title)

The Cincinnati Insurance Company
(Surety)

By: Clinton J. Diers, Attorney-in-Fact
(Title)



THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint **Clinton J. Diers** its true and legal Attorney-in-Fact to sign and deliver on behalf of the Companies as Surety, at any place within the United States, the following surety bond:

Surety Bond Number: Bid Bond
Principal: Remac, Inc.
Obligee: City of McDonough

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Senior Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or any Senior Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Vice-President and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.



STATE OF OHIO) SS:
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Stephen A. Justice

On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.



Keith Collett
Keith Collett, Attorney at Law
Notary Public - State of Ohio
My commission has no expiration date.
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this 19th day of December, 2024.



Ed H.

COMPANY INFORMATION
ITB #2024-CS Crack Sealing Services

COMPANY

Company Name:

Remac Inc.

Physical Address:

20103 Governor Harrison Pkwy
Freeman VA 23856

Mailing Address (if different):

PO Box 9 Freeman VA 23856

AUTHORIZED REPRESENTATIVE

Signature:



Printed or Typed Name:

Dennis Roberts

Title:

President

Email Address:

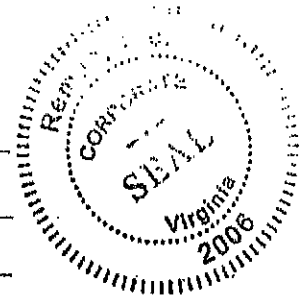
remac@remacus.com

Phone Number:

434 634 2111

Fax Number:

434 634 0024



PROJECT CONTACT PERSON

Name:

Matthew Brewer

Title:

Vice President

Office Number:

434 634 2111

Cellular Number:

434 532 6822

Email Address:

remac@remacus.com + mbrewer@remacus.com

REFERENCES

IITB #2024-CS Crack Sealing Services

Please list three (3) references for current or recent customers who can verify the quality of service your company provides. Projects of similar size and scope are preferable.

1. Government/Company Name GDOT
 City & State Georgia
 Work or Service Provided Crack Seal multiple contracts a year
 Approximate Completion Date Present
 Contact Person and Title Tim Swink Operations
 Phone 404 275 2494 Email tswink@dot.ga.gov

2. Government/Company Name Gwinnett County w/ ER Shell
 City & State Gwinnett, GA
 Work or Service Provided Crack seal
 Approximate Completion Date 10/5/23
 Contact Person and Title Hayden madole Estimator
 Phone 770 985-0600 Email Hmadole@ersnell.com

3. Government/Company Name C W Matthews. GDOT projects
 City & State multiple counties in GA
 Work or Service Provided Crack seal
 Approximate Completion Date Present
 Contact Person and Title Mike Kleuckling VP Estimating
 Phone 404 277 3637 Email mike.k@cwmatthews.com

COMPANY NAME: Bemac Inc.

Contractor Affidavit under O.C.G.A. §13-10-91(b)(1)

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A. § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program.
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof.
- c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof.
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract.
- e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c).
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

709960
Federal Work Authorization User Identification Number

9/11/13
Date of Authorization

Name of Contractor
Remac Inc.
Name of Public Employer

#2024-CS Crack Sealing Services
Name of Project

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on December 17, 2024 in Freeman (city), VA (state).

[Signature]
Signature of Authorized Officer or Agent

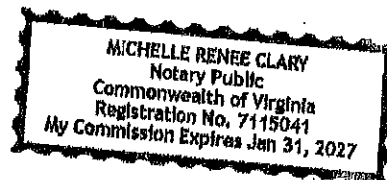
Printed Name and Title of Authorized Officer or Agent

Dennis Roberts, President

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE 17 DAY OF December, 2024
Michelle Renee Clary 7115041

NOTARY PUBLIC
My Commission Expires: 03/31/2027



PRICING SHEET

ITB #2024-CS Crack Sealing Services

Proposed Street List	Road Segment Description	Length in Miles
Jonesboro Road	Kelly Road to Rosebud Lane (Double Lane)	1.15
Jonesboro Road	Rosebud Lane to Kelly Road (Double Lane)	1.15
Total Length in miles		2.30

Cost per mile: 16760.00 x 2.30 miles = 38548.00 Total Bid Price

NOTE: All applicable charges shall be included in your unit prices, including but not limited to all mobilization, labor, administrative forces, materials, bond, mix design, testing, equipment, installation, and any other amounts. No additional charges will be allowed after the bid opening.

State warranty coverage (6mth minimum)

State number of days needed to start after Notice to Proceed is issued. 30 Days

COMPANY NAME:

Remac, Inc.

EXCEPTIONS TO SPECIFICATIONS
ITB #2024-CS Crack Sealing Services

Please list below any exceptions or clarifications to the specifications of this bid. Explain any exceptions in full.

N/A

COMPANY NAME:

Remac Inc.

Addendum 1

SPECIFICATIONS

ITB #2024-CS Crack Sealing Services

Verbiage Change in RED

SCOPE OF WORK

4. All materials will meet appropriate GDOT specifications for Crack Sealing Material Type S and the city will require use of Crack Master 1190. **Or equivalent**


Dennis Roberts 12/17/24



CHECKLIST OF REQUIRED DOCUMENTS

*(Be Sure to Return This Checklist and
the Required Documents in the order listed below)*

ITB #2024-CS Crack Sealing Services

Bid Bond

N/A

Company information — on the form provided

✓

References - on form provided

✓

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

✓

Pricing sheet

✓

List of exceptions, if any — on the form provided

✓

Addenda, if Any

1, 2

COMPANY NAME: ONSITE PAVING, SEALCOATING & MAINTENANCE, INC.

COMPANY INFORMATION
ITB #2024-CS Crack Sealing Services

COMPANY

Company Name: ONSITE PAVING, SEALCOATING & MAINTENANCE, INC.

Physical Address: 15 DEPOT ST
MCDONOUGH GA 30253

Mailing Address (if different):

PO BOX 1149 MCDONOUGH GA 30253

AUTHORIZED REPRESENTATIVE

Signature: 

Printed or Typed Name: JEFF KLEEMEIER

Title: PRESIDENT

Email Address: JEFFK@ONSITEPAVING.COM

Phone Number: 770-914-6400 Fax Number: 770-914-6485

PROJECT CONTACT PERSON

Name: SCOTT RUTKOWSKI

Title: ESTIMATOR

Office Number: 770-914-6400 Cellular Number: 770-855-8357

Email Address: SCOTTR@ONSITEPAVING.COM

REFERENCES

IITB #2024-CS Crack Sealing Services

Please list three (3) references for current or recent customers who can verify the quality of service your company provides. Projects of similar size and scope are preferable.

1. Government/Company Name CITY OF GRIFFIN
City & State GRIFFIN, GA
Work or Service Provided TSPLOST MILLING & RESURFACING YEAR 2
Approximate Completion Date 12/23
Contact Person and Title MARIZA ELLER
Phone 678-972-7938 Email MELLER@CITYOFGRIFFIN.COM

2. Government/Company Name HAVENWOOD HOLDINGS, LLC
City & State KINGSTON RANCH BUCKHEAD, GA 30625
Work or Service Provided MILL & OVERLAY, PATCHING
Approximate Completion Date 3/24
Contact Person and Title DOUG ADAMS
Phone _____ Email DOUG@HAVENWOODHOLDINGS.COM

3. Government/Company Name HENRY COUNTY DOT
City & State MCDONOUGH GA
Work or Service Provided CRACKFILL - JONESBORO RD. (KELLY RD - FOSTER RD.)
Approximate Completion Date 6/10/24
Contact Person and Title STEVE CARIOLO
Phone 470-889-7930 Email SCARIOLO@CO.HENRY.GA.US

COMPANY NAME: ONSITE PAVING, SEALCOATING & MAINTENANCE, INC.

4. CITY OF LOVEJOY
CRACKFILL / SEALCOAT POLICE STATION 7/25/24
MARK BURNHAM M_BURNHAM@CITYOFLOVEJOY.COM

Contractor Affidavit under O.C.G.A. §13-10-91(b)(1)

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A. § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program.
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof.
- c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof.
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract.
- e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c).
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

974708

4/1/13

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor ONSITE PAVING, SEALING & MAINT. INC.

#2024-CS Crack Sealing Services
Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

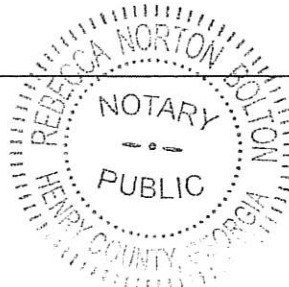
Executed on December 18th, 2024 in McDonough (city), Georgia (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 18th DAY OF December 2024

NOTARY PUBLIC
My Commission Expires: 12/25/2028



PRICING SHEET
ITB #2024-CS Crack Sealing Services

Proposed Street List	Road Segment Description	Length in Miles
Jonesboro Road	Kelly Road to Rosebud Lane (Double Lane)	1.15
Jonesboro Road	Rosebud Lane to Kelly Road (Double Lane)	1.15
Total Length in miles		2.30

Cost per mile: \$ 46,200.00 x 2.30 miles = \$ 106,260.00 Total Bid Price

NOTE: All applicable charges shall be included in your unit prices, including but not limited to all mobilization, labor, administrative forces, materials, bond, mix design, testing, equipment, installation, and any other amounts. No additional charges will be allowed after the bid opening.

State warranty coverage (6mth minimum) 1 YEAR

State number of days needed to start after Notice to Proceed is issued. 7 Days

COMPANY NAME: ONSITE PAVING, SEALCOATING & MAINTENANCE, INC.



N
JEFF KLEEMETER
PRESIDENT

EXCEPTIONS TO SPECIFICATIONS

ITB #2024-CS Crack Sealing Services

Please list below any exceptions or clarifications to the specifications of this bid. Explain any exceptions in full.

[illegible]**COMPANY NAME:**

ON SITE PAVING, SEALCOATING & MAINTENANCE, INC.

AGENDA ITEM SUMMARY
Organizational City Council Meeting January 2, 2025
Item Number: 11



Presented by: Steve Morgan

Public Works - Highways & Streets Dept.

ITEM SUMMARY:

Request for approval to authorize the Mayor to execute an easement with Georgia Power, with respects to McDonough Parkway Extension and Hwy 155 Turner Church Rd Project.

SPECIAL CONSIDERATIONS OR CONCERNS:

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

N/A

FUNDING SOURCE:

ATTACHMENTS:

OTHER DEPARTMENTAL REVIEW NEEDED:

☐ Yes

☒ No

OTHER DEPARTMENTAL REVIEW

After recording, return to:
Georgia Power Company
Attn: Land Acquisition (Recording)
241 Ralph McGill Blvd NE
Bin 10151
Atlanta, GA 30308-3374

PROJECT 2016107693 LETTER FILE 9-14814 DEED FILE 23964 MAP FILE N/A
ACCOUNT NUMBER 10484660-GPC9596-VBS-12.04
NAME OF LINE/PROJECT: PI # L6226 MCDONOUGH PKWY EXTENSION (HENRY CO SPLOST) (HENRY
COUNTY) DISTRIBUTION LINE
PARCEL NUMBER 002

STATE OF GEORGIA
HENRY COUNTY

E A S E M E N T

For and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, in hand paid by GEORGIA POWER COMPANY, a Georgia corporation (the "Company"), the receipt and sufficiency of which are hereby acknowledged, CITY OF MCDONOUGH (the "Undersigned", which term shall include heirs, successors and/or assigns), whose mailing Address is 136 Keys Ferry St., McDonough, GA 30253, does hereby grant and convey to the Company, its successors and assigns, the right, privilege and easement to go in, upon, along, across, under and through the Property (as defined below) for the purposes described herein.

The "Property" is defined as that certain tract of land owned by the Undersigned at HIGHWAY 155 N, MCDONOUGH, GA 30253 (Tax Parcel ID No. M14-01001000) in Land Lot 70, 71, 90, 91 of the 7 District of Henry County, Georgia.

The "Easement Area" is defined as any portion of the Property located (a) within fifteen (15) feet of the centerline of the overhead distribution line(s) as installed in the approximate location(s) shown on "Exhibit A" attached hereto and made a part hereof, (b) within ten (10) feet of the centerline of the underground distribution line(s) as installed in the approximate location(s) shown on "Exhibit A," and (c) within ten (10) feet from each side of any related above-ground equipment and facilities, including without limitation cubicles, transformers and service pedestals, as installed in the approximate location(s) shown in "Exhibit A."

The rights granted herein include and embrace the right of the Company to construct, operate, maintain, repair, renew and rebuild continuously upon and under the Easement Area its lines for transmitting electric current with poles, wires, transformers, service pedestals, anchors, guy wires and other necessary apparatus, fixtures, and appliances; the right to attach communication facilities and related apparatus, fixtures, and appliances to said poles; the

PARCEL 002

NAME OF
LINE/PROJECT:

PI # 16226 MCDONOUGH PKWY EXTENSION (HENRY CO
SPLOST) (HENRY
COUNTY) DISTRIBUTION LINE

right to stretch communication or other lines within the Easement Area; the right to permit the attachment of the cables, lines, wires, apparatus, fixtures, and appliances of any other company or person to said poles for electrical, communication or other purposes; the right to assign this Easement in whole or in part; the right at all times to enter upon the Easement Area for the purpose of inspecting said lines and/or making repairs, renewals, alterations and extensions thereon, thereunder, thereto or therefrom; the right to cut, trim, remove, clear and keep clear of said overhead or underground lines, transformers, fixtures, and appliances all trees and other obstructions that may in the opinion of the Company now or hereafter in any way interfere or be likely to interfere with the proper maintenance and operation of said overhead or underground lines, transformers, fixtures, and appliances; the right of ingress and egress over the Property to and from the Easement Area; and the right to install and maintain electrical and communication lines and facilities to existing and future structure(s) within the Easement Area under the easement terms provided herein. Any timber cut on the Easement Area by or for the Company shall remain the property of the owner of said timber.

The Undersigned does not convey any land, but merely grants the rights, privileges and easements hereinbefore set out.

The Company shall not be liable for or bound by any statement, agreement or understanding not herein expressed.

[Signature(s) on Following Page(s)]

PARCEL 002

NAME OF
LINE/PROJECT:

PI # 16226 MCDONOUGH PKWY EXTENSION (HENRY CO
SPLOST) (HENRY
COUNTY) DISTRIBUTION LINE

IN WITNESS WHEREOF, the Undersigned has/have hereunto set his/her/their
hand(s) and seal(s), this _____ day of _____, _____.

Signed, sealed and delivered in the CITY OF MCDONOUGH
presence of:

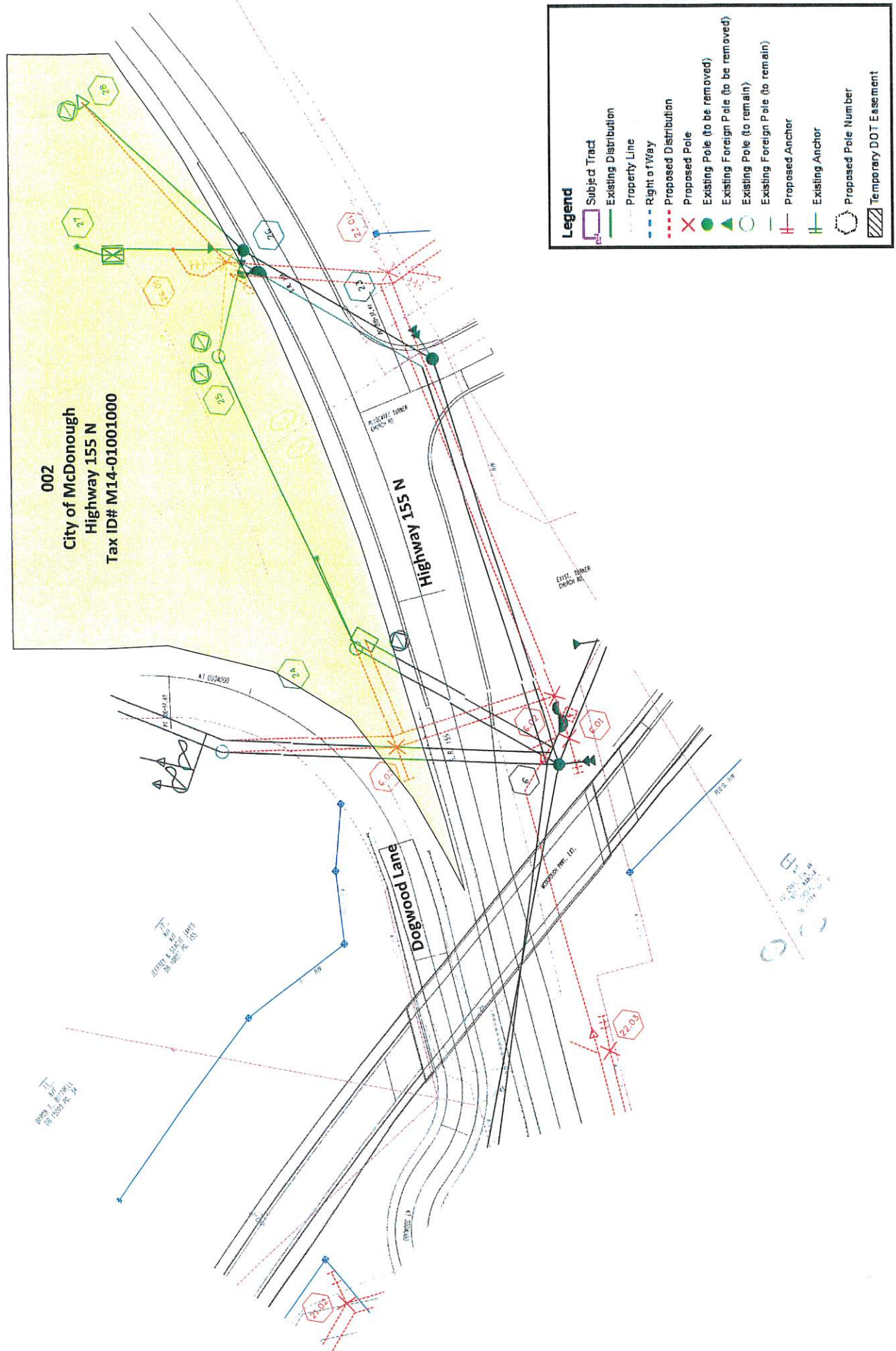
Witness

By: _____ (SEAL)
Name:
Title:

Notary Public

Attest: _____ (SEAL)
Name:
Title:

[CORPORATE SEAL]



- Legend**
- Subject Tract
 - Existing Distribution
 - Property Line
 - Right of Way
 - Proposed Distribution
 - Proposed Pole
 - Existing Pole (to be removed)
 - Existing Foreign Pole (to be removed)
 - Existing Pole (to remain)
 - Existing Foreign Pole (to remain)
 - Proposed Anchor
 - Existing Anchor
 - Proposed Pole Number
 - Temporary DOT Easement

After recording, return to:
Georgia Power Company
Attn: Land Acquisition (Recording)
241 Ralph McGill Blvd NE
Bin 10151
Atlanta, GA 30308-3374

PROJECT 2016107693 LETTER FILE 9-14814 DEED FILE 23964 MAP FILE N/A
ACCOUNT NUMBER 10484660-GPC9596-VBS-12.04
NAME OF LINE/PROJECT: PI # L6226 MCDONOUGH PKWY EXTENSION (HENRY CO SPLOST) (HENRY
COUNTY) DISTRIBUTION LINE
PARCEL NUMBER 007

STATE OF GEORGIA
HENRY COUNTY

E A S E M E N T

For and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, in hand paid by GEORGIA POWER COMPANY, a Georgia corporation (the "Company"), the receipt and sufficiency of which are hereby acknowledged, CITY OF MCDONOUGH (the "Undersigned", which term shall include heirs, successors and/or assigns), whose mailing Address is 136 Keys Ferry St, McDonough, GA 30253-3213, does hereby grant and convey to the Company, its successors and assigns, the right, privilege and easement to go in, upon, along, across, under and through the Property (as defined below) for the purposes described herein.

The "Property" is defined as that certain tract of land owned by the Undersigned at HIGHWAY 155 N, MCDONOUGH, GA 30252 (Tax Parcel ID No. 105-01061002) in Land Lot 70, 71 of the 7 District of Henry County, Georgia.

The "Easement Area" is defined as any portion of the Property located within fifteen (15) feet of the centerline of the overhead distribution line(s) as installed in the approximate location shown on "Exhibit A" attached hereto and made a part hereof.

The rights granted herein include and embrace the right of the Company to construct, operate, maintain, repair, renew and rebuild continuously upon and under the Easement Area its lines for transmitting electric current with poles, wires, transformers, service pedestals, anchors, guy wires and other necessary apparatus, fixtures, and appliances; the right to attach communication facilities and related apparatus, fixtures, and appliances to said poles; the right to stretch communication or other lines within the Easement Area; the right to permit the attachment of the cables, lines, wires, apparatus, fixtures, and appliances of any other company or person to said poles for electrical, communication or other purposes; the right to assign this Easement in whole or in part; the right at all times to enter upon the Easement Area for the purpose

PARCEL 007

NAME OF
LINE/PROJECT:

PI # L6226 MCDONOUGH PKWY EXTENSION (HENRY CO
SPLOST) (HENRY
COUNTY) DISTRIBUTION LINE

of inspecting said lines and/or making repairs, renewals, alterations and extensions thereon, thereunder, thereto or therefrom; the right to cut, trim, remove, clear and keep clear of said overhead or underground lines, transformers, fixtures, and appliances all trees and other obstructions that may in the opinion of the Company now or hereafter in any way interfere or be likely to interfere with the proper maintenance and operation of said overhead or underground lines, transformers, fixtures, and appliances; the right of ingress and egress over the Property to and from the Easement Area; and the right to install and maintain electrical and communication lines and facilities to existing and future structure(s) within the Easement Area under the easement terms provided herein. Any timber cut on the Easement Area by or for the Company shall remain the property of the owner of said timber.

The Undersigned does not convey any land, but merely grants the rights, privileges and easements hereinbefore set out.

The Company shall not be liable for or bound by any statement, agreement or understanding not herein expressed.

[Signature(s) on Following Page(s)]

PARCEL 007

NAME OF
LINE/PROJECT:

PI # 16226 MCDONOUGH PKWY EXTENSION (HENRY CO
SPLOST) (HENRY
COUNTY) DISTRIBUTION LINE

IN WITNESS WHEREOF, the Undersigned has/have hereunto set his/her/their
hand(s) and seal(s), this _____ day of _____, _____.

Signed, sealed and delivered in the CITY OF MCDONOUGH
presence of:

Witness

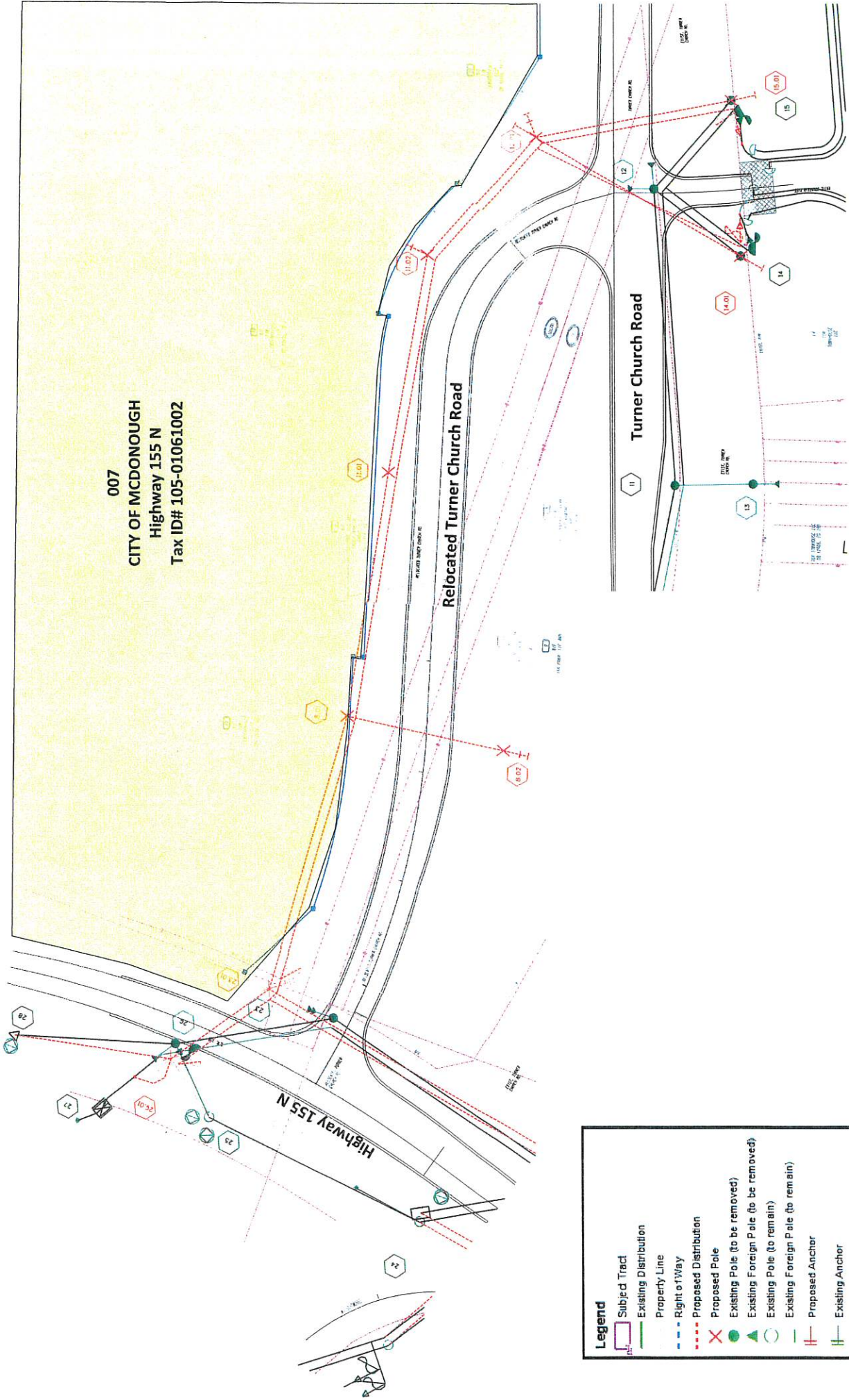
By: _____ (SEAL)
Name:
Title:

Notary Public

Attest: _____ (SEAL)
Name:
Title:

[CORPORATE SEAL]

007
CITY OF MCDONOUGH
Highway 155 N
Tax ID# 105-01061002



Legend

- Subject Tract
- Existing Distribution
- Property Line
- Right of Way
- Proposed Distribution
- X Proposed Pole
- X Existing Pole (to be removed)
- X Existing Foreign Pole (to be removed)
- X Existing Pole (to remain)
- X Existing Foreign Pole (to remain)
- X Existing Pole (to remain)
- X Existing Foreign Pole (to remain)
- X Proposed Anchor
- X Existing Anchor
- X Proposed Pole Number
- X Temporary DOT Easement

Steve Morgan

From: Lewis, Tyler <tylewis@southernco.COM>
Sent: Wednesday, December 18, 2024 3:13 PM
To: Steve Morgan
Cc: Bush, DeMarcus; William VonDenBosch
Subject: PI# L6226 McDonough Parkway Extension / GPC Easements

CAUTION * This email originated from OUTSIDE of the City of McDonough. Do not click links or open attachments unless you recognize the sender or know the content is safe.**

Good afternoon, Steve,

My name is Tyler Lewis and I'm the Right of Way agent assigned to the McDonough Parkway Extension project (PI# L6226) on behalf of Georgia Power. Due to the road project, Georgia Power is being forced to relocate some of our overhead distribution lines and poles along Highway 155 North, as well as Turner Church Road. We're seeking two separate distribution easements from the city of McDonough for the installation and maintenance of these new lines.

My engineer, DeMarcus Bush, and I have been in contact with Billy VonDenBosch regarding this project, who has approved the locations of these new lines. We've also given Billy the easement documentation which he has since forwarded to the relevant departments for review and signing. He suggested that we follow up with you regarding the status of the two easements. Would you be able to give us an update?

Thank you,

Tyler Lewis

Right of Way Agent

Land Acquisition

Cell: 912.425.0118

 Georgia Power



AGENDA ITEM SUMMARY
January 2, 2025, Organizational City Council Meeting
Item Number: 12

Presented by: City Administrator, Steve Morgan

Public Works – Highways & Streets

ITEM SUMMARY:

Request for authorization for the Mayor to sign Georgia Power agreements for lighting at various locations, as follows: Big Spring Subdivision; Mary Childs @ Hattie Barnes; Hattie Barnes & Toby Springs intersection; roadway floods – 155 & 81; River Birch Drive @ Leslie Court; 0 Lafayette Square; Turner Street & N. Zack Hinton intersection; Iris Lake Village entrance; and Tussahaw upgrade.

SPECIAL CONSIDERATIONS OR CONCERNS:

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

FUNDING SOURCE:

100-5.4210.53.1301

ATTACHMENTS:

Various Georgia Power lighting agreements

OTHER DEPARTMENTAL REVIEW NEEDED:

☐ Yes

☒ No

Lighting Services Agreement



Project # LP102161

Customer Legal Name MCDONOUGH CITY OF DBA Big Springs Sub'd
Service Address 10 Tracy Ln McDonough GA 30253 County Henry County
Mailing Address 136 KEYS FERRY ST MCDONOUGH GA 30253
Email smorgan@mcdonoughga.org Tel # 404-503-5241 Alt Tel # _____
Tax ID# 0618 Business Description Municipal Lighting

Existing Customer Yes ☒ No ☐ If Yes (and if possible), does customer want the Service added to an existing account? Yes ☐ No ☒ If Yes, which Account Number? _____

Selected Components

Action	Qty	Wattage	Type	Description
INS	6	70	LED	Post Top

Service Cost (\$)	Regulated Cost (\$)*	Monthly Cost (\$)*	Term (Months)	
\$114.84	\$18.84	\$133.68	1	

* The actual Regulated Cost will be calculated using the tariffs approved by Georgia Public Service Commission at the time of billing. The estimate is based on Summer Rates in effect at the time of this proposal. Excludes applicable sales tax.

Project Notes:

Upgrade 6 existing HID fixtures to new LED fixtures in Big Springs Subd. This is a technology upgrade only.

Customer agrees to this Lighting Services Agreement with Georgia Power Company under the attached terms and conditions and authorizes all actions noted on this agreement.

Customer also agrees to allow removal of existing lights. Yes ☒ N/A ☐

Type	Customer	Tariff	Content
NESC	Gov	EOL	NLC

Pre-Payment (\$)
\$0.00

Customer recognizes that the individual signing this Agreement on its behalf has authority to do so.

Customer Authorization	Georgia Power Authorization
Signature:	Signature:
Print Name: Steve Morgan	Print Name: Joe Cobb
Print Title: City Administrator	Print Title: Account Exec
Date:	Date:

TERMS and CONDITIONS (Lighting – Governmental Service)

1. **Agreement Scope.** This Lighting Services Agreement ("Agreement") establishes the terms and conditions under which Georgia Power Company ("GPC") will provide lighting and related service (collectively, the "Service") to the customer identified on Page 1 ("Customer") at the Service Address shown on Page 1 (the "Premises"). GPC may install, update, modify, or replace any GPC-owned pole, base, wiring, conduit, fixture, control, equipment, device, or related item at the Premises (collectively, "GPC Assets") for any reason related to the Service or to use of GPC Assets.
2. **Term and Termination.** The initial Agreement term is stated on Page 1, calculated from the date of the first bill. After the initial term, this Agreement automatically renews on a month-to-month basis until terminated by either party by providing written notice of intent to terminate to the other party (in accordance with the notice provisions of the *Miscellaneous* section below) at least 30 days before the desired termination date. The initial term and any renewal term or terms are collectively the "Term."
3. **Intent and Title.** This Agreement governs GPC's provision of the Service to Customer and is not a sale, lease, or licensing of goods, equipment, property, or assets of any kind. GPC retains the sole and exclusive right, title, and interest in and to all GPC Assets. Customer acknowledges that GPC Assets, although attached to real property, always will remain the exclusive personal property of GPC and that GPC may remove GPC Assets upon Agreement termination. **GPC makes no representation or warranty regarding treatment of this transaction by the Internal Revenue Service or the status of this transaction under any federal or state tax law. Customer enters into this Agreement in sole reliance upon its own advisors.**
4. **Payment.** GPC will invoice Customer monthly for the Monthly Cost as described on Page 1. The Service Cost portion of the Monthly Cost will renew at the amount shown on Page 1, but the Regulated Cost portion will be determined by the applicable Georgia Public Service Commission-approved tariff at the time of billing. Customer agrees to pay the total amount billed in full by the invoice due date. If a balance is outstanding past the due date, Customer acknowledges that GPC may require Customer to pay a deposit of up to two times the Estimated Monthly Charge in order to continue Service. If applicable, Customer must provide a copy of its Georgia sales tax exemption certificate. Customer must pay costs associated with any Customer-initiated change to the Service after the date of this Agreement.
5. **Premises Activity.** Customer hereby grants to GPC and its contractors, agents, and representatives the right and license to enter the Premises at any time to perform any activity related to the Service or to GPC's use of the GPC Assets, including the right to access the Premises with vehicles, GPC Assets, or other tools or equipment, and to survey, dig, or excavate, in order to: (i) install and connect GPC Assets, provide Service, or provide or install any other service; (ii) inspect, maintain, test, replace, repair, disconnect, or remove GPC Assets; (iii) install additional equipment or devices on GPC Assets; or (iv) conduct any other activity reasonably related to the Service or GPC Assets (collectively, "GPC Activity"). Customer represents or warrants that it has the right to permit GPC to provide the Service and to perform the GPC Activity upon the Premises and, if applicable, has obtained express written authority and required permission from all Premises owners, and any other person or entity with rights in the Premises, to enter into this Agreement and to authorize the GPC Activity and the Service.
6. **Installation and Underground Work.** Customer recognizes that the Service requires installation of GPC Assets. Customer warrants or covenants that: (i) the Premises' final grade will vary no more than six inches from the grade existing at the time of installation; and (ii) if applicable and required for proper installation, Premises property lines will be clearly marked before installation.
 - A. **Customer Work.** If GPC, upon Customer's request, allows Customer, itself or through a third party, to perform any activity related to installation of GPC Assets (including trenching), Customer warrants or covenants that the work will meet GPC's installation specifications (which GPC will provide to Customer and which are incorporated by this reference). Customer must provide GPC at least 10 days' prior written notice of its schedule for the work, so that GPC can schedule GPC's installation work promptly thereafter. Customer will be responsible for any additional costs arising from non-compliance with GPC's specifications, Customer's failure to complete Customer's work by the agreed completion date, or failure to provide GPC timely notice of any schedule change.
 - B. **Underground Facility/Obstruction Not Subject to Dig Law.** Because GPC Activity may require excavation not subject to the Georgia Utility Facility Protection Act (O.C.G.A. §§25-9-1 – 25-9-13) ("Dig Law"), Customer must mark any private utility or facility (e.g., gas/water/sewer line; irrigation facility; fiber/data/communication line) or other underground obstruction at the Premises that is not subject to the Dig Law. If GPC causes or incurs damage due to Customer's failure to mark a private facility or obstruction before GPC commences GPC Activity, Customer is responsible for all damages and any loss or damage resulting from any such delay.
 - C. **Unforeseen Condition.** The estimated charges shown on Page 1 include no allowance for subsurface rock, wetland, underground stream, buried waste, unsuitable soil, underground obstruction, archeological artifact, burial ground, threatened or endangered species, hazardous substance, or similar condition ("Unforeseen Condition"). If GPC encounters an Unforeseen Condition in connection with any GPC Activity, GPC, in its sole discretion, may stop all GPC Activity until Customer either remedies the condition or agrees to reimburse all GPC costs arising from the condition. Customer is responsible for all costs of modification or change to GPC Assets requested by Customer or dictated by an Unforeseen Condition or circumstance outside GPC's control.
7. **GPC Asset Protection and Damage.** Throughout the Term, in the event of any work or digging near GPC Assets, Customer (or any person or entity working on Customer's behalf) must: (i) provide notices and locate requests to the Georgia Utilities Protection Center ("UPC") and other utility owners or operators as required by the then-current Dig Law; (ii) coordinate with the UPC and any utility facility owner/operator as required by the Dig Law; and (iii) comply with the High-voltage Safety Act (O.C.G.A. §§46-3-30 – 46-3-40). As between Customer and GPC, Customer is responsible for any damage arising from failure to comply with applicable law or for damage to GPC Assets caused by anyone other than GPC or a GPC contractor, agent, or representative.
8. **Pole Attachments.** Nothing in this Agreement conveys to Customer any right to attach or affix anything to any GPC Asset. Customer agrees that it will not, and will not permit others to, rearrange, disconnect, remove, relocate, repair, alter, tamper with, or otherwise interfere with any GPC Asset. If Customer desires to attach or affix anything to GPC Assets, Customer must first obtain GPC's written consent. Customer may call GPC Lighting and Smart Services business unit at 1-888-660-5890 to request consent.
9. **Interruption of Service.** Customer understands that Service is provided on an "as is" and "as available" basis and may be interrupted. If there is a Service interruption, Customer must notify GPC. Following notice, GPC will restore Service, at no cost to Customer. Customer may notify GPC by either calling 1-888-660-5890 or by reporting online at: <https://www.georgiapower.com/community/outages-and-stormcenter/power-outage-overview/street-light-outage.html>.
10. **Disclaimer; Damages.** GPC makes no covenant, warranty, or representation of any kind (including warranty of fitness for a particular purpose, merchantability, or non-infringement) regarding Service, GPC Assets, or any GPC Activity. Customer acknowledges that, due to the unique characteristics of the Premises, Customer's needs, or selection of GPC Assets, the Service may not follow IESNA guidelines. Customer waives any right to consequential, special, indirect, treble, exemplary, incidental, punitive, loss of business reputation, interruption of Service or loss of use (including loss of revenue, profits, or capital costs) damages in connection with the loss or interruption of Service, GPC Assets, or this Agreement, or arising from damage, hindrance, or delay involving the Service, GPC Assets, or this Agreement, whether or not reasonable, foreseeable, contemplated, or avoidable. To the extent GPC is liable under this Agreement, and to the extent allowed by applicable law, GPC's liability is expressly limited to: (i) with respect to the Service purchased by Customer, the annual amount paid by Customer for the Service; or (ii) with respect to any other liability, to proven direct damages in an amount not to exceed \$100.00. Customer is solely responsible for safety of the Premises; Customer agrees that GPC has no obligation to ensure safety of the Premises and that GPC has no liability for any personal injury, real or personal property damage or loss, or negative impact to Customer or any third party that occurs at the Premises.
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13. **Default.** Customer is in default if Customer: (i) does not pay the entire amount owed to GPC within 45 days after the due date; (ii) terminates this Agreement without proper notice and prior to the end of the then-current Term; or (iii) breaches any material term, warranty, covenant, or representation of this Agreement. GPC's waiver of a past or concurrent default will not waive any other default. If a default occurs, GPC may: (a) immediately terminate this Agreement; (b) remove any GPC Asset from the Premises; or (c) seek any available remedy provided by law, including the right to collect any past due amount, or any amount due for the Service during the remaining Term.
14. **Miscellaneous.** This Agreement contains the parties' entire agreement relating to the Service, GPC Assets, and GPC Activity and replaces any prior agreement, written or oral. Subject to applicable law, GPC may modify the terms of this Agreement by providing 30 days' prior written notice of such modification to Customer. If Customer uses the Service or makes any payment for the Service on or after the modification effective date, Customer accepts the modification. GPC's address for notice is 1790 Montreal Circle, Tucker, GA 30084-6801; Customer's address for notice is stated on Page 1. Either party may update administrative or contact information (e.g., address, phone, website) at any time by written notice to the other. Customer will not assign, in whole or in part, this Agreement or any right or obligation it has under this Agreement; any such assignment without GPC's prior written consent will be void and of no effect. In this Agreement: (i) "include(ing)" means "include, but are not limited to" or "including, without limitation"; (ii) "or" means "either or both" ("A or B" means "A or B or both A and B"); (iii) "e.g." means "for example, including, without limitation"; and (iv) "written" or "in writing" includes email communication. Georgia law governs this Agreement. If a court rules an Agreement provision unenforceable to any extent, the rest of that provision and all other provisions remain effective.

Lighting Services Agreement



Project # LP102150

Customer Legal Name MCDONOUGH CITY OF DBA Mary Childs @ Hattie Barnes
Service Address 10 Mary Childs McDonough GA 30253 County Henry County
Mailing Address 136 KEYS FERRY ST MCDONOUGH GA 30253
Email smorgan@mcdonoughga.org Tel # 404-503-5241 Alt Tel # _____
Tax ID# 0618 Business Description Municipal Lighting

Existing Customer Yes ☒ No ☐ If Yes (and if possible), does customer want the Service added to an existing account? Yes ☐ No ☒ If Yes, which Account Number? _____

Selected Components

Action	Qty	Wattage	Type	Description
INS	2	250	LED	Roadway

Service Cost (\$)	Regulated Cost (\$)*	Monthly Cost (\$)*	Term (Months)	1
\$61.42	\$22.58	\$84.00		

* The actual Regulated Cost will be calculated using the tariffs approved by Georgia Public Service Commission at the time of billing. The estimate is based on Summer Rates in effect at the time of this proposal. Excludes applicable sales tax.

Project Notes:

Install 2 new LED fixtures on existing poles at Mary Childs & Hattie Barnes intersection. Install required overhead conductor.

Customer agrees to this Lighting Services Agreement with Georgia Power Company under the attached terms and conditions and authorizes all actions noted on this agreement.

Customer also agrees to allow removal of existing lights. Yes ☐ N/A ☒

Type	Customer	Tariff	Content
NESC	Gov	EOL	NLC

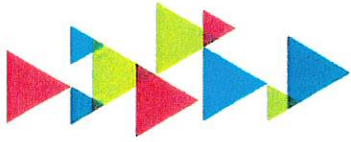
Pre-Payment (\$)
\$0.00

Customer recognizes that the individual signing this Agreement on its behalf has authority to do so.

Customer Authorization	Georgia Power Authorization
Signature:	Signature:
Print Name: Sandra Vincent	Print Name: Joe Cobb
Print Title: Mayor	Print Title: Account Exec
Date:	Date:

TERMS and CONDITIONS (*Lighting – Governmental Service*)

1. **Agreement Scope.** This Lighting Services Agreement ("Agreement") establishes the terms and conditions under which Georgia Power Company ("GPC") will provide lighting and related service (collectively, the "Service") to the customer identified on Page 1 ("Customer") at the Service Address shown on Page 1 (the "Premises"). GPC may install, update, modify, or replace any GPC-owned pole, base, wiring, conduit, fixture, control, equipment, device, or related item at the Premises (collectively, "GPC Assets") for any reason related to the Service or to use of GPC Assets.
2. **Term and Termination.** The initial Agreement term is stated on Page 1, calculated from the date of the first bill. After the initial term, this Agreement automatically renews on a month-to-month basis until terminated by either party by providing written notice of intent to terminate to the other party (in accordance with the notice provisions of the *Miscellaneous* section below) at least 30 days before the desired termination date. The initial term and any renewal term or terms are collectively the "Term."
3. **Intent and Title.** This Agreement governs GPC's provision of the Service to Customer and is not a sale, lease, or licensing of goods, equipment, property, or assets of any kind. GPC retains the sole and exclusive right, title, and interest in and to all GPC Assets. Customer acknowledges that GPC Assets, although attached to real property, always will remain the exclusive personal property of GPC and that GPC may remove GPC Assets upon Agreement termination. **GPC makes no representation or warranty regarding treatment of this transaction by the Internal Revenue Service or the status of this transaction under any federal or state tax law. Customer enters into this Agreement in sole reliance upon its own advisors.**
4. **Payment.** GPC will invoice Customer monthly for the Monthly Cost as described on Page 1. The Service Cost portion of the Monthly Cost will renew at the amount shown on Page 1, but the Regulated Cost portion will be determined by the applicable Georgia Public Service Commission-approved tariff at the time of billing. Customer agrees to pay the total amount billed in full by the invoice due date. If a balance is outstanding past the due date, Customer acknowledges that GPC may require Customer to pay a deposit of up to two times the Estimated Monthly Charge in order to continue Service. If applicable, Customer must provide a copy of its Georgia sales tax exemption certificate. Customer must pay costs associated with any Customer-initiated change to the Service after the date of this Agreement.
5. **Premises Activity.** Customer hereby grants to GPC and its contractors, agents, and representatives the right and license to enter the Premises at any time to perform any activity related to the Service or to GPC's use of the GPC Assets, including the right to access the Premises with vehicles, GPC Assets, or other tools or equipment, and to survey, dig, or excavate, in order to: (i) install and connect GPC Assets, provide Service, or provide or install any other service; (ii) inspect, maintain, test, replace, repair, disconnect, or remove GPC Assets; (iii) install additional equipment or devices on GPC Assets; or (iv) conduct any other activity reasonably related to the Service or GPC Assets (collectively, "GPC Activity"). Customer represents or warrants that it has the right to permit GPC to provide the Service and to perform the GPC Activity upon the Premises and, if applicable, has obtained express written authority and required permission from all Premises owners, and any other person or entity with rights in the Premises, to enter into this Agreement and to authorize the GPC Activity and the Service.
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City of McDonough
136 Keys Ferry St
McDonough, GA
RE: Brisendine Dr – Doris to Bridges

December 19, 2024

Dear Sirs,

Thank you for allowing Georgia Power to serve your energy and site lighting needs. We greatly appreciate the opportunity to earn your business every day.

Georgia Power Company proposes the following for your streetlighting installation for additional street lighting at the Hattie Barnes & Toby Springs intersection in McDonough, GA:

Scope of Work

- Install (1) new 35' wood poles & 200' of new overhead conductor
- Install (3) new 120 watt area fixtures
- Provide electricity required to operate the system at a reduced rate
- Provide all future required maintenance, up to and include fixture and/or system replacement at no additional cost**

Service Agreement:

Standard Governmental Service Agreement: 1-month term, automatically renews month to month after the initial term at the same monthly rate. Georgia Power retains ownership of the system. All materials, labor, energy & ongoing maintenance are included**.

Payment Options

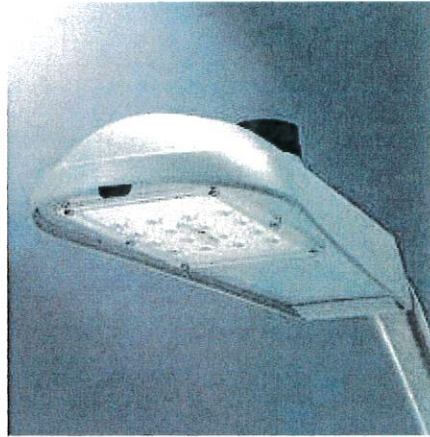
Prepayment = \$0
Monthly service fee = \$101.73

Prepayment = \$760.60
Monthly service fee = \$79.50

**Does not include damage by others



This installation will use the existing wood poles, one new wood pole, and the Cooper Lighting 'Archeon' fixtures below.



Please let me know if you have any questions and how you would like to proceed.
This proposal is valid for (30) days from the above date.

Sincerely,

Joe Cobb
Georgia Power Company
Lighting & Smart Services
770-550-2028
jocobb@southernco.com

Lighting Services Agreement



Project # LP102151

Customer Legal Name MCDONOUGH CITY OF DBA Roadway Floods - 155 & 81

Service Address 10 Highway 155 & 81 McDonough GA 30253 County Henry County

Mailing Address 136 KEYS FERRY ST MCDONOUGH GA 30253

Email smorgan@mcdonoughga.org Tel # 404-503-5241 Alt Tel # _____

Tax ID# 0618 Business Description Municipal Lighting

Existing Customer Yes ☒ No ☐ If Yes (and if possible), does customer want the Service added to an existing account? Yes ☐ No ☒ If Yes, which Account Number? _____

Selected Components				
Action	Qty	Wattage	Type	Description
INS	29	250	LED	Roadway

Service Cost (\$)	Regulated Cost (\$)*	Monthly Cost (\$)*	Term (Months)	
\$633.07	\$327.41	\$960.48	1	

* The actual Regulated Cost will be calculated using the tariffs approved by Georgia Public Service Commission at the time of billing. The estimate is based on Summer Rates in effect at the time of this proposal. Excludes applicable sales tax.

Project Notes:
Upgrade 29 existing high pressure sodium HID cobra & roadway flood fixtures along Highways 81 & 155. (155/Zack Hinton from Hwy 81 to I-75) (Hwy 81 from 155 to Lake Dow). Technology upgrade only.

Customer agrees to this Lighting Services Agreement with Georgia Power Company under the attached terms and conditions and authorizes all actions noted on this agreement.

Customer also agrees to allow removal of existing lights. Yes ☒ N/A ☐

Type	Customer	Tariff	Content	Pre-Payment (\$)
NESC	Gov	EOL	NLC	\$0.00

Customer recognizes that the individual signing this Agreement on its behalf has authority to do so.

Customer Authorization	Georgia Power Authorization
Signature:	Signature:
Print Name: Steve Morgan	Print Name: Joe Cobb
Print Title: City Administrator	Print Title: Account Exec
Date:	Date:

TERMS and CONDITIONS (*Lighting – Governmental Service*)

1. **Agreement Scope.** This Lighting Services Agreement ("Agreement") establishes the terms and conditions under which Georgia Power Company ("GPC") will provide lighting and related service (collectively, the "Service") to the customer identified on Page 1 ("Customer") at the Service Address shown on Page 1 (the "Premises"). GPC may install, update, modify, or replace any GPC-owned pole, base, wiring, conduit, fixture, control, equipment, device, or related item at the Premises (collectively, "GPC Assets") for any reason related to the Service or to use of GPC Assets.
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8. **Pole Attachments.** Nothing in this Agreement conveys to Customer any right to attach or affix anything to any GPC Asset. Customer agrees that it will not, and will not permit others to, rearrange, disconnect, remove, relocate, repair, alter, tamper with, or otherwise interfere with any GPC Asset. If Customer desires to attach or affix anything to GPC Assets, Customer must first obtain GPC's written consent. Customer may call GPC Lighting and Smart Services business unit at 1-888-660-5890 to request consent.
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10. **Disclaimer; Damages.** GPC makes no covenant, warranty, or representation of any kind (including warranty of fitness for a particular purpose, merchantability, or non-infringement) regarding Service, GPC Assets, or any GPC Activity. Customer acknowledges that, due to the unique characteristics of the Premises, Customer's needs, or selection of GPC Assets, the Service may not follow IESNA guidelines. Customer waives any right to consequential, special, indirect, treble, exemplary, incidental, punitive, loss of business reputation, interruption of Service or loss of use (including loss of revenue, profits, or capital costs) damages in connection with the loss or interruption of Service, GPC Assets, or this Agreement, or arising from damage, hindrance, or delay involving the Service, GPC Assets, or this Agreement, whether or not reasonable, foreseeable, contemplated, or avoidable. To the extent GPC is liable under this Agreement, and to the extent allowed by applicable law, GPC's liability is expressly limited to: (i) with respect to the Service purchased by Customer, the annual amount paid by Customer for the Service; or (ii) with respect to any other liability, to proven direct damages in an amount not to exceed \$100.00. Customer is solely responsible for safety of the Premises; Customer agrees that GPC has no obligation to ensure safety of the Premises and that GPC has no liability for any personal injury, real or personal property damage or loss, or negative impact to Customer or any third party that occurs at the Premises.
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12. **Georgia Security, Immigration, and Compliance Act.** Customer is a "public employer" as defined by O.C.G.A. § 13-10-91 and this is a contract for physical performance of services in Georgia. Compliance with O.C.G.A. § 13-10-91 is a condition of this Agreement and is mandatory. GPC will provide to Customer a contractor's affidavit for installation services as required by O.C.G.A. § 13-10-91. If GPC employs any subcontractor in connection with installation under this Agreement, GPC also will secure from each subcontractor an affidavit attesting to compliance with O.C.G.A. § 13-10-91.
13. **Default.** Customer is in default if Customer: (i) does not pay the entire amount owed to GPC within 45 days after the due date; (ii) terminates this Agreement without proper notice and prior to the end of the then-current Term; or (iii) breaches any material term, warranty, covenant, or representation of this Agreement. GPC's waiver of a past or concurrent default will not waive any other default. If a default occurs, GPC may: (a) immediately terminate this Agreement; (b) remove any GPC Asset from the Premises; or (c) seek any available remedy provided by law, including the right to collect any past due amount, or any amount due for the Service during the remaining Term.
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Lighting Services Agreement



Project # LP102148

Customer Legal Name MCDONOUGH CITY OF DBA River Birch Dr @ Leslie Ct
Service Address 10 River Birch Dr McDonough GA 30253 County Henry County
Mailing Address 136 KEYS FERRY ST MCDONOUGH GA 30253
Email smorgan@mcdonoughga.org Tel # 404-503-5241 Alt Tel # _____
Tax ID# 0618 Business Description Municipal Lighting

Existing Customer Yes ☒ No ☐ If Yes (and if possible), does customer want the Service added to an existing account? Yes ☐ No ☒ If Yes, which Account Number? _____

Selected Components

Action	Qty	Wattage	Type	Description
INS	1	120	LED	Roadway

Service Cost (\$)	Regulated Cost (\$)*	Monthly Cost (\$)*	Term (Months)	1
\$23.62	\$5.38	\$29.00		

* The actual Regulated Cost will be calculated using the tariffs approved by Georgia Public Service Commission at the time of billing. The estimate is based on Summer Rates in effect at the time of this proposal. Excludes applicable sales tax.

Project Notes:

Install new fixture at Leslie Ct. & River Birch Dr.

Customer agrees to this Lighting Services Agreement with Georgia Power Company under the attached terms and conditions and authorizes all actions noted on this agreement.

Customer also agrees to allow removal of existing lights. Yes ☐ N/A ☒

Type	Customer	Tariff	Content
NESC	Gov	EOL	NLC

Pre-Payment (\$)
\$0.00

Customer recognizes that the individual signing this Agreement on its behalf has authority to do so.

Customer Authorization	Georgia Power Authorization
Signature:	Signature:
Print Name: Sandra Vincent	Print Name: Joe Cobb
Print Title: Mayor	Print Title: Account Exec
Date:	Date:

TERMS and CONDITIONS (*Lighting – Governmental Service*)

1. **Agreement Scope.** This Lighting Services Agreement ("Agreement") establishes the terms and conditions under which Georgia Power Company ("GPC") will provide lighting and related service (collectively, the "Service") to the customer identified on Page 1 ("Customer") at the Service Address shown on Page 1 (the "Premises"). GPC may install, update, modify, or replace any GPC-owned pole, base, wiring, conduit, fixture, control, equipment, device, or related item at the Premises (collectively, "GPC Assets") for any reason related to the Service or to use of GPC Assets.
2. **Term and Termination.** The initial Agreement term is stated on Page 1, calculated from the date of the first bill. After the initial term, this Agreement automatically renews on a month-to-month basis until terminated by either party by providing written notice of intent to terminate to the other party (in accordance with the notice provisions of the *Miscellaneous* section below) at least 30 days before the desired termination date. The initial term and any renewal term or terms are collectively the "Term."
3. **Intent and Title.** This Agreement governs GPC's provision of the Service to Customer and is not a sale, lease, or licensing of goods, equipment, property, or assets of any kind. GPC retains the sole and exclusive right, title, and interest in and to all GPC Assets. Customer acknowledges that GPC Assets, although attached to real property, always will remain the exclusive personal property of GPC and that GPC may remove GPC Assets upon Agreement termination. **GPC makes no representation or warranty regarding treatment of this transaction by the Internal Revenue Service or the status of this transaction under any federal or state tax law. Customer enters into this Agreement in sole reliance upon its own advisors.**
4. **Payment.** GPC will invoice Customer monthly for the Monthly Cost as described on Page 1. The Service Cost portion of the Monthly Cost will renew at the amount shown on Page 1, but the Regulated Cost portion will be determined by the applicable Georgia Public Service Commission-approved tariff at the time of billing. Customer agrees to pay the total amount billed in full by the invoice due date. If a balance is outstanding past the due date, Customer acknowledges that GPC may require Customer to pay a deposit of up to two times the Estimated Monthly Charge in order to continue Service. If applicable, Customer must provide a copy of its Georgia sales tax exemption certificate. Customer must pay costs associated with any Customer-initiated change to the Service after the date of this Agreement.
5. **Premises Activity.** Customer hereby grants to GPC and its contractors, agents, and representatives the right and license to enter the Premises at any time to perform any activity related to the Service or to GPC's use of the GPC Assets, including the right to access the Premises with vehicles, GPC Assets, or other tools or equipment, and to survey, dig, or excavate, in order to: (i) install and connect GPC Assets, provide Service, or provide or install any other service; (ii) inspect, maintain, test, replace, repair, disconnect, or remove GPC Assets; (iii) install additional equipment or devices on GPC Assets; or (iv) conduct any other activity reasonably related to the Service or GPC Assets (collectively, "GPC Activity"). Customer represents or warrants that it has the right to permit GPC to provide the Service and to perform the GPC Activity upon the Premises and, if applicable, has obtained express written authority and required permission from all Premises owners, and any other person or entity with rights in the Premises, to enter into this Agreement and to authorize the GPC Activity and the Service.
6. **Installation and Underground Work.** Customer recognizes that the Service requires installation of GPC Assets. Customer warrants or covenants that: (i) the Premises' final grade will vary no more than six inches from the grade existing at the time of installation; and (ii) if applicable and required for proper installation, Premises property lines will be clearly marked before installation.
 - A. **Customer Work.** If GPC, upon Customer's request, allows Customer, itself or through a third party, to perform any activity related to installation of GPC Assets (including trenching), Customer warrants or covenants that the work will meet GPC's installation specifications (which GPC will provide to Customer and which are incorporated by this reference). Customer must provide GPC at least 10 days' prior written notice of its schedule for the work, so that GPC can schedule GPC's installation work promptly thereafter. Customer will be responsible for any additional costs arising from non-compliance with GPC's specifications, Customer's failure to complete Customer's work by the agreed completion date, or failure to provide GPC timely notice of any schedule change.
 - B. **Underground Facility/Obstruction Not Subject to Dig Law.** Because GPC Activity may require excavation not subject to the Georgia Utility Facility Protection Act (O.C.G.A. §§25-9-1 – 25-9-13) ("Dig Law"), Customer must mark any private utility or facility (e.g., gas/water/sewer line; irrigation facility; fiber/data/communication line) or other underground obstruction at the Premises that is not subject to the Dig Law. If GPC causes or incurs damage due to Customer's failure to mark a private facility or obstruction before GPC commences GPC Activity, Customer is responsible for all damages and any loss or damage resulting from any such delay.
 - C. **Unforeseen Condition.** The estimated charges shown on Page 1 include no allowance for subsurface rock, wetland, underground stream, buried waste, unsuitable soil, underground obstruction, archeological artifact, burial ground, threatened or endangered species, hazardous substance, or similar condition ("Unforeseen Condition"). If GPC encounters an Unforeseen Condition in connection with any GPC Activity, GPC, in its sole discretion, may stop all GPC Activity until Customer either remedies the condition or agrees to reimburse all GPC costs arising from the condition. Customer is responsible for all costs of modification or change to GPC Assets requested by Customer or dictated by an Unforeseen Condition or circumstance outside GPC's control.
7. **GPC Asset Protection and Damage.** Throughout the Term, in the event of any work or digging near GPC Assets, Customer (or any person or entity working on Customer's behalf) must: (i) provide notices and locate requests to the Georgia Utilities Protection Center ("UPC") and other utility owners or operators as required by the then-current Dig Law; (ii) coordinate with the UPC and any utility facility owner/operator as required by the Dig Law; and (iii) comply with the High-voltage Safety Act (O.C.G.A. §§46-3-30 -- 46-3-40). As between Customer and GPC, Customer is responsible for any damage arising from failure to comply with applicable law or for damage to GPC Assets caused by anyone other than GPC or a GPC contractor, agent, or representative.
8. **Pole Attachments.** Nothing in this Agreement conveys to Customer any right to attach or affix anything to any GPC Asset. Customer agrees that it will not, and will not permit others to, rearrange, disconnect, remove, relocate, repair, alter, tamper with, or otherwise interfere with any GPC Asset. If Customer desires to attach or affix anything to GPC Assets, Customer must first obtain GPC's written consent. Customer may call GPC Lighting and Smart Services business unit at 1-888-660-5890 to request consent.
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City of McDonough
136 Keys Ferry St
McDonough, GA
RE: Hattie Barnes & Toby Springs

December 19, 2024

Dear Sirs,

Thank you for allowing Georgia Power to serve your energy and site lighting needs. We greatly appreciate the opportunity to earn your business every day.

Georgia Power Company proposes the following for your streetlighting installation for additional street lighting at the Hattie Barnes & Toby Springs intersection in McDonough, GA:

Scope of Work

- Install (2) new 35' wood poles & 280' of new overhead conductor
- Install (3) new 120 watt area fixtures
- Provide electricity required to operate the system at a reduced rate
- Provide all future required maintenance, up to and include fixture and/or system replacement at no additional cost**

Service Agreement:

Standard Governmental Service Agreement: 1-month term, automatically renews month to month after the initial term at the same monthly rate. Georgia Power retains ownership of the system. All materials, labor, energy & ongoing maintenance are included**.

Payment Options

Prepayment = \$0
Monthly service fee = \$119.16

Prepayment = \$1,571.60
Monthly service fee = \$82.80

**Does not include damage by others



This installation will use the existing wood poles, one new wood pole, and the Cooper Lighting 'Archeon' fixtures below.



Please let me know if you have any questions and how you would like to proceed.
This proposal is valid for (30) days from the above date.

Sincerely,

Joe Cobb
Georgia Power Company
Lighting & Smart Services
770-550-2028
jocobb@southernco.com

Lighting Services Agreement



Project # LP102160

Customer Legal Name MCDONOUGH CITY OF DBA _____
Service Address 0 LAFAYETTE SQ MCDONOUGH GA 30253 County Henry - GA
Mailing Address 136 KEYS FERRY ST MCDONOUGH GA 30253
Email smorgan@mcdonoughga.org Tel # 404-503-5241 Alt Tel # _____
Tax ID# 0618 Business Description Municipal Lighting

Existing Customer Yes ☒ No ☐ If Yes (and if possible), does customer want the Service added to an existing account? Yes ☐ No ☒ If Yes, which Account Number? _____

Selected Components

Action	Qty	Wattage	Type	Description
INS	13	70	LED	Post Top

Service Cost (\$)	Regulated Cost (\$)*	Monthly Cost (\$)*	Term (Months)	
\$253.63	\$40.82	\$294.45	1	

* The actual Regulated Cost will be calculated using the tariffs approved by Georgia Public Service Commission at the time of billing. The estimate is based on Summer Rates in effect at the time of this proposal. Excludes applicable sales tax.

Project Notes:

Upgrade 13 existing HID fixtures to new LED fixtures. Technology upgrade only.

Customer agrees to this Lighting Services Agreement with Georgia Power Company under the attached terms and conditions and authorizes all actions noted on this agreement.

Customer also agrees to allow removal of existing lights. Yes ☒ N/A ☐

Type	Customer	Tariff	Content
NESC	Gov	EOL	NLC

Pre-Payment (\$)
\$0.00

Customer recognizes that the individual signing this Agreement on its behalf has authority to do so.

Customer Authorization	Georgia Power Authorization
Signature:	Signature:
Print Name: Steve Morgan	Print Name: Joe Cobb
Print Title: City Administrator	Print Title: Account Exec
Date:	Date:

TERMS and CONDITIONS (*Lighting – Governmental Service*)

1. **Agreement Scope.** This Lighting Services Agreement ("Agreement") establishes the terms and conditions under which Georgia Power Company ("GPC") will provide lighting and related service (collectively, the "Service") to the customer identified on Page 1 ("Customer") at the Service Address shown on Page 1 (the "Premises"). GPC may install, update, modify, or replace any GPC-owned pole, base, wiring, conduit, fixture, control, equipment, device, or related item at the Premises (collectively, "GPC Assets") for any reason related to the Service or to use of GPC Assets.
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City of McDonough
136 Keys Ferry St
McDonough, GA
RE: Turner St. @ N. Zack Hinton

December 19, 2024

Dear Sirs,

Thank you for allowing Georgia Power to serve your energy and site lighting needs. We greatly appreciate the opportunity to earn your business every day.

Georgia Power Company proposes the following for your streetlighting installation at the Turner Street & N. Zack Hinton Pkwy intersection in McDonough, GA:

Scope of Work

- Install (1) new 35' wood poles & 280' of new overhead conductor
- Install (2) new 120 watt area fixtures
- Provide electricity required to operate the system at a reduced rate
- Provide all future required maintenance, up to and include fixture and/or system replacement at no additional cost**

Service Agreement:

Standard Governmental Service Agreement: 1-month term, automatically renews month to month after the initial term at the same monthly rate. Georgia Power retains ownership of the system. All materials, labor, energy & ongoing maintenance are included**.

Payment Options

Prepayment = \$0
Monthly service fee = \$73.64

Prepayment = \$777.40
Monthly service fee = \$54.10

**Does not include damage by others



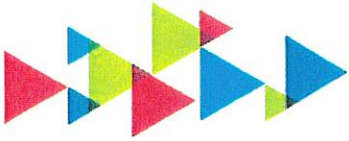
This installation will use the existing wood poles, one new wood pole, and the Cooper Lighting 'Archeon' fixtures below.



Please let me know if you have any questions and how you would like to proceed.
This proposal is valid for (30) days from the above date.

Sincerely,

Joe Cobb
Georgia Power Company
Lighting & Smart Services
770-550-2028
jocobb@southernco.com



City of McDonough
136 Keys Ferry St
McDonough, GA
RE: Iris Lake Village – Entry Lighting Upgrade

December 19, 2024

Dear Sirs,

Thank you for allowing Georgia Power to serve your energy and site lighting needs. We greatly appreciate the opportunity to earn your business every day.

Georgia Power Company proposes the following for your streetlighting upgrade at the entrance to Iris Lake Village in McDonough, GA:

Scope of Work

- Remove (1) existing 16' pole & 70 watt post top fixture
 - Currently billing at ~ \$25.79/month
- Install (1) new 35' bronze, direct bury aluminum pole
- Install (1) new 120 watt area fixture
- Provide electricity required to operate the system at a reduced rate
- Provide all future required maintenance, up to and include fixture and/or system replacement at no additional cost**

Service Agreement:

Standard Governmental Service Agreement: 1-month term, automatically renews month to month after the initial term at the same monthly rate. Georgia Power retains ownership of the system. All materials, labor, energy & ongoing maintenance are included**.

Payment Options

Prepayment = \$0
Monthly service fee = \$79.48

Prepayment = \$1,315.20
Monthly service fee = \$42.31

**Does not include damage by others



This installation will use a 35' bronze aluminum direct bury tapered pole with 1 Cooper Lighting 'Archeon' fixture, similar to the image below.



Please let me know if you have any questions and how you would like to proceed.
This proposal is valid for (30) days from the above date.

Sincerely,

Joe Cobb
Georgia Power Company
Lighting & Smart Services
770-550-2028
jocobb@southernco.com

**Does not include damage by others

Lighting Services Agreement



Project # LP102153

Customer Legal Name MCDONOUGH CITY OF DBA Tussahaw Upgrade
Service Address 10 Tussahaw Way McDonough GA 30253 County Henry County
Mailing Address 136 KEYS FERRY ST MCDONOUGH GA 30253
Email smorgan@mcdonoughga.org Tel # 404-503-5241 Alt Tel # _____
Tax ID# 0618 Business Description Municipal Lighting

Existing Customer Yes ☒ No ☐ If Yes (and if possible), does customer want the Service added to an existing account? Yes ☐ No ☒ If Yes, which Account Number? _____

Selected Components				
Action	Qty	Wattage	Type	Description
INS	17	70	LED	Post Top

Service Cost (\$)	Regulated Cost (\$)*	Monthly Cost (\$)*	Term (Months)	1
\$325.38	\$53.38	\$378.76		

* The actual Regulated Cost will be calculated using the tariffs approved by Georgia Public Service Commission at the time of billing. The estimate is based on Summer Rates in effect at the time of this proposal. Excludes applicable sales tax.

Project Notes:

Upgrade 17 fixtures existing fixtures along Tussahaw to new LED fixtures. Technology upgrade only.

Customer agrees to this Lighting Services Agreement with Georgia Power Company under the attached terms and conditions and authorizes all actions noted on this agreement.

Customer also agrees to allow removal of existing lights. Yes ☒ N/A ☐

Type	Customer	Tariff	Content
NESC	Gov	EOL	NLC

Pre-Payment (\$)
\$0.00

Customer recognizes that the individual signing this Agreement on its behalf has authority to do so.

Customer Authorization	Georgia Power Authorization
Signature:	Signature:
Print Name: Steve Morgan	Print Name: Joe Cobb
Print Title: City Administrator	Print Title: Account Exec
Date:	Date:

TERMS and CONDITIONS (*Lighting – Governmental Service*)

1. **Agreement Scope.** This Lighting Services Agreement ("Agreement") establishes the terms and conditions under which Georgia Power Company ("GPC") will provide lighting and related service (collectively, the "Service") to the customer identified on Page 1 ("Customer") at the Service Address shown on Page 1 (the "Premises"). GPC may install, update, modify, or replace any GPC-owned pole, base, wiring, conduit, fixture, control, equipment, device, or related item at the Premises (collectively, "GPC Assets") for any reason related to the Service or to use of GPC Assets.
2. **Term and Termination.** The initial Agreement term is stated on Page 1, calculated from the date of the first bill. After the initial term, this Agreement automatically renews on a month-to-month basis until terminated by either party by providing written notice of intent to terminate to the other party (in accordance with the notice provisions of the *Miscellaneous* section below) at least 30 days before the desired termination date. The initial term and any renewal term or terms are collectively the "Term."
3. **Intent and Title.** This Agreement governs GPC's provision of the Service to Customer and is not a sale, lease, or licensing of goods, equipment, property, or assets of any kind. GPC retains the sole and exclusive right, title, and interest in and to all GPC Assets. Customer acknowledges that GPC Assets, although attached to real property, always will remain the exclusive personal property of GPC and that GPC may remove GPC Assets upon Agreement termination. **GPC makes no representation or warranty regarding treatment of this transaction by the Internal Revenue Service or the status of this transaction under any federal or state tax law. Customer enters into this Agreement in sole reliance upon its own advisors.**
4. **Payment.** GPC will invoice Customer monthly for the Monthly Cost as described on Page 1. The Service Cost portion of the Monthly Cost will renew at the amount shown on Page 1, but the Regulated Cost portion will be determined by the applicable Georgia Public Service Commission-approved tariff at the time of billing. Customer agrees to pay the total amount billed in full by the invoice due date. If a balance is outstanding past the due date, Customer acknowledges that GPC may require Customer to pay a deposit of up to two times the Estimated Monthly Charge in order to continue Service. If applicable, Customer must provide a copy of its Georgia sales tax exemption certificate. Customer must pay costs associated with any Customer-initiated change to the Service after the date of this Agreement.
5. **Premises Activity.** Customer hereby grants to GPC and its contractors, agents, and representatives the right and license to enter the Premises at any time to perform any activity related to the Service or to GPC's use of the GPC Assets, including the right to access the Premises with vehicles, GPC Assets, or other tools or equipment, and to survey, dig, or excavate, in order to: (i) install and connect GPC Assets, provide Service, or provide or install any other service; (ii) inspect, maintain, test, replace, repair, disconnect, or remove GPC Assets; (iii) install additional equipment or devices on GPC Assets; or (iv) conduct any other activity reasonably related to the Service or GPC Assets (collectively, "GPC Activity"). Customer represents or warrants that it has the right to permit GPC to provide the Service and to perform the GPC Activity upon the Premises and, if applicable, has obtained express written authority and required permission from all Premises owners, and any other person or entity with rights in the Premises, to enter into this Agreement and to authorize the GPC Activity and the Service.
6. **Installation and Underground Work.** Customer recognizes that the Service requires installation of GPC Assets. Customer warrants or covenants that: (i) the Premises' final grade will vary no more than six inches from the grade existing at the time of installation; and (ii) if applicable and required for proper installation, Premises property lines will be clearly marked before installation.
 - A. **Customer Work.** If GPC, upon Customer's request, allows Customer, itself or through a third party, to perform any activity related to installation of GPC Assets (including trenching), Customer warrants or covenants that the work will meet GPC's installation specifications (which GPC will provide to Customer and which are incorporated by this reference). Customer must provide GPC at least 10 days' prior written notice of its schedule for the work, so that GPC can schedule GPC's installation work promptly thereafter. Customer will be responsible for any additional costs arising from non-compliance with GPC's specifications, Customer's failure to complete Customer's work by the agreed completion date, or failure to provide GPC timely notice of any schedule change.
 - B. **Underground Facility/Obstruction Not Subject to Dig Law.** Because GPC Activity may require excavation not subject to the Georgia Utility Facility Protection Act (O.C.G.A. §§25-9-1 – 25-9-13) ("Dig Law"), Customer must mark any private utility or facility (e.g., gas/water/sewer line; irrigation facility; fiber/data/communication line) or other underground obstruction at the Premises that is not subject to the Dig Law. If GPC causes or incurs damage due to Customer's failure to mark a private facility or obstruction before GPC commences GPC Activity, Customer is responsible for all damages and any loss or damage resulting from any such delay.
 - C. **Unforeseen Condition.** The estimated charges shown on Page 1 include no allowance for subsurface rock, wetland, underground stream, buried waste, unsuitable soil, underground obstruction, archeological artifact, burial ground, threatened or endangered species, hazardous substance, or similar condition ("Unforeseen Condition"). If GPC encounters an Unforeseen Condition in connection with any GPC Activity, GPC, in its sole discretion, may stop all GPC Activity until Customer either remedies the condition or agrees to reimburse all GPC costs arising from the condition. Customer is responsible for all costs of modification or change to GPC Assets requested by Customer or dictated by an Unforeseen Condition or circumstance outside GPC's control.
7. **GPC Asset Protection and Damage.** Throughout the Term, in the event of any work or digging near GPC Assets, Customer (or any person or entity working on Customer's behalf) must: (i) provide notices and locate requests to the Georgia Utilities Protection Center ("UPC") and other utility owners or operators as required by the then-current Dig Law; (ii) coordinate with the UPC and any utility facility owner/operator as required by the Dig Law; and (iii) comply with the High-voltage Safety Act (O.C.G.A. §§46-3-30 – 46-3-40). As between Customer and GPC, Customer is responsible for any damage arising from failure to comply with applicable law or for damage to GPC Assets caused by anyone other than GPC or a GPC contractor, agent, or representative.
8. **Pole Attachments.** Nothing in this Agreement conveys to Customer any right to attach or affix anything to any GPC Asset. Customer agrees that it will not, and will not permit others to, rearrange, disconnect, remove, relocate, repair, alter, tamper with, or otherwise interfere with any GPC Asset. If Customer desires to attach or affix anything to GPC Assets, Customer must first obtain GPC's written consent. Customer may call GPC Lighting and Smart Services business unit at 1-888-660-5890 to request consent.
9. **Interruption of Service.** Customer understands that Service is provided on an "as is" and "as available" basis and may be interrupted. If there is a Service interruption, Customer must notify GPC. Following notice, GPC will restore Service, at no cost to Customer. Customer may notify GPC by either calling 1-888-660-5890 or by reporting online at: <https://www.georgiapower.com/community/outages-and-stormcenter/power-outage-overview/street-light-outage.html>.
10. **Disclaimer; Damages.** GPC makes no covenant, warranty, or representation of any kind (including warranty of fitness for a particular purpose, merchantability, or non-infringement) regarding Service, GPC Assets, or any GPC Activity. Customer acknowledges that, due to the unique characteristics of the Premises, Customer's needs, or selection of GPC Assets, the Service may not follow IESNA guidelines. **Customer waives any right to consequential, special, indirect, treble, exemplary, incidental, punitive, loss of business reputation, interruption of Service or loss of use (including loss of revenue, profits, or capital costs) damages in connection with the loss or interruption of Service, GPC Assets, or this Agreement, or arising from damage, hindrance, or delay involving the Service, GPC Assets, or this Agreement, whether or not reasonable, foreseeable, contemplated, or avoidable.** To the extent GPC is liable under this Agreement, and to the extent allowed by applicable law, GPC's liability is expressly limited to: (i) with respect to the Service purchased by Customer, the annual amount paid by Customer for the Service; or (ii) with respect to any other liability, to proven direct damages in an amount not to exceed \$100.00. Customer is solely responsible for safety of the Premises; Customer agrees that GPC has no obligation to ensure safety of the Premises and that GPC has no liability for any personal injury, real or personal property damage or loss, or negative impact to Customer or any third party that occurs at the Premises.
11. **Risk Allocation.** Each party will be responsible for its own acts and the results of its acts, except as otherwise described in this Agreement.
12. **Georgia Security, Immigration, and Compliance Act.** Customer is a "public employer" as defined by O.C.G.A. § 13-10-91 and this is a contract for physical performance of services in Georgia. Compliance with O.C.G.A. § 13-10-91 is a condition of this Agreement and is mandatory. GPC will provide to Customer a contractor's affidavit for installation services as required by O.C.G.A. § 13-10-91. If GPC employs any subcontractor in connection with installation under this Agreement, GPC also will secure from each subcontractor an affidavit attesting to compliance with O.C.G.A. § 13-10-91.
13. **Default.** Customer is in default if Customer: (i) does not pay the entire amount owed to GPC within 45 days after the due date; (ii) terminates this Agreement without proper notice and prior to the end of the then-current Term; or (iii) breaches any material term, warranty, covenant, or representation of this Agreement. GPC's waiver of a past or concurrent default will not waive any other default. If a default occurs, GPC may: (a) immediately terminate this Agreement; (b) remove any GPC Asset from the Premises; or (c) seek any available remedy provided by law, including the right to collect any past due amount, or any amount due for the Service during the remaining Term.
14. **Miscellaneous.** This Agreement contains the parties' entire agreement relating to the Service, GPC Assets, and GPC Activity and replaces any prior agreement, written or oral. Subject to applicable law, GPC may modify the terms of this Agreement by providing 30 days' prior written notice of such modification to Customer. If Customer uses the Service or makes any payment for the Service on or after the modification effective date, Customer accepts the modification. GPC's address for notice is 1790 Montreal Circle, Tucker, GA 30084-6801; Customer's address for notice is stated on Page 1. Either party may update administrative or contact information (e.g., address, phone, website) at any time by written notice to the other. Customer will not assign, in whole or in part, this Agreement or any right or obligation it has under this Agreement; any such assignment without GPC's prior written consent will be void and of no effect. In this Agreement: (i) "include(ing)" means "include, but are not limited to" or "including, without limitation"; (ii) "or" means "either or both" ("A or B" means "A or B or both A and B"); (iii) "e.g." means "for example, including, without limitation"; and (iv) "written" or "in writing" includes email communication. Georgia law governs this Agreement. If a court rules an Agreement provision unenforceable to any extent, the rest of that provision and all other provisions remain effective.



AGENDA ITEM SUMMARY
January 2, 2025, Organizational City Council Meeting
Item Number: 13

Presented by: City Administrator, Steve Morgan

Public Works – Highways & Streets

ITEM SUMMARY:

Request for approval to authorize the installation of power and EV chargers through the Georgia Power Make Ready Program at the locations of 305 Racetrack Road; Richard Craig Park; 41 Hampton Street; and 1059 Industrial Parkway

SPECIAL CONSIDERATIONS OR CONCERNS:

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

FUNDING SOURCE:

ATTACHMENTS:

OTHER DEPARTMENTAL REVIEW NEEDED:

☐ Yes

☒ No



Dec-13 2024

Project Information: GTETRE1557397452, HENRY CO BD OF COMM

Georgia Power Electric Transportation Make Ready Program Customer Proposal Acceptance Letter

Georgia Power has accepted your application ("Application") for funding assistance through the Make Ready Program as approved by the Georgia Public Service 2022 Rate Case order in Docket #44280. Acceptance of your application is not a guarantee from Georgia Power that funds are available for your project. Qualified projects are funded through the Make Ready Program on a first-come, first-serve basis and available funding is limited.

Subject to Make Ready Program funding availability, Georgia Power will invest in charging system infrastructure at your facility as defined in your Application. Georgia Power will own and maintain the charging infrastructure to support the chargers you select. You will then own, operate, and maintain the chargers to best suit the needs of your facility.

Attached is a copy of the site plan design for your facility located at (the "Property"):

1201 CEDAR ST
MCDONOUGH, GA 30253

An approved installer from Georgia Power's network will complete the installation of the Georgia Power owned infrastructure. You understand that the installation of the chargers is not a function of the Make Ready Program and will be done at your cost.

By signing this letter agreement, you agree to the ET Make Ready Infrastructure Program Terms and Conditions ("Terms and Conditions") and acknowledge and agree that:

- Funding is limited and available on a first-come, first-serve basis;
- The chargers will be public-facing or used for the electrification of a public fleet (as such term is defined by the Georgia Public Service Commission);
- Public-facing chargers will be added to a public data source for locating chargers (such as, but not limited to, PlugShare)
- The site plan is acceptable;
- Georgia Power and its contractors have the right to access the Property to perform any activity related to the Make Ready Program, including, without limitation, periodic maintenance and repairs of Georgia Power's charging infrastructure;
- If Georgia Power determines that a recorded easement is necessary or appropriate in connection with the installation and/or maintenance, you agree to work with Georgia Power in good faith to execute and deliver such easement for recording;
- You are ready to move forward with the installation of the charging infrastructure and will purchase the chargers within 60 days upon confirmation that funding is available.

Notwithstanding the foregoing, if an Order or other directive of the Georgia Public Service Commission, or other applicable law or regulation, changes the Make Ready Program in a manner that disqualifies your project, Georgia Power may withdraw its acceptance of your application upon notice to you.

Once this signed letter agreement is received by Georgia Power, Georgia Power will confirm whether funding is available, and if so, Georgia Power will schedule an onsite preconstruction meeting with necessary parties to determine the project schedule and plan.

Authorized and Agreed:

Signature

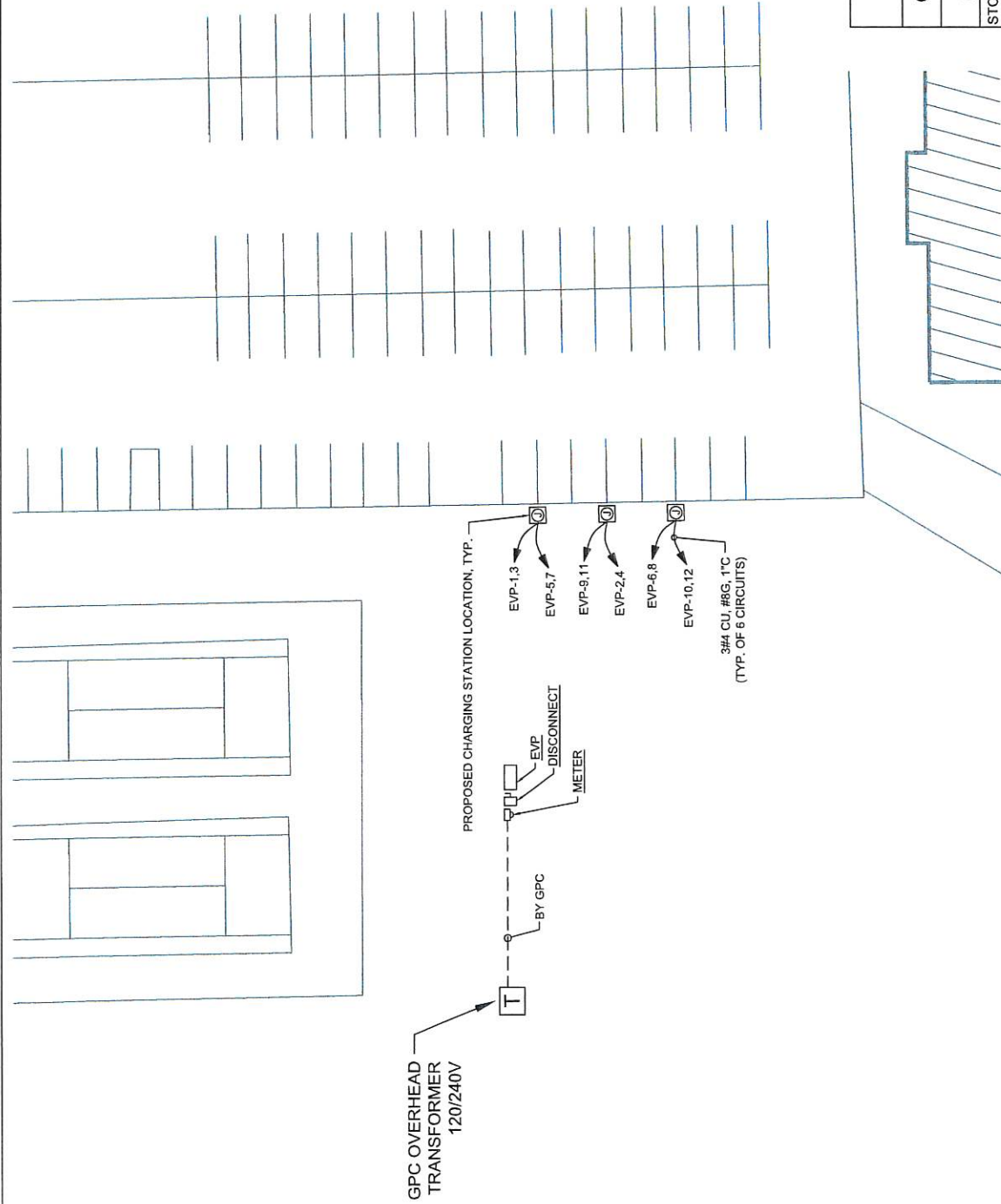
Date

Printed Name

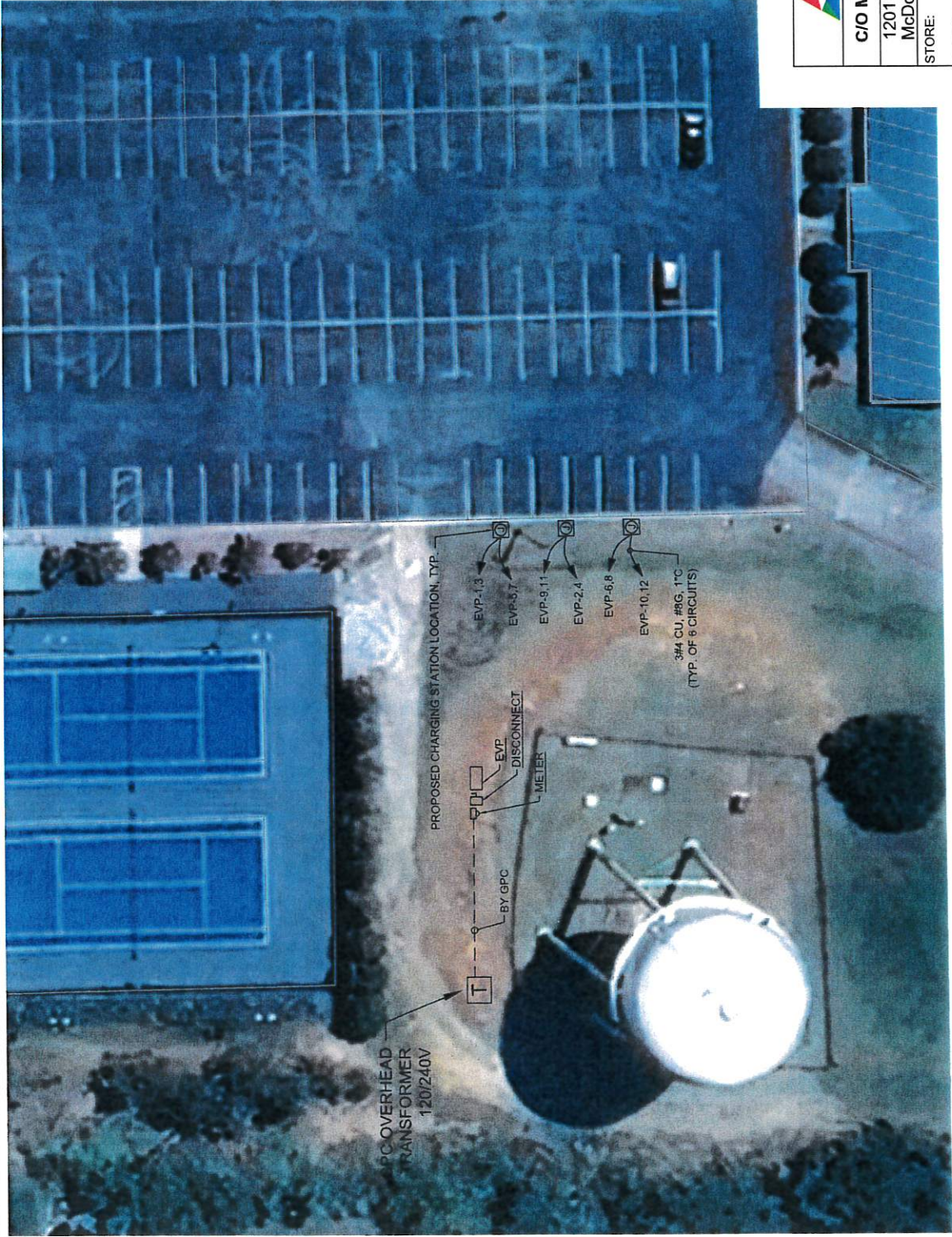
Email

Title

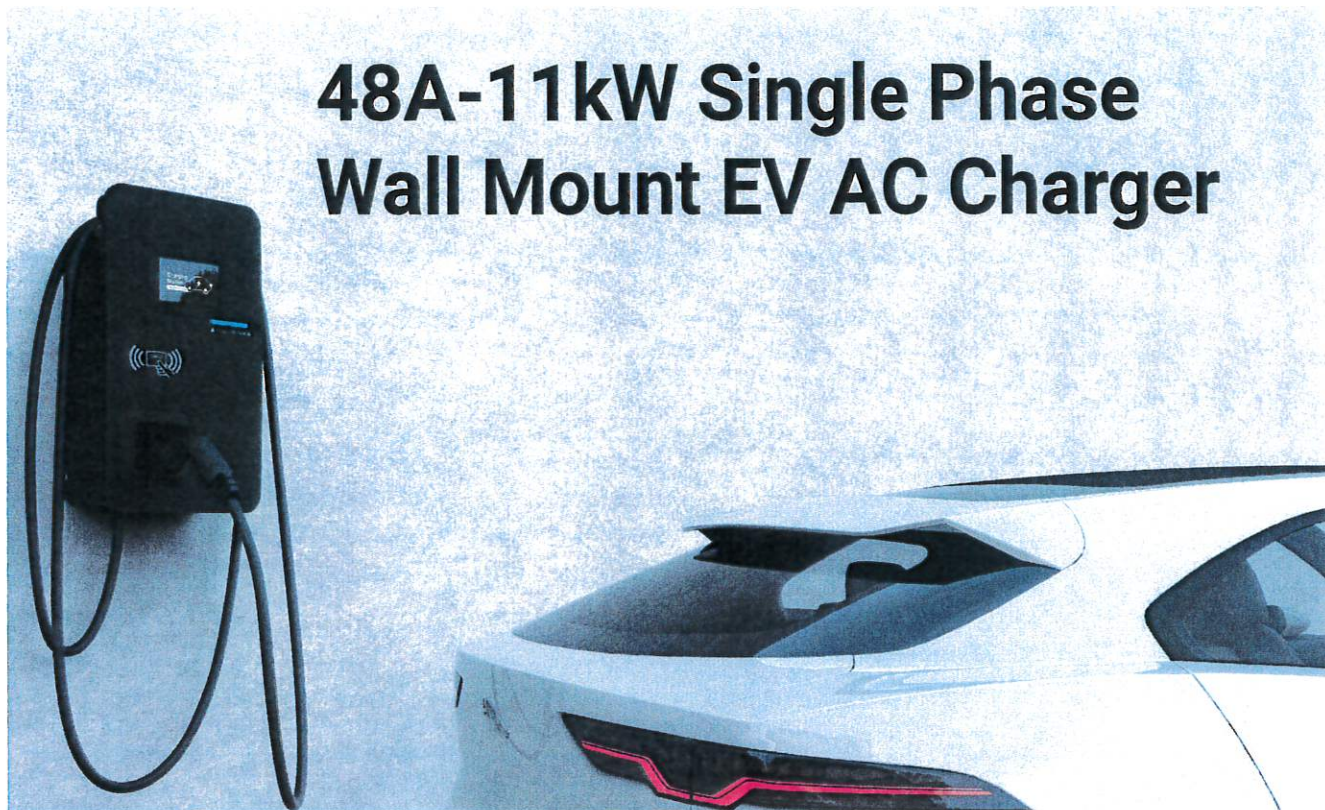
Phone



 Georgia Power Electric Transportation		C/O McDONOUGH - RICHARD CRAIG	
1201 Cedar St McDonough, GA 30253		STORE #	VISION #
STORE: STORE NAME		GTETRE1557397452	DWO #:
Scale:	NONE	Drawn by:	QC
Drawn:	XXXX/2024	CHECK by:	QC
		Ref. #:	



		Georgia Power	
		Electric Transportation	
C/O McDONOUGH - RICHARD CRAIG			
1201 Cedar St McDonough, GA 30253		VISION #	
STORE:	STORE #	STORE NAME	GTETRE1557397452
Scale:	NONE	Drawn by:	DWO #:
Drawn:	XXXX/2024	CHECK by:	Ref. #:



For information on the optional charging pedestal, please refer to the accessory section.

Applications

- Parking Garages
- Commercial Fleet Operators
- EV Infrastructure Operators and Service Providers
- EV Dealer Workshops

Features

-  Residential and Commercial EV Charging
-  Wired/Wireless Connection for Central Management System
-  Support for RFID Card and QR Code for User Authentication and Management
-  Input: 200Vac~240Vac
-  Modern, Ergonomic and Custom Design
-  Optional 5-inch LCD Display
-  IP56/NEMA 4 Rated for Indoor/Outdoor Applications
-  Charging Interface: SAE J1772 (Type 1)/IEC 62196-2 (Type 2)
-  OCPP 1.6 JSON (Upgradeable to 2.0)
-  ISO 15118 Protocol
-  Local Load Management, Making the Field Power Configuration Planning of Charging Stations More Flexible
-  Over the Air Technology

Model Name		AX48 Series
Safety		UL/cULus (North America)
Picture		
Power Specification		
AC Input	Input Rating	Single-Phase: 200~240Vac
	AC Input Connection	L1/L2/GND or L/N/PE
	Input Current	48A
	Frequency	50Hz/60Hz
AC Output	Output Current	48A
	Output Power	11.5kW (240Vac*48A)
User Interface & Control		
Display		LED Pilot Lamp (standard), 5-inch LCD (Optional)
User Authentication		RFID (ISO/IEC 14443A/B, ISO/IEC 15693, FeliCa™, MIFARE), ISO 15118
Meter		Meter IC (1% Accuracy)
Communication		
External		LAN+WiFi (Standard) or LAN+4G+WiFi (Optional)
Internal		OCPP 1.6 JSON (Upgradeable to 2.0) EEBUS (Support in 2022)
Environmental		
Operating Temperature		-30°C ~ +50°C (-22°F ~ +122°F) Standard
Humidity		< 85% (RH) @50°C (+122°F)
Altitude		≤ 2000m (6562ft)
Enclosure Protection (IK/IP Level)		NEMA TYPE 4
Cooling Method		Natural Cooling
Mechanical		
Dimension(WxDxH)		295mm x 158mm x 505mm (11.61in x 6.22in x 19.88in)
Weight		<7kg (15.43lbs) with Socket; <10kg (22lbs) With Cable
Cable Length		5m (16.4ft) 7.5m (24.6ft) with Optional Cable Management
Protection		
RCD/CCID		CCID 20
Input Side		UVP, OVP, Surge Protection, Ground Fault
Output Side		OCP, Control Pilot Fault, Residual Current Protection
Protocol		OTP, Relay Welding Detection, CCID Self-Test, MCU Function Fault Detection
Regulation		
Certification		UL2594, UL2231-1/-2, CTEP, EnergyStar™
Wireless Certification		FCC/IC
Charging Interface		SAEJ1772 Type 1 Plug

Release for Construction Agreement

Underground Electrical Service

Version 1.8 (9/28/15)

Georgia Power Company

To release City of McDonough, 125 S. Zack Hinton Pkwy., McDonough, GA. for construction, all of the following items must be verified complete, this form signed and returned to the address below:

- ☒ The Underground Distribution Construction Agreement has been signed by the Customer / Developer.
- ☐ N/A The \$1000.00 per service point underground service fee (where applicable) and any other CIAC has been paid.
- ☒ The easement has been signed and properly witnessed by the Property Owner.
- ☒ Lot Corners have been marked on the curb with paint in lieu of permanent property pins.
- ☒ Clearance behind the curb or from the edge of pavement/roadway of 12 feet is level with curb and free from obstructions and within three (3) inches of final grade.
- ☒ Sewer laterals, water lines and any other privately-owned facilities are adequately located and plainly marked.
- ☒ Paving and curbing or final grading, as applicable is complete.
- ☒ Removal of unforeseen obstructions and supply of suitable backfill material,
- ☒ A) will be provided by the Developer / Customer. The Developer / Customer agrees to remove rock and have suitable backfill available during construction while ensuring there are no construction delays.
- or-
- ☐ B) will be provided for by Georgia Power crews / contractors. The Developer / Customer may be billed for any additional charges that GPC incurs for the rock removal and select dirt for backfill charged to Georgia Power if actual costs exceed cost allowances.
- ☒ Erosion, Sedimentation, and Pollution Control Plan. The Developer's Storm Water Pollution Prevention Plan (SWPPP) is in place and available for review. A certification Statement is available for GPC or its subcontractor to sign on the Developer's SWPPP. This project:
- ☒ A) requires a Notice of Intent (NOI) and a copy, with the permit number, is enclosed. The owner/developer agrees to provide a copy of the Notice of Termination (NOT) when filed.
- or-
- ☐ B) will not have land disturbance activities totaling more than one (1) acre of land in the common development or it will not trigger any other requirements of the *Georgia Water Quality Control Act*.
- ☒ The property owner / developer approves the distribution design and lighting represented on GPC's construction print.
- ☒ Emergency and Standby Generation will be installed on-site: ☐ No ☐ Yes – if yes, then the installation must meet requirements as stated in GPC Distribution Bulletin 18-23, and the application referenced below must be completed.
- ☒ The Application for Emergency and Standby Generation Installation & Operation document has been completed and returned to a GPC Engineer or Key Account Manager.

GPC scheduling meetings are usually held weekly. After being released for construction, the job will be scheduled and the Customer / Developer will be notified of the proposed start date.

Signed: _____

Developer: _____



Underground Distribution Construction Agreement

PROJECT / CUSTOMER: City of McDonough

LOCATION: 125 S. Zack Hinton Pkwy., McDonough, GA.

DEVELOPER / CUSTOMER: City of McDonough

AREA OF CONSTRUCTION: Per attached Exhibit A

Customer / Developer does hereby attest that the above referenced area of construction in which underground electric distribution facilities are to be installed is clear of all obstructions; that all property lines, where required, are clearly marked and that the area is finished to a grade which shall not change more than three (3+/-) inches of the final grade.

Georgia Power Company, it's employees, and contractors working on this project are hereby released from all claims due to damage of underground facilities that have not been located in the field and that are not covered by the "Utilities Protection Act of Georgia".

Customer / Developer does hereby agree to bear any and all costs to alter the installed underground electric distribution facilities as a result of grade changes or Developer design changes.

Customer / Developer shall be responsible for providing Georgia Power Company a clear unpaved route where underground electric distribution facilities can be installed. If this area is paved and conduit has not been installed, before Georgia Power Company facilities are installed the Developer shall be responsible for opening and re-paving the area required by Georgia Power Company.

Customer / Developer shall be responsible to communicate with contractors and subcontractors warning them of underground electric distribution facilities in the area and for notifying the Georgia Power Company by calling the Utilities Protection Center at GA 811 at least three (3) working days in advance to locate underground electric distribution facilities before digging or grading in the vicinity of installed underground electrical facilities. If Georgia Power Company is not notified, and the underground electric distribution facilities are damaged, then the Developer shall bear the cost of repairs.

Should underground electric distribution facilities become damaged in any way, Customer / Developer will notify the Georgia Power Company at phone #1-888-660-5890 and the Utilities Protection Center at GA 811.

Developer will establish and maintain the appropriate clearances for the transformer(s) on this site per Georgia Power Company Distribution Specification GUK-00.5003, dated 2/7/07. Electric service will not be provided until this specification is satisfied.

Georgia Power Company is not responsible for any damages to locks, gates, fences, walls, vehicles, equipment, trees, landscaping, sidewalks, or any other items that inhibit Georgia Power's access to the poles, cables, transformers, metering, or other equipment serving this site. This includes routine or emergency access of all equipment and personnel.

APPROVED: _____ **DATE:** _____

PRINT NAME / TITLE / COMPANY: _____



Dec-16 2024

Project Information: GTETRE1557410643, MCDONOUGH CITY OF

Georgia Power Electric Transportation Make Ready Program Customer Proposal Acceptance Letter

Georgia Power has accepted your application ("Application") for funding assistance through the Make Ready Program as approved by the Georgia Public Service 2022 Rate Case order in Docket #44280. Acceptance of your application is not a guarantee from Georgia Power that funds are available for your project. Qualified projects are funded through the Make Ready Program on a first-come, first-serve basis and available funding is limited.

Subject to Make Ready Program funding availability, Georgia Power will invest in charging system infrastructure at your facility as defined in your Application. Georgia Power will own and maintain the charging infrastructure to support the chargers you select. You will then own, operate, and maintain the chargers to best suit the needs of your facility.

Attached is a copy of the site plan design for your facility located at (the "Property"):
305 RACETRACK RD
MCDONOUGH, GA 30253

An approved installer from Georgia Power's network will complete the installation of the Georgia Power owned infrastructure. You understand that the installation of the chargers is not a function of the Make Ready Program and will be done at your cost.

By signing this letter agreement, you agree to the ET Make Ready Infrastructure Program Terms and Conditions ("Terms and Conditions") and acknowledge and agree that:

- Funding is limited and available on a first-come, first-serve basis;
- The chargers will be public-facing or used for the electrification of a public fleet (as such term is defined by the Georgia Public Service Commission);
- Public-facing chargers will be added to a public data source for locating chargers (such as, but not limited to, PlugShare)
- The site plan is acceptable;
- Georgia Power and its contractors have the right to access the Property to perform any activity related to the Make Ready Program, including, without limitation, periodic maintenance and repairs of Georgia Power's charging infrastructure;
- If Georgia Power determines that a recorded easement is necessary or appropriate in connection with the installation and/or maintenance, you agree to work with Georgia Power in good faith to execute and deliver such easement for recording;
- You are ready to move forward with the installation of the charging infrastructure and will purchase the chargers within 60 days upon confirmation that funding is available.

Notwithstanding the foregoing, if an Order or other directive of the Georgia Public Service Commission, or other applicable law or regulation, changes the Make Ready Program in a manner that disqualifies your project, Georgia Power may withdraw its acceptance of your application upon notice to you.

Once this signed letter agreement is received by Georgia Power, Georgia Power will confirm whether funding is available, and if so, Georgia Power will schedule an onsite preconstruction meeting with necessary parties to determine the project schedule and plan.

Authorized and Agreed:

Signature

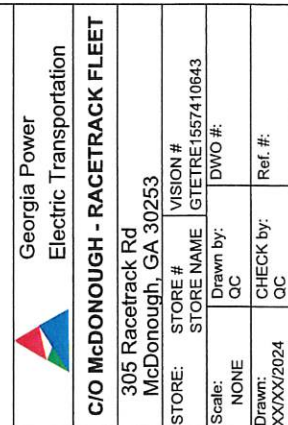
Date

Printed Name

Email

Title

Phone



	Georgia Power	
	Electric Transportation	
	C/O McDONOUGH - RACETRACK FLEET	
305 Racetrack Rd McDonough, GA 30253		
STORE:	STORE #	VISION #
	STORE NAME	GTETRE1557410643
Scale:	Drawn by:	DWG #:
NONE	OC	
Drawn:	CHECK by:	Ref. #:
XXXXXX/2024	OC	

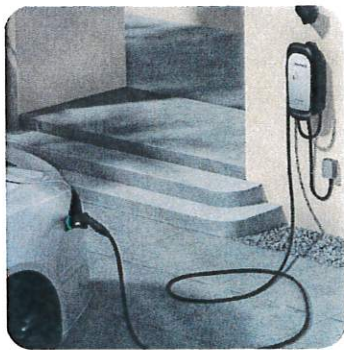
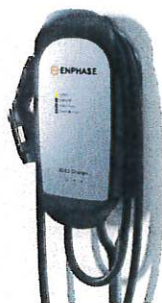


IQ 60 EV Charger with J1772 connector

The IQ 60 EV Charger with J1772 connector is a rugged, intelligent, and reliable Level 2 EV charger that combines safety and intelligence to provide seamless 11.5 kW EV charging capabilities for residential and commercial establishments.

It integrates flawlessly with the Enphase Energy System, and installation is simple with the Enphase Installer Network.

The tough NEMA 4-rated weatherproof enclosure and 25-foot charging cable allow for flexible indoor or outdoor installation. The rugged design of the charging cables helps the charger resist everyday wear and tear. The charger also comes with an industry-leading 5-year limited warranty.



Rugged

- Fully sealed NEMA 4 enclosure allows for indoor/outdoor installation
- Includes a wall-mounted connector holster and 25-foot cable with an impact and crush resistant J1772 connector

Intelligent

- Maximize savings by using the combination of solar, battery power, and off-peak schedules to charge your EV
- Customized settings support different energy goals: Savings, self-consumption, and full backup
- Charge EV on clean energy from the sun by using excess solar power with an Enphase Energy System
- Storm Guard protects against inclement weather by keeping EV and home battery fully charged
- Monitor and fully control EV charging using the Enphase App

Reliable

- Comprehensive safety, efficiency compliance, including ENERGY STAR® and ETL
- Industry leading 5-year warranty
- Backed by an outstanding customer service experience with Enphase
- Extensively tested for use with majority of all J1772-compatible EVs



IQ 60 EV Charger with J1772 connector

PRODUCT SKUs

SKU number	IQ-EVSE-NA-1060-0100-0100
------------	---------------------------

ELECTRICAL SPECIFICATIONS

Input voltage/Input voltage range	208/240 VAC (L-L), single-phase/185 VAC–284 VAC
Input voltage frequency	50/60 Hz
Circuit breaker requirement	Dedicated, 2-pole 60 A
Input cable type	Pre-wired with: (L1, L2, Gnd) 8 AWG service whip
Input cable length	3' (914.4 mm)
Maximum output current/Output power	48 A continuous/11.5 kW
Output cable/Cable length	Pre-wired with SAE J1772/25' (7.62 m)

MECHANICAL DATA

Enclosure dimensions (L x W x D)	19.7" x 8.9" x 5.3" (500 mm x 226 mm x 135 mm)
Weight	19.0 lb (8.6 kg)
Enclosure mounting	Wall or pedestal mounted (pedestal sold separately)

ENVIRONMENTAL SPECIFICATIONS

Environment/Enclosure rating	Indoor and outdoor rated/NEMA Type 4 - watertight
Operating/Storage temperature	-22°F to 122°F (-30°C to 50°C)/-40°F to 176°F (-40°C to 80°C)

COMPLIANCE SPECIFICATIONS

Codes and standards	NEC Article 625, SAE J1772, ENERGY STAR®, UL
Safety compliance	UL 2594, UL 2251, UL 2231-1, UL 2231-2, UL 1998, UL 991 C22.2 No. 280-13, CSA C22.2 No. 282, CSA C22.2 No. 281.1, CSA C22.2 No. 281.2, CSA C22.2 No. 0.8
EMC compliance	FCC Part 15 Class B
Short-circuit protection	5000 RMS Symmetrical Amps at 240 VAC
Open safety ground detection	Features a continuous earth ground monitor to ensure consistent connection to good earth ground
Ground fault detection	Ground fault protection integral, CCID 20 mA, auto reset
Auto-reclosure	System will automatically resume standard operation after a minor power fault has cleared

FEATURES

Four LED Indicators	Amber LED: Power, Green LED: Charging, 1 st red LED: Power fault, 2 nd red LED: Charging fault
Smart scheduling	Take advantage of time-of-use energy savings from your utility
Self-consumption	Charge EV on clean energy from the sun by using excess solar power with an Enphase Energy System
Main panel upgrade avoidance	EVSE dynamic power management ¹ with PCS-LC and UL 3141 certified
Storm Guard	Ensure the EV is fully charged and ready when there is a storm alert in the area
Remote start/stop	Use the Enphase App to remotely control your EV charger with start and stop functions
Connectivity	Wi-Fi 2.4 GHz and Bluetooth
Integration support	OCPP 1.6 and Enphase APIs
Limited warranty	5-year

¹The dynamic power management feature is supported only for Enphase Energy Systems with IQ Gateway.

Revision history

REVISION	DATE	DESCRIPTION
DSH-00114-3.0	August 2024	Updated the introduction and title.
DSH-00114-2.0	June 2024	Updated the “Features” section.
DSH-00114-1.0	June 2023	Initial release.



Dec-13 2024

Project Information: GTETRE1557042307, City of McDonough

Georgia Power Electric Transportation Make Ready Program Customer Proposal Acceptance Letter

Georgia Power has accepted your application ("Application") for funding assistance through the Make Ready Program as approved by the Georgia Public Service 2022 Rate Case order in Docket #44280. Acceptance of your application is not a guarantee from Georgia Power that funds are available for your project. Qualified projects are funded through the Make Ready Program on a first-come, first-serve basis and available funding is limited.

Subject to Make Ready Program funding availability, Georgia Power will invest in charging system infrastructure at your facility as defined in your Application. Georgia Power will own and maintain the charging infrastructure to support the chargers you select. You will then own, operate, and maintain the chargers to best suit the needs of your facility.

Attached is a copy of the site plan design for your facility located at (the "Property"):

41 Hampton St
McDonough, GA 30253

An approved installer from Georgia Power's network will complete the installation of the Georgia Power owned infrastructure. You understand that the installation of the chargers is not a function of the Make Ready Program and will be done at your cost.

By signing this letter agreement, you agree to the ET Make Ready Infrastructure Program Terms and Conditions ("Terms and Conditions") and acknowledge and agree that:

- Funding is limited and available on a first-come, first-serve basis;
- The chargers will be public-facing or used for the electrification of a public fleet (as such term is defined by the Georgia Public Service Commission);
- Public-facing chargers will be added to a public data source for locating chargers (such as, but not limited to, PlugShare)
- The site plan is acceptable;
- Georgia Power and its contractors have the right to access the Property to perform any activity related to the Make Ready Program, including, without limitation, periodic maintenance and repairs of Georgia Power's charging infrastructure;
- If Georgia Power determines that a recorded easement is necessary or appropriate in connection with the installation and/or maintenance, you agree to work with Georgia Power in good faith to execute and deliver such easement for recording;
- You are ready to move forward with the installation of the charging infrastructure and will purchase the chargers within 60 days upon confirmation that funding is available.

Notwithstanding the foregoing, if an Order or other directive of the Georgia Public Service Commission, or other applicable law or regulation, changes the Make Ready Program in a manner that disqualifies your project, Georgia Power may withdraw its acceptance of your application upon notice to you.

Once this signed letter agreement is received by Georgia Power, Georgia Power will confirm whether funding is available, and if so, Georgia Power will schedule an onsite preconstruction meeting with necessary parties to determine the project schedule and plan.

Authorized and Agreed:

Signature

Date

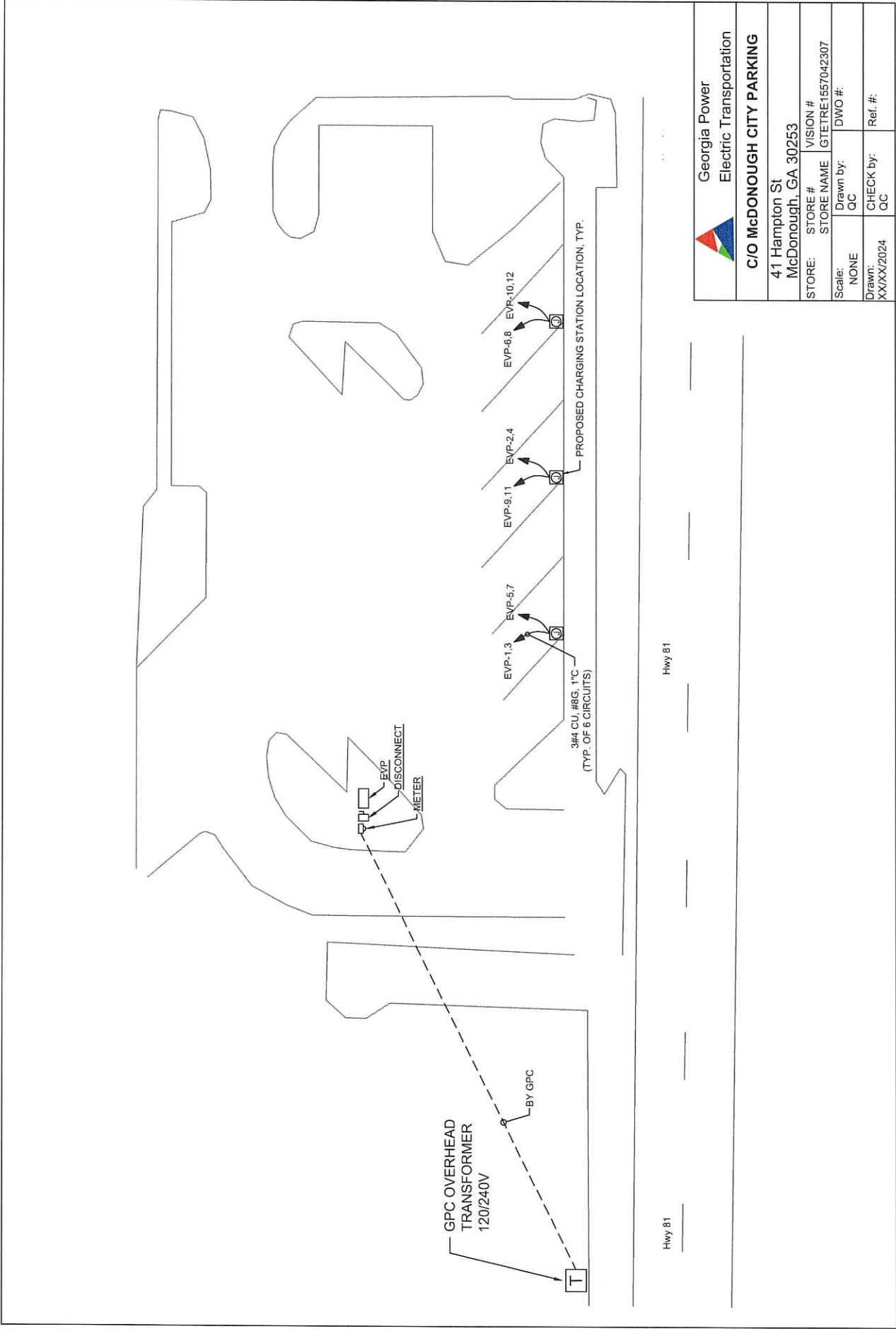
Printed Name

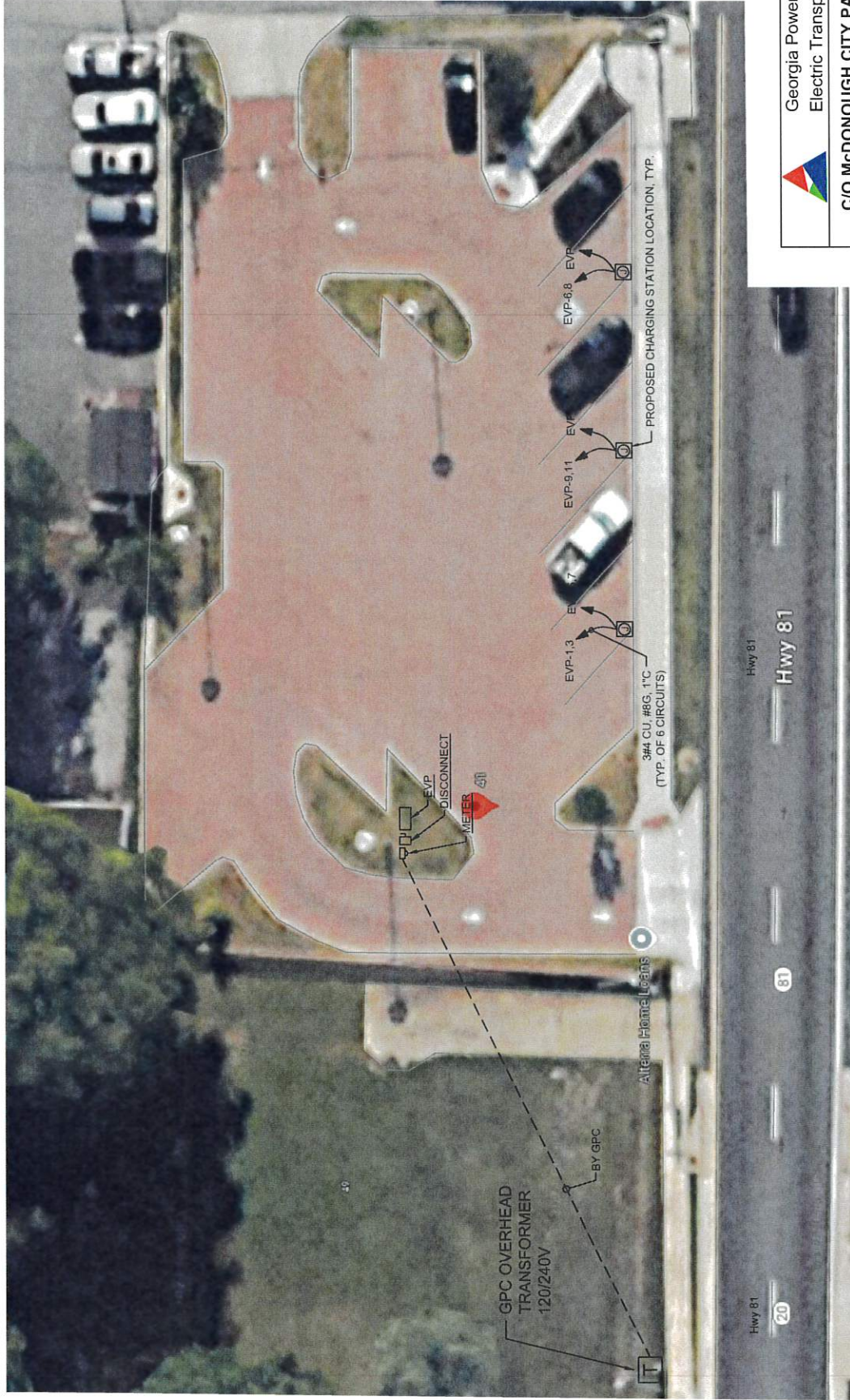
Email

Title

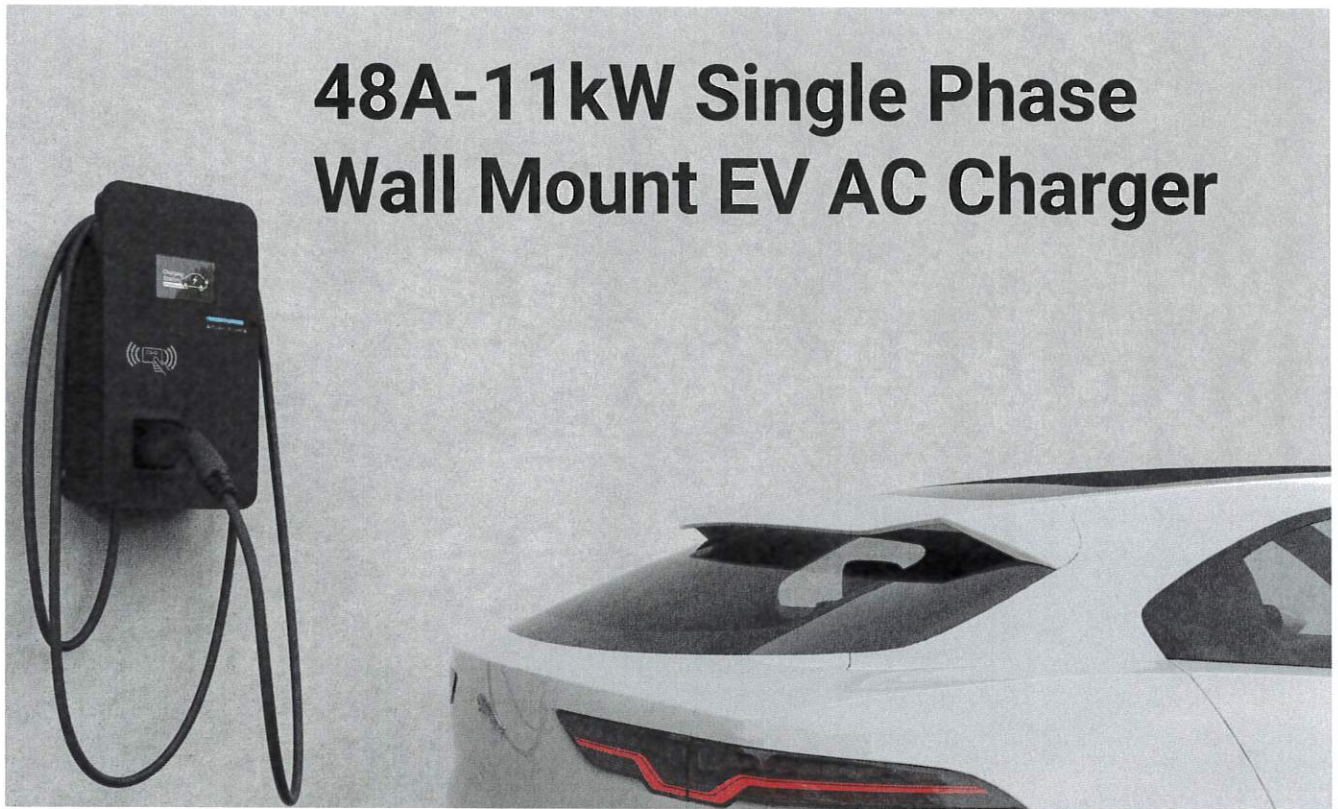
Phone







Georgia Power Electric Transportation	
C/O McDONOUGH CITY PARKING	
41 Hampton St McDonough, GA 30253	
STORE:	VISION #
STORE NAME	GTETRE1557042307
Scale:	Drawn by:
NONE	QC
Drawn:	CHECK by:
XX/XX/2024	QC
Ref. #:	



For information on the optional charging pedestal, please refer to the accessory section.

Applications

- Parking Garages
- Commercial Fleet Operators
- EV Infrastructure Operators and Service Providers
- EV Dealer Workshops

Features

-  Residential and Commercial EV Charging
-  Wired/Wireless Connection for Central Management System
-  Support for RFID Card and QR Code for User Authentication and Management
-  Input: 200Vac~240Vac
-  Modern, Ergonomic and Custom Design
-  Optional 5-inch LCD Display
-  IP56/NEMA 4 Rated for Indoor/Outdoor Applications
-  Charging Interface: SAE J1772 (Type 1)/IEC 62196-2 (Type 2)
-  OCPP 1.6 JSON (Upgradeable to 2.0)
-  ISO 15118 Protocol
-  Local Load Management, Making the Field Power Configuration Planning of Charging Stations More Flexible
-  Over the Air Technology

Model Name		AX48 Series
Safety		UL/cULus (North America)
Picture		
Power Specification		
AC Input	Input Rating	Single-Phase: 200~240Vac
	AC Input Connection	L1/L2/GND or L/N/PE
	Input Current	48A
	Frequency	50Hz/60Hz
AC Output	Output Current	48A
	Output Power	11.5kW (240Vac*48A)
User Interface & Control		
Display		LED Pilot Lamp (standard), 5-inch LCD (Optional)
User Authentication		RFID (ISO/IEC 14443A/B, ISO/IEC 15693, FeliCa™, MIFARE), ISO 15118
Meter		Meter IC (1% Accuracy)
Communication		
External		LAN+WiFi (Standard) or LAN+4G+WiFi (Optional)
Internal		OCPP 1.6 JSON (Upgradeable to 2.0) EEBUS (Support in 2022)
Environmental		
Operating Temperature		-30°C ~ +50°C (-22°F ~ +122°F) Standard
Humidity		< 85% (RH) @50°C (+122°F)
Altitude		≤ 2000m (6562ft)
Enclosure Protection (IK/IP Level)		NEMA TYPE 4
Cooling Method		Natural Cooling
Mechanical		
Dimension(WxDxH)		295mm x 158mm x 505mm (11.61in x 6.22in x 19.88in)
Weight		<7kg (15.43lbs) with Socket; <10kg (22lbs) With Cable
Cable Length		5m (16.4ft) 7.5m (24.6ft) with Optional Cable Management
Protection		
RCD/CCID		CCID 20
Input Side		UVP, OVP, Surge Protection, Ground Fault
Output Side		OCP, Control Pilot Fault, Residual Current Protection
Protocol		OTP, Relay Welding Detection, CCID Self-Test, MCU Function Fault Detection
Regulation		
Certification		UL2594, UL2231-1/-2, CTEP, EnergyStar™
Wireless Certification		FCC/IC
Charging Interface		SAEJ1772 Type 1 Plug

Release for Construction Agreement

Underground Electrical Service

Version 1.8 (9/28/15)

Georgia Power Company

To release City of McDonough, 41 Hampton St., McDonough, GA. for construction, all of the following items must be verified complete, this form signed and returned to the address below:

- ☒ The Underground Distribution Construction Agreement has been signed by the Customer / Developer.
- ☐ N/A The \$1000.00 per service point underground service fee (where applicable) and any other CIAC has been paid.
- ☒ The easement has been signed and properly witnessed by the Property Owner.
- ☒ Lot Corners have been marked on the curb with paint in lieu of permanent property pins.
- ☒ Clearance behind the curb or from the edge of pavement/roadway of 12 feet is level with curb and free from obstructions and within three (3) inches of final grade.
- ☒ Sewer laterals, water lines and any other privately-owned facilities are adequately located and plainly marked.
- ☒ Paving and curbing or final grading, as applicable is complete.
- ☒ Removal of unforeseen obstructions and supply of suitable backfill material,
- ☒ A) will be provided by the Developer / Customer. The Developer / Customer agrees to remove rock and have suitable backfill available during construction while ensuring there are no construction delays.
- or-
- ☐ B) will be provided for by Georgia Power crews / contractors. The Developer / Customer may be billed for any additional charges that GPC incurs for the rock removal and select dirt for backfill charged to Georgia Power if actual costs exceed cost allowances.
- ☒ Erosion, Sedimentation, and Pollution Control Plan. The Developer's Storm Water Pollution Prevention Plan (SWPPP) is in place and available for review. A certification Statement is available for GPC or its subcontractor to sign on the Developer's SWPPP. This project:
- ☒ A) requires a Notice of Intent (NOI) and a copy, with the permit number, is enclosed. The owner/developer agrees to provide a copy of the Notice of Termination (NOT) when filed.
- or-
- ☐ B) will not have land disturbance activities totaling more than one (1) acre of land in the common development or it will not trigger any other requirements of the *Georgia Water Quality Control Act*.
- ☒ The property owner / developer approves the distribution design and lighting represented on GPC's construction print.
- ☒ Emergency and Standby Generation will be installed on-site: ☐ No ☐ Yes – if yes, then the installation must meet requirements as stated in GPC Distribution Bulletin 18-23, and the application referenced below must be completed.
- ☒ The Application for Emergency and Standby Generation Installation & Operation document has been completed and returned to a GPC Engineer or Key Account Manager.

GPC scheduling meetings are usually held weekly. After being released for construction, the job will be scheduled and the Customer / Developer will be notified of the proposed start date.

Signed: _____

Developer: _____



Underground Distribution Construction Agreement

PROJECT / CUSTOMER: City of McDonough

LOCATION: 41 Hampton St., McDonough, GA.

DEVELOPER / CUSTOMER: City of McDonough

AREA OF CONSTRUCTION: Per attached Exhibit A

Customer / Developer does hereby attest that the above referenced area of construction in which underground electric distribution facilities are to be installed is clear of all obstructions; that all property lines, where required, are clearly marked and that the area is finished to a grade which shall not change more than three (3+/-) inches of the final grade.

Georgia Power Company, its employees, and contractors working on this project are hereby released from all claims due to damage of underground facilities that have not been located in the field and that are not covered by the "Utilities Protection Act of Georgia".

Customer / Developer does hereby agree to bear any and all costs to alter the installed underground electric distribution facilities as a result of grade changes or Developer design changes.

Customer / Developer shall be responsible for providing Georgia Power Company a clear unpaved route where underground electric distribution facilities can be installed. If this area is paved and conduit has not been installed, before Georgia Power Company facilities are installed the Developer shall be responsible for opening and re-paving the area required by Georgia Power Company.

Customer / Developer shall be responsible to communicate with contractors and subcontractors warning them of underground electric distribution facilities in the area and for notifying the Georgia Power Company by calling the Utilities Protection Center at GA 811 at least three (3) working days in advance to locate underground electric distribution facilities before digging or grading in the vicinity of installed underground electrical facilities. If Georgia Power Company is not notified, and the underground electric distribution facilities are damaged, then the Developer shall bear the cost of repairs.

Should underground electric distribution facilities become damaged in any way, Customer / Developer will notify the Georgia Power Company at phone #1-888-660-5890 and the Utilities Protection Center at GA 811.

Developer will establish and maintain the appropriate clearances for the transformer(s) on this site per Georgia Power Company Distribution Specification GUK-00.5003, dated 2/7/07. Electric service will not be provided until this specification is satisfied.

Georgia Power Company is not responsible for any damages to locks, gates, fences, walls, vehicles, equipment, trees, landscaping, sidewalks, or any other items that inhibit Georgia Power's access to the poles, cables, transformers, metering, or other equipment serving this site. This includes routine or emergency access of all equipment and personnel.

APPROVED: _____ **DATE:** _____

PRINT NAME / TITLE / COMPANY: _____



Dec-16 2024

Project Information: GTETRE1557040885, MCDONOUGH CITY OF

Georgia Power Electric Transportation Make Ready Program Customer Proposal Acceptance Letter

Georgia Power has accepted your application ("Application") for funding assistance through the Make Ready Program as approved by the Georgia Public Service 2022 Rate Case order in Docket #44280. Acceptance of your application is not a guarantee from Georgia Power that funds are available for your project. Qualified projects are funded through the Make Ready Program on a first-come, first-serve basis and available funding is limited.

Subject to Make Ready Program funding availability, Georgia Power will invest in charging system infrastructure at your facility as defined in your Application. Georgia Power will own and maintain the charging infrastructure to support the chargers you select. You will then own, operate, and maintain the chargers to best suit the needs of your facility.

Attached is a copy of the site plan design for your facility located at (the "Property"):
1059 INDUSTRIAL PKWY
MCDONOUGH, GA 30253

An approved installer from Georgia Power's network will complete the installation of the Georgia Power owned infrastructure. You understand that the installation of the chargers is not a function of the Make Ready Program and will be done at your cost.

By signing this letter agreement, you agree to the ET Make Ready Infrastructure Program Terms and Conditions ("Terms and Conditions") and acknowledge and agree that:

- Funding is limited and available on a first-come, first-serve basis;
- The chargers will be public-facing or used for the electrification of a public fleet (as such term is defined by the Georgia Public Service Commission);
- Public-facing chargers will be added to a public data source for locating chargers (such as, but not limited to, PlugShare)
- The site plan is acceptable;
- Georgia Power and its contractors have the right to access the Property to perform any activity related to the Make Ready Program, including, without limitation, periodic maintenance and repairs of Georgia Power's charging infrastructure;
- If Georgia Power determines that a recorded easement is necessary or appropriate in connection with the installation and/or maintenance, you agree to work with Georgia Power in good faith to execute and deliver such easement for recording;
- You are ready to move forward with the installation of the charging infrastructure and will purchase the chargers within 60 days upon confirmation that funding is available.

Notwithstanding the foregoing, if an Order or other directive of the Georgia Public Service Commission, or other applicable law or regulation, changes the Make Ready Program in a manner that disqualifies your project, Georgia Power may withdraw its acceptance of your application upon notice to you.

Once this signed letter agreement is received by Georgia Power, Georgia Power will confirm whether funding is available, and if so, Georgia Power will schedule an onsite preconstruction meeting with necessary parties to determine the project schedule and plan.

Authorized and Agreed:

Signature

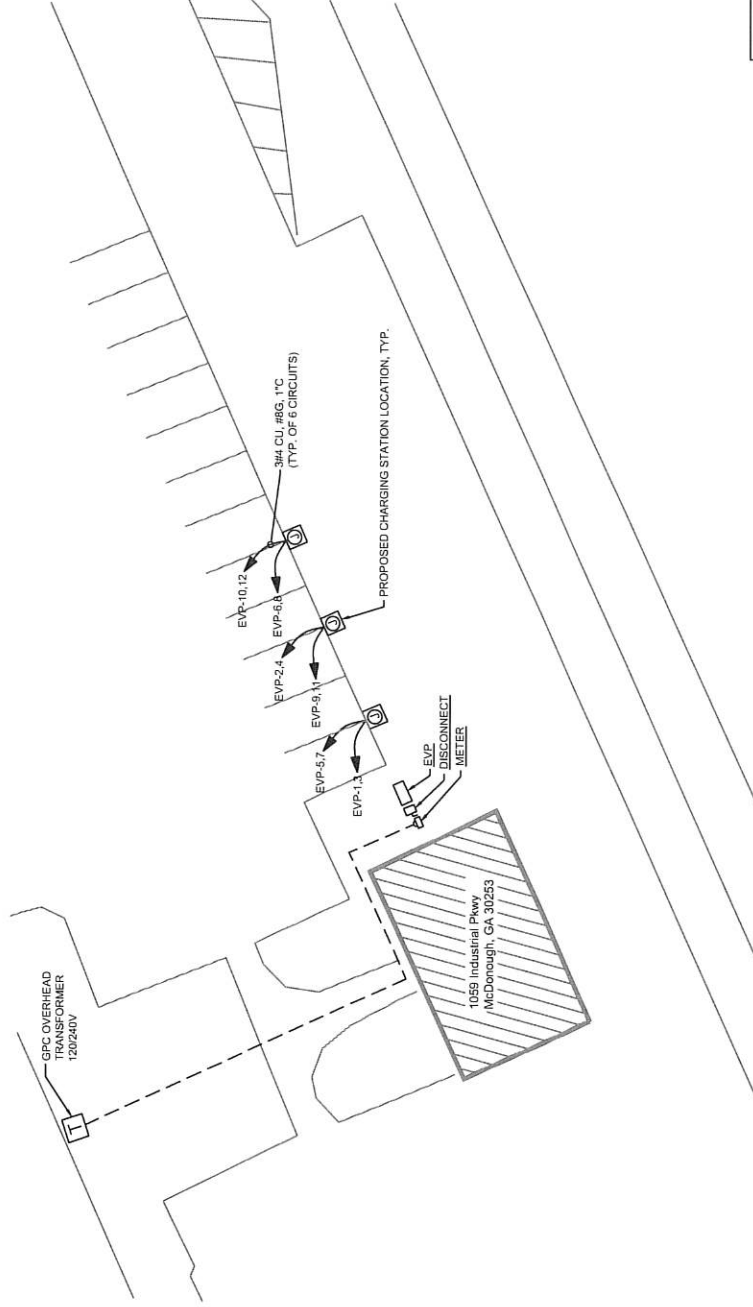
Date

Printed Name

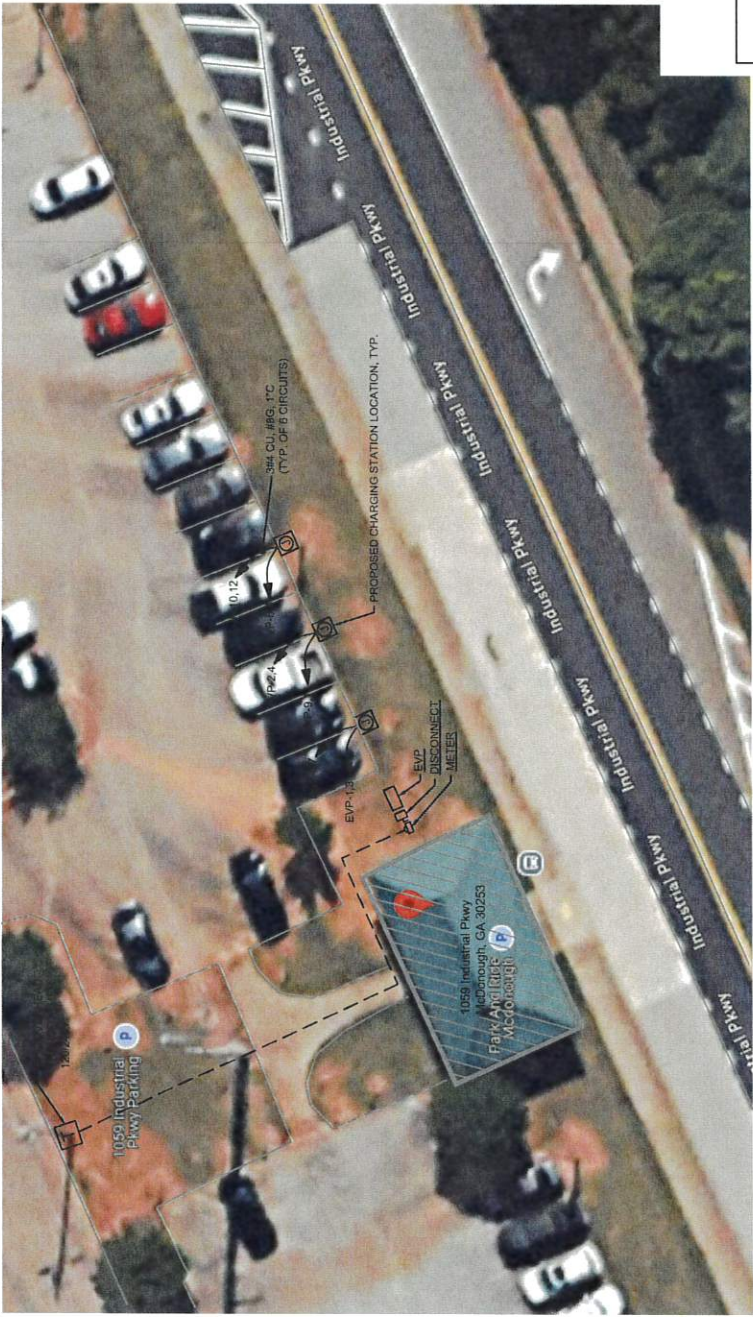
Email

Title

Phone



				Georgia Power Electric Transportation	
C/O McDONOUGH - AVALON PARK					
1059 Industrial Pkwy McDonough, GA 30253					
STORE:		STORE #		VISION #	
Scale:		STORE NAME		GTETRE1557040885	
NONE		Drawn by:		DWO #:	
QC		QC			
Drawn:		CHECK by:		Ref. #:	
XX/XX/2024		QC			



		Georgia Power	
		Electric Transportation	
C/O McDONOUGH - AVALON PARK			
1059 Industrial Pkwy McDonough, GA 30253			
STORE:	STORE #	VISION #	
	STORE NAME	GTETRE1557040885	
Scale:	Drawn by:	DWO #:	
NONE	QC		
Drawn:	CHECK by:	Ref. #:	
XX/XX/2024	QC		



For information on the optional charging pedestal, please refer to the accessory section.

Applications

- Parking Garages
- Commercial Fleet Operators
- EV Infrastructure Operators and Service Providers
- EV Dealer Workshops

Features

-  Residential and Commercial EV Charging
-  Wired/Wireless Connection for Central Management System
-  Support for RFID Card and QR Code for User Authentication and Management
-  Input: 200Vac~240Vac
-  Modern, Ergonomic and Custom Design
-  Optional 5-inch LCD Display
-  IP56/NEMA 4 Rated for Indoor/Outdoor Applications
-  Charging Interface: SAE J1772 (Type 1)/IEC 62196-2 (Type 2)
-  OCPP 1.6 JSON (Upgradeable to 2.0)
-  ISO 15118 Protocol
-  Local Load Management, Making the Field Power Configuration Planning of Charging Stations More Flexible
-  Over the Air Technology

Model Name		AX48 Series
Safety		UL/cULus (North America)
Picture		
Power Specification		
AC Input	Input Rating	Single-Phase: 200~240Vac
	AC Input Connection	L1/L2/GND or L/N/PE
	Input Current	48A
	Frequency	50Hz/60Hz
AC Output	Output Current	48A
	Output Power	11.5kW (240Vac*48A)
User Interface & Control		
Display		LED Pilot Lamp (standard), 5-inch LCD (Optional)
User Authentication		RFID (ISO/IEC 14443A/B, ISO/IEC 15693, FeliCa™, MIFARE), ISO 15118
Meter		Meter IC (1% Accuracy)
Communication		
External		LAN+WiFi (Standard) or LAN+4G+WiFi (Optional)
Internal		OCPP 1.6 JSON (Upgradeable to 2.0) EEBUS (Support in 2022)
Environmental		
Operating Temperature		-30°C ~ +50°C (-22°F ~ +122°F) Standard
Humidity		< 85% (RH) @50°C (+122°F)
Altitude		≤ 2000m (6562ft)
Enclosure Protection (IK/IP Level)		NEMA TYPE 4
Cooling Method		Natural Cooling
Mechanical		
Dimension(WxDxH)		295mm x 158mm x 505mm (11.61in x 6.22in x 19.88in)
Weight		<7kg (15.43lbs) with Socket; <10kg (22lbs) With Cable
Cable Length		5m (16.4ft) 7.5m (24.6ft) with Optional Cable Management
Protection		
RCD/CCID		CCID 20
Input Side		UVP, OVP, Surge Protection, Ground Fault
Output Side		OCP, Control Pilot Fault, Residual Current Protection
Protocol		OTP, Relay Welding Detection, CCID Self-Test, MCU Function Fault Detection
Regulation		
Certification		UL2594, UL2231-1/-2, CTEP, EnergyStar™
Wireless Certification		FCC/IC
Charging Interface		SAEJ1772 Type 1 Plug

Release for Construction Agreement

Underground Electrical Service

Version 1.8 (9/28/15)

Georgia Power Company

To release City of McDonough, 1063 Avalon Blvd., McDonough, GA. **for construction, all** of the following items must be verified complete, this form signed and returned to the address below:

X The Underground Distribution Construction Agreement has been signed by the Customer / Developer.

N/A The \$1000.00 per service point underground service fee (where applicable) and any other CIAC has been paid.

X The easement has been signed and properly witnessed by the Property Owner.

X Lot Corners have been marked on the curb with paint in lieu of permanent property pins.

X Clearance behind the curb or from the edge of pavement/roadway of 12 feet is level with curb and free from obstructions and within three (3) inches of final grade.

X Sewer laterals, water lines and any other privately-owned facilities are adequately located and plainly marked.

X Paving and curbing or final grading, as applicable is complete.

X Removal of unforeseen obstructions and supply of suitable backfill material,

X A) will be provided by the Developer / Customer. The Developer / Customer agrees to remove rock and have suitable backfill available during construction while ensuring there are no construction delays.

-or-

 B) will be provided for by Georgia Power crews / contractors. The Developer / Customer may be billed for any additional charges that GPC incurs for the rock removal and select dirt for backfill charged to Georgia Power if actual costs exceed cost allowances.

X Erosion, Sedimentation, and Pollution Control Plan. The Developer's Storm Water Pollution Prevention Plan (SWPPP) is in place and available for review. A certification Statement is available for GPC or its subcontractor to sign on the Developer's SWPPP. This project:

X A) requires a Notice of Intent (NOI) and a copy, with the permit number, is enclosed. The owner/developer agrees to provide a copy of the Notice of Termination (NOT) when filed.

-or-

 B) will not have land disturbance activities totaling more than one (1) acre of land in the common development or it will not trigger any other requirements of the *Georgia Water Quality Control Act*.

X The property owner / developer approves the distribution design and lighting represented on GPC's construction print.

X Emergency and Standby Generation will be installed on-site: No Yes – if yes, then the installation must meet requirements as stated in GPC Distribution Bulletin 18-23, and the application referenced below must be completed.

X The Application for Emergency and Standby Generation Installation & Operation document has been completed and returned to a GPC Engineer or Key Account Manager.

GPC scheduling meetings are usually held weekly. After being released for construction, the job will be scheduled and the Customer / Developer will be notified of the proposed start date.

Signed: _____

Developer: _____



Underground Distribution Construction Agreement

PROJECT / CUSTOMER: City of McDonough

LOCATION: 1063 Avalon Blvd., McDonough, GA.

DEVELOPER / CUSTOMER: City of McDonough

AREA OF CONSTRUCTION: Per attached Exhibit A

Customer / Developer does hereby attest that the above referenced area of construction in which underground electric distribution facilities are to be installed is clear of all obstructions; that all property lines, where required, are clearly marked and that the area is finished to a grade which shall not change more than three (3+/-) inches of the final grade.

Georgia Power Company, its employees, and contractors working on this project are hereby released from all claims due to damage of underground facilities that have not been located in the field and that are not covered by the "Utilities Protection Act of Georgia".

Customer / Developer does hereby agree to bear any and all costs to alter the installed underground electric distribution facilities as a result of grade changes or Developer design changes.

Customer / Developer shall be responsible for providing Georgia Power Company a clear unpaved route where underground electric distribution facilities can be installed. If this area is paved and conduit has not been installed, before Georgia Power Company facilities are installed the Developer shall be responsible for opening and re-paving the area required by Georgia Power Company.

Customer / Developer shall be responsible to communicate with contractors and subcontractors warning them of underground electric distribution facilities in the area and for notifying the Georgia Power Company by calling the Utilities Protection Center at GA 811 at least three (3) working days in advance to locate underground electric distribution facilities before digging or grading in the vicinity of installed underground electrical facilities. If Georgia Power Company is not notified, and the underground electric distribution facilities are damaged, then the Developer shall bear the cost of repairs.

Should underground electric distribution facilities become damaged in any way, Customer / Developer will notify the Georgia Power Company at phone #1-888-660-5890 and the Utilities Protection Center at GA 811.

Developer will establish and maintain the appropriate clearances for the transformer(s) on this site per Georgia Power Company Distribution Specification GUK-00.5003, dated 2/7/07. Electric service will not be provided until this specification is satisfied.

Georgia Power Company is not responsible for any damages to locks, gates, fences, walls, vehicles, equipment, trees, landscaping, sidewalks, or any other items that inhibit Georgia Power's access to the poles, cables, transformers, metering, or other equipment serving this site. This includes routine or emergency access of all equipment and personnel.

APPROVED: _____ **DATE:** _____

PRINT NAME / TITLE / COMPANY: _____

AGENDA ITEM SUMMARY
January 2, 2025, Organizational City Council Meeting
Item Number: 14



Presented by: Brandon Williams, Director

Parks Department

ITEM SUMMARY:

Request for approval to install a concrete pad at Avalon Park for the installation of the Outdoor Fitness Court.

SPECIAL CONSIDERATIONS OR CONCERNS:

The City of McDonough was awarded a grant in November by the National Fitness Campaign for an Outdoor Fitness Court. Before the installation of the equipment, a concrete pad will need to be constructed at Avalon Park.

STAFF RECOMMENDATION:

Move forward with Jeff Sullivan Concrete Services for the concrete pad construction.

FINANCIAL IMPACT:

\$30,250.00

FUNDING SOURCE:

Line Item: ARPA

ATTACHMENTS:

Proposals from Jeff Sullivan Concrete Services & Onsite Paving

OTHER DEPARTMENTAL REVIEW NEEDED:

☒ Yes

☐ No

OTHER DEPARTMENTAL REVIEW

☒ Finance



Jeff Sullivan

Concrete Services

jeffreyhsullivan@bellsouth.net

December 10, 2024

For: City of McDonough

Attn: Brandon Williams

bwilliams@mcdonoughga.org

Proposal for work to be performed at 1063 Industrial Pkwy (Avalon Park)

Furnish labor and materials

1. Grading and excavation
 - a. Install 4" crush-run base
2. Build forms for 40' x 75' pad
3. Install wire mesh and vapor barrier
4. Pour and finish
 - a. 4" thick, 4000 psi. concrete
 - b. Light broom finish
 - c. Finished edges
 - d. Sawed joints

Total Job \$30,250.00



PO Box 1149
McDonough, GA 30253
Phone # 770-914-6400 Fax # 770-914-6485
www.Onsitepaving.com

Proposal

Date	Proposal #
12/11/2024	2024-7645

Customer Information

City of McDonough
136 Keys Ferry St.
McDonough, GA 30253

Description	Total
Project Information: Avalon Park Outdoor Fitness Court 1068 Industrial Pkwy. McDonough, GA 30253 4" Concrete Slab: Approx. 2,775 square feet 1. Remove grass and subgrade as required and haul offsite. 2. Finegrade and compact subgrade. 3. Install and compact 6" graded aggregate base adding water as needed. 4. Form, place and finish 4" reinforced concrete (4,000 PSI) 5. Apply curing compound. 6. Sawcut joints per plan. Lump Sum **Includes: wire mesh reinforcement, 10 mil vapor barrier, concrete pump. **Excludes: Fitness wall, "Spray-lock" brand application, tile adhesive, fitness tile, backfill, sod.	54,246.00
Page ____ of ____	

WE PROPOSE to furnish labor and materials - complete in accordance with above specifications, and subject to conditions stated herein, for the sum of: \$54,246.00

WITH PAYMENTS TO BE MADE AS FOLLOWS:

All material is guaranteed to be specified. All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner is to carry fire, tornado and other necessary insurance upon above work. our workers are covered by Workmen's Compensations Insurance.

Acceptance of Proposal: Signing below acknowledges the acceptance of the above pricing, work specifications and authorizes to do the work as specified. Payment is due upon completion of the project unless otherwise stated above. All legal and court costs incurred in the collection of monies owed according to this signed contract will be the responsibility of the customer. Interest of 18% Annum will be charged on all accounts over 30 days. Prices good for 30 days. The undersigned by entering this agreement acknowledges and agrees to the attached terms and conditions of Onsite Paving Sealcoating and Maintenance.

Acceptance of Proposal:

Signature _____ Title _____

Print Name: _____

Date of acceptance: _____

**SUMMARY OF KEY AMENDMENTS
TO THE RESTATED
GEORGIA MUNICIPAL EMPLOYEES BENEFIT SYSTEM
DEFINED BENEFIT RETIREMENT PLAN**

I. GENERAL OVERVIEW

On August 31, 2023, the IRS issued a favorable opinion letter for the Amended and Restated Third Six-Year Cycle Georgia Municipal Employees Benefit System Defined Benefit Retirement Plan ("DB Plan" or "Plan"). The Plan, as approved, incorporates required federal law updates, as well as administrative updates adopted by the Board of Trustees of GMEBS over the last several years. The IRS requires that each Adopting Employer sign an updated DB Plan Adoption Agreement (and Addendum, if applicable).

II. SUMMARY OF KEY CHANGES TO THE BASIC PLAN DOCUMENT

Participating employers have already been apprised of the content of all amendments adopted by the Board before August 31, 2023. However, during its review, the IRS required GMEBS to include additional amendments in the restated Plan documents. The following information summarizes those amendments, as well as Amendment 1 to the Basic Plan Document, which was approved by the Board of Trustees on September 22, 2023.

- ❖ **Change from "Master Plan Document" to "Basic Plan Document"** – The IRS changed its terminology for pre-approved plan documents from "Master Plan document" to Basic Plan Document."
- ❖ **Removal of Outdated Language** – GMEBS amended the Plan for administrative purposes to move provisions that were no longer in effect or no longer applicable.
- ❖ **Minimum Age Limits for In-Service Distribution** – As a general rule, employees or elected officials may not draw retirement benefits while employed. The Basic Plan document states that if a plan allows in-service distribution, a participant must be at least age 62, or satisfy certain "safe harbor" age and service combinations established in IRS regulations, to receive retirement benefits while employed. If a plan allows in-service distribution and has an alternative normal retirement provision with a minimum age of at least 50 specifically for public safety employees (or that satisfies certain IRS "safe harbor" age and service qualifications that apply to public safety employees), public safety employees who are eligible for the alternative normal retirement may receive an in-service distribution even if they are younger than age 62. Though Congress amended federal law in 2019 to allow plans to set normal retirement ages at a minimum age of 59 ½, the IRS's opinion letter for the DB Plan specified it would not apply to plans that allowed in-service distribution at ages younger than 62 (or 50 for public safety employees) or that did not satisfy one of the IRS's safe harbors for in-service distribution. **As in prior restatements, GMEBS plans that currently have in-service distribution provisions that don't meet these requirements will have the opportunity to file for separate IRS approval of these provisions.** "In-service distribution" means a distribution of normal or alternative normal retirement benefits without a bona fide separation from service. A "bona fide

SUMMARY OF KEY AMENDMENTS

separation from service” is a separation from service of at least six months with no expectation of returning to service.

- ❖ **Removal of Public Employment Related Crime Provisions** – At the request of the IRS, GMEBS removed language concerning the reduction or forfeiture of a participant’s benefits following a final conviction of a public employment related crime from the Basic Plan Document. State laws requiring a reduction in or forfeiture of retirement benefits if a participant is convicted of a public employment related crime still apply but are no longer mentioned in the Plan documents.
- ❖ **Clarification of Process for Locating an Individual Owed Benefits** – As required by the IRS, the restated Basic Plan Document details the steps an employer offering benefits under the DB Plan must take to locate an individual to whom benefits are owed under the Plan. These steps include searching Plan-related and publicly available records or directories for alternative contact information; sending certified mail to the individual’s last known mailing address and reaching out through appropriate means for address or contact information (such as email addresses and phone numbers) available to the employer; and using either a commercial locator service, a credit reporting agency or internet search tools to find the individual.
- ❖ **Federal Tax Law Updates** – The Basic Plan Document contains several federal tax law updates, including allowing rollovers to SIMPLE IRAs in certain situations, updating mortality table language relating to annual benefit limits, and allowing employers to amend the plan as necessary to satisfy Section 415 of the Internal Revenue Code, even if doing so impacts benefits.
- ❖ **Voting Representative; Trustees** – GMEBS updated language in the Basic Plan Document designating employers’ voting representative for GMEBS purposes to be consistent with the GMEBS Bylaws. The language provides that, unless otherwise directed by an employer’s chief executive, a GMEBS trustee will be considered his or her employer’s designated voting representative. For all other employers, the chief executive or administrative officer will be the employer’s voting representative.
- ❖ **Use of Trust Fund Assets** – The Basic Plan Document stipulates that trust fund assets can be used to pay reasonable fees, taxes and expenses of the Plan and Trust.
- ❖ **Reversion of Assets in Event of Plan Termination** – Per the request of the IRS, GMEBS amended the Basic Plan Document to state that, in the event an employer’s plan is terminated, excess trust fund assets remaining after paying all vested accrued benefits to all participants can only revert to the employer if the excess was due to an actuarial error.
- ❖ **Added Language to Adoption Agreement Regarding Compliance with Federal Law when an Employer Has More than One Defined Benefit Retirement Plan** – Per the request of the IRS, the Adoption Agreement contains a new Section 15(G) concerning Section 415(b) of the Internal Revenue Code, when an employer has more than one defined benefit retirement plan. This provision will be blank in most GMEBS employers’ Adoption Agreements.

SUMMARY OF KEY AMENDMENTS

- ❖ **Adjusted Minimum Ages for Commencement of Required Minimum Contributions** – The SECURE Act of 2019 and 2022's SECURE 2.0 raised the age at which participants have to start drawing retirement benefits. These changes were not included in the restated Basic Plan Document reviewed by the IRS. However, on September 23, 2023, the Board of Trustees of GMEBS adopted Amendment 1 to the Restated Plan to implement these updates. Currently, a terminated vested participant must retire no later than the April 1 following the date the participant turns 73. Starting in 2033, a terminated vested participant must retire no later than the April 1 following the date the participant turns 75.

GEORGIA MUNICIPAL EMPLOYEES
BENEFIT SYSTEM

DEFINED BENEFIT RETIREMENT PLAN

AN ORDINANCE
and
ADOPTION AGREEMENT
for

City of McDonough

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

TABLE OF CONTENTS

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

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

I. AN ORDINANCE

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

Section 1. The Retirement Plan for the Employees of the City of McDonough, 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 37

II. GMEBS DEFINED BENEFIT RETIREMENT PLAN
ADOPTION AGREEMENT

1. ADMINISTRATOR

Georgia Municipal Employees Benefit System
201 Pryor Street, SW
Atlanta, Georgia 30303
Telephone: 404-688-0472
Facsimile: 404-577-6663

2. ADOPTING EMPLOYER

Name: **City of McDonough, Georgia**

3. GOVERNING AUTHORITY

Name: **Mayor and Council**
Address: **136 Keys Ferry Street, McDonough, GA 30253**
Phone: **(770) 957-3915**
Facsimile: **(678) 432-0070**

4. PLAN REPRESENTATIVE

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

Name: **City Administrator**
Address: **136 Keys Ferry Street, McDonough, GA 30253**
Phone: **(770) 957-3915**
Facsimile: **(678) 432-0070**

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:
Position:
Position:

Pension Committee Secretary: **Human Resources Director**
Address: **136 Keys Ferry Street, McDonough, GA 30253**
Phone: **(770) 957-3915**
Facsimile: **(678) 432-0070**

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)**): _____

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 the date of its approval by the Governing Authority **(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 September 5, 2019 **(insert effective date of most recent Adoption Agreement preceding this Adoption Agreement).**

The Employer's first Adoption Agreement became effective October 1, 2008 **(insert effective date of Employer's first GMEBS Adoption Agreement).** The Employer's GMEBS Plan was originally effective October 1, 2008 **(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 January 1, 2004 **(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): July 1.

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): _____.

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: **32 hours/week** (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 6 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): See Addendum subsection 16(e) concerning requirement for repayment of withdrawn Employee Contributions as precondition for award of Credited Past Service.

(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. Prior Military Service

Note: 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 2 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)): The Participant must submit military form DD-214 or other proof that the Pension Committee Secretary deems satisfactory to establish the Participant's entitlement to Prior Military Service Credit under the Plan.

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

(1) Credit for Unused Paid Time Off.

Subject to the limitations in Section 3.01 of the 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.

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

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

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

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

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

(2) Minimum Service Requirement.

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

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

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

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

(4) Maximum Credit for Unused Paid Time Off.

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

(5) Computation of Unused Paid Time Off.

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

(6) Other Conditions (please specify, subject to limitations in Section 3.01 of 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)): _____.

14. RETIREMENT ELIGIBILITY

A. Early Retirement Qualifications

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

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

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

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

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

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

B. Normal Retirement Qualifications

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

(1) Regular Employees

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

- ☒ Attainment of age 65 (insert number)
- ☒ Completion of 5 years (insert number) of Total Credited Service
- ☐ In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and 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): _____.

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

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

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

- ☐ Attainment of age _____ (**insert number**)
- ☐ Completion of _____ years (**insert number**) of Total Credited Service
- ☐ In-Service Distribution to Eligible Employees permitted (*i.e.*, a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and 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) **Elected or Appointed Members of Governing Authority**

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

- ☐ Attainment of age _____ (**insert number**)
- ☐ Completion of _____ years (**insert number**) of Total Credited Service
- ☐ In-Service Distribution to Eligible Employees permitted (*i.e.*, a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and 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**): _____.

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

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

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

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

- ☐ Attainment of age _____ **(insert number)**
- ☐ Completion of _____ years **(insert number)** of Total Credited Service
- ☐ In-Service Distribution to Eligible Employees permitted (*i.e.*, a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and 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. Alternative Normal Retirement Qualifications

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

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

- (1) ☐ Not applicable (the Adopting Employer does not offer alternative normal retirement benefits under the Plan).
- (2) ☐ **Alternative Minimum Age & Service Qualifications (if checked, please complete one or more items below, as applicable):**
 - ☐ Attainment of age _____ **(insert number)**
 - ☐ Completion of _____ years **(insert number)** of Total Credited Service
 - ☐ In-Service Distribution to Eligible Employees permitted (*i.e.*, a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and 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 80 (insert number).** The Participant's combined Total Credited Service and age must equal or exceed this number. Please complete additional items below:

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

- ☐ Must have attained at least age _____ **(insert number)**
- ☒ Must not satisfy any minimum age requirement
- ☐ In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if the Participant meets the minimum age and service requirements specified immediately above and 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))**: Credited Service with other GMEBS employers before the Participant's employment date or after the Participant's Termination date will count as Credited Service for the purpose of meeting the Rule of 80.

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

- ☐ In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if the Participant meets the minimum service requirement specified immediately above and 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 qualifications for this alternative normal retirement benefit.

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

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

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

- ☐ In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if the Participant meets minimum age and service requirements specified immediately above and 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 qualifications for this alternative normal retirement benefit.

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

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

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

- ☐ In-Service Distribution to Eligible Employees who are Public Safety Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if the Participant meets minimum age and service requirements specified immediately above and 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 _____ years for the following classes of Eligible Regular Employees:
 - ☐ All Eligible Regular Employees.
 - ☐ Only the following Eligible Regular Employees: _____.
- ☐ limited to _____ years as an elected or appointed member of the Governing Authority.
- ☐ limited to _____ years as a Municipal Legal Officer.
- ☐ Other (must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): _____.

B. Monthly Normal Retirement Benefit Amount

(1) Regular Employee Formula

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

- ☒ (a) **Flat Percentage Formula. 1.5% (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):
Eligible Regular Employees initially employed on or after July 1, 2018, who Terminate employment with fewer than ten (10) years of Total Credited Service with the City of McDonough.
- ☒ (b) **Alternative Flat Percentage Formula. 2.0% (insert percentage) of Final Average Earnings multiplied by years of Total Credited Service as an Eligible Regular Employee. This formula applies to the following**

Participants (must specify - specific positions are permissible; specific individuals may not be named): Eligible Regular Employees initially employed before July 1, 2018, who Terminate employment with fewer than ten (10) years of Total Credited Service with the City of McDonough.

- ☒ (c) **Alternative Flat Percentage Formula.** 2.25% (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): Eligible Regular Employees who Terminate employment with ten (10) or more years of Total Credited Service with the City of McDonough.

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

- ☐ (e) **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): _____.
- ☐ (d) **Covered Compensation** shall mean a Participant's annual Earnings that do not exceed \$_____ (specify amount). This definition shall apply to (check one):
- ☐ All Participants who are Regular Employees.
- ☐ Only the following Participants (must specify - specific positions are permissible; specific individuals may not be named): _____.

(3) **Final Average Earnings**

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

This definition of Final Average Earnings applies to:

- ☒ All Participants who are Regular Employees.

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

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

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

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

- ☒ Not applicable (elected or appointed members of the Governing Authority or Municipal Legal Officers are not permitted to participate in the Plan).
- ☐ \$ _____ (insert dollar amount) per month for each year of Total Credited Service as an elected or appointed member of the Governing Authority or Municipal Legal Officer (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. Monthly Early Retirement Benefit Amount

Check and complete one or more as applicable:

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

Alternative Early Retirement Reduction Table

<u>Number of Years Before</u> <u>[Age (Insert Normal</u>	<u>Percentage of</u>
<u>Retirement Age)]</u>	<u>Normal Retirement Benefit*</u>
<u>(check as applicable)</u>	<u>(complete as applicable)</u>
☐ 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 _____% **(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)**:

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

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

Regular Employees to whom exception applies **(must specify - specific positions are permissible; specific individuals may not be named):** City Manager of the City of McDonough employed in said position as of January 14, 2009.

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.): Immediate Vesting (no Vesting requirement).

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. In-Service Death Benefit

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): _____.

(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 ($\frac{1}{2}$) ☐ _____ (**insert other fraction**) of the Service between such date of death and what would otherwise have been the Participant's Normal Retirement Date. (**See 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) **Exceptions:** If a terminated vested death benefit other than that specified above applies to one or more classes of Participants, the Employer must specify below the death benefit payable, the class(es) to whom the different death benefit applies, and the eligibility conditions for said death benefit.

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

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

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

19. EMPLOYEE CONTRIBUTIONS

(1) Employee contributions (check one):

- ☒ Are not required.
- ☐ Are required in the amount of _____ % (insert percentage) of Earnings for all Participants.
- ☐ Are required in the amount of _____ % (insert percentage) of Earnings for Participants in the following classes (must specify - specific positions are permissible; specific individuals may not be named): _____.

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

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

The Employer hereby elects (check one):

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

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

- ☐ Interest shall not be paid.
- ☐ Interest shall be paid on a refund of Employee Contributions at a rate established by GMEBS from time to time.

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

20. MODIFICATION OF THE TERMS OF THE ADOPTION AGREEMENT

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

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

21. TERMINATION OF THE ADOPTION AGREEMENT

This Adoption Agreement (and any Addendum) may be terminated only in accordance with the Plan. The Administrator will inform the Adopting Employer in the event the Board should decide to discontinue this 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 the date of its approval by the Governing Authority **(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 McDonough, Georgia this _____ day of _____, 20_____.

Attest:

CITY OF MCDONOUGH, 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 McDonough, as follows (complete one or more sections, as applicable):

***** Items (1) though (15) of pre-approved Addendum – Not Applicable *****

(15) 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) 2008 Transfer of Assets & Administration.** The trustee, custodian, fund administrator, third party administrator, actuaries, investment managers, and other employees or agents of the City of McDonough responsible for the administration of the City's defined benefit retirement plan document in effect immediately prior to October 1, 2008, were authorized and directed to take any and all reasonably necessary actions to effect the transfer of retirement plan assets to GMEBS by September 1, 2008, to facilitate the transfer of plan administration to GMEBS effective October 1, 2008. On or before September 1, 2008, the City of McDonough was to provide (or was to ensure that its employees or agents provided) GMEBS with records and information reasonably requested or necessary to facilitate the timely transfer of plan administration and in particular the continued payment of benefits to retirees and beneficiaries in pay status as of October 1, 2008. Information and records to be provided included, but were not limited to, the following as they related to retirees and beneficiaries in pay status, active employees, and/or terminated employees: name, address, social security number, birth date, benefit payment amounts for current retirees and beneficiaries in pay status, years and months of credited service under the terms of the plan document in effect immediately prior to October 1, 2008, prior plan document, accrued monthly normal retirement benefit, vested status of current and former employees, employee contribution account balances for current and former employees and retirees (if any), including a separate entry indicating interest accumulated on employee contributions up until the asset transfer date, the names of any current or former employees who have received a refund of their employee contributions under the prior plan document, and if so the amount of said

refund and the date of the refund, pre-retirement and post-retirement beneficiary designation forms, retirement and death benefit applications, direct deposit forms, tax withholding forms, and 1099 tax reporting information for retirees and beneficiaries in pay status. In particular with respect to terminated employees who were vested as of October 1, 2008, but not in pay status, the City was to ensure that GMEBS was provided with a listing indicating the amount of each such former employee's vested accrued normal retirement benefits, and their normal retirement eligibility date under the prior plan document.

- (b) Payment of Benefits for Retirees and Beneficiaries in Pay Status. With respect to retirees and beneficiaries in pay status as of October 1, 2008, GMEBS will pay benefits in accordance with the form of benefit payment required or selected under the applicable terms of the retirement plan document in effect immediately prior to October 1, 2008, provided that plan assets have been transferred and that participant records and information necessary to effect such payments have been furnished to GMEBS by the City and/or its agents in accordance with subsection 16(a) above.
- (c) Payment of Retirement Benefits for Terminated Vested Participants. With respect to former employees who were not employed with the City as of October 1, 2008, who were vested under the terms of the prior plan document but not in pay status as of said date, and who do not return to service with the City as Eligible Employees after October 1, 2008, eligibility for early and normal retirement benefits will be determined based upon the eligibility provisions of the plan document in effect immediately prior to October 1, 2008 (65 & 5 for normal retirement, 60 & 10 for early retirement). The retirement benefit payment options, early retirement factors, and other actuarial assumptions under the GMEBS Basic Plan Document shall otherwise govern payment of retirement benefits to said terminated employees. Said former employees will not be eligible for disability retirement benefits.
- (d) Pre-Retirement Death Benefits for Terminated Vested Participants. With respect to former employees who were not employed with the City as of October 1, 2008, who were vested under the terms of the prior plan document but not in pay status as of such date, and who do not return to service with the City as Eligible Employees after October 1, 2008, eligibility for and payment of pre-retirement death benefits will be determined in accordance with the eligibility requirements, actuarial assumptions and payment provisions of the GMEBS Basic Plan Document and the City's Adoption Agreement, notwithstanding any provision of the prior plan document to the contrary. The pre-retirement beneficiary designation form (if any) supplied to GMEBS in connection with the transfer of plan administration shall control payment of pre-retirement death benefits to said former employees, unless the former employee changes the designation after October 1, 2008, in accordance with the provisions of the GMEBS Basic Plan Document. In the event there is no designated beneficiary to whom death benefits are payable under this

subsection, Section 8.06 or 8.11 of the GMEBS Basic Plan Document, as applicable, will control payment of such pre-retirement beneficiaries.

- (e) **Treatment of Employee Contributions Made under Prior Plan.** Employee Contributions will not be required after October 1, 2008. Any employee contributions held under the terms of the prior plan document were transferred to GMEBS by September 1, 2008, and will, after such transfer, accrue interest at the rate of five percent (5%) per annum, compounded annually. Employee contributions will be refundable to employees upon termination of employment after October 1, 2008, in accordance with the terms of the GMEBS Basic Plan Document, except as otherwise provided herein. If an Employee withdraws or receives a refund of employee contributions upon termination, the Employee will forfeit service credit under this Plan for the period of service for which the employee contributions were required (prior to October 1, 2008). If an Employee or former Employee has previously received a refund of employee contributions and is later reemployed by the City, the Employee must repay in a lump sum within six (6) months of reemployment any amount previously withdrawn, plus interest at the rate of 5% per annum from the date of the distribution to the date of the repayment, to restore prior service credit relating to the previously withdrawn employee contributions. For terminated employees who have withdrawn their employee contributions prior to October 1, 2008, the City was to ensure that GMEBS is provided with information and/or documentation as to the amount and date of said withdrawal. If a former Employee has previously received a lump sum small benefit cashout upon termination of employment, and returns to employment with the City after October 1, 2008, said Employee will not be required or permitted to repay employee contributions. Said Employee's service with the City prior to reemployment will not be taken into account in calculating the Employee's benefit amount, but said prior service will count toward benefit eligibility under the Plan.
- (f) **QDRO's.** In accordance with the GMEBS Basic Plan Document and notwithstanding any provision of the prior plan document to the contrary, distributions to alternate payees under qualified domestic relations orders will not be permitted under this Plan after October 1, 2008.
- (g) **Amendment.** In accordance with the terms of the prior plan document concerning plan amendments, and notwithstanding any provision of the GMEBS Basic Plan Document to the contrary, the City reserves the right to amend any of the elective provisions of this Adoption Agreement.
- (h) **IRS Filings.** The City will at its own expense complete any IRS filings that GMEBS requests and make any plan amendments that the IRS requests 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, this General Addendum, and/or the prior plan document.

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

Attest: **CITY OF MCDONOUGH, GEORGIA**

City Clerk

Mayor

(SEAL)

Approved:

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