



**City of Guyton, Georgia
City Council Meeting
October 8, 2024 at 7:00 P.M.**

**Guyton City Hall
310 Central Boulevard
Guyton, GA 31312**

AGENDA

- 1. Call to Order**
- 2. Invocation and Pledge of Allegiance**
- 3. Consideration to Approve the Agenda**
- 4. Consideration to Approve the Minutes**
 - ⊙ 09/10/24 Public Hearing and Regular Meeting
- 5. Reports from Staff and Committees**

⊙ Police Department	Kelphie Lundy
⊙ Fire Department	Clint Hodges
⊙ Public Works/Water/Sewer	EOM
⊙ Planning and Zoning	Lon Harden
⊙ Industrial Development	Lon Harden
⊙ Historical Commission	Lucy Powell
⊙ Leisure Services	Lula Seabrooks
⊙ Library Board	Jim Odum
⊙ Downtown Development	Miller Bargeron, Jr.
- 6. Old Business**
 - A. Second reading and consideration to approve Ordinance 2024-06 regarding annexation and rezoning of Parcel ID 02710025C00
 - B. Second reading and consideration to approve Ordinance 2024-07 regarding rezoning of Parcel ID G0040033B00
- 7. New Business**
 - A. Consideration to approve Sumter Local Government Consulting recruitment proposal for \$18,000.00

- B. Consideration to authorize the city attorney to draft a resolution revising the appeal provisions in the personnel policy
- C. Consideration to approve ProAir Heating & Cooling system proposal in the amount of \$24,624.00 for equipment repair and upgrade at the Guyton Police Department
- D. Consideration to proclaim October as Domestic Violence Awareness Month
- E. First reading of Ordinance 2024-08 amending and restating the Georgia Municipal Employees Benefit System Defined Benefit Retirement Plan

8. General Government

- ☉ Water Tower Discussion

9. Dates to Remember

- ☉ Monday, October 14, 2024, Guyton City Hall closed in observance of Indigenous Peoples Day/Columbus Day
- ☉ Wednesday, October 16, 2024, Downtown Development Authority Meeting at 10:00 A.M. — Guyton City Hall, 310 Central Boulevard, Guyton, GA 31312
- ☉ Thursday, October 17, 2024, Bingo from 11:00 A.M. until 12:00 P.M. — Leisure Services Room, 505 Magnolia Street, Guyton, GA 31312
- ☉ Saturday, October 19, 2024, Fall Sale Along the Trail from 8:00 A.M. until 2:00 P.M. — Guyton Walking Trail, 310 Central Boulevard, Guyton, GA 31312
- ☉ Wednesday, October 23, 2024, Blood Drive from 1:00 P.M. until 6:00 P.M. — Guyton Gymnasium, 505 Magnolia Street, Guyton, GA 31312
- ☉ Saturday, October 26, 2024, CASA Superhero Run at 8:00 A.M. — Guyton Gymnasium, 505 Magnolia Street, Guyton, GA 31312
- ☉ Saturday, October 26, 2024, Trick or Trail from 5:00 P.M. until 7:00 P.M. — Guyton Walking Trail, 310 Central Boulevard, Guyton, GA 31312
- ☉ Tuesday, October 29, 2024, Special Called Planning and Zoning Public Hearing and Meeting at 7:00 P.M. — Guyton City Hall, 310 Central Boulevard, Guyton, GA 31312
- ☉ Tuesday, November 12, 2024, Guyton City Council Public Hearing and Meeting at 7:00 P.M. — Guyton City Hall, 310 Central Boulevard, Guyton, GA 31312

10. Consideration to Adjourn

Rules of Decorum for All Meetings

The purpose of the Rules of Decorum is to foster an atmosphere of civil and courteous discourse, even and especially when discussing contentious topics, at all meetings held by the City of Guyton.

(A) General rules applicable to all (Mayor and City Council, Staff, Members of the Public)

- 1) Each speaker should refrain from personal attacks, foul or abusive language, and will maintain a civil and courteous manner and tone.
- 2) During designated times for members of the public to speak, members of the public will be permitted 10 minutes to discuss topics. After 10 minutes of discussion on a topic, members of the public will be limited to 3:00 minutes speaking time. The Mayor or presiding officer shall have the authority to grant additional speaking time. Notwithstanding the foregoing, during public hearings involving zoning decisions, members of the public will have no less than 10 minutes to speak in favor, and no less than 10 minutes to speak in opposition.
- 3) Members of the audience will respect the rights of others and will not create noise or other disturbances that will disrupt or disturb persons who are addressing the Mayor and Council or Committee or Board or Commission, or members of those bodies who are speaking, or otherwise impede the orderly conduct of the meeting.

(B) Additional Rules for Mayor and City Council, Committees, Boards or Commissions

1. The Mayor and City Council, Committees, Boards, Authorities, or Commissions will conduct themselves in a professional and respectful manner at all meetings.
2. Questions for staff or individuals or other Council, Committee, Board or Commission members will be directed to the appropriate person to answer. Members of the Mayor and City Council, Committees, Boards, Authorities, or Commissions will attempt to answer or address questions presented one at a time without attempting to talk over another member.
3. Members of the Mayor and City Council, Committees, Boards, Authorities, or Commissions are always free to criticize or question policies, positions, data, or information presented. However, members of the Mayor and City Council, Committees, Boards, Authorities, or Commissions will not attack or impugn the person presenting.

(C) Enforcement

The Mayor or presiding officer has the authority to enforce each of the Rules of Decorum regarding members of the public. If any Rule is violated, the Mayor or presiding officer will give the speaker a warning, citing the Rule being violated, and telling the speaker that a second violation will result in a forfeiture of the right to speak further. The Mayor or presiding officer also may have the offending speaker removed from the meeting if the misconduct persists. The Mayor or presiding officer shall not have any power under this provision regarding a Council, Committee, Board or Commission member.



City of Guyton
City Council Public Hearing and Meeting
September 10, 2024 — 7:00 PM

MINUTES OF MEETING

Call to Order — The City of Guyton Council held a City Council Meeting on September 10, 2024, at Guyton City Hall — 310 Central Boulevard, Guyton, GA 31312. The meeting was called to order by Mayor Andy Harville at approximately 7:00 PM. Mayor Andy Harville, Mayor Pro Tem Michael Johnson, Councilmember Jeremiah Chancey, Councilmember Joseph Lee, and Councilmember Theodore Hamby were present.

Additional Administrative Staff Present — City Clerk Fabian Mann and City Attorney Benjamin Perkins were present.

Guest Present — The guest sign-in sheets are filed in the Office of the City Clerk.

Public Hearing

- ⊗ Annexation and Rezoning of Parcel ID 02710025C00
(100.001 Acres / AR-1 → R-1)
-

Invocation — The invocation was led by **Lon Harden**.

Pledge of Allegiance — The Pledge of Allegiance was led by **Chancey**.

Consideration to Approve the Agenda — **Johnson** made a motion to approve the agenda with the following amendment. **Hamby** seconded the motion. **Motion passed unanimously**.

- ⊗ Adding personnel as a topic for executive session

Consideration to Approve the Minutes — **Hamby** made a motion to approve the minutes of the following meetings. **Lee** seconded the motion. **Motion passed unanimously**.

- ⊗ 08/13/24 Regular Meeting
 - ⊗ 08/22/24 Special Called Meeting
-



Reports from Staff or Committees

☉ Police Department	Kelphie Lundy
☉ Fire Department	Clint Hodges
☉ Public Works	EOM
☉ Planning and Zoning	Lon Harden
☉ Industrial Development	Lon Harden
☉ Historical Commission	Lucy Powell
☉ Library Board	Jim Odum
☉ Downtown Development Authority	Miller Barger, Jr.

Public Participation

- ☉ Julie Pickens, CASA

Old Business

Second reading and consideration to approve Ordinance 2024-05 for the Defined Benefit Employee Retirement Plan — Johnson made a motion to approve Ordinance 2024-05. Hamby seconded the motion. Motion passed unanimously.

New Business

First reading of Ordinance 2024-06 regarding annexation and rezoning of Parcel ID 02710025C00

First reading of Ordinance 2024-07 regarding rezoning of Parcel ID G0040033B00

Consideration to approve Resolution 2024-17 imposing a moratorium on the acceptance of applications for sanitary sewer services for future residential properties — Chancey made a motion to approve Resolution 2024-17. Johnson seconded the motion. Harville and Lee voted aye. Hamby voted nay. Motion passed with a vote of 4-1.

Consideration to approve a laydown yard lease agreement with Georgia Power Company — Johnson made a motion to approve the lease agreement. Lee seconded the motion. Motion passed unanimously.

Consideration to renew a rental agreement with Pitney Bowes — Johnson made a motion to renew the rental agreement. Chancey seconded the motion. Motion passed unanimously.



Consideration to approve an alcohol beverage license for Fagunkumar Patel — Johnson made a motion to approve the alcohol beverage license. **Chancey** seconded the motion. **Motion passed unanimously.**

Consideration to proclaim September 30, 2024, as Guyton Reads Day — Hamby made a motion to approve the proclamation. **Lee** seconded the motion. **Motion passed unanimously.**

Consideration to move from the regular meeting into an executive session referencing litigation, real estate, and personnel — Johnson made a motion to move from the regular meeting into an executive session. **Hamby** seconded the motion. **Motion passed unanimously.**

Consideration to take any action needed arising from executive session — No action taken.

Dates to Remember

- Wednesday, September 18, 2024, Downtown Development Authority Meeting at 10:00 A.M. — Guyton City Hall, 310 Central Boulevard, Guyton, GA 31312
 - Thursday, September 19, 2024, Bingo from 11:00 A.M. until 12:00 P.M. — Leisure Services Room, 505 Magnolia Street, Guyton, GA 31312
 - Tuesday, October 9, 2024, Guyton City Council Meeting at 7:00 P.M. — Guyton City Hall, 310 Central Boulevard, Guyton, GA 31312
-

Consideration to Adjourn — Johnson made a motion to adjourn. **Lee** seconded the motion. **Motion passed unanimously.**

City of Guyton

Andy Harville, Mayor

Attest:

Fabian M. Mann, Jr., City Clerk

CITY OF GUYTON

STATE OF GEROGIA

ORDINANCE NO. 2024-06

AN ORDINANCE TO ANNEX CERTAIN PROPERTY INTO THE CITY OF GUYTON, GEORGIA PURSUANT TO CHAPTER 36 OF TITLE 36 OF THE OFFICIAL CODE OF GEORGIA ANNOTATED, AND TO AMEND THE ZONING ORDINANCE AND OFFICIAL ZONING MAP OF THE CITY OF GUYTON, GEORGIA, AS AMENDED, TO REZONE CERTAIN PROPERTY CURRENTLY KNOWN AS EFFINGHAM COUNTY PARCEL NO. 02710025C00 FROM EFFINGHAM COUNTY ZONING CLASSIFICATION AR-1 TO CITY OF GUYTON ZONING CLASSIFICATION R-1; TO REPEAL ALL ORDINANCES IN CONFLICT HEREWITH; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE GOVERNING AUTHORITY OF THE CITY OF GUYTON, GEORGIA in a regular meeting assembled and pursuant to lawful authority thereof, as follows:

SECTION 1. That the area contiguous to the City of Guyton, currently known as Effingham County Parcel No. 02710025C00 is hereby annexed into the City of Guyton and is made a part of said city.

SECTION 2. That the zoning ordinance and Official Zoning Map of the City of Guyton, Georgia, as amended, be amended so that Parcel No. 02710025C00 (currently zoned Effingham County zoning classification AR-1), shall be rezoned to City of Guyton zoning classification R-1.

SECTION 3. That the City Zoning Official and/or the City Clerk of Guyton is instructed to send within 30 days of the effective date of this ordinance an annexation report required under O.C.G.A. § 36-36-3 to: (1) the governing authority of Effingham County; (2) the Georgia Department of Community Affairs; and (3) the United States Census Bureau. The annexation report shall contain all information required under O.C.G.A. § 36-36-3.

SECTION 4. This ordinance shall become effective upon adoption.

SECTION 5. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

SO ORDAINED, this _____ day of _____, 2024.

CITY OF GUYTON

Andy Harville, Mayor

ATTEST:

Fabian Mann, City Clerk

CITY OF GUYTON
STATE OF GEORGIA

ORDINANCE NO. 2024-07

AN ORDINANCE TO AMEND THE ZONING ORDINANCE AND OFFICIAL ZONING MAP OF THE CITY OF GUYTON, GEORGIA, AS AMENDED; TO REZONE FROM R-1 ZONING CLASSIFICATION TO R-2 ZONING CLASSIFICATION CERTAIN REAL PROPERTY OWNED BY ANDRIK PROPERTIES, LLC AND KNOWN AS PARCEL NO. G0040033B00, LOCATED AT CENTRAL BLVD, GUYTON, GA 31312; TO REPEAL ALL ORDINANCES IN CONFLICT HEREWITH; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the duly elected governing authority of Guyton, Georgia is authorized by O.C.G.A. § 36-35-3 to adopt ordinances relating to its property, affairs, and local government; and

WHEREAS, the Mayor and Council have authority to amend the zoning classification of parcels from time to time;

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE GOVERNING AUTHORITY OF THE CITY OF GUYTON, GEORGIA IN A REGULAR MEETING ASSEMBLED AND PURSUANT TO LAWFUL AUTHORITY THEREOF, AS FOLLOWS:

SECTION 1. The Zoning Ordinance and Official Zoning Map of the City of Guyton, Georgia, as amended, shall be amended so that the approximately 0.77 acre parcel, presently owned by Andrik Properties, LLC, known as Parcel No. G0040033B00, and located at Central Blvd., Guyton, Georgia 31312, be rezoned from its present “R-1” zoning classification to a zoning classification of “R-2.”

SECTION 2. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 3. This ordinance shall become effective upon the date of adoption.

SECTION 4. The City Manager of the City of Guyton or her designee is hereby instructed to amend the Official Zoning Map of the City of Guyton to reflect the re-zoning reflected herein.

SO ORDAINED, this ___ day of _____, 2024.

CITY OF GUYTON

Andy Harville, Mayor

ATTEST:

Fabian Mann, City Clerk

CITY MANAGER Recruitment Proposal



www.sumterlocalgovconsulting.com

404.535.0525



404-535-0525
3480 Preston Ridge Rd. S. 500
Alpharetta, GA 30005



warren@sumterconsulting.com
www.sumterlocalgovconsulting.com

9/13/2024

City of Guyton
310 Central Blvd
Guyton, GA 31312
Attention: Andy Harville, Mayor

Dear Mayor Harville,

Sumter Local Government Consulting (Sumter LGC) is pleased to provide a proposal to perform executive search services for the City of Guyton.

We are local government industry veteran with decades of experience in local government. The search consultants who will be assigned to the City of Guyton have served as both City Managers and as consultants to leaders such as yourself.

Search firms doing work in the public sector typically will propose a similar process. However, as you review our proposal, you will notice an articulable difference between Sumter LGC and other search firms:

1. We focus considerable time understanding the culture of the City, talking with a wide range of stakeholders, and creating a customized candidate profile to differentiate talented candidates from the talented candidates who are a good fit for the City of Guyton.
2. We advertise strategically with smart recruitment materials and most importantly work our extensive local government network aggressively to find candidates who are not in a job search mode. We do a lot more than place ads and sort resumes.
3. We have experience hiring all levels of public sector leaders. Acting as a conduit between candidates and the City's leadership; we speak both languages and get results for clients. Importantly, we've been through this process as a search consultant, a clients of search firms, and most importantly as candidates for jobs just like this one.
4. Our background check process is unique and comprehensive. It involves real legwork to avoid surprises and provide clients with meaningful information to develop sound business decisions.
5. We are passionate about public service and believe strongly that local governments are most successful when they have strong partnerships between their City Manager and the City's elected officials.

We intend to assign Shawn Gillen to work with the City of Guyton for this recruitment. Among other local government roles, Shawn is the former City Manager in Doraville, GA and Tybee Island, GA. He lives on Tybee Island, providing him both local area knowledge and proximity to the City of Guyton.

We would be thrilled to collaborate with you to find the right City Manager for the City of Guyton.

Sincerely,

Warren Hutmacher

Warren Hutmacher, President
Sumter Local Government Consulting

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CONTACT INFORMATION:

Primary Contact: Warren Hutmacher

Email: warren@sumterconsulting.com

Phone: 404.535.0525

Website: www.sumterlocalgovconsulting.com

CORPORATE PROFILE

HISTORY OF SUMTER LOCAL GOVERNMENT CONSULTING (Sumter LGC)

Sumter LGC was founded in 2021 by local government industry veteran Warren Hutmacher. Sumter LGC provides a wide array of customized management consulting services to local governments and organizations that operate within the local government sphere of influence.

PRIDE IN OUR EXPERTISE

Sumter LGC is dedicated to providing clients executive level assistance to solve complex problems and carefully handle important projects utilizing years of experience and accomplishments for the benefit of the client.

PRIDE IN THE PERSONAL ATTENTION WE PROVIDE TO CLIENTS

Sumter LGC is able to provide the personal attention to clients necessary to take on tough projects, meet deadlines and provide top-level expertise. Sumter LGC believes that local government consulting is a relationship business and that our reputation depends on how we treat our partners.

PRIDE IN PUBLIC SERVICE

Sumter LGC was founded by a career public servant who dedicated his career to working for the public good. Sumter LGC believes that our work for local government clients is an extension of their mission. We strive in everything we do to earn the trust of our clients and the communities we serve.

WARREN HUTMACHER

President, Sumter LGC



Warren has over 25 years of leadership experience and is familiar with all aspects of municipal government. As former City Manager for the cities of Johns Creek, Dunwoody, Norcross, Avondale Estates and Hutto, Warren was involved in key community issues including traffic congestion, planning, neighborhood preservation, economic development, revenue expansion, and park development.

Serving various municipalities throughout his career, Warren maintains a keen understanding of community issues, including how to work with a wide variety of stakeholders to establish priorities that will provide the best and most meaningful results for clients.

SHAWN GILLEN, PhD

Senior Vice President, Sumter LGC



MONMOUTH
ILLINOIS



THE CITY OF
Doraville
Diversity, Vitality, Community



UK University of
Kentucky

With a long track record in local government, Dr. Shawn Gillen has served as a Mayor, City Manager, and City Manager in Illinois, Minnesota, and Georgia. He recently served as the City Manager in Doraville, GA, and Tybee Island, GA.

In addition to his leadership experience, Shawn brings a PhD and years of teaching at the university level to the table. His academic research centers around public finance and budgeting. Shawn is also a published author on the topic of City/County Consolidation. His unique skills and experiences will allow him to be a valued problem solver for local governments.

BILLY GROGAN

Senior Vice President, Sumter LGC



With a long track record in local government and law enforcement, Billy has served as a Police Chief, Interim City Manager, Instructor and Leadership Consultant. He recently retired as the first Chief of Police for the City of Dunwoody, GA.

Billy has a MPA from Kennesaw State University and is a graduate of the 193rd session of the FBI National Academy. He is an accomplished author and subject matter expert on the use of social media in law enforcement. He has a long list of accolades and accomplishments in law enforcement, including serving as the President of the Georgia Association of Chiefs of Police and board service on the International Association of Chiefs of Police Human and Civil Rights Committee.

Billy will be helping local governments solve complex problems in law enforcement and leadership as well as helping clients with executive search and staffing challenges.

EXPERIENCE AND QUALIFICATIONS

Sumter LGC has included a list of recent searches the firm has completed on the following page. As City Managers for over 20 years, Warren and Shawn have hired for every position in local government and have extensive experience with the recruitment, interview and hiring process.

What separates Sumter LGC from other firms is that we have been both a candidate and a client of executive search firms, as well as a consultant helping elected officials and City and County Managers with their recruitments.

The process Sumter LGC utilizes for searches is predicated from these experiences. These varied windows into the search process has impacted how we treat our clients and candidates, and ultimately how we focus on creating positive outcomes for local governments.

The bottom line is we know what we are doing, will provide excellent advice throughout the process, and ultimately help you select a candidate that is the best fit for the City of Guyton.

RECENT SEARCHES AND OTHER ASSIGNMENTS

<u>Client</u>	<u>Assignment</u>	<u>Year</u>
City of Smyrna, GA	Assistant City Administrator	2020
City of Winder, GA	City Engineer	2020
City of Doraville, GA	City Clerk	2020
City of College Park, GA	City Manager	2022
City of Stone Mountain	Interim City Manager	2022
City of College Park, GA	Public Works Director	2022
City of Winder, GA	Planning Leader	2022
City of College Park, GA	Chief Building Official	2022
City of South Fulton, GA	Internal Auditor	2023
City of College Park, GA	Airport Affairs Director	2023
City of Fayetteville, GA	Economic Dev. Director	2023
City of College Park, GA	City Engineer	2023
City of Pompano Beach, FL	Human Resources Director	2023
City of Winder, GA	Human Resources Director	2023
City of Social Circle, GA	Finance Director	2023
Georgetown County, SC	County Engineer	2023

RECENT SEARCHES AND OTHER ASSIGNMENTS

<u>Client</u>	<u>Assignment</u>	<u>Year</u>
City of Suwanee, GA	Public Works Director	2023
City of Clarkston, GA	Interim City Manager	2023
City of Social Circle, GA	Interim Finance Director	2023
City of Brookhaven, GA	Interim Parks and Recreation Director	2023
City of South Fulton, GA	Fire Fee Analysis	2023
City of Powder Springs, GA	Fractional Deputy Finance Director	2023
City of Doraville, GA	Interim City Clerk	2023
City of Duluth, GA	Purchasing Manual Revision	2023
City of Palmetto, GA	Budget Preparation	2023
City of College Park, GA	Assistant City Manager	2023
City of Brookhaven, GA	Interim Parks and Recreation Director	2023
City of Chamblee, GA	Interim City Manager	2024
City of Doraville, GA	Interim Accountant	2024
City of Sylvester, GA	Fractional Chief Financial Officer (CFO)	2024
City of Decatur, GA	Senior City Engineer	2024
City of Atlanta, GA	Interim Fleet Manager	2024
City of Powder Springs, GA	Agency Head - Infrastructure/ Dev.	2024

RECENT SEARCHES AND OTHER ASSIGNMENTS

<u>Client</u>	<u>Assignment</u>	<u>Year</u>
City of Brookhaven, GA	Public Works Director	2024
City of East Point, GA	Interim City Manager	2024
City of Villa Rica, GA	City Engineer	2024
City of Powder Springs, GA	Deputy Finance Director	2024
City of Kennesaw, GA	Information Technology Director	2024
City of Stonecrest, GA	Chief of Police	2024
Glynn County, GA	Community Development Director	2024
City of Winder, GA	City Administrator	2024
City of New Carrollton, MD	Interim City Clerk	2024
City of Acworth, GA	Finance Director	2024
City of Acworth, GA	Deputy City Manager	2024
City of Germantown, TN	Public Works Director	2024
City of Warner Robins, GA	Finance Director	2024
City of Warner Robins, GA	City Engineer	2024
City of College Park, GA	HR and Risk Management Director	2024
City of College Park, GA	Purchasing Director	2024
City of College Park, GA	City Clerk	2024
City of College Park, GA	Economic Development Director	2024

RECENT SEARCHES AND OTHER ASSIGNMENTS

<u>Client</u>	<u>Assignment</u>	<u>Year</u>
City of College Park, GA	City Manager	2024
City of College Park, GA	City Planner	2024
City of College Park, GA	Grants Manager	2024
City of College Park, GA	Public Works Director	2024
City of Sandersville, GA	Finance Director	2024
City of Tucker, GA	Deputy Parks and Recreation Director	2024
City of College Park, GA	Interim Finance Director	2024
City of College Park, GA	Interim Purchasing Administrator	2024
City of Chamblee, GA	Assistant City Manager	2024
Spartanburg County, SC	Transportation Manager	2024
City of College Park, GA	Fire Chief	2024
City of College Park, GA	Finance Director	2024
City of College Park, GA	Executive Director - Convention Center	2024
City of East Point, GA	Finance Director	2024
City of East Point, GA	IT Director	2024
City of Sandersville, GA	Public Works Director	2024
City of Acworth, GA	Public Works Director	2024
City of Tifton, GA	City Manager	2024

DESCRIPTION OF THE RECRUITMENT APPROACH

Sumter LGC will work collaboratively with the City of Guyton to recruit for a City Manager.

Sumter LGC will:

- Keep the client informed of key progress in the recruitment process
- Place the client's best interest above all others
- Provide candid and thoughtful assessments of the candidates
- Represent the client with integrity, professionalism and tact

PHASE 1 - Preparation of Qualifications Assessment

We believe that the most critical element in the recruitment process is creating an ideal candidate profile for the City Manager position. This profile will be utilized to narrow the candidate pool and focus the remaining steps of the search process to locking in on the candidate that is best fit for the City of Guyton.

This process includes challenging the client to think critically about what character traits, soft skills, and leadership abilities candidates will need to be successful in Guyton.

PHASE 1 - Preparation of Qualifications Assessment (Continued)

The Qualifications Assessment process will include a site visit to Guyton to gain a thorough understanding of the unique nature of the community and organization.

During this phase we will take a deep dive into the responsibilities of the City Manager and the issues facing the City of Guyton. Through this process we will be able to articulate the key short and long-term challenges and opportunities facing the next City Manager.

We will spend considerable time and effort talking with elected officials, key staff and anyone else the client recommends we speak with to develop the ideal candidate profile.

Specifically, we will conduct interviews to:

- Define the current state of the City and the culture of the organization
- Articulate the expectations for success for the City Manager
- Create a profile for what type of personality will be most successful in Guyton and what type of personality traits are to be avoided in narrowing the candidate pool

Please see Exhibit "A" for an example of some key points included in a candidate profile we used previously.

PHASE 1 - Preparation of Qualifications Assessment (Continued)

Sumter LGC is a strong believer in involving the community throughout the City Manager recruitment process. Community involvement will lead to a transparent, credible and community based recruitment process. The input the community provides will lead to a more robust and accurate candidate profile. We also believe that this type of inclusive process will provide the new City Manager with community cohesion and buy-in since the community was invited to be involved in the process.

There are several methods Sumter LGC can use to invite community input into the recruitment process.

- A community-wide survey to allow for input from a wide variety of community and staff stakeholders.
- Town Hall style meetings to elicit feedback from the community.
- Focus groups with small gatherings of community opinion leaders.

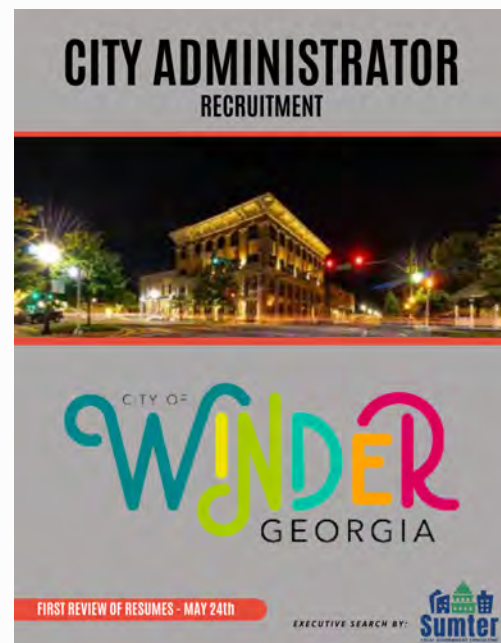
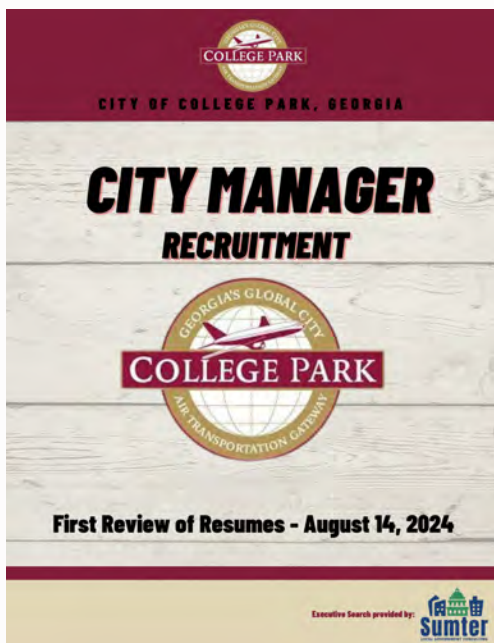
These examples of community engagement activities we will conduct are an integral part of the recruitment. We will use all these data points to evaluate candidates at each phase of the selection process.

PHASE 2 - Recruitment Strategy and Brochure Content

Sumter LGC creates a unique and informative digital candidate brochure to use in our marketing materials to catch the attention of top talent. The brochure is a staple in recruitments. We see them as a story-telling opportunity to capture the essence of a community and articulate the value proposition for the position we are recruiting for.

Candidates can easily move through the brochure to find pertinent information and get a gut feeling for the community and the job. We have also included video in a previous brochure to stay on the cutting edge.

See Exhibit "B" for an example of a brochure we used in a previous recruitment. We have all our current brochures on our website.



Example of two of our executive level recruitment brochures

City of Guyton

Working Together to Make a Difference!



PHASE 3 - Conduct the Candidate Search

Sumter LGC believes strongly in providing clients with a diverse candidate pool. Simply put, the larger the qualified pool the better chance you have to find the right candidate for the City of Guyton. To accomplish this in an efficient and effective manner, skill is used to determine where to post the job and how to craft an effective job posting. This recruitment will be national in scope and we will use every resource we have to advertise and recruit nationally.

In addition to the Georgia Municipal Association/Association of County Commissioners of Georgia (GMA/ACCG) and International City Managers Association (ICMA) website, we will work to advertise this recruitment with a number of subsets of the City Manager universe including the National Forum for Black Public Administrators, and the Local Government Hispanic Network (LGHN).

We work diligently to craft job advertisements and brochures to attract a wide range of candidates and we target our placements to sites where the best qualified candidates are looking. Adding to the pool by proactively recruiting candidates that aren't actively looking for work is the best way to deliver candidates who most closely fit the ideal candidate profile.

PHASE 3 - Conduct Candidate Search (Continued)

The larger and more diverse the candidate pool is offers the best chance for a successful hiring process. We utilize a wide range of advertising sources to enlarge our applicant pool. We dig a little deeper than traditional sources to find places to both advertise and recruit where candidates not currently in the job market may find this position advertised. We believe this is reflective of good business practices

We recommend you advertise regionally . We recently attended the Georgia Municipal Association Conference in Savannah, the Florida City Managers Association conference in Orlando, FL, the Georgia City County Managers Association Conference in Dunwoody and Athens this year as well as conferences in Alabama and Tennessee. We are well-connected and are skilled networkers. We will also leverage our 14,500 email addresses and our LinkedIn presence to market the job to likely candidates.

Recruiting is the most effective method of attracting candidates to this posting. We spend the necessary time to work our network, research candidates and invite those candidates who are best fits for the City of Guyton to apply for this position.

We will attend networking events and regional conferences to support this recruitment. There are no shortcuts to recruiting the top talent to the City of Guyton. It takes time, effort and persistence to proactively find the right candidates.

We believe that our proactive and energetic approach to recruiting separates us from our competition, who typically rely on conventional advertising and email blasting.

PHASE 4 - Identify and Submit Candidates for Consideration

Resumes will be collected directly by Sumter LGC. They are reviewed against the ideal candidate profile to narrow the pool to a semi-final group considered to be qualified for the job and genuine hiring possibilities. As a reminder, this profile was developed using input from the elected officials, staff and robust community engagement.

An advantage to hiring Sumter LGC for your recruitments is that your executive recruiter will be solely responsible for the task of reviewing applicants. For this assignment, Warren Hutmacher will be handling the initial review of resumes.

Larger firms sometime use lower hourly rate assistants to sort through resumes. This can lead to good candidates being discarded because the reviewer hasn't participated in all of the buildup to this phase including the site visit, tours and interviews conducted in Phase 1. This task requires an experienced professional with good judgment to differentiate qualified candidates from those qualified candidates who are a good fit for the City of Guyton.

Sumter LGC believes in transparency with our clients. We will provide the elected officials with every resume we receive and will conform to any resume review process the client prefers. We are not the decision makers in this process and want the client to feel they have explored every avenue in this search process.

At the conclusion of this process, we are ready to identify 10-12 (typically) semi-finalist candidates for the elected officials to accept in moving to the next phase.

PHASE 4 - Identify and Submit Candidates for Consideration (Continued)

Once the list of semi-finalists are agreed upon, we conduct recorded initial interviews. We record all the interviews whether in person or virtual so the client can see what we see. We learn a great deal from body language, facial expressions, enthusiasm and tone of voice.

After the initial interviews are completed, we will recommend to the City a manageable finalist group for a more formal in person interview process. To accomplish this, we provide you a written report summarizing each of the semi-finalist candidates. The report also includes links to the recorded interviews we conducted.

We will set up another site visit to review the semi-finalist candidates with the elected officials. Through this review, we encourage the client to narrow down the field of candidates to proceed with in person interviews in Guyton. (Typically, the client will choose 3-5 finalists.

PHASE 5 - Interview Process

The in-person interview process can be handled in a variety of ways. We will formulate a unique interview process based on the the individual needs, culture and priorities of the City of Guyton. Sumter LGC will coordinate all travel arrangements on behalf of the City of Guyton.

Prior to the interviews, we fully prepare the client with best practices for interviewing candidates and provide suggested interview questions.

For this City Manager recruitment, Sumter LGC recommends a full day interview approach. The day would be comprised of a tour of Guyton, meetings with key community stakeholders, the staff leadership team and a lengthy interview with the elected officials.

We have found that having the candidates interact with a wide assortment of people provides different perspectives on the candidate's strengths and weaknesses. In addition to the more formal activities, we will have the candidates go to lunch or for coffee with City staff to interact in a more casual setting.

The goal is to take every opportunity to expose the candidates to everything Guyton has to offer and to provide them with a true and accurate view of the challenges and opportunities that await the next City Manager.

In addition, this type of process affords the decision makers multiple data points and interactions to get to know the candidate's true self.

PHASE 5 - Interview Process (Continued)

Our initial thought is to employ a five-step approach to the interview day:

Step 1: Candidates will interview with the staff leadership team. This will allow candidates to get a feel for the personalities of their future staff and for the staff to provide feedback to the elected officials which candidates they believe would most effectively work with the leadership team and employees.

Step 2: Candidates meet with key community members and citizens in a panel style discussion to be able to meet the finalists and for the finalists to learn about the important issues in the community they will be faced with if selected.

Step 3: Candidates meet with City staff members individually over lunch and for coffee to create a casual atmosphere to get to know the candidate's personality and character.

Step 4: Tour of Guyton by City staff to help the candidate learn more about Guyton and get another casual opportunity to get to know the candidate's personality and character.

Step 5: Elected Officials spends 75 to 90 minutes to interview each candidate.

At the end of the day, we recommend a feedback loop between the elected officials and as many of the participants from the interview day.

PHASE 5 - Interview Process (Continued)

We have found that it can be a challenge to balance the confidentiality of the candidates and the need for public input and participation in the recruitment process. If the elected officials choose to conduct a more public search, there are additional approaches and activities the City can consider as part of this process. The following list covers both the internal interview process and some public facing activities we are experienced with conducting.

- An interactive activity that the candidates participate in to allow the client to see them in action in a stressful or creative exercise. An example I have used previously is posted as Exhibit "C".
- Asking the candidates to prepare material ahead of time to present to the decision maker to gauge the candidate's presentation skills, preparation ability, critical thinking, research techniques, and their attention to detail.
- Public forum involving each candidate to allow the candidates to speak directly with the public and take questions and answers from the public in a live setting that is also streamed online.
- A speed dating type of approach where each candidate is provided a table to sit at and the individual community members from the general public can sit with candidates for a five-minute one-on-one type "speed dating" conversation to ask questions and get to know the candidates. Every five minutes, the bell is rung, and the public rotates to meet the next candidates. At the end, the public is asked to provide their written feedback for the elected officials to consider.

PHASE 6 -Hiring Process

After the interviews and activities are completed, Sumter LGC will gather the entire day's participants who interacted with the candidates to meet with the elected officials. Everyone is invited to provide feedback on both substantive information and little things they believe would help to define the candidate's personality, character, style and suitability for the job. This feedback loop will help add to the data the elected officials need to sift through to make the final selection of their new City Manager.

The recruiter will sit with the elected officials after all the feedback is received. This discussion typically results in a consensus decision as to who they wish to offer the position to.

The recruiter is not the decision maker and is present to facilitate conversations, answer questions and offer opinions only when asked.

Sumter LGC will work with you to formulate a term sheet with the key business terms to begin the negotiation process. Sumter LGC is intimately familiar with this process as both a consultant and a candidate. We are on top of industry trends and methods of finding compromises each party can agree to.

To help the process along, Sumter LGC will provide the client with salary and benefit data relevant to the size of Guyton and the marketplace in your competitive area.

Sumter LGC will work with the elected officials, the candidate and your attorney to come to terms on a formal contract.

PHASE 6 -Hiring Process (Continued)

Sumter LGC recommends performing background checks after the parties have established mutual interest and agreed to terms (subject to a background check).

Sumter LGC will perform the requisite criminal checks (with the aid of local law enforcement), credit checks, education and employment verifications.

Sumter LGC doesn't ask candidates for references, but we do fully investigate a candidate's background. We choose who we want to talk with from their professional background. We do this because candidates share only references who look upon them favorably. This limits the usefulness of the background check process.

Sumter LGC digs into a candidate's professional background to eliminate surprises and to get a full view of the candidate's veracity and character. We believe that clients should know everything we can about candidate's backgrounds before making a final hiring decision. We have the experience and aptitude to delve into deep internet searches, social media posts, blogs and other sources.

At the discretion of the client and only at the direct costs of travel, Sumter LGC will travel to the communities the final candidate has worked to fact check their resume, get firsthand information on projects they worked on and to meet the people they worked with.

Working toward this level of scrutiny gives clients the best chance at knowing all you can to make a sound decision in selecting the City Manager.

PHASE 6 - Hiring Process (Continued)

Sumter LGC will write or assist the City to compose a press release or other media relations efforts as a part of our flat fee. The initial press release and responses to media coverage can get the candidate and the City off to a good start in telling the story of how the candidate will benefit the City of Guyton as well as explain the process that brought the candidate to the City.

Sumter LGC will handle notifying candidates that were not selected. We are sensitive to the compassion required to handle this duty and are skilled at delivering difficult news in a constructive manner to candidates. We respect that the reputation of the City is at stake, and we take every step to preserve the good name of the City during this process.

Sumter LGC is confident in our process and if the City decides to start over with the recruitment due to unsatisfactory candidates, or the chosen candidate doesn't last one year in the position for any reason, we offer a one-year guarantee. We will complete another search for the City at no charge (except reimbursable expenses).

Sumter LGC offers a follow up service to work with the new City Manager for the first year of employment as a mentor and resource. A fee for this service can be negotiated at a later date.

To remain transparent, we will disclose any relationships or prior knowledge we have with all candidates being considered.

PROPOSED SEARCH TIMELINE

We expect to move quickly once awarded this assignment. Our goal is for a 70-day process to propose finalist candidates to the client.

Initial Kick-off meeting on-site in Guyton:

- Meeting with the elected officials, community members and any staff they recommend talking with to gain clarity and consensus on the roles and responsibilities expected of the City Manager.
- Interviewing elected officials, community members and key staff to develop a candidate profile
- Agreeing to a recruitment schedule and handling administrative issues
- Gaining familiarity with the City, reviewing expected challenges for the new City Manager, completing a candidate profile, recruitment brochure and advertising plan

1st milestone:

- Advertise position widely with a completed recruitment brochure

2nd milestone:

- Initial review of resumes and scoring of proposed semi-finalist candidates

3rd milestone:

- Selection of semi-finalist candidates (on site in Guyton)

4th milestone:

- Interviews of semi-finalist candidates by Sumter LGC

5th milestone:

- Present finalist candidate recommendations (on site in Guyton)

PROPOSED FEE

Sumter LGC is proposing a flat fee for this executive search assignment excluding expenses.

Flat Fee proposal for professional services: \$18,000

Expenses to be reimbursed by City based on actual documented expenses:

- Consultant travel
- Advertising placements

The flat fee is broken into milestones:

1/3 fee - paid upon the completion of the advertising process

1/3 fee - paid upon the completion of the semi-finalist interviews

1/3 fee - paid upon the start date of the City Manager

Sumter LGC is confident in our process and if the City decides to start over with the recruitment due to unsatisfactory candidates, or the chosen candidate doesn't last one year in the position for any reason, we offer a one-year guarantee. We will complete another search for the City at no charge (except reimbursable expenses).

EXHIBIT A - EXAMPLE - CANDIDATE PROFILE



The Ideal Candidate



- Integrity and the courage to effectively manage in a political environment ripe with competing priorities
- The City of Winder is an advanced class in city management with complex service delivery and financial models
- Adept at determining and ordering priorities; managing delegation of responsibilities to key staff.
- Positive attitude and ability to interact with citizens, elected officials, staff, and consultants
- Expertise in advising City Council on complex and/or controversial issues
- Communication skills to be effective with a full range of internal and external constituencies
- Customer Service mentality for “getting to yes” while adhering to all laws and regulations
- Humble and naturally helpful person
- Ability to read people, quickly decipher challenges and use good judgment in making difficult decisions
- Keen eye for talent
- Resourceful problem solver willing to provide others credit
- Contributes to the profession and actively engages in professional development
- Always embodies integrity and is focused on the City’s best interests



EXHIBIT B - RECRUITMENT BROCHURE

CITY ADMINISTRATOR

RECRUITMENT



FIRST REVIEW OF RESUMES - MAY 24th

EXECUTIVE SEARCH BY:



CITY OF WINDER, GEORGIA

The Community



City of Winder

Established in 1893, Winder (originally named Jug Tavern) is the county seat of Barrow County. The City of Winder was named for John Winder, a railroad builder.

In addition to being the County seat, Winder is also the largest city in Barrow County. Barrow County is in the center of Georgia's Golden Triangle and is the nucleus of research and technological advancements. Near Atlanta, Barrow County is just west of Athens and east of Gwinnett County. This central location, between four large employment and educational markets, makes Winder an ideal location for living and conducting business. The City is home to Fort Yargo State Park, offering 1,800 acres of recreation with over 20 miles of trails. It is an incredible amenity for Winder.



Horse drawn carriage in the Downtown



Winder - Auburn Reservoir

Good schools, low crime, and high quality of life were major draws as the population has grown to over 20,000 residents.

Barrow County was among the top 20 fastest growing counties in the United States during the previous decade; and, the City of Winder has increased its population 33.5% since 2010.

Since FY 2013, the City has annexed over 170 residential and commercial parcels.

CITY OF WINDER, GEORGIA

City Government



The City of Winder is a full-service municipality governed by an elected Mayor and six elected City Council Members. Four of the Council members are elected by Ward and two are "At-Large". The Mayor and Council members serve overlapping four-year terms.

The day-to-day operations of the City are led by an appointed City Administrator, who is supported by approximately 220 employees across 12 departments. The City provides exceptional public safety services led by the Winder Police Department and the Winder Fire Department.

The General Fund budget for FY2024 is \$21,187,680.

The millage rate for FY 2024 is 4.963, making Winder one of the more affordable places to live or operate a business.

The City operates both a Natural Gas and Water/Sewer Utility as well as a City run golf course.

CITY OF WINDER, GEORGIA

City Government

Mission Statement:

In partnership with our people, we strive to provide efficient, effective, open, and transparent government that delivers the highest quality services.

Utilizing the best available resources and staff, we: encourage economic development, promote the City, maintain up-to-date zoning, ensure public safety, build infrastructure, and provide excellent financial management; all delivered with stability, honesty, and integrity.

Core Values:

Powered by excellent people, we are quality driven, committed to providing excellent service in a cost effective and efficient manner guided by and aligned with our core values, which include:

- Customer Driven Service
- Commitment To Excellence
- Timeliness
- Quality
- A Deep Respect For Each Person
- Mutual Respect and Teamwork
- Personal Accountability

CITY OF WINDER, GEORGIA

City Government

The City Administrator handles daily administration and management, with policy and guidance provided by the Mayor and Council.

The City provides a full range of services. These services include:

- Police and Fire protection
- Natural Gas; Water; Sanitary Sewer; Solid Waste
- Cultural and Recreational activities
- Planning and zoning
- Construction and maintenance of:
 - Highways
 - Streets
 - Sidewalks
 - Storm Water
 - Infrastructure.

Winder is designated as a “Certified City of Ethics” by the Georgia Municipal Association; a Water First Community by the Department of Community Affairs; a Classic Main Street community; and has received numerous gold and platinum awards for its water and wastewater operations as well as well-being awards from Cigna Health Insurance.

Funding for the operations of the City comes from sales taxes, ad valorem (property) taxes, fines and forfeitures, licensing and permitting activities and utility and golf course profits.



CITY OF WINDER, GEORGIA Mayor and City Council



Mayor
Jimmy Terrell



Councilman - Ward 1
Sonny Morris



Councilwoman - Ward 2
Kobi Kilgore



Councilman - Ward 3
Power Evans



Councilman - Ward 4
Travis Singley



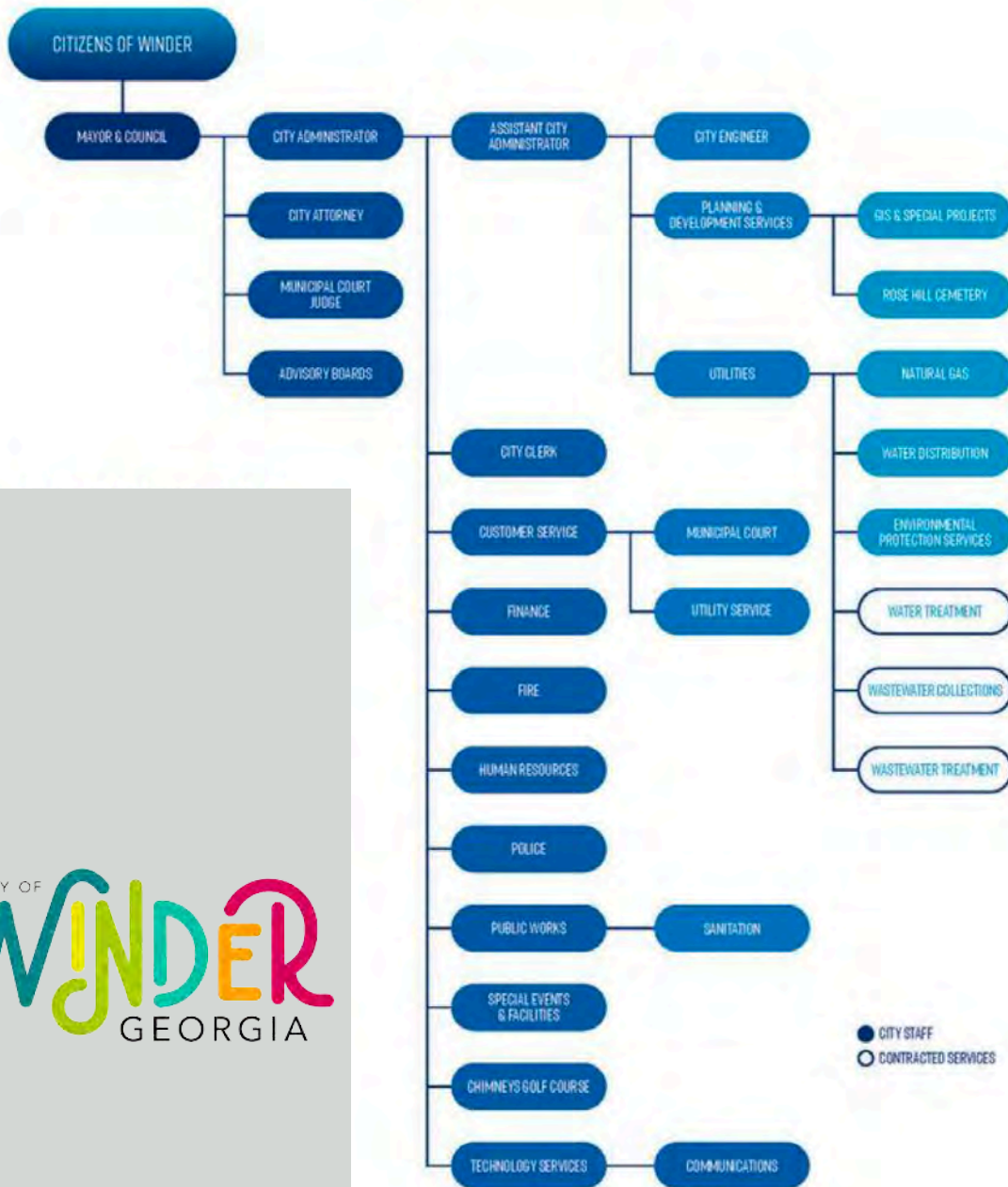
Councilwoman - At Large
Stephanie Britt



Councilwoman -At Large
Taffy McCormick

Executive Search provided by:

CITY OF WINDER, GEORGIA Current Organizational Chart



CITY OF WINDER, GEORGIA

The Position

The City Administrator Director is a well-established role for the City of Winder. The City Administrator manages both the day to day operations of this complex local government as well as develops proposals for the Mayor and City Council on citywide policies, and coordinates the application of these policies in city procedures.

Provides leadership and direction in the development of short and long-term plans. The City Administrator provides the staff support to the elected officials and attends all City Council meetings.

The City Administrator serves as liaison for the City on major projects as directed by the Mayor and represents the City Council in public meetings and before the State Legislature and other elected bodies and boards when requested.

The City Administrator leads the budget framework process and presents recommendations to the Mayor. They provide policy guidance for the development and review of budget requests and program proposals through coordination with City Department Heads and the Finance Director.

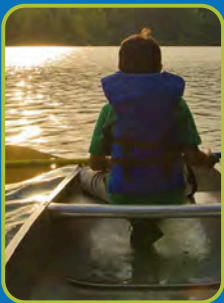


CITY OF WINDER, GEORGIA

Key Challenges and Opportunities

Key challenges and opportunities for this role include:

- Maintaining the proper balance between growth and development and preserving a high quality of life for the citizens.
- Implementation of the City's strategic plans.
- Establishing and fostering cooperation with Barrow County and other local, state and private sector stakeholders.
- Connecting in a meaningful and consistent manner with the residents and business owners of the City.
- Focusing great effort on developing and maintaining a responsive local government culture.
- Managing key capital projects
- Responsibly growing and improving the Water/Sewer and Natural Gas utilities.





The Ideal Candidate



- Integrity and the courage to effectively manage in a political environment ripe with competing priorities
- The City of Winder is an advanced class in city management with complex service delivery and financial models
- Adept at determining and ordering priorities; managing delegation of responsibilities to key staff.
- Positive attitude and ability to interact with citizens, elected officials, staff, and consultants
- Expertise in advising City Council on complex and/or controversial issues
- Communication skills to be effective with a full range of internal and external constituencies
- Customer Service mentality for “getting to yes” while adhering to all laws and regulations
- Humble and naturally helpful person
- Ability to read people, quickly decipher challenges and use good judgment in making difficult decisions
- Keen eye for talent
- Resourceful problem solver willing to provide others credit
- Contributes to the profession and actively engages in professional development
- Always embodies integrity and is focused on the City’s best interests



Qualifications



- Bachelor's degree required. Master's degree preferred
- Significant experience in as a key Department Head in a complex local government, or experience as an Assistant City Manager or City Manager.
- Proven ability to work in a team environment
- Contributes to the profession and actively engages in professional development
- Experience with Water/Sewer and Natural Gas Utilities preferred
- Experience with managing the pressures of growth in an established community.

CITY OF WINDER, GEORGIA

Compensation and Benefits

City will negotiate a contract for the next City Administrator

The City will cover your ongoing professional development investments

- City contributes retirement funds (401a) by matching 3% of salary (first 5 years) and up to 5% of salary (after 5 years of employment). ✓
- Employees contribute pre-tax retirement funds (457b) ✓
- Professional Development ✓
- Vacation and Sick Leave ✓
- Relocation Expenses negotiable ✓
- Vehicle Allowance or city vehicle will be considered ✓

City residency is encouraged.

City will provide you with the latest technology and equipment

Health Insurance is heavily subsidized for employees, including those with family coverage

[For more information on City benefits click here](#)

Salary Range - \$150,000 - \$170,000 (negotiable)

CITY OF WINDER, GEORGIA

Hiring Process and Projected Timeline

RESUME & VALUE PROPOSITION

Email both documents to:
warren@sumterconsulting.com



FIRST REVIEW OF RESUMES

First review is on May 24th, 2024



SEMI-FINALIST INTERVIEWS

First interview with Sumter Consulting

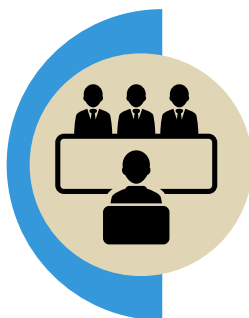
Projected date
Early-June, 2024



FINALIST INTERVIEWS

Interview with the Elected Officials

Projected date
Mid-June, 2024



BACKGROUND CHECK & OFFER

Full background check to include criminal history, employment and education verification, etc..

Final candidate selected in late June, 2024





EXHIBIT C - INNOVATIVE INTERVIEW



EXHIBIT C - EXAMPLE - INNOVATIVE INTERVIEW

INNOVATIVE INTERVIEWS

The interview process is intended for candidates to be fully informed about their prospective employer as well as for the city to find out as much as it can about the candidate's abilities, qualifications, and character.

Sumter Consulting believes that there are methods outside the traditional interview process used to discover more about the applicant than a question and answer can produce.

When the City of Johns Creek was interviewing candidates for a Communication Director position, the ideal candidate profile called for the successful candidate to be capable of handling crisis communication while providing a sense of confidence and calm under heavy stress. They could have asked candidates to discuss a time in their careers when they dealt with a crisis, but instead the city created a crisis and put the applicants to the test....

Here is why Sumter Consulting approaches the recruitment process differently than other firms. The following is a retelling of a recruitment process Warren Hutmacher led for the City of Johns Creek, GA.

EXAMPLE: "THE CRISIS UNVEILED"

Candidates entered the conference room for their individual interviews opposite three similarly dressed interviewers representing the city. Hands are shaken, introductions made, and the interviews proceed like any other interview held by a city government. While the employer taking turns asking questions, the door suddenly comes flying open and a city staffer bellows into the room in an agitated state that the Communications Director candidate is urgently needed to help with a crisis in the making.

The candidate is whisked away to a separate conference room and is briefed by the Police Chief and Assistant City Manager regarding an officer involved shooting that has just occurred. The facts are hazy and are dribbling in. The candidate is then asked to go to the PD Headquarters and interview the Sergeant and Lieutenant on duty when the shooting happened.

After talking with an obviously flustered Sergeant and an overly tight-lipped Lieutenant, the candidate must take this information and what he learned from the Chief and Assistant City Manager to craft an immediate action plan, a press release, and prepare for a press conference to be held in the next 30 minutes.

After 30 minutes alone with pen and paper, the candidate is taken by the Police Chief to the Roll Call room for a press conference. The video cameras are rolling, and a dozen city staff are in attendance. The candidate is called to the podium to give a statement and take questions from the "reporters" in the room. The candidate is peppered with questions, some of which are unfair, and some are hard hitting.



After this 30-minute exercise, the candidate is taken back to the original panel interview to brief the panelists as to how they think they did with the exercise and finish up their formal question and answer interview.

This process is repeated for all three finalists. The videos are compiled and the participants from the staff (Police Chief, Assistant City Manager, Sgt., Lt., and staff acting as reporters) gather to review the press releases, view the press conference videos, and conduct a full debrief on the entire exercise. The City Manager learned the following from this experience:

The first candidate panicked and was very uncomfortable in dealing with the crisis. He was pushed around by the “reporters” at the mock press conference. His answers, press release and leadership through the exercise did not meet the expectations for the job.

The second candidate’s performance was rated as mediocre, she failed to keep certain confidential details off the public record after being warned by the Chief of Police that certain facts were not to be shared publicly.

The last candidate was sharp, unaffected by the stress and handled the reporters politely and directed the answers toward the city’s narrative. It didn’t hurt that this candidate was the former public affairs Captain for the United States Navy’s entire Pacific Fleet. When asked afterwards about the exercise, he joked that this crisis was rather easy to deal with compared to North Korea!

EXHIBIT D - SEMI-FINALIST REPORT



CITY OF COLLEGE PARK, GEORGIA

CITY MANAGER

RECRUITMENT



Initial Candidate Review

November 7th, 2022

Executive Session

Executive Search provided by:



Local Government Consulting



CITY OF COLLEGE PARK, GEORGIA

Agenda - Initial Candidate Review City Manager Recruitment

- Review of Process
- Review of Ideal Candidate Profile
- Review of Scoring Criteria - Initial Candidate Review
- Candidates - Initial Assessments
- Review Next Steps



CITY OF COLLEGE PARK, GEORGIA

Initial Candidate Review

Review of Process

City Manager Recruitment

- Development of Ideal Candidate Profile and Recruitment Brochure
- Advertising
 - GLGA, ICMA and NFBPA
- Recruitment
 - LinkedIn, Email blast, Referrals, Attendance at ICMA Conference, Phone calls
- *Resume Review and Update with Elected Officials - Current Step*
- Initial Interviews for Semi-Finalists with Search Consultant
- Review of Semi-Finalist candidates with Elected Officials
- Interview Process with Elected Officials in College Park
- Background Investigations and Selection



CITY MANAGER RECRUITMENT

CITY OF COLLEGE PARK, GEORGIA



The Ideal Candidate



- Integrity and the courage to effectively manage in a council-manager form of government
- College Park is an advanced class in city management with complex service delivery and financial models
- Adept at determining and ordering priorities; managing delegation of responsibilities to key staff
- Positive attitude and ability to interact with citizens, elected officials, staff, and consultants
- Expertise in advising City Council on complex and/or controversial issues
- Communication skills to be effective with a full range of internal and external constituencies
- Customer Service mentality for “getting to yes” while adhering to all laws and regulations
- Humble and naturally helpful person
- Ability to read people, quickly decipher challenges and use good judgment in making difficult decisions
- Keen eye for talent
- Resourceful problem solver willing to provide others credit
- Contributes to the profession and actively engages in professional development
- Always embodies integrity and is focused on the City’s best interests



CITY OF COLLEGE PARK, GEORGIA

Initial Candidate Review Scoring Criteria - Initial Candidate Review City Manager Recruitment

NOTES:

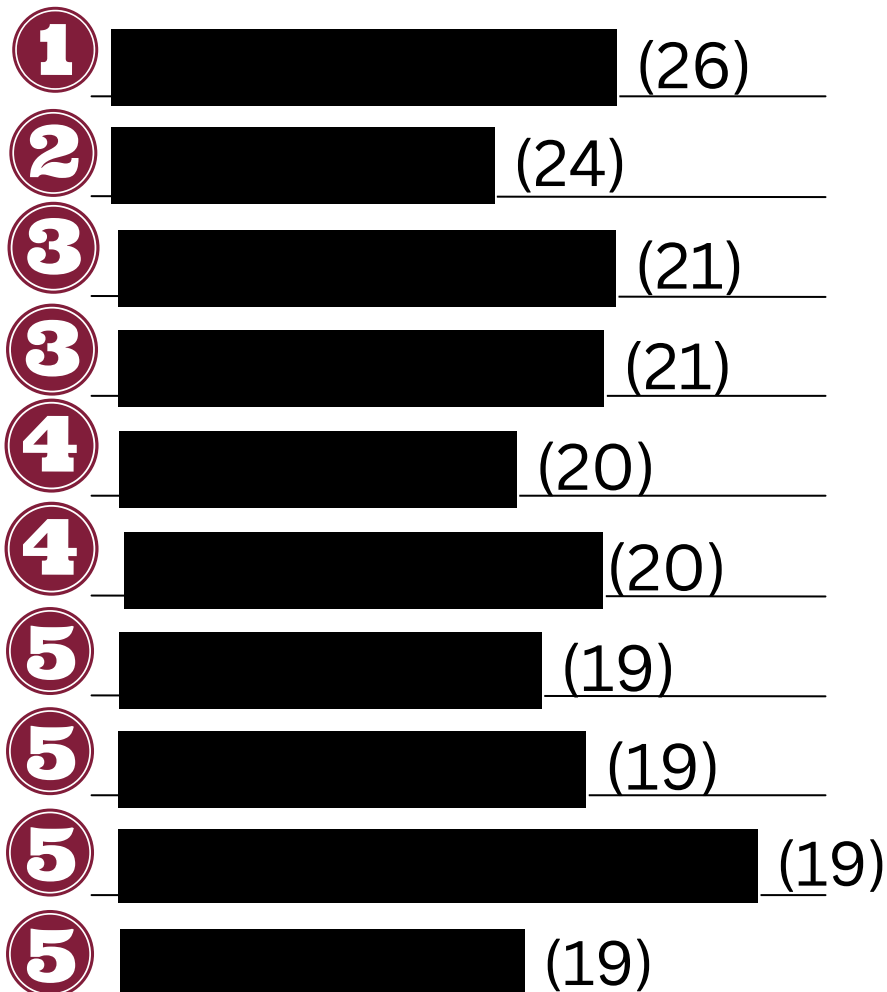
- *Criteria developed based on Ideal Candidate Profile - Qualifications solely based on resume review*
- *Maximum score in parenthesis for each category - Total Max (27)*
- Experience as a City Manager (5)
- Tenure as a City Manager (5)
- Experience as a City Manager in a City similar size as College Park (3)
- Education (5)
- Additional Experience in larger communities as an ACM (3)
- Utility Experience as a City Manager (3)
- Hospitality Experience as a City Manager (3)
- Prolonged absence from the City Manager field (-3)



CITY OF COLLEGE PARK, GEORGIA

Initial Candidate Review Scoring Criteria - Initial Candidate Review City Manager Recruitment

Candidate Rankings (1-10)

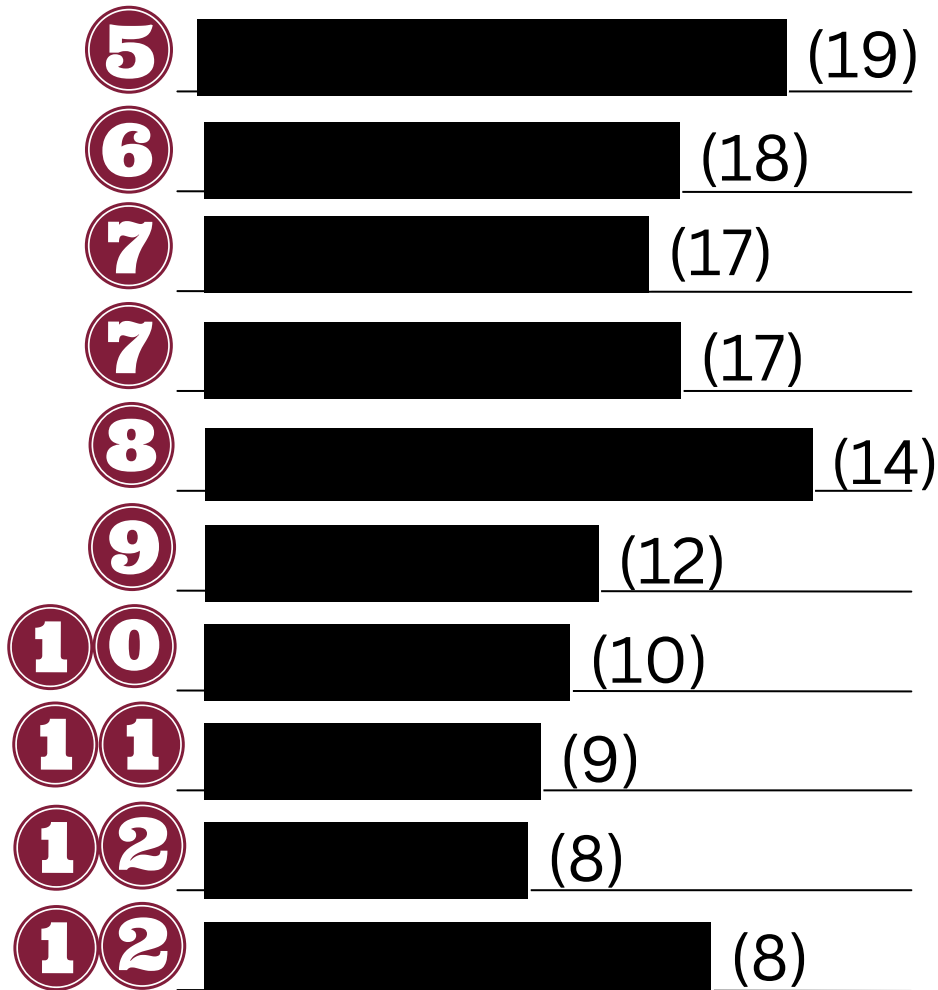




CITY OF COLLEGE PARK, GEORGIA

Initial Candidate Review Scoring Criteria - Initial Candidate Review City Manager Recruitment

Candidate Rankings (11-20)

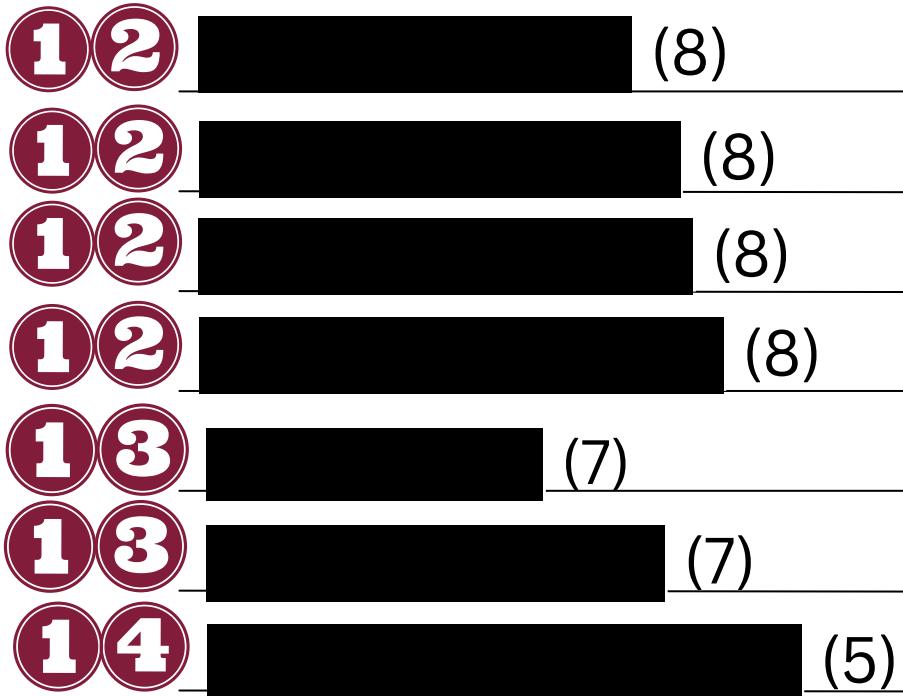




CITY OF COLLEGE PARK, GEORGIA

**Initial Candidate Review
Scoring Criteria - Initial Candidate Review
City Manager Recruitment**

**Candidate Rankings
(21-27)**





CITY OF COLLEGE PARK, GEORGIA

Initial Candidate Review

Recommended Candidates - Semi-Finalists **City Manager Recruitment**

- 11 candidates are recommended as Semi-Finalists
- Semi-Finalist candidates were selected who earned more than 70% of the available points
- Of the 11 Semi-Finalists:
 - All have City Manager Experience
 - All have earned at least a master's degree
 - A combined 125 years of City Manager experience
 - Come from 9 different states,
 - Only 3 are currently working in Georgia
 - Have worked in large, suburban and small communities
 - Only 1 female semi-finalist



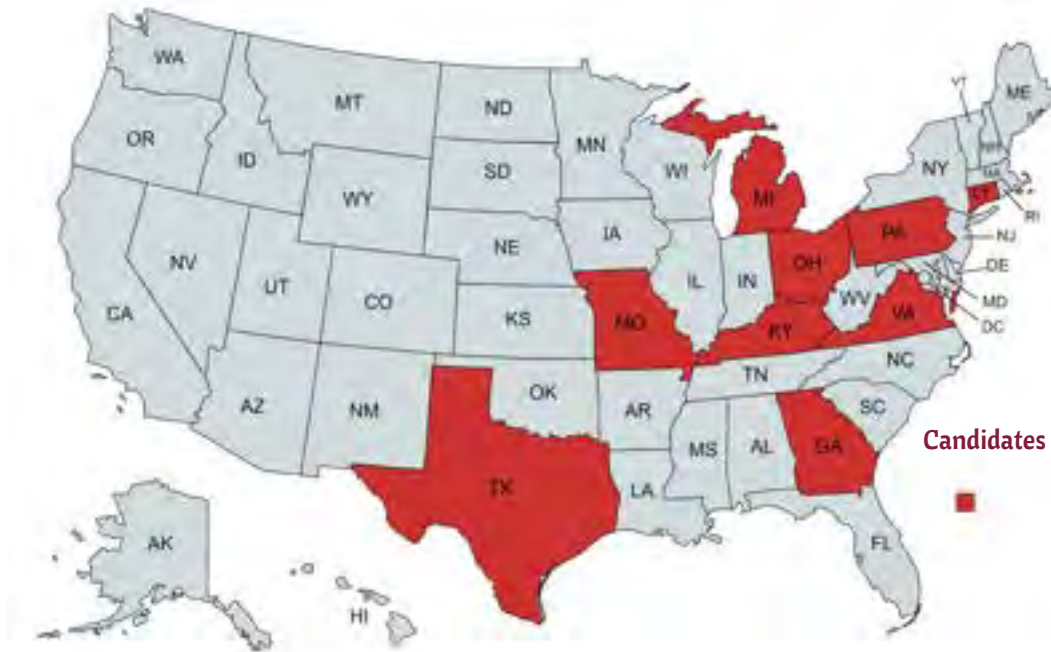
CITY OF COLLEGE PARK, GEORGIA

Initial Candidate Review

Recommended Candidates - Semi-Finalists

City Manager Recruitment

SEMI-FINALIST GEOGRAPHIC DISTRIBUTION



Candidates reside in 9 different states

Created with mapbox.com

MOST RECENT EMPLOYER



RANK #1

CANDIDATE

Value Proposition

Accomplished local government leader with 17 years of experience delivering quality and improved efficiencies, cost savings and excellence in customer service. Excellent organizational, leadership, financial, problem solving and negotiating skills coupled with a commitment and passion for serving internal and external customers.

Documented track record for leading high-performance teams, creating results-driven departments, developing talent and managing resources.

SEMI-FINALIST SCORING

<u>Category</u>	<u>Score</u>
Highest Job Title	5
Years of Employment-LGM	4
Highest Population LGM	3
Education	5
ACM population greater than COCP	3
Utility Experience	3
Hospitality Experience	3
TOTAL SCORE	26

LAST 3 EMPLOYERS

City of [REDACTED] (5,667)

City Manager
2018 - Present

City of [REDACTED] (33,429)

City Manager
2011 - 2016

City of [REDACTED] (13,889)

City Manager
2009 - 2011

EDUCATION

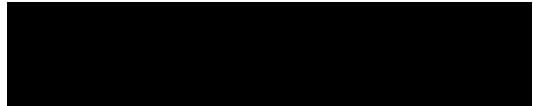
Hampton University
BS

Averett University
MBA

MOST RECENT EMPLOYER



RANK #2



CANDIDATE

Value Proposition

Innovative and visionary local government administrator, in multiple, challenging environments, I have built a reputation for strong, enthusiastic leadership and advocacy on behalf of my elected bosses.

I have championed the cause of strategic planning and economic sustainability; and, I have utilized creativity and non-traditional approaches to create success in the face of expected failure.

SEMI-FINALIST SCORING

<u>Category</u>	<u>Score</u>
Highest Job Title	5
Years of Employment-LGM	5
Highest Population LGM	3
Education	5
ACM population greater than COCP	0
Utility Experience	3
Hospitality Experience	3
TOTAL SCORE	24

LAST 3 EMPLOYERS

 (51,000)

City Manager
2020 - 2022

 (78,000)

City Administrator
2017 - 2020

 (208,000)

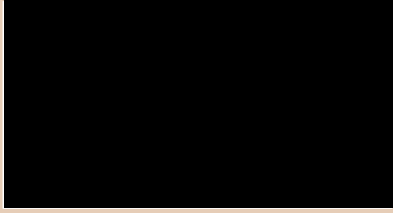
Director of Economic and Business Development
2016 - 2017

EDUCATION

Western Michigan University
BS

Western Michigan
MPA

MOST RECENT EMPLOYER



RANK #3

CANDIDATE

Value Proposition

I am expressing my sincere desire to be the next City Manager of the exciting City of College Park, GA. My twenty-four years in City and County government along with my MPA from Valdosta State University, ICMA- Credential Manager certification makes me uniquely qualified for this position.

SEMI-FINALIST SCORING

<u>Category</u>	<u>Score</u>
Highest Job Title	5
Years of Employment-LGM	5
Highest Population LGM	3
Education	5
ACM population greater than COCP	0
Utility Experience	3
Hospitality Experience	0
TOTAL SCORE	21

LAST 3 EMPLOYERS

 (147,651)

Operations Director
2022- Present

 (27,256)

City Manager
2018 - 2021

 (31,448)

City Manager
2016 - 2018

EDUCATION

Kent State University
BS

Valdosta State University
MPA

MOST RECENT EMPLOYER



RANK #3

CANDIDATE

Value Proposition

I offer my experience and skills developed over my public service career by successfully managing a traditional menu of public services, as well as municipal gas and electric utilities, municipal golf courses, and general aviation airport, and economic development/redevelopment.

I am adept in facilitating excellent intergovernmental relations, in earning and keeping the public trust with citizens establishing strong partnerships

SEMI-FINALIST SCORING

<u>Category</u>	<u>Score</u>
Highest Job Title	5
Years of Employment-LGM	5
Highest Population LGM	3
Education	5
ACM population greater than COCP	0
Utility Experience	3
Hospitality Experience	0
TOTAL SCORE	21

LAST 3 EMPLOYERS

 (41,500)

Operations Director
2017 - 2021

 (25,600)

City Manager
2009 - 2016

 (13,000)

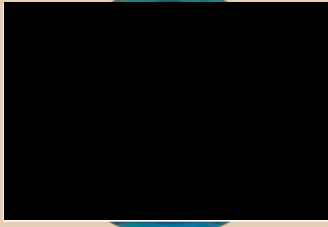
City Administrator
2004- 2008

EDUCATION

University of Notre Dame
BA

Indiana University
MPA

MOST RECENT EMPLOYER



RANK #4

CANDIDATE

Value Proposition

I am dynamic, a visionary, and competent leader and is an excellent fit for the City of College Park.

SEMI-FINALIST SCORING

<u>Category</u>	<u>Score</u>
Highest Job Title	5
Years of Employment-LGM	4
Highest Population LGM	3
Education	5
ACM population greater than COCP	3
Utility Experience	3
Hospitality Experience	0
Years Removed from Local Government Management	-3
TOTAL SCORE	20

LAST 3 EMPLOYERS



2022 - Present



Deputy State Treasurer
2019 - 2021



City Manager
2004 - 2008

EDUCATION

Kent State University
BBA

University of Michigan
MPA

MOST RECENT EMPLOYER



RANK #4

CANDIDATE

Value Proposition

As a highly accomplished municipal employee, my experience aligns well with the qualifications you are seeking.

My knowledge of day-to-day operations, strategic planning, capital financing, project management, and public infrastructure replacement and financing is extensive.

SEMI-FINALIST SCORING

<u>Category</u>	<u>Score</u>
Highest Job Title	5
Years of Employment-LGM	3
Highest Population LGM	3
Education	5
ACM population greater than COCP	1
Utility Experience	3
Hospitality Experience	0
TOTAL SCORE	20

LAST 3 EMPLOYERS

(45,600)
2021 - Present

(36,000)
City Manager
2013 - 2021

(36,000)
Assistant City Manager/Economic Dev. Director
2008 - 2013

EDUCATION

Henderson State University
BA

Webster University
MPA

MOST RECENT EMPLOYER



RANK #5

CANDIDATE

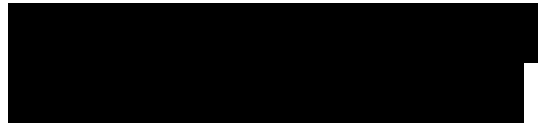
Value Proposition

Over 35 year's diverse professional experiences as a top public manager at all levels of the US intergovernmental system and internationally.

SEMI-FINALIST SCORING

<u>Category</u>	<u>Score</u>
Highest Job Title	5
Years of Employment-LGM	3
Highest Population LGM	3
Education	5
ACM population greater than COCP	3
Utility Experience	3
Hospitality Experience	0
Years Removed from Local Government Management	-3
TOTAL SCORE	19

LAST 3 EMPLOYERS



Adjunct Professor
2009 - Present



Consultant
2008 - Present



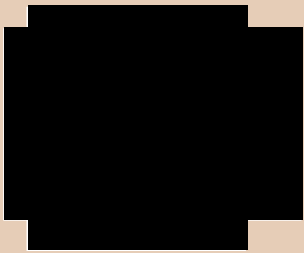
Assistant City Manager
2007-2008

EDUCATION

New School for Social Research
BA

University of Hartford
MPA

MOST RECENT EMPLOYER



RANK #5

CANDIDATE

Value Proposition

I believe my background, experience, and qualifications uniquely position myself to excel in this role.

SEMI-FINALIST SCORING

<u>Category</u>	<u>Score</u>
Highest Job Title	5
Years of Employment-LGM	3
Highest Population LGM	3
Education	5
ACM population greater than COCP	0
Utility Experience	3
Hospitality Experience	0
TOTAL SCORE	19

LAST 3 EMPLOYERS

(53,000)

Township Manager
2018 - Present

(8,383)

Borough Manager
2018 - 2018

(13,981)

Borough Manager
2017 - 2017

EDUCATION

Penn State University - Middletown
BS

Penn State University - Middletown
MPA

MOST RECENT EMPLOYER



RANK #5

CANDIDATE

Value Proposition

Based on 16 years of experience serving in communities ranging from complex urban centers, suburban bedroom communities, and small rural cities, the diversity of professional experiences expressed on my resume only captures a fragment of my qualifications.

I am an Atlanta native, have experience working with Fulton Co. and an appreciation of the value College Park brings to the State, I can add significant value delivering on the strategic initiatives set forth by City.

SEMI-FINALIST SCORING

<u>Category</u>	<u>Score</u>
Highest Job Title	5
Years of Employment-LGM	2
Highest Population LGM	1
Education	5
ACM population greater than COCP	3
Utility Experience	3
Hospitality Experience	0
TOTAL SCORE	19

LAST 4 EMPLOYERS



Corporate Social Responsibility Manager
2022- Present

(496,461)

Deputy Chief Operating Officer
2019 - 2022

(127,358)

Assistant County Manager
2016 - 2019

(4,911)

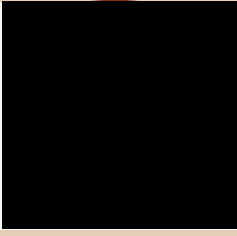
City Manager
2014 - 2016

EDUCATION

Georgia State University
BA

Valdosta State University
MPA

MOST RECENT EMPLOYER



RANK #5

CANDIDATE

Value Proposition

I believe in having a purpose. "People with purpose, goals, and a vision have no time for drama.

They invest their energy in creativity and focus on helping others live positive lives."

SEMI-FINALIST SCORING

<u>Category</u>	<u>Score</u>
Highest Job Title	5
Years of Employment-LGM	1
Highest Population LGM	2
Education	5
ACM population greater than COCP	3
Utility Experience	3
Hospitality Experience	0
TOTAL SCORE	19

LAST 3 EMPLOYERS

(19,798)

City Manager
2021- Present

(95,782)

Deputy and Assistant City Manager
2018 - 2021

(632,464)

Water and Sewer - Deputy Chief Operating Officer
2016 - 2018

EDUCATION

Davenport University

BA

Keller Graduate School of Management

MBA

Argosy University

Doctorate

MOST RECENT EMPLOYER



RANK #5

CANDIDATE

Value Proposition

My background and abilities meet the City's expectations for an energetic and enthusiastic individual who is focused on developing fundamentally sound public policy solutions; a candidate who is a strong communicator, both verbally and in written practice with a proven track record of leadership, integrity, financial acumen, and managing difficult situations; an incumbent with an ability to establish and maintain a professional demeanor and effective working relationships.

SEMI-FINALIST SCORING

<u>Category</u>	<u>Score</u>
Highest Job Title	5
Years of Employment-LGM	3
Highest Population LGM	3
Education	5
ACM population greater than COCP	3
Utility Experience	0
Hospitality Experience	0
TOTAL SCORE	19

LAST 3 EMPLOYERS



Town Manager
2021- Present



(182,827)

Assistant City Manager
2011 - 2019



(92,000)

Assistant City Manager
2005 - 2011

EDUCATION

Troy University
BS

University of Virginia
MPA



CITY OF COLLEGE PARK, GEORGIA

Initial Candidate Review Fringe Candidates City Manager Recruitment

The following candidates are considered "fringe candidates" that are close to the 70% score mark or have favorable characteristics and backgrounds. While they aren't recommended as Semi-Finalists, they merit noting their backgrounds for your information:

- [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
- [REDACTED]
 - [REDACTED]
 - [REDACTED]
- [REDACTED]
 - [REDACTED]
 - [REDACTED]
- [REDACTED]
 - [REDACTED]
 - [REDACTED]
- [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]



CITY OF COLLEGE PARK, GEORGIA

Initial Candidate Review Fringe Candidates City Manager Recruitment

Fringe Candidates (Continued)

- [REDACTED]
 - [REDACTED]
 - [REDACTED]

- [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]

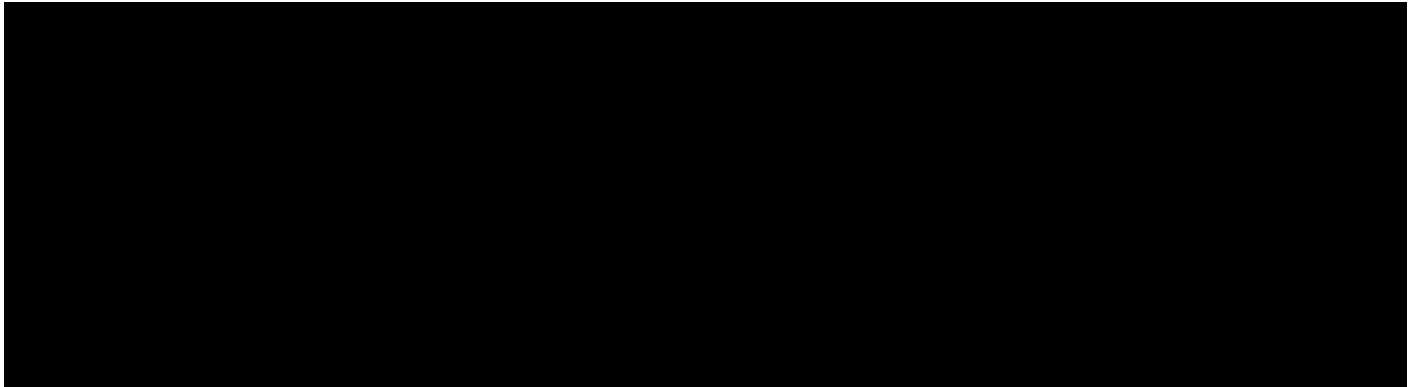
- [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]



CITY OF COLLEGE PARK, GEORGIA

Initial Candidate Review **Rejected Candidates** City Manager Recruitment

The following candidates are not recommended to proceed in this recruitment. They lacked the requisite credentials, experience or background to be considered viable candidates.





CITY OF COLLEGE PARK, GEORGIA

Initial Candidate Review

Next Steps

City Manager Recruitment

- Review with the elected officials the results of the interview process with the Semi-Finalist candidates
- Recommend finalists for the elected officials to interview and assess in late November/early December
- Recommend a process and plan for the elected officials to assess the final candidates in College Park in early to mid-December
- Background investigations and selection
- Offer, contract negotiations, and media strategy execution

COVER LETTER INFORMATION:

Incorporation: Developmental Associates is a *HUB-certified* LLC (S) Corporation, a predominantly female-owned enterprise.

Lead Consultant: Stephen Straus, Ph.D.

September 15, 2024

Mayor Andy Harville and the Guyton City Council
City of Guyton
310 Central Boulevard
Guyton, Georgia 31312

Dear Mayor Harville and City Council:

Thank you for requesting our proposal for City Manager! We have worked successfully with several smaller to hire executives and with two municipalities in your region of Georgia – Savannah and Statesboro.

Our objective, evidence-based approach provides a much firmer foundation for win-win decisions than the traditional search process. As a recent example, in 2021, we helped the Savannah City Council, which has dealt with significant cleavages, to vote to hire their new City Manager unanimously. We achieved this outcome when the Council fired two national search firms who had been unsuccessful in their efforts.
<https://www.wtoc.com/2021/07/23/savannah-interim-city-manager-announces-resignation/#:~:text=SAVANNAH%2C%20Ga>. We have listed Savannah Mayor Johnson as one of our references.

Reviewing our proposal, you will note that Developmental Associates is not a traditional "headhunting" firm. Instead, we rely on more objective, systematic, and accurate methods to recruit, screen, and evaluate candidates that we call *Evidence-Based Talent Identification and Assessment*. Supply and Demand Chain Magazine published an article describing our unique evidence-based methods.

<https://mail.google.com/mail/u/0/#inbox/FMfcgxwHNVtbGIHfHMfNCGHBPqTDnG>

*In short, we provide you with much more detailed and in-depth information about the candidates than our competitors. **Our mission is to enable you to make the most informed decisions possible.***

Our approach has three goals with respect to recruitment, screening, and selection.

1. **Recruit high-quality and diverse candidates.**
2. **Employ a multi-method screening approach to get you the best data on your top candidates.**
3. **Apply skill-based assessments and Emotional Intelligence testing to provide a comprehensive assessment beyond the traditional interview-only approach.**

Goal #1: Recruit high quality and diverse candidates:

<ul style="list-style-type: none"> • We target individuals with whom we have worked directly. Having worked with thousands of managers through our consulting and training, we are well-connected to leading local government candidates in the region. 	<ul style="list-style-type: none"> • We make individual contacts through social media. We maintain lists of hundreds of local government candidates that we can contact through email blasts, Facebook, and LinkedIn notices.
<ul style="list-style-type: none"> • We know how best to use the most widely referenced professional journals and websites. We can enhance the information provided to those sites by relying on a comprehensive study of the position and the organization that enables us to craft attractive, realistic, and comprehensive postings. 	<ul style="list-style-type: none"> • We have established a national network through our contract with NEOGOV, the number one H.R. application to governments nationwide. This service enables us to provide recruitment and applicant tracking solutions on a national level.

OUTCOME: We have placed candidates with our clients from a variety of locations, such as Georgia, California, Arizona, New York, Illinois, Florida, and Massachusetts.

Moreover, the Raleigh News and Observer displayed our success in hiring diverse candidates this year in the following article about Durham City and County.

<https://www.newsobserver.com/news/local/counties/durham-county/article272513298.html#storylink=moresection>

We have helped Durham City and County hire women of color for the following positions:

- Durham City Manager
- Durham County Manager
- Durham Police Chief

Goal #2: Employ a multi-method screening approach to get you the best data on your top candidates:

<ul style="list-style-type: none"> We develop a customized application that candidates must complete online. We tailor the application to the specific challenges facing the City. Compared to the traditional cover letter and resume, we can then match candidates with the City's specific needs. Moreover, we can then make "apples-to-apples" comparisons of candidates rather than trying to piece together disparate information from resumes designed differently. 	<ul style="list-style-type: none"> We conduct intensive interviews with each of the top candidates (up to 15). We conduct these interviews using structured questions based on the needs of the County, along with a detailed scoring system. The responses of each candidate are recorded and available to you for review.
<ul style="list-style-type: none"> We also administer online surveys requiring short essay answers from candidates. These questions generally focus on how candidates have managed more complex challenges and provide you with an early writing sample before further assessment. 	

OUTCOME: Many clients tell us that they historically based their selection decisions on *less* information that we provide through our screening process.

Goal #3: Apply skill-based assessments and Emotional Intelligence testing to provide a comprehensive assessment beyond the traditional interview-only approach.

<ul style="list-style-type: none"> Skill-based exercises are of greater validity (almost twice as accurate) than the traditional interview-driven approach. Developmental Associates designs exercises that simulate the position's responsibilities, such as making budget presentations, developing written project plans, facilitating staff meetings, conducting performance-based role plays, and resolving H.R. issues to observe the candidate skills that interviews cannot elicit directly. 	<ul style="list-style-type: none"> In addition to the skills-based assessments, we administer a psychological inventory called the Emotional Intelligence Inventory (EQi 2.0) – see page 10. This inventory, which is validated for employment, provides us with information on the candidate's critical skills, such as problem-solving, assertiveness, interpersonal relations, and teamwork. We administer this inventory independent of the skills exercises; in other words, the psychologist administers the E.Q. without knowing the other assessment results.
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OUTCOME: We provide you with the most in-depth and accurate information possible about the top candidates for this position to enable you to make the most informed decisions possible. It is **essential** to rely on three familiar and very comfortable methods as a part of the selection process: 1) reviews of resumes, 2) reference and background checks, and 3) interviews. ***Nevertheless, these are the three least accurate methods for determining the actual competencies of candidates, and they are the critical methods used by our competition!*** One of many reasons for the limitations of these methods is that they rely primarily on indirect or inferential data. For example, resumes tell us what the candidate has done but not how well they have performed. References rely on unreliable third-party observations based more on familiarity than skills assessment. Interviews, when conducted in a systematic and behavioral-based fashion, can reveal specific key attributes: knowledge, verbal communication skills, and judgment (when the employer uses behavioral and situational questions). *Interviews, however, cannot directly verify other critical skills, such as budget analysis, conflict resolution, project planning, meeting or group facilitation, leadership style, problem-solving, writing, or even presentation skills. The employer can only gain evidence-based data on these competencies using skills-based exercises.*

Despite the limitations of interviews, they are essential to any process. Any Board, as in Guyton, will want to interview the top 2-3 candidates emerging from our skills-based process. **Other search firms only have expertise in recruitment and screening; they do not have a sophisticated approach to assessing candidates. Beware, particularly, of firms that only provide you with a stock set of interview questions.**

Instead, Developmental Associates will tailor the interview questions based on two factors:

- 1. The key challenges facing the next Guyton City Manager identified in the job/organizational analysis.*
- 2. The strengths and weaknesses each finalist demonstrates in our skills assessment and Emotional Intelligence testing.*

Moreover, we would provide guidance on best practices for conducting those interviews.

As you review our proposal, you will observe that our methods do not limit your discretion; instead, they enhance the quality of information you would have at your discretion in making screening, assessment, and final interview decisions.

Finally, let me share some data with you. ***Ninety-six percent (96.4%) of the over three hundred executives we have placed have either stayed in their positions for a minimum of five years or have been promoted to a higher-level position.***

Thank you for considering our services. We would be pleased to partner with the Council to find an outstanding Guyton City Manager.

Sincerely,



Stephen K. Straus, Ph.D.
President - Developmental Associates, LLC

**PROPOSAL: CITY OF GUYTON
RECRUITMENT, SCREENING, AND SELECTION PROCESS:
FOR CITY MANAGER**

September 15, 2024

<u>SECTION I: PROPOSAL CONTENTS</u>	<u>PAGES</u>
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• Emotional Intelligence Factors	page 10
B. Proposed Fees for Services	page 11
<u>SECTION II: OVERVIEW OF FIRM</u>	
C. Organization and Staffing	<i>pages 12-13</i>
D. Qualifications and Experience	<i>page 14</i>
E. A New Approach to Executive Assessment	<i>pages 14-15</i>
F. References	<i>pages 16-17</i>

Sample Recruitment Brochure Included

HIRE WITH CONFIDENCE PLEDGE

If Developmental Associates is responsible for recruiting and screening candidates, we guarantee that the client will find a candidate that it can hire with confidence. If the selected candidate does not continue employment for at least *two years* of service, Developmental Associates pledges to provide all of the services originally agreed upon with the client for no additional charge other than expenses, such as conducting additional phone interviews and administering the Emotional Intelligence Inventory (EQi) to candidates approved by the client. Developmental Associates would continue to provide these services until the client selects a candidate for whom it can "hire with confidence ."Developmental Associates only maintains this pledge if it is responsible for the recruitment and screening for the position and the client secures final interviews, background investigations, and final decisions within 30 days of completing the skills assessment process.

The information provided herein by Developmental Associates, LLC. is proprietary and confidential, and it is offered to the recipient solely to evaluate its service proposal. The client should not disclose this information to anyone outside the decision-making group without the company's prior authorization.

Submitted by: Stephen K Straus, President
Company: Developmental Associates, LLC
Phone/Fax: (919) 812-0132 (919) 929-6883
Email Address: skstraus@developmentalassociates.com

**A: SCOPE OF WORK
GUYTON CITY MANAGER**

**RECRUITMENT AND SELECTION
Menu of Offerings**

Directions: Below are the steps identified in the proposed Scope of Services and the dates for completing each step. This plan includes three meetings with the Council.

STEPS IN THE RECRUITMENT, SCREENING, AND SELECTION PROCESS	PURPOSE OF THE PROPOSED STEPS	TIMELINE (Required meetings in red)
<p>Step 1: Conduct job and organizational analyses to identify expectations and competencies for the position by meeting with the following groups:</p> <ul style="list-style-type: none"> ▪ The City Council ▪ Department Directors ▪ Others as requested by the Council. <p>We can connect with these groups through meetings and surveys.</p>	<ol style="list-style-type: none"> 1) Provides a foundation for defining the competencies sought in recruitment and in designing the selection process. 2) Builds stakeholder buy-in and perspective into the selection process. 3) Conducting a job analysis is essential for legal defensibility. 4) Conducting the organizational analyses identifies future challenges for a proactive City Manager. 	<p>Day 1</p>
<p>Step 2: Build a candidate profile and post written job advertisements in leading professional journals and websites.</p>	<ol style="list-style-type: none"> 1) Written ads for print and online publications typically generate the 2) most significant number of applications. 3) DA can post ads and charge the City back for those out-of-pocket fees.) 4) Developmental Associates will also develop an attractive electronic brochure (sample attached) to recruit individual candidates. 	<p>Day 4</p>
<p>Step 3: Conduct targeted recruitment of leading candidates.</p>	<ol style="list-style-type: none"> 1) We have direct access to several thousand local government executives across the country. We will send out a mass email to all these executives and also make direct contact with a number of those who we think would be a particularly good fit for the City. 2) By targeting candidates and making individual contacts, Developmental Associates can supplement the candidate pool with candidates with excellent credentials, especially from N.C. and the region. 	<p>Through Day 35</p>

STEPS IN THE RECRUITMENT, SCREENING, AND SELECTION PROCESS	PURPOSE OF THE PROPOSED STEPS	TIMELINE
<p>Step 4: Conduct the initial (first) level screening of candidate applications/resumes.</p> <ul style="list-style-type: none"> • A media (Google) search (mentions of candidates in the news media) of the top candidates at this stage of the screening process 	<ol style="list-style-type: none"> 1) First-level screening involves a structured process of evaluating resumes and supporting documents. We require all candidates to post their applications through NEOGOV to ensure they are responding to the position's specific requirements and not just submitting a general resume. 2) The organizational/job analysis provides the basis for developing a structured screening guide to ensure that the selection criteria are consistently applied to each resume. 3) Narrow the field of candidates to a number that can be screened more intensively (through the secondary screening process described below). 4) Provides detailed and uniform information to the Council to enable you to decide which candidates proceed in the process. 	<p>Day 38 Closed meeting (Personnel matters) with the Council</p>
<p>Step 5: Conduct a second-level screening of candidates for the position. We employ two methods in the secondary screen. A different staff member would conduct each method to ensure objectivity, and we keep a “firewall” between these methods. These methods are as follows:</p> <ul style="list-style-type: none"> ▪ Telephone interviews ▪ Electronic survey questions (short essays on accomplishments) 	<ol style="list-style-type: none"> 1) Such advanced screening methods are helpful when there is a large group of qualified candidates, or the City is unfamiliar with many of the candidates. 2) The organizational/job analysis drives the design of the screening methods (Step 1). 3) Upon completion, the Council would be ready to identify the finalists (up to 5) for the final assessment process. 4) Provides detailed and uniform information to the Council to enable you to decide which candidates proceed in the process. 	<p>Day 50 Closed meeting (Personnel matters) with the Council</p>
<p>Step 6: Design the hiring process.</p> <ul style="list-style-type: none"> • Develop skill-based exercises like budget presentations, simulated meetings, and written assignments. • Administer and evaluate the Emotional Intelligence Inventory 	<ol style="list-style-type: none"> 1) The hiring process should be valid (job-related) to identify the best candidates. 2) The hiring process should provide an opportunity to assess the most critical competencies required for the position, including the ability of the candidate to meet the primary challenges facing the City and the position. 3) The hiring process should assess Emotional Intelligence (E.I.) and technical skills. 	<p>By Day 50</p>

STEPS IN THE RECRUITMENT, SCREENING, AND SELECTION PROCESS	PURPOSE OF THE PROPOSED STEPS	TIMELINE
<p>Step 7: Recruit assessors to evaluate the candidates (Assessors can be identified and approved by the Council).</p>	<ol style="list-style-type: none"> 1) The types of assessors recruited depend upon the exercises the candidates would perform. Assessors might include local community leaders and other City Managers from the Southeast. 2) Assessors must complete a Statement of Confidentiality. Moreover, no assessor will know the overall outcome of the process. That information is provided to the Council only. 3) We will train assessors on how to apply behavioral-based rating systems when rating candidates. 	<p>By Day 50</p>
<p>Step 8: Conduct selection exercises to evaluate the (up to 5) finalists.</p> <p>Analyze EQI in-depth</p>	<ol style="list-style-type: none"> 1) We will ensure that the assessment of these exercises is reliable and unbiased. It is hallmark of Developmental Associates to ensure assessors provide objective behavioral feedback. 2) We will send the candidates preparatory information and provide thorough explanations about ten days before the process. 3) The exercises should enable the City to assess each candidate's strengths and weaknesses and to determine which candidates have the skills to fill the position. 	<p>Days 64-65</p>
<p>Step 9: Facilitate a debrief with the Council.</p> <ul style="list-style-type: none"> ▪ The Council would receive feedback and be able to ask questions about the performance of the candidates in each exercise. ▪ The assessors providing feedback are subject-matter experts – most of whom will be managers in similar jurisdictions. 	<ol style="list-style-type: none"> 1) Assists the Council in developing a systematic approach for evaluating the final candidates. 2) Provides expertise to the Council in making your final evaluations and hiring decisions. 	<p>Day 65 Closed meeting (Personnel matters) with the Council</p>
<p>Step 10: Facilitate thorough background investigations.</p>	<ol style="list-style-type: none"> 1) Both legally and due to the sensitive and highly public nature of the position of City Manager, we recommend thorough reference checks and background investigations. 2) Someone outside the City should conduct the background investigation to ensure confidentiality. 3) We would coordinate the investigations and report detailed findings to the Council. 	

STEPS IN THE RECRUITMENT, SCREENING, AND SELECTION PROCESS	PURPOSE OF THE PROPOSED STEPS	
<p>Step 11: Provide executive coaching to the successful candidate.</p> <ul style="list-style-type: none"> ▪ Review the challenges facing the community and organization ▪ Analyze the results of the selection process ▪ Analyze the findings of the EQi ▪ Develop a plan of action ▪ We can provide developmental feedback to internal candidates who are not selected. This coaching includes a review of EQi and skills assessment results 	<ol style="list-style-type: none"> 1) The assessment process and the organizational analysis provide rich information suitable for executive coaching. 2) The new Manager will be facing exciting but formidable new challenges. He/she can benefit from professional guidance in developing a plan of action to meet those challenges successfully. 3) Feedback to internal candidates not selected often helps their professional development and acceptance of the decision. This coaching also paves the way for incumbents to support the candidate chosen more. 	TBD

A.1: EMOTIONAL INTELLIGENCE FACTORS*

SELF-PERCEPTION REALM

EQ-i Scale	The E.I. Competency Assessed by the Scale
1. Emotional Self-Awareness	<i>Ability to be aware of and understand one's feelings and their impact</i>
2. Self-Regard	<i>Ability to respect and accept one's strengths and weaknesses</i>
3. Self-Actualization	<i>Ability to improve oneself and pursue meaningful objectives</i>

SELF-EXPRESSION REALM

EQ-i Scale	The E.I. Competency Assessed by the Scale
4. Emotional Expression	<i>Ability to express one's feelings verbally and non-verbally</i>
5. Independence	<i>Ability to be self-directed and free of emotional dependency on others</i>
6. Assertiveness	<i>Ability to express feelings, beliefs, and thoughts in a non-destructive way</i>

INTERPERSONAL REALM

EQ-i Scale	The E.I. Competency Assessed by the Scale
7. Interpersonal Relationships	<i>Ability to develop and maintain mutually satisfying relationships</i>
8. Empathy	<i>Ability to recognize, understand, and appreciate the feelings of others</i>
9. Social Responsibility	<i>Ability to contribute to society, one's social group, and to the welfare of others</i>

DECISION MAKING REALM

EQ-i Scale	The E.I. Competency Assessed by the Scale
10. Impulse Control	<i>Ability to resist or delay an impulse, drive, or temptation to act</i>
11. Reality Testing	<i>Ability to remain objective by seeing things as they are</i>
12. Problem-Solving	<i>Ability to solve problems where emotions are involved</i>

STRESS-MANAGEMENT REALM

EQ-i Scale	The E.I. Competency Assessed by the Scale
13. Flexibility	<i>Ability to adapt one's feelings, thinking, and behavior to change</i>
14. Stress Tolerance	<i>Ability to effectively cope with stressful or difficult situations</i>
15. Optimism	<i>Ability to remain hopeful and resilient despite setbacks</i>

EQ-i 2.0, Multi-Health Systems (2011), All Rights Reserved

Adapted from *The E.Q. Edge*

Steven J. Stein, Ph.D. and Howard E. Book, M.D.

Third Edition (2011)

B: PROPOSED FEES FOR THIS PROJECT

BASIC FEE	ADDITIONAL OPTIONS (Including Maximums)
\$24,500	<ul style="list-style-type: none">• EQi- Analysis @ \$350 per candidate (up to 5)• Coaching and Feedback @ \$350 for the successful candidate
MAXIMUM TOTAL FEE: \$26,250 does not include the following: <ul style="list-style-type: none">• Additional work requested by the client but not included in this proposal would be billed at \$250 per hour.• Background @ approximately \$2250 per candidate*• Coaching for internal candidates who apply but are not selected @\$350 each.• Out-of-pocket advertising fees (typically \$1,500-\$2,500)	

***This fee would be paid directly to Chief Tom Younce if the client wishes to use his services**

With our virtual process, the client would have no fees or expenses other than the cost of bringing the finalists on-site for final interviews. Nevertheless, if the City wants us to be on site for any part of our process, we would ask to be reimbursed for all reasonable out-of-pocket expenses.

We expect clients to process billing for payment (net 30) after the skills-assessment process.

Litigation support, expert witness testimony, and depositions would be billed hourly at \$250.00 per hour unless Developmental Associates is responsible for losing a grievance or legal case. In that event, there would be no charge for litigation support.

II. OVERVIEW OF FIRM

C: ORGANIZATION AND STAFFING

Steve Straus is the lead consultant on this project. He would team with Heather Lee, Janice Jackson, Martha Paige, Derwick Paige, and Holly Danford-Bishop. This team is diverse in race and gender. Moreover, our team is a mix of practitioners and academicians.

Steve Straus, Ph.D., is the President and Founder of North Carolina-based Developmental Associates. He earned his Bachelor's Degree from the Wharton School of Business at the University of Pennsylvania, a Master's of Public Administration from the University of North Carolina at Chapel Hill, and a Ph.D. from Duke University in Political Science. Dr. Straus is a former Assistant City Manager in Southern Pines. Steve has been a long-time member and frequent presenter with the N.C. City and County Managers Association. For 26 years, he has taught in the Master of Public Administrative Programs at N.C. State University and UNC Chapel Hill has served on the faculty at the School of Government at UNC-Chapel Hill. He has published in the leading public sector journals.

Heather Lee, Ph.D., is a Partner with North Carolina-based Developmental Associates, where she has worked since 2004. Heather earned an M.S. and a Ph.D. from North Carolina State University in Industrial/Organizational Psychology. Dr. Lee earned her undergraduate degree in Psychology with a minor in Social Work at Florida State University. Heather, a Certified Senior Professional in Human Resources (SPHR), is an organizational consultant specializing in the nonprofit, governmental, and educational sectors.

Heather has served as a faculty member and Manager at the N.C. Center for Women in Public Service, and the William Peace University Human Resources degree program. She is a former Vice-President for Human Resources with the N.C. Easter Seals Society. Heather has consulted extensively with local governments and is the co-designer of and a faculty member in the North Carolina Public Managers Program.

Derwick Paige is the former Winston-Salem and Wake County Deputy Manager.

Janice Jackson is the former Albany, Georgia, and Augusta, Georgia, City Manager. She also served as Mecklenburg County Deputy Manager.

Martha Paige is the former Morrisville Town Manager and Assistant Winston-Salem Manager. Her peers so widely respect her that she served as President of the N.C. City and County Managers Association.

Holly Bishop, Ph.D., would be the Project Manager. Holly has worked in various capacities with DA since 2013. As Project Manager, Holly works with employers and candidates to ensure their needs are met, questions are answered, and excellent customer service is delivered consistently. She takes the lead in analyzing candidates' qualifications during the screening processes.

ROLES IN THIS PROJECT

Lead consultant: Stephen K. Straus, Ph.d.

ROLE	PERSON(S) RESPONSIBLE
Job/Organizational Analysis	Janice Jackson
Design of Job Ad	Heather Lee, Ph.D.
Candidate Recruitment	Janice Jackson, Martha Paige, and Stephen Straus
Initial Candidate Screening	Holly Danford-Bishop, Ph.D. and Heather Lee
Secondary Candidate Screening	Holly Danford-Bishop and Janice Jackson
Assessor Recruitment	Stephen Straus
Exercise Design	Derwick Paige and Andrea Surratt
Candidate Orientation	Stephen Straus
Assessor Training	Stephen Straus
Debrief with the City Council	Stephen Straus and Heather Lee
Initial Negotiation with Finalist	Heather Lee
Coaching of Successful Candidate	Heather Lee

D: QUALIFICATIONS AND EXPERIENCE

Our Recent Clients

Local governments are quickly recognizing the benefits of the new approach offered by Developmental Associates. During the last five years, we have either completed or are in the process of working with the following local governments and universities:

<ul style="list-style-type: none">• The City of Durham, North Carolina• Wake County, North Carolina• The City of Savannah, Georgia• The City of East Point, Georgia• The City of Milton, Georgia• The City of South Fulton, Georgia• The City of Williamsburg, Virginia• The City of Danville, Virginia• The City of Suffolk, Virginia• The Town of Blacksburg, Virginia• The City of Statesboro, Georgia• Southampton County, Virginia• The City of Greensboro, North Carolina• The City of Winston-Salem, North Carolina• The City of Fayetteville, North Carolina• The Town of Chapel Hill, North Carolina• The Town of Duck, North Carolina• The Town of Apex, North Carolina• The Town of Garner, North Carolina• Durham County, North Carolina• Sampson County, North Carolina• The Town of Holly Springs, North Carolina• The Town of Wake Forest, North Carolina	<ul style="list-style-type: none">• Duke University• NC State University• East Carolina University• The Town of Wrightsville Beach, North Carolina• The Town of Morrisville, North Carolina• The Town of Zebulon, North Carolina• The Town of Waynesville, North Carolina• The University of North Carolina at Chapel Hill• UNC School for the Arts• The Town of Mills River, North Carolina• The City of Asheboro, North Carolina• The City of Isle of Palms, South Carolina• The City of Sanford, North Carolina• Cleveland County, North Carolina• Transylvania County, North Carolina• Cumberland County, North Carolina• The City of Wilson, North Carolina• The Town of Stallings, North Carolina• The University of North Carolina – Pembroke• UNC Charlotte• City of Lexington, North Carolina
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E: A NEW APPROACH TO EXECUTIVE ASSESSMENT: TALENT IDENTIFICATION AND ASSESSMENT

Section II.B: A New Approach to Executive Assessment – Talent Identification and Assessment

These and many other clients are recognizing that Developmental Associates has developed a new, more thorough, accurate, and comprehensive model for executive processes – which we call Talent Identification and Assessment. The old "Search Model" makes three outdated assumptions as follows:

Outdated Search Model	Limitation	DA Talent Identification & Assessment Solution
<p>Recruitment Methods: Assumes that the search firm is in close contact with top candidates nationally who will only apply for the position if contacted by the firm.</p>	<p>This model fails to take into account the use of modern technology to recruit.</p> <p>Large national firms also tout their staff connections throughout the country, claiming that their consultants will share prospective candidates rather than compete with one another.</p>	<p>Developmental Associates uses multiple recruitment methods, including targeting individuals, placing ads on leading professional websites and journals, relying extensively on social media, and connecting with our national network through NEOGOV, the leading public sector technology solution for recruitment and selection in the United States. Moreover, as a "boutique" firm, our consultants work together on each project.</p>
<p>Candidate Screening Other search firms often posture that they know how candidates perform in their current position.</p>	<p>That is a myth. Knowing a candidate, even befriending one, does not mean that the search firm can assess that candidate's performance in day-to-day activities. The search firm does not directly observe critical competencies, such as how effectively the candidate deals with staff, plans, organizes, or deals with conflicts.</p>	<p>Developmental Associates uses an extensive, multi-method screening approach that provides you with a sounder understanding of the skills and competencies of each candidate. Because this process is standardized, it enables fair comparisons across candidates.</p>
<p>Candidate Assessment: Presumes that interviews enable comprehensive assessment.</p>	<p>Interviews are necessary for any selection process, but they are insufficient to assess overall executive competencies. Interviews, when properly constructed and conducted, at best, can only directly determine how well the candidate can communicate, their knowledge, and judgment. The interview is too limited to assess other essential management and leadership skills, such as writing, developing budgets, problem-solving, dealing with staff, managing projects, and other competencies demonstrated by doing - not talking. All the employer can learn from the interview about these essential skills is what the candidates say they do.</p>	<p>We provide intensive assessment of candidate skills that other firms do not offer <i>before</i> the Council begin the interview process. This skill-assessment process enables you to directly observe the skills of candidates performing a variety of executive skills, such as managing staff, budgeting, dealing with the media, making presentations, and facilitating staff meetings.</p>

F: REFERENCES

<p>Town of Chapel Hill Town Manager Chris Blue (919) 968-2743 cblue@townofchapelhill.org <i>DA has helped the Town hire several department head positions and also with succession planning.</i></p>	<p>Durham County County Manager Kim Sowell (919) 560-000 ksowell@dconc.gov Feel free to contact any of the Commissioners, such as Chair Howerton, whose phone number is (919) 560-0026. <i>We helped the County hire several staff members, including, most recently, the County Manager.</i></p>
<p>Wake County County Manager David Ellis David.Ellis@wakegov.com (919) 856-6160 <i>We worked with Mr. Ellis to hire two Deputy Managers: the Chief Community Vitality Officer, the Chief Innovation and Information Officer, and the Human Services Director.</i></p>	<p>Town of Apex HR Director Mary Beth Manville (919) 249-3420 marybeth.manville@apexnc.org <i>In 2021, we worked with the Town to hire Jason Armstrong, their first African American to hold that position in Apex. We have also helped hire the Assistant Town Manager, DEI Director, Water Resources Director, Deputy Police Chief, Fire Chief, Community Development Director, and Assistant Fire Chief.</i></p>
<p>City of Savannah Mayor Van Johnson MayorJohnson@savannahga.gov (912) 651-6444 HR Director Jeff Grant (912) 541-3218 jgrant01@savannahga.gov <i>We have partnered with the City of Savannah to hire its new City Manager. We also assessed candidates for Chief of Police and helped hire its IT Director, Fire Chief, Assistant Chiefs of Police (2), and Assistant Fire Chief.</i></p>	<p>City of Danville, Virginia Manager Ken Larking klarking@danvilleva.gov (434) 799-5100 <i>DA worked with Mr. Larking to hire a Chief of Police in 2017 and a Fire Chief in 2019. We are currently working with Danville to hire an Economic Development Director, a Transit Director, and a Planning Director.</i></p>
<p>City of Greensboro Deputy Manager Chris Wilson (336) 373-2002 christian.wilson@greensboro-nc.gov <i>DA has assisted Greensboro in hiring several assistant managers, department directors, and higher-level staff. We helped hire David Parrish as an Assistant, and the Council valued his work enough to appoint him as Manager about three years ago.</i></p>	<p>City of Fayetteville Manager Doug Hewitt dhewett@ci.fay.nc.us (910) 309-0284 <i>DA assisted Fayetteville in hiring its Police Chief, Director of Engineering and Infrastructure, and Human Relations Director. This year, we helped them hire an Assistant City Manager and Economic and Community Development Director.</i></p>

<p>City of Durham Wanda Page Wanda.page@durhamnc.gov (919) 560-4222 <i>DA assisted the City in hiring a Deputy Manager. We have also helped Durham hire other department directors, including two Chiefs of Police. We also worked with the City Council to select their Manager, Wanda Page.</i></p>	<p>City of Statesboro, Georgia Mayor Johnathan McCollar jonathan.mccollar@statesboroga.gov (912) 764-5468 <i>DA worked with the City of Statesboro to hire a Chief of Police in 2016, a City Manager in 2019, and a Human Resources Director in 2019.</i></p>
<p>Town of Garner Manager Jodie Miller (919) 218-3764 jmiller@garnernc.gov <i>We have also helped Garner hire the Police Chief, Assistant Manager, and Economic Development Director</i></p>	<p>Town of Morrisville Manager Brandon Zuidema (919) 463-6150 bzuidema@townofmorrisville.org <i>DA worked with a split Council to arrive at an enthusiastic and unanimous decision to hire its former Town Manager – Martha Paige, in 2014. We have recently assisted Morrisville in hiring a Finance Director, Chief of Police, Fire Chief, and two Assistant Town Managers.</i></p>
<p>Town of Duck Mayor Don Kingston don.kingston@townofduck.com (252) 255-1234 <i>DA worked with the Town of Duck to hire its Manager, Drew Havens, in 2021.</i></p>	<p>Town of Southern Pines Manager Reagan Parsons (910) 692-7021 Parsons@southernpines.net <i>We have worked with Reagan to hire a number of department directors and assistant managers.</i></p>
<p>City of Lexington, NC Mayor Jason Hayes MayorHayes@lexingtonnc.gov (336) 243-2489 ext. 2990 We worked with the City to hire Johnnie Taylor as Lexington City Manager. Johnnie is the first African-American Lexington City Manager.</p>	<p>City of Winston-Salem Mayor Allen Joines allenj@cityofws.org (336) 727-2058 We recently worked with Mayor Joines and the Council to hire Pat Pate as the new City Manager. We have also worked with Winston-Salem to hire several department heads, including two police chiefs.</p>

TRAINING ROOM

~~OFFICE~~

PROAIR

HEATING & COOLING

P.O. Box 1900
Rincon, Georgia 31326

Rincon Area: 912-826-0225
Bluffton/HHI Area: 843.836.5445
www.TeamProAir.com
Email: info@teamproair.com

System Proposal

Customer Name: GUYTON POLICE DEPT Date: 09-13-24
Billing Address: 505 MAGNOLIA ST. GUYTON GA USA 31312
Home Phone: _____ Cell Phone: [REDACTED]
Service Location (if different from above): _____
Email Address: LAUREN.MCMILLIAN@CITY OF GUYTON.COM

We Propose: To furnish and install products or related equipment for your home or business in accordance with the conditions and specifications set forth in this proposal.

New Equipment

Brand: CARRIER COMFORT SERIES Outdoor Model #: 3 PHASE
Size: 5 TON Indoor Model #: 3 PHASE
Thermostat Type: T-4 HONEYWELL Heater Model #: 10 KW

All of our installations include the following:

- Quality Guaranteed Workmanship •Removal of Existing Equipment from Premises •"Clean House" Installation Process •"Ceiling Saver" Float Switch Assembly •Install Energy Saving Digital Thermostat
- New Reinforced Equipment Pad •New Refrigerant Line Insulation •New Refrigerant Filter/Drier •System Evacuation to 500 microns •Make Air Tight Plenum Transition •Install Auxilliary Condensate Drain Pan
- Meet or Exceed All Federal, State and Local Codes •Perform Certified System Startup

Warranty: _____ Year Parts / _____ Year Labor

Total Investment \$ 13080.00 Credit Card # _____
Down Payment \$ _____ CCV Code _____ Exp Date _____
Balance Due \$ _____ Name on Card: _____
Check # _____ Financing Option: _____

Final Payment is Due in Full Upon Completion of Installation

Additional Information: 1ST CLEANING INCLUDED FREE

WE OFFER RHEEM EQUIPMENT \$750.00 LESS THAN CARRIER QUOTE

5 YEAR COMPRESSOR WARRANTY
1 YEAR PART + LABOR

LUNDY'S OFFICE
3.5 TON

PROAIR

HEATING & COOLING

P.O. Box 1900
Rincon, Georgia 31326

Rincon Area: 912-826-0225
Bluffton/HHI Area: 843.836.5445
www.TeamProAir.com
Email: info@teamproair.com

System Proposal

Customer Name: GUYTON POLICE DEPT Date: 09-13-24
Billing Address: 505 MAGNOLIA ST. GUYTON GA USA 31312
Home Phone: _____ Cell Phone: [REDACTED]
Service Location (if different from above): _____
Email Address: LAUREN.MCMILLIAN@CITY OF GUYTON.COM

We Propose: To furnish and install products or related equipment for your home or business in accordance with the conditions and specifications set forth in this proposal.

New Equipment

Brand CARRIER COMFORT SERIES Outdoor Model #: 25SCA 542 A003
Size: 3.5 TON Indoor Model #: FJ4DNX C42 L00
Thermostat Type: T-4 HONEYWELL Heater Model #: 8.0 KW HEAT

All of our installations include the following:

- Quality Guaranteed Workmanship
- Removal of Existing Equipment from Premises
- "Clean House" Installation Process
- "Ceiling Saver" Float Switch Assembly
- Install Energy Saving Digital Thermostat
- New Reinforced Equipment Pad
- New Refrigerant Line Insulation
- New Refrigerant Filter/Drier
- System Evacuation to 500 microns
- Make Air Tight Plenum Transition
- Install Auxilliary Condensate Drain Pan
- Meet or Exceed All Federal, State and Local Codes
- Perform Certified System Startup

Warranty: _____ Year Parts / _____ Year Labor

Total Investment \$ 11544.00 Credit Card # _____
Down Payment \$ _____ CCV Code _____ Exp Date _____
Balance Due \$ _____ Name on Card: _____

Check # _____ Financing Option: _____

Final Payment is Due in Full Upon Completion of Installation

Additional Information: PRICE INCLUDES ALL ELECTRICAL UPGRADING AND 1ST CLEANING FS FREE.

SEAL EXISTING FLUE PIPE (NOT NEEDED WITH HEAT PUMP)
5 YEAR COMPRESSOR WARRANTY
1 YEAR PARTS WARRANTY
1 YEAR LABOR WARRANTY
WE OFFER RHEEM EQUIPMENT
\$1750.00 LESS THAN CARRIER
QUOTE

I have the authority to order the above work and do so order as outlined above. It is agreed that the seller will retain title to any equipment or material



Pro Air Heating & Cooling
PO Box 1900
Rincon, Georgia 31326 United States
(912) 826-0225

Invoice 23380243
Invoice Date 9/13/2024
Completed Date
Customer PO
Payment Term Due Upon Receipt

Billing Address
Guyton Police Dept.
505 Magnolia Street
Guyton, GA 31312 USA

Job Address
Guyton Police Dept.
505 Magnolia Street
Guyton, GA 31312 USA

Description of Work

Filled out job proposal to replace cheap Lundys office unit
Converting system from P to all electric

Also filled out job proposal to replace 5 ton heat pump on the police department training area

Quoted customer \$2800.00 to install Used Unit police department training room
The system Utilizes outdated and expensive refrigerant (R-22)
We will be converting this system over to a more available safer refrigerant (407-c)

Job notes: Police department training room Existing equipment is three phase

Sub-Total	\$0.00
Tax	\$0.00
Total Due	\$0.00
Balance Due	\$0.00

Thank you for choosing ProAir Heating & Cooling

This invoice is agreed and acknowledged. Payment is due upon receipt. A service fee will be charged for any returned checks, and a financing charge of 1% per month shall be applied for overdue amounts.

I find and agree that all work performed by Pro Air Heating & Cooling has been completed in a satisfactory and workmanlike manner. I have been given the opportunity to address concerns and/or discrepancies in the work provided, and I either have no such concerns or have found no discrepancies or they have been addressed to my satisfaction. My signature here signifies my full and final acceptance of all work performed by the contractor.



Recommendations

Total Services Heating and Air Conditioning

<https://totalserviceshvac.com/>

GA: CR10002

office: [REDACTED]

Travis Stephens

Office: [REDACTED]

admin@totalserviceshvac.com

Prepared for

Guyton Police Department

505 Magnolia St

Guyton GA 31312

lauren.mcmillian@cityofguyton.com

Primary system - 3.5 Ton American Standard Split Heat Pump

Prepared

09/25/2024

Effective through

10/25/2024

Secondary system in old building - 4 Ton American Standard Split Heat Pump

Prepared

09/25/2024

Effective through

10/25/2024

Thank you for discussing your home comfort needs with me, and allowing us to present options for your new home comfort system.

See the system choice(s) we're proposing for you below. Your price(s) include all installation materials and labor. When you would like to move forward with one of these options, please contact me to schedule your installation.

- Each option is on it's own page
- Standard Services is everything included with your Installation
- Warranty information is included under each option

After viewing your proposal, please contact us with any questions you may have, or to place your order



Total Services Heating and Air Conditioning
 (912) 728-6720

Expires on
 10/25/2024

Prepared by
 Travis Stephens

Prepared for
 Guyton Police Department

Silver



Silver 14
 4A6H4-N
14.3 SEER2
 11.7 EER2
 7.5 HSPF2
 Single Stage
 R-410A



Silver
 TEM4
 Multi-Speed
 R-410A



BAYHTR-BK
 10kW

[More equipment on page 4](#)

System Price **\$8,338**
Your Price **\$8,338**
Approx. Monthly **\$8,338**
 0.0% for 1 months

Scope of Work for Primary system Proposal

Unless otherwise specified each install will include the following:

- Remove and dispose of old equipment
- Recover, reclaim, and evacuate all refrigerant in system
- Includes the following if it applies to your system.
- New Emergency oversized drain pan
- 1 Safety condensate overflow switches
- Insulate 6' drain line
- Pad for outdoor unit
- New Plenum boxes if needed
- Mastic seal duct connections
- Nitrogen purge and leak test
- Vacuum system to factory specs
- All commercial units carry a 1Yr part and labor warranty
- Run necessary wiring to convert to heatpump system
- **Our warranties cover repairs to the HVAC system only.**
- **We do not cover damages caused by water leaks. (we will take all measures possible to prevent this)**
-

• -----

Primary system (option 1/1)


3.5 Ton American Standard Split Heat Pump

Silver

AHRI Rating

Total Services Heating and Air Conditioning (912) 728-6720

14.3 SEER2 | 11.7 EER2 | 7.5 HSPF2

 Heat Pump	4A6H4042N1000* Silver 14	14 SEER2 Single Stage Heat Pump
 Air Handler	TEM4A0C42S41S* Silver	EMC Multi-Position Air Handlers
 Heat Strip	BAYHTR1510BRK*	Heat Strip Kits
 Thermostat	TH6210U2001 T Series	TH6-T Series Programmable Thermostat

Warranties

Heat Pump

Base Limited Warranty Period: Compressor, Outdoor Coil, Parts - 5 years, Registered Limited Warranty Period: Compressor, Outdoor Coil, Parts - 10 years*, *Product Registration and Registration Transfer exclusions vary in the US from state to state and in Canada from province to province. To determine if there are specific exclusions for your state or province check your local laws.

Air Handler

Base Limited Warranty Period: Indoor Coil and Parts - 5 years, Registered Limited Warranty Period: Indoor Coil and Parts - 10 years*, 1-Year Limited Parts Warranty on Commercial Applications, *Product Registration and Registration Transfer exclusions vary in the US from state to state and in Canada from province to province. To determine if there are specific exclusions for your state or province check your local laws.

Control

Five Year Limited Warranty

Pricing

*Total Services will file for all rebates unless otherwise noted. We recommend that homeowners consult accountant concerning any tax credits available. We will make every effort to give accurate information concerning tax credits.

System Price	\$8,338
Your Price	\$8,338
Approx. Monthly	\$8,338
0.0% for 1 months	



Total Services Heating and Air Conditioning

(912) 728-6720

Prepared by
Travis Stephens

Expires on
10/25/2024

Prepared for
Guyton Police Department

Silver



Silver 14
4A6H4-N
14.3 SEER2
11.7 EER2
7.5 HSPF2
Single Stage
R-410A



Silver
TEM4
Multi-Speed
R-410A



BAYHTR-BK
10KW

[More equipment on page 7](#)

System Price **\$9,273**
Your Price **\$9,273**
Approx. Monthly **\$9,273**
 0.0% for 1 months

Scope of Work for Secondary system in old building Proposal

Unless otherwise specified each install will include the following:

- Remove and dispose of old equipment
- Recover, reclaim, and evacuate all refrigerant in system
- Includes the following if it applies to your system.
- New Emergency oversized drain pan
- 2 Safety condensate overflow switches
- Insulate 6' drain line
- Pad for outdoor unit
- New Plenum boxes if needed
- Mastic seal duct connections
- Nitrogen purge and leak test
- Vacuum system to factory specs
- All commercial equipment has a 1Yr part and labor warranty
- The current system is 3phase power and that is what I am quoting. However if you have an electrician change to single phase you can save \$1275
- We don't have a listing on this software for the 3Ph unit but the pricing is correct
- **Our warranties cover repairs to the HVAC system only.**
- **We do not cover damages caused by water leaks. (we will take all measures possible to prevent this)**
-

Secondary system in old building (option 1/1)

4 Ton American Standard Split Heat Pump

Silver

AHRI Rating

Total Services Heating and Air Conditioning (912) 728-6720

14.3 SEER2 | 11.7 EER2 | 7.5 HSPF2

 Heat Pump	4A6H4048N1000* Silver 14	14 SEER2 Single Stage Heat Pump
 Air Handler	TEM4A0C49M41S* Silver	EMC Multi-Position Air Handlers
 Heat Strip	BAYHTR1510BRK*	Heat Strip Kits
 Thermostat	TH6210U2001 T Series	TH6-T Series Programmable Thermostat

Warranties

Heat Pump

Base Limited Warranty Period: Compressor, Outdoor Coil, Parts - 5 years, Registered Limited Warranty Period: Compressor, Outdoor Coil, Parts - 10 years*, *Product Registration and Registration Transfer exclusions vary in the US from state to state and in Canada from province to province. To determine if there are specific exclusions for your state or province check your local laws.

Air Handler

Base Limited Warranty Period: Indoor Coil and Parts - 5 years, Registered Limited Warranty Period: Indoor Coil and Parts - 10 years*, 1-Year Limited Parts Warranty on Commercial Applications, *Product Registration and Registration Transfer exclusions vary in the US from state to state and in Canada from province to province. To determine if there are specific exclusions for your state or province check your local laws.

Control

Five Year Limited Warranty

Pricing

*Total Services will file for all rebates unless otherwise noted. We recommend that homeowners consult accountant concerning any tax credits available. We will make every effort to give accurate information concerning tax credits.

System Price	\$9,273
Your Price	\$9,273
Approx. Monthly	\$9,273
0.0% for 1 months	



Canady's Heating, Air, Plumbing
 504 Scott Court, Richmond Hill, Georgia 31324 United States
 (912) 756-6688

BILL TO

Guyton Police Department
 505 Magnolia Street
 Guyton, GA 31312 United States

ESTIMATE 167482858	ESTIMATE DATE Sep 24, 2024
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JOB ADDRESS

Guyton Police Department
 505 Magnolia Street
 Guyton, GA 31312 United States

Job: 167303423
Technician: Brandon Wright

SERVICE	DESCRIPTION	QTY
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RT14HPAH3.5T	<p>TRANE RUNTRU 14S2 3.5 TON System:</p> <p>Canady's famous installation of a Trane RUNTRU 14 Seer2 heat pump, A4AH4E air handler, and Auxiliary Heating Element. This installation Includes utilizing Canady's Perfect Job Design Software and Canady's Professionally Trained technicians.</p> <p>Our Installations Include:</p> <ul style="list-style-type: none"> • Custom Made Industrial Duct Plenums • Custom Made Over sized Secondary Drain Pan • Complete Flood Protection with Primary and Secondary Switches. • Honeywell 5000 Ultra-Reliable Thermostat • Lifetime Guaranteed In-Field Wiring Connections • Acid Cleaning of Existing Copper Line set. • Poly-Carbonate Condenser Pad • Vibration Isolation Blocks for Air Handler • World-Class Customer Service • Home and Flooring Protection • Thorough Test Out Procedures • Personal Thermostat and System Operation Training 	1.00
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XR14HPAH4T	<p>TRANE XR14 S2 4 TON System:</p> <p>3 phase 208-230</p> <p>Canady's famous installation of a Trane XR14 heat pump, TEM4 air handler, and Auxiliary Heating Element. This installation Includes utilizing Canady's Perfect Job Design Software and Canady's Professionally Trained technicians.</p> <p>Our Installations Include:</p> <ul style="list-style-type: none"> • Custom Made Industrial Duct Plenums • Custom Made Over sized Secondary Drain Pan • Complete Flood Protection with Primary and Secondary Switches. • Honeywell 5000 Ultra-Reliable Thermostat 	1.00
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- Lifetime Guaranteed In-Field Wiring Connections
- Acid Cleaning of Existing Copper Line set.
- Poly-Carbonate Condenser Pad
- Vibration Isolation Blocks for Air Handler
- World-Class Customer Service
- Home and Flooring Protection
- Thorough Test Out Procedures
- Personal Thermostat and System Operation Training

April Aire 2210	April Aire Filtration System 2210: Our most popular air filtration package! April Aire filter systems have a 5" pleated media designed to remove particulates from the air without decreasing system performance. The filter systems are designed to attach directly to the air handling unit and take the place of the 1" filters found in every return duct. The typical home needs filter replacement only every 6 months to a year depending on home design and use. This is also great for rental properties where tenants may not change the filter as they should.	1.00
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April Aire 2210	April Aire Filtration System 2210: Our most popular air filtration package! April Aire filter systems have a 5" pleated media designed to remove particulates from the air without decreasing system performance. The filter systems are designed to attach directly to the air handling unit and take the place of the 1" filters found in every return duct. The typical home needs filter replacement only every 6 months to a year depending on home design and use. This is also great for rental properties where tenants may not change the filter as they should.	1.00
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Trade Up Days Discount \$1000	Trade Up Days Discount \$1000: Our favorite promotion of the year! We pay you for your existing equipment. Up to \$2500!	1.00
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Trade Up Days Discount \$1000	Trade Up Days Discount \$1000: Our favorite promotion of the year! We pay you for your existing equipment. Up to \$2500!	1.00
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POTENTIAL SAVINGS	\$0.00
SUB-TOTAL	\$25,025.30
TAX	\$0.00
TOTAL	\$25,025.30

Thank you for choosing Canady's Heating, Air, Plumbing

CUSTOMER AUTHORIZATION

Canady's hereby proposes to furnish material and labor in complete accordance with the included specifications for the sum of: \$25,025.30. It is agreed and understood by both parties that all equipment and parts which are sold pursuant hereto shall not become fixtures or part of the real estate where they are placed. Said parts and equipment shall at all times remain personal property and the title thereto shall remain with the seller until payment in full is received. Buyer hereby agrees that all parts and equipment may be repossessed in the event of non-payment. Buyer agrees that 25% of the job total shall be retained by Canady's if the buyer cancels the job within 3 days of the job's installation date.

Sign here _____

Date _____

**PROCLAMATION of
DOMESTIC VIOLENCE AWARENESS MONTH
in GUYTON, GEORGIA**

October 2024



In the City of Guyton, Georgia in recognition of the important work done by survivors, domestic violence programs and victim service providers, I urge all citizens to actively participate in the scheduled activities and programs sponsored by the Effingham County Victim Witness Assistance Program and other community organizations to work toward the elimination of intimate partner violence.

WHEREAS, in just one day, across the U.S. and its territories, nearly 75,000 victims of domestic violence sought services from domestic violence programs and shelters. That same day, more than 9,000 requests for services, including emergency shelter, housing, transportation, childcare and legal representation, could not be provided because programs lacked the resources to meet victims' needs;

WHEREAS, the impact of domestic violence is wide ranging, directly affecting individuals and society as a whole, here in this community, throughout the United States and the world, and

WHEREAS, racism, homophobia, transphobia, ageism and discrimination based on physical ability, nationality or other factors help to perpetuate domestic violence and make finding safety even more difficult for some victims;

WHEREAS, the need for safe house continues to be rated as survivors' most urgent need; and

WHEREAS, Guyton joins with others across Georgia and the nation in supporting victims of domestic violence, as well as local programs, state coalitions, national organizations, and other agencies nationwide who are committed to increasing public awareness of domestic violence and sending a clear message to abusers that domestic violence is not tolerated in Guyton, Georgia;

WHEREAS, domestic violence impacts millions of people each year, but it can be prevented. Preventing domestic violence requires the collective voice and power of individuals, families, institutions, and systems – each whose “#1Thing” adds a valuable and powerful component to transforming our communities.

NOW, THEREFORE, I, Andy Harville, Mayor of the City of Guyton, Georgia, hereby do proclaim October 2024 as Domestic Violence Awareness Month.



Honorable Andy Harville
Mayor, Guyton, Georgia

GEORGIA MUNICIPAL EMPLOYEES
BENEFIT SYSTEM

DEFINED BENEFIT RETIREMENT PLAN

ORDINANCE 2024-08
and
ADOPTION AGREEMENT
for
City of Guyton

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

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I. AN ORDINANCE

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

Section 1. The Retirement Plan for the Employees of the City of Guyton, 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 36

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 Guyton, Georgia**

3. GOVERNING AUTHORITY

Name: **Mayor and Council**
Address: **P.O. Box 99, Guyton, GA 31312-0099**
Phone: **(912) 772-3353**
Facsimile: **(912) 772-3152**

4. PLAN REPRESENTATIVE

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

Name: **City Clerk**
Address: **P.O. Box 99, Guyton, GA 31312-0099**
Phone: **(912) 772-3353**
Facsimile: **(912) 772-3152**

5. PENSION COMMITTEE

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

Position:
Position:
Position:
Position:
Position:

Pension Committee Secretary: **City Clerk**
Address: **P.O. Box 99, Guyton, GA 31312-0099**
Phone: **(912) 772-3353**
Facsimile: **(912) 772-3152**

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): This is an amendment to require participation in this Plan by elected or appointed members of the Governing Authority who hold such office on or after November 12, 2024, (see Adoption Agreement, p. 6) as follows: (1) Normal Retirement at age 65, with no minimum Service requirement (see Adoption Agreement, p. 15); (2) a monthly Retirement benefit in the amount of \$50 per month for each year of Total Credited Service as an elected or appointed member of the Governing Authority (see Adoption Agreement, p. 23), and (3) immediate Vesting (see Adoption Agreement, p. 29).**

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 **November 12, 2024** **(insert effective date of this Adoption Agreement but not earlier than the first day of the current Plan Year in which the Plan is adopted (unless a retroactive corrective amendment is permitted under EPCRS, Rev. Proc. 2021-30 (or subsequent updated guidance))**.

This Plan is adopted as an amendment and restatement of the Employer's preexisting GMEBS Adoption Agreement, which became effective on **September 10, 2024** **(insert effective date of most recent Adoption Agreement preceding this Adoption Agreement)**.

The Employer's first Adoption Agreement became effective **January 1, 2003** (insert effective date of Employer's first GMEBS Adoption Agreement). The Employer's GMEBS Plan was originally effective **January 1, 1999** (insert effective date of Employer's original GMEBS Plan). (If the Employer's Plan was originally a non-GMEBS Plan, then the Employer's non-GMEBS Plan was originally effective _____ (if applicable, insert effective date of Employer's original non-GMEBS Plan).)

8. PLAN YEAR

Plan Year means (check one):

- Calendar Year
- Employer Fiscal Year commencing _____.
- Other (must specify month and day commencing): _____.

9. CLASSES OF ELIGIBLE EMPLOYEES

Only Employees of the Adopting Employer who meet the Basic Plan Document's definition of "Employee" may be covered under the Adoption Agreement. Eligible Employees shall not include non-governmental employees, independent contractors, leased employees, nonresident aliens, or any other ineligible individuals, and this Section 9 must not be completed in a manner that violates the "exclusive benefit rule" of Internal Revenue Code Section 401(a)(2).

A. Eligible Regular Employees

Regular Employees include Employees, other than elected or appointed members of the Governing Authority or Municipal Legal Officers, who are regularly employed in the services of the Adopting Employer. Subject to the other conditions of the Basic Plan Document and the Adoption Agreement, the following Regular Employees are eligible to participate in the Plan (check one):

- ALL** - All Regular Employees, provided they satisfy the minimum hour and other requirements specified under "Eligibility Conditions" below.
- ALL REGULAR EMPLOYEES EXCEPT** for the following employees (must specify; specific positions are permissible; specific individuals may not be named): _____.

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: _____ (must not exceed 40 hours/week regularly scheduled)

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

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

Minimum hour requirement applicable to excepted Regular Employees:

- No minimum
- 20 hours/week (regularly scheduled)
- 30 hours/week (regularly scheduled)

- Other: _____ (must not exceed 40 hours/week regularly scheduled)

B. Months Per Year (Regular Employees)

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

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

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

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

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

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

11. WAITING PERIOD

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

12. ESTABLISHING PARTICIPATION IN THE PLAN

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

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

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

13. CREDITED SERVICE

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

A. Credited Past Service with Adopting Employer

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

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

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

- All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service).
- All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), except for Service rendered prior to _____ (**insert date**).
- All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), except as follows (**must specify other limitation in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**): _____.
- No Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service).

(2) **Previously Employed, Returning to Service after Original Effective Date.**

If an Eligible Employee is not employed on the original Effective Date of the Employer's GMEBS Plan, but returns to Service with the Adopting Employer sometime after the Effective Date, said Eligible Employee's Service prior to becoming a Participant (including any Service prior the Effective Date) shall be treated as follows (**check one**):

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

- All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), provided that after returning to employment, the Eligible Employee performs Service equal to the period of the break in Service or one (1) year, whichever is less. Any limitations imposed above with respect to Eligible Employees employed on the Effective Date shall also apply.
- No Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service).

Other limitation(s) on Recognition of Credited Past Service **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i): Credited Past Service shall not include any tenure of elective office prior to November 12, 2024, unless the Participant was serving as an elected or appointed member of the Governing Authority or as an Eligible Regular Employee on November 12, 2024.**

(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 _____ years **(insert number)**.

(3) Rate of Accrual for Prior Military Service.

Credit for Prior Military Service shall accrue at the following rate **(check one)**:

- One month of military service credit for every _____ month(s) **(insert number)** of Credited Service with the Adopting Employer.
- One year of military service credit for every _____ year(s) **(insert number)** of Credited Service with the Adopting Employer.
- All military service shall be creditable (subject to any caps imposed above) after the Participant has completed _____ years **(insert number)** of Credited Service with the Employer.
- Other requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

(4) Payment for Prior Military Service Credit (check one):

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

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

(5) Limitations on Service Credit Purchases. Unless otherwise specified in an Addendum to the Adoption Agreement, for purposes of this Section and Section 13.C. concerning prior governmental service credit, the term "actuarial cost of service credit" is defined as set forth in the Service Credit Purchase Addendum. In the case of a service credit

purchase, the Participant shall be required to comply with any rules and regulations established by the GMEBS Board of Trustees concerning said purchases.

C. Prior Governmental Service

Note: A Participant's prior service with other GMEBS employers shall be credited for purposes of satisfying the minimum service requirements for Vesting and eligibility for Retirement and pre-retirement death benefits as provided under Section 9.05 of the 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 **65** (**insert number**)
- Completion of _____ years (**insert number**) of Total Credited Service
- In-Service Distribution to Eligible Employees permitted (*i.e.*, a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and 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 _____ (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)**): _____.

- (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)**: _____.

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

- (c) **Split Final Average Earnings Formula. _____% (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)**:_____.
- (d) **Alternative Split Final Average Earnings Formula.** _____ % **(insert percentage)** of Final Average Earnings up to the amount of **Covered Compensation (see subsection (2) below for definition of Covered Compensation)**, plus _____% **(insert percentage)** of Final Average Earnings in excess of said Covered Compensation, multiplied by years of Total Credited Service as an Eligible Regular Employee.

This formula applies to:

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

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

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

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

- (a) **A.I.M.E. Covered Compensation** as defined in Section 2.18 of the Basic Plan Document. This definition of Covered Compensation shall apply to **(check one)**:
 - All Participants who are Regular Employees.
 - Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.
- (b) **Dynamic Break Point** Covered Compensation as defined in Section 2.19 of the Basic Plan Document. This definition of Covered Compensation shall apply to **(check one)**:
 - All Participants who are Regular Employees.
 - Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**:_____.
- (c) **Table Break Point** Covered Compensation as defined in Section 2.20 of the Basic Plan Document. This definition of Covered Compensation shall apply to **(check one)**:
 - All Participants who are Regular Employees.
 - Only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

- (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).
- \$50.00 (insert dollar amount)** per month for each year of Total Credited Service as an elected or appointed member of the Governing Authority or Municipal Legal Officer (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>Retirement Age)]</u> (check as applicable)	<u>Percentage of</u> <u>Normal Retirement Benefit*</u> (complete as applicable)
<input type="checkbox"/> 0	1.000
<input type="checkbox"/> 1	0.____
<input type="checkbox"/> 2	0.____
<input type="checkbox"/> 3	0.____
<input type="checkbox"/> 4	0.____
<input type="checkbox"/> 5	0.____
<input type="checkbox"/> 6	0.____
<input type="checkbox"/> 7	0.____
<input type="checkbox"/> 8	0.____
<input type="checkbox"/> 9	0.____
<input type="checkbox"/> 10	0.____
<input type="checkbox"/> 11	0.____
<input type="checkbox"/> 12	0.____
<input type="checkbox"/> 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): _____.

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.): _____.

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 **10** 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 November 12, 2024 (**not earlier than the first day of the current Plan Year in which the Plan is adopted, unless a retroactive corrective amendment is permitted under EPCRS, Rev. Proc. 2021-30 (or subsequent updated guidance)**).

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

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

Attest:

CITY OF GUYTON, 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 Guyton, as follows (complete one or more sections, as applicable):

*** Items (1) through (5) of Pre-approved Addendum – Not Applicable ***

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

- (a) excluding overtime pay.
- (b) excluding bonuses.
- (c) excluding _____ (specify type of excluded earnings).
- (d) including perquisites or allowances for use of a car or house rent.
- (e) including severance payments; provided that the following limitations shall apply (must specify):
_____.
- (f) including _____ (specify type of included earnings).

This definition of Earnings applies to (check one):

- All Participants.
- Only the following Participants (must specify): **Eligible Regular Employees initially employed or reemployed on or after August 1, 2003.**

NOTE: The Employer is responsible for providing any and all documentation to the Administrator relating to payments that are

included in the definition of Earnings pursuant to this Section, including but not limited to the amount(s) paid and the date of such payment(s).

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

***** Items (7) through (10) of Pre-approved Addendum – Not Applicable *****

(11) Special Break in Service Provisions. If a non-vested Participant is terminated and reemployed by the Adopting Employer, periods of service before the break (check one):

- will **not** be counted, except as otherwise provided in subsection 4.06(e) of the Basic Plan Document (concerning graduated vesting schedules).
- will not be counted unless the Participant remains in Service with the Employer for at least **a period of Service and leave of absence equal to the break in Service, or Service and leave of absence equal to five (5) years** (insert time period) following the Participant's return to employment, except as otherwise provided in subsection 4.06(e) of the Basic Plan Document.
- will be counted without regard to the break in service limitations of Section 4.06 of the Basic Plan Document.

This provision shall apply to (check one):

- All Participants.**
- Only the following Participants (must specify):**

_____.

***** Items (12) through (15) of Pre-approved Addendum – Not Applicable *****

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

Attest:

CITY OF GUYTON, GEORGIA

City Clerk

Mayor

(SEAL)

Approved:

City Attorney

The terms of the foregoing Addendum are approved by the Board of Trustees of the Georgia Municipal Employees Benefit System.

IN WITNESS WHEREOF, the Board of Trustees of the Georgia Municipal Employees Benefit System has caused its Seal and the signatures of its duly authorized officers to be affixed this _____ day of _____, 20____.

**Board of Trustees
Georgia Municipal Employees
Benefit System**

(SEAL)

Secretary