



**BOARD OF COUNTY COMMISSIONERS**

T. PAGE THARP GOVERNMENTAL BUILDING  
 102 STARKSVILLE AVENUE NORTH, LEESBURG, GEORGIA 31763

TUESDAY, JANUARY 25, 2022 AT 6:00 P.M.  
 T. PAGE THARP BUILDING  
 OPAL CANNON AUDITORIUM  
 WWW.LEE.GA.US

MEETING AGENDA  
 VOTING SESSION

**COUNTY COMMISSIONERS**

Billy Mathis, Chairman	District 3
John Wheaton, Vice-Chairman	District 1
Luke Singletary, Commissioner	District 2
Rick Muggridge, Commissioner	District 4
George Walls, Commissioner	District 5

**COUNTY STAFF**

Christi Dockery, County Manager  
 Kaitlyn Sawyer, County Clerk  
 Jimmy Skipper, County Attorney

- |   | <u>PAGE</u> |
|---|-------------|
| 1. <b><u>INVOCATION</u></b><br>Pastor Aaron McCulley, Philema Baptist Church, to lead the invocation.   |             |
| 2. <b><u>PLEDGE OF ALLEGIANCE</u></b>   |             |
| 3. <b><u>CALL TO ORDER</u></b>  |             |
| 4. <b><u>APPROVAL OF MINUTES</u></b><br>(A) Consideration to approve the minutes for the Board of Commissioners meeting for January 11, 2022.   | A - H       |
| 5. <b><u>CONSENT AGENDA</u></b><br>NONE   |             |
| 6. <b><u>NEW BUSINESS</u></b><br>(A) Recognition of employees' years of service.  | 1           |
| 7. <b><u>PUBLIC HEARING</u></b><br>NONE   |             |
| 8. <b><u>DEPARTMENTAL MATTERS</u></b><br><b><u>Fire &amp; EMS</u></b><br>(A) Consideration to approve a Memorandum of Agreement for mutual aid with the Marine Corps Logistics Base in Albany, Georgia, effective for nine (9) years.   | 2-7         |
| <b><u>Planning, Zoning &amp; Engineering</u></b><br>(B) Consideration to approve an application from <b><u>Clifford Harpe, Jr. (Z21-008)</u></b> , as submitted to the Lee County Planning Commission, to allow for a second single family home on a legally subdivided lot of at least 3 acres in the AG-1 (Active Agriculture District). The property owner is the Estate of Katherine Anderson Magee Wilkinson, Parcel Number 041045 of land being part of Land Lot 40 of the 15th Land District of Lee County, Georgia. <b><i>Planning Department staff recommend approval and the Planning Commission voted unanimously to approve. PUBLIC HEARING HELD JANUARY 11, 2022</i></b> | 8-16        |

- (C) Consideration to approve an application from **Guy Joiner (Z21-009)**, as submitted to the Lee County Planning Commission, requesting to rezone a total of 3.00 acres from R-1 (Single-Family Residential District) to C-2 (General Business District). The property owners are William and Sherry Stith, Parcel Number 040D607000 of land being part of Land Lot 242 of the Second Land District of Lee County, Georgia. **Planning Department staff recommend conditional approval and the Planning Commission voted to deny (5-2). PUBLIC HEARING HELD JANUARY 11, 2022** 17-26
- (D) Consideration to approve an application from **Joe and Beth Pollock (Z21-010)**, as submitted to the Lee County Planning Commission, requesting to rezone a total of 25.00 acres from AG (Active Agricultural District) to R-1L (Low Density, Single Family Residential District). The property owners are Joe and Beth Pollock, Parcel Number 054160046 of land being part of Land Lot 29 of the First Land District of Lee County, Georgia. **Planning Department staff recommend denial and the Planning Commission voted unanimously for approval, with the following condition: That this be a one-time approval to divide (no future subdivision of this property) the 25 acre tract into a 15 acre tract and a 10 acre tract. This is approved based on the sale of the 10 acre tract. PUBLIC HEARING HELD JANUARY 11, 2022** 27-41
- (E) Consideration to approve an application from **Pinewood Solar, LLC (Z21-011), a Subsidiary of NextEra Energy Resources (NextEra) (Griffin Leone, Project Manager)**, as submitted to the Lee County Planning Commission, proposing to construct and operate a large scale (1500 acres) ground mounted solar energy system as principal use in the AG-1 (Active Agriculture District) zone. There are multiple property owners as follows: Cross Creek Plantations LLC, Parcel 044 005; Cross Creek Plantations LLC, Parcel 044 002; Cross Creek Plantations LLC, Parcel 045 001; Griffith Farms LLC, Parcel 046 014; Griffith Farms LLC, Parcel 035 066; Lagg Farms LLC, Parcel 044 001; Michigan Homes, Inc., Parcel 035 015; R & S Farms Inc., Parcel 035 041; Jimmy C Smith, Parcel 035 100. The project site is located approximately 6 miles north of the City of Leesburg, south of State Route 377, and west of State Route 195 within four contiguous parcels. **Planning Department staff recommend conditional approval and the Planning Commission voted for approval, with the conditions set forth by staff recommendation (see page 45) and the following additional condition (5-1): The commencement of construction is to begin within 18 months from the Lee County Board of Commissioners January 25, 2022 meeting. PUBLIC HEARING HELD JANUARY 11, 2022** 42-48
9. **CONSTITUTIONAL OFFICERS & GOVERNMENTAL BOARDS/AUTHORITIES**  
NONE
10. **COUNTY MANAGER'S MATTERS**
- (A) Updates on County projects. 49-54
- (B) Consideration to adopt the amended and restated ACCG 401(a) Defined Contribution Plan for Senior Management employees. 55-158
- (C) Consideration to adopt an ordinance updating existing speed limits, as prepared by GDOT. *FIRST READING* 159-171
11. **COMMISSIONER'S MATTERS**
- (A) Consideration to ratify the FY2022 LMIG application. 172-192
12. **UNFINISHED BUSINESS**  
NONE
13. **COUNTY ATTORNEY'S MATTERS**  
NONE

14. EXECUTIVE SESSION

NONE

15. PUBLIC FORUM

*Citizens will be allowed to address the Board of Commissioners regarding any issues or complaints. Individuals should sign up prior to the start of the meeting.*

16. ANNOUNCEMENTS

(A) The renewal process for 2022 Occupation Tax/Business License has begun. **All 2021 business licenses expired on December 31, 2021. On January 31, 2022, the late fee will increase to \$100.00.**

(B) The next regularly scheduled County Commission Meeting is **Tuesday, February 8, 2022 at 6:00pm.**

17. ADJOURNMENT

AGENDA MAY CHANGE WITHOUT NOTICE

*Lee County is a thriving vibrant community celebrated for its value of tradition encompassing a safe family oriented community, schools of excellence, and life long opportunities for prosperity and happiness without sacrificing the rural agricultural tapestry.*

Persons with special needs relating to handicapped accessibility or foreign language interpretation should contact the ADA Coordinator at (229) 759-6000 or through the Georgia Relay Service (800) 255-0056 (TDD) or (800) 355-0135 (voice). This person can be contacted at the T. Page Tharp Building in Leesburg, Georgia between the hours of 9:00 a.m. and 4:00 p.m., Monday through Friday, except holidays, and will assist citizens with special needs given proper notice of seven (7) working days. The meeting rooms and buildings are handicap accessible.



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MEETING MINUTES  
WORK SESSION

**COUNTY COMMISSIONERS**

Billy Mathis, Chairman	District 3
John Wheaton, Vice-Chairman	District 1
Luke Singletary, Commissioner	District 2
Rick Muggridge, Commissioner	District 4
George Walls, Commissioner	District 5

**COUNTY STAFF**

Christi Dockery, County Manager  
Kaitlyn Sawyer, County Clerk  
Jimmy Skipper, County Attorney

The Lee County Board of Commissioners met in a work session on Tuesday, January 11, 2022. The meeting was held in the Opal Cannon Auditorium of the Lee County T. Page Tharp Governmental Building in Leesburg, Georgia. Those present were Chairman Billy Mathis, Vice-Chairman John Wheaton, Commissioner Luke Singletary, Commissioner Rick Muggridge, and Commissioner George Walls. Staff in attendance was County Manager Christi Dockery, County Clerk Kaitlyn Sawyer, and County Attorney Jimmy Skipper. The meeting was also streamed on Facebook Live.

**INVOCATION**

Josh Posey, First Baptist Church of Leesburg, led the invocation.

**PLEDGE OF ALLEGIANCE**

The Board and the audience said the Pledge of Allegiance in unison.

**CALL TO ORDER**

(A) **Selection of a Chairman for 2022 and by virtue of office, Chairman will serve on the following boards:**

- **DARTS Policy Coordinator – meets quarterly\***
- **SWGRC Council – meets monthly\*\***
- **Health Department – meets quarterly\*\***

*\*Proxy to be appointed by Chairman of the Board/Letter to DARTS.*

*\*\*Chairman may appoint another Commissioner to serve in his stead.*

Commissioner Walls made the **MOTION** to name Commissioner Mathis as Chairman of the Lee County Board of Commissioners for 2022. Commissioner Singletary seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Muggridge and Commissioner Wheaton voting yea. Commissioner Mathis is Chairman of the Lee County Board of Commissioners for 2022.

(B) **Selection of a Vice-Chairman for 2022.**

Commissioner Walls made the **MOTION** to name Commissioner Wheaton as Vice-Chairman of the Lee County Board of Commissioners for 2022. Commissioner Muggridge seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Singletary and Chairman Mathis voting yea. Commissioner Wheaton is Vice-Chairman of the Lee County Board of Commissioners for 2022.

(C) **Chairman to make appointments to the County’s 2022 Standing Committees:**

- **Budget & Finance Committee:** Commissioners Mathis and Wheaton
- **Personnel Committee:** Commissioners Singletary and Wheaton
- **Road Committee:** Commissioners Muggridge and Walls

## APPROVAL OF MINUTES

(A) Consideration to approve the Board of Commissioners meeting minutes for December 14, 2021.

Commissioner Wheaton made the **MOTION** to approve the Board of Commissioners meeting minutes for December 14, 2021. Commissioner Walls seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Singletary and Commissioner Muggridge voting yea.

## CONSENT AGENDA

NONE

## NEW BUSINESS

(A) Patsy Shirley, Executive Director of Lee County Family Connection, Inc., to provide an update on Family Connection programs.

Patsy Shirley, Executive Director of Lee County Family Connection, Inc., provided a mid-year update to the Board on the various Family Connection programs in Lee County. The Backpack Blessings program distributed 1,633 bags to area children K – 5<sup>th</sup> Grade and the 6<sup>th</sup> annual Christmas Store helped 44 families (132 children, 396 gifts, 132 pairs of pajamas, 132 filled stockings, 132 books, 132 bags of school supplies, 44 bags of groceries, and 44 family gifts) with the assistance of 70 volunteers and 100 community partners. This program itself is an approximately a \$20,000.00 program, run mostly by in-kind contributions and gifts.

In the Literacy Intervention program, the retired educators have delivered 611 books to children Pre-K – 2<sup>nd</sup> Grade. There were two Family Literacy Nights that served eight families (35 children) with 15 volunteers and five community partners.

Ms. Shirley also discussed the Youth Leadership Development program. The program is in its planning phase, but has received the Innovations in Community Leadership Initiative Grant from the JW Fanning Institute for Leadership Development at UGA. This program will also hopefully then develop into a Junior Ambassador program and will potentially impact 150 students per year. There are six community partners: Chamber of Commerce, Board of Commissioners, City of Leesburg, the School System, the Library System, and Family Connections.

Ms. Shirley also quoted a passage from a book entitled “What Happened to You?” by Dr. Bruce Perry regarding the importance of programs like this after questioning whether or not these programs make a difference in the lives of the children and families in Lee County. Ms. Shirley thanked the Board for their continued support and Chairman Mathis stated that this program does make a difference in the community, citing how many families have been given food during the pandemic.

## PUBLIC HEARING

(A) Clifford Harpe, Jr. (Z21-008) has submitted an application to the Lee County Planning Commission to allow for a second single family home on a legally subdivided lot of at least 3 acres in the AG-1 (Active Agriculture District). The property owner is the Estate of Katherine Anderson Magee Wilkinson, Parcel Number 041045 of land being part of Land Lot 40 of the 15th Land District of Lee County, Georgia. Planning Department staff recommend approval and the Planning Commission voted unanimously to approve.

Chairman Mathis opened the public hearing.

Phyllis Tucker, executor of the Estate of Katherine Anderson Magee Wilkinson, addressed the Board regarding the proposed application, stating that that the property contains approximately 200 acres, and the family wishes to sell all but three (3) acres of that property, as there is an existing, family-member occupied home on that section. Commissioner Walls asked if this property had ever been previously subdivided, to which Ms. Tucker replied that it had not.

With no further comments or questions from the Board or the audience, the public hearing was closed.

- (B) Guy Joiner (Z21-009) has submitted an application to the Lee County Planning Commission requesting to rezone a total of 3.00 acres from R-1 (Single-Family Residential District) to C-2 (General Business District). The property owners are William and Sherry Stith, Parcel Number 040D607000 of land being part of Land Lot 242 of the Second Land District of Lee County, Georgia. Planning Department staff recommend conditional approval and the Planning Commission voted to deny (5-2). Chairman Mathis opened the public hearing.

In Favor

1. Guy Joiner, applicant, addressed the Board regarding the application, stating that the proposed gas station would be 30 yards off Haley Drive to the North and 100 yards from the nearest house, would have low density lighting that would be no brighter than what would be in a neighborhood, and the store would close at 9:00pm, with employees gone by 10:00pm. Mr. Joiner stated he aims to provide a safe, clean, friendly environment, free of crime. Mr. Joiner also cited a traffic study showing 14,000 a day; currently there are 3,660 travel units a day on that road, which is less than 25%; however, Mr. Joiner acknowledged the congestion in the area at certain times of the day at that intersection. Mr. Joiner stated that he recognizes that the area can become congested when the train is coming through twice a day and that it takes about 15 minutes to clear; however, stated that this station should not increase traffic flow.

The GDOT has also already approved the right of way, so they must recognize the traffic pattern in the area. Additionally, reports show a total of only nine motor vehicle accidents at the intersection during the calendar year 2021, compared to the traffic study that mentions 1,335,000 units traveling per year.

Mr. Joiner stated that property values should not decrease as over the past three to four years, property values in Lee County have increased approximately 60%, which includes the residential properties around commercial developments as well. To address the environmental issue, Mr. Joiner stated that they have a GUST fund that they have to participate in that will pay for any spills; Mr. Joiner added that he was not aware of any oil spills in Lee County in the past few years.

In Opposition

1. Phillip Reed, resident, stated that no one can predict the future, so while Mr. Joiner says that property values will not decrease and no criminal activity will take place or the traffic won't be affected, there's no way to know for sure. There are just some of the concerns from the residents in the immediate area. Mr. Reed stated that this was a very dangerous intersection, with speeders, numerous accidents, and many near misses (which go unmentioned, yet should be taken into consideration) as well as the daily congestion from the train. Mr. Reed stated that this area is primarily residential, which is different than other gas station lots on Hwy 19 that have commercial developments on several sides. Mr. Reed added a fear that injuries may occur if residents from the Long Dirt Road/Cedric Road/ Winding Way areas decide to take a scooter, ATV, golf cart, or even walk across Old Leesburg Road, where no traffic light or crosswalk exists, to reach the store.

Mr. Reed re-emphasized the issue of congestion due to the train and how when traffic gets backed up, it gets heavily backed up. The addition of the Pheasant Drive Extension may bring more traffic to the area as people may begin cutting through the neighborhood to avoid the train congestion or other traffic. The area residents do not want a gas station at this location, which is virtually in their backyards. Mr. Reed stated that there were enough gas stations in the area (six within a two mile radius) and there is not a need for one more. Mr. Reed closed by reading the code section defining C-2 from the Lee County Code of Ordinances. Bringing in this gas station will increase traffic; Hwy 133 can take more traffic, but what about Haley and/or Cedric?

2. Thomas Dukes, resident, agreed with everything Mr. Reed had spoken about, with the addition of concern for the geese in the area. Down Haley Drive, about 300 feet away from the proposed development site property, geese cross the roadway a few times during the day to feed and there is even

a "Geese Crossing" sign in place. The county must have known about the geese to put up a sign. Mr. Dukes questioned what this development might do to the environment and the geese population in the area, if they would be disturbed or have to relocate. Mr. Dukes offered to show the Board pictures of the geese.

3. David Kelley, resident, stated that while he does not live in the area of the proposed development, he has friends with children who do and he has also witnessed a similar case in a neighboring county. In that case, after a gas station was built nearby, the individual's property value was lowered and he was not able to sell his home for what it was worth. This station wishes to install EV chargers and Mr. Kelley questioned why anyone would need to charge at a gas station when they could charge at their home. Mr. Kelley stated that there will be an influx of crime and drug use if the gas station opens, citing again an experience with the individual in the neighboring county. If there are kids in the area, which there are, there will be drug usage. Mr. Kelley asked the Board to consider how the development might influence power usage in the area, how much power it might pull from the grid, and if the residents will be affected by this use of power.

Mr. Kelley added that there will be a lot more traffic and a lot more accidents and if the zoning is approved, we should look into traffic lights or infrastructure changes. While there have not been major oil spills in Lee County, there still could be. Also, vehicles pull into gas stations leaking oil; where does that oil go once the property owner washes it off their pavement? Mr. Kelley asked if there was a hazmat plan, an environmental impact plan, or the plan to say underground gas tanks can be built there. Mr. Kelley added that there are chemicals being transported on the train over to Proctor and Gamble and questioned how we could have a train with chemicals and a gas station on the same side of the street. Mr. Kelley encouraged the Board to look into the DOT laws applicable to the abovementioned issues before passing this zoning application.

4. Augusta Roberts, resident, stated that there is too much traffic for this to be approved without a traffic light at that intersection, which Ms. Roberts acknowledged would be state jurisdiction. Ms. Roberts added that while she understands the revenue this establishment could bring in for the County, revenue is not more important than safety. This station could bring more traffic and more accidents to the area. Ms. Roberts also cited the congestion caused by the train stating traffic can be backed up for a while down the block before it clears. Ms. Roberts asked the Board to consider the residents and their wishes and deny this application and not allow a gas station to be built there.

With no further comments or questions from the Board or the audience, the public hearing was closed.

- (C) **Joe and Beth Pollock (Z21-010) have submitted an application to the Lee County Planning Commission requesting to rezone a total of 25.00 acres from AG (Active Agricultural District) to R-1L (Low Density, Single Family Residential District). The property owners are Joe and Beth Pollock, Parcel Number 054160046 of land being part of Land Lot 29 of the First Land District of Lee County, Georgia. Planning Department staff recommend denial and the Planning Commission voted unanimously for approval, with the following condition: That this be a one-time approval to divide (no future subdivision of this property) the 25 acre tract into a 15 acre tract and a 10 acre tract. This is approved based on the sale of the 10 acre tract.**

Chairman Mathis opened the public hearing.

Joe Pollock, applicant, addressed the Board regarding the application, stating that the property is 25 acres total, with two homes, one currently occupied by the applicant (primary residence, built 2003) and the other being vacant. The smaller home was built (2004) on the back of the property for family members who have since passed away and has its own well and septic tank. Mr. Pollock stated that because he was told he could not rent the house to anyone other than family members, and with no interested family members, he would like to sell the home, along with approximately 10 acres of land (includes road frontage).

Mr. Pollock stated that he does not wish to add another structure onto the property, just sell a portion of it that

he has no use for any longer, adding that there is already a potential buyer. Mr. Pollock stated he was unaware he had to subdivide or rezone the property and assumed it could stay AG, citing a zoning map of Scott Road showing lots of less than 25 acres zoned as AG. Mr. Pollock reiterated that he does not wish to subdivide it again, only to sell the home and 10 acres that he is no longer in need of. Mr. Pollock added that so far he has not received any opposition.

With no further comments or questions from the Board or the audience, the public hearing was closed.

- (D) **Pinewood Solar, LLC (Z21-011), a Subsidiary of NextEra Energy Resources (NextEra): Griffin Leone, Project Manager, has submitted an application to the Lee County Planning Commission proposing to construct and operate a large scale (1500 acres) ground mounted solar energy system as principal use in the AG-1 (Active Agriculture District) zone. There are multiple property owners as follows: Cross Creek Plantations LLC, Parcel 044 005; Cross Creek Plantations LLC, Parcel 044 002; Cross Creek Plantations LLC, Parcel 045 001; Griffith Farms LLC, Parcel 046 014; Griffith Farms LLC, Parcel 035 066; Lagg Farms LLC, Parcel 044 001; Michigan Homes, Inc., Parcel 035 015; R & S Farms Inc., Parcel 035 041; Jimmy C Smith, Parcel 035 100. The project site is located approximately 6 miles north of the City of Leesburg, south of State Route 377, and west of State Route 195 within four contiguous parcels. Planning Department staff recommend conditional approval and the Planning Commission voted for approval, with the conditions set forth by staff recommendation (see page 39) and the following additional condition (5-1): The commencement of construction is to begin within 18 months from the Lee County Board of Commissioners January 25, 2022 meeting.**

Chairman Mathis opened the public hearing.

#### In Favor

1. Griffin Leone, Senior Project Manager, addressed the Board regarding the application, stating that this would be a 200mW project (\$200 million capital investment project) that is projected to produce approximately \$18 million in additional tax revenue. During the 16 month construction phase, the project will also bring around 350 jobs to the area. Mr. Leone also stated that the solar farm would be essentially invisible (95% of the facility) from the roadway due to vegetation buffers both existing and new, adding that no existing trees would need to be disturbed for the construction. Mr. Leone also stated that they had a fully completed wetland delineation, and are avoiding all jurisdictional wetlands. This project has been in the works for nearly four years and would reportedly use and impact little, if any, County resources. There is also a \$1 million decommissioning security (decommissioning in 30 years) that is voluntarily submitted by the company.

Commissioner Wheaton asked if \$1 million in a decommissioning security would be enough to cover the decommissioning in 30 years, to which Mr. Leone stated that in year 15, a third party expert would evaluate the property and replace that figure with a more appropriate estimate, if necessary, which would then replace that \$1 million.

Commissioner Walls asked if the land being used for this project was to be purchased or leased from the current property owners. Mr. Leone stated that the property is to be leased.

Commissioner Singletary asked Mr. Leone if the additional condition of having the commencement of construction begin within 18 months from the Lee County Board of Commissioners January 25, 2022 meeting was reasonable, to which Mr. Leone assured him that it was. There are still several outstanding tasks to be completed before this project could be constructed, adding that 18 months would allow time to complete all that is necessary.

#### In Opposition

1. David Kelley stated that he lives across the street from the transmission site of the proposed solar facility and supports the projects, stating that if it's your property you can do whatever you wish to with it. However, he has a concern about the hazardous waste that comes with solar panels, adding that we don't know where these panels are coming from and all solar panels have silicon in them and those



coming from overseas have more than those made in America. There is also a material in the solar panels that is highly toxic and causing cancer at a high rate. Over the next 30 years, we will have severe weather that will inevitably damage the panels. Mr. Kelley stated that he read that the company would be responsible for cleanup and hazardous materials; however, inquired as to if the decommissioning security also covers the hazmat fees. Mr. Kelley also asked who was paying to decommission the solar panels and who is paying the hazmat fees for that. What would happen if the 18 months were extended due to the COVID pandemic, or other unforeseen reasons? Mr. Kelley also said that to his understanding, there would be no run off into the wetlands, to which Chairman Mathis stated that was his understanding as well. Lastly, Mr. Kelley inquired as to if there will be a cooling system to cool the panels as he did not see mention of one, which is something the residents should know.

With no further comments or questions from the Board or the audience, the public hearing was closed.

## **DEPARTMENTAL MATTERS**

### **Building Inspection**

- (A) **Consideration to approve an alcohol license renewal for Temp Coffee & Brew for malt beverages and wine for the year 2022.**

Commissioner Singletary made the **MOTION** to approve an alcohol license renewal for Temp Coffee & Brew for malt beverages and wine for the year 2022. Commissioner Walls seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Muggridge and Commissioner Wheaton voting yea.

### **Planning, Zoning & Engineering**

- (B) **Review of the minutes of the October 7, 2021 Planning Commission meeting.**

The minutes were reviewed as presented.

- (C) **Review of the minutes of the January 6, 2022 Planning Commission meeting.**

The minutes were reviewed as presented.

## **CONSTITUTIONAL OFFICERS & GOVERNMENTAL BOARDS/AUTHORITIES**

- (A) **Consideration to appoint four members to the Utilities Authority Board for a term of one year. Current term expires 01/31/2022. New term expires 01/31/2023. Letter of interest in reappointment received from Johnny Barthlein, Ed Duffy, Troy Golden, and Commissioner George Walls (by virtue of office).**

Commissioner Wheaton made the **MOTION** to reappoint Johnny Barthlein, Ed Duffy, Troy Golden, and Commissioner George Walls (by virtue of office) to the Utilities Authority Board for a term of one year, expiring 01/31/2023. Commissioner Singletary seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Walls and Commissioner Muggridge voting yea.

## **COUNTY MANAGER'S MATTERS**

- (A) **Updates on County projects.**

County Manager Christi Dockery discussed ongoing projects in the County: (1) The 2021 LMIG SAP projects are nearly completed and should only take a few more weeks; and (2) the Tharp Building exterior masonry project is also nearly completed and is slated to hopefully be completed by Valentine's Day.

- (B) **Consideration to award the bid for the Water Improvement Project on US Hwy 82.**

Chairman Mathis summarized the project, stating this extension is going to the Woodgrain site on Hwy 82. Commissioner Singletary asked if this project would be fully funded by the County or if partially by the Utilities Authority. Chairman Mathis stated it would be County funded (SPLOST VII), including possible federal grant funds. Commissioner Singletary inquired as to if the Utilities Authority reimburses the County for projects such as this, as they are their own authority and receive revenues. Chairman Mathis replied that there has been no discussion of reimbursement and emphasized the importance of this project for the Woodgrain expansion.

Commissioner Walls asked if all necessary paperwork had been completed for the Woodgrain expansion project, to which County Manager Christi Dockery replied that it had. Chairman Mathis also added that there

would be a 'clawback provision', as with the state and the Development Authority.

Bobby Donley, Lanier Engineering addressed the Board regarding this project, citing the issues with getting materials and the differences in type of piping to possibly use. Mr. Donley stated that he had been talking with the lowest bidder about potential material pricing and changes. Iron pipes came in cheaper than PVC piping, which is not the norm. Mr. Donley explained that he is exploring options for a possible change order, as the unit price may differ by around \$50,000.00 due to material changes.

Commissioner Walls asked about the possibility of rust in 20-30 years from the iron pipes, as he recalls experiencing a situation similar and questioned if it was worth \$50,000.00 to potentially have that issue here. Mr. Donley added that another option is the use the DR18 PVC pipe. Mr. Donley explained that he was looking into two things: Potential cost savings and the lead time on pipe, as materials are limited. Commissioner Singletary clarified that no matter which vendor is chosen for the project, there is an option for pipe based on availability; to which Mr. Donley confirmed. Chairman Mathis added that the number presented on the proposal would be worst case scenario. The proposal is all inclusive, with the pricing including mostly PVC piping.

Commissioner Walls asked what timeframe we may be looking at. Mr. Donley stated that a construction period of 90 days was included in the RFP; however, the project timeline really depends on the lead time of pipe. Time is of the essence with Woodgrain so the sooner we can get started the better.

Commissioner Singletary made the **MOTION** to award the bid for the Water Improvement Project on US Hwy 82 to Popco, Inc., to not exceed \$829,621.26 to come from SPLOST VII funds. Commissioner Walls seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Wheaton and Commissioner Muggridge voting yea. Project to be overseen by Lanier Engineering.

(C) **Consideration to approve a lease with American Tower. HANDOUT**

Commissioner Singletary made the **MOTION** to table this item. Commissioner Walls seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Wheaton and Commissioner Muggridge voting yea.

(D) **Consideration to adopt a Resolution Supporting Reform to Georgia's Annexation Dispute Resolution Law.**

Chairman Mathis stated that this resolution comes from a recommendation from ACCG and is needed.

Commissioner Wheaton made the **MOTION** to adopt a Resolution Supporting Reform to Georgia's Annexation Dispute Resolution Law. Commissioner Muggridge seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Singletary and Commissioner Walls voting yea.

(E) **Consideration to ratify an updated resolution to set qualifying fees for 2022 elections.**

Commissioner Wheaton made the **MOTION** to ratify an updated resolution to set qualifying fees for 2022 elections. Commissioner Walls seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Muggridge and Commissioner Singletary voting yea.

(F) **Consideration to approve a letter of intent for a lease renewal with the State Properties Commission for the DFCS Office, located at 121 Fourth Street in Leesburg. HANDOUT**

Commissioner Wheaton made the **MOTION** to approve a letter of intent for a lease renewal with the State Properties Commission for the DFCS Office (current tenants), located at 121 Fourth Street in Leesburg for a term of three years. Commissioner Muggridge seconded the **MOTION**. The **MOTION** was unanimous with Commissioner Singletary and Commissioner Walls voting yea.

## **COMMISSIONER'S MATTERS**

(A) **Discussion of LMIG 2022 application and potential projects.**

The Board was provided a list of potential road projects. Chairman Mathis asked if anyone wished to add anything to the list. Commissioner Singletary asked that staff add Cookville Road West. Staff will move

forward to compile the LMIG application.

**Certificate Presentation:**

Chairman Mathis presented Commissioners John Wheaton and George Walls with their official certificates from ACCG and the University of Georgia's Carl Vinson Institute of Government for completing the requirements of the Lifelong Learning Academy to be a certified County Commissioner.

**UNFINISHED BUSINESS**

NONE

**COUNTY ATTORNEY'S MATTERS**

NONE

**EXECUTIVE SESSION**

NONE

**PUBLIC FORUM**

*Citizens will be allowed to address the Board of Commissioners regarding any issues or complaints. Individuals should sign up prior to the start of the meeting.*

Otis Westbrook – State of Gray Moss Road (blading, mowing, and the possibility of paving)

Sheila Bruner – Zoning issue regarding her property on Old Leslie Road (dog kennel)

**ANNOUNCEMENTS**

- (A) The renewal process for 2022 Occupation Tax/Business License has begun. **All 2021 business licenses expired on December 31, 2021. On January 15, 2022, a late fee of \$50.00 will be added. On January 31, 2022, the late fee will increase to \$100.00.**
- (B) Offices of the Lee County Board of Commissioners will be **closed Monday, January 17, 2022** in observance of Martin Luther King Jr. Day.
- (C) The next regularly scheduled County Commission Meeting is **Tuesday, January 25, 2022 at 6:00pm.**

**ADJOURNMENT**

The meeting adjourned at 7:08 PM.

\_\_\_\_\_  
CHAIRMAN

ATTEST: \_\_\_\_\_  
COUNTY CLERK

*Lee County is a thriving vibrant community celebrated for its value of tradition encompassing a safe family oriented community, schools of excellence, and life long opportunities for prosperity and happiness without sacrificing the rural agricultural tapestry.*

Persons with special needs relating to handicapped accessibility or foreign language interpretation should contact the ADA Coordinator at (229) 759-6000 or through the Georgia Relay Service (800) 255-0056 (TDD) or (800) 355-0135 (voice). This person can be contacted at the T. Page Tharp Building in Leesburg, Georgia between the hours of 9:00 a.m. and 4:00 p.m., Monday through Friday, except holidays, and will assist citizens with special needs given proper notice of seven (7) working days. The meeting rooms and buildings are handicap accessible.



**MEMORANDUM  
LEE COUNTY BOARD  
OF COMMISSIONERS**

**TO:** Honorable Board of County Commissioners  
**SUBJECT:** Employee Years of Service Recognition  
**MEETING DATE:** Tuesday, January 25, 2022

---

Please recognize the following employees for their many years of service to Lee County:

- 5 years – Crystal (Chris) Hartley – Senior Accounting Technician, Finance
- 5 years – Robert Jennings – Lieutenant, Sheriff's Office
- 5 years – Chiequilta Green – Communications Supervisor, E-911
- 5 years – Renita Gause – Deputy Clerk, Probate Court
- 15 years – Heather Jones – Director, Finance
- 25 years- James Thurman, Sr. – Judge, Magistrate Court



UNITED STATES MARINE CORPS  
MARINE CORPS LOGISTICS BASE  
814 RADFORD BOULEVARD SUITE 20302  
ALBANY GA 31704-0302

LEE MUTAL AID

BPO  
1000

**MEMORANDUM OF AGREEMENT  
BETWEEN  
LEE COUNTY FIRE DEPARTMENT  
AND  
MARINE CORPS LOGISTICS BASE  
ALBANY, GEORGIA  
M67008-210907-A015**

This Memorandum of Agreement (MOA) for Mutual Aid is entered into by and between the Lee County Fire Department and the Marine Corps Logistics Base (MCLB), Albany, Georgia, referred to collectively as Parties.

1. Authority.

1.1. DOD Instruction 4000.19, Support Agreements.

1.2. 1.1. Title 15, Chapter 49, Section 2210, United States Code

1.3. Title 42, Chapter 15A, Section 1856a, United States Code

2. Purpose and Scope. To secure for each the benefits of Mutual Aid in the event of natural and/or man-made disasters involving hazardous materials response, weapons of mass destruction, confined space rescues, mass casualty incidents, and aircraft mishaps, emergency medical and firefighting services.

3. Responsibilities of the Parties. The parties to this Agreement agree as follows:

3.1. The Parties agree as follows:

3.1.1. The rendering of assistance under the terms of this Agreement shall not be mandatory.

3.1.2. The party receiving the request for assistance should immediately inform the requesting department if assistance cannot be rendered for any reason.

Subj: MEMORANDUM OF AGREEMENT

3.1.3. Each party hereby waives all claims against the other party for compensation for any loss, damage, injury or death occurring as a consequence of the performance of this Agreement, except those claims authorized pursuant to reference (a).

3.1.4. Each party's emergency services departments are invited and encouraged, on a reciprocal basis, to frequently visit each other's activities for guided familiarization tours consistent with local security requirements and, as feasible, to jointly conduct pre-planning inspections and drills.

3.1.5. The technical heads of the emergency departments of each party to this Agreement are authorized and directed to meet and draft any detailed plans or procedures of operation necessary to effectively implement this Agreement. Such operational plans and procedures shall become effective upon ratification by the signatory parties and attached to this Agreement.

3.2. The MCLB Albany will:

3.2.1. Upon request by a representative of the Lee County Fire Department, dispatch equipment and personnel of the Public Safety Division, when available, to any point within the area for which the Lee County Fire Department normally provides emergency services.

3.2.2. Determine the number of personnel and amount/type of equipment to be furnished to the representative of the Lee County Fire Department.

3.2.3. Report to the officer in charge of the Lee County Fire Department organization at the location to which this equipment is dispatched, and will be subject to the orders of that official.

3.2.4. Be released by Lee County Fire Department when its services are no longer required or when its Fire and Emergency Services personnel are needed within the area for which they normally provide emergency services.

3.2.5. Ensure that all equipment used by its Fire and Emergency Services Branch in carrying out this Agreement will be owned by the United States Government and all personnel acting for MCLB Albany under this Agreement will be an employee of MCLB Albany and the United States Government.

M67008-210907-U015

3.3. The Lee County Fire Department will:

3.3.1. Upon request by a representative of MCLB Albany, dispatch equipment and personnel of Lee County Fire Department, when available, to any point within the jurisdiction of the MCLB Fire and Emergency Services Branch.

3.3.2. Determine the number of personnel and amount/type of equipment to be furnished to the representative of the MCLB Public Safety Division.

3.3.3. Report to the officer in charge at the location to which this equipment is dispatched, and will be subject to the orders of that official.

3.3.4. Be released when their services are no longer required or when the Lee County Fire Department is needed within the area for which it normally provides emergency services.

3.3.5. Ensure that all equipment used by Lee County Fire Department in carrying out this Agreement will be owned by Lee County and all personnel acting for Lee County Fire Department under this Agreement will be an employee or volunteer member of Lee County Fire Department.

4. Joint Provisions. The parties to this Agreement agree to comply with all laws, regulations, policies and procedures applicable to the services and support provided under this Agreement.

5. General Provisions:

5.1. Point of Contact: The following POC will be used by the Parties to communicate in the implementation of this MOA. Each Party may change its POC upon reasonable notice to the other Party.

5.1.1. Lee County Fire Department

5.1.1.1. Primary: Fire Chief  
Location: 342 Leslie Hwy  
Leesburg, GA 31763  
Phone: (229) 759-6090  
Email: dforrester@lee.ga.us

Subj: MEMORANDUM OF AGREEMENT

5.1.2. For the RECEIVER

5.1.2.1. Agreement: Support Agreement Manager  
Location: Business Performance Office  
Building 3500, Room 15  
Phone: (229)639-8959  
Email: c.carlon.vann@usmc.mil

5.1.2.2. Primary: Fire Chief  
Location: Public Safety Division  
814 Radford Blvd. Suite 20346  
Phone: (229)639-8882/8914  
Email: john.partin@usmc.mil

5.1.2.3. Alternate: Deputy Fire Chief  
Location: Public Safety Division  
814 Radford Blvd. Suite 20346  
Phone: (229)639-8882/8914  
Email: steven.waltermon@usmc.mil

5.2. Correspondence. All correspondence to be sent and notices to be given pursuant to this MOA will be addressed, if to Lee County Fire Department to:

5.2.1. Director  
Lee County Fire Department  
342 Leslie Hwy  
Leesburg, GA 31763

if to MCLB Albany

5.2.2. Commanding Officer MCLB Albany  
Business Performance Office  
Marine Corps Logistics Base  
814 Radford Blvd, Suite 20302  
Albany, Georgia 31704-0351

5.3. Review of Agreement. This MOA will be reviewed a mid-point in its entirety.

5.4. Modification Of Agreement. This MOA may only be modified by the written agreement of the Parties, duly signed by their authorized representatives.

5.5. Disputes. Any disputes relating to this MOA will, subject to any applicable law, Executive Order, Directive, or

M67008-210907-U015



Subj: MEMORANDUM OF AGREEMENT

Instruction, be resolved by consultation between the Parties or in accordance with DoDI 4000.19.

5.6. Termination Of Agreement. This MOA may be terminated by either Party by giving at least 180 days written notice to the other Party. The MOA may also be terminated at any time upon the mutual written consent of the Parties.

5.7. Transferability. This Agreement is not transferable except with the written consent of the Parties.

5.8. Entire Agreement. It is expressly understood and agreed that this MOA embodies the entire Agreement between the Parties regarding the MOA's subject matter.

5.9. Effective Date. This MOA takes effect beginning on the day after the last Party signs and will remain in effect for nine years or until modified or cancelled by either RECEIVER or SUPPLIER.

5.10. Expiration Date. This Agreement will remain in effect for nine years, unless otherwise modified or canceled

5.11. Cancellation Of Previous Agreements. This agreement cancels the previously signed agreement between the same Parties with the effective date of 5 May 2012.

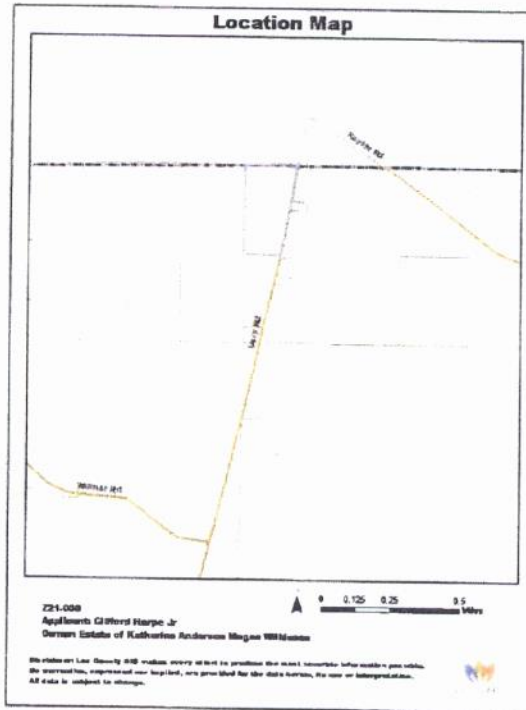
5.12. No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to give to, or will be construed to confer upon, any person or entity not a party any remedy or claim under or by reason of this Agreement and this Agreement will be for the sole and exclusive benefit of the Parties.

5.13. Severability. If any term, provision, or condition of this Agreement is held to be invalid, void, or unenforceable by a governmental authority and such holding is not or cannot be appealed further, then such invalid, void, or unenforceable term, provision, or condition shall be deemed severed from this Agreement and all remaining terms, provisions, and conditions of this Agreement shall continue in full force and effect. The Parties shall endeavor in good faith to replace such invalid, void, or unenforceable term, provision, or condition with valid and enforceable terms, provisions, or conditions, which achieve the purpose intended by the Parties to the greatest extent permitted by law.

M67008-210907-U015



**STAFF ANALYSIS AND REPORT  
CONDITIONAL USE APPLICATION Z21-008**



**APPLICANT:** Clifford Harpe Jr

**OWNER:** Estate of Katherine Anderson Magee Wilkinson

**PROPERTY LOCATION:** Usry Road, Parcel 041045, Lee County

**CURRENT ZONING/USE:** AG-1 (Active Agriculture District)  
Farm including Homeplace

**PROPOSED USE:** Allow 3 acre subdivision to support second dwelling

**MEETING INFORMATION:**

102 Starksville Avenue N, Opal Cannon Auditorium, Leesburg, GA

Planning Commission: **Thursday, January 6, 2022 at 6:00 P.M**  
Board of Commissioners: **Public Hearing: Tuesday, January 11, 2022 at 6:00 P.M.**  
**Final Vote: Tuesday, January 25, 2022 at 6:00 P.M.**

**RECOMMENDATION:** Approval

**The proposed use shall not be affected adversely by the existing uses; and the proposed use will be placed on a lot of sufficient size to satisfy the space requirements of said use.**

An approved minor subdivision must meet minimum requirements for lot size, frontage and setbacks. Proposed residential dwelling will be subject to approval of the site, utilities and construction of a home or placement of a manufactured home.

**The parking and all development standards set forth for each particular use for which a permit may be granted have been met.**

Proposed subdivision and single-family residential use is appropriate and should satisfy all criteria.

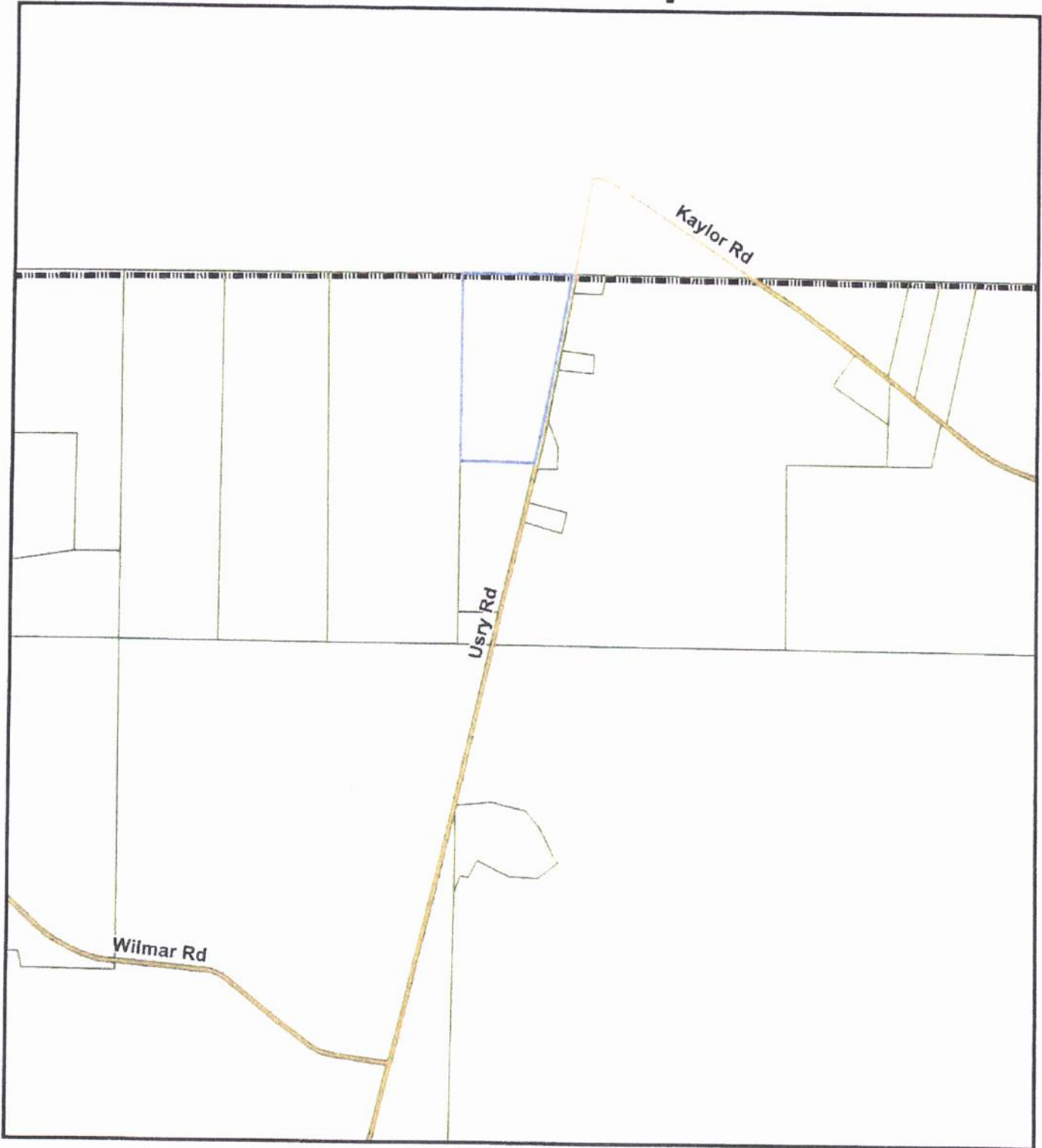
#### **Planning Considerations**

Based on planning review of the submitted information, there should be no adverse impacts on adjacent and nearby properties. The proposed use is consistent with the Zoning Ordinance and will allow for a minor subdivision and residential dwelling.

#### **STAFF RECOMMENDATION**

**Approval**

# Location Map



**Z21-008**

**Applicant: Clifford Harpe Jr**

**Owner: Estate of Katherine Anderson Magee Wilkinson**

**Disclaimer: Lee County GIS makes every effort to produce the most accurate information possible. No warranties, expressed nor implied, are provided for the data herein, its use or interpretation. All data is subject to change.**

*Corrie Fitch 2021*



# Aerial Map



**Z21-008**

**Applicant: Clifford Harpe Jr**

**Owner: Estate of Katherine Anderson Magee Wilkinson**



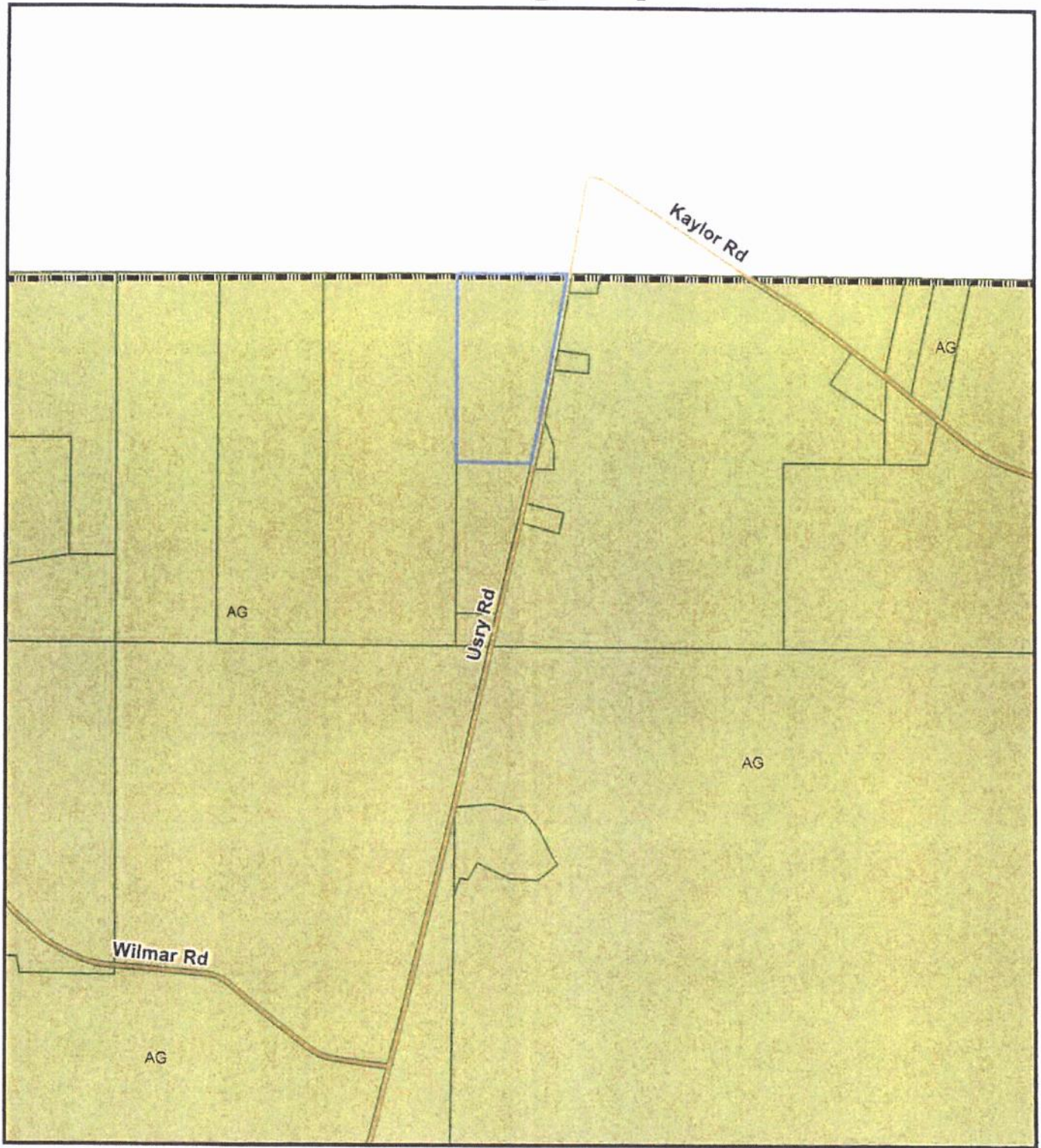
0 0.125 0.25 0.5 Miles

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*Corrie Fitch 2021*



# Zoning Ma



**Z21-008**

**Applicant: Clifford Harpe Jr**

**Owner: Estate of Katherine Anderson Magee Wilkinson**



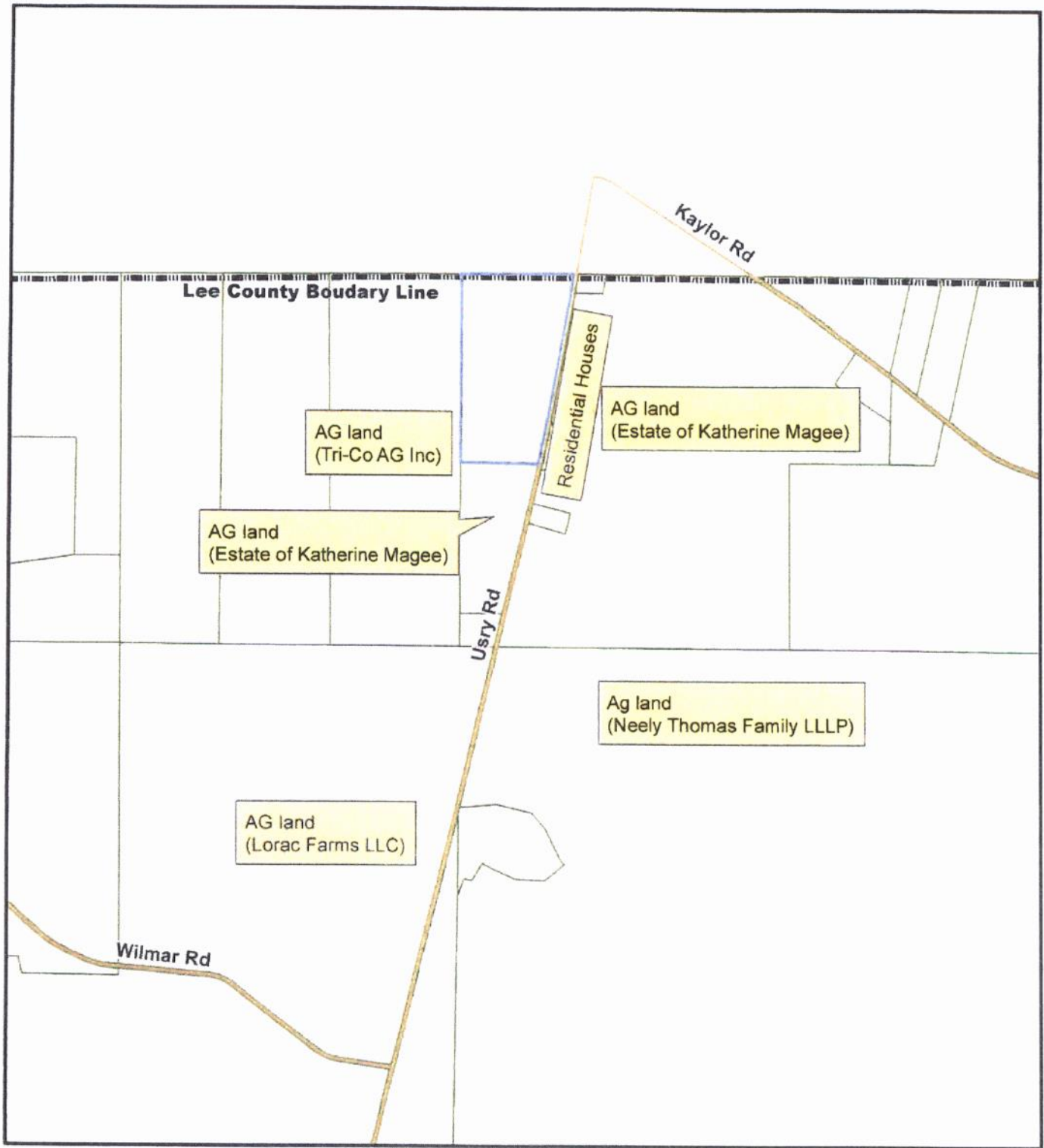
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LEE COUNTY

*Corrie Fitch 2021*

# Land Use



**Z21-008**

**Applicant: Clifford Harpe Jr**

**Owner: Estate of Katherine Anderson Magee Wilkinson**



0 0.125 0.25 0.5 Miles

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*Corrie Fitch 2021*







221-008

LEE COUNTY  
CITY OF LEESBURG  
CITY OF SMITHVILLE

**CONDITIONAL USE APPLICATION**

OWNER: Est. of Katherine Anderson Magee Wilkerson & Phyllis Tucker  
ADDRESS: 351 Tucker Rd., Smithville, Ga. 31787

DAYTIME PHONE #: 229-874-6945 EMAIL: \_\_\_\_\_

ADDRESS OR LOCATION OF PROPERTY: 1283 USRY RD.

In order that the general health, safety and welfare of the citizens may be preserved, and substantial justice maintained, I (We) the undersigned request in connection with the property hereinafter described:

Present Zoning AG Present Use of Property: Residence

40 Land Lot Number 15th Land District 3.00 # of Acres

The subject property is described as follows:  
1283 Usry Rd.

Why are you requesting a conditional use?  
To divide residence from farm.

ALSO ATTACH: (1 copy of each)  Plat of property, including vicinity map (both plat sizes: 8 1/2 x 11 and 11 x 17)  
 Legal description Containing Metes and Bounds

I hereby certify that I am the owner and/or legal agent of the owner, in fee simple of the above-described property.

WITNESS [Signature] OWNER Phyllis M Tucker

DATE 11-5-21 DATE 11-5-21

Application Fee: \$375.00 Date Paid: 11/5/21 Received by: Sherry Sheehan

In my absence, I authorize the person named below to act as the applicant in the pursuit of action for the application.

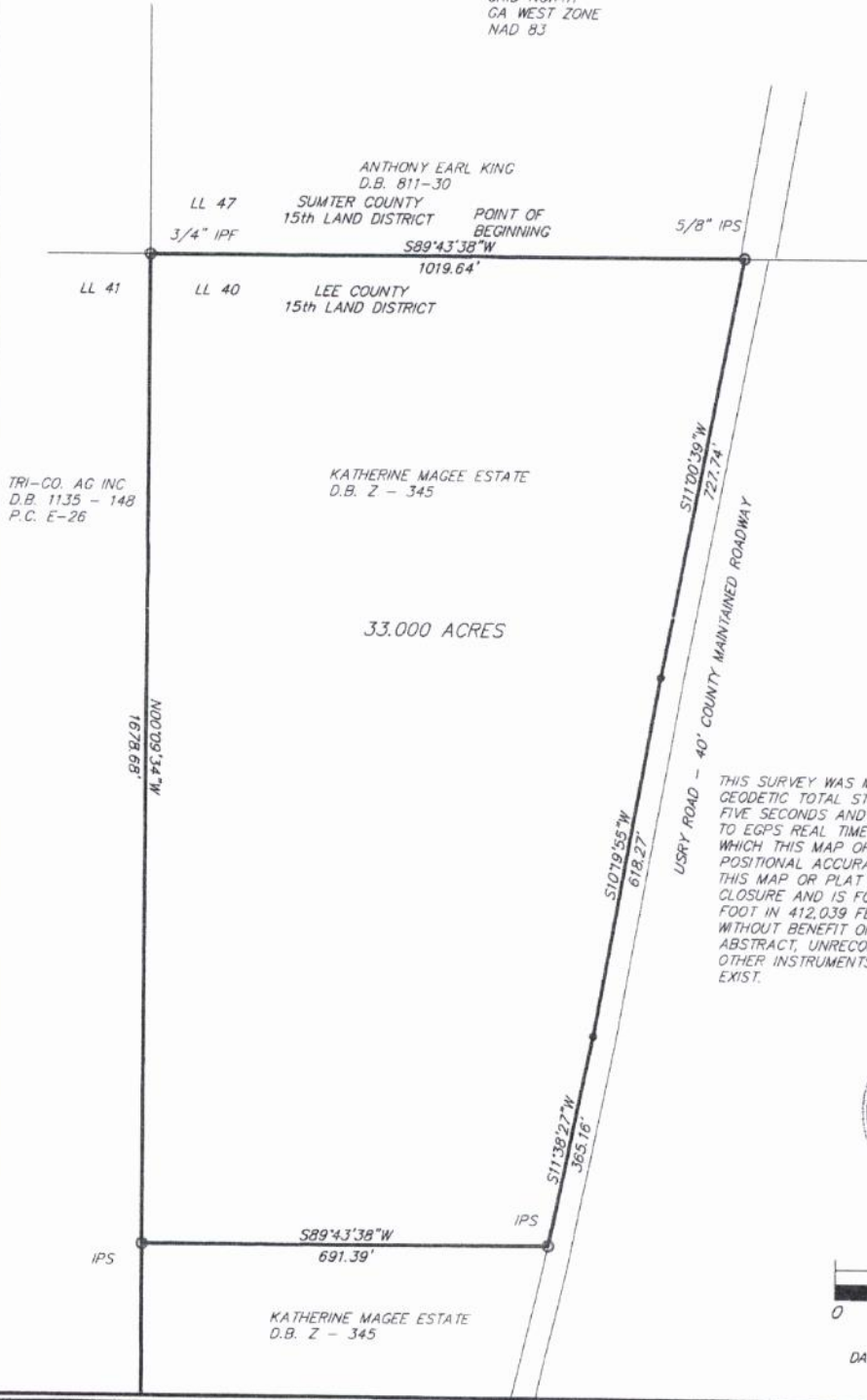
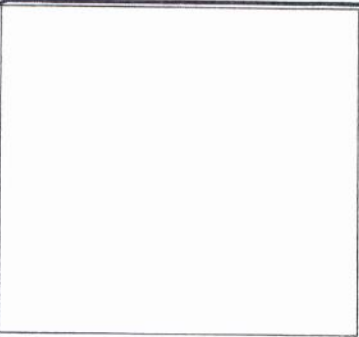
Applicant Name: Clifford Harpe Jr.

Address: P.O. BOX 545, Cordale, Ga. 31010

Phone #: 229-271-6060 Email: cliff@cliffharpelaw.com

THIS PLAT IS A RETRACEMENT OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT SUBDIVIDE OR CREATE A NEW PARCEL OR MAKE ANY CHANGES TO ANY REAL PROPERTY BOUNDARIES. THE RECORDING INFORMATION OF THE DOCUMENTS, MAPS, PLATS, OR OTHER INSTRUMENTS WHICH CREATED THE PARCEL OR PARCELS ARE STATED HEREON. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

GRID NORTH  
GA WEST ZONE  
NAD 83

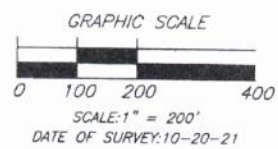


TRI-CO. AG INC  
D.B. 1135 - 148  
P.C. E-26

KATHERINE MAGEE ESTATE  
D.B. Z - 345

33.000 ACRES

THIS SURVEY WAS MADE USING AN ELECTRONIC GEODETIC TOTAL STATION WITH DIRECT READING TO FIVE SECONDS AND SURVEY GRADE GPS REFERENCED TO EGPS REAL TIME NETWORK. THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS A POSITIONAL ACCURACY WITHIN 0.05 HSG PER POINT. THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 412,039 FEET. THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF A CURRENT TITLE OPINION OR ABSTRACT, UNRECORDED DEEDS, EASEMENTS OR OTHER INSTRUMENTS AFFECTING THE PROPERTY MAY EXIST.



DRAWING INFORMATION		
PROJECT NO.	USKY	
DATE OF SURVEY	10-20-21	
SCALE	1"=200'	
REVISION	DESCRIPTION	DATE
1		
2		
3		
4		

**NASH**  
ENGINEERING & SURVEYING, LLC  
P.O. BOX 70725  
ALBANY, GEORGIA 31708  
Phone: (229) 759-1442

RETRACEMENT SURVEY - FOR THE ESTATE  
OF KATHERINE ANDERSON MAGEE WILKINSON  
PART OF LAND LOT 40  
15th LAND DISTRICT  
LEE COUNTY, GEORGIA

LEGAL DESCRIPTION

All that certain tract or parcel of land situate lying and being part of Land Lot 40 of the 15th Land District, Lee County, Georgia and being more particularly described as follows:

Begin at the Northwest corner of Land Lot 40 and go North 89 degrees 43 minutes 38 seconds East, a distance of 1019.64' to the west margin of Usry Road (40' county maintained roadway);

Go thence along the west margin of Usry Road South 11 degrees 00 minutes 39 seconds West, a distance of 727.74';

Continue South 10 degrees 19 minutes 55 seconds West, a distance of 618.27';

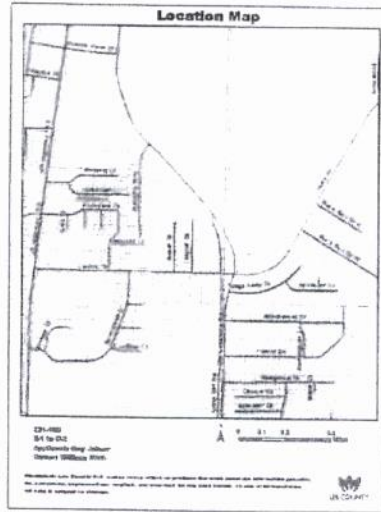
Continue South 11 degrees 38 minutes 27 seconds West, a distance of 365.16';

Go thence South 89 degrees 43 minutes 38 seconds West, a distance of 691.39';

Go thence North 00 degrees 09 minutes 34 seconds West, a distance of 1678.68' returning to the Point of Beginning.

Said tract or parcel contains 33.00 Acres more or less.

**STAFF ANALYSIS AND REPORT  
ZONING APPLICATION Z21-009**



**APPLICANT:** Guy Joiner

**OWNER:** William & Sherry Stith

**PROPERTY LOCATION:** Haley Drive – Flint Ventures Commercial Subdivision, Lot 11  
Parcel 040D 607000; Land Lot 242 in the 2<sup>nd</sup> Land District of Lee County, Georgia

**CURRENT ZONING/USE:** R-1 (Single-Family Residential District) - Vacant

**PROPOSED ZONING/USE:** C-2 (General Business District) Retail – Convenience Store/Gas Station

**ZONING/ADJACENT LAND USE:**

North:	R-1 (Single-Family Residential); R-2 (Multi-Family Residential); C-2 (General Business)
Land Use:	Pecan Orchard; Single & Multi-Family; Flint Ventures Commercial Subdivision
South:	R-1 (Single-Family Residential District)
Land Use:	Hunter's Ridge & Huntingdon Subdivisions
East:	R-1 (Single-Family Residential District)
Land Use:	Buck Run & Wisteria Estates
West:	R-1 (Single Family Residential); C-2 (General Business); MHP (Mobile Home Park)
Land Use:	Single-Family; Star K; Greenview Estates MHP

**MEETING INFORMATION:** 102 Starksville Avenue N, Leesburg, GA

Planning Commission: Thursday, January 6, 2022 at 6:00 P.M. Opal Cannon Auditorium

Public Hearing: Tuesday, January 11, 2022 at 6:00 P.M. Opal Cannon Auditorium

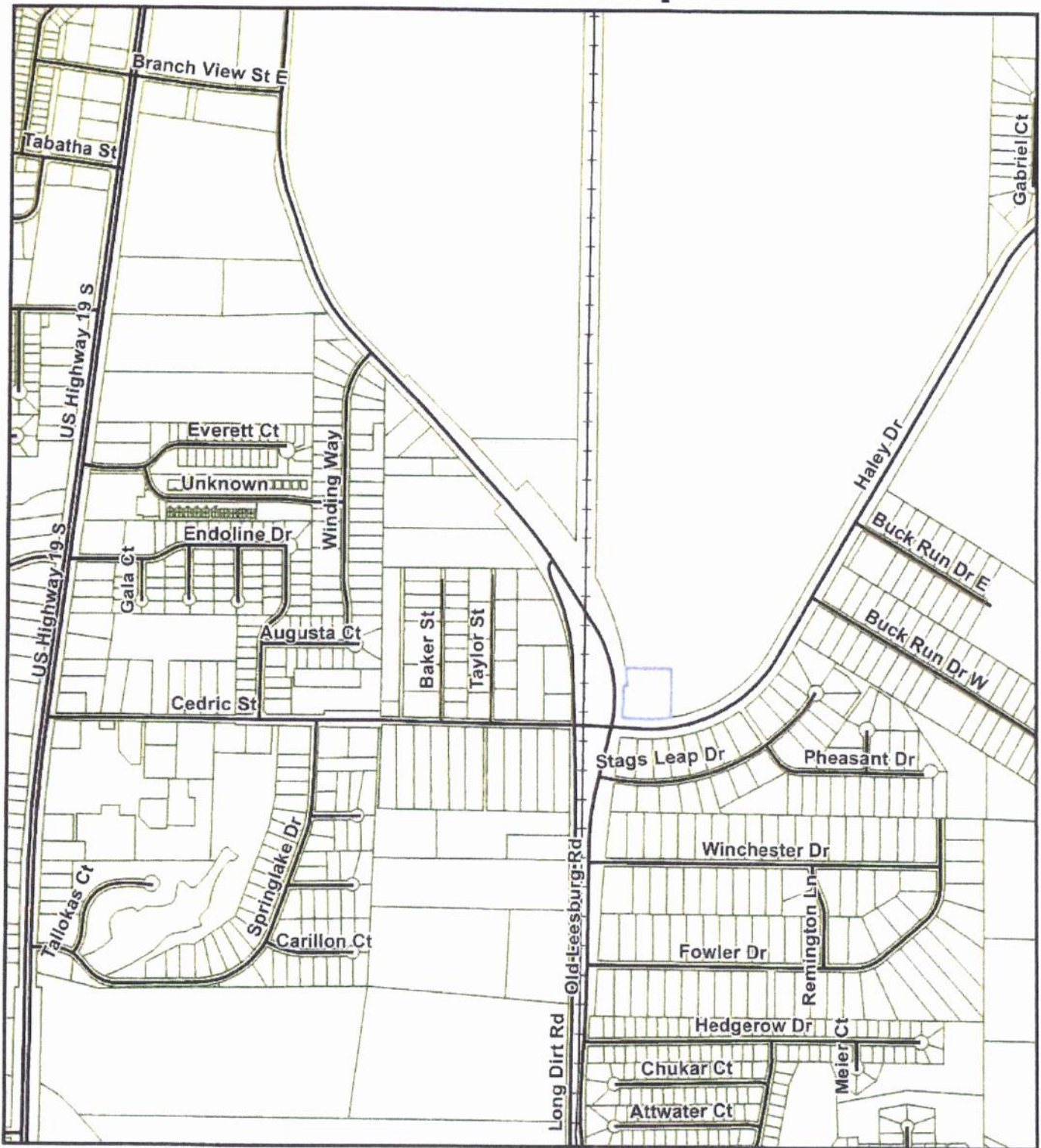
Final Vote: Tuesday, January 25, 2022 at 6:00 P.M. Opal Cannon Auditorium

**RECOMMENDATION:** **CONDITIONAL APPROVAL**

hospitals, clinics, nursing homes, or group homes, child care facilities and mortuaries. Development of vacant property, by adding commercial structures will increase the property's tax value, and provide sales tax revenue.

3. *If denied, will the effect on the applicant's property value under the existing zoning be offset by the gain to the health, safety, morals or general welfare of the public?*  
If the zoning proposal is denied, there should be no gain to the health, safety, morals or general welfare of the public.
4. *Will the zoning proposal result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, schools. Fire protection, public health facilities, or emergency medical services?*  
**Impact on the School System:** No impact for proposed commercial business.  
**Impact on Utilities:** Public water is available. Environmental Health will approve and determine appropriate septic system.  
**Impact on Transportation Network:** Old Leesburg Road/SR 133 (Minor Arterial) has a traffic capacity of 14,000 vehicles and an average daily traffic count of 3,660 vehicles (GDOT, 2019). Trip Generation: According to Trip Generation, 10th Edition, ITE, 2017, a convenience market with four gasoline pumps could generate 322 weekday trips. There is adequate traffic capacity available to support the proposed uses. Based on 911 reports in the last two years, three vehicle accidents (7/30/19, 9/3/19 & 5/1/20) occurred at this intersection. DARTS safety analysis identified two high crash locations in Lee County at Walnut Avenue/US 19 and Robert B Lee Drive and US 82 at Doublegate Drive.  
Pheasant Drive extension project will be initiated in January 2022 and will intersect with Haley Drive and alleviate traffic off of SR 133.  
**Road Improvements:** According to the FY 2018-2021 Transportation Improvement Program and the Dougherty Area Regional Transportation Study: 2045, a state or federally funded project is proposed to widen SR 133/Old Leesburg Road from SR 91/Philema Road to Forrester Parkway.
5. *Is the zoning proposal in conformity with the policy and intent of the future land use plan for the physical development of the area?*  
Yes.
6. *Is the subject property well suited for the proposed zoning purpose?*  
The subject property is well suited for the proposed C-2 zoning. The properties front a minor arterial road.
7. *Will the zoning proposal adversely affect the existing use or usability of adjacent or nearby property?*  
There should be no adverse effects to the existing use or usability of adjacent or nearby properties.
8. *Are there other existing or changing conditions affecting the use or development of the subject property which give supporting grounds for the approval or disapproval of the zoning proposal?*  
Yes, the area continues to transition as the Flint Ventures Commercial Subdivision expands development of vacant lots and infrastructure (Heritage Lane/Branchview Extension); and Buck Run Residential Subdivision phases are completed. The extension of Pheasant Drive will provide access to Haley Drive and divert local traffic from SR 133. The area is classified as suburban developing and increasing development pressure on remaining agricultural land uses may persist, contingent on market demands and economic conditions.
9. *Would the change create an isolated district unrelated to the surrounding districts, such as "spot zoning"?*  
Rezoning to C-2 for subject property will not be considered "spot zoning", as the parcels northwest of the subject property are commercially zoned and currently in development stages.

# Location Map

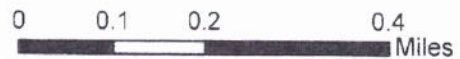


**Z21-009**

**R-1 to C-2**

**Applicant: Guy Joiner**

**Owner: William Stith**



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# Aerial Map



**Z21-009**

**R-1 to C-2**

**Applicant: Guy Joiner**

**Owner: William Stith**

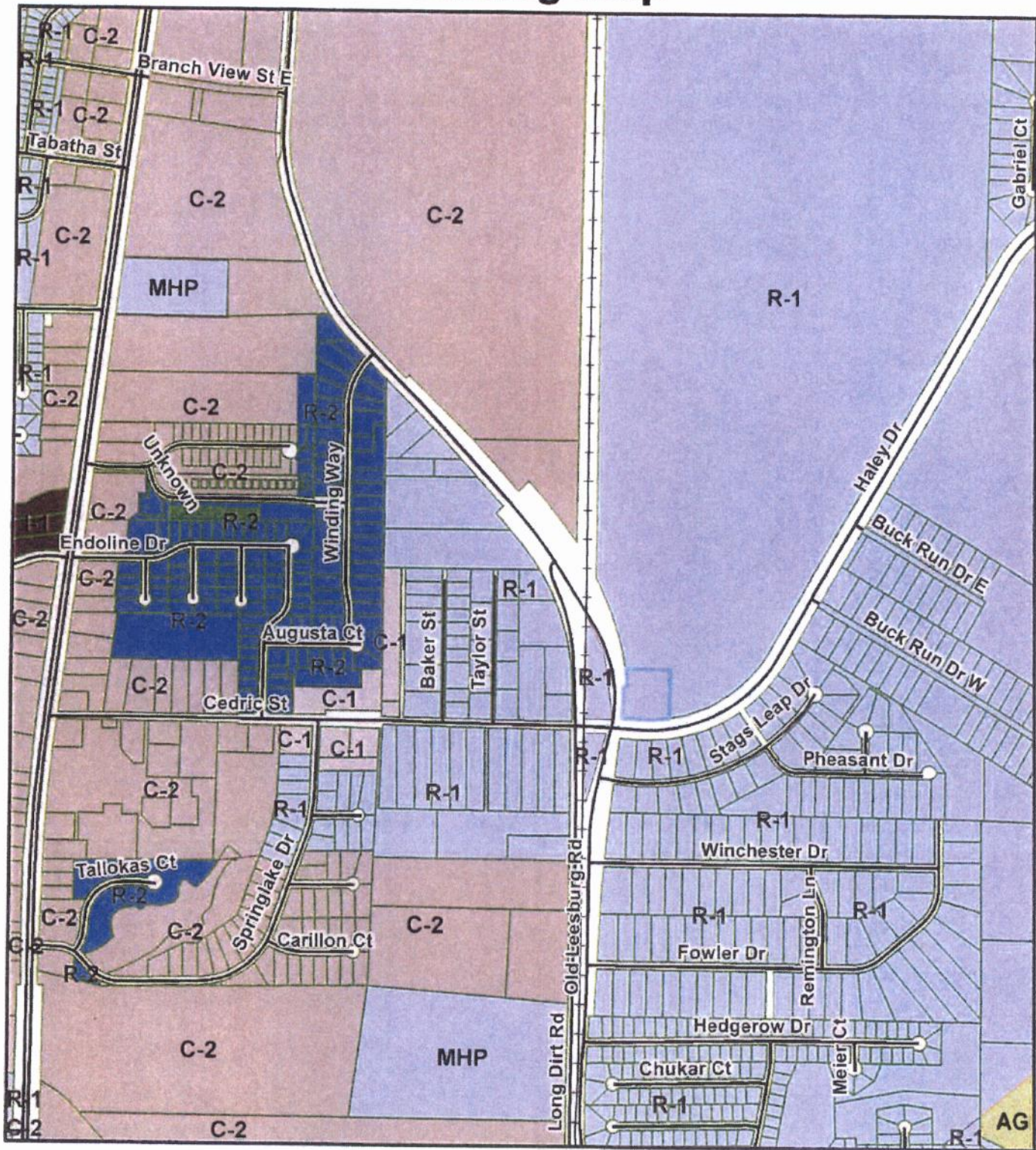


0 0.05 0.1 0.2 Miles

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# Zoning Map



Z21-009

R-1 to C-2

Applicant: Guy Joiner

Owner: William Stith

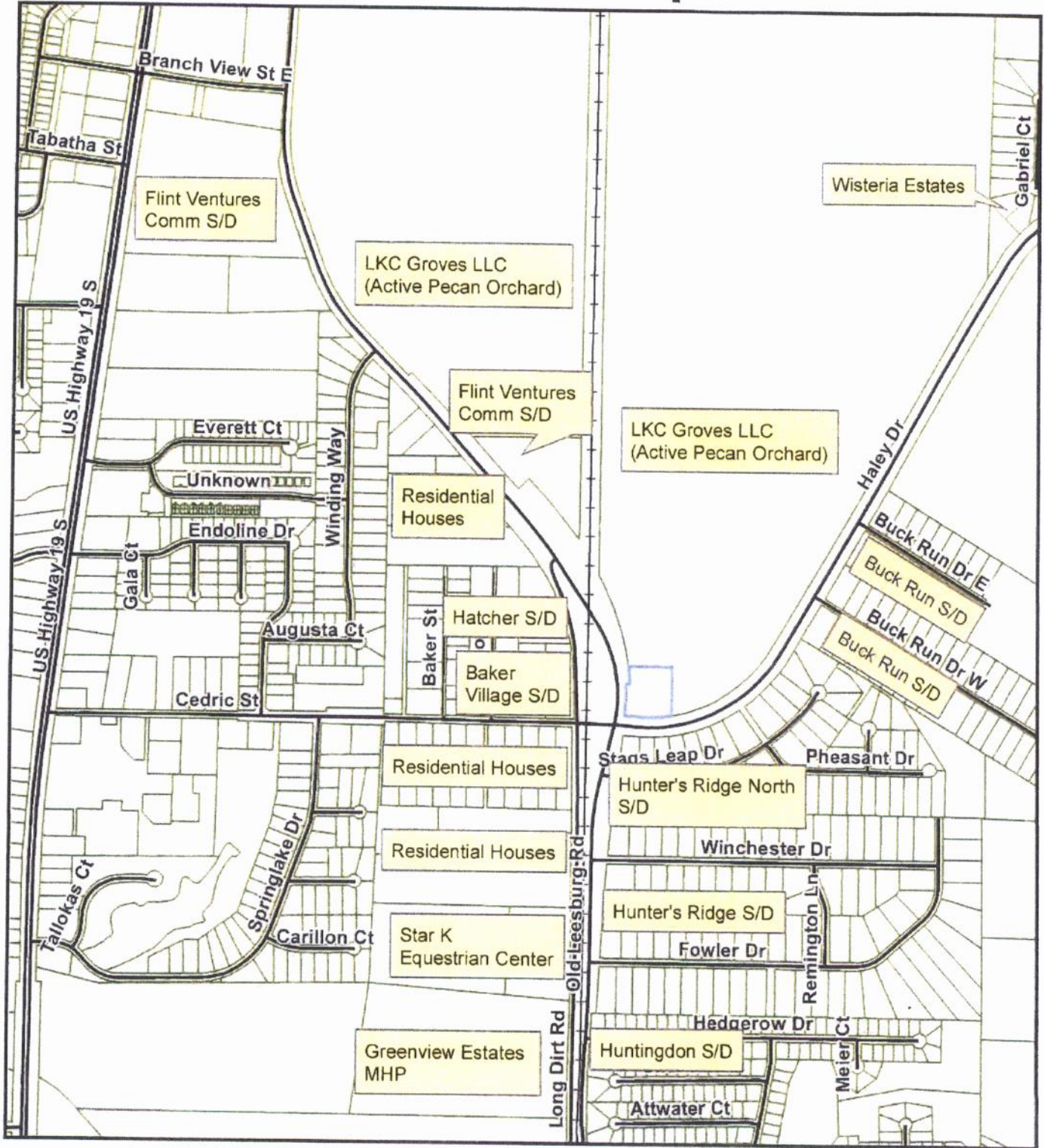


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# Land Use Map



**Z21-009**  
**R-1 to C-2**  
**Applicant: Guy Joiner**  
**Owner: William Stith**

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X ZONING APPLICATION.pdf



LEE COUNTY  
CITY OF LEESBURG  
CITY OF SMITHVILLE

ZONING APPLICATION

Owner: WILLIAM STITH & SHERRY STITH 221-009  
Address: 1724 Red Oak Ln Albany GA 31701  
Daytime Phone #: 881-4457 Email: ice4you@bellsouth.net  
347-0940 sherrystith@gmail.com  
Address or location of the property: NORTHEAST INTERSECTION OF HALEY DR & OLD LEESBURG RD

In order that the general health, safety and welfare of the citizens may be preserved, and substantial justice maintained, I (We) the undersigned request in connection with the property hereinafter described:

Present Zoning R1 Present Use of Property: PECAN ORCHARD  
Proposed Zoning: C-2 Proposed Use of Property: CONVENIENCE STORE

242 Land Lot Number 2ND Land District 3.00 # of Acres

The subject property is described as follows:  
SEE ATTACHED LEGAL DESCRIPTION

ALSO ATTACH: (18 COPIES REQUIRED)  Plat of property, including vicinity map  
 Legal description Containing Metes and Bounds

DISCLOSURE

I (owner) have made campaign contributions having an aggregate value of \$250.00 or more, or made gifts having an aggregate value of \$250.00 or more to an official of (Lee County, City of Leesburg, City of Smithville) (circle one) within two (2) years of application.

I (owner) have NOT made campaign contributions having an aggregate value of \$250.00 or more, or made gifts having an aggregate value of \$250.00 or more to an official of (Lee County, City of Leesburg, City of Smithville) (circle one) within two (2) years of application.

I hereby certify that I am the owner and/or legal agent of the owner, in fee simple of the above-described property.

WITNESS Due D. Hunt OWNER W. Stith

DATE 11/5/21 DATE 11-5-21

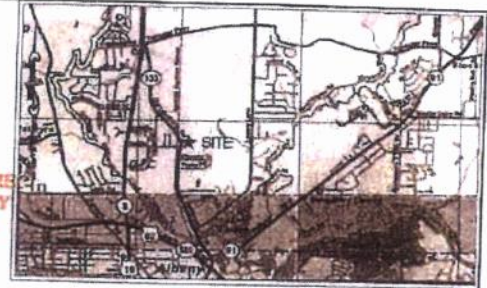
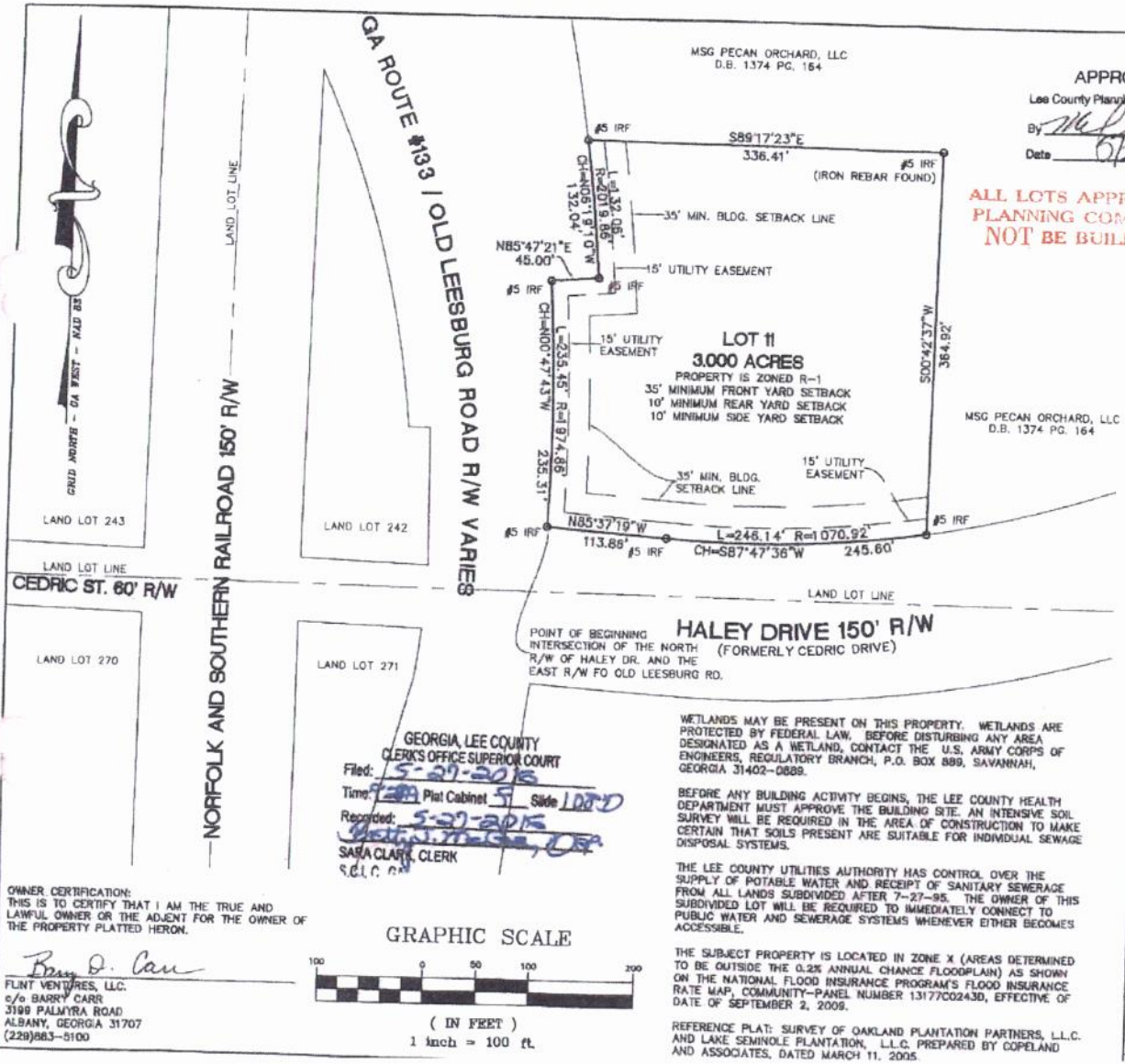
Application Fee: 900.00 Date Paid: 11-8-21 Received by: Sherry Stith  
CK# 1672

In my absence, I authorize the person named below to act as the applicant in the pursuit of action for the application.

Applicant Name: GUY JOINER

Address: 180 WHITEHORSE DR LEESBURG GA31763

Phone #: 229-869-5541 Email: gjoiner@joinertaxservice.com



**SURVEY NOTES:**

A TOPCON GTS 223 TOTAL STATION WITH DIRECT READING TO THREE SECONDS GTS WAS USED TO OBTAIN LINEAR AND ANGULAR MEASUREMENTS FOR THIS SURVEY.

THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 27,227 FEET AND AN ANGULAR ERROR OF 0 DEGREES 00 MINUTES AND 01 SECONDS PER ANGLE POINT, AND WAS ADJUSTED USING COMPASS RULE.

THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 121,804 FEET, AND THE DISTANCES SHOWN ARE GROUND DISTANCES.

THERE IS NO KNOWN NATIONAL GEODETIC SURVEY MONUMENT WITHIN 500 FEET OF ANY POINT ON THE PROPERTY PLATTED, OR ANY POINT OF REFERENCE THEREON.

THE UNDERSIGNED SURVEYOR HAS NOT BEEN FURNISHED WITH A CURRENT TITLE OPINION OR ABSTRACT OF THIS PROPERTY OR MATTERS AFFECTING THIS PROPERTY. IT IS POSSIBLE THAT THERE ARE RECORDED DEEDS, UNRECORDED DEEDS, EASEMENTS, OR OTHER INSTRUMENTS THAT COULD AFFECT THIS PROPERTY.

IN MY OPINION THIS PLAT IS A CORRECT REPRESENTATION OF THE LAND PLATTED AND HAS BEEN PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 15-6-67.

*[Signature]*  
GENE W. WEBB  
GA. REG. LAND SURVEYOR NO. 2923  
LANIER ENGINEERING, INC.  
GA. LAND SURVEYING FIRM NO. 091



MINOR SUBDIVISION PLAT  
LOT 11, FLINT VENTURES COMMERCIAL SUBDIVISION  
PART OF LAND LOT 242, SECOND LAND DISTRICT  
LEE COUNTY, GEORGIA



1504 W. THIRD AVENUE ALBANY, GEORGIA 31707  
(229) 438-0522 FAX (229) 438-0921

SURVEYED	MSH	SCALE	1" = 100'	PROJ. NO.	10116	DATE	05/19/16	SHEET NUMBER
----------	-----	-------	-----------	-----------	-------	------	----------	--------------

NORFOLK AND SOUTHERN RAILROAD 150' R/W



OLD LEESBURG RD R/W VARIES

MSG PECAN ORCHARD, LLC  
D.B. 1374 PG. 184  
ZONED R-1

S89°17'23"E  
336.41'

DUMPSTER

**NOTES:**

1. HOURS OF OPERATION SHALL BE 6:00 AM TO 9:00 PM.
2. ALL SITE LIGHTING SHALL BE DIRECTED INWARD. SECURITY LIGHTING SHALL BE LOW INTENSITY TO AVOID DISTURBANCE TO NEIGHBORS SOUTH OF SITE.
3. STORE SHALL FACE OLD LEESBURG ROAD.
4. ACCESS WILL BE FROM OLD LEESBURG ROAD ONLY AT LOCATION SHOWN.
5. DUMPSTER SHALL BE ENCLOSED AND LOCATED ON NORTH SIDE OF STORE.
6. 65' WIDE LANDSCAPE BUFFER SHALL BE PROVIDED ALONG SOUTH PROPERTY LINE AS SHOWN.

MSG PECAN ORCHARD, LLC  
D.B. 1374 PG. 164  
ZONED R-1

N85°47'03"E  
45.00'

L=132.86'  
R=209.85'  
CH=209.85'  
C=32.04'

CANDLER OPER  
FUEL TANKS

PROPOSED  
CONVENIENCE  
STORE

UNDERGROUND  
FUEL TANKS

LOT 11  
3.000 ACRES

PROPERTY IS ZONED R-1  
35' MINIMUM FRONT YARD SETBACK  
10' MINIMUM REAR YARD SETBACK  
10' MINIMUM SIDE YARD SETBACK

35' MIN. BUILDING SETBACK  
15' UTILITY EASEMENT  
L=235.45' R=974.88'  
CH=600.4807W 235.37'

S00°42'37"W  
384.92'

65' LANDSCAPED BUFFER  
35' MIN. BUILDING SETBACK

N85°37'37"W  
113.86'

15' UTILITY EASEMENT  
L=248.14' R=1070.92'  
CH=587°47'19"W 245.80'

LAND LOT 242  
LAND LOT 271

HALEY DRIVE 150' R/W  
(FORMERLY CEDRIC DRIVE)

GRAPHIC SCALE



( IN FEET )  
1 inch = 60 ft.

Legal Description  
Lot 11, Flint Ventures Commercial Subdivision  
Property to be rezoned from R-1 to C-2

All that certain tract or parcel of land situate lying and being part of Land Lot 242 of the Second Land District, Lee County, Georgia and being more particularly described as follows:

Begin at the intersection of the north right-of-way of Haley Drive (150' r/w) and the east right-of-way of Georgia Route 133 (r/w varies) and go northerly along the east right-of-way of Georgia Route 133 235.45 feet along the arc of a curve concave to the west having a radius of 1974.86 feet, a chord bearing of north 00 degrees 47 minutes 43 seconds west a chord distance of 235.31 feet; go thence north 85 degrees 47 minutes 21 seconds east along the east right-of-way of Georgia Route 133 a distance of 45.00 feet; go thence northerly along the east right-of-way of Georgia Route 133 132.06 feet along the arc of a curve concave to the west having a radius of 2019.86 feet, a chord bearing of north 06 degrees 19 minutes 10 seconds west a chord distance of 132.04 feet; go thence south 89 degrees 17 minutes 23 seconds east a distance of 336.41 feet; go thence south 00 degrees 42 minutes 37 seconds west a distance of 364.92 feet to the north right-of-way of Haley Drive; go thence westerly along the north right-of-way of Haley Drive 246.14 feet along the arc of a curve concave to the north having a radius of 1070.92 feet, a chord bearing of south 87 degrees 47 minutes 36 seconds west a chord distance of 245.60 feet; go thence north 85 degrees 37 minutes 19 seconds west along the north right-of-way of Haley Drive a distance of 113.86 feet to the east right-of-way of Georgia Route 133 and the point of beginning.

Said tract or parcel contains 3.000 acres.

**STAFF ANALYSIS AND REPORT  
ZONING APPLICATION Z21-010**



**OWNER/APPLICANT:** Joseph C. Jr. and Elizabeth Pollock

**LOCATION:** 152 Scott Road – Parcel No. 054 160046  
Lot 46A Hardy Tract Subdivision Addition

**CURRENT ZONING/USE:**  
Zoning: AG-1 (Active Agricultural District)  
Use: Single Family Residential

**PROPOSED ZONING/USE:**  
Zoning: R-1L (Low Density, Single Family Residential District)  
Use: Single Family Residential

**ZONING/ADJACENT LAND USE:**  
North: AG-1 (Active Agricultural District)  
Land Use: Agriculture  
South: AG-1 (Active Agricultural District)  
Land Use: Agricultural  
East: R-3 (Mixed Use, Single Family Residential District);  
R-1L (Low Density, Single Family Residential District)  
Land Use: Residential  
West: AG-1 (Active Agricultural District)  
Land Use: Agricultural

**MEETING INFORMATION:**  
Location: 102 Starksville Avenue N, Opal Cannon Auditorium,  
Leesburg, GA 31763  
Planning Commission: Thursday, January 6, 2022 at 6:00 P.M.  
Board of Commissioners: Public Hearing: Tuesday, January 11, 2022 6:00 P.M.  
Final Vote: Tuesday, January 25, 2022 @ 6:00 P.M.

**RECOMMENDATION: DENIAL**

parcel; as a subdivision of 10 acres meeting area, height and building requirements; and as a subdivision of 3 acres meeting area, height and building requirements. Subdivisions require the residual parcel to meet the 25 acre minimum requirement. Subject property has been divided to the minimum size.

2. *What is the effect on the property value of the subject property should the existing zoning be retained?*

Subject property has a somewhat limited economic value under the existing R-1 (Single-Family Residential District) zoning due to the lack of public water and sewer, and the existence of wetlands on a portion of the property.

3. *If denied, will the effect on the applicant's property value under the existing zoning be offset by the gain to the health, safety, morals or general welfare of the public?*

If the zoning proposal is denied, property will continue agricultural zoning and use consistent with the purpose of the district.

4. *Will the zoning proposal result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, schools, fire protection, public health facilities, or emergency medical services?*

The Agricultural Zoning District stabilizes the increases in public expenditures for such public services as roads and road maintenance, police and fire protection, and schools. Standards and densities are intended to preserve the open character of the area and return the property to its original zoning designation, preserving and protecting agricultural areas.

**Impact on the School System:** Minimal, if any impact on the school system from two single family homes.

**Impact on Transportation Network:** No traffic data is available for Scott Road, a local dirt road. GDOT traffic count in 2020 identified 1,810 vehicles for State Route 195 between New York Road and SR 377 (Rural Major Collector); traffic count reduces to 770 vehicles for SR 195 at Batts Road (Rural Major Collector). Minimal impact, if any, on the transportation network.

**Road Improvements: According to the FY 2021-2024 Transportation Improvement Program and the Dougherty Area Regional Transportation Study: 2045,** no state or federally funded projects are proposed for the area.

5. *Is the zoning proposal in conformity with the policy and intent of the future land use plan for the physical development of the area?*

No.

The Ag-1 (Active Agricultural District) was established for the purpose of preserving, promoting, maintaining, and enhancing the use of land for commercial agricultural purposes, to prevent scattered and leap-frog non-farm growth, to protect and preserve natural resource areas and to stabilize increases in public expenditures for such public services as roads and road maintenance, police and fire protection, and schools.

13. *Would there be an ecological or pollution impact resulting from the proposed zoning if it is granted?*

A successful rezoning provides the potential for further subdivision and residential development requiring private well and septic accommodations. According to the county's service delivery strategy work program 2013T-2024, the environmental impact of new septic systems is discouraged.

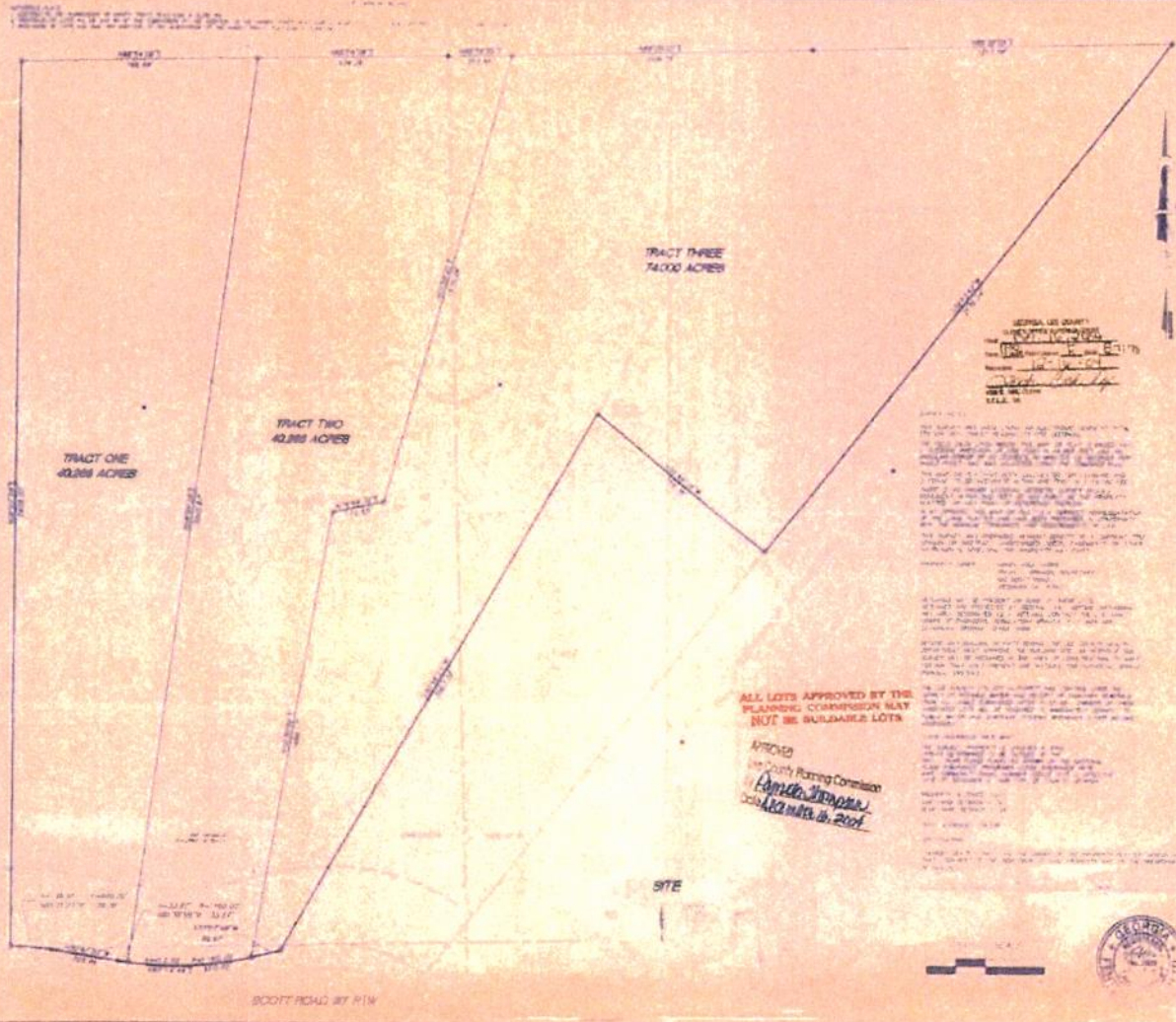
14. *Is the rezoning proposal in conformity with the policy and intent of the Lee County/Leesburg/Smithville Comprehensive Plan for Development?*

No, the agricultural land use designation is intended for those areas generally outside of the urban service areas which are associated with agricultural farm operations and associated activities, forestry, plantations, groundwater recharge areas, and low-density residential development that may or may not be accessory agricultural or farm operation of varying sizes.

#### **RECOMMENDATION**

Staff recommends **Denial** to rezone to R-1L (Low Density, Single Family Residential District)





MINOR SUBDIVISION  
 REDIVISION OF LOTS 45A AND 46A of the  
 ADDITION TO THE SUBDIVISION OF THE HARDY TRACT  
 THE ORIGINAL BEING A PART OF THE POSSIBLY UNLOCATED  
 LOT CORNER SECTION

**NASH**  
 ENGINEERING & SURVEYING, LLC

PROJECT NO.	DATE
DESCRIPTION	SCALE
DRAWN BY	CHECKED BY
DATE	DATE

ALL LOTS APPROVED BY THE  
 PLANNING COMMISSION MAY  
 NOT BE BUILDABLE LOTS

APPROVED  
 The County Planning Commission  
*Donna Thomas*  
 2004 APR 16 10 11 AM



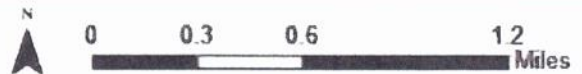
Hardy Tract,  
 Redivision of Lots 45A  
 and 46A of the above.



# Location Map



**Z21-010**  
**AG to R-1L**  
**Applicant: Joe and Beth Pollock**  
**Owner: Joe and Beth Pollock**



**Disclaimer: Lee County GIS makes every effort to produce the most accurate information possible. No warranties, expressed nor implied, are provided for the data herein, its use or interpretation. All data is subject to change.**



# Aerial Map



**Z21-0010**  
**AG to R-1L**

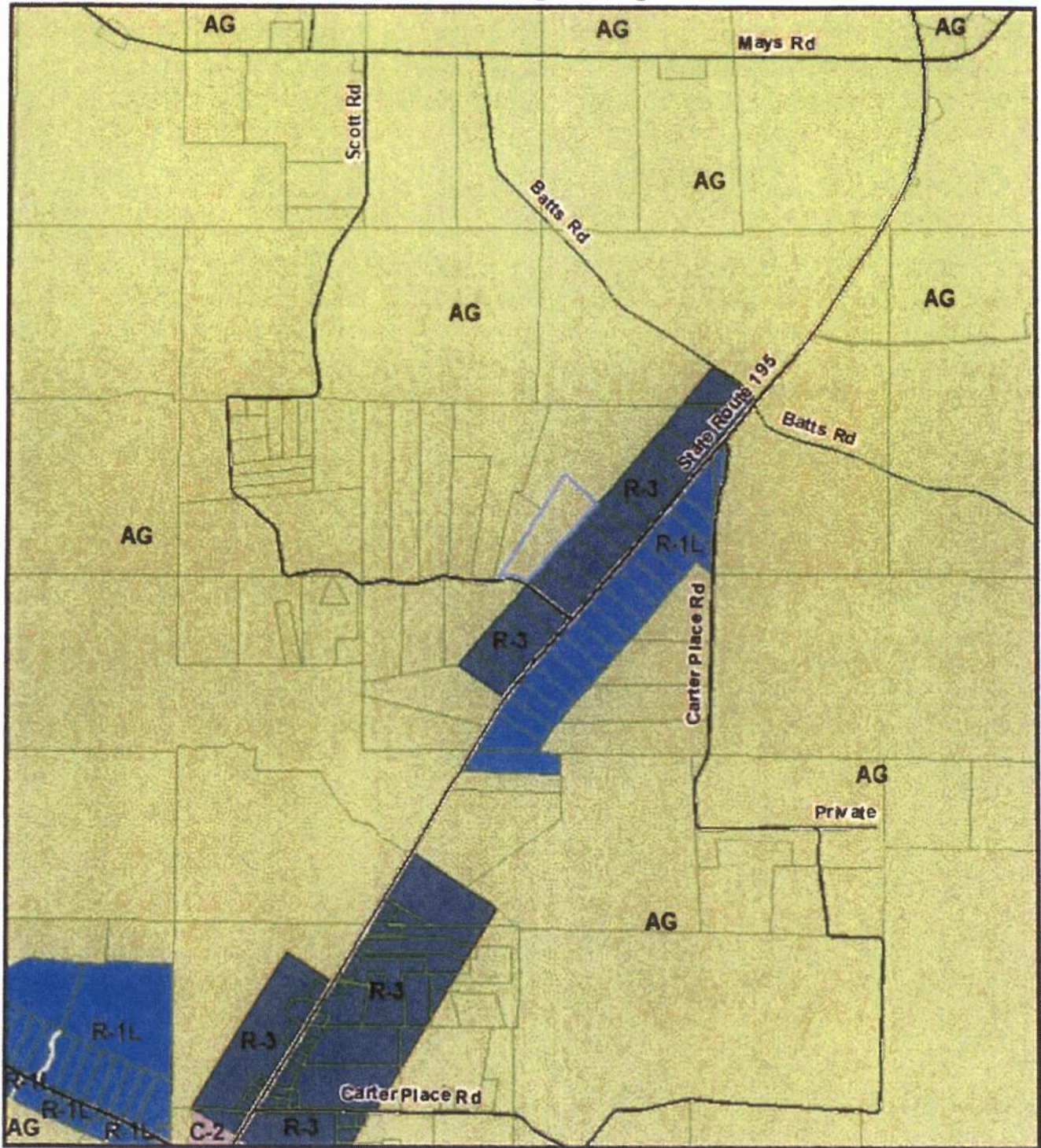
**Applicant: Joe and Beth Pollock**  
**Owner: Joe and Beth Pollock**



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# Zoning Map



Z21-0010  
AG to R-1L

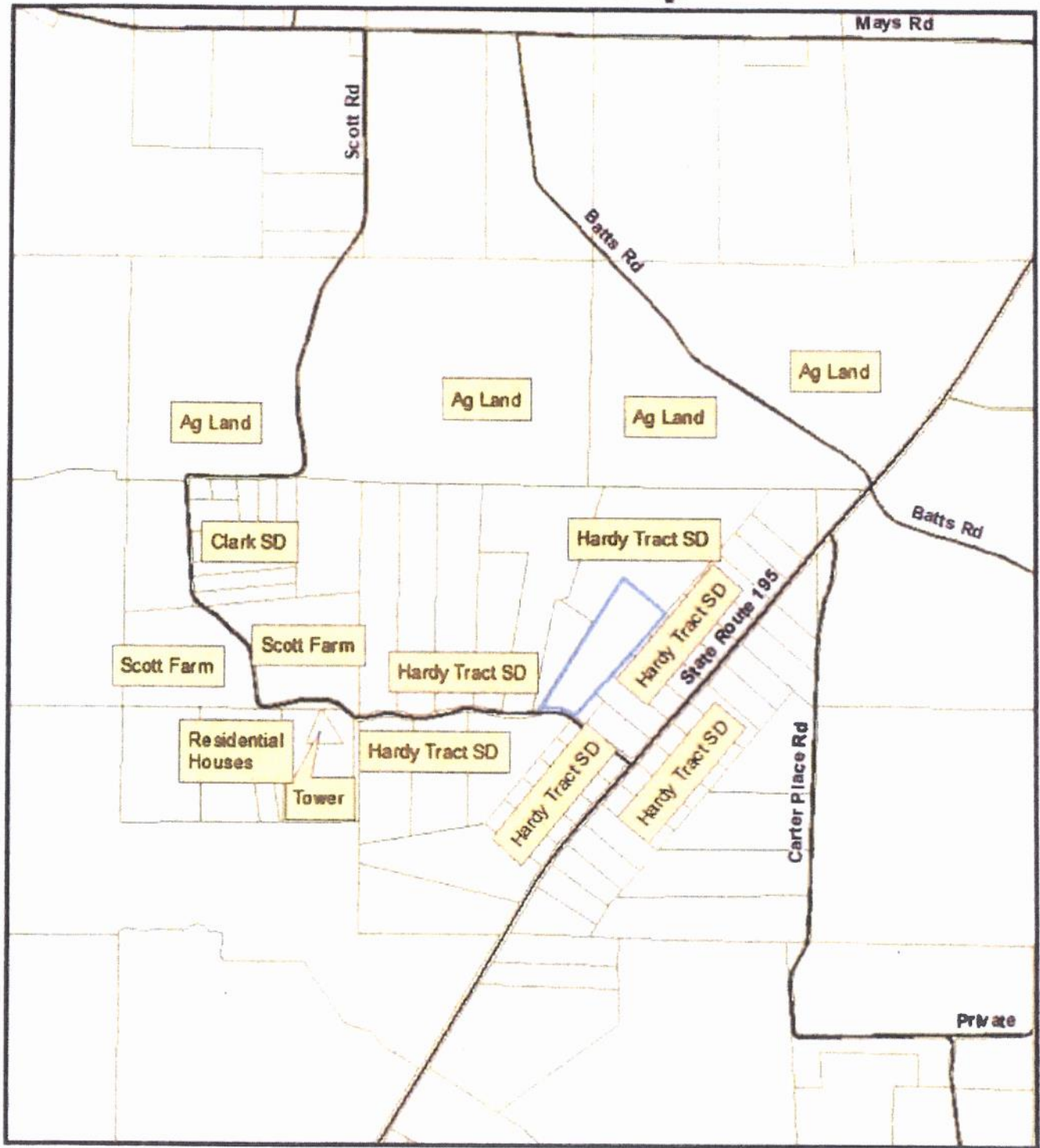
Applicant: Joe and Beth Pollock  
Owner: Joe and Beth Pollock



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# Land Use Map



Z21-0010

AG to R-1L

Applicant: Joe and Beth Pollock

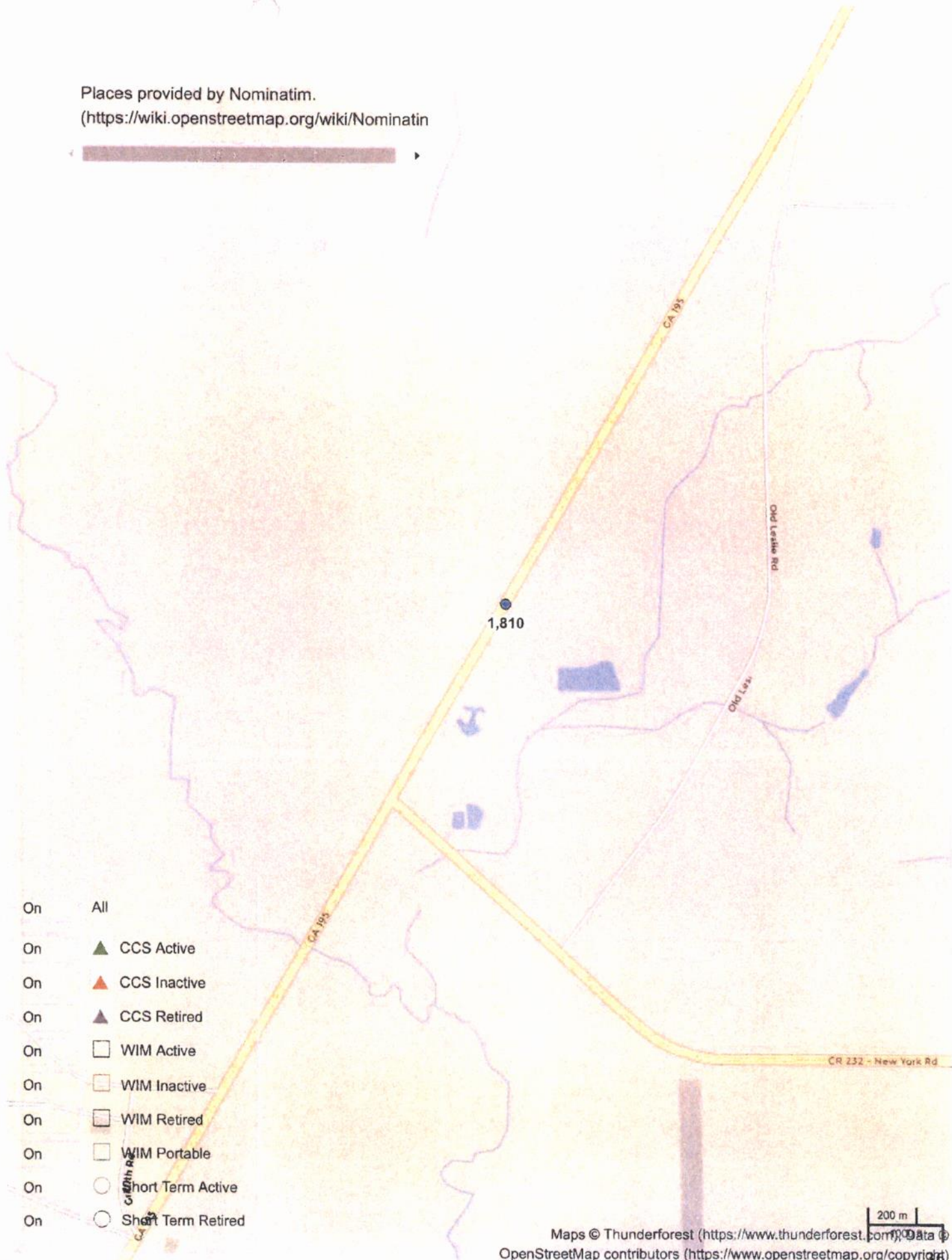
Owner: Joe and Beth Pollock



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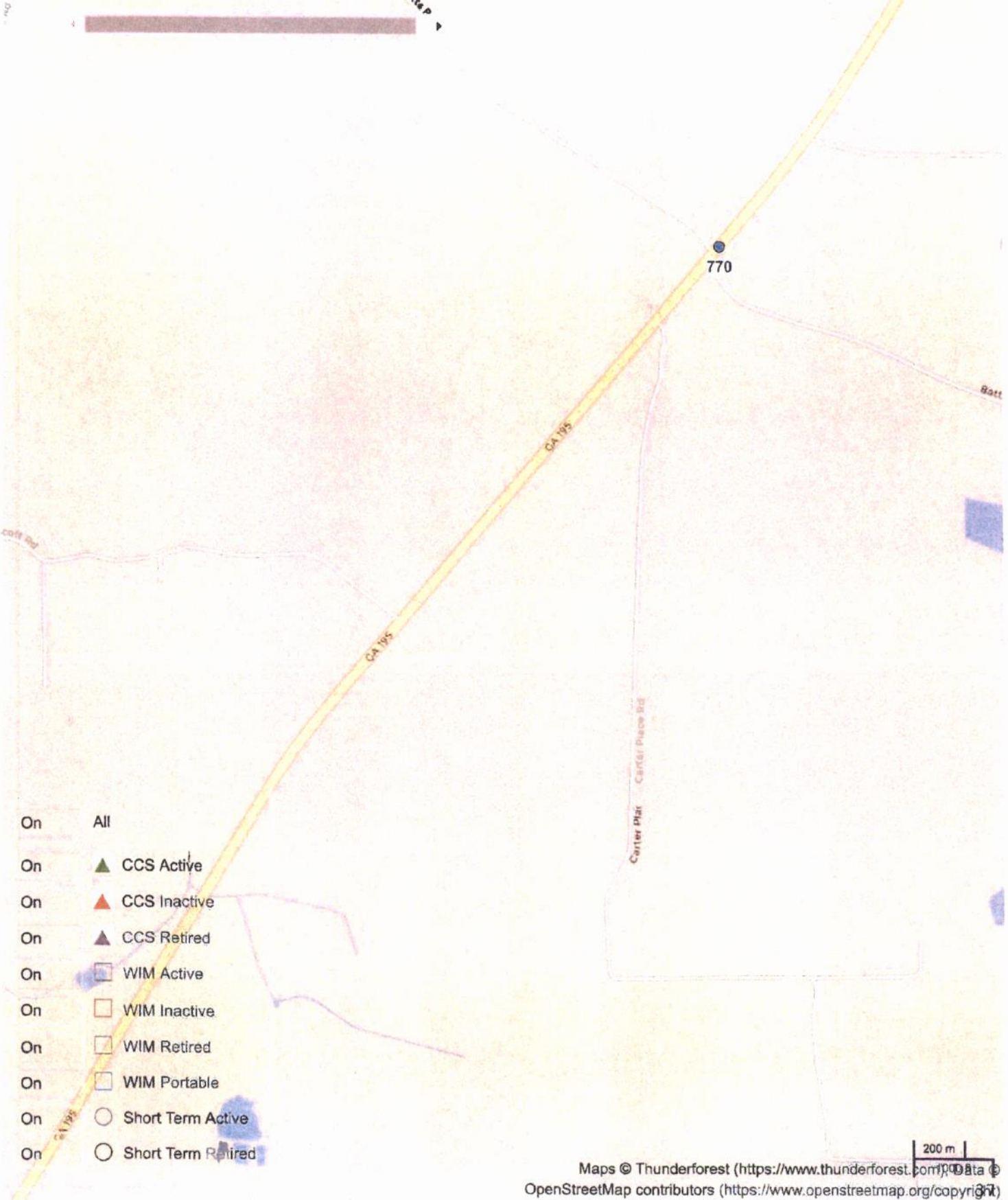


Places provided by Nominatim.  
(<https://wiki.openstreetmap.org/wiki/Nominatim>)



- On  All
- On  ▲ CCS Active
- On  ▲ CCS Inactive
- On  ▲ CCS Retired
- On   WIM Active
- On   WIM Inactive
- On   WIM Retired
- On   WIM Portable
- On   Short Term Active
- On   Short Term Retired

Places provided by Nominatim.  
(<https://wiki.openstreetmap.org/wiki/Nominatim>)



- On  All
- On  ▲ CCS Active
- On  ▲ CCS Inactive
- On  ▲ CCS Retired
- On  ■ WIM Active
- On  ■ WIM Inactive
- On  ■ WIM Retired
- On  ■ WIM Portable
- On  ○ Short Term Active
- On  ○ Short Term Retired

200 m



LEE COUNTY  
CITY OF LEESBURG  
CITY OF SMITHVILLE



Z21-010  
~~SD 01031~~

**ZONING APPLICATION**

Owner: Joe and Beth Pollock  
Address: 152 Scott Road, Leesburg, GA 31763  
Daytime Phone #: 229-343-2130 Email: bpollock@lanier-engineering.com

Address or location of the property: 152 Scott Road, Leesburg, GA

In order that the general health, safety and welfare of the citizens may be preserved, and substantial justice maintained, I (We) the undersigned request in connection with the property hereinafter described:

Present Zoning AG Present Use of Property: Residential

Proposed Zoning: R1L Proposed Use of Property: Residential

71 Land Lot Number 14 Land District 25 # of Acres

The subject property is described as follows:  
Lot 46A Hardy Tract Subdivision

ALSO ATTACH: (18 COPIES REQUIRED)  Plat of property, including vicinity map  
 Legal description Containing Metes and Bounds

DISCLOSURE

I (owner) have made campaign contributions having an aggregate value of \$250.00 or more, or made gifts having an aggregate value of \$250.00 or more to an official of (Lee County, City of Leesburg, City of Smithville) (circle one) within two (2) years of application.

I (owner) have NOT made campaign contributions having an aggregate value of \$250.00 or more, or made gifts having an aggregate value of \$250.00 or more to an official of (Lee County, City of Leesburg, City of Smithville) (circle one) within two (2) years of application.

I hereby certify that I am the owner and/or legal agent of the owner, in fee simple of the above-described property.

WITNESS \_\_\_\_\_

OWNER Joe Pollock

DATE Beth Pollock

11-4-21

DATE \_\_\_\_\_

CK#1681

Application Fee: \$1,500.00 Date Paid: 11/5/21 Received by: Sherry Shelton

In my absence, I authorize the person named below to act as the applicant in the pursuit of action for the application.

Applicant Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

Lee County Planning & Engineering  
Rozanne Braswell

RE: Rezoning

152 Scott Road  
Leesburg, GA

We currently reside at this address. We also have a residence located on the back portion of our property that we would like to sell. The reason for the rezoning application is to be able to subdivide this property in two parcels, one parcel will be 15 acres and the other the remaining 10 acres. I have attached a copy of the proposed plat for your information.

In 2003, we built our home and in 2004 we built a home for our elderly parents, since they both have passed away, we would like to down size and currently have a buyer for this second home. We believe this is acceptable zoning, the property is adjacent to R3, and the R1L would keep it basically as is, with single family homes and still maintain the agricultural appearance.



TRACT THREE  
 REDIVISION OF LOTS 45A AND 46A  
 OF ADDITION TO THE SUBDIVISION OF  
 THE HARDY TRACT  
 PLAT CABINET E, SLIDE E-80

**LOT 46A**  
**25.000 ACRES**  
 TO BE REZONED  
 FROM AG  
 TO R-1L

TRACT THREE  
 REDIVISION OF LOTS 45A AND 46A  
 OF ADDITION TO THE SUBDIVISION OF  
 THE HARDY TRACT  
 PLAT CABINET E, SLIDE E-80

SUBDIVISION OF HARDY TRACT  
 PLAT CABINET D, SLIDE D-185

POINT OF BEGINNING  
 SOUTHWEST CORNER OF LOT 46A  
 AS RECORDED IN PLAT CABINET E,  
 SLIDE E-80

L=449.98' R=537.27'  
 CH=N78°52'35"W 436.94'

S77°07'48"W  
 50.03'

SCOTT ROAD 80' R/W

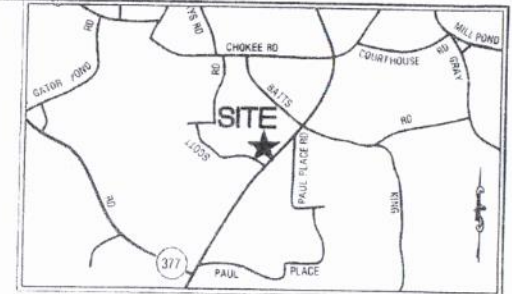
LEESBURG - LESLIE HIGHWAY / GA. HIGHWAY 195 100' R/W

N30°46'23"E  
 2062.28'

N3°12'00"E  
 318.12'

S59°13'42"W  
 1794.56'

S50°36'18"E  
 719.36'



LOCATION MAP  
 1" = 1 MILE

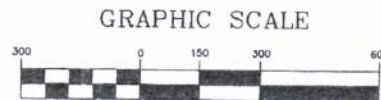
NOTES:

1. PROPERTY OWNER:  
 JOSEPH POLLOCK, JR.  
 AND ELIZABETH POLLOCK  
 152 SCOTT ROAD  
 LEESBURG, GA 31763  
 (229) 343-2130
2. CURRENT ZONING - AG  
 PROPOSED ZONING - R-1L

**REZONING MAP**  
**PROPERTY OF JOSEPH POLLOCK, JR.**  
**AND ELIZABETH POLLOCK**  
 PART OF LAND LOTS 70, 71 AND 91, FOURTEENTH LAND DISTRICT  
 LEE COUNTY, GEORGIA



1504 W. THIRD AVENUE ALBANY, GEORGIA  
 31707 (229) 438-0522 FAX (229) 438-0921  
 EMAIL GWEBB@LANIER-ENGINEERING.COM



( IN FEET )  
 1 inch = 300 ft.

SURVEYED	NA	SCALE	1" = 300'	PROJ. NO.	21251	DATE	11/01/21	SHEET NUMBER
DRAWN	DCC	CHECKED		DWG	21251RZ.DWG	SUR. DATE	NA	1 OF 1

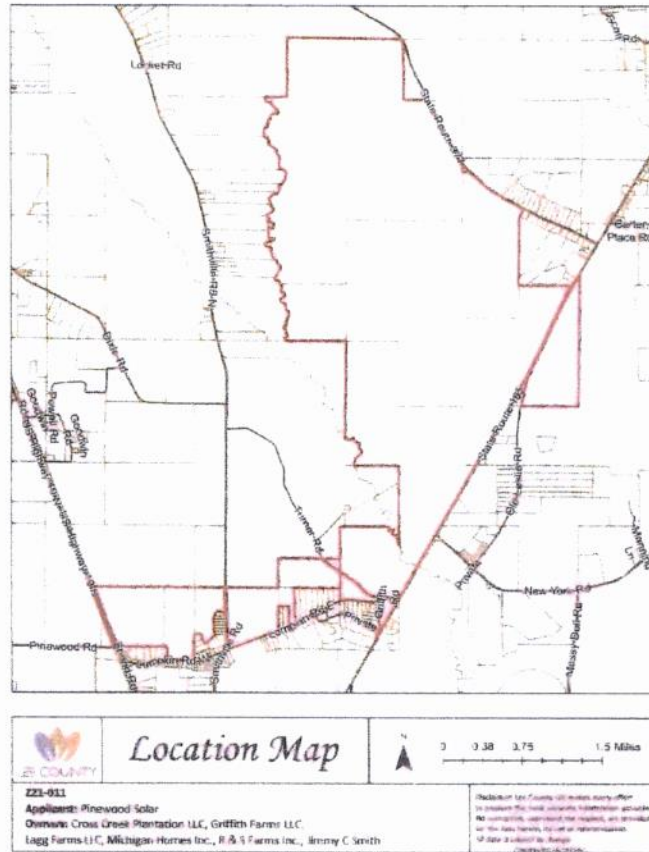
**Legal Description**  
**Property of Joseph Pollock, JR. and Elizabeth Pollock**  
**to be Rezoned from AG to R-1L**

All that certain tract or parcel of land lying in and being part of Land Lots 70, 71 and 91 of the Fourteenth Land District, Lee County, Georgia and being more particularly described as follows:

Begin at the Southwest corner of Lot 46A as recorded in plat cabinet E, slide E-80 and go North 30 degrees 46 minutes 25 seconds East a distance of 2,062.28 feet; go thence South 50 degrees 46 minutes 18 seconds East a distance of 719.36 feet; go thence South 39 degrees 13 minutes 42 seconds West a distance of 1,794.56 feet to the North right-of-way of Scott Road (80' r/w); go thence Northwesterly along the north right-of-way of Scott Road 449.98 feet along the arc of a curve concave to the Southwest, having a radius of 537.27 feet, a chord bearing of North 78 degrees 52 minutes 35 seconds West and a chord distance of 436.94 feet; go thence South 77 degrees 07 minutes 48 seconds West along the North right-of-way of Scott Road a distance of 50.03 feet to the Point of Beginning.

Said tract or parcel contains 25.000 acres.

**STAFF ANALYSIS AND REPORT  
CONDITIONAL USE APPLICATION Z21-011**



**APPLICANT** Griffin Leone, Pinewood Solar, LLC (NextEra Energy Resources)

**OWNERS/PROPERTY LOCATIONS:** Cross Creek Plantations LLC, Griffith Farms LLC, Lagg Farms LLC, Michigan Homes Inc, R&S Farms Inc, Jimmy C Smith collectively, (“Landowners”) of land being part of Land Lots 8, 9, 10, 11, 12, 13, 14, 15, 16, 19, 20, 21, 22, 23, 24, 41, 42, 43, 44, 111, 112, 113, 114, 115, 142, 143, 146, 147, 174, 175, 176, 177, 208, 209, 240, 241, 242, 243, 244, 245, 246 of the Second, Thirteenth and Fourteenth Land Districts, of Lee County, Georgia

**CURRENT ZONING/USE.** AG-1 (Active Agriculture District) 5,189 acres supporting various agricultural uses including seasonal row crops and forestry

**PROPOSED USE** Large Scale (1,500 acres fenced) Ground Mounted Solar Energy System

**MEETING INFORMATION** 102 Starkville Avenue N, Leesburg, GA Opal Cannon Auditorium, 6 00 pm  
 Planning Commission Thursday, January 6, 2022  
 Public Hearing/Final Vote Tuesday, January 11/January 25, 2022

**RECOMMENDATION:** **CONDITIONAL APPROVAL**

## **BASIC INFORMATION**

**Sec. 70-313. Conditional uses (in the AG-1 District). (j) Primary uses or accessory uses are allowed, after receiving conditional use approval, for intermediate scale ground mounted solar energy systems and large scale ground mounted solar energy systems**

Griffin Leone, Project Manager, Pinewood Solar, LLC, a wholly-owned subsidiary of NextEra Energy Resources, has submitted an application to the Planning Commission, requesting Conditional Use approval for a Large Scale Ground Mounted Solar Energy System (SES) in the AG-1 (Active Agriculture District); to construct and operate a 200-megawatt (MW) solar photovoltaic (PV) generating facility located approximately 6 miles north of the City of Leesburg, south of SR 377 and west of SR 195

The SES facility footprint is approximately 1,500 acres, situated on 4 contiguous parcels totaling approximately 5,189 acres. The site consists mainly of agricultural fields with smaller amounts of managed and unmanaged forests. The portions of the parcels outside the project area will continue under owner's management. The generation tie-line and interconnecting substation supporting the SES project would be located on 5 county tax parcels. Access pathways will be authorized through exercise of the option agreements to lease the individual parcels. The proposed panel locations are preliminary and may change based on final site design. After final design is complete, a land survey will be completed.

Environmentally sensitive areas have been delineated and will be marked during construction. The land development process will provide review and approval of plans for compliance with county ordinances, state and federal regulations. Periodic site inspections will occur to monitor conditions and address any concerns.

Project site is located in an area with minimal residential development. No residential dwellings (except for those owned by the property owner who consented to the lease) were identified that would have clear views of the SES. Topography and existing vegetation provide a visual buffer to adjoining roadways for majority of the site. In areas with insufficient buffering, evergreen trees or shrubs will be planted. Ongoing maintenance of the visual buffers will occur during the life of the project. Agricultural, pastoral, and forested views would still dominate the character of the surrounding landscape.

Georgia Department of Natural Resources and US Fish and Wildlife Services determined that the proposed SES would have "No Effect" on any federal or state endangered, or threatened, species and their habitat, that may be present on the property or within 1,000 feet of the property.

Project area constitutes 0.91% of prime farmland in Lee County and 0.67% farmland of statewide importance in Lee County. After construction, site would be revegetated and conditions would be maintained periodically by mowing. After decommissioning, the land would be returned to agricultural use or other uses specified by the landowner.

A draft decommissioning plan has been provided with all required commitments. Prior to the issuance of a building permit by Lee County, Pinewood Solar shall post an irrevocable bond, letter of credit or other security instrument in the amount of \$1 million as security for the costs of decommissioning the project. On the 15<sup>th</sup> anniversary of the project transmitting commercial energy onto the grid, the required amount of the security will be adjusted to be the cost of removing the solar panels and ancillary equipment from the property less the salvage value of the solar panels and ancillary equipment. After decommissioning, the land would be restored to conditions desired by the landowner. Once the final project design is completed, an updated Final decommissioning plan will be required for review and approval by Lee County. Decommissioning would begin no later than 12 months (365 days) after the SES has ceased to

generate electricity. Decommissioning would be completed no later than 12 months (365 days) after commencement of decommissioning

An Affidavit of Anthony Pedroni, Vice President of NextEra Energy Resources LLC, Pinewood Solar, LLC, dated November 8, 2021 provides certifications required by Sec 70-696 (c) related to construction and operation of the SES and maintenance of commercial general liability insurance

#### **Conditional Use Review Sec 70-89**

**Conditional use** A use which within certain districts specified by this chapter is not permitted as a matter of right but may be permitted within these districts by the county commission after the planning commission has:

Reviewed the proposed site plans for the use, its arrangement and design, its relationship to neighboring property and other conditions peculiar to the particular proposal which would determine its desirability or undesirability, and has found the proposal not to be contrary to the intent of this chapter. All conditional use applications will follow the same public notice, public hearing and review process as any application for rezoning

**Project Details and Timeline** A general timeline has been provided, contingent on multiple project approvals Preliminary design and environmental due diligence have been completed Marketing, geotechnical activities and building permits will be requested in 2022 with construction planned for 2023-2024 and operation for 30 years.

Proposed project submittal is consistent with ordinance requirements, in that it should not adversely impact use or development of adjacent properties or the general area, nor create any nuisances or hazards during general operation. Construction activities will be monitored to mitigate any noise, dust, and traffic generation that could negatively impact the area Project is compatible with existing uses and will be located on land of sufficient size to support the proposed use Applicant understands and agrees to operate in consideration of any additional restrictions imposed by Board of Commissioners to protect public health, safety and welfare of the community as well as area property uses and values

However, ordinance requires conditional use approvals to be executed within 12 months Due to the nature of large scale SES projects and site plan finalization, construction may not begin in the required timeframe Applicant requests permission to begin project beyond the required 12 month timeframe, if necessary

#### **General requirements Sec 70-692** for all ground mounted solar energy systems

Proposed SES meets general requirements for solar access, impervious surface, lighting and tree removal A draft decommissioning plan has been submitted, however, the final plan will be submitted and reviewed for approval once the site plan is finalized

#### **Specific requirements Sec 70-694** for large scale solar energy systems

Proposed SES meets required setbacks and visual buffers. Signs will be posted at each entrance warning of the project's risks and providing emergency contact information The project has not been subdivided into small or intermediate scale SES projects in an effort to avoid the large scale SES project requirements of the ordinance

**Compliance with General Provisions Sec 70-699**

Applicant acknowledges and will comply with provisions regarding SESs with the following exceptions. The emergency response plan will be written after the site plan is finalized and submitted for approval by appropriate departments annually.

The 34 5 kV AC collection system that delivers electricity from the PCUs to the project substation would be located underground per requirement. Applicant requests an exception to burying the interconnection cables which would result in significant and unnecessary ground disturbance. Per industry standard practice to limit ground disturbance, these cables would be located just above ground level and neatly fastened to support columns for safety and security.

**Compliance with AD Valorem Taxation Sec 70-700**

Applicant acknowledges this provision and states that a Bond Issue Inducement Agreement or similar agreement was executed with the Lee County Development Authority prior to January 26, 2021.

**CONDITIONAL USE PERMIT APPROVAL/DENIAL**

Provided, that the county commission may impose or require such additional restrictions and standards as may be necessary to protect the health and safety of workers and residents in the community, and to protect the value and use of property in the general neighborhood; and provided that wherever the county commission shall find, in the case of any permit granted pursuant to the provisions of these regulations that any term, conditions or restrictions upon which such permit was granted are not being complied with, said commission shall rescind and revoke such permit after giving due notice to all parties concerned and granting full opportunity for a public hearing.

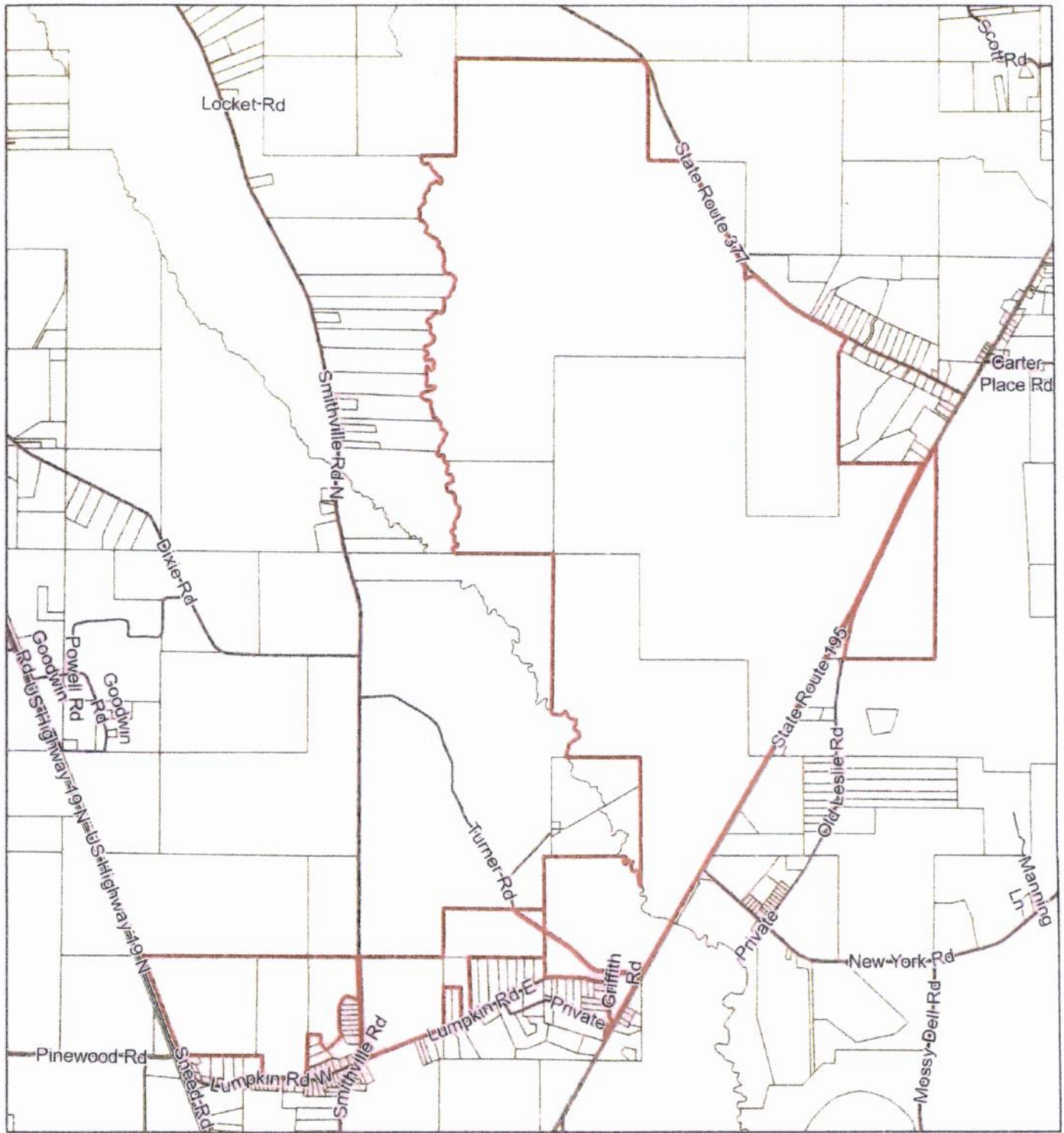
Conditional uses shall not be transferable except upon written approval of the county commission and shall be executed within a period of 12 months from the time the use is granted or become null and void and subject to procedures for resubmission as established above and are subject to all other applicable laws and regulations.



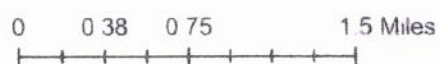
A conditional use application may be denied if the Lee County Board of Commissioners determines the proposed SES facility does not meet the requirements of the Lee County Zoning Code, including, but not limited to, this article of the Lee County Code of Ordinances; provided, however, that a conditional use application which does not comply with one or more of the requirements of this section may be approved by the board of commissioners with or without the recommendation of the planning commission if the board of commissioners finds that the requirement of this section not complied with are not applicable to the particular application or that the failure to comply with particular requirements of this section can be excused due to special conditions existing with respect to the real property upon which the SES is proposed to be located.

Staff recommends **APPROVAL with the following conditions:**

- Submittal and approval of Final Decommissioning Plan,
- Submittal and approval of Initial and Annual Emergency Response Plans,
- Approval to locate interconnection cables just above ground level and fasten to support columns for safety and security in lieu of underground placement, and
- Execution of project beyond 12 months of conditional use approval, if necessary

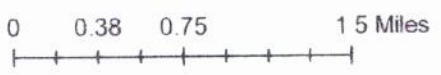




 LEE COUNTY	<h1>Location Map</h1>	 
<p><b>Z21-011</b>  <b>Applicant:</b> Pinewood Solar  <b>Owners:</b> Cross Creek Plantation LLC, Griffith Farms LLC,          Lagg Farms LLC, Michigan Homes Inc., R &amp; S Farms Inc., Jimmy C Smith</p>		<p><small>Disclaimer: Lee County GIS makes every effort to produce the most accurate information possible. No warranties, expressed nor implied, are provided for the data herein, its use or interpretation. All data is subject to change.          Prepared by: Corne Futch</small></p>



# Aerial Map

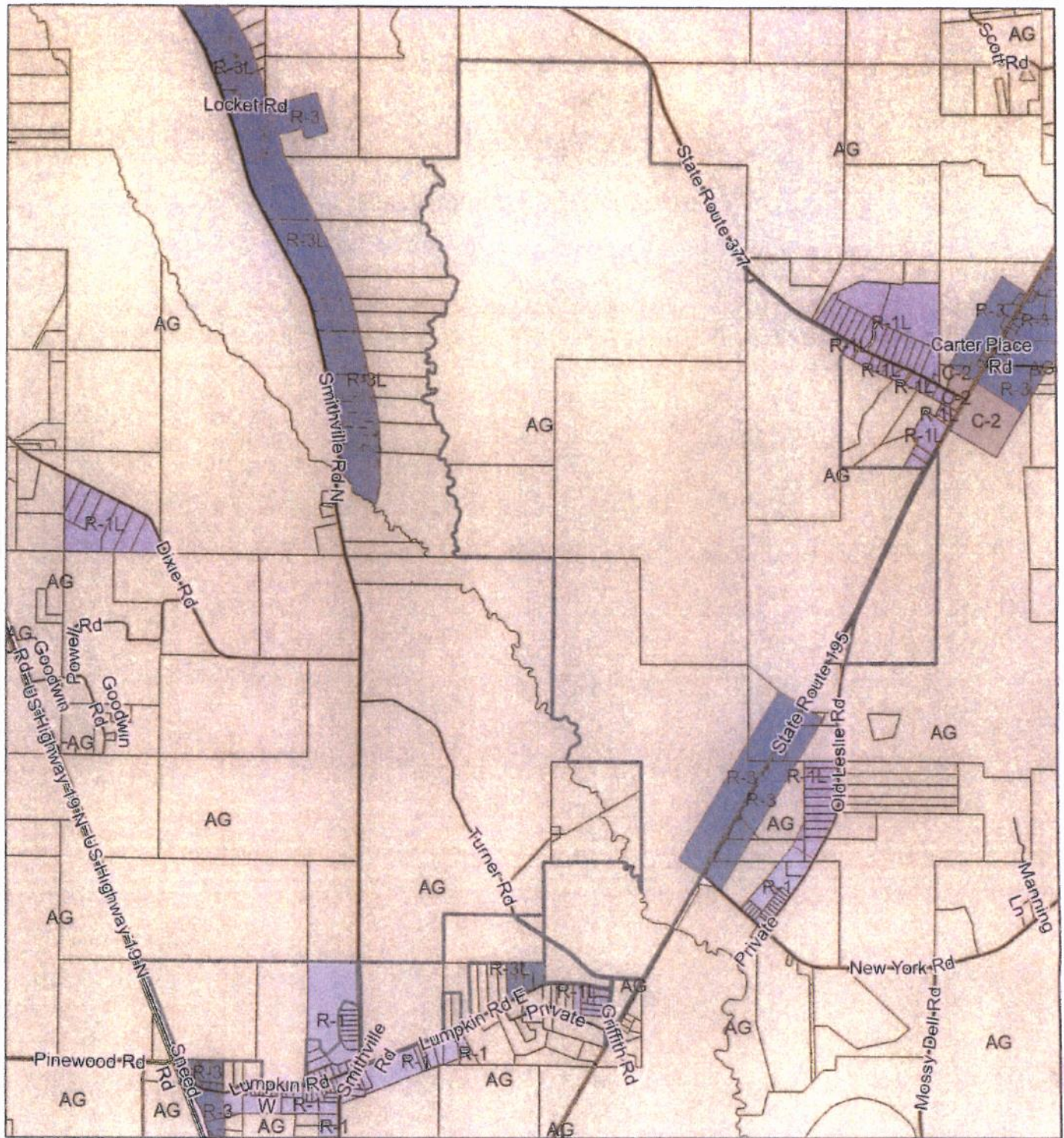




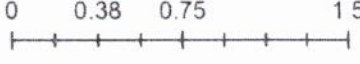
**Z21-011**

**Applicant:** Pinewood Solar

**Owners:** Cross Creek Plantation LLC, Griffith Farms LLC,  
Lagg Farms LLC, Michigan Homes Inc., R & S Farms Inc., Jimmy C Smith

Disclaimer: Lee County GIS makes every effort to produce the most accurate information possible. No warranties, expressed nor implied, are provided for the data herein, its use or interpretation. All data is subject to change.  
Prepared by: Corrie Futch



 <p>LEE COUNTY</p>	<h1>Zoning Map</h1>	 
<p><b>221-011</b>  <b>Applicant:</b> Pinewood Solar  <b>Owners:</b> Cross Creek Plantation LLC, Griffith Farms LLC,  Lagg Farms LLC, Michigan Homes Inc., R &amp; S Farms Inc., Jimmy C Smith</p>		<p>Disclaimer: Lee County GIS makes every effort to produce the most accurate information possible. No warranties, expressed nor implied, are provided for the data herein, its use or interpretation. All data is subject to change.  Prepared by: Corne Futch</p>



## MEMORANDUM

### LEE COUNTY BOARD OF COMMISSIONERS

**TO:** Honorable Board of County Commissioners  
**SUBJECT:** County Updates

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#### **2021 CDBG**

- Palmyra Mobile Home Park project
- Project application submitted June 4, 2021
- Pre-Application Public Hearing held September 22, 2020
- Recommended County match at \$100,000.00
- \$469,284.00 grant amount awarded to Lee County on September 27, 2021
- Kick-off Meeting – December 2021

#### **AARP Community Challenge 2021 Grant**

- Grant to make communities more livable for people of all ages
- Partner with Regional Commission to submit “First Ever” Regional Application for Lee County and Cities of Albany, Sylvester, and Thomasville
- Providing benches, picnic tables and a double-sided message board at Pirate’s Cove Nature Park
  - Grant Application Submitted: April 9, 2021
  - **Project Cost: \$12,309.00**
    - \$5,000 grant request
    - \$5,268 BOC cash match
    - \$1,940 in-kind match
  - Volunteer Groups: LC Retired Educators Association and local chapters of the Azalea Society of America and the Audubon Society, Flint River Keepers, and DNR.
- Grant awards announced in July 2021
- Project Completed with the exception of the Celebration Event to be held at a later date

#### **Agricultural Complex**

- Located on 100 acres on Leesburg Bypass — 231 State Route 3
- Proposed plans provided July 29, 2020
  - Including: A boating access point at the creek’s edge, the agricultural complex, walking trails, and campsites
- Resolution adopted and lease agreement signed on September 22, 2020 with Georgia Department of Natural Resources for a Boat Ramp
  - Renewed January 11, 2022
  - Awaiting DNR approval signature
  - Estimated to begin work: Fall 2022
  - DNR hired EMC Engineering to survey property for canoe/kayak ramp.
- Two year building process
- Improvements to the Property
  - Renovation of Covered Building: New roof, fresh paint, picnic tables, electrical system, well
  - Bobby Donley, Lanier Engineering, provided proposed site plan

- Proposal submitted to the BOC for review
  - Trails: ¾ mile walking trail that runs along a 46 foot high ridgeline above the Kinchafoonee Creek and has a seasonal view of the waterway
    - Eight (8) picnic tables as well as a number of trash cans have been placed along this trail on the creek side
    - Directional signs for the area ordered (i.e. Parking, No Parking, trail markers, boundary signs, etc.)
- Future Improvements
  - Defining the road
  - Rocking the area on top of the ridgeline for a parking area
  - Placing a gate at the trailhead so that the area can be closed to public for safety during high water events
- Planning/Designing Committee created by the Board at the May 11, 2021 meeting
  - **Committee Members:** Art Ford, Tim Sumners, Tom Sumners, Bobby Donley, Lisa Davis, David Dixon, Judy Powell, Commissioner Rick Muggridge, Commissioner Luke Singletary, County Manager Christi Dockery, Parks & Recreation Director Jeremy Morey, Chief Marshal Jim Wright
    - **First Meeting:** June 14, 2021
    - **Second Meeting:** November 15, 2021
    - **Third Meeting:** January 11, 2022

### 2020 Census Numbers

- Lee County: 33,163
- Smithville: 593
- Leesburg: 3,480

### COVID

- Current Reported COVID-19 Numbers, per the Georgia Department of Public Health:  
COVID-19 Cases in Lee County

	TOTAL TO DATE	TOTAL TO DATE PER 100K	DAILY AVERAGE	DAILY AVERAGE PER 100K
Lee	5,943	19,967	69	233
Georgia	2,131,602	20,263	16,297	155

### Extended Water Installation on Hwy 82

- RFQ for design
  - Approved by BOC at April 27, 2021 meeting
  - BOC awarded bid on September 14, 2021 to **Lanier Engineering, Inc.**
- The EPD Southwest District Office is currently reviewing the project.
- RFP for Construction
  - Bid Opening: January 6, 2022
  - BOC awarded bid on January 11, 2022 to **Popco, Inc.** to not exceed \$829,621.26
- Project estimated to be complete in 90 days if no issue with obtaining supplies

### FEMA

- FEMA has created a new interactive map called Risk Rating 2.0 that shows exactly where flood insurance rates are expected to decrease, increase, or remain the same and by how much
  - <https://www.arcgis.com/apps/dashboards/44d08581aaf14f39bc0da5d02f378007>

### GIS Creating Road Layer

- Including road width, length, and speed limits
- On-going

### Hospital

- Public Works staff completed a construction entrance road
- Preliminary designs were presented by Matthew Inman of EMC Engineering in January 2019

- Estimated Cost for Road: \$1,498,552.50 (SPLOST VII)
- Construction expected to take approximately 6 to 9 months
- All fees for LCMC land disturbance waived
- **USACE permit for holding pond designs expires August 2022**
- CON granted
- **Roadway Regrading Project**
  - Matthew Inman, EMC Engineering, Project Engineer
    - SPLOST VII Funds
  - BOC awarded the bid on December 14, 2021 to **Oxford Construction** for \$453,585.00
    - Estimated Start Date: February 2022 (Weather Permitting)

### **LMIG Funds**

- **FY2021 SAP**
  - Application submitted April 15, 2021
  - Lee County selected using crash data compiled from accident reports
  - For use on low-cost safety improvements (signs, striping, reflectors, etc.) that can be implemented on specific Off-System routes that are likely to reduce the frequency and severity of crashes
    - New York Road, Stocks Dairy Road, Graves Springs Road, Lovers Lane Road
  - Funds Received from GDOT: \$90,000.00
    - Total, with 30% match from Lee County: **\$117,300.00**
    - Peek Pavement Marking, Inc. was awarded this bid and will begin this project in November 2021
    - Estimated Completion in February 2022
- **FY2022**
  - Application submitted January 20, 2022
  - Letter received from GDOT June 28, 2021
  - Application Due: February 1, 2022
  - For use in resurfacing the following roads: Palmyra Road, Story Lane, Haley Drive, Pine Ridge Drive, Southhill Drive, East Century Road, Cookville Road, Stocks Dairy Road, Woodstone Circle, Waterbury Court, Wayside Court, Winners Court, Groover Street, and Gus Martin Road
  - Funds to be Received from GDOT: \$612,489.86
    - Total, with 30% match from Lee County: **\$796,236.82**

### **New Commercial Projects**

- Westover Senior Village, Capstone Connector
- Millright CNC, Pinewood Road
- Lee County Equipment, LLC, Semi-Truck Repair Shop Addition, 1104 US Hwy 19 S
- Phoebe Urgent Care, 1224 US 19 S
- Forrester Community Church, Forrester Parkway
- Tidal Wave Auto Spa, Forrester Parkway
- Oakland Pharmacy, Carlton Dr
- Grand Island Redevelopment, Grand Island
- Finnicum Motor Company Shop Addition, US 19
- Woodgrain Millwork
- Artesian City Federal Credit Union
- DeSoto Silicon Ranch
- Finish Line Storage 2
- Joseph W. Jones Crematorium
- Oaklee Investments, LLC

### **Property Revaluation**

- Notices sent out July 30, 2021
- 45 day appeal period
  - Concluded September 13, 2021

- Digest submitted to the Tax Commissioner by September 16, 2021
- Approved by Lee County Board of Education and Lee County Board of Commissioners
  - Special Called Meeting for the Board of Commissioners held October 6, 2021
- Tax bills have been mailed and can be paid either by mail or online.

## Roads

### Pheasant Drive Extension

- Approved by BOC at December 8, 2020 meeting
- Bid Opening: March 8, 2021
- BOC awarded bid on March 9, 2021 to **Zane Grace Construction** for \$74,056.63
  - TSPLOST Funds
- Georgia Power relocated utility pole
  - AT&T completed their line relocation
  - Mediacom completed their line relocation
  - Notice to Proceed sent to Zane Grace Construction on November 4, 2021
- Estimated Start Time: February 2022 due to weather delays

### SPLOST VII

- Collection Began: October 1, 2019
- Collection Expires: September 30, 2025

### SPLOST VIII

- Possible Ballot Year: 2023 for renewal

### Storm Drainage Repair/ Holding Ponds

- Lumpkin Road
  - BOC approved a contract with Lanier Engineering to survey in March 2020
    - Survey completed June 2020
    - BOC currently reviewing plans and options
- Liberty Holding Pond (Doublegate)
  - BOC approved a contract with engineer Mike Talley to design
  - BOC approved a contract with Lanier Engineering to survey in February 2019
  - Estimated Completion: 2021

### Tharp Building Repair/Restoration

- Project overseen by Masonry Restoration Technologies & Services, LLC
  - BOC approved contract on **July 9, 2019** for **\$11,765.00**
- Bid Opening: July 8, 2021
- BOC awarded bid on July 13, 2021 to **Midwest Maintenance, Inc.** for \$575,608.00
- Project On-Going
  - Estimated Completion: February 2022
- Replacement mortar to fit the historical profile and not change the character or disposition of the building
  - Composition of the mortar follows the historical formula

### TSPLOST

- Collection: April 1, 2019 - March 31, 2024
- Cities and County began receiving revenue in May 2019
- Possible Ballot Year: 2023 for renewal

### Utilities Mapping Project

- Purpose: To map all utilities in Lee County
  - Includes water mains, water valves, fire hydrants, sewer lines, sewer manholes, sewer pump stations, fiber, gas, telephone, etc. as well as feature type, pipe size, pipe material, valve size, etc.
- Goal: To have an internet map in ArcGIS Online where utility workers can view utility maps on a tablet in the field.

# RFPs and RFQs

## Open

No RFPs or RFQs are currently open.

## Recently Awarded

### Water System Improvement Project- Highway 82

- Bid Opening: January 6, 2022
- BOC awarded bid on January 11, 2022 to Popco, Inc. to not exceed \$829,621.26
- BOC awarded Engineering Services, following a RFQ, to **Lanier Engineering** on September 14, 2021
  - Will oversee the project

### Consoles for E-911 Center

- Four (4) consoles
- Bid Opening: December 2, 2021
- BOC awarded bid on December 14, 2021 to **Watson Consoles** for \$66,987.56
  - Estimated Completion: June 2022

### Oakland Library Lighting

- FY 2022 MRR Grant – 50%
- Replacing all interior and exterior lighting with LED
- Bid Opening: December 13, 2021
- BOC awarded the bid on December 14, 2021 to **MetroPower, Inc.** for \$38,141.00
  - Estimated Completion: March 2022

### Grand Island Roadway Grading Project

- Overseen by Matt Inman, EMC Engineering
- Bid Opening: December 9, 2021
- Bid results to be brought to the Board on December 14, 2021
- BOC awarded the bid on December 14, 2021 to **Oxford Construction** for \$453,585.00
  - Estimated Start Date: February 2022 (Weather Permitting)

### Fire & EMS Equipment: Breathing Apparatuses, Fire Hose, Turn Out Gear

- Bid Opening: November 4, 2021
- BOC awarded bids on November 9, 2021:
  - Breathing Apparatuses to **Municipal Emergency Services (MES)** for \$53,172.00
  - Fire Hose to **Dana Safety Supply** for \$11,369.00
  - Turn Out Gear to **Municipal Emergency Services (MES)** for \$25,250.00

## Future

### Residential Garbage Services

- Staff writing RFP Documents
- Projected Bid Opening: April 2022
- Current Contract Expires June 2022

### LED Lighting in County Buildings

- Approved by BOC at March 23, 2021 meeting
- Pre-Bid Meeting: April 22, 2021
- Bid Opening: TBD
- Audit completed in November 2021
- Bid to be reopened in 2022



### **ADA Compliant Website**

- Staff writing RFP documents
- Projected Bid Opening: TBD

### **County Building Painting Services**

- Approved by BOC at March 23, 2021 meeting
- Staff writing RFP documents
- Projected Bid Opening: TBD

### **Courthouse Window Coverings**

- Approved by BOC at May 25, 2021 meeting
- Staff writing RFP documents
- Projected Bid Opening: TBD

### **Flooring Services**

- Approved by BOC at April 27, 2021 meeting
- Staff writing RFP documents
- Projected Bid Opening: TBD

### **Extended Sewer Installation on Hwy 19**

- Approved by BOC at June 22, 2021 meeting
- Staff writing RFQ documents  
Projected Bid Opening: TBD

**RESOLUTION TO ADOPT  
AMENDED AND RESTATED  
ACCG 401(a) DEFINED CONTRIBUTION PLAN  
FOR SENIOR MANAGEMENT EMPLOYEES OF LEE COUNTY**

**WHEREAS**, Lec County, Georgia (the "Employer") has previously adopted the Association County Commissioners of Georgia (ACCG) 401(a) Defined Contribution Plan for Senior Management Employees of Lee County (the "Plan") through an Adoption Agreement;

**WHEREAS**, ACCG has appointed a Defined Contribution Plan Program Board of Trustees (the "DC Board") pursuant to the ACCG Defined Contribution Plan Program Master Trust Agreement (the "Master Trust"), to oversee Plan administration, Plan documentation and to select investment options for investment of the assets of the Plan;

**WHEREAS**, ACCG has amended and restated the ACCG 401(a) Defined Contribution Plan Document and the accompanying Adoption Agreement to reflect changes in applicable law and has obtained Internal Revenue Service (IRS) preapproval for the amended and restated ACCG 401(a) Defined Contribution Plan Document and Adoption Agreement (the "2020 IRS Pre-Approved Plan Documents"); and

**WHEREAS**, the Employer desires to amend and restate its Plan by adopting the 2020 IRS-Preapproved Plan Documents.

**NOW THEREFORE**, at a meeting held on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the Lee County Board of Commissioners hereby resolves as follows:

**RESOLVED** that the Lee County Board of Commissioners hereby approves the adoption of the attached amended and restated ACCG 401(a) Defined Contribution Plan for Senior Management Employees of Lee County, consisting of the ACCG Basic Plan Document and the accompanying Adoption Agreement which reflects the elections made by the Employer under the provisions of the amended and restated Plan.

**FURTHER RESOLVED** that, except as otherwise specifically provided therein, the effective date of the amended and restated Plan shall be January 1, 2022.

**FURTHER RESOLVED** that the Commission Chair is hereby authorized, empowered, and directed to take all further actions and to execute all documents necessary to implement these resolutions.

**FURTHER RESOLVED** that any resolution in conflict with this resolution is hereby repealed.

**LEE COUNTY BOARD OF COMMISSIONERS**

By: \_\_\_\_\_  
Chair, Lee County Board of Commissioners

Date: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
County Clerk

**SUMMARY OF DEFAULT ELECTIONS**  
**IN RESTATED ACCG SENIOR MANAGEMENT DC PLAN**  
**ADOPTION AGREEMENT**

1. Section 2.61 Year of Service; Adjustments to Years of Service for Vesting – The new Adoption Agreement includes an election to exclude Service before a five-year Break in Service or Period of Severance (as applicable) for purposes of becoming vested in amounts accrued after an Employee's Reemployment Commencement Date. The default election under the new Adoption Agreement is to exclude such Service. Please contact ACCG before signing the Adoption Agreement if you wish to change this election.
2. Section 3.06 Election Not to Participate – The new Adoption Agreement includes an election to allow Eligible Employees to opt out of participating in the Plan. The default election is not to allow Eligible Employees to opt out of participating in the Plan (i.e., participation is automatic for employees who satisfy the eligibility requirements), unless your jurisdiction's practice has been to allow Eligible Employees to make an election whether to participate. Please contact ACCG before signing the Adoption Agreement if you wish to change the election shown in Section 3.06.
3. Section 6.04 In-Service Withdrawals – The new Adoption Agreement includes an election to permit in-service withdrawals from the Plan. The default election is to permit in-service withdrawals only for Rollover Accounts and Active Military Distributions (i.e., no other withdrawals permitted until Severance from Employment). If other in-service withdrawals are to be permitted, the Employer must specify the conditions for such withdrawal in the Adoption Agreement. Please contact ACCG before signing the Adoption Agreement if you wish to change this election.
4. Section 7.01 Death Benefits – The new Adoption Agreement includes an election with respect to death benefit payment forms. The default election is to allow death benefits to be paid in any form permitted under the Plan for Participants. Please contact ACCG before signing the Adoption Agreement if you wish to change this election.
5. Section 8.05 Participant Consent to Distributions – The new Adoption Agreement includes an election to require cash-out of small accounts without the consent of the Participant or Beneficiary. The default election is not to mandate cash-outs of small accounts without the consent of the Participant or Beneficiary. If the Employer elects to require small account cash-outs without consent, the Employer must also elect the small account cash-out limit in Section 8.05 of the Adoption Agreement.

**ASSOCIATION COUNTY COMMISSIONERS OF GEORGIA  
401(a) DEFINED CONTRIBUTION PLAN  
FOR  
SENIOR MANAGEMENT EMPLOYEES OF LEE COUNTY**

**ARTICLE I: PURPOSE**

The undersigned **Lee County, Georgia**, by executing this Adoption Agreement, elects to become a participating Employer in the Association County Commissioners of Georgia Defined Contribution Plan Program (the "Plan"), the Association County Commissioners of Georgia Defined Contribution Plan Program Master Trust (the "Trust"), and adopts the accompanying Plan and Trust documents in full as if the Employer were a signatory to those agreements. The Employer makes the following elections granted under the provisions of the Plan.

**TYPE OF PLAN ADOPTION**

- New Plan
- Amendment and Restatement of Previously Adopted Plan
- Frozen Plan. While the Plan is frozen, Compensation earned after the Plan is frozen shall not be taken into account. Plan assets will continue to be held on behalf of Participants and their Beneficiaries until distributed in accordance with the Plan terms.

**ARTICLE II: DEFINITIONS**

Any capitalized terms used in this Adoption Agreement but not defined herein shall be given the meaning set forth in the Plan and Trust.

**2.09 COMPENSATION**

**Compensation Defined**

- Amounts as defined in Code Section 3401(a) for purposes of income tax withholding at the source (as reported to the Employee on IRS Form W-2 for such year)
- Includes Differential Wage Payments
- Excludes Differential Wage Payments
- Short Plan Years use Compensation only during short year (Default provision)
- Short Plan Years use Compensation for entire year
- Other Definition of Compensation (See Additional Provisions Addendum)

**Determination Period Defined for Compensation**

- The Plan Year (Default provision)
- The Calendar Year
- A consecutive 12-month period ending in or within the Plan year beginning \_\_\_\_\_ (day)  
\_\_\_\_\_ (month)

**2.11 DISABILITY OR DISABLED**

- Entitled to disability retirement benefits under the federal Social Security Act
- Entitled to benefits under long term disability plan or policy of Employer
- Other Definition of Disability (See Additional Provisions Addendum)

**2.14 EFFECTIVE DATE**

- New qualified Plan with an Effective Date of \_\_\_\_\_, 20\_\_ (the "Original Effective Date").
- Amendment and restatement of a previously established qualified Plan with a previous Effective Date of **September 1, 2006** (the "Original Effective Date"). Except as specifically provided in the Plan, the Effective Date of this amendment and restatement is **January 1, 2022**.

[The Effective Date for a new or amended and restated Plan can be no earlier than the first day of the Plan Year in which the Employer executes this Adoption Agreement, except that provisions permitting Employee Contributions in Section 4.01 may be prospective only.]

**2.16 ELIGIBILITY COMPUTATION PERIOD**

- The 12-consecutive-month period beginning on the Employee's Employment Commencement Date and each 12-consecutive-month period beginning on the anniversary of the Employee's Employment Commencement Date. (Default)
- The 12-consecutive-month period beginning on the Employee's Employment Commencement Date to the first anniversary thereof. Subsequent Eligibility Computation Periods shall be measured by the 12-consecutive month periods coinciding with the Plan Year, beginning with the Plan Year that contains the first anniversary of the Employee's Employment Commencement Date. An Employee who is credited with a Year of Service in both the initial Eligibility Computation Period and the Plan Year that includes the first anniversary of the Employee's Employment Commencement Date shall receive credit for two (2) Years of Service for purposes of eligibility to participate.

**2.17 ELIGIBLE EMPLOYEE**

<u>Employees, other than Elected Officials</u>		Include	Exclude
<input type="checkbox"/>	All Employees	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Senior Management Only (Specify Eligible Positions):	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>None</b>			
<input type="checkbox"/>	Full-time Employees only	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Working for the Employer at least _____ Hours of Service per week for Compensation		
<input type="checkbox"/>	Other Definition of Full-time (see Additional Provisions Addendum)		
<input checked="" type="checkbox"/>	Grant-funded Employees (Complete only if treated differently than other Eligible Employees other than Elected Officials; complete Additional Provisions Addendum if necessary to distinguish between different classes of grant-funded employees)	<input type="checkbox"/>	<input checked="" type="checkbox"/>

[--]	Other Definition of Eligible Employees other than Elected Officials (See Additional Provisions Addendum)	[--]	[--]
	<b><u>Elected or Appointed Officials of the Employer (Not eligible for a State of Georgia Retirement System)</u></b>	<b>Include</b>	<b>Exclude</b>
	County Commissioners	[--]	[X]
	Coroner	[--]	[X]
	Other Elected Official (Not eligible for a State of Georgia Retirement System) (See Additional Provisions Addendum)	[--]	[X]
	<b><u>Elected or Appointed Officials of the Employer (Eligible for one or more State of Georgia Retirement Systems)</u></b>		
	Sheriff	[--]	[X]
	Tax Commissioner (elected before 7/1/2012)	[--]	[X]
	Clerk of Superior Court	[--]	[X]
	Chief Magistrate Judge	[--]	[X]
	Assistant Magistrate Judge(s)	[--]	[X]
	Probate Court Judge	[--]	[X]
	Other Elected or Appointed Officials of the Employer (Eligible for one or more State of Georgia Retirement Systems) (See Additional Provisions Addendum)	[--]	[X]
	<b><u>Other Elected or Appointed Officials Eligible for Limited Plan Participation (Based Solely on Allowable Compensation under Georgia law)</u></b>		
	State Court Judge	[--]	[X]
	Superior Court Judge	[--]	[X]
	Solicitor or Solicitor General	[--]	[X]
	District Attorney	[--]	[X]
	Other Elected or Appointed Officials Eligible for Limited Plan Participation (Based Solely on Allowable Compensation under Georgia law) (See Additional Provisions Addendum)	[--]	[X]
	<b><u>Other Personnel Eligible for one or more State of Georgia Retirement Systems</u></b>		
	Employees of Tax Commissioners (hired before 7/1/2012)	[--]	[X]
	<b><u>Tax Commissioners and Employees of Tax Commissioners (if not participating in the Employees' Retirement System of Georgia)</u></b>		
	Tax Commissioner (hired on or after 7/1/2012)	[--]	[X]
	Employees of Tax Commissioners (hired on or after 7/1/2012)	[--]	[X]
	<b><u>Other Personnel Receiving Supplemental Compensation from the Employer</u></b>		
	Extension Agents	[--]	[X]

Other Personnel Receiving Supplemental Compensation from the Employer (See Additional Provisions Addendum)    [--]    [X]

<b><u>Excluded Employees</u></b>		<b>Include</b>	<b>Exclude</b>
[X]	Excluded employees as provided in section 2.17 of the ACCG Basic Plan Document	[--]	[X]
[--]	Excluded employees as provided in section 2.17 of the ACCG Basic Plan Document other than:		
[--]	Individuals electing into a retirement system sponsored by the State of Georgia are included to the extent permitted under Georgia law	[--]	[--]
[--]	Tax commissioners, collectors and receivers and their employees who took office on or after July 1 2012, who participate in a retirement system sponsored by the State of Georgia	[--]	[--]
[--]	Juvenile Court Judges	[--]	[--]
[--]	Nonresident Aliens	[--]	[--]
[X]	Other Excluded Employees (See Additional Provisions Addendum)	[--]	[X]

**2.23    EMPLOYER**

The term “Employer” means **Lee County, Georgia**

Employer EIN: **58-6000854**

Employer Fiscal year: **July 1 – June 30**

**2.28    ENTRY DATE**

**Entry Date for Employee Contributions**

- [--]    The first day of the first pay period beginning on or after the January 1<sup>st</sup> that the Participant first meets the eligibility requirements
- [--]    The first day of the first pay period beginning on or after the date the Participant first meets the eligibility requirements
- [--]    The first day of the first pay period of the month on or after the Participant first meets the eligibility requirements
- [--]    The first day of the first pay period of the calendar quarter on or after the Participant first meets the eligibility requirements
- [--]    Other Entry Date for Employee Contributions (See Additional Provisions Addendum)

**Entry Date for Employer Basic Contributions**

- [--]    The first day of the first pay period beginning on or after the January 1<sup>st</sup> that the Participant first meets the eligibility requirements
- [--]    The first day of the first pay period beginning on or after the date the Participant first meets the eligibility requirements
- [--]    The first day of the first pay period of the month on or after the Participant first meets the eligibility requirements
- [--]    The first day of the first pay period of the calendar quarter on or after the Participant first meets the

eligibility requirements

- Other Entry Date for Basic Contributions (See Additional Provisions Addendum)

**Entry Date for Employer Discretionary Contributions**

- The first day of the first pay period beginning on or after the January 1<sup>st</sup> that the Participant first meets the eligibility requirements
- The first day of the first pay period beginning on or after the date the Participant first meets the eligibility requirements
- The first day of the first pay period of the month on or after the Participant first meets the eligibility requirements
- The first day of the first pay period of the calendar quarter on or after the Participant first meets the eligibility requirements
- Other Entry Date for Discretionary Contributions (See Additional Provisions Addendum)

**Entry Date for Employer Matching Contributions**

- The first day of the first pay period beginning on or after the January 1<sup>st</sup> that the Participant first meets the eligibility requirements
- The first day of the first pay period beginning on or after the date the Participant first meets the eligibility requirements
- The first day of the first pay period of the month on or after the Participant first meets the eligibility requirements
- The first day of the first pay period of the calendar quarter on or after the Participant first meets the eligibility requirements
- Other Entry Date for Matching Contributions (See Additional Provisions Addendum)

**2.31 HOURS OF SERVICE METHOD**

**Eligibility Service**

- Not Applicable
- 1000 Hours of Service in an Eligibility Computation Period
- The following number of Hours of Service in an Eligibility Computation Period (not to exceed 2,080): \_\_\_\_\_

**Vesting Service**

- Not applicable
- 1000 Hours of Service in a Vesting Computation Period
- The following number of Hours of Service in an Eligibility Computation Period (not to exceed 2,080): \_\_\_\_\_

**2.36 LIMITATION YEAR**

- Calendar Year
- Plan Year
- Fiscal year



[--] Other: 12 month period ending on the following date: \_\_\_\_\_

**2.39 NORMAL RETIREMENT AGE**

The term "Normal Retirement Age" means:

- Age 65
- Age \_\_\_\_\_ (specify between 55 and 64, inclusive)
- Later of age \_\_\_\_\_ (not to exceed 65) or the \_\_\_\_\_ anniversary (not to exceed 5th) of the Participant's Employment Commencement Date
- Age: \_\_\_\_\_ (not to exceed 65) plus Years of Service \_\_\_\_\_ (specify) (Year of Service requirement shall not cause any Participant's Normal Retirement Age to exceed 65)

**2.44 PLAN**

The name of the Plan as adopted by the Employer is the:

- "ACCG 401(a) Defined Contribution Plan for \_\_\_\_\_ County Employees"
- "ACCG 401(a) Defined Contribution Plan for Senior Management Employees of Lee County"

**2.61 YEAR OF SERVICE**

**Method of Measurement for Eligibility Purposes**

- Hours of Service Method:  
A twelve (12) consecutive month period during which the Eligible Employee completes one thousand (1000) Hours of Service or the equivalency described in Section 2.31 of the Basic Plan Document
- Hours of Service Method:  
A twelve (12) consecutive month period during which the Eligible Employee completes one thousand (1000) Hours of Service or the equivalency described in the Hours of Service Equivalency Addendum
- Elapsed Time Method:  
A period of twelve (12) consecutive months during which the Employee performs at least one (1) Hour of Service during the measuring period, following the Employee's first day of employment by the Employer and prior to the Employee's Severance from Employment Date

**Adjustments to Years of Service for Eligibility Purposes**

- Service Before the Original Effective Date of the Plan included
- Service Before the Original Effective Date of the Plan excluded
- Service Before the Effective Date of this amended and restated Plan included
- Service Before the Effective Date of this amended and restated Plan excluded
- Other Adjustments to Years of Service for Eligibility (See Additional Provisions Addendum)

- Exclude Service before a five-year Break in Service or Period of Severance (as applicable) for purposes of Eligibility to participate after a Reemployment Commencement Date

**Method of Measurement for Vesting Purposes**

- Hours of Service Method:  
A twelve (12) consecutive month period during which the Eligible Employee completes one thousand (1000) Hours of Service or the equivalency described in Section 2.31 of the Basic Plan Document
- Hours of Service Method:  
A twelve (12) consecutive month period during which the Eligible Employee completes one thousand (1000) Hours of Service or the equivalency described in the Hours of Service Equivalency Addendum
- Elapsed Time Method:  
A period of twelve (12) consecutive months during which the Employee performs at least one (1) Hour of Service during the measuring period, following the Employee's first day of employment by the Employer and prior to the Employee's Severance from Employment Date

**Vesting Computation Period**

- The 12-consecutive-month period beginning on the Employee's Employment Commencement Date or Reemployment Commencement Date and each 12-consecutive-month period beginning on the anniversary of the Employee's Employment Commencement Date or Reemployment Commencement Date. (Default)
- The 12-consecutive-month period beginning on the Employee's Employment Commencement Date or Reemployment Commencement Date to the first anniversary thereof. Subsequent Vesting Computation Periods shall be measured by the 12-consecutive month periods coinciding with the Plan Year, beginning with the Plan Year that contains the first anniversary of the Employee's Employment Commencement Date or Reemployment Commencement Date. An Employee who is credited with a Year of Service in both the initial Vesting Computation Period and the Plan Year that includes the first anniversary of the Employee's Employment Commencement Date or Reemployment Commencement Date shall receive credit for two (2) Vesting Computation Periods.

**Adjustments to Years of Service for Vesting**

- Service Before the Original Effective Date of the Plan included
- Service Before the Original Effective Date of the Plan excluded
- Service Before the Effective Date of this amended and restated Plan included
- Service Before the Effective Date of this amended and restated Plan excluded
- Unused Sick Leave included
- Unused Annual Leave included
- Other Adjustments to Years of Service for Vesting (See Additional Provisions Addendum)
- Exclude Service before a five-year Break in Service or Period of Severance (as applicable) for purposes of Vesting in amounts accrued after Reemployment Commencement Date

### ARTICLE III: PARTICIPATION AND SERVICE

#### 3.01 PARTICIPATION ELIGIBILITY

##### Eligibility Date Determination for Employee Contributions

- [--] The Eligible Employee's Employment Commencement Date
- [--] Date on which the Eligible Employee completes \_\_\_\_\_ ( ) Year(s) of Service
- [--] Date on which the Eligible Employee attains age ( \_\_\_\_\_ ) ( )
- [--] The earlier of the date on which the Eligible Employee completes \_\_\_\_\_ ( ) Years of Service or attains age \_\_\_\_\_ ( )
- [--] Other Eligibility Date for Employee Contributions (See Additional Provisions Addendum)

##### Eligibility Date Determination for Employer Basic Contributions

- [--] The Eligible Employee's Employment Commencement Date
- [--] Date on which the Eligible Employee completes \_\_\_\_\_ ( ) Year(s) of Service
- [--] Date on which the Eligible Employee attains age ( \_\_\_\_\_ ) ( )
- [--] The earlier of the date on which the Eligible Employee completes \_\_\_\_\_ ( ) Years of Service or attains age \_\_\_\_\_ ( )
- [--] Other Eligibility Date for Basic Contributions (See Additional Provisions Addendum)

##### Eligibility Date Determination for Employer Discretionary Contributions

- [--] The Eligible Employee's Employment Commencement Date
- [--] Date on which the Eligible Employee completes \_\_\_\_\_ ( ) Year(s) of Service
- [--] Date on which the Eligible Employee attains age ( \_\_\_\_\_ ) ( )
- [--] The earlier of the date on which the Eligible Employee completes \_\_\_\_\_ ( ) Years of Service or attains age \_\_\_\_\_ ( )
- [--] Other Eligibility Date for Discretionary Contributions (See Additional Provisions Addendum)

##### Eligibility Date Determination for Employer Matching Contributions

- [--] The Eligible Employee's Employment Commencement Date
- [--] Date on which the Eligible Employee completes \_\_\_\_\_ ( ) Year(s) of Service
- [--] Date on which the Eligible Employee attains age ( \_\_\_\_\_ ) ( )
- [--] The earlier of the date on which the Eligible Employee completes \_\_\_\_\_ ( ) Years of Service or attains age \_\_\_\_\_ ( )
- [--] Other Eligibility Date for Matching Contributions (See Additional Provisions Addendum)

**3.06 ELECTION NOT TO PARTICIPATE**

- [--] Employees may elect out of participating in the Plan. (Note: If the Plan provides for Mandatory Employee Contributions, the election must be provided prior to the time the Employee first becomes eligible to participate in any qualified Plan sponsored by the Employer.)
- [X] Employees may not elect out of participating in the Plan.

**ARTICLE IV: CONTRIBUTIONS**

**4.01 EMPLOYEE CONTRIBUTIONS**

**Mandatory Employee Contributions**

- [X] Not Required
- [--] Required in the amount of \_\_\_\_\_ (\_\_\_\_%) of Compensation per payroll period effective as of \_\_\_\_\_ [May not exceed 100%.]

**Employee After Tax Contributions**

- [X] Not Permitted
- [--] Permitted up to \_\_\_\_ % of Compensation [May not exceed 100%.]
- [--] Not currently permitted but the Employer maintains a frozen or transferred after-tax Employee Contribution Account.

**4.02 EMPLOYER BASIC AND DISCRETIONARY CONTRIBUTIONS**

**Employer Basic Contributions (May not exceed 100% of Compensation unless a lower maximum percentage is noted below.)**

- [X] No Basic Contributions
- [--] Basic Contributions equal to \_\_\_\_\_ percent (\_\_\_\_%) of each Participant's Compensation (not to exceed 25%)
- [--] Basic Contributions in a flat dollar amount equal to \_\_\_\_\_ dollars (\$\_\_\_\_) for each Participant
- [--] Basic Contributions allocated based on Points equal to \$\_\_\_\_\_ times number of each Participant's points.
- [--] Points for each year of age (in whole numbers): \_\_\_\_\_
- [--] Points for each Year of Service (in whole numbers): \_\_\_\_\_
- [--] Points for each unit of Compensation: \_\_\_\_\_
- [--] A unit of Compensation is \_\_\_\_\_
- [--] Maximum Years of Service taken into account, if any: \_\_\_\_\_
- [--] Each Participant's allocation shall bear the same relationship to the Employer Contribution as the number of his or her total point bears to all points awarded.
- [--] Other Basic Contribution Formula (See Additional Provisions Addendum)

Basic Contributions shall be made:

- On a payroll basis
- On a monthly basis
- On a quarterly basis
- On an annual basis
- Other Basic Contribution remittance period: \_\_\_\_\_ (must be at least annual)
- Basic Contributions made more frequently than on an annual basis will be recalculated ("trued-up") at the end of the year. If this box is not checked, Basic Contributions will not be recalculated at the end of the year.

**Eligibility Requirements for Basic Contributions**

- No additional requirements
- Participant must be employed by the Employer on the last day of the Plan Year
- Participant must earn at least 501 Hours of Service during the Plan Year
- Participant must earn at least 1000 Hours of Service during the Plan Year
- Participants who become disabled, or die while employed with the Employer and Participants who die while performing qualified military service, are excepted from any last day or Hours of Service requirements.
- Other Eligibility Requirements for Basic Contributions (See Additional Provisions Addendum)

**Employer Discretionary Contributions (May not exceed 100% of Compensation unless a lower maximum percentage is noted below.)**

- No Discretionary Contributions
- Discretionary Contributions as determined each year by the Employer using the following Allocation Formula:
  - Pro-Rata Based on Compensation
    - Each Participant is credited with a portion of the Employer Contribution for the Plan Year equal to the ratio that the Participant's Compensation for the Plan Year bears to all Participants' Compensation for the Plan Year
  - Fixed Dollar Formula
    - Each Participant shall be credited with an equal dollar amount
  - Discretionary Contributions allocated based on Points
  - Other Formula for Discretionary Contributions (See Additional Provisions Addendum)

Discretionary Contributions shall be made:

- On a payroll basis
- On a monthly
- On a quarterly basis
- On an annual basis
- Other remittance period for Discretionary Contributions: \_\_\_\_\_ (must be at least annual)

- Discretionary Contributions made more frequently than on an annual basis will be recalculated ("trued-up") at the end of the year. If this box is not checked, Discretionary Contributions will not be recalculated at the end of the year.

**Eligibility Requirements for Discretionary Contributions**

- No additional requirements [**Must elect if made less frequently than annually**]
- Participant must be employed by the Employer on the last day of the Plan Year
- Participant must earn at least 501 Hours of Service during the Plan Year
- Participant must earn at least 1000 Hours of Service during the Plan Year
- Participants who become disabled, or die while employed with the Employer and Participants who die while performing qualified military service, are excepted from any last day or Hours of Service requirements.
- Other Eligibility Requirements for Discretionary Contributions (See Additional Provisions Addendum)

**4.03 EMPLOYER MATCHING CONTRIBUTIONS**

**(Matching Contributions may not exceed 100% of Compensation.)**

- No Matching Contributions on amounts Participants contribute to the 457(b) Eligible Deferred Compensation Plan
- Matching Contributions equal to \_\_\_\_\_ percent (\_\_\_%) of the first \_\_\_\_\_ (\_\_\_%) on amounts Participants contribute to the 457(b) Eligible Deferred Compensation Plan. The maximum Matching Contribution shall be no more than \_\_\_\_\_ (\_\_\_%) of Compensation or \$(N/A).
- Matching Contributions equal to \_\_\_\_\_ percent (\_\_\_%) of the first \_\_\_\_\_ percent (\_\_\_%) on amounts Participants contribute to the 457(b) Eligible Deferred Compensation Plan and \_\_\_\_\_ percent (\_\_\_%) of the next \_\_\_\_\_ percent (\_\_\_%) so contributed and \_\_\_\_\_ percent (\_\_\_%) of the next \_\_\_\_\_ percent (\_\_\_%) so contributed. The maximum Matching Contribution shall be no more than \_\_\_\_\_ percent (\_\_\_%) of Compensation or \$\_\_\_\_\_.
- Matching Contributions equal to \_\_\_\_\_ percent (\_\_\_%) of amounts Participants contribute to the 457(b) Eligible Deferred Compensation Plan.
- Other Matching Contribution Formula (See Additional Provisions Addendum)
- Discretionary Matching Contributions as determined each year by the Employer
- Matching Contributions shall be made on the following types of deferrals:
- Deferral Contributions the 457(b) Eligible Deferred Compensation Plan
- Catch-up Contributions the 457(b) Eligible Deferred Compensation Plan
- Roth Contributions under the 457(b) Eligible Deferred Compensation Plan
- Matching Contributions shall be calculated based on the lowest whole percentage of Compensation deferred by the Participant (no fractions)
- Matching Contributions shall be made:
- On a payroll basis
- On a monthly basis

- On a quarterly basis
- On an annual basis
- Other remittance period for Matching Contributions: \_\_\_\_\_ (must be at least annual)
- Matching Contributions made more frequently than on an annual basis will be recalculated ("trued-up") at the end of the year. If this box is not checked, Matching Contributions will not be recalculated at the end of the year.

**Employer Matching Contribution Eligibility Requirements**

- No requirements [Must elect if made more frequently than annually]
- Participant must be employed by the Employer on the last day of the Plan Year
- Participant must earn at least 501 Hours of Service during the Plan Year
- Participant must earn at least 1000 Hours of Service during the Plan Year
- Participants who become disabled, or die while employed with the Employer and Participants who die while performing qualified military service, are excepted from any last day or Hours of Service requirements.
- Other Matching Contribution Eligibility Requirements (See Additional Provisions Addendum)

**4.05 ROLLOVER CONTRIBUTIONS**

- No rollovers permitted
- Eligible rollover contributions permitted to be made by:
- Eligible Employees, whether or not a Plan Participant
- Plan Participants Only

**4.07 QUALIFIED MILITARY SERVICE**

**Employer Contributions (Other Than Matching) Upon Return to Employment**

- Mandatory Employee Contributions required to receive Employer Contributions

**Employer Matching Contributions Upon Return to Employment**

- Elective deferrals under the Employer's 457(b) Plan must be made up to receive Employer Matching Contributions
- Elective deferrals under the Employer's 457(b) Plan ARE NOT required to be made up receive Employer Matching Contributions. Employee is deemed to have made maximum deferrals permitted.

**Employer Contributions Upon Death**

- Employer Contributions made for a Participant who dies during Qualified Military Service
- Employer Basic Contributions
- Employer Discretionary Contributions
- Employer Matching Contributions

**Employer Contributions Upon Disability**

- Employer Contributions made for a Disabled Participant during Qualified Military Service:
- Employer Basic Contributions
- Employer Discretionary Contributions
- Employer Matching Contributions

**Vesting Upon Disability**

- Service for vesting purposes granted to a Disabled Participant during Qualified Military Service. (Must select if making Employer Contributions for Disabled Participants)

**Differential Wage Payments**

- Differential Wage Payments treated as Compensation during Qualified Military Service

**ARTICLE V: ALLOCATIONS TO PARTICIPANTS' ACCOUNTS**

**5.03 CODE SECTION 415 LIMITATIONS ON CONTRIBUTIONS**

**Maximum Permissible Amount for Participants Covered by Another Plan**

- Reduce Annual Additions in this Plan by amounts contributed to other plans (default provision)
- Maximum Contributions up to Section 415 limit made to this Plan
- See Additional Provisions Addendum.

**ARTICLE VI: RETIREMENT/SEVERANCE BENEFITS/IN-SERVICE DISTRIBUTIONS**

**6.02 VESTING SCHEDULE**

Additional rows may be added to any option to the extent permissible under the Plan document. An Additional Provisions Addendum may be completed for purposes of providing different Vesting Schedules for different classes of Participants. Any cliff vesting schedule must be at least as favorable as 15-year cliff (20-year cliff for a class in which substantially all of the participants are qualified public safety employees as defined in Internal Revenue Code Section 72(t)(10)(B)). Any graded vesting schedule must be at least as favorable as 5-20 year graded.

**Vesting for Employer Basic Contribution**

- 100% Vesting immediately upon Entry Date
- | <u>Full Years of Service With the Employer</u> | <u>Percent Vested in Account</u> |
|--|----------------------------------|
| Less than ____ ( ) years                       | 0 %                              |
| _____ ( ) years or more                        | 100 %                            |
- | <u>Full Years of Service With the Employer</u> | <u>Percent Vested in Account</u> |
|--|----------------------------------|
|--|----------------------------------|



<b>Less than 1 year</b>	<b>0%</b>
<b>1 year</b>	<b>33%</b>
<b>2 years</b>	<b>66%</b>
<b>3 years or more</b>	<b>100%</b>

[--] Other Vesting Schedule for Basic Contributions (See Additional Provisions Addendum)

**Vesting for Employer Discretionary Contribution**

[--] 100% Vesting immediately upon Entry Date

<u>Full Years of Service With the Employer</u>	<u>Percent Vested in Account</u>
___ years	___%
___ years	___%
___ years	___%
___ years	___%
___ years	___%
___ years or more	___%
Less than ( ) years	0 %
___ ( ) years or more	100 %

[--] Other Vesting Schedule for Discretionary Contributions (See Additional Provisions Addendum)

**Vesting for Employer Matching Contribution**

[--] 100% Vesting immediately upon Entry Date

<u>Full Years of Service With the Employer</u>	<u>Percent Vested in Account</u>
___ years	___%
___ years	___%
___ years	___%
___ years	___%
___ years	___%
___ years or more	___%
Less than ( ) years	0 %
___ ( ) years or more	100 %

[--] Other Vesting Schedule for Employer Matching Contributions (See Additional Provisions Addendum)

**6.04 IN-SERVICE WITHDRAWALS.**

- [--] No in-service withdrawals permitted
- [X] In-Service withdrawals shall be permitted as designated below.
  - [--] After-tax Accounts may be withdrawn at any time
  - [X] Rollover Accounts may be withdrawn at any time
  - [--] Withdrawals from vested Accounts on and after attainment of age \_\_\_\_\_
  - [--] Withdrawals from vested Accounts on and after Normal Retirement Age
  - [X] Active Military Distribution

- Withdrawal after \_\_\_\_\_ years of participation (must be at least 5) of the lesser of \_\_\_\_\_ (specify a dollar amount) or 100% of the Participant's Vested Account
- Other conditions for In-Service withdrawals (See In-Service Withdrawal Addendum) (Must be at least as restrictive as the options available above).

## **ARTICLE VII: DEATH BENEFITS**

### **7.01 DEATH BENEFITS**

- Death benefits paid in one lump sum
- Death Benefits paid in any form permitted under the Plan for Participants
- Other forms of Death Benefit payment (see Forms of Payment Addendum)

## **ARTICLE VIII: PAYMENT OF BENEFITS**

### **8.01 NORMAL PAYMENT FORMS**

- Distributions may be made in one lump sum only
- Distributions may be made in any form provided in Section 8.01(a)(i) and (ii) (Lump sums or installment)
- Other forms of distributions permitted (see Forms of Payment Addendum)

### **8.05 PARTICIPANT CONSENT TO DISTRIBUTIONS.**

- The Employer shall not cash-out de minimis Accounts without the consent of the Participant or Beneficiary.
- If the vested Account balance payable to an individual is less than or equal to the cash out limit as designated below, such Account may be distributed without the consent of the Participant (or Beneficiary). (Note: Any distribution greater than \$1,000 that is made to a Participant without the Participant's consent before the Participant attains Normal Retirement Age, will be rolled over to an individual retirement plan designated by the Third Party Service Provider.)
- \$1000 or less
- The dollar amount specified in Code Section 411(a)(11)(A) (\$5,000 or less as of January 1, 2018).

## ARTICLE IX: TRUST FUND INVESTMENTS

### 9.03 PARTICIPANT DIRECTION OF INVESTMENTS

#### Accounts Invested by Participants

[X]	Participants direct investment of all Accounts		
[--]	Direct investment of following Accounts only:	<u>Participant</u>	<u>Employer</u>
	Employee Mandatory Contribution Account	[--]	[--]
	Employee After-Tax Contribution Account	[--]	[--]
	Employer Basic Contribution Account	[--]	[--]
	Employer Discretionary Contribution Account	[--]	[--]
	Employer Matching Contribution Account	[--]	[--]

#### Self-directed Brokerage

[X]	Self-directed Brokerage not permitted		
[--]	Self-directed Brokerage permitted for all Participants' Accounts		
[--]	Self-directed Brokerage permitted for following Accounts only:	<u>Yes</u>	<u>No</u>
	Employee Mandatory Contribution Account	[--]	[--]
	Employee After-Tax Contribution Account	[--]	[--]
	Employer Basic Contribution Account	[--]	[--]
	Employer Discretionary Contribution Account	[--]	[--]
	Employer Matching Contribution Account	[--]	[--]

## **MISCELLANEOUS**

### **ADDITIONAL PROVISIONS AND PROTECTED BENEFITS**

- [X] The Employer has included certain provisions that are not delineated in this Adoption Agreement but are consistent with provisions in the ACCG Basic Plan Document and are described in the Additional Provisions Addendum.

Note: The Plan may include provisions that are protected under State law. Protected Benefits under Code Section 411(d)(6) do not apply to governmental plans.

### **SUPERSEDING PROVISIONS**

- [--] The Employer has completed the Plan Superseding Provision Addendum to show the provisions of the Plan that supersede provisions of this Adoption Agreement or the Basic Plan Document.

Note: if the Employer elects superseding provisions, the Employer may not be able to rely on ACCG's Preapproved Plan opinion letter for qualification of its Plan. In addition such superseding provision may in certain circumstances affect the Plan's status as a preapproved Plan eligible for the 6 year remedial amendment cycle.

### **RELIANCE ON OPINION LETTER**

An adopting Employer may rely on an opinion letter issued by the Internal Revenue Service as evidence that this Plan is qualified under Code Section 401 only to the extent provided in section 7.02 of Rev. Proc. 2017-41. The Employer may not rely on the opinion letter in certain other circumstances or with respect to certain qualification requirements that are specified in the opinion letter issued with respect to this Plan and in Section 7.03 of Rev. Proc. 2017-41. In order to have reliance in such circumstances or with respect to such qualification requirements, application for a determination letter must be made to Employee Plan Determinations of the Internal Revenue Service, if eligible.

Failure to properly complete this Adoption Agreement and failure to operate the Plan in accordance with the terms of the Plan document may result in disqualification of the plan.

This Adoption Agreement may be used only in conjunction with the ACCG Basic Plan document. ACCG will inform the adopting Employer of any amendments made to the Plan or of the discontinuance or abandonment of the preapproved document.

### **ELECTRONIC SIGNATURE AND RECORDS**

This Adoption Agreement, and any amendment thereto, may be executed or affirmed by an electronic signature or electronic record permitted under applicable law or regulation, provide the type or method of electronic signature or electronic record is acceptable to the Trustees.

### **ACCG BASIC PLAN DOCUMENT INFORMATION**

Preapproved Plan Sponsor:

Association County Commissioners of Georgia  
191 Peachtree Street #700  
Atlanta, Ga 3030  
(404) 522-5022

ACCG will inform the Employer of any amendments made to the Plan or if the Plan is discontinued or abandoned by ACCG.

The ACCG Basic Plan Document and accompanying Adoption Agreement together comprise the Preapproved Defined Contribution Plan. It is the responsibility of the adopting Employer to review this preapproved plan document with its legal counsel to ensure that the preapproved plan is suitable for the Employer and that the Adoption Agreement has been properly completed prior to signing.

**LEE COUNTY**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ACCEPTANCE (on behalf of the DC Board):**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **PRIOR SERVICE ADDENDUM**

**Use this Prior Service Addendum to indicate prior employers or types of service that will be recognized as Vesting Service or Eligibility Service**

## **IN-SERVICE WITHDRAWAL ADDENDUM**

- (A) Other In-service Withdrawal Provisions – In service withdrawals from a Participant's Accounts specified below shall be available to Participants who satisfy the requirements also specified below (must be at least as restrictive as the options in Section 6.04 of the Adoption Agreement):

**ADDITIONAL PROVISIONS ADDENDUM**

Additional Provision(s): The following provisions supplement and, to the degree described herein, supersede other provision of this Adoption Agreement and the Basic Plan Document. Each provision of the Adoption Agreement for which an Additional Provision Addendum is available may be modified (i) to the extent permitted in this Additional Provisions Addendum, to the extent permitted by the Adoption Agreement and/or to the extent permitted by the Basic Plan Document; (ii) to apply different Adoption Agreement elections to different groups of Employees or Participants, as applicable; and (iii) as described in both (i) and (ii). If different provisions apply to different groups of Employees or Participants, the provision subject to modification shall be reproduced in its entirety for each group of Employees or Participants. Any permitted election in the Adoption Agreement may be modified in an Additional Provision Addendum solely for purposes of applying different elections to different groups of Employees or Participants. Any election made in an Additional Provisions Addendum must satisfy the definite written program requirement of Treasury regulations section 1.401-1(a)(2).

**2.09 COMPENSATION**

**Compensation Defined**

The following definition of Compensation applies to:

- All Participants
- Only the following Participants: \_\_\_\_\_
- Amounts as defined in Code Section 3401(a) for purposes of income tax withholding at the source (as reported to the Employee on IRS Form W-2 for such year)
- Includes Differential Wage Payments
- Excludes Differential Wage Payments
- Short Plan Years use Compensation only during short year (Default provision)
- Short Plan Years use Compensation for entire year
- Includes the following: \_\_\_\_\_
- Excludes the following: \_\_\_\_\_

**2.11 DISABILITY OR DISABLED**

The following definition of Disability applies to:

- All Participants
- Only the following Participants: \_\_\_\_\_
- Entitled to disability retirement benefits under the federal Social Security Act
- Entitled to benefits under long term disability plan or policy of Employer
- Other: \_\_\_\_\_ (May not permit the Employer's chosen physician to be the sole determinant of Disability.)



**2.17 ELIGIBLE EMPLOYEE**

Employees may not be included or excluded by name, but only by employee classification (which may be modified to include specific dates) or job title, and only if the employee classification or job title satisfies the definitely determinable requirement under Treasury regulation 1.401-1(a)(2).

<u>Employees, other than Elected Officials</u>		Include	Exclude
The following definition of Employees, other than Elected Officials, applies to:			
[--]	All Participants		
[--]	Only the following Participants: _____		
	All Employees	[--]	[--]
	Senior Management Only (Specify eligible positions: _____)	[--]	[--]
	Full-time Employees only	[--]	[--]
[--]	Working for the Employer at least _____ Hours of Service per week for Compensation		
[--]	Other Definition of Full-time: _____	[--]	[--]
[--]	Grant-funded Employees ( <i>List employee classifications and check "Include" or "Exclude" as appropriate.</i> )		
	_____	[--]	[--]
	_____	[--]	[--]
[--]	Other Definition of Eligible Employees other than Elected Officials: ( <i>List employee classifications and check "Include" or "Exclude" as appropriate.</i> )		
	_____	[--]	[--]
	_____	[--]	[--]
<b><u>Elected or Appointed Officials of the Employer (Not eligible for a State of Georgia Retirement System)</u></b>			
	County Commissioners	[--]	[--]
	Coroner	[--]	[--]
[--]	Other Elected Official (Not eligible for a State of Georgia Retirement System) ( <i>List and check "Include" or "Exclude" as appropriate.</i> )		
	_____	[--]	[--]
	_____	[--]	[--]
<b><u>Elected or Appointed Officials of the Employer (Eligible for one or more State of Georgia Retirement Systems)</u></b>			
	Sheriff	[--]	[--]
	Tax Commissioner (elected before 7/1/2012)	[--]	[--]
	Clerk of Superior Court	[--]	[--]
	Chief Magistrate Judge	[--]	[--]

	Assistant Magistrate Judge(s)	--	--
	Probate Court Judge	--	--
[--]	Other Elected or Appointed Officials of the Employer (Eligible for one or more State of Georgia Retirement Systems) ( <i>List and check "Include" or "Exclude" as appropriate.</i> )		
		<b>Include</b>	<b>Exclude</b>
	_____	--	--
	_____	--	--
	<b><u>Other Elected or Appointed Officials Eligible for Limited Plan Participation (Based Solely on Allowable Compensation under Georgia law)</u></b>		
	State Court Judge	--	--
	Superior Court Judge	--	--
	Solicitor or Solicitor General	--	--
	District Attorney	--	--
[--]	Other Elected or Appointed Officials Eligible for Limited Plan Participation (Based Solely on Allowable Compensation under Georgia law) ( <i>List and check "Include" or "Exclude" as appropriate.</i> )		
	_____	--	--
	_____	--	--
	<b><u>Other Personnel Receiving Supplemental Compensation from the Employer</u></b>		
[--]	Other Personnel Receiving Supplemental Compensation from the Employer ( <i>List and check "Include" or "Exclude" as appropriate.</i> )		
	_____	--	--
	_____	--	--
	<b><u>Excluded Employees</u></b>		
	Excluded employees as provided in Section 2.17 of the ACCG Basic Plan Document	--	--
	Excluded employees as provided in Section 2.17 of the ACCG Basic Plan Document other than:	--	--
	Individuals electing into a retirement system sponsored by the State of Georgia are included to the extent permitted under Georgia law	--	--
	Tax commissioners, collectors and receivers and their employees who took office or and after July 1 2012, who participate in a retirement system sponsored by the State of Georgia	--	--
	Juvenile Court Judges	--	--
	Nonresident Aliens	--	--

- Other Excluded Employees (List and check "Include" or "Exclude" as appropriate.)
  - All Employees except those who hold a position listed under the heading, "Senior Management Only (Specify Eligible Positions)" in Adoption Agreement Section 2.17 and whose Employment Commencement Date is listed immediately following such position.  [X]
  - \_\_\_\_\_  [--]  [--]
- Grant-Funded Employees (List and check "Include" or "Exclude" as appropriate.)
  - \_\_\_\_\_  [--]  [--]
  - \_\_\_\_\_  [--]  [--]

**2.28 ENTRY DATE**

**Entry Date for Employee Contributions**

The following Entry Date for Employee Contributions applies to:

- All Participants
- Only the following Participants: \_\_\_\_\_
- The first day of the first pay period beginning on or after the January 1<sup>st</sup> that the Participant first meets the eligibility requirements
- The first day of the first pay period beginning on or after the date the Participant first meets the eligibility requirements
- The first day of the first pay period of the month on or after the Participant first meets the eligibility requirements
- The first day of the first pay period of the calendar quarter on or after the Participant first meets the eligibility requirements
- Other Entry Date for Employee Contributions: *the first day of the pay period beginning on or after the following date:* \_\_\_\_\_

**Entry Date for Employer Basic Contributions**

The following Entry Date for Employer Basic Contributions applies to:

- All Participants
- Only the following Participants: \_\_\_\_\_
- The first day of the first pay period beginning on or after the January 1<sup>st</sup> that the Participant first meets the eligibility requirements
- The first day of the first pay period beginning on or after the date the Participant first meets the eligibility requirements
- The first day of the first pay period of the month on or after the Participant first meets the eligibility requirements
- The first day of the first pay period of the calendar quarter on or after the Participant first meets the eligibility requirements
- Other Entry Date for Basic Contributions: \_\_\_\_\_

- Whichever option is selected above or below, but no earlier than \_\_\_\_\_ (insert date)
- The first day of the \_\_\_\_\_ (insert a designation other than "first") pay period beginning on or after the \_\_\_\_\_ (insert a date other than January 1<sup>st</sup>) that the date the Participant first meets the eligibility requirement
- The first day of the \_\_\_\_\_ (insert a designation other than "first") pay period beginning on or after the date the Participant first meets the eligibility requirements
- The first day of the \_\_\_\_\_ pay period of the \_\_\_\_\_ month on or after the Participant first meets the eligibility requirements
- The first day of the \_\_\_\_\_ pay period of the \_\_\_\_\_ calendar quarter on or after the Participant first meets the eligibility requirements

**Entry Date for Employer Discretionary Contributions**

The following Entry Date for Employer Discretionary Contributions applies to:

- All Participants
- Only the following Participants: \_\_\_\_\_
- The first day of the first pay period beginning on or after the January 1<sup>st</sup> that the Participant first meets the eligibility requirements
- The first day of the first pay period beginning on or after the date the Participant first meets the eligibility requirements
- The first day of the first pay period of the month on or after the Participant first meets the eligibility requirements
- Whichever option is selected above or below, but no earlier than \_\_\_\_\_ (insert date)
- The first day of the \_\_\_\_\_ (insert a designation other than "first") pay period beginning on or after the \_\_\_\_\_ (insert a date other than January 1<sup>st</sup>) that the date the Participant first meets the eligibility requirement
- The first day of the \_\_\_\_\_ (insert a designation other than "first") pay period beginning on or after the date the Participant first meets the eligibility requirements
- The first day of the \_\_\_\_\_ pay period of the \_\_\_\_\_ month on or after the Participant first meets the eligibility requirements
- The first day of the \_\_\_\_\_ pay period of the \_\_\_\_\_ calendar quarter on or after the Participant first meets the eligibility requirements

**Entry Date for Employer Matching Contributions**

The following Entry Date for Employer Matching Contributions applies to:

- All Participants
- Only the following Participants: \_\_\_\_\_
- The first day of the first pay period beginning on or after the January 1<sup>st</sup> that the Participant first meets the eligibility requirements
- The first day of the first pay period beginning on or after the date the Participant first meets the eligibility requirements
- The first day of the first pay period of the month on or after the Participant first meets the eligibility requirements
- The first day of the first pay period of the calendar quarter on or after the Participant first meets the eligibility requirements

- [--]                    Whichever option is selected above or below, but no earlier than \_\_\_\_\_ *(insert date)*
- [--]                    The first day of the \_\_\_\_\_ *(insert a designation other than "first")* pay period beginning on or after the \_\_\_\_\_ *(insert a date other than January 1<sup>st</sup>)* that the date the Participant first meets the eligibility requirement
- [--]                    The first day of the \_\_\_\_\_ *(insert a designation other than "first")* pay period beginning on or after the date the Participant first meets the eligibility requirements
- [--]                    The first day of the \_\_\_\_\_ pay period of the \_\_\_\_\_ month on or after the Participant first meets the eligibility requirements
- [--]                    The first day of the \_\_\_\_\_ pay period of the \_\_\_\_\_ calendar quarter on or after the Participant first meets the eligibility requirements

**2.61    YEAR OF SERVICE**

**Adjustments to Years of Service for Eligibility Purposes**

**Include    Exclude**

The following adjustments to Years of Service for Eligibility Purposes applies to:

- |      |  |      |      |
|------|--|------|------|
| [--] | All Participants   | [--] | [--] |
| [--] | Only the following Participants: _____   | [--] | [--] |
| [--] | Service Before the Original Effective Date of the Plan included  | [--] | [--] |
| [--] | Service Before the Original Effective Date of the Plan excluded  | [--] | [--] |
| [--] | Service Before the Effective Date of this amended and restated Plan included   | [--] | [--] |
| [--] | Service Before the Effective Date of this amended and restated Plan excluded   | [--] | [--] |
| [--] | Service before a five-year Break in Service or Period of Severance (as applicable) for purposes of Eligibility to participate after a Reemployment Commencement Date | [--] | [--] |
| [--] | Other Adjustments to Years of Service for Eligibility:   |      |      |
|      | Include: _____   | [--] | [--] |
|      | Exclude: _____   | [--] | [--] |

**Adjustments to Years of Service for Vesting Purposes**

The following adjustments to Years of Service for Vesting Purposes applies to:

- |      |  |      |      |
|------|--|------|------|
| [--] | All Participants   |      |      |
| [--] | Only the following Participants: _____                                       |      |      |
| [--] | Service Before the Original Effective Date of the Plan included              | [--] | [--] |
| [--] | Service Before the Original Effective Date of the Plan excluded              | [--] | [--] |
| [--] | Service Before the Effective Date of this amended and restated Plan included | [--] | [--] |

- Service Before the Effective Date of this amended and restated Plan excluded
- Service before a five-year Break in Service or Period of Severance (as applicable) for purposes of Vesting in amounts accrued after Reemployment Commencement Date
- Other Adjustments to Years of Service for Vesting:
  - Include: \_\_\_\_\_
  - Exclude: \_\_\_\_\_

**3.01 PARTICIPATION ELIGIBILITY**

**Eligibility Date Determination for Employee Contributions**

The following Eligibility Date for Employee Contributions applies to:

- All Participants
- Only the following Participants: \_\_\_\_\_
- The Eligible Employee's Employment Commencement Date
- Date on which the Eligible Employee completes \_\_\_\_\_ ( ) Year(s) of Service
- Date on which the Eligible Employee attains age ( ) ( )
- The earlier of the date on which the Eligible Employee completes \_\_\_\_\_ ( ) Years of Service or attains age \_\_\_\_\_ ( )
- Other Eligibility Date for Employee Contributions: \_\_\_\_\_ *(Must be based on service, age or a combination of service and age.)*

**Eligibility Date Determination for Employer Basic Contributions**

The following Eligibility Date for Employer Basic Contributions applies to:

- All Participants
- Only the following Participants: \_\_\_\_\_
- The Eligible Employee's Employment Commencement Date
- Date on which the Eligible Employee completes \_\_\_\_\_ ( ) Year(s) of Service
- Date on which the Eligible Employee attains age ( ) ( )
- The earlier of the date on which the Eligible Employee completes \_\_\_\_\_ ( ) Years of Service or attains age \_\_\_\_\_ ( )
- Other Eligibility Date for Basic Contributions \_\_\_\_\_ *(Must be based on service, age or a combination of service and age.)*

**Eligibility Date Determination for Employer Discretionary Contributions**

The following Eligibility Date for Employer Discretionary Contributions applies to:

- All Participants
- Only the following Participants: \_\_\_\_\_
- The Eligible Employee's Employment Commencement Date

- [--] Date on which the Eligible Employee completes \_\_\_\_\_ ( ) Year(s) of Service
- [--] Date on which the Eligible Employee attains age ( ) ( )
- [--] The earlier of the date on which the Eligible Employee completes \_\_\_\_\_ ( ) Years of Service or attains age \_\_\_\_\_ ( )
- [--] Other Eligibility Date for Discretionary Contributions \_\_\_\_\_  
*(Must be based on service, age or a combination of service and age.)*

**Eligibility Date Determination for Employer Matching Contributions**

The following Eligibility Date for Employer Matching Contributions applies to:

- [--] All Participants
- [--] Only the following Participants: \_\_\_\_\_
- [--] The Eligible Employee’s Employment Commencement Date
- [--] Date on which the Eligible Employee completes \_\_\_\_\_ ( ) Year(s) of Service
- [--] Date on which the Eligible Employee attains age ( ) ( )
- [--] The earlier of the date on which the Eligible Employee completes \_\_\_\_\_ ( ) Years of Service or attains age \_\_\_\_\_ ( )
- [--] Other Eligibility Date for Matching Contributions \_\_\_\_\_  
*(Must be based on service, age or a combination of service and age.)*

**3.02 PARTICIPATION UPON REEMPLOYMENT**

The following special rules for Participation Upon Reemployment apply to:

- [--] All Participants
- [--] Only the following Participants: \_\_\_\_\_
- [--] Upon the Eligible Employee’s Reemployment Commencement Date, the Eligible Employee shall have the following status in the Plan based on his status as of his most recent Severance Date:
  - [--] (a) If the Eligible Employee was a Participant, he shall reenter the Plan as a Participant on \_\_\_\_\_ *(describe the applicable date.)*
  - [--] (b) If the Eligible Employee had satisfied the Plan’s eligibility conditions but had not become a Participant, he shall become a Participant on the \_\_\_\_\_ *(earlier or later)* of \_\_\_\_\_ *(describe the applicable date.)* or \_\_\_\_\_ *(describe the applicable date.)*
  - [--] (c) If the Eligible Employee had not satisfied the Plan’s eligibility conditions, he \_\_\_\_\_ *(shall or shall not)* receive \_\_\_\_\_ *(all or the portion described)* previous Years of Service and shall become a Participant on \_\_\_\_\_ *(describe the date)*

**4.02 EMPLOYER BASIC AND DISCRETIONARY CONTRIBUTIONS**

**Employer Basic Contributions**

The following Employer Basic Contribution shall apply to:

- [--] All Participants

- Only the following Participants: \_\_\_\_\_
- No Basic Contributions
- Basic Contributions equal to \_\_\_\_\_ percent (\_\_\_ %) of each Participant's Compensation (not to exceed 25% )
- Basic Contributions in a flat dollar amount equal to \_\_\_\_\_ dollars (\$\_\_\_) for each Participant
- Basic Contributions allocated based on Points equal to \$\_\_\_\_\_ times the number of each Participant's points. *(Complete Description of Points below.)*
- Basic Contributions allocated based on Points (or ranges of Points) equal to the following percentage of each Participant's Compensation (not to exceed 25% or the same flat dollar amount). *(Complete Description of Points below.)*

<u>Number of Points</u>	<u>\$ Amount</u>	<u>% of Compensation</u>
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %

- Points for each year of age (in whole numbers): \_\_\_\_\_
- Points for each Year of Service (in whole numbers): \_\_\_\_\_
- Points for each unit of Compensation: \_\_\_\_\_
- A unit of Compensation is \_\_\_\_\_
- Maximum Years of Service taken into account, if any: \_\_\_\_\_
- Each Participant's allocation shall bear the same relationship to the Employer Contribution as the number of his or her total Points bears to all Points awarded
- Other Basic Contribution Formula *(Must be a combination of the options above, e.g., 2% of Compensation, but not more than \$1500; 2% of the first \$70,000 of Compensation, or a percentage of Compensation based on Points or ranges of Points)* \_\_\_\_\_

Basic Contributions shall be made:

- On a payroll basis
- On a monthly basis
- On a quarterly basis
- On an annual basis
- Other Basic Contribution remittance period *(Must be based on one or more of the options above, such as semi-monthly or quarterly with an annual true-up.)* \_\_\_\_\_

**Eligibility Requirements for Basic Contributions**

- No additional requirements



- [--] Participant must be employed by the Employer on the last day of the Plan Year
- [--] Participant must earn at least 501 Hours of Service during the Plan Year
- [--] Participant must earn at least 1000 Hours of Service during the Plan Year
- [--] Participants who become disabled, or die while employed with the Employer and Participants who die while performing qualified military service, are excepted from any last day or Hours of Service requirements.
- [--] Other Eligibility Requirements for Basic Contributions *(Must be a combination of employment date and a minimum number of Hours of Service during a specified period of time, but no Hour of Service requirement shall, if extrapolated to a Plan Year basis, require more than 2,080 Hours of Service/Plan Year. For example, 40 Hours of Service/week or 173/month is acceptable; 42 hours/week or 175/month is not.):* \_\_\_\_\_

**Employer Discretionary Contributions**

The following Employer Discretionary Contribution shall apply to:

- [--] All Participants
- [--] Only the following Participants: \_\_\_\_\_
- [--] No Discretionary Contributions
- [--] Discretionary Contributions as determined each year by the Employer using the following Allocation Formula:
  - [--] Pro-Rata Based on Compensation
    - [--] Each Participant is credited with a portion of the Employer Contribution for the Plan Year equal to the ratio that the Participant's Compensation for the Plan Year bears to all Participants' Compensation for the Plan Year
  - [--] Fixed Dollar Formula
    - [--] Each Participant shall be credited with an equal dollar amount
  - [--] Discretionary Contributions allocated based on Points
    - [--] Discretionary Contributions allocated based on Points equal to \$\_\_\_\_\_ times the number of each Participant's points. *(Complete Description of Points below.)*
    - [--] Discretionary Contributions allocated based on Points (or ranges of Points) equal to the following percentage of each Participant's Compensation (not to exceed 25% or the same flat dollar amount) *(Complete Description of Points below.)*

<u>Number of Points</u>	<u>\$ Amount</u>	<u>% of Compensation</u>
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %

- [--] Points for each year of age (in whole numbers): \_\_\_\_\_
- [--] Points for each Year of Service (in whole numbers): \_\_\_\_\_
- [--] Points for each unit of Compensation: \_\_\_\_\_

- [--] A unit of Compensation is \_\_\_\_\_
- [--] Maximum Years of Service taken into account, if any: \_\_\_\_\_
- [--] Each Participant's allocation shall bear the same relationship to the Employer Contribution as the number of his or her total Points bears to all Points awarded

Discretionary Contributions shall be made:

- [--] On a payroll basis
- [--] On a monthly basis
- [--] On a quarterly basis
- [--] On an annual basis
- [--] Other Discretionary Contribution remittance period *(Must be based on one or more of the options above, such as semi-monthly or quarterly with an annual true-up.)* \_\_\_\_\_

#### **Eligibility Requirements for Discretionary Contributions**

- [--] No additional requirements [**Must elect if paid on less than annual basis**]
- [--] Participant must be employed by the Employer on the last day of the Plan Year
- [--] Participant must earn at least 501 Hours of Service during the Plan Year
- [--] Participant must earn at least 1000 Hours of Service during the Plan Year
- [--] Participants who become disabled, or die while employed with the Employer and Participants who die while performing qualified military service, are excepted from any last day or Hours of Service requirements.
- [--] Other Eligibility Requirements for Discretionary Contributions *(Must be a combination of employment date and a minimum number of Hours of Service during a specified period of time, but no Hour of Service requirement shall, if extrapolated to a Plan Year basis, require more than 2,080 Hours of Service/Plan Year. For example, 40 Hours of Service/week or 173/month is acceptable; 42 hours/week or 175/month is not.)* \_\_\_\_\_

### **4.03 EMPLOYER MATCHING CONTRIBUTIONS**

**(Matching Contributions may not exceed 100% of Compensation.)**

The following Employer Matching Contribution shall apply to:

- [--] All Participants
- [--] Only the following Participants: \_\_\_\_\_
- [--] No Matching Contributions on amounts Participants contribute to the 457(b) Eligible Deferred Compensation Plan
- [--] Matching Contributions equal to \_\_\_\_\_ percent (\_\_\_\_%) of the first \_\_\_\_\_ percent (\_\_\_\_%) on amounts Participants contribute to the 457(b) Eligible Deferred Compensation Plan. The maximum Matching Contribution shall be no more than \_\_\_\_\_ percent (\_\_\_\_%) of Compensation or \$ \_\_\_\_\_.
- [--] Matching Contributions equal to \_\_\_\_\_ percent (\_\_\_\_%) of the first \_\_\_\_\_ percent (\_\_\_\_%) on amounts Participants contribute to the 457(b) Eligible Deferred Compensation Plan and \_\_\_\_\_ percent (\_\_\_\_%) of the next \_\_\_\_\_ percent (\_\_\_\_%) so contributed and

\_\_\_\_\_ percent (\_\_\_%) of the next \_\_\_\_\_ percent (\_\_\_%) so contributed. The maximum Matching Contribution shall be no more than \_\_\_\_\_ percent (\_\_\_%) of Compensation or \$\_\_\_\_\_.

[--] Matching Contributions equal to \_\_\_\_\_ percent (\_\_\_%) of amounts Participants contribute to the 457(b) Eligible Deferred Compensation Plan.

[--] Discretionary Matching Contributions as determined each year by the Employer

Matching Contributions shall be made on the following types of deferrals:

[--] Deferral Contributions the 457(b) Eligible Deferred Compensation Plan

[--] Catch-up Contributions the 457(b) Eligible Deferred Compensation Plan

[--] Roth Contributions under the 457(b) Eligible Deferred Compensation Plan

[--] Matching Contributions shall be calculated based on the lowest whole percentage of Compensation deferred by the Participant (no fractions)

Matching Contributions shall be made:

[--] On a payroll basis

[--] On a monthly basis

[--] On a quarterly basis

[--] On an annual basis

[--] Other remittance period for Matching Contributions: \_\_\_\_\_ (must be at least annual)

**Employer Matching Contribution Eligibility Requirements**

[--] No requirements [Must elect if made more frequently than annually]

[--] Participant must be employed by the Employer on the last day of the Plan Year

[--] Participant must earn at least 501 Hours of Service during the Plan Year

[--] Participant must earn at least 1000 Hours of Service during the Plan Year

[--] Participants who become disabled, or die while employed with the Employer and Participants who die while performing qualified military service, are excepted from any last day or Hours of Service requirements.

*(Note: Matching contributions made on a payroll basis will not be recalculated at the end of the year)*

**5.03 MAXIMUM LIMITS WHEN EMPLOYER SPONSORS TWO DEFINED CONTRIBUTION PLANS - SPECIAL PROVISIONS**

The following \_\_\_\_\_ shall apply to:

[--] All Participants

[--] Only the following Participants: \_\_\_\_\_

Describe allocation between this Plan and the other plan: \_\_\_\_\_

**6.02 VESTING SCHEDULE**

Additional rows may be added to any option to the extent permissible under the Plan document. Any cliff vesting schedule must be at least as favorable as 15-year cliff (20-year cliff for a class in which substantially all of the participants are qualified public safety employees as defined in Internal Revenue Code Section 72(t)(10)(B)), Any graded vesting schedule must be at least as favorable as 5-20 year graded.

**Vesting for Employer Basic Contribution**

This Vesting Schedule for Basic Contributions Additional Provisions Addendum applies to: \_\_\_\_\_ (Employees may not be included or excluded by name, but only by employee classification (which may be modified to include specific dates) or job title, and only if the employee classification or job title satisfies the definitely determinable requirement under Treasury regulation 1.401-1(a)(2).

[--]	100% Vesting immediately upon Entry Date	
[--]	<u>Full Years of Service With the Employer</u>	<u>Percent Vested in Account</u>
	Less than ____ ( ) years	0 %
	_____ ( ) years or more	100 %
[--]	<u>Full Years of Service With the Employer</u>	<u>Percent Vested in Account</u>
	_____ years	_____%
	_____ years	_____%
	_____ years	_____%
	_____ years	_____%
	_____ years	_____%
	_____ years or more	_____%

**Vesting for Employer Discretionary Contribution**

This Vesting Schedule for Employer Discretionary Contributions Additional Provisions Addendum applies to: \_\_\_\_\_ (Employees may not be included or excluded by name, but only by employee classification (which may be modified to include specific dates) or job title, and only if the employee classification or job title satisfies the definitely determinable requirement under Treasury regulation 1.401-1(a)(2).

[--]	100% Vesting immediately upon Entry Date	
[--]	<u>Full Years of Service With the Employer</u>	<u>Percent Vested in Account</u>
	_____ years	_____%
	_____ years	_____%
	_____ years	_____%
	_____ years	_____%
	_____ years	_____%
	_____ years or more	_____%
	Less than ____ ( ) years	0 %
	_____ ( ) years or more	100 %

**Vesting for Employer Matching Contribution**

This Vesting Schedule for Employer Matching Contributions Additional Provisions Addendum applies to: \_\_\_\_\_ (Employees may not be included or excluded by name, but only by employee classification (which may be modified to include specific dates) or job title, and only if the employee classification or job title satisfies the definitely determinable requirement under Treasury regulation 1.401-1(a)(2).

100% Vesting immediately upon Entry Date

[--]	<u>Full Years of Service With the Employer</u>	<u>Percent Vested in Account</u>
	____ years	____ %
	____ years	____ %
	____ years	____ %
	____ years	____ %
	____ years	____ %
	____ years or more	____ %
	Less than _____ ( ) years	0 %
	____ ( ) years or more	100 %

**2.31 HOURS OF SERVICE EQUIVALENCY ADDENDUM**

Per Section 2.30(g) of the Basic Plan Document, Each Employee who works \_\_\_\_\_ Hour(s) of Service during a \_\_\_\_\_ shall be credited with \_\_\_\_\_ Hours of Service for that period. (The equivalency selected must be at least as generous as the equivalencies set for forth in paragraph (e) of Department of Labor Regulation Section 2530.2006-3.)

## FORMS OF PAYMENT ADDENDUM

This Forms of Payment Addendum shall apply to the following classes of Participants or to the following sources of contributions: \_\_\_\_\_ (must satisfy the definitely determinable requirement under Treasury regulation 1.401-1(a)(2).

Per Section 8.01(a)(iv) of the Plan Document, the Employer may permit any of the following forms of payment in addition to those otherwise available under the Basic Plan Document and/or the Adoption Agreement. The Employer also may use this Addendum to provide for different elections for different classifications of employees or for different sources of contributions:

- Distributions may be made in one lump sum only
- Distributions may be made in any form provided in Section 8.01(a) (Lump sums, installments or systematic payments)
- Distributions may be made in any form provided in Section 8.01(a) (Lump sums, installments or systematic payments, except that:
  - The maximum length of the installment period shall be: \_\_\_\_\_ (may not exceed the joint life expectancy of the Participant and his designated Beneficiary)
  - The Participant or Beneficiary whose distribution is in the form of installments may not elect to receive the remainder of his Account in a single lump sum or otherwise change the installment method previously selected.
  - In addition to the lump sum and installment options, Participants and Beneficiaries may elect partial withdrawals provided the minimum withdrawal is \$ \_\_\_\_\_.
- Annuities:
  - 1. Any form of annuity
  - 2. Only the following forms of annuity (select one or more):
    - a. Straight life annuity
    - b. Life and 5 years certain
    - c. Life and 10 years certain
    - d. Life and 15 years certain
    - e. Life and 20 years certain
    - f. Straight life with reduction upon receipt of Social Security benefits
    - g. Joint and 50% survivor annuity
    - h. Joint and 66 2/3% survivor annuity
    - i. Joint and 75% survivor annuity
    - j. Joint and 100% survivor annuity
  - Annuity options are available only to Participants who have attained age: \_\_\_\_\_ (specify).
  - Annuity options are available only to Participants who have completed \_\_\_\_\_ (specify) Years of Service.
  - Joint Annuity may be:
    - Spouse only
    - No restrictions, subject to incidental benefit rules described in Treasury Regulation Section 1.401(a)(9)-2

- [--] Distributions may be made in:
- [--]       cash only (except for insurance or annuity contracts)
- [--]       cash or property

## **SUPERSEDING PROVISIONS ADDENDUM**

Unless the provisions of this Superseding Provisions Addendum are described in Section 8.03 of Revenue Procedure 2017-41 as not causing a plan to fail to be identical, e.g., changes to the administrative provisions of the Plan, such as provisions relating to investments or plan claims procedures, the Employer will not be permitted to rely on ACCG's opinion letter for qualification of its plan. In addition, such superseding provisions may, in certain circumstances, affect the plan's status as a pre-approved plan eligible for the 6-year remedial amendment cycle.

The following provisions supersede other provisions of this Adoption Agreement and the ACCG Basic Plan document in the manner described below:



**GOVERNMENTAL  
401(a) DEFINED CONTRIBUTION PLAN  
ACCG BASIC PLAN DOCUMENT No. 1**

**401(a) DEFINED CONTRIBUTION PROGRAM**

# TABLE OF CONTENTS

<b>ARTICLE I: PURPOSE AND ADOPTION.....</b>	<b>1</b>
<b>ARTICLE II: DEFINITIONS .....</b>	<b>1</b>
<b>2.01 ACCOUNT.....</b>	<b>1</b>
<b>2.02 ACTIVE PARTICIPANT.....</b>	<b>1</b>
<b>2.03 ADOPTION AGREEMENT.....</b>	<b>1</b>
<b>2.04 AFFILIATE .....</b>	<b>2</b>
<b>2.05 ANNUAL ADDITION.....</b>	<b>2</b>
<b>2.06 BENEFICIARY .....</b>	<b>2</b>
<b>2.07 BREAK IN SERVICE.....</b>	<b>2</b>
<b>2.08 CODE .....</b>	<b>3</b>
<b>2.09 COMPENSATION .....</b>	<b>3</b>
<b>2.10 CONTRIBUTIONS.....</b>	<b>5</b>
<b>2.11 DISABLED OR DISABILITY .....</b>	<b>5</b>
<b>2.12 DIFFERENTIAL WAGE PAYMENTS.....</b>	<b>5</b>
<b>2.13 DISTRIBUTE.....</b>	<b>5</b>
<b>2.14 EFFECTIVE DATE.....</b>	<b>6</b>
<b>2.15 ELAPSED TIME METHOD .....</b>	<b>6</b>
<b>2.16 ELIGIBILITY COMPUTATION PERIOD .....</b>	<b>6</b>
<b>2.17 ELIGIBLE EMPLOYEE.....</b>	<b>6</b>
<b>2.18 ELIGIBLE RETIREMENT PLAN .....</b>	<b>7</b>
<b>2.19 ELIGIBLE ROLLOVER DISTRIBUTION.....</b>	<b>8</b>
<b>2.20 EMPLOYEE .....</b>	<b>8</b>
<b>2.21 EMPLOYEE CONTRIBUTIONS.....</b>	<b>8</b>
<b>2.22 EMPLOYEE AFTER-TAX CONTRIBUTIONS .....</b>	<b>9</b>
<b>2.23 EMPLOYER .....</b>	<b>9</b>
<b>2.24 EMPLOYER BASIC CONTRIBUTIONS.....</b>	<b>9</b>
<b>2.25 EMPLOYER DISCRETIONARY CONTRIBUTIONS.....</b>	<b>9</b>
<b>2.26 EMPLOYER MATCHING CONTRIBUTIONS.....</b>	<b>9</b>
<b>2.27 EMPLOYMENT COMMENCEMENT DATE.....</b>	<b>9</b>
<b>2.28 ENTRY DATE.....</b>	<b>9</b>
<b>2.29 FORFEITURE .....</b>	<b>9</b>
<b>2.30 HOUR OF SERVICE.....</b>	<b>10</b>
<b>2.31 HOURS OF SERVICE METHOD.....</b>	<b>11</b>
<b>2.32 INACTIVE PARTICIPANT.....</b>	<b>11</b>
<b>2.33 INVESTMENT FUND OR FUNDS.....</b>	<b>11</b>

2.34	LEASED EMPLOYEE.....	11
2.35	LEAVE OF ABSENCE .....	12
2.36	LIMITATION YEAR.....	12
2.37	MANDATORY EMPLOYEE CONTRIBUTIONS.....	12
2.38	MATERNITY OR PATERNITY LEAVE.....	12
2.39	NORMAL RETIREMENT AGE .....	12
2.40	NORMAL RETIREMENT DATE .....	12
2.41	PARTICIPANT.....	13
2.42	PERIOD OF SERVICE.....	13
2.43	PERIOD OF SEVERANCE .....	13
2.44	PLAN.....	13
2.45	PLAN ADMINISTRATOR .....	14
2.46	PLAN YEAR.....	14
2.47	QUALIFIED MILITARY SERVICE .....	14
2.48	REEMPLOYMENT COMMENCEMENT DATE.....	14
2.49	RESTORATION CONTRIBUTIONS.....	14
2.50	ROLLOVER CONTRIBUTION .....	14
2.51	SERVICE.....	14
2.52	SEVERANCE FROM EMPLOYMENT.....	14
2.53	SEVERANCE DATE.....	15
2.54	SPOUSE OR SURVIVING SPOUSE .....	15
2.55	THIRD PARTY SERVICE PROVIDER .....	15
2.56	TRUST FUND .....	15
2.57	TRUSTEE(S).....	15
2.58	TRUST(S) OR TRUST AGREEMENT .....	15
2.59	USERRA.....	15
2.60	VALUATION DATE.....	16
2.61	YEAR OF SERVICE .....	16
<b>ARTICLE III: PARTICIPATION AND SERVICE .....</b>		<b>16</b>
3.01	PARTICIPATION ELIGIBILITY.....	16
3.02	PARTICIPATION UPON REEMPLOYMENT .....	16
3.03	TRANSFERS .....	17
3.04	OMISSION OF ELIGIBLE EMPLOYEE.....	17
3.05	INCLUSION OF INELIGIBLE EMPLOYEE .....	17
3.06	ELECTION NOT TO PARTICIPATE.....	18
<b>ARTICLE IV: CONTRIBUTIONS .....</b>		<b>18</b>
4.01	EMPLOYEE CONTRIBUTIONS.....	18
4.02	EMPLOYER BASIC AND DISCRETIONARY CONTRIBUTIONS .....	18

4.03	EMPLOYER MATCHING CONTRIBUTIONS .....	19
4.04	TIMING OF CONTRIBUTION .....	19
4.05	ROLLOVERS FROM OTHER PLANS .....	20
4.06	RESTORATION CONTRIBUTIONS.....	20
4.07	QUALIFIED MILITARY SERVICE .....	21
4.08	FORM OF CONTRIBUTIONS.....	23
4.09	CIRCUMSTANCES PERMITTING RETURN OF EMPLOYER CONTRIBUTIONS.....	23
4.10	TRUSTEE-TO-TRUSTEE TRANSFER.....	24
<b>ARTICLE V: ALLOCATIONS TO PARTICIPANTS' ACCOUNTS.....</b>		<b>24</b>
5.01	INDIVIDUAL ACCOUNTS .....	24
5.02	ALLOCATIONS.....	24
5.03	CODE SECTION 415 LIMITATIONS ON CONTRIBUTIONS.....	25
5.04	NOTICE TO PARTICIPANTS OF ACCOUNT BALANCES.....	29
5.05	GOOD FAITH VALUATION BINDING .....	29
<b>ARTICLE VI: RETIREMENT/SEVERANCE BENEFITS/IN-SERVICE DISTRIBUTIONS.....</b>		<b>30</b>
6.01	RETIREMENT .....	30
6.02	SEVERANCE FOR OTHER REASONS .....	30
6.03	TIMING AND APPLICATION OF FORFEITURES; VESTING AFTER RESTORATION CONTRIBUTIONS .....	31
6.04	IN-SERVICE DISTRIBUTIONS.....	32
<b>ARTICLE VII: DEATH BENEFITS.....</b>		<b>33</b>
7.01	DEATH .....	33
7.02	PAYMENT OF DEATH BENEFITS .....	33
7.03	BENEFICIARY DESIGNATION.....	34
7.04	FACILITY OF PAYMENT TO MINORS OR FOR INCAPACITY .....	34
<b>ARTICLE VIII: PAYMENT OF BENEFITS.....</b>		<b>34</b>
8.01	NORMAL PAYMENT FORMS.....	34
8.02	ASSETS DISTRIBUTED.....	37
8.03	APPLICATION FOR BENEFITS.....	37
8.04	TIME OF PAYMENT .....	37
8.05	PARTICIPANT CONSENT TO DISTRIBUTION.....	37
8.06	SMALL PAYMENTS AND AUTOMATIC ROLLOVERS .....	38
8.07	REQUIRED MINIMUM DISTRIBUTIONS .....	38
8.08	NONALIENATION OF BENEFITS .....	42
8.09	FORFEITURE OF BENEFITS .....	42
8.10	UNCLAIMED BENEFITS .....	43
8.11	MAINTENANCE OF ACCOUNT .....	43

8.12 DENIAL OF CLAIMS .....	43
8.13 EXPLANATION OF CERTAIN ROLLOVER DISTRIBUTIONS .....	44
<b>ARTICLE IX: TRUST FUND INVESTMENTS .....</b>	<b>44</b>
9.01 CONTRIBUTIONS TO TRUST FUND.....	44
9.02 INVESTMENT FUNDS.....	44
9.03 PARTICIPANT DIRECTION OF INVESTMENTS.....	45
9.04 EXPENSES .....	45
9.05 VOTING AND TENDER OFFER RIGHTS WITH RESPECT TO INVESTMENT FUNDS .....	45
<b>ARTICLE X: ADMINISTRATION.....</b>	<b>46</b>
10.01 PLAN ADMINISTRATOR’S POWERS AND RESPONSIBILITY .....	46
10.02 DIRECTIONS .....	47
10.03 REPORTING AND DISCLOSURE .....	47
10.04 CONSTRUCTION OF THE PLAN.....	47
10.05 EFFECT OF FAILURE TO QUALIFY UNDER THE CODE .....	47
10.06 ASSISTANTS AND ADVISERS.....	47
10.07 BONDING .....	48
<b>ARTICLE XI: ALLOCATION OF AUTHORITY AND RESPONSIBILITIES.....</b>	<b>48</b>
11.01 GENERAL RESPONSIBILITIES .....	48
11.02 THIRD PARTY SERVICE PROVIDER .....	48
11.03 TRUSTEES .....	48
11.04 LIMITATIONS ON OBLIGATIONS OF FIDUCIARIES.....	49
11.05 DELEGATION .....	49
11.06 MULTIPLE FIDUCIARY ROLES.....	49
<b>ARTICLE XII: MISCELLANEOUS.....</b>	<b>49</b>
12.01 NO GUARANTEE OF EMPLOYMENT.....	49
12.02 RIGHTS TO ASSETS.....	49
12.03 NONFORFEITABILITY OF BENEFITS .....	50
12.04 GOVERNING LAW.....	50
12.05 CONSTRUCTION.....	50
12.06 ACTION BY THE EMPLOYER.....	50
12.07 UNIFORMITY .....	50
<b>ARTICLE XIII: AMENDMENT, TERMINATION AND ADOPTION.....</b>	<b>51</b>
13.01 AMENDMENTS.....	51
13.02 TERMINATION OF PLAN .....	52
13.03 AMENDMENT AND CONTINUATION OF PRIOR PLAN; TRANSFER OF FUNDS.....	53

## ARTICLE I: PURPOSE AND ADOPTION

This preapproved plan consists of two parts: (1) an Adoption Agreement that is a separate document and (2) a preapproved ACCG Basic Plan Document. Each part contains substantive provisions that are integral to the operation of the Plan. The Adoption Agreement is the means by which an adopting Employer elects the optional provisions that shall apply under its plan. The ACCG Basic Plan Document describes the standard provisions elected in the Adoption Agreement.

The Adoption Agreement is completed by the adopting Employer. Provisions appearing on the Additional Provisions Addendum of the Adoption Agreement, if present, supplement or alter provisions appearing in the Adoption Agreement and the ACCG Basic Plan Document in the manner described within that Addendum. Provisions appearing on the Plan Superseding Provisions Addendum of the Adoption Agreement, if present, supersede any conflicting provisions appearing in the Adoption Agreement, the ACCG Basic Plan Document or any addendum to either in the manner described therein. This Plan is intended to be a profit sharing plan that meets the applicable requirements of Sections 401(a), and 501(a) of the Internal Revenue Code of 1986, as amended (the "Code") by meeting the requirements for governmental plans under Code Section 414(d) and 414(h). The Basic Plan Document and Adoption Agreement are for adoption only governmental Employers, as defined under Code Section 414(d). No Employer may adopt this Plan without the consent of the Association County Commissioners of Georgia (ACCG).

## ARTICLE II: DEFINITIONS

For purposes of the Plan, the following terms, when used with an initial capital letter, shall have the meanings set forth below unless a different meaning plainly is required by the context.

### 2.01 Account

Account means the amount of money or other property set aside for the Participant in the Trust Fund, evidenced by the last balance posted to the account established for such individual. The Third Party Service Provider may establish and maintain separate subaccounts for each such individual. "Account" shall refer to the aggregate of all separate subaccounts or to individual, separate subaccounts, as may be appropriate in context.

### 2.02 Active Participant

Active Participant means, for any Plan Year (or any portion thereof), any Eligible Employee who, pursuant to the terms of Article III, has been admitted to, and not removed from, active participation in the Plan since his Employment or Reemployment Commencement Date.

### 2.03 Adoption Agreement

Adoption Agreement means the document executed by each Employer adopting this Plan. The terms of the Plan and Trust, as modified by the terms of an adopting Employer's Adoption Agreement shall constitute a separate Plan to be construed as a single Plan.

**2.04 Affiliate**

Affiliate means the Employer and any company, person or organization which is a member of the same controlled group of corporations [within the meaning of Code Section 14(b)] as the Employer; is a trade or business (whether or not incorporated) which controls, is controlled by or is under common control with [within the meaning of Code Section 414(c)] the Employer; is a member of an affiliated service group [as defined in Code Section 414(m)] which includes the Employer; or is required to be aggregated with the Employer pursuant to regulations promulgated under Code Section 414(o). Solely for purposes of Code Section 415 and Section 5.03 of the Plan, the term "Affiliate" as defined in this Section shall be deemed to include corporations that would be Affiliates if the phrase "more than 50 percent" were substituted for the phrase "at least 80 percent" in each place the latter phrase appears in Code Section 1563(a)(1).

**2.05 Annual Addition**

Annual Addition means the sum of the amounts described in Section 5.03(c).

**2.06 Beneficiary**

Beneficiary means the person(s) designated by a Participant who is or may become entitled to a death benefit under the Plan. Beneficiary designations shall be made in accordance with Section 7.03 of the Plan.

**2.07 Break in Service**

Break in Service means, with respect to an Eligible Employee, any consecutive twelve (12) month period during which such Eligible Employee fails to complete more than five hundred (500) Hours of Service with the Employer. Unless otherwise elected by the Employer in Section 2.61 of its Adoption Agreement, the consecutive twelve (12) month period shall be measured from the Employment or Reemployment Commencement Date and each anniversary thereof.

If an individual is absent from work because of Maternity or Paternity Leave on the first anniversary of his or her Severance Date, the 12-consecutive month period beginning on that individual's Severance Date shall not constitute a Break in Service.

For a Leave of Absence due to Military Leave under USERRA and FMLA Leave under the Family and Medical Leave Act of 1993, a Break in Service shall not be deemed to have occurred if the Eligible Employee returns to the Service of the Employer following the Leave of Absence within the time required by federal and state law.

For purposes of determining whether an Eligible Employee has incurred a Break in Service, an Eligible Employee absent from work due to a Maternity or Paternity Leave shall be credited with the greater of (a) the number of Hours of Service actually worked or (b)(i) the number of Hours of Service he normally would have been credited but for the Maternity or Paternity Leave, or (ii) if the Employer is unable to determine the hours described in clause (b)(i) hereof, eight (8) Hours of Service for each day of absence included in the Maternity or Paternity Leave; provided, the maximum number of Hours of Service credited for purposes of clause (b) shall not exceed five hundred and one (501) hours. Hours of Service credited shall be applied only to the year in which the Maternity or Paternity Leave

begins unless such Hours of Service are not required to prevent the Eligible Employee from incurring a Break in Service, in which event such Hours of Service shall be credited to the Eligible Employee in the immediately following year. No Hour of Service shall be credited under clause (b) due to Maternity or Paternity Leave as described in this Section unless the Eligible Employee furnishes proof satisfactory to the Employer (i) that his absence from work was due to a Maternity or Paternity Leave, and (ii) of the number of days he was absent due to the Maternity or Paternity Leave. The Employer shall prescribe uniform and nondiscriminatory procedures by which to make the above determinations.

**2.08 Code**

Code means the Internal Revenue Code of 1986, as amended, and any succeeding federal tax provisions.

**2.09 Compensation**

- (a) General Definition. Compensation means, except as otherwise provided in the Employer's Adoption Agreement, the total of all payments, direct or indirect, made by the Employer to a Participant for services rendered to the Employer, as defined in Code Section 3401(a) for purposes of income tax withholding at the source and as required to be reported to the Employee by the Employer under Code Section 6041(d), 6051(a)(3) and 6052, but determined without regard to any rules that limit the remuneration included in wages based on the nature or location of the employment or the services performed (such as the exception for agricultural labor in Code Section 3401(a)(2)). Compensation shall include before-tax or salary deferral contributions made to this Plan or any other plan of the Employer, under Code Sections 125, 132(f), 402(e)(3), 402(h)(1)(B), 402(k), 457(b) or 414(h), on behalf of the Participant.
- (b) Determination Period. Except as provided elsewhere in this Plan, Compensation shall include only that Compensation that is actually paid to the Participant during the determination period, and the determination period shall be elected by the Employer in its Adoption Agreement. If the Employer makes no election, the determination period shall be the Plan Year. For Employees whose date of hire is less than 12 months before the end of the 12-month period designated by the Employer in its Adoption Agreement, Compensation will be determined over the Plan Year.
- (c) Severance Payments. Compensation shall include payments made after Severance from Employment if the payments are for regular compensation for service during the Employee's regular working hours or compensation for services outside the Employee's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments to the extent such payment would have been made prior to the Employee's Severance Date if the Employee had continued in employment with the Employer, provided such amounts are paid within the post-severance period as defined below.

Compensation may include payment for unused leave (i.e. unused accrued bona fide sick, vacation, or other leave) that is paid within the post-severance period as defined below, but only if the Employee would have been able to use the leave if employment



had continued and only if inclusion of unused leave is included in Years of Service as elected by the Employer in Section 2.61 of its Adoption Agreement.

For purposes of this Section the “post-severance period” begins on the date the Employee has a Severance from Employment and ends on the later of (i) 2 ½ months after Severance from Employment or (ii) the end of the Limitation Year that includes the date of the Employee’s Severance from Employment.

- (d) Differential Wage Payments. Compensation shall also include Differential Wage Payments if so elected by the Employer under Section 4.07 of its Adoption Agreement.
- (e) State Pension Plans. Compensation shall exclude that portion of an Employee’s Compensation defined by O.C.G.A. 47-23-100, as it is in effect as of October 1, 2019 and is set forth in Schedule A hereto, which definition is used for purposes of participation in a State pension plan under O.C.G.A. 47-23.
- (f) Leave of Absence. Compensation for purposes of Qualified Military Service and USERRA is defined in Section 4.07(d) of the Plan.
- (g) Section 415 Compensation. Compensation for purposes of Code Section 415 is defined in Section 5.03(e) of the Plan.
- (h) Short Plan Years. If the initial Plan Year of a new Plan consists of fewer than 12 months, calculated from the Original Effective Date through the end of such initial Plan Year, Compensation shall be determined from such Original Effective Date through the end of the initial Plan Year unless otherwise provided in the Employer’s Adoption Agreement.
- (i) Leased Employees. If a Leased Employee is treated as an Employee and is eligible to participate in this Plan, Compensation for such Leased Employee shall include compensation from the leasing organization which is attributable to services performed by the Leased Employee for the Employer. If a Leased Employee is covered by a “safe harbor leasing plan” sponsored by the leasing organization, any allocation otherwise due to such Leased Employee under this Plan shall be reduced by the Leased Employee’s allocations under the leasing organization’s plan to the extent that such allocations are attributable to services performed for the Employer.
- (j) Code Section 401(a)(17) Limits. Notwithstanding the foregoing, in no event shall Compensation taken into account under the Plan for any 12-month determination period exceed the annual Compensation Limit under Code Section 401(a)(17)(B) as in effect on the first day of the determination period. The “determination period” means the Plan Year or other 12-consecutive month period (i.e. the Limitation Year.) If Compensation for any prior determination period is taken into account in determining a Participant’s allocations for the current Plan Year, the Compensation for such prior determination period is subject to the applicable annual Compensation limit in effect for that prior period. The annual Compensation limit under Code Section 401(a)(17) shall be adjusted by the Secretary of the Treasury to reflect increases in the cost of living as provided in Code Section 401(a)(17)(B) provided that the dollar increase in effect on January 1 of any calendar year is effective for the

determination period beginning in such calendar year. Compensation determined over a period of less than 12-consecutive months shall be prorated. Any adjustment in the limit under Code Section 401(a)(17) shall continue to be incorporated by reference.

The Code Section 401(a)(17) limits in this Section shall not apply to an individual who first became a Participant in the Plan prior to the first day of the first Plan Year beginning after the earlier of (a) the last day of the Plan Year by which a Plan amendment to reflect the amendments made by Section 13212 of the Omnibus Budget Reconciliation Act of 1993 (OBRA '93) was both adopted and effective; or (b) December 31, 1995, to the extent the application of the limitation would reduce the amount of Compensation that is allowed to be taken into account under the Plan below the amount that was allowed to be taken into account under the Plan as in effect on July 1, 1993.

**2.10 Contributions**

Contributions mean, individually or collectively, the Mandatory Employee, Employee After-Tax, Employer Basic, Employer Discretionary, Employer Matching, and Rollover Contributions as required by the selections made by the Employer under Article IV of its Adoption Agreement.

**2.11 Disabled or Disability**

Disabled or Disability means a disability of a Participant within the meaning of Code Section 72(m)(7) to the extent that the Participant is, or would be, entitled to disability retirement benefits under Title II of the Federal Social Security Act, or such other definition as specified in the Employer's Adoption Agreement. The Plan Administrator may, after receiving notice of a Disability, arrange to have the Participant examined by a medical practitioner of the Plan Administrator's choosing as often as the Plan Administrator determines necessary or desirable to confirm continuation of the Participant's Disability, until all benefits have been paid to the Participant, but not to exceed more than once annually and not if it would violate the requirements of the Americans with Disabilities Act. In the case of a Plan restatement, a Participant who was previously determined to have been Disabled prior to the earlier of the date of execution or the effective date of the restatement shall continue to be disabled in accordance with and subject to the provisions of the Plan prior to the restatement.

**2.12 Differential Wage Payments**

Differential Wage Payments mean any payments that are made by the Employer to an individual with respect to any period during which the individual is performing Qualified Military Service (as defined in Sections 2.47 and 4.07 hereof) while on active duty for a period of more than 30 days, and represents all or a portion of the wages the individual would have received from the Employer if the individual were performing services for the Employer.

**2.13 Distributee**

Distributee means a Participant or former Participant, the Participant's or former Participant's Surviving Spouse and the Participant's or former Participant's Spouse or former

Spouse who is the alternate payee under a qualified domestic relations order (if domestic relations order are recognized under the Plan) who is entitled to receive a distribution from the Participant's vested Account. The term Distributee shall also include a Designated Beneficiary (as defined in Code Section 401(a)(9)(E)) of a Participant who is not the Surviving Spouse of the Participant, in which case the distribution can only be transferred to a traditional IRA or Roth IRA established on behalf of the nonspouse Designated Beneficiary for the purpose of receiving such distribution.

**2.14 Effective Date**

Effective Date means the date specified in the Employer's Adoption Agreement. The "Original Effective Date" means the date the Plan was initially adopted by the Employer.

**2.15 Elapsed Time Method**

Elapsed Time Method means the method of computing a Year of Service by reference to the total time (years, months and days) that elapses between the Employee's Employment Commencement Date or Reemployment Commencement Date and the Employee's Severance Date. The total time need not be consecutive.

**2.16 Eligibility Computation Period**

Eligibility Computation Period means each 12-consecutive month period beginning with an Employee's Employment Commencement Date and each anniversary thereof, unless otherwise elected by the Employer in its Adoption Agreement.

**2.17 Eligible Employee**

Eligible Employee means any Employee of the Employer who is eligible to participate in the Plan, as specified in the Employer's Adoption Agreement. Eligible Employee shall exclude the following, unless otherwise elected by the Employer in its Adoption Agreement:

- (a) Any individual employed by a local elected official who is eligible to elect to participate in a retirement system sponsored by the State of Georgia (such as the Employee's Retirement System of Georgia) and who elects to participate in such State-sponsored plan. This exclusion does not apply to non-Employer plans including plans established for peace officers and firefighters and the Georgia National Guard.
- (b) Tax Commissioners, tax collectors, and tax receivers and employees in their offices who first or again take office or become employed on or after July 1, 2012, if such individuals participate in the Employee's Retirement System of Georgia, by resolution of the Employer.
- (c) Juvenile court judges as defined in O.C.G.A. 47-23-1(13), as it is in effect as of October 1, 2019 and is set forth in Schedule A hereto.
- (d) Nonresident aliens who do not receive any earned income from the Employer which constitutes United States sourced income are automatically excluded unless their inclusion is elected by the Employer in its Adoption Agreement.

- (e) Any individual who is a public employee on July 1, 1985; has not, on or after such date, ceased to be a public employee; commits a public employment related crime on or after July 1, 1985, in his or her capacity as a public employee; and is convicted for the commission of such crime, shall no longer be an Eligible Employee as of the date of such final conviction. Such an Employee shall not, at any time thereafter, be an Eligible Employee under the Plan as adopted by any Employer, not just the Employer against whom the individual committed the public-employment related crime. The terms “conviction,” “final conviction,” “public employee,” and “public employment related crime” of this Section 2.17(e) shall have the meaning assigned to such terms under O.C.G.A. Section 47-1-20, as it is in effect as of October 1, 2019 and is set forth in Schedule A hereto. The purpose of this Section 2.17(e) is to reflect the requirement of O.C.G.A. Section 47-1-21.
- (f) Any individual who first or again becomes a public employee after July 1, 1990, but commits a drug-related crime and is convicted for such crime, shall no longer be an Eligible Employee as of the date of such final conviction. Such an Employee shall not, at any time thereafter, be an Eligible Employee under the Plan as adopted by any Employer, not just the Employer against whom the individual committed the public-employment related crime. The terms in this Section 2.17(f) shall have the meaning applicable to such terms under O.C.G.A. Section 47-1-22.1, as it is in effect as of October 1, 2019 and is set forth in Schedule A hereto. The purpose of this Section 2.17(f) is to reflect the requirement of O.C.G.A. Section 47-1-22.1.
- (g) Any other individual employed by the Employer who is not designated as an Eligible Employee in the Employer’s Adoption Agreement, or who is specifically excluded as an Eligible Employee in the Employer’s Adoption Agreement.

**2.18 Eligible Retirement Plan**

Eligible Retirement Plan means a plan which is a defined contribution plan or deferred compensation plan, the terms of which permit the acceptance of rollover distributions and which is either: (a) a traditional individual retirement account described in Code Section 408(a), (b) an individual retirement annuity described in Code Section 408(b) (other than an endowment contract), (c) a qualified trust described in Code Section 401(a) and exempt from taxation under Code Section 501(a), (d) an annuity plan described in Code Section 403(a), (e) an annuity contract described in Code Section 403(b), (f) an eligible plan under Code Section 457(b) which is maintained by a state or agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan, or (g) a Roth individual retirement account described in Code Section 408A. If any portion of an Eligible Rollover Distribution is attributable to payments or distributions from a designated Roth Account, an Eligible Retirement Plan with respect to such portion shall include only another designated Roth account of the individual from whose account the payments or distributions were made, or a Roth IRA for such individual. Eligible Retirement Plan shall also apply in the case of a distribution to a Surviving Spouse or a Spouse or former Spouse who is an alternate payee under a qualified domestic relations order, as defined in Code Section 414(p).

## **2.19 Eligible Rollover Distribution**

Eligible Rollover Distribution means any distribution to an Eligible Employee or his Surviving Spouse of all or any portion of the balance to his credit in a qualified trust (including any distribution to a Participant of all or any portion of his Account); provided an Employee's "Eligible Rollover Distribution" shall not include (a) any distribution which is one of a series of substantially equal periodic payments made not less frequently than annually, (i) for the life (or life expectancy) of the Employee or the joint lives (or joint life expectancies of the Employee and his Beneficiary, or (ii) for a specified period of 10 years or more, and (b) any distribution to the extent such distribution is required under Code Section 401(a)(9). The portion of a distribution that consists of after-tax employee contributions that are not includible in gross income may be transferred only to a traditional individual retirement account or annuity described in Code Section 408(a) or a Roth individual retirement account or annuity described in Code Section 408A (b) or to a qualified defined contribution plan or an annuity contract described in Code Section 401(a) or 403(a) that agrees to separately account for amounts so transferred. Effective for distributions made on and after January 1, 2007, after-tax amounts may also be transferred to an annuity contract described in Code Section 403(b) that agrees to the separate accounting rules described above. Effective January 1, 2010, Eligible Rollover Distribution includes a distribution to a non-spouse Beneficiary. An Eligible Rollover Distribution includes a distribution to a non-spouse Beneficiary.

## **2.20 Employee**

Employee means a common law employee employed by the Employer (including elected or appointed officials). Employee shall include employees of the State of Georgia who are specifically permitted to participate in local governmental plans under Georgia law. Employee shall include Leased Employees unless Leased Employees constitute 20 percent or less of the Employer's non-highly compensated work force within the meaning of Code Section 414(n)(5)(C)(ii). In that case, the term "Employee" shall not include those Leased Employees covered by a money purchase plan maintained by the leasing company that provides for (i) a nonintegrated employer contribution rate of at least 10 percent of compensation, (ii) full and immediate vesting and (iii) immediate participation by each employee of the leasing company, as described in Code Section 414(n)(5)(B).

Employee shall exclude any individual classified by the Employer as an independent contractor even if such independent contractor is later determined to be a common law employee of the Employer.

Effective for Plan Years beginning in 2009 and thereafter an individual who otherwise satisfies the requirements of this Section and who is not otherwise in an excludable category but who is not currently providing services to the Employer due solely to Qualified Military Service and who is receiving Differential Wage Payments, shall be treated as an Employee.

## **2.21 Employee Contributions**

Employee Contributions mean Mandatory Employee Contributions and Employee After-Tax Contributions.

**2.22 Employee After-Tax Contributions**

Employee After-Tax Contributions mean the Contributions made by the Employee on an after-tax basis under the terms of the Plan pursuant to Section 4.01, if so elected by the Employer in its Adoption Agreement.

**2.23 Employer**

Employer means each county, municipality, authority or other governmental entity adopting this Plan, and any Affiliate that is a governmental entity that affirmatively elects to adopt this Plan for the benefit of its employees.

**2.24 Employer Basic Contributions**

Employer Basic Contributions mean the Contributions made by the Employer on behalf of Participants under the terms of the Plan pursuant to Section 4.02(a), if so elected by the Employer in its Adoption Agreement.

**2.25 Employer Discretionary Contributions**

Employer Discretionary Contributions mean the Contributions made by the Employer on behalf of Participants under the terms of the Plan pursuant to Section 4.02(b), if so elected by the Employer in its Adoption Agreement and as so determined by the Employer in its sole discretion.

**2.26 Employer Matching Contributions**

Employer Matching Contributions mean the Contributions made by the Employer that match some or all of the Employee's salary deferral contributions to a Code Section 457(b) Plan sponsored by the Employer, pursuant to Section 4.03 of the Plan, if so elected by the Employer in its Adoption Agreement.

**2.27 Employment Commencement Date**

Employment Commencement Date means the date on which the Employee first performs an Hour of Service for the Employer or Affiliate.

**2.28 Entry Date**

Entry Date means the date designated in the Employer's Adoption Agreement that the Eligible Employee shall begin participating in the Plan. The Employer may specify different Entry Dates for purposes of Employee Contributions and eligibility for Employer Basic, Discretionary and Matching Contributions.

**2.29 Forfeiture**

Forfeiture means, for any Plan Year, the dollar amount of Participant's Account (or portion thereof) that is not 100% vested and is forfeited in accordance with Section 6.03. Forfeitures may be used to reduce Restoration Contributions, pay Plan expenses or reduce future Employer Contributions, if any, as determined by the Employer.

### **2.30 Hour of Service**

Hour of Service means the increments of time described in sections (a), (b), and (c) hereof (as applicable) subject to any limitations set forth herein:

- (a) Each hour for which the Employer, either directly or indirectly, pays an Employee, or for which the Employee is entitled to payment, for the performance of duties during the Plan Year. The Plan Administrator shall credit Hours of Service under this paragraph (a) to the Employees for the Plan Year in which the Employee performs the duties, irrespective of when paid;
- (b) Each hour for back pay, irrespective of mitigation of damages, to which the Employer has agreed or for which the Employee has received an award. The Plan Administrator shall credit Hours of Service under this paragraph (b) to the Employee for the Plan Year(s) to which the award or the agreement pertains rather than for the Plan Year in which the award, agreement or payment is made; and
- (c) Each hour for which the Employer, either directly or indirectly, pays an Employee (including payments made or due from a trust or insurer to which the Employer Contributes or pays premiums), or for which the Employee is entitled to payment (irrespective of whether the employment relationship is terminated), for reasons other than for the performance of duties during a Plan Year, such as Leave of Absence, vacation, holiday, sick leave, illness, incapacity (including Disability), layoff, jury duty, or military duty, provided:
  - (i) An Employer shall not credit more than five hundred one (501) Hours of Service under this paragraph (c) to an Employee on account of any single continuous period during which the Employee does not perform any duties as an Employee (whether or not such period occurs during a single Plan Year) unless the Employee performs no duties due to Qualified Military Service and returns to employment with the Employer during the period that his employment rights are protected under Federal law;
  - (ii) An hour for which an Employee is directly or indirectly paid, or entitled to payment, on account of a period during which he performs no duties as an Employee shall not be credited as an Hour of Service if such payment is made or due under a plan maintained solely to comply with applicable workers' compensation, unemployment compensation, or disability insurance laws;
  - (iii) Hours of Service shall not be credited to an Employee for a payment that solely reimburses such Employee for medical or medically related expenses incurred by him; and
- (d) Each hour for which the Employee is required to be credited leave under Code Section 414(u) relating to USERRA.
- (e) An Employer shall not credit an Hour of Service under more than one (1) of the above paragraphs (a), (b), or (c). If the service counted under this Section can be counted under more than one of these paragraphs, the rule crediting the greatest number of Hours of Service shall apply. The Employer shall resolve any ambiguity with respect to the crediting of an Hour of Service in favor of the Employee.

- (f) The Employer shall credit Hours of Service in accordance with Department of Labor Regulation Section 2530.200b-2(b) and (c), 29 CFR Part 2530, as amended, which the Plan, by this reference, specifically incorporates in full, or such other federal regulations as may from time to time be applicable.
- (g) If the Employer does not maintain records that accurately reflect the actual Hours of Service to be credited to an Employee, 190 Hours of Service will be credited to the Employee for each month worked, unless the Employer has elected to credit Hours of Service in accordance with one of the other equivalencies set forth in paragraph (e) of Department of Labor Regulation Section 2530.200b-3.

**2.31 Hours of Service Method**

Hours of Service Method means a method for computing Service by reference to the number of Hours of Service performed by the Employee in a twelve (12) consecutive month period or any permitted equivalency. Unless otherwise provided in the Employer's Adoption Agreement, the Hours of Service Method shall require 1000 Hours of Service to earn one (1) Year of Service. Any computations or calculations using the Hours of Service Method shall be made on the anniversary date of the Eligible Employee's Employment or Reemployment Commencement Date unless another Eligibility Computation Period is elected by the Employer under Section 2.16 of the Adoption Agreement and Section 2.61 of the Adoption agreement (for vesting).

**2.32 Inactive Participant**

Inactive Participant means a Participant who has a Severance from Employment with the Employer but who has a vested Account balance under the Plan which has not been paid in full and who, therefore, is continuing to participate in the allocation of earnings or losses under the Trust.

**2.33 Investment Fund or Funds**

Investment Fund or Funds means the investment options available for investment of assets of the Plan and agreed to by the Trustee.

**2.34 Leased Employee**

Leased Employee means any person who is not an Employee of the Employer but provides services to the Employer pursuant to an agreement between the Employer and any other person (the "leasing organization") on a substantially full time basis for a least one year and under the primary direction or control of the Employer all in accordance with Code Section 414(n) and the regulations thereunder. Contributions or benefits provided a Leased Employee by the leasing organization which are attributable to services performed for the Employer shall be treated as provided by the Employer.



**2.35 Leave of Absence**

Leave of Absence means a paid or unpaid excused leave of absence granted to an Employee by the Employer in accordance with applicable federal and state law or the Employer's personnel policies. Leave of Absence shall include the following:

- (a) Military Leave. Employees who leave the service of the Employer, voluntarily or involuntarily to enter the Armed Forces of the United States; provided, (i) the Employee is legally entitled to reemployment rights under USERRA; and (ii) the Employee applies for and reenters service with the Employer within the time, in the manner and under the conditions prescribed by USERRA or any other similar and applicable law; and
- (b) FMLA Leave. Employees who leave the service of the Employer under the provisions of the Family and Medical Leave Act of 1993(FMLA) provided that the Employee returns to active employment within the time required under the FMLA.
- (c) Other Leave. Employees who leave the service of the Employer under such other circumstances as the Employer shall determine are fair, reasonable and equitable as applied uniformly among Employees under similar circumstances.

**2.36 Limitation Year**

Limitation Year means the Plan Year, which shall be the limitation year for purposes of Code Section 415 and the regulations promulgated thereunder, unless the Employer elects a different Limitation Year in its Adoption Agreement.

**2.37 Mandatory Employee Contributions**

Mandatory Employee Contributions mean the amounts paid by the Employer to the Trust Fund on behalf of each Participant pursuant to Section 4.01(a) and Code Section 414(h), if so elected by the Employer in its Adoption Agreement.

**2.38 Maternity or Paternity Leave**

Maternity or Paternity Leave means any period during which an Employee is absent from work as an Employee of the Employer or an Affiliate by reason of (a) pregnancy of such Employee; (b) the birth of a child of such Employee; (c) the placement of a child with such Employee in connection with the adoption of such child by such Employee; or (d) caring for a child immediately after the birth or placement of such child.

**2.39 Normal Retirement Age**

Normal Retirement Age means the age or combination of age plus service as specified in the Employer's Adoption Agreement.

**2.40 Normal Retirement Date**

Normal Retirement Date means the first day of the month coincident with or next following the date a Participant attains Normal Retirement Age.

**2.41 Participant**

Participant means any Eligible Employee who has been admitted to, and has not been removed from, participation in the Plan pursuant to the provisions of Article III. "Participant" shall include Active Participants and Inactive Participants who have an Account under the Plan.

**2.42 Period of Service**

Period of Service means, under the Elapsed Time Method of determining Service, the aggregate of all service performed by the Employee for the Employer and all Affiliates commencing with the Employee's Employment Commencement Date and ending with the Employee's Severance Date.

**2.43 Period of Severance**

Period of Severance means, under the Elapsed Time Method of determining Service, a continuous period of time during which the Employee is not employed by the Employer or an Affiliate. Such period begins on the date the Employee retires, quits or is discharged or if earlier, the 12-month anniversary of the date on which the Employee was first absent from service. A one-year Period of Severance shall be a Period of Severance of at least 12 consecutive months. A Period of Severance shall not be deemed to have occurred during any period for which the Employee is granted a Leave of Absence if he returns to the service of the Employer or an Affiliate within the time permitted as required by law or as set forth in the Plan.

- (a) Maternity or Paternity Leave. In the case of an Employee absent from work due to a Maternity or Paternity Leave, the 12-consecutive month period ending on the first anniversary of the first date of such absence, shall not constitute a Period of Severance.
- (b) Family and Medical Leave Act. For purposes of determining whether or not an Employee has incurred a Period of Severance, and solely for the purpose of avoiding a Period of Severance, to the extent required under the Family and Medical Leave Act of 1993 and the regulations thereunder, an Employee shall be deemed to be performing services for the Employer or an Affiliate during any period the Employee is granted Maternity or Paternity Leave under such Act.
- (c) Military Leave. For a Leave of Absence due to Military Leave under USERRA a Period of Severance shall not be deemed to have occurred if the Eligible Employee returns to the Service of the Employer following the Leave of Absence within the time required by federal and state law.

**2.44 Plan**

Plan means the ACCG 401(a) Defined Contribution Plan as set forth herein and in the accompanying Adoption Agreement and all amendments thereto. The Employer shall designate the name of the Plan in the Adoption Agreement. The Plan shall be administered and maintained as a separate and independent Plan for each adopting Employer. The Plan is intended to be a profit sharing plan qualified under the applicable provisions of Code Section 401(a), as applied to governmental plans.

**2.45 Plan Administrator**

Plan Administrator means the Employer or the individuals designated by the Employer as defined in Code Section 414(g), to provide directions to the Third Party Service Provider. Such designation must be made in a manner specified by the Third Party Service Provider.

**2.46 Plan Year**

Plan Year means the calendar year.

**2.47 Qualified Military Service**

Qualified Military Service means Military Service during which the Eligible Employee is entitled to reemployment rights under Chapter 43 Title 38 of the United State Code. "Military Service" means the period of an Eligible Employee's active duty for training and service in the Army, Navy, Air Force or Marines of the United States of America, the Army National Guard and the Air National Guard when engaged in active duty for training, inactive duty training, or full-time National Guard duty, the commissioned corps of the Public Health Service, and any other category of persons designated by the President in time of war or national emergency.

**2.48 Reemployment Commencement Date**

Reemployment Commencement Date means the date on which the Employee first performs an Hour of Service following a Severance from Employment.

**2.49 Restoration Contributions**

Restoration Contributions mean the amounts paid to the Trust Fund by or on behalf of a rehired individual pursuant to the terms of Section 4.06.

**2.50 Rollover Contribution**

Rollover Contribution means the amount contributed to the Plan by an Eligible Employee (and received and accepted by the Third Party Service Provider) as an Eligible Rollover Distribution as defined herein and in Code Section 402. An amount shall be treated as a Rollover Contribution only to the extent that its acceptance by the Third Party Service Provider is permitted under the Code (including the regulations and rulings promulgated thereunder).

**2.51 Service**

Service means the period of time the Employee is employed by the Employer and all Affiliates. If the Employer maintains the plan of a predecessor employer, service with such predecessor employer will be treated as Service for the Employer.

**2.52 Severance from Employment**

Severance from Employment means the date the Employee ceases to be an Employee of the Employer or an Affiliate and permanently severs from employment with the Employer due to retirement, death, or other severance as provided in rules and regulations issued by the Internal Revenue Service under Code Section 401(k).

**2.53 Severance Date**

Severance Date means the earlier of the date the Employee (a) has a Severance from Employment with the Employer and any Affiliate or (b) the first anniversary of the first day of absence for any other reason or the second anniversary of the first day of absence due to Maternity or Paternity Leave. If an individual terminates or is absent from employment with the Employer because of military duty, such individual shall not incur a Severance Date if his employment rights are protected under Federal law and he returns to employment with the Employer within the period during which he retains such employment rights, but if he does not return to such employment within such period his Severance Date shall be the earlier of (1) the first anniversary of the date his absence commenced, or (2) the last day of the period during which he retains such employment rights.

**2.54 Spouse or Surviving Spouse**

Spouse or Surviving Spouse means the person to whom an individual is lawfully married for purposes of federal income taxes. The determination of a Participant's Spouse or Surviving Spouse shall be made as of the earlier of the date as of which benefit payments from the Plan to such Participant are made or commence (as applicable) or the date of such Participant's death.

**2.55 Third Party Service Provider**

Third Party Service Provider means the Association County Commissioners of Georgia or its designee.

**2.56 Trust Fund**

Trust Fund means the total amount of cash and other property held by the Defined Contribution Plan Program Board of Trustees (or its nominee) at any time under the separate Trust Agreement.

**2.57 Trustee(s)**

Trustee(s) means the Defined Contribution Plan Program Board of Trustees and the individual members thereof as appointed by the Board of Managers of the Association County Commissioners of Georgia.

**2.58 Trust(s) or Trust Agreement**

Trust(s) or Trust Agreement means the separate agreement between Association County Commissioners of Georgia and the Defined Contribution Plan Program Board of Trustees governing the creation of the Trust Fund. The provisions of this Plan shall override any conflicting provisions contained in the Trust Agreement. The terms of the Trust Agreement are not incorporated into this Plan document, and its provisions have not been reviewed or approved by the Internal Revenue Service.

**2.59 USERRA**

USERRA means the Uniformed Services Employment and Reemployment Rights Act of 1994.

**2.60 Valuation Date**

Valuation Date means each business day or such other date as specified and communicated by the Third Party Service Provider.

**2.61 Year of Service**

Year of Service means the computation period used to determine a Participant's eligibility to participate in the Plan and for purposes of determining the Participant's vested interest in his or her Account, using the method as set forth in the Employer's Adoption Agreement.

## **ARTICLE III: PARTICIPATION AND SERVICE**

**3.01 Participation Eligibility**

Each Eligible Employee shall become a Participant in this Plan effective upon the first Entry Date (if actively employed on that date) coincident with or immediately following the date on which he meets the eligibility conditions selected by the Employer in its Adoption Agreement. The initial Eligibility Computation Period shall be 12-consecutive month period beginning on the Employee's Employment Commencement Date. The succeeding 12-consecutive month periods shall commence on each anniversary of the Employee's Employment Commencement Date, unless the Employer elects to convert to the Plan Year under Section 2.16 of its Adoption Agreement. If the Employer elects to convert the Eligibility Computation Period to the Plan Year, the succeeding 12-consecutive month periods commence with the first Plan Year which commences prior to the first anniversary of the Employee's Employment Commencement Date regardless of whether the Employee is entitled to be credited with a Year of Service during the initial Eligibility Computation Period. An Employee who has earned a Year of Service in both the initial Eligibility Computation Period and the first Plan Year which commences prior to the first anniversary of the Employee's Employment Commencement Date, will be credited with two Years of Service for purposes of eligibility to participate.

Each Eligible Employee who was an Active Participant in the Plan on the day before the Effective Date of any Plan restatement or Plan amendment, shall continue as a Participant in the Plan, except as otherwise specifically provided therein.

**3.02 Participation Upon Reemployment**

Upon the Eligible Employee's Reemployment Commencement Date, the Eligible Employee shall have the following status in the Plan based on his status as of his most recent Severance Date:

- (a) If the Eligible Employee was a Participant, he shall reenter the Plan as a Participant on his Reemployment Commencement Date.
- (b) If the Eligible Employee had satisfied the Plan's eligibility conditions but had not become a Participant, he shall become a Participant on the later of the date he would have entered the Plan had he not had a Severance from Employment or the Plan Entry Date immediately following his Reemployment Commencement Date.

- (c) If the Eligible Employee had not satisfied the Plan's eligibility conditions, he shall receive all previous Years of Service and shall become a Participant on the Plan Entry Date coincident with or immediately following his satisfying the Plan's eligibility conditions.
- (d) Such other conditions shall apply as specified in the Additional Provisions Addendum to the Adoption Agreement.

### **3.03 Transfers**

If a Participant transfers to employment with any other Affiliate that has not adopted the Plan or another position with the Employer and is no longer an Eligible Employee, his participation under the Plan shall be suspended but he shall not be considered terminated from employment with the Employer. During the period of the Participant's employment in such ineligible position: (a) he shall continue to participate in allocations of earnings and losses pursuant to Section 5.02(d); (b) he shall continue to vest in any Employer Contributions; (c) his Employer Account shall receive no Employer Contributions; (d) he shall make no Employee Contributions to the Plan during that time; (e) he shall not be eligible to receive a distribution from the Plan that is only permitted after Severance from Employment; and (f) the applicable provisions of Articles V, VI and VII shall continue to apply.

If an Employee who is not an Eligible Employee becomes an Eligible Employee, such Eligible Employee shall become a Participant immediately upon his transfer if such Eligible Employee has already satisfied the eligibility requirements and would have otherwise previously become a Participant. Wages and other payments made to an Employee before becoming an Eligible Employee for services other than those as an Eligible Employee shall not be included in Compensation for purposes of determining the amount and allocation of any contribution to such Eligible Employee's Account under the Plan.

### **3.04 Omission of Eligible Employee**

If, in any Plan Year, any Employee who should be included as a Participant in the Plan is omitted erroneously and discovery of such omission is not made until after a Contribution by the Employer has been made and allocated for such year, the Employer shall make a subsequent Contribution with respect to the omitted Eligible Employee in the amount which the Employer would have contributed with respect to the Eligible Employee had he not been omitted, in accordance with the Employee Plans Compliance Resolution System.

### **3.05 Inclusion of Ineligible Employee**

If, in any Plan Year, any person who should not have been included as a Participant in the Plan is included erroneously, and discovery of such incorrect inclusion is not made until after a Contribution by the Employer has been made and allocated for such year, the Employer shall not be entitled to recover the Employer Contributions made with respect to the ineligible person, in accordance with the Employee Plans Compliance Resolution System. In such event, the amount contributed with respect to the ineligible person shall constitute a Forfeiture for the Plan Year in which the discovery is made and shall be used to reduce Plan expenses or the subsequent Employer Contributions due under the Plan as determined by the Employer. Any Employee Contributions shall be returned to the Employee.

### **3.06 Election Not to Participate**

The Employer may elect under its Adoption Agreement to allow Employees to elect out of participating in the Plan. Any such election shall be made on a one time only basis and shall be irrevocable.

If the Employer has elected to require Mandatory Employee Contributions under the Plan, as provided in Section 4.01 (a), the election out of participating must be made prior to the date the Employee first becomes eligible for any qualified retirement plan sponsored by the Employer. If an election out of the Plan is permitted, the Employee may elect out of the Plan by executing a form as provided by the Plan Administrator or the Third Party Service Provider.

## **ARTICLE IV: CONTRIBUTIONS**

### **4.01 Employee Contributions**

- (a) Mandatory Employee Contributions. If required by the Employer in its Adoption Agreement, there shall be deducted from the Compensation paid by the Employer to each Eligible Employee who becomes a Participant in the Plan, a Mandatory Employee Contribution equal to the percentage of Compensation as designated by the Employer in its Adoption Agreement. The Employer shall contribute to the Plan, as of each payroll period on behalf of and to the credit of each Participant, the amount of Mandatory Employee Contributions required for participation. No Participant shall be entitled under any circumstances to receive such Contributions in cash in lieu of having them contributed to the Plan by the Employer in accordance with the preceding sentence. Such Contributions shall be made pursuant to Code Section 414(h) and shall be treated as Employer Contributions in determining their federal income tax treatment under the Code, but shall be treated as Employee Contributions for other purposes under the Plan. Such Contributions also shall comply with the provisions of Revenue Ruling 2006-43.
- (b) Employee After-Tax Contributions. If permitted by the Employer in its Adoption Agreement, Participants may contribute to the Plan on an after-tax basis. The Employer may provide in its Adoption Agreement, a limit on the percentage of Compensation a Participant may contribute annually to the Plan as After-Tax Contributions.

### **4.02 Employer Basic and Discretionary Contributions**

- (a) Basic Contributions. If elected by the Employer in its Adoption Agreement, the Employer shall contribute on behalf of each Participant a percentage of each Participant's Compensation or such other amount as designated in the Employer's Adoption Agreement.
- (b) Discretionary Contributions. If elected by the Employer in its Adoption Agreement, the Employer may, but shall not be required to, make a Discretionary Contribution to the Plan for a Plan Year, which shall be allocated to the Participant's Account based

on one or more of the allocation formulas selected in the Adoption Agreement. In any year the Employer decides to make such a Discretionary Contribution, its governing body shall specify by resolution, the total amount of the Contribution and the specific aggregate amounts to be applied to each of the selected allocation formulas.

- (c) Allocation Formula. Employer Contributions, if any for a Plan Year, may be fixed in terms of dollars, percentage of Compensation or based on a uniform allocation formula that is age weighted or service weighted. An allocation formula based on age or service must be a uniform points plan where each Employee is given a uniform number of points for age, service and Compensation. Each Participant's allocation shall bear the same relationship to the Employer Contribution as his or her total points bear to all points awarded. A uniform points plan need not grant points for both age and service if points are also granted for units of Compensation. A uniform points plan need not grant points for Compensation if it grants points for both age and service. Each employee must receive the same number of points for each year of age, service and each unit of Compensation. The number of years for which points are granted may be limited.

#### **4.03 Employer Matching Contributions**

If elected by the Employer in its Adoption Agreement, Employer Matching Contributions shall be made to the Plan for each Active Participant who is making voluntary employee salary deferral contributions under a Code Section 457(b) eligible deferred compensation plan sponsored by the Employer. The Employer shall make an Employer Matching Contribution of a designated percentage of the salary deferral contribution made by the Participant to such Code Section 457(b) Plan for the period selected by the Employer in the Adoption Agreement. The amount of such Employer Matching Contribution may be designated by the Employer in its Adoption Agreement, or may be discretionary from year to year, as selected by the Employer in its Adoption Agreement. In any year the Employer decides to make a discretionary Employer Matching Contribution, its governing body shall specify by resolution, the amount of such Employer Matching Contribution.

If an Employer Matching Contribution is made based on a salary deferral contribution to a Code Section 457(b) Plan that is later returned to the Participant for any reason, such Employer Matching Contribution shall be forfeited and transferred to the Plan's Forfeiture account.

#### **4.04 Timing of Contribution**

The Employer shall pay to the Trust Fund all Contributions no later than the time prescribed by state and federal law.



#### **4.05 Rollovers From Other Plans**

- (a) Eligible Rollovers. All Participants shall be eligible to transfer an Eligible Rollover Distribution to the Plan if the Third Party Service Provider, in its sole discretion, agrees to accept such transfers and the Employer elects to permit rollovers in its Adoption Agreement. The rollover procedures approved by the Third Party Service Provider shall provide that such a transfer may be made only if the following conditions are met:
  - (i) the amount is received directly from an Eligible Retirement Plan or the transfer of amounts (other than after-tax employee contributions) occurs on or before the 60th day following the Eligible Employee's receipt of the distribution from the Eligible Retirement Plan;
  - (ii) the amount transferred is equal to any portion of the distribution the Eligible Employee received from the Eligible Retirement Plan, subject to the maximum rollover provisions of Code Section 402(e)(2);
  - (iii) the amount is not rolled over from an individual retirement account or annuity described in Code Section 408(a) or (b) (including a Roth IRA under Code Section 408A) to the extent such amount would not otherwise be includible in the Employee's income;
  - (iv) the Plan will separately account for any rollovers of after-tax amounts.
- (b) Rollover Procedures. The Third Party Service Provider shall develop such procedures, and may require such information from an Eligible Employee desiring to make such a transfer, as it deems necessary or desirable to determine that the proposed transfer will meet the requirements of this Section. Upon approval by the Third Party Service Provider, the amount transferred shall be deposited in the Plan and shall be credited to a Rollover Account. Such Rollover Accounts shall be one hundred percent (100%) vested and shall share in earnings and losses (net appreciation or net depreciation) in accordance with Section 5.02(d). Upon Severance from Employment, the total amount of the Employee's Rollover Account shall be distributed in accordance with Article VI.
- (c) Eligibility for Rollover. If the Employer so designates in its Adoption Agreement, all Eligible Employees, whether or not Participants in the Plan, may make Eligible Rollovers to the Plan.

#### **4.06 Restoration Contributions**

- (a) Restoration Upon Buy-Back. If a Participant who is not 100 percent vested in his Account upon Severance from Employment, receives a distribution of the entire vested portion of his Account (such that he forfeited the nonvested portion of his Account in accordance with the terms of Section 6.03), and such Participant subsequently is rehired as an Eligible Employee prior to the occurrence of 5 consecutive one year Periods of Severance or Breaks in Service, that individual may repay the full amount of the distribution to the Plan (unadjusted for gains or losses), prior to the earlier of (i) 5 years after the first date on which he is rehired or (ii) the close of the first period of 5 consecutive one year Periods of Severance or

Breaks in Service commencing after the distribution. Upon such repayment, his Account will be credited with (i) all amounts (unadjusted for gains or losses) which were forfeited, and (ii) the amount of the repayment.

- (b) Restoration of Other Forfeitures. If a Participant is not 100% vested in his Account upon Severance from Employment, and has not received a distribution of the entire vested portion of his Account, but has forfeited his nonvested Account and such Participant subsequently is rehired as an Eligible Employee prior to the occurrence of 5 consecutive one year Periods of Severance or Breaks in Service, his Account shall be credited with all amounts (unadjusted for gains or losses) which were forfeited.
- (c) Restoration Contribution. The assets necessary to fund the Account of the rehired individual (in excess of the amount of the repayment, if any) shall be provided no later than as of the end of the Plan Year following the Plan Year in which repayment occurs (if subsection (a) hereof applies) or in which the individual is rehired (if subsection (b) hereof applies), and shall be provided in the discretion of the Employer from (i) income or gain to the Trust Fund, (ii) Forfeitures arising from the Accounts of Participants employed or formerly employed by the Employer, or (iii) Contributions by the Employer.
- (d) Notice of Buy-Back Rights. It shall be the duty of the Plan Administrator to give timely notice to any rehired individual who is eligible to make a repayment, of his right to make such repayment in accordance with this Section by the time required in subsection (a) hereof, and of the consequences of not making such repayment; namely that the nonvested portion of the benefits accrued under the Plan during his previous employment will not be restored by the Plan, will remain forfeited, and will not become vested even though he may perform additional Years of Service.

#### **4.07 Qualified Military Service**

Notwithstanding any provision of the Plan to the contrary, Contributions, benefits and service credit with respect to Qualified Military Service will be provided in accordance with USERRA and Code Section 414(u). In addition, the survivors of any Participant who dies on and after January 1, 2007, while performing Qualified Military Service, are entitled to any additional benefits (other than Contributions relating to the period of Qualified Military Service, but including vesting service credit for such period and any ancillary life insurance or other survivors benefits) that would have been provided under the Plan had the Participant resumed employment on the day preceding the Participant's death and then terminated employment on account of death. If State law provides a greater protection of retirement benefits for Plan Participants who perform military service, the State law shall prevail. The Plan Administrator shall notify the Third Party Service Provider and the Trustee of any Participant with respect to whom additional contributions will be made because of USERRA requirements.

- (a) Reemployment. Plan Participants reemployed in accordance with the requirements of USERRA and Code Section 414(u) shall be treated as not having incurred a Break in Service or Period of Severance under the Plan during such Qualified Military Service. Such periods of Qualified Military Service shall be counted for eligibility and vesting purposes under the Plan.

- (i) Employer Contributions. Except as otherwise provided below, the Employer shall make an Employer Contribution on behalf of a Participant who returns to employment with the Employer in accordance with USERRA following a period of Qualified Military Service. Such Employer Contribution shall be made within 90 days after the date the Participant is reemployed by the Employer or when Employer Contributions are normally made for the year in which Qualified Military Service was performed, whichever is later. Such Employer Contribution shall be made for the period of Qualified Military Service based on the actual Employer Contribution made for the Plan Year(s) in which the Participant was in Qualified Military Service.
  - (ii) Required Employee Contributions. Except as otherwise elected by the Employer in its Adoption Agreement, a Plan Participant must make-up any required Employee Contributions in order to receive Employer Contributions under the Plan for the period of Qualified Military Service. For purposes of this Section 4.07, "Employee Contributions" shall include any salary deferrals under an Employer-sponsored Code Section 457(b) plan, which are required in order to receive Employer Matching Contributions. If the Employer elects in its Adoption Agreement not to require the Participant to make-up Employee Contributions to receive Employer Contributions for the period of Qualified Military Service, the Participant shall be deemed to have made the maximum required Employee Contribution, without any corresponding increase in the Participant's Employee Contribution Account(s).
  - (iii) Make-up Employee Contributions. A Participant who is required to make-up Employee Contributions in accordance with this Section must do so within the time period that begins on the date of the Employee's Reemployment Commencement Date and ends on the date that is three times the period of Qualified Military Service or five (5) years, or the Participants' Severance from Employment, whichever is earlier. The make-up Employee Contributions shall not be adjusted for earnings. The Participant may make-up all or a portion of any required Employee Contributions and shall receive Employer Contributions that are directly proportionate to the amount of Employee Contributions that are made up. The Employee shall designate the Plan Year to which such Employee Contributions relate. The Employer shall allocate its Employer Contribution based on the Participant's make-up Employee Contribution in the time and manner as such Employer Contributions are made for active Participants
- (b) Death During Qualified Military Service
- (i) Deemed Return to Employment. If a Participant dies during a period of Qualified Military Service, the Participant shall be treated as having returned to employment with the Employer on the day before his death and died the next day. Such Participant shall receive credit for vesting purposes for the period of Qualified Military Service.

- (ii) Employer Contributions. The Employer may, but is not required to make Employer Contributions on behalf of any Participant who dies during a period of Qualified Military Service, by making an election under its Adoption Agreement. If the Employer elects to make Employer Contributions on behalf of such Participants, and Employee Contributions are generally required in order for the Participant to receive an Employer Contribution, the maximum amount of Employee Contributions required shall be deemed to have been made by the Participant, without any corresponding increase in the Participant's Employee Contribution Account(s).
- (c) Disability During Qualified Military Service. The Employer may, but is not required to credit vesting service to and make Employer Contributions on behalf of any Participant who becomes Disabled during a period of Qualified Military Service, by making an election under its Adoption Agreement. If the Employer elects to make Employer Contributions on behalf of such Participants, the Employer must also credit vesting service for such period. If the Employer elects to make Employer Contributions on behalf of such Participants and Employee Contributions are generally required, the maximum amount of Employee Contributions required shall be deemed to have been made by the Participant, without any corresponding increase in the Participant's Employee Contribution Account(s).
- (d) Compensation Defined. For purposes of this Section, a Participant's Compensation during the period of Qualified Military Service shall be treated as equivalent to the Compensation he or she would have received during such period but for the period of Qualified Military Service. Such determination shall be based on the rate of pay the Employee would have received during that time; provided, however if the Compensation the Employee would have received during such period is not reasonably certain, Compensation for this purpose shall equal the Employee's average Compensation during the 12 months immediately preceding the Qualified Military Service (or, if shorter, the period of employment immediately preceding the Qualified Military Service).
- (e) Code Section 415. Any Contributions made pursuant to this Section are not subject to the limits under Code Section 415 in the Plan Year(s) in which they are made; rather, such Contributions are subject to such limits in the Plan Year(s) to which the Contributions relate.

#### **4.08 Form of Contributions**

All Contributions shall be paid to the Trust in the form of cash or cash equivalents.

#### **4.09 Circumstances Permitting Return of Employer Contributions**

A Contribution to the Plan and Trust by the Employer that was made by a mistake of fact shall be returned to the Employer. Any such Contribution shall be returned within one year after the mistaken payment of the Contribution. The amount of the Contribution that may be returned to the Employer is the excess of (i) the amount contributed over (ii) the amount that would have been contributed had there not occurred a mistake of fact. Earnings attributable to the excess Contribution may not be returned to the Employer, but losses attributable thereto must reduce the amount to be so returned.

#### **4.10 Trustee-to-Trustee Transfer**

A Participant may request a trustee-to-trustee transfer of all or part of the Participant's vested Account balance under this Plan, to a qualified governmental defined benefit plan (as defined under Code Section 414(d)) for the purpose of purchasing permissive past service credit (as defined under Code Section 415(n)(3)(A)) or for purposes of a repayment of Contributions under Code Section 415(k)(3), under the receiving plan. The Plan shall agree to make such a transfer only if (a) the defined benefit plan is sponsored by the same Employer; and (b) both plans provide for such transfer. Such transfer may be made before Severance from Employment.

### **ARTICLE V: ALLOCATIONS TO PARTICIPANTS' ACCOUNTS**

#### **5.01 Individual Accounts**

To the extent appropriate, the Third Party Service Provider shall establish and maintain, on behalf of each Participant or Beneficiary, an Account which shall be divided into segregated subaccounts. The subaccounts may include a Mandatory Employee Contribution, Employee After-Tax Contribution, the Employer Basic Contribution, Employer Discretionary Contribution, Employer Matching Contribution, and Rollover Accounts, and such other subaccounts as the Third Party Service Provider shall deem appropriate or helpful. Each Account shall be credited with Contributions allocated to it and generally shall be credited with earnings and losses on investments derived from the assets of such Accounts. Each Account of a Participant or Beneficiary shall be maintained until the value thereof has been distributed to or on behalf of such person.

#### **5.02 Allocations**

The Accounts of Participants, Inactive Participants and Beneficiaries shall be adjusted, subject to the provisions of Sections 5.03, 5.04 and 5.05, in accordance with the following:

- (a) Employee Contributions. As of each payroll period for which the Employee Contributions are made, such Employee Contributions shall be allocated and credited directly to such Participant's Employee Contribution Account(s).
- (b) Employer Contributions. At least annually, the Employer shall provide the Third Party Service Provider with all information required to make a proper allocation of the Employer Contributions (if any). As soon as practicable after the date of receipt by the Third Party Service Provider of such information, the Third Party Service Provider shall allocate the Employer Contributions (if any) to each Participant's Employer Contribution Accounts (if any) in accordance with Sections 4.02 and 4.03.
- (c) Restoration Contributions. As of the date on which a Restoration Contribution is received from an Active Participant, such Contribution (together with the nonvested benefits restored by the Plan as a result of such Contribution) shall be credited to the appropriate Account of the Active Participant, in the amounts held by such Account immediately prior to the earlier distribution to such Participant.

- (d) Income. As of each Valuation Date, any earnings or losses (net appreciation or net depreciation) shall be allocated to each Participant's Account. Each segregated Account maintained on behalf of a Participant shall be credited or charged with its separate earnings and losses.

### **5.03 Code Section 415 Limitations on Contributions**

(a) General Limit on Annual Additions

(i) Maximum Permissible Amount for Participants Not Covered by Another Plan.

Notwithstanding any other provision of this Plan, for a Participant who does not participate in, and has never participated in another qualified plan maintained by the Employer, or a welfare benefit fund (as defined in Section 419(e) of the Code), an individual medical account (as defined in Section 415(l)(2) of the Code), or a simplified employee pension (as defined in Section 408(k) of the Code) maintained by the Employer, which provides an Annual Addition, in no event shall the Annual Addition to a Participant's Account under this Plan, for any Limitation Year, exceed the Maximum Permissible Amount. The Maximum Permissible Amount is the lesser of:

- A. The maximum dollar amount permitted under Code Section 415(c)(1)(A) (as adjusted for cost of living by the Secretary of Treasury in accordance with Code Section 415(d)) or
- B. 100 percent of such Participant's 415 Compensation for the Limitation Year or
- C. Other limitation contained in the Plan.

If a short Limitation Year is created because of an amendment changing the Limitation Year to a different 12-consecutive month period, the dollar limitation specified in (A) above shall be adjusted by multiplying it by a fraction the numerator of which is the number of months in the short Limitation Year and the denominator of which is 12.

If the Plan is terminated as of a date other than the last day of the Limitation Year the Plan is deemed to have been amended to change its Limitation Year and the Maximum Permissible Amount shall be prorated for the resulting short Limitation Year.

The limitation specified in (B) above shall not apply to any contribution for medical benefits within the meaning of Code Section 401(h) or 419A(f)(2) after separation from service which is otherwise treated as an Annual Addition under Code Section 419A(d)(2) or 415(l)(1).

(ii) Maximum Permissible Amount for Participants Covered by Another Plan

If the Participant is covered under another defined contribution plan, or a welfare benefit fund, an individual medical account or a simplified employee pension maintained by the Employer, that provides an Annual Addition

during any Limitation Year, the provisions of this subsection 5.03(a)(ii) shall apply. In that case Annual Additions shall not exceed the lesser of;

- A. The Maximum Permissible Amount reduced by the Annual Additions to the Participant's account for the same Limitation Year under such other qualified plans, welfare benefit funds, individual medical accounts or simplified employee pension, or
- B. Any other limitation contained in the Plan.

If the Annual Additions with respect to a Participant under other qualified defined contribution plans, welfare benefit funds, individual medical accounts, and simplified employee pensions maintained by the Employer are less than the Maximum Permissible Amount and a contribution that would otherwise be contributed or allocated to the Participant's Account under the Plan would cause the Annual Additions for the Limitation Year to exceed the Maximum Permissible Amount, the amount to be contributed or allocated shall be reduced so that the Annual Additions for the Limitation Year shall equal the Maximum Permissible Amount. If the Annual Additions with respect to the Participant under such other qualified defined contribution plans, welfare benefit funds, individual medical benefit accounts or simplified employee pension in the aggregate are equal to or greater than the Maximum Permissible Amount, no amount shall be contributed or allocated to the Participant's Account under the Plan for the Limitation Year.

As soon as is administratively feasible after the end of the Limitation Year, the amounts referred to in Subsection 5.03(a)(i) shall be determined on the basis of the Participant's actual 415 Compensation for such Limitation Year.

(b) Correction of Excess Annual Additions.

If allocations to be credited to the Participant would cause that Participant's Account to exceed the applicable Section 415 limits for a Limitation Year (whether solely under this Plan or through a combination of plans required to be aggregated) allocations shall cease being made to the Plan on behalf of that Participant and no further allocations shall be made to the Plan on behalf of that Participant for that Limitation Year.

If the Annual Additions made on behalf of a Participant exceed the limitations set forth in this Section, the excess amount shall be corrected in accordance with a permissible correction method as set forth in the Employee Plans Compliance Resolution System, or other official Internal Revenue Service correction program.

(c) Annual Additions Defined.

For purposes of this Section, the term "Annual Additions" for any Participant means the sum for any Limitation Year of:

- (i) Contributions made by the Employer or an Affiliate on behalf of the Participant;

- (ii) Contributions made by the Participant [excluding Rollover Contributions, contributions made under Code Section 403(a)(4), 403(b)(8), 408(d)(3) and 414(h) and contributions of previously distributed benefits which result in such a Plan's restoration of previously forfeited benefits pursuant to Treasury Regulation Sections 1.411(a)-7(d)];
- (iii) Forfeitures allocated to the Participant;
- (iv) Amounts allocated for the benefit of the Participant to an individual medical account established under a pension or annuity plan maintained by the Employer or an Affiliate, as defined in Section 415(l)(2) of the Code and amounts derived from contributions paid or accrued under a welfare benefit fund, as defined in Section 419(e) of the Code maintained by the Employer ; and
- (v) Allocations under a simplified employer pension plan.

Annual Additions include only Employer and/or Affiliate contributions credited to a Participant's Account for the Limitation Year and certain transactions between the Plan and the Employer as described in Treasury Regulation Section 1.415(c)-1(b)(4) that are made during the Limitation Year. An Annual Addition is credited to the Participant's Account for a particular Limitation Year if it is allocated to the Participant's Account under the terms of the Plan as of any date within the Limitation Year. Employer contributions made by governmental employers, must be made to the Plan not later the 15<sup>th</sup> day of the tenth calendar month following the end of the calendar year or fiscal year within or within which the particular Limitation Year ends. Employee Contributions are not treated as credited to a Participant's Account for a particular Limitation Year unless the contribution is actually made to the Plan no later than 30 days after the close of that Limitation Year.

(d) Annual Additions Excluded Items

For purposes of this Section, the term "Annual Additions" for any Participant excludes the following:

- (i) Restorative payments allocated to a Participant's Account, including payments made to restore losses to the Plan resulting from actions (or a failure to act) by a fiduciary for which there is a reasonable risk of liability under applicable federal or state law, where similarly situated Participants are similarly treated;
- (ii) Direct transfers of a benefit of employee contributions from a qualified plan to the Plan;
- (iii) Restoration of an Employee's accrued benefit by the Employer or resulting from the repayment of cash-outs under Code Section 411(1)(3)(d) or 411(a)(7)(C);
- (iv) Repayments of employee contributions as described in Code Section 415(k); and
- (v) Rollover Contributions.



- (e) 415 Compensation Defined. For purposes of Code Section 415 and this Section 5.03, the term "415 Compensation" shall mean wages within the meaning of Code Section 3401(a) for the purpose of income tax reporting at the source but determined without regard to any rules that limit the remuneration included in wages based on the nature or location of the Employer or the services performed (such as the exception for agricultural labor in Code Section 3401(a)(2), as (i) adjusted for the special timing rules described in IRS Regulation Section 1.415(c)-2(e), and (ii) increased by any "deemed section 125 compensation," as described in IRS Regulation Section 1.415(c)-2(g)(6). "Compensation" for any Limitation Year is the compensation actually paid or includable in gross income during such year. "Compensation" shall not include mandatory contributions to a defined benefit plan sponsored by the Employer that are "picked up" pursuant to Section 414(h) of the Code and are treated as Employer contributions in determining their federal income tax treatment under the Code.

Notwithstanding the foregoing, "compensation" shall include any elective deferral (as defined in Code Section 402(g)(3)) and any amount that is contributed or deferred by the Employer at the election of the employee and which is not includable in the gross income of the Employee by reason of Code Sections 125 or 457. In addition, "compensation" shall be increased by the amount by which the Participant's pay is reduced by salary reduction or similar arrangement under Code Section 132(f)(4) (*i.e.*, a qualified transportation program).

The annual "compensation" taken into account shall not exceed the limitations of Code Section 401(a)(17) in effect as of the beginning of the Plan Year in which it is paid.

Amounts that would otherwise constitute "compensation" above but are paid from a nonqualified, unfunded deferred "compensation" plan sponsored by the Employer nevertheless shall constitute "compensation" for purposes of the limitations in Code Section 415 in the year in which such amounts are actually received by the Participant, but only to the extent such amounts are includable in the Participant's gross income.

The following amounts shall also constitute "compensation" only if the amounts are paid by the later of 2½ months after the Participant's Severance from Employment with the Employer or the end of the Limitation Year that includes the date of the Participant's Severance from Employment, and the amounts would have constituted "compensation" under this Section if they were paid prior to the Participant's Severance from Employment with the Employer:

- (i) Payment of regular Compensation for services during the Employee's regular working hours, or Compensation for services outside the Employee's regular working hours (such as overtime or shift differentials), commissions, bonuses or other similar payments and absent a Severance from Employment the payment would have been paid to the Employee while the Employee continued in employment with the Employer;

- (ii) Payment for unused accrued bona fide sick, vacation or other leave, but only if the Participant would have been able to use the leave if employment had continued; and
- (iii) Amounts received by a Participant pursuant to a nonqualified unfunded deferred "compensation" plan, but only if the payment would have been paid to the Participant at the same time if the Participant had continued in employment with the Employer and only to the extent that the payment is includible in the Participant's gross income.

Back pay, within the meaning of Section 1.415(e)-2)(g)(8) of the Treasury Regulations shall be treated as Compensation for the Limitation Year to which the back pay relates to the extent that the back pay represents wages and Compensation would otherwise be included under this definition.

Compensation shall not include amounts paid as compensation to a nonresident alien, as defined in Code Section 7701(b)(1)(B), who is not a Participant in the Plan to the extent the Compensation is excluded from gross income and is not effectively connected with the conduct of a trade or business within the United States.

Prior to the determination of a Participant's actual 415 Compensation for the Limitation Year, the amounts referred to in Subsection 5.03(a)(ii)(A) above may be determined on the basis of a reasonable estimation of the Participant's 415 Compensation for such Limitation Year, uniformly determined for all Participants similarly situated. Any Employer Contribution to be made based on estimated annual 415 Compensation shall be reduced by any excess 415 amounts carried over from prior Limitation Years.

Notwithstanding the general rules of this Section, the Plan will take into consideration 415 Compensation for a Limitation Year but not paid during the Limitation Year resulting from certain de minimis timing differences. Specifically, under this special rule, 415 Compensation shall include amounts earned during a Limitation Year but not paid during that Limitation Year solely because of the timing of pay periods and pay dates provided: (1) the amounts are paid during the first few weeks of the next Limitation Year; (2) the amounts are included on a uniform and consistent basis with respect to all similarly situated Participants and (3) no compensation is included in more than one Limitation Year.

#### **5.04 Notice to Participants of Account Balances**

At least once each calendar quarter, the Plan Administrator shall cause a written statement of a Participant's Account balance to be distributed to the Participant.

#### **5.05 Good Faith Valuation Binding**

In determining the value of the Trust Fund and the Accounts, the Third Party Service Provider and the Trustees shall exercise their best judgment, and all such determinations of value (in the absence of bad faith) shall be binding upon all Participants and Beneficiaries.

## **ARTICLE VI: RETIREMENT/SEVERANCE BENEFITS/IN-SERVICE DISTRIBUTIONS**

### **6.01 Retirement**

If a Participant has a Severance from Employment with the Employer at or after his Normal Retirement Date, he shall be one hundred percent (100%) vested in all of the amounts credited to his Account. Plan participation of an active Eligible Employee shall continue until his actual retirement date. Upon a Participant's actual retirement date, or as soon thereafter as is practicable, the Trustees shall cause the distribution of all amounts credited to such Participant's Account in accordance with Article VIII.

### **6.02 Severance for Other Reasons**

- (a) A Participant or Beneficiary may not receive a distribution from the Plan earlier than upon the Participant's Severance from Employment, death or Disability, except as otherwise provided in Section 6.04.
- (b) If a Participant has a Severance from Employment with the Employer before his Normal Retirement Date for any reason other than death or Disability, he is entitled to receive the amounts in his Account as of the date of benefit commencement to the extent he was vested in those amounts as of his Severance Date. The Participant's Account shall be distributed to him as provided under Article VIII of the Plan.
- (c) All Participants shall at all times be fully vested in their Employee Contribution and Rollover Accounts. Except as provided below, the Employer Contribution Accounts of a Participant shall vest in accordance with the vesting schedule as selected by the Employer in its Adoption Agreement, based on the total of the Participant's Years of Service. Additional rows may be added to any option in the Adoption Agreement, provided that the resulting schedule is at least as favorable as 15-year cliff vesting, 20-year graded from 5-20 Years of Service, or, for qualified public safety employees within the meaning of Code Section 72(t)(10)(B), 20-year cliff vesting.
- (d) Notwithstanding the rules above a Participant's Employer Contribution Account shall become 100 percent vested and nonforfeitable upon the occurrence of any of the following events:
  - (i) the Participant's attainment of Normal Retirement Age while still employed as an Employee of the Employer or Affiliate;
  - (ii) the Participant's death while still employed as an Employee of the Employer or Affiliate; or
  - (iii) the Participant's becoming Disabled while still employed as an Employee of the Employer or Affiliate.

**6.03 Timing and Application of Forfeitures; Vesting After Restoration Contributions**

If a Participant has a Severance from Employment, and the value of the Participant's vested Account Balance derived from Employer and Employee Contributions is not greater than \$5,000 (or such lesser amount as elected by the Employer in Section 8.05 of its Adoption Agreement) the Participant will receive a distribution of the value of the entire vested portion of such Account balance and the nonvested portion will be treated as a forfeiture. If a Participant would have received a distribution under the preceding sentence but for the fact that the Participant's vested Account balance exceeded \$5,000 (or such lesser amounts as elected by the Employer in Section 8.05 of its Adoption Agreement) when the Participant had a Severance from Employment, and if at a later time such Account balance is reduced such that it is not greater than \$5,000 (or such lesser amount as elected by the Employer in Section 8.05 of its Adoption Agreement), the Participant will receive a distribution of such Account balance and the nonvested portion will be treated as a forfeiture. If a Participant has no vested interest in his Account at the time of his Severance from Employment, he shall be deemed to have received a cash-out distribution at the time of his Severance from Employment, and the forfeiture provisions of this Section shall apply.

A forfeiture shall occur on the earlier of the date the Participant receives a distribution of the entire vested portion of his or her Account or the last day of the Plan Year in which the Participant incurs a one year Break in Service or one year Period of Severance. If on the Participant's Severance Date the value of the Participant's vested account balance is zero, the Participant will be deemed to have received his entire vested interest from the Plan on his Severance Date. If a Participant who is not yet 100% vested in his Employer Matching, Basic or Discretionary Contribution Accounts has a Severance from Employment and elects to receive an immediate distribution of the vested amounts in his Employer Matching, Discretionary or Basic Contribution Account, the nonvested amounts held in such Accounts shall be treated as Forfeiture. If the Participant elects to have distributed less than the entire vested portion of the Account balance derived from Employer Contributions, the part of the nonvested portion that will be treated as a forfeiture is the total nonvested portion multiplied by a fraction, the numerator of which is the amount of the distribution attributable to Employer Contributions and denominator of which is the total value of the vested Employer derived account balance. If a distribution is made at a time when a Participant is less than 100% vested in his Employer Matching, Basic or Discretionary Contribution Accounts and the Participant may increase his vested percentage in such Accounts a separate account will be established for the Participant's interest in the Plan as of the time of the distribution and at any relevant time, the Participant's vested Account balance of the separate account will be equal to an amount ("X") determined by the following formula:

$$X=P(AB+(RXD))-(RXD)$$

For purposes of this formula, P is the vested percent at the relevant time, AB is the Account balance at the relevant time, D is the amount of the distribution and R is the ratio of the Account balance at the relevant time to the Account balance after distribution.

Forfeitures shall be used to reduce the Employer's obligation to make Restoration Contributions, to reduce the Employer's obligation to make Employer Contributions or to pay expenses, as determined by the Employer. Forfeitures shall be so applied no later than the last day of the Plan Year following the Plan Year in which the forfeiture arose.

If a Participant resumes employment with the Employer after he has incurred 5 or more consecutive one year Periods of Severance or Breaks in Service, his nonvested amount shall not be restored. If a Participant resumes employment with the Employer before he has incurred 5 consecutive one year Periods of Severance or Breaks in Service, the nonvested amount shall be restored as follows:

- (a) Reemployment and Vesting After Cash-Out Distribution. If by the Participant's Reemployment Commencement Date, the Participant has received a distribution of the entire vested interest in his Account not later than the close of the second Plan Year following the Plan Year in which his Severance from Employment with all Affiliates occurred, the provisions of Section 4.06(a) shall apply (requiring repayment by such a Participant as a condition for restoration of the nonvested amount). Upon such repayment, the rehired individual immediately shall be credited on the vesting schedule set forth in Section 6.02 with all previously earned Years of Service for purposes of determining his vested interest in the restored Account.
- (b) Reemployment and Vesting Before Any Distribution. If by the Participant's Reemployment Commencement date the Participant has not received any distributions of his vested interest in his Account, or if he has no vested interest in his Account, the nonvested amount of his Accounts shall be restored pursuant to the terms of Section 4.06(b) and shall be credited to those Accounts. The Participant's Account then shall be subject to all of the vesting rules in this Article as if no Forfeitures had occurred.

#### **6.04 In-Service Distributions**

- (a) Availability. Except as elected by the Employer in its Adoption Agreement and as otherwise permitted under this Section 6.04 with respect to Participants who continue in employment past Normal Retirement Age or who continue in employment past their Required Beginning Date (as defined in Section 8.07(f)(v)), a Participant shall not be permitted to make a withdrawal from his Account under the Plan prior to retirement or Severance from Employment with the Employer and all Affiliated Employers, if any. The terms and conditions of any in-service withdrawals under this section shall be determined by the Third Party Service Provider, including frequency limitations and minimum or maximum withdrawal amounts.
- (b) Employee After-Tax Contributions. If so provided by the Employer in its Adoption Agreement, a Participant may elect to withdraw up to one hundred percent (100%) of the amount then credited to his or her Employee After-Tax Contribution Account.
- (c) Rollover Contributions. If so provided by the Employer in its Adoption Agreement, a Participant may elect to withdraw up to one hundred percent (100%) of the amount then credited to his or her Rollover Contribution Account.

- (d) Attained Age Withdrawals. If so provided by the Employer in its Adoption Agreement, a Participant who has attained the age specified in its Adoption Agreement may make a withdrawal, upon request, of up to one hundred percent (100%) of his or her vested Accounts, in one lump sum.
- (e) Active Military Distribution (HEART Act). A Participant performing service in the uniformed services as described in Code Section 3401(h)(2)(A) shall be treated as having been severed from employment with the Employer and shall, as long as that service in the uniformed services continues, have the option to request a distribution of all or any part of his or her vested Account. Any distribution taken by a Participant pursuant to the previous sentence shall be considered an Eligible Rollover Distribution.
- (f) Distributions based on Years of Plan Participation. If so provided by the Employer in its Adoption Agreement, a Participant who has participated in the Plan for a minimum of five (5) years, may make a withdrawal, upon request, of the lesser of the dollar amount specified in the Adoption Agreement or one hundred percent (100%) of his or her vested Account, in one lump sum.

## **ARTICLE VII: DEATH BENEFITS**

### **7.01 Death**

If the Severance from Employment of a Participant is caused by his death, or if an Inactive Participant dies before he receives a complete distribution of all his vested Accounts, his death benefit shall be equal to one hundred percent (100%) of his vested Account credited as of the Valuation Date coincident with or next following his date of death and the Beneficiary is entitled to receive the entire amount in his Account as of the date of distribution, to be paid in one lump sum or any form of payment available to Participants as elected by the Employer under Section 7.01 of the Adoption Agreement. The Participant's Beneficiary shall be the person(s) designated pursuant to Section 7.03. The Employer may require such proper proof of death and such evidence of the right of any person to receive payment of the value of the Account of a deceased Participant or a deceased Inactive Participant, as the Employer may deem desirable. The Employer's determination of death and of the right of any person to receive payment shall be conclusive.

Payment of benefits due under this Section shall be made in accordance with the provisions of this Article VII and Article VIII of the Plan.

### **7.02 Payment of Death Benefits**

- (a) Payments to Spouse. Except as provided in Section 8.07, if the Participant's Beneficiary is eligible to receive a death benefit under Section 7.01, payment of such benefit shall begin as soon as practical following the Participant's date of death.
- (b) Minimum Benefit Rules. All distributions will be made in accordance with Section 8.07 of the Plan, Code Section 401(a)(9), and the regulations promulgated under Code Section 401(a)(9).

**7.03 Beneficiary Designation**

In accordance with the terms of this Section 7.03, Participants shall designate and from time to time may redesignate their Beneficiary or Beneficiaries in such form and manner as the Third Party Service Provider may provide. If a Participant dies without designating a Beneficiary, or the Beneficiary designated by a Participant cannot be located within one year after the date benefits are to commence to said person, then the Beneficiary shall be the Participant's Surviving Spouse. If there is no Surviving Spouse, any benefits that remain payable shall be paid to the Participant's estate.

No Beneficiary designation shall be given effect to the extent that doing so violates O.C.G.A. 47-1-24, as it is in effect as of October 1, 2019, and is set forth in Schedule A hereto.

**7.04 Facility of Payment to Minors or For Incapacity**

If the Plan Administrator determines, on the basis of medical reports or other evidence satisfactory to the Plan Administrator, that the recipient of any benefit payments under the Plan is incapable of handling his affairs by reason of minority, illness, infirmity or other incapacity, the Administrator may direct the Trustee to disburse such payments to a person or institution designated by a court which has jurisdiction over such recipient or a person or institution otherwise having the legal authority under state law for the care and control of such recipient. The receipt by such person or institution of any such payments shall be complete acquittance therefore, and any such payment to the extent thereof, shall discharge the liability of the Trust for the payment of benefits hereunder to such recipient.

## **ARTICLE VIII: PAYMENT OF BENEFITS**

**8.01 Normal Payment Forms**

- (a) Forms of Payment. Except as otherwise provided herein or in the Employer's Adoption Agreement, a benefit described in this Article VIII shall be paid as selected by the Participant or Beneficiary from the following options:
  - (i) Single-Sum Payment. A single-sum payment of the Participant's Account balance.
  - (ii) Installment Payments. Certain periodic cash installments paid monthly, quarterly, semiannually or annually over a designated period of years offered by the Third Party Service Provider and as selected by the Participant or Beneficiary.
  - (iii) Rules Relating to Installments. If a Participant or Beneficiary elects for his benefit to be paid in installment payments over a term certain as provided in subsection (a)(ii) hereof, the following rules shall apply:
    - A. The maximum length thereof shall be the joint life expectancy of such Participant and his designated Beneficiary. The initial value of the obligation for the installment payments shall be equal to the amount

of the Participant's Account balance on the day payments are scheduled to commence. Notwithstanding anything herein to the contrary, distributions from the Plan must satisfy the requirements of Code Section 401(a)(9)(G), including the incidental benefit rules as described in Treasury Regulation Section 1.401(a)(9)-2.

- B. Notwithstanding anything herein to the contrary, a Participant or Beneficiary whose distribution of benefits from the Plan is in the form of installment payments may elect, at any time before his entire benefit has been distributed, to receive the remainder of his Account balance in the form of a single sum payment. The Participant or Beneficiary may also elect to change the installment method previously selected, to the extent permitted by the Third Party Service Provider.
  - C. If a Participant or Beneficiary dies after payment of his benefits from the Plan has begun but before his entire benefit has been distributed, the remaining amount of the Account balance shall be distributed to the Participant's or Beneficiary's designated Beneficiary; provided, the Beneficiary may elect to receive the remainder of the Account in the form of a single sum payment.
  - D. A Participant or Beneficiary who has elected to receive his benefit in the form of installment payments shall continue to have the right to direct the investment of that portion of his Account which has not yet been distributed.
- (iv) Systematic Payments. Certain periodic cash installments paid monthly, quarterly, semiannually or annually, in a designated dollar amount, as offered by the Third Party Service Provider and as selected by the Participant or Beneficiary.
- (v) Rules Relating to Systematic Payments. If a Participant or Beneficiary elects for his benefit to be paid in systematic payments in a designated dollar amount as provided in subsection (a)(iv) hereof, the following rules shall apply:
- A. The amount distributed from the Plan must, notwithstanding anything herein to the contrary, satisfy the requirements of Code Section 401(a)(9)(G), including the incidental benefit rules as described in Treasury Regulation Section 1.401(a)(9)-2. If the systematic payment elected by the Participant or Beneficiary is less than the amount required by Code Section 401(a)(9)(G), the Participant's or Beneficiary's systematic payment amount shall be increased by an amount determined by the Third Party Service Provider to ensure that such provisions are satisfied.
  - B. Notwithstanding anything herein to the contrary, a Participant or Beneficiary whose distribution of benefits from the Plan is in the form of systematic payments may elect, at any time before his entire



benefit has been distributed, to receive the remainder of his Account balance in the form of a single sum payment or convert to installment payments under subsection (a)(ii) hereof. The Participant or Beneficiary also may elect to change the systematic payment method previously selected, to the extent permitted by the Third Party Service Provider.

- C. If a Participant dies after payment of his benefits from the Plan has begun but before his entire benefit has been distributed, the remaining amount of the Account balance shall be distributed to the Participant's designated Beneficiary in the same payment form (and amount) elected by the Participant provided that his Beneficiary may elect to receive the remainder of the deceased Participant's Account in the form of a single sum payment or to adjust the payment form in any manner that the Participant could have, had the Participant survived.
  - D. A Participant who has elected to receive his benefit in the form of systematic payments shall continue to have the right to direct the investment of that portion of his Account that has not yet been distributed.
  - E. The Third Party Service Provider shall determine the minimum payment amount under a systematic payment election and the minimum Account balance required to elect systematic payments, which requirements shall be applied on a uniform basis to all similarly-situated Participants.
  - F. For purposes of determining whether a systematic payment is one of a series of substantially equal period payments (not less frequently than annually) made for the life (or the life expectancy) of the Employee or for the joint lives (or joint life expectancies) of the Employee and the Employee's designated beneficiary, or for a specified period of 10 years or more, pursuant to Code Section 402(c)(4)(A), the Third Party Service Provider shall apply reasonable actuarial assumptions in accordance with IRS Regulation 1.402(c)-2, Q-5(d)(2).
- (vi) A Combination Single-Sum Payment and Installments or Systematic Payments. A Participant may elect to have a portion of his Account paid as a single-sum payment pursuant to Section 8.01(a)(i) and the remainder paid in installments pursuant to Section 8.01(a)(ii) or systematic payments pursuant to Section 8.01(a)(iv). The amount paid pursuant to each sub-section shall be separately subject to the relevant rules applicable to that form of payment.
  - (vii) Other Forms. The Third Party Service Provider, may in its sole discretion, permit an Employer to offer its Participants benefit payments in one or more of the forms which appear in the Forms of Payment Addendum.

- (b) Direct Rollovers. Notwithstanding any other provision of the Plan to the contrary, a Distributee may elect to have any portion of a distribution due to him from the Plan, which is an Eligible Rollover Distribution, paid in a direct rollover to an Eligible Retirement Plan specified by the Distributee. However, a Distributee may not elect a direct rollover with respect to a portion of the Eligible Rollover Distribution if such portion totals less than \$500. For purposes of this Section, the term "Distributee" is defined in Section 2.13 hereof.

#### **8.02 Assets Distributed**

Any distribution to a Participant or his Beneficiary shall be made in the form of cash. Cash distributions shall be paid directly from the Trust Fund. Any payment made in accordance with the provisions of the Plan to a Participant or Beneficiary, or to his legal representative, shall, to the extent of the method of computation as well as the amount thereof, constitute full satisfaction of claims hereunder against the Trustees, the Third Party Service Provider and the Employer, any of whom may require such Participant, Beneficiary or legal representative, as a condition precedent to such payment, to execute a receipt and release therefor.

#### **8.03 Application for Benefits**

Except as otherwise required by law, before payment of any benefit hereunder, the Employer shall require that the Participant or Beneficiary, as the case may be, make a written election to receive such benefit and submit the election to the Employer in such form as the Third Party Service Provider shall prescribe. In order for such Participant's election to be valid, he must have a Severance from Employment or the distribution must be permitted by the Employer under Section 6.04 and the In-Service Withdrawal Addendum to the Adoption Agreement. Distribution of benefits under the Plan shall be made as soon as practicable after the Participant or Beneficiary files an election with the Plan Administrator requesting such payment. If a Participant or Beneficiary fails to file an election specifying the time of payment, his benefit shall be distributed no later than the Required Beginning Date (as defined in Section 8.07(f)(v) below). The Plan Administrator shall notify the Third Party Service Provider, whenever a Participant or Beneficiary is entitled to receive benefits under the Plan.

#### **8.04 Time of Payment**

Notwithstanding anything in the Plan to the contrary, and unless the Participant otherwise elects, payment of a Participant's benefit will begin no later than 60 days after the end of the Plan Year which includes the latest of (i) the date on which the Participant attained Normal Retirement Age, (ii) the date which is the 10th anniversary of the date he commenced participation in the Plan, or (iii) his Severance Date.

#### **8.05 Participant Consent to Distribution**

No distribution shall be made to the Participant after Severance from Employment before he reaches his Normal Retirement Age (or age 62, if later) without the Participant's consent, unless the Employer has elected to cash out de minimis Accounts in its Adoption Agreement and the Participant's vested interest in his Account does not exceed the maximum amount subject to automatic distribution pursuant to Section 8.06 below. Such consent shall be made

prior to the distribution. Notwithstanding any other provision of the Plan to the contrary, the consent of the Participant shall not be required to the extent that a distribution is required to satisfy Code Section 401(a)(9) or Code Section 415. In addition, upon termination of the Plan if it does not offer an annuity option (purchased from a commercial provider) and if the Employer does not maintain another defined contribution plan the Participant's Account shall, without the Participant's consent, be distributed to the Participant. However, if the Employer maintains another defined contribution plan then the Participant's Account shall be transferred, without the Participant's consent, to the other plan if the Participant does not consent to an immediate distribution.

#### **8.06 Small Payments and Automatic Rollovers**

If the Employer has elected to cash out de minimis Accounts under Section 8.05 of its Adoption Agreement, the Third Party Service Provider shall make distributions to Participants or Beneficiaries without an election from the Participant or the Beneficiary, if the Participant's Account is less than maximum cash out limit permitted under Code Section 411(a)(11)(A) (\$5,000 in 2018 or \$1,000 if so designated by the Employer in its Adoption Agreement) at the time of benefit commencement (including any Rollover Contribution and any earnings and losses attributable thereto). If the vested interest in the Participant's Account does not exceed one thousand dollars (\$1000), distribution shall be made to the Participant or Beneficiary in a lump sum as soon as practical. If the mandatory distribution is greater than \$1,000, and if the Participant or Beneficiary does not elect to have such distribution paid directly to an Eligible Retirement Plan specified by the Participant or Beneficiary in a direct rollover, or to receive the distribution directly in accordance with the terms of the Plan, then the Third Party Service Provider shall make such distribution in a direct rollover to an individual retirement plan designated by the Third Party Service Provider on behalf of the Participant or Beneficiary.

#### **8.07 Required Minimum Distributions**

- (a) Code Section 401(a)(9). All distributions will be made in accordance with Code Section 401(a)(9), the minimum distribution incidental benefit requirement of Code Section 401(a)(9)(G), the regulations promulgated under Code Section 401(a)(9) and any other provisions reflecting the requirements of Code Section 401(a)(9) and prescribed by the Internal Revenue Service. The terms of the Plan reflecting the requirements of Code Section 401(a)(9) override the distribution options (if any) in the Plan which are inconsistent with those requirements. Under no circumstances, however, shall the rules stated in this Section 8.07 be deemed to provide distribution rights to Participants or their Beneficiaries that are more expansive or greater than the distribution rights stated elsewhere in this Plan (such as a later beginning date for distributions or a longer payout period for distributions). For example, distributions to a Participant under this Section 8.07 may only be made in a form that is provided pursuant to Section 8.01. In addition, if the Plan requires distributions to commence to Participants or a Beneficiary before age 70 ½, such distributions must commence by the date specified elsewhere in this Plan and may not be delayed to age 70-1/2.

- (b) Limits on Distribution Periods. As of the first distribution calendar year, distributions to a Participant, if not made in a single lump sum, may only be made over one of the following periods:
- (i) The life of the Participant,
  - (ii) The joint lives of the Participant and a Designated Beneficiary,
  - (iii) A period certain not extending beyond the life expectancy of the Participant, or
  - (iv) A period not extending beyond the joint life and last survivor expectancy of the Participant and a Designated Beneficiary.
- (c) Time and Manner of Distribution Under Code Section 401(a)(9). The provisions of Section 8.07 (b), (c), (d), and (e), will apply for purposes of determining required minimum distributions under Code Section 401(a)(9) for calendar years beginning with the 2003 calendar year. The Participant's entire interest will be distributed, or begin to be distributed to the Participant no later than the Participant's Required Beginning Date. If the Participant dies before distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:
- (i) If the Participant's Surviving Spouse is the Participant's sole Designated Beneficiary, then distributions to the Surviving Spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant dies, or by December 31 of the calendar year in which the Participant would have attained age 70 1/2, if later.
  - (ii) If the Participant's Surviving Spouse is not the Participant's sole Designated Beneficiary, distributions to the Designated Beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant dies.
  - (iii) If there is no Designated Beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.
  - (iv) If the Participant's Surviving Spouse is the Participant's sole Designated Beneficiary and the Surviving Spouse dies after the Participant but before distributions to the Surviving Spouse begin, then subsection (c)(ii), (iii), or (iv) will apply as if the Surviving Spouse were the Participant.

For purposes of this Section 8.07(c) and Section 8.07(e), unless Section 8.07(c)(iv), applies, distributions are considered to begin on the Participant's Required Beginning Date. If Section 8.07(c)(iv) applies, distributions are considered to begin on the date distributions are required to begin to the Surviving Spouse under Section 8.07(c)(i).

Notwithstanding any provisions of the Plan to the contrary, a Participant who would have been required to receive required minimum distributions for 2009 but for the enactment of Code Section 401(a)(9)(H), will not receive those distributions for 2009 unless the Participant chooses to receive such distributions. Participants described in

the preceding sentence will be given the opportunity to elect to receive the distributions described in the preceding sentence. In addition, any 2009 required minimum distributions will be treated as Eligible Rollover Distributions.

- (d) Required Minimum Distributions During Participant's Lifetime. During the Participant's lifetime, the minimum amount that will be distributed for each distribution calendar year is the lesser of:
- (i) the quotient obtained by dividing the Participant's Account balance by the distribution period in the Uniform Lifetime Table set forth in Treasury Regulation Section 1.401(a)(9)-9 Q&A-2, using the Participant's age as of the Participant's birthday in the distribution calendar year; or
  - (ii) if the Participant's sole Designated Beneficiary for the distribution calendar year is the Participant's Spouse, the quotient obtained by dividing the Participant's Account balance by the number in the Joint and Last Survivor Table set forth in Treasury Regulation Section 1.401(a)(9)-9 Q&A-3, using the Participant's and Spouse's attained ages as of the Participant's and Spouse's birthdays in the distribution calendar year.

Required minimum distributions will be determined under Section (i) beginning with the first distribution calendar year and up to and including the distribution calendar year that includes the Participant's date of death.

- (c) Required Minimum Distributions After Participant's Death.
- (i) Death On or After Date Distributions Begin with no Designated Beneficiary. If the Participant dies on or after the date distributions begin and there is no Designated Beneficiary as of September 30 of the year after the year of the Participant's death, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account balance by the Participant's remaining life expectancy calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.
  - (ii) Death On or After Date Distributions Begin with a Designated Beneficiary. If the Participant dies on or after the date distributions begin and there is a Designated Beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account balance by the longer of the remaining life expectancy of the Participant or the remaining life expectancy of the Participant's Designated Beneficiary, determined as follows:
    - A. The Participant's remaining life expectancy is calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.
    - B. If the Participant's Surviving Spouse is the Participant's sole Designated Beneficiary, the remaining life expectancy of the Surviving Spouse is calculated for each distribution calendar year

after the year of the Participant's death using the Surviving Spouse's age as of the Spouse's birthday in that year. For distribution calendar years after the year of the Surviving Spouse's death, the remaining life expectancy of the Surviving Spouse is calculated using the age of the Surviving Spouse as of the Spouse's birthday in the calendar year of the spouse's death reduced by one for each subsequent calendar year.

- C. If the Participant's Surviving Spouse is not the Participant's sole Designated Beneficiary, the Designated Beneficiary's remaining life expectancy is calculated using the age of the Designated Beneficiary in the year following the year of the Participant's death, reduced by one for each subsequent year.

(iii) Death Before Date Distributions Begin

- A. If the Participant dies before the date distributions begin and there is a Designated Beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account balance by the remaining life expectancy of the Participant's Designated Beneficiary, determined as provided in Section 8.07(e)(i).
- B. If the Participant dies before the date distributions begin and there is no Designated Beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.
- C. If the Participant dies before the date distributions begin, the Participant's Surviving Spouse is the Participant's sole Designated Beneficiary, and the Surviving Spouse dies before distributions are required to begin to the Surviving Spouse under Section 8.07(c)(i), this Section 8.07(e)(iii) will apply as if the Surviving Spouse were the Participant.

(f) Definitions

- (i) Designated Beneficiary. The Designated Beneficiary is the individual who is designated as the Beneficiary under Section 7.03 of the Plan and is the Beneficiary under Code Section 401(a)(9) and Section 1.401(a)(9)-4, of the Treasury regulations.
- (ii) Distribution calendar year. The distribution calendar year is a calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the Participant's Required Beginning Date. For distributions beginning after the Participant's death, the first distribution calendar year is the calendar year in which distributions are required to begin under Section 8.07(c). The Required Minimum Distribution for the Participant's first distribution

calendar year will be made on or before the Participant's Required Beginning Date. The required minimum distribution for other distribution calendar years, including the required minimum distribution for the distribution calendar year in which the Participant's Required Beginning Date occurs, will be made on or before December 31 of that distribution calendar year.

- (iii) Life expectancy. Life expectancy is computed by use of the Single Life Table in Treasury Regulation Section 1.401(a)(9)-9 Q&A-1.
- (iv) Participant's Account balance. Participant's Account balance is the Account balance as of the last valuation date in the calendar year immediately preceding the distribution calendar year (valuation calendar year) increased by the amount of any Contributions made and allocated or forfeitures allocated to the Account balance as of dates in the valuation calendar year after the valuation date and decreased by distributions made in the valuation calendar year after the valuation date. The Account balance for the valuation calendar year includes any amounts rolled over or transferred to the Plan either in the valuation calendar year or in the distribution calendar year if distributed or transferred in the valuation calendar year.
- (v) Required Beginning Date. The later of April 1 following the calendar year (i) in which the Participant attains age 70-1/2, or (ii) in which the Participant has a Severance from Employment. The Participant's Severance from Employment shall not, for purposes of this Section 8.07, be later than the date that the Participant retires within the meaning of Code Section 401(a)(9)(C)(i)(II).

#### **8.08 Nonalienation of Benefits**

Except with respect to federal income tax levies, forfeitures required under State law or as otherwise required by law, benefits payable under this Plan shall not be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, charge, garnishment, execution, or levy of any kind, either voluntary or involuntary, including any such liability which is for alimony or other payments for the support of a Spouse or former spouse or for any other relative of the Employee, prior to actually being received by the person entitled to the benefit under the terms of the Plan. Any attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber, charge or otherwise dispose of any right to benefits payable hereunder, shall be void. The Plan does not recognize domestic relations orders.

#### **8.09 Forfeiture of Benefits**

All Employer Contribution Accounts under the Plan may be forfeited or reduced in the manner and to the extent required under O.C.G.A. Sections 47-1-21 through Sections 47-1-25, as such provisions are in effect as of October 1, 2019, and are set forth in Schedule A hereto, if the Participant or Beneficiary is convicted of a public employment, drug related or other covered crime.

#### **8.10 Unclaimed Benefits**

The Plan Administrator shall at all times be responsible for determining the whereabouts of each Participant and Beneficiary who may be entitled to benefits under the Plan and shall direct the Third Party Service Provider as to the current address of each Participant and Beneficiary. The Trustee and Third Party Service Provider shall have no duty to make any distribution other than those for which it has received a satisfactory direction from the Plan Administrator with a known address. Notwithstanding the foregoing, if a Participant becomes entitled to benefits under the Plan and the Plan Administrator is unable to locate such Participant (after sending a letter, return receipt requested, to the Participant's last known address, and after such further diligent efforts as the Plan Administrator in its sole discretion deems appropriate) within one year from the date upon which he becomes so entitled, the Plan Administrator shall direct that such benefits be paid to the person(s) who have been designated as the Participant's Beneficiary or, if none, who have been designated as the Beneficiary by operation of the Plan; and, provided further, if the distribution is payable upon termination of the Plan, the Plan Administrator shall not be required to wait until the end of such 1-year period. If neither the Participant nor his Beneficiary can be located and all of them fail to claim such benefits by the end of the fifth Plan Year following the Plan year in which such Participant becomes entitled to such benefits, then the full Account of the Participant shall be deemed abandoned and treated as a Forfeiture; provided, in the event such Participant or Beneficiary is located or makes a claim subsequent to the allocation of the abandoned Account but prior to the expiration of the time within which any such person's claim to the Account would expire under appropriate state law, then the amount of the abandoned Account (unadjusted for any investment gains or losses from the time of abandonment) shall be restored (from abandoned Accounts, Trust earnings or Contributions made by the Employer) to such Participant or Beneficiary, as appropriate; and, provided further, the Plan Administrator, in its sole discretion, may delay the deemed date of abandonment of any such Account for a period longer than the prescribed five Plan Years if it believes that it is in the best interest of the Plan to do so.

#### **8.11 Maintenance of Account**

Upon the entitlement of a Participant or his Beneficiary to benefits under the Plan, the amount from which benefits are payable, may be retained in the Trust Fund as such Participant's Account. Any such Account shall benefit proportionately from any earnings of the Trust Fund and any appreciation in the value of its assets and shall suffer the detriment of any losses or depreciation in the value of the Trust assets. The Account balance shall be distributed to the Participant or his Beneficiary at such time and in such manner as provided in the Plan.

#### **8.12 Denial of Claims**

- (a) Procedure. Request for benefits under the Plan shall be approved by the Plan Administrator or its designee.
- (b) Review Procedure. Any Participant or Beneficiary who has been denied a benefit, or his duly authorized representative, shall be entitled, upon request to the Plan Administrator, to appeal the denial of his claim. To do so, the claimant must obtain a form from the Plan Administrator on which to request further consideration of his



position. The claimant, or his duly authorized representative, may review pertinent documents related to the Plan and in the Employer's or the Plan Administrator's possession in order to prepare the appeal. The form containing the request for review, together with a written statement of the claimant's position, must be filed with the Plan Administrator no later than 60 days after receipt of the written notification of denial of a claim. The Plan Administrator's decision shall be made within 120 days following the filing of the request for review, shall be communicated in writing to the claimant and shall be final and binding. If unfavorable, the notice of decision shall explain the reason or reasons for denial and indicate the provisions of the Plan or other documents used to arrive at the decision.

### **8.13 Explanation of Certain Rollover Distributions**

Within a reasonable period of time (as defined for purposes of Code Section 402(f)) before making an Eligible Rollover Distribution from the Plan to a Participant or Beneficiary, the Third Party Service Provider shall provide such Participant or Beneficiary with a written explanation of: (a) the provisions under which the distributee may have the distribution directly transferred to another Eligible Retirement Plan, (b) the provisions which require the withholding of tax on the distribution if it is not directly transferred to another Eligible Retirement Plan, (c) the provisions under which the distribution will not be subject to tax if transferred to an Eligible Retirement Plan within 60 days after the date on which the distributee receives the distribution, and (d) such other terms and provisions as may be required under Code Section 402(f) and the regulations promulgated thereunder.

## **ARTICLE IX: TRUST FUND INVESTMENTS**

### **9.01 Contributions to Trust Fund**

All Contributions are to be paid over to the Trustees to be held in the Trust Fund and invested in accordance with the terms of the Plan and the separate Trust Agreement.

### **9.02 Investment Funds**

- (a) Named Investment Funds. The Trustees shall select and make available the array of Investment Funds for the investment of Contributions and Accounts. The Investment Funds in such array may be selected, modified or eliminated from time to time without necessity of amendment to the Plan.
- (b) Reinvestment of Cash Earnings. Any investment earnings received in the form of cash with respect to any Investment Fund (in excess of the amounts necessary to pay Plan or Trust expenses) shall be reinvested in such Investment Fund.
- (c) Investment Policy Statement. The Trustees shall establish the general investment policy guidelines and directions respecting Investment Fund options under the Plan.

### **9.03 Participant Direction of Investments**

If elected by the Employer in its Adoption Agreement, Participants and Beneficiaries may direct the manner in which their Accounts shall be invested among the Investment Funds selected by the Trustee; provided, such investment directions shall be made in accordance with the following terms:

- (a) Investment of Account. As of each business day, Contributions, plus earnings (or losses) thereon, will be transferred to the Investment Funds in the proportion designated by the Participant, Beneficiary or a designee pursuant to the most recent election, as described below. If the Participant, Beneficiary or designee does not make an investment election, the Participant's or Beneficiary's Accounts shall be invested in the Investment Fund determined by the Trustees as the default fund. Effective as of each day following his Entry Date into the Plan, the Participant, Beneficiary or designee may elect the percentage of the Participant's or Beneficiary's Account that will be invested in each Investment Fund. Each such election shall remain in effect until changed by the Participant, Beneficiary or designee. If the Participant, Beneficiary or designee fails to make an election for his Accounts pursuant to the terms of this subsection or if an investment election is incomplete or insufficient in some manner, the Accounts will continue to be invested in the same manner provided under the terms of the most recent election affecting such Accounts.
- (b) Conditions Applicable to Elections. Allocations of investments in the various Investment Funds, as described in subsection (a) hereof, shall be made in whole percentages as directed by the Participant, Beneficiary or designee. The Third Party Service Provider shall adopt and maintain procedures to be followed in making such investment elections. Such procedures may include, but are not limited to, the format of the election forms, use of interactive telephone system, the deadline for filing elections and the effective date of such elections; provided, elections must be permitted at least once every three months.
- (c) Self-Directed Brokerage Accounts. Investment Funds may include but are not limited to self-directed brokerage accounts. The Employer shall determine the extent to which Participants may utilize such self-directed brokerage accounts in its Adoption Agreement or through a written Plan amendment.

### **9.04 Expenses**

To the extent permitted by law, all reasonable expenses for administration of the Plan and Trust may be paid by the Trust; provided however, the Employer may pay all expenses in the administration of the Plan outside of the Plan, if it chooses not to pay them out of the Trust.

### **9.05 Voting and Tender Offer Rights with Respect to Investment Funds**

Only if, to the extent and in the manner, permitted by the Trust and/or any documents establishing or controlling any of the Investment Funds, shall Participants and Beneficiaries be given the opportunity to vote and tender their interests in each such Investment Funds. Otherwise, such interests shall be voted and/or tendered by the Trustees, Investment Manager or other fiduciary that controls such Investment Fund, as may be provided in the controlling documents.

## **ARTICLE X: ADMINISTRATION**

### **10.01 Plan Administrator's Powers and Responsibility**

The Plan Administrator shall have control of the administration of the Plan hereunder, with all powers necessary to enable it properly to carry out its duties as set forth in the Plan. The Plan Administrator is the agent for service of legal process for the Plan. The Plan Administrator shall have the following duties and responsibilities some or all of which may be delegated in whole or in part to the Third Party Service Provider in a separate agreement:

- (a) to construe the Plan and to determine all questions that shall arise thereunder;
- (b) to select the Third Party Service Provider and Trustee, provided however, that by adopting this Plan, the Plan Administrator is deemed to have selected Association County Commissioners of Georgia as the Third Party Service Provider and the Association County Commissioners of Georgia Defined Contribution Plan Program Board of Trustees as the Trustee;
- (c) to decide all questions relating to the eligibility of Employees to participate in the Plan;
- (d) to determine the benefits of the Plan to which any Participant or Beneficiary may be entitled;
- (e) to make such adjustments which it deems necessary to correct any arithmetical or accounting errors;
- (f) to utilize the correction programs or system established by the Internal Revenue Service;
- (g) to maintain and retain records relating to Participants and Beneficiaries;
- (h) to prepare and furnish to Participants all information required under state or federal law or provisions of the Plan to be furnished to them;
- (i) to prepare and furnish to the Third Party Service Provider sufficient employee data and the amount of Contributions received from all sources so that the Third Party Service Provider may maintain separate accounts for Participants and Beneficiaries and make required payments of benefits;
- (j) to prepare and file or publish with all other appropriate government officials all reports and other information required under law to be so filed or published;
- (k) to provide directions to the Trustee with respect to methods of benefit payment and all other matters where called for in the Plan or requested by the Trustees;
- (l) to engage assistants and professional advisers;
- (m) to arrange for fiduciary bonding, if necessary;
- (n) to provide procedures for determination of claims for benefits; and
- (o) to delegate any or all of these responsibilities.

#### **10.02 Directions**

Any notice, direction, order, request, certification or instruction to the Third Party Service Provider or to the Trustees shall be in writing and shall be signed by a Plan Administrator. Any written communication or disclosure to Participant required under the Plan may be provided in any other medium (electronic, telephonic, or otherwise) that is permitted under applicable laws and regulations. The Trustees and every other person shall be entitled to rely conclusively upon any and all such notices, directions, orders, requests, certifications and instructions received from the Plan Administrator and reasonably believed to be properly executed, and shall act in accordance therewith.

#### **10.03 Reporting and Disclosure**

The Plan Administrator shall keep all individual and group records relating to Participants and Beneficiaries and all other records necessary for the proper operation of the Plan. Such records shall be made available to each Participant and Beneficiary for examination during normal business hours except that a Participant or Beneficiary shall examine only such records as pertain exclusively to the examining Participant or Beneficiary and the Plan. The Plan Administrator shall prepare and shall file as required by law or regulation all reports, forms, documents and other items required by the Code and every other relevant statute, each as amended, and all regulations thereunder. This provision shall not be construed as imposing upon the Plan Administrator the responsibility or authority for the preparation, preservation, publication or filing of any document required to be prepared, preserved or filed by the Third Party Service Provider or Trustees to whom such responsibilities are delegated by law or by the Plan or Trust.

#### **10.04 Construction of the Plan**

The Employer shall take such steps as are considered necessary and appropriate to remedy any inequity that results from incorrect information received or communicated in good faith or as the consequence of an administrative error. The Employer shall interpret the Plan and shall determine the questions arising in the administration, interpretation and application of the Plan. The Employer shall endeavor to act, whether by general rules or by particular decisions, so as not to discriminate in favor of or against any person and so as to treat all persons in similar circumstances uniformly. The Employer shall correct any defect, reconcile any inconsistency or supply any omission with respect to the Plan.

#### **10.05 Effect of Failure to Qualify Under the Code**

Notwithstanding any other provision of the Plan or Trust to the contrary, if the Employer's Plan fails to be a qualified plan under the Code, such plan can no longer participate in this preapproved plan arrangement and shall be considered an individually designed plan.

#### **10.06 Assistants and Advisers**

- (a) Delegation. The Employer and the Plan Administrator shall have the right to delegate any of their responsibilities hereunder and to hire such professional assistants and consultants as they, in their sole discretion, deem necessary or advisable.

- (b) Investment Policy. The Employer shall delegate its responsibilities for establishing and carrying out an investment policy and selecting, monitoring and maintaining Investment Funds to the Trustees.
- (c) Reliance. The Employer shall be entitled to rely upon all certificates and reports made by an accountant, attorney or other professional adviser selected pursuant to this Section and shall be fully protected in respect to any action taken or suffered by them in good faith in reliance upon the advice or opinion of any such accountant, attorney or other professional adviser; and any action so taken or suffered shall be conclusive upon each of them and upon all other persons interested in the Plan.

**10.07 Bonding**

The Employer shall arrange for fiduciary bonding if required by law, but no bonding in excess of the amount required by law shall be required by the Plan.

## **ARTICLE XI: ALLOCATION OF AUTHORITY AND RESPONSIBILITIES**

**11.01 General Responsibilities**

The Employer is a fiduciary with respect to the Plan and has the following authority and responsibilities:

- (a) to appoint the Plan Administrator, and to monitor its performance;
- (b) to communicate such information to the Trustees and the Third Party Service Provider as each needs for the proper performance of its duties;
- (c) to provide channels and mechanisms through which the Third Party Service Provider and the Trustees can communicate with Participants and Beneficiaries;
- (d) to delegate responsibilities to officers, employees or to other individuals;
- (e) perform such duties as are imposed by law or by regulation.

**11.02 Third Party Service Provider**

The Third Party Service Provider shall have the authority and responsibilities as provided herein. Nothing in this Plan, however, shall preclude the Employer or any other entity from delegating to the Third Party Service Provider additional authority and responsibilities involving the Plan pursuant to a separate agreement that the Employer or such other entity may deem appropriate.

**11.03 Trustees**

Each Trustee shall have the powers and duties set forth in the Trust Agreement.

**11.04 Limitations on Obligations of Fiduciaries**

No fiduciary shall have authority or responsibility to deal with matters other than as delegated to it under the Plan, the Trust Agreement, or any other written agreement or by operation of law. A fiduciary shall not in any event be liable for breach of fiduciary responsibility or obligation by another fiduciary if the responsibility or authority for the act or omission deemed to be a breach was not within the scope of such fiduciary's authority or delegated responsibility.

**11.05 Delegation**

Fiduciaries shall have the power to delegate specific fiduciary responsibilities (other than a Trustee's responsibilities). Such delegations may be to officers or employees of the Employer or to other persons, all of whom shall serve at the pleasure of the fiduciary making such delegation and, if full-time employees of the Employer, without compensation. Any such person may resign by delivering a written resignation to the delegating fiduciary. Vacancies created by any reason may be filled by the appropriate fiduciary or the assigned responsibilities may be reabsorbed or redelegated by the fiduciary.

**11.06 Multiple Fiduciary Roles**

Any person may hold more than one position of fiduciary responsibility and shall be liable for each such responsibility separately.

**ARTICLE XII: MISCELLANEOUS**

**12.01 No Guarantee of Employment**

Nothing contained in this Plan shall be construed as a contract of employment between the Employer and any Employee, or as a right of any Employee to be continued in the employment of the Employer, or as a limitation of the right of the Employer to discharge any of its Employees, with or without cause.

**12.02 Rights to Assets**

No Employee or Beneficiary shall have any right to, or interest in, any assets of the Plan upon Severance from Employment or otherwise, except as provided from time to time under this Plan, and then only to the extent of the benefits payable under the Plan to such Employee or Beneficiary out of the assets of the Plan. All payments of benefits as provided for in this Plan shall be made solely out of the assets of the Plan and none of the fiduciaries shall be liable therefor in any manner. Whenever the Plan pays a benefit in excess of the maximum amount of payment required under the Plan, the Plan Administrator will have the right to recover any excess payment, plus earnings at the Plan Administrator's discretion, on behalf of the Plan, from the Participant or his Beneficiary. This right of recovery includes but is not limited to a right of offset against future benefit payments to be made under the Plan to the Participant or the Beneficiary.

**12.03 Nonforfeitability of Benefits**

Subject only to the specific provisions of this Plan, nothing shall be deemed to divest a Participant of his right to the nonforfeitable benefit to which he becomes entitled in accordance with the provisions of this Plan.

**12.04 Governing Law**

The Plan shall be governed by the laws of the State of Georgia and federal law to the extent applicable.

**12.05 Construction**

Where required by the context, the noun, verb, adjective, and adverb forms of each defined term shall include any of its other forms. The masculine gender, where appearing in the Plan, shall be deemed to include the feminine gender, unless the context clearly indicates to the contrary. Whenever used herein, the singular shall include the plural, and the plural shall include the singular, unless the context requires otherwise. The words "hereof," "herein," "hereunder" and other similar compounds of the word "here" shall mean and refer to the entire Plan and not to any particular provision or Section. Article and Section headings are included for convenience of reference and are not intended to add to, or subtract from, the terms of the Plan.

**12.06 Action by the Employer**

Whenever the Employer under the terms of the Plan is permitted or required to do or perform any act or matter, it shall be done and performed by a duly authorized individual or by the governing body of the Employer.

**12.07 Uniformity**

All provisions of the Plan shall be interpreted and applied in a uniform and nondiscriminatory manner.

## ARTICLE XIII: AMENDMENT, TERMINATION AND ADOPTION

### 13.01 Amendments

- (a) Adoption Agreement Elective Provisions. The elective provisions of the Employer's Adoption Agreement and Addenda may be amended at any time and from time to time by written amendment approved by the governing body of the Employer, provided:
- (i) No amendment shall increase the duties or liabilities of the Trustees without the consent of the Trustees;
  - (ii) No amendment shall be made which would divert any of the assets of the Trust Fund to any purpose other than the exclusive benefit of Participants and Beneficiaries, except that the Plan may be amended retroactively and to affect the Accounts of Participants and Beneficiaries if necessary to cause the Plan and Trust to be qualified under the Code; and
  - (iii) No amendment may affect the Plan's preapproved status.
- (b) Plan Amendments by Employer. The Employer, through its governing body, may amend the Plan by adopting provisions that are not included in the Preapproved Plan. Any such amendment shall be made through use of the Plan Superseding Provisions Addendum to the Adoption Agreement. Any amendments so made by the Employer to the Preapproved Plan must also be approved by the Trustees.
- (c) Plan Amendment by Trustees. ACCG has delegated to the Trustees the authority to act on its behalf for purposes of adopting amendments to the Plan. Accordingly, the Trustees may amend the Plan at any time; provided, however, for non-discretionary Plan amendments that are either required by the Internal Revenue Service in order to maintain the qualified status of the Plan or universally applicable to all Employers that have adopted the Plan, the Plan may be amended by action of the Trustees with written notice to the Employer. An amendment made by the Trustees may be made effective on a date prior to the first day of the Plan Year in which it is adopted if, in published guidance, the Internal Revenue Service either permits or requires such an amendment to be made to enable the Plan and Trust to satisfy the applicable requirements of the Code and all requirements for the retroactive amendment are satisfied. The Trustees will provide a copy of all Plan Amendments to each Employer and will notify each Employer in writing if the Plan is discontinued. The Trustees shall satisfy any recordkeeping and notice requirements imposed by the Internal Revenue Service in order to maintain its amendment authority.
- (d) No Authority to Amend Individually Designed Plan. The Trustees will no longer have the authority to amend the Plan on behalf of an Employer as of the earlier of (a) the date of the adoption of an Employer amendment to the Plan to incorporate a provision that is not allowable in the Preapproved Program, as described in Section 6.03 of Rev. Proc. 2017-41 (or the successor thereto), or (b) the date the Internal Revenue Service gives notice that the Plan is being treated as an individually-designed Plan due to the nature and extent of amendments. The



Employer may amend the Plan to the extent necessary to satisfy Code Section 415 because of the required aggregation of multiple plans under Code Section 415.

- (e) Amendments Affecting Accrued Benefits. Except as permitted by Section 13.01(c) no amendment to the Plan shall be effective if it has the effect of decreasing a Participant's Account. If the vesting schedule of the Plan is amended, the nonforfeitable interest of a Participant in his Account, determined as of the later of the date the amendment is adopted or the date it becomes effective shall not be less than the Participant's nonforfeitable interest in his Account determined without regard to the amendment. If the Plan's vesting schedule is amended and an active Participant's vested interest as calculated by using the amended vesting schedule is less in any year than the active Participant's vested interest calculated under the Plan's vesting schedule immediately prior to the amendment, the amended vesting schedule shall apply only to Employees first hired on or after the effective date of the change in vesting schedule.

### **13.02 Termination of Plan**

- (a) Right to Terminate Plan. The Employer expects the Plan to be continued indefinitely, but has no obligation or liability to maintain the Plan any length of time and may amend the Plan to terminate the Plan without liability at any time by action of the governing body of the Employer. In such event, the Third Party Service Provider and the Trustees shall be promptly notified of such decision in writing. The Employer may amend the Plan at any time to completely discontinue Contributions to the Plan or freeze the Plan and may amend the Plan to provide for contributions to recommence.
- (b) Vesting Upon Complete or Partial Termination. If the Plan is terminated by the Employer or Contributions to the Plan are completely discontinued or the Plan experiences a partial termination, the Accounts of all affected Participants shall become 100 percent vested and nonforfeitable. Upon termination of the Plan, the Plan Administrator, in its sole discretion, shall instruct the Trustees either (i) to continue to manage and administer its portion of the assets of the Trust for the benefit of the Participants and their Beneficiaries pursuant to the terms and provisions of the Plan, or (ii) dissolve its portion of the Trust.
- (c) Dissolution of Trust. If the Employer decides to terminate the Plan and dissolve the portion of Trust assets attributable to its Plan, as soon as practicable following the termination of the Plan or the Employer's decision, whichever is later, the portion of Trust assets attributable to the Employer's Plan shall be converted to cash or other distributable assets, to the extent necessary to effect a complete distribution of the Plan assets to the affected Participants as described below. Following completion of the conversion, on a date agreed to by the Trustees and the Employer, each Employee or former Employee of the Employer with an Account under the Plan shall receive a distribution of the total amount then credited to his Account in one lump sum payment. The amount of cash and other property distributable to each such individual shall be determined as of the date of distribution. In the case of a termination distribution as provided herein, the Plan Administrator may direct the

Trustees to take any action dealing with unclaimed benefits. Upon completion of such distributions, the Trustees shall be relieved from all liability under the Trust and no Participant or other person shall have any claim thereunder, except as required by applicable law. The Employer shall be responsible for any due and accrued expenses and liabilities of its portion of the Trust assets and any expenses involved in termination of the Plan.

- (d) Missing Participants. If a distribution is to be made to a Participant or Beneficiary who cannot be located upon Plan termination, following the Plan Administrator's completion of such search methods as described in applicable Department of Labor guidance, the Plan Administrator shall give instructions to the Trustee to roll over the distribution to an individual retirement account established by the Plan Administrator in the name of the missing Participant or Beneficiary, which account shall satisfy the requirements of the Department of Labor automatic rollover safe harbor generally applicable to amounts less than or equal to the maximum cash-out permitted under Code Section 401(a)(31) that are mandatorily distributed by the Plan.
- (e) Merger or Consolidation. In the case of any merger or consolidation of the Plan with, or transfer of assets and liabilities of the Plan to, any other plan, provision must be made so that each Participant would, if the Plan then terminated, receive a benefit immediately after the merger, consolidation or transfer equal to or greater than the benefit to which he would have been entitled to receive immediately before the merger, consolidation or transfer had the Plan then terminated.

### **13.03 Amendment and Continuation of Prior Plan; Transfer of Funds**

- (a) Amendment and Continuation of Prior Plan. If the Employer had previously established a plan (the "Prior Plan") which is a defined contribution plan under the Code and which on the date of adoption of the Plan meets the applicable requirements of Code Section 401(a), the Employer may, in accordance with the provisions of the Prior Plan, amend and restate the Prior Plan in the form of this Plan and become the Employer hereunder, subject to the following:
  - (i) Subject to the provisions of the Plan, each individual who was a Participant in the Prior Plan immediately prior to the effective date of such amendment and restatement shall become a Participant in this Plan on the effective date of the amendment and restatement, provided he or she is an Eligible Employee as of that date.
  - (ii) No election may be made under the vesting provisions of the Adoption Agreement if such election would reduce the benefits of a Participant under the Plan to less than the benefits to which he would have been entitled if he voluntarily separated from the service of the Employer immediately prior to such amendment and restatement.
  - (iii) No amendment to the Plan shall decrease a Participant's Account.

- (iv) The amounts standing to the credit of a Participant's Account immediately prior to such amendment and restatement which represent the amounts properly attributable to (A) contributions by the Participant and (B) contributions by the Employer and forfeitures shall constitute the opening balance of his Account or Accounts under this Plan.
  - (v) Amounts being paid to an Inactive Participant or to a Beneficiary in accordance with the provisions of the Prior Plan shall continue to be paid in accordance with such provisions.
  - (vi) All assets of the predecessor trust shall be invested by the Trustee as soon as reasonably practicable. The Employer agrees to assist the Trustee in any way requested by the Trustee in order to facilitate the transfer of assets from the predecessor trust to the Trust Fund.
- (b) Transfer of Funds from an Existing Plan. The Employer may from time to time direct the Trustee, in accordance with such rules as the Trustee may establish, to accept cash, allowable fund shares or participant loan promissory notes transferred for the benefit of Participants from a trust forming part of another qualified plan under the Code, provided such plan is a defined contribution plan. Such transferred assets shall become assets of the Trust as of the date they are received by the Trustee. Such transferred assets shall be credited to Participants' Accounts in accordance with their respective interests immediately upon receipt by the Trustee. A Participant's vested interest under the Plan in transferred assets which were fully vested and nonforfeitable under the transferring plan shall be fully vested and nonforfeitable at all times. It is the Employer's obligation to ensure that all assets of the Plan, other than those maintained in separate trust or fund, are transferred to the Trustee. The Trustee shall have no liability for and no duty to inquire into the administration of such transferred assets for the period prior to the transfer.
- (c) Acceptance of Assets by Trustee. The Trustee shall not accept assets that are not either in a medium proper for investment under the Plan, as set forth in the Plan or as otherwise determined by the Trustee in its sole discretion, or in cash. Such assets shall be accompanied by instructions in writing (or such other medium as may be acceptable to the Trustee) showing separately the respective contributions by the prior employer (or current Employer to a prior plan) and by the Participant, and identifying the assets attributable to such contributions. The Trustee shall establish such accounts as may be necessary or appropriate to reflect such contributions under the Plan. The Trustee shall hold such assets for investment in accordance with the provisions of Article IX, and shall in accordance with the instructions of the Employer make appropriate credits to the Accounts of the Participants for whose benefit assets have been transferred.
- (d) Transfer of Assets from Trust. The Employer may direct the Trustee to transfer all or a specified portion of the Trust assets to any other plan or plans maintained by the Employer or the employer or employers of an Inactive Participant or Participants, provided that the Trustee has received evidence satisfactory to it that such other plan meets all applicable requirements of the Code, and provided that the assets so

transferred shall be accompanied by instructions from the Employer naming the persons for whose benefit such assets have been transferred, showing separately the respective contributions by the Employer and by each Inactive Participant or Participant, if any, and identifying the assets attributable to the various contributions. The Trustee shall not transfer assets hereunder until all applicable filing requirements are met. The Trustee shall have no further liabilities with respect to assets so transferred.

## SCHEDULE A

### STATE STATUTORY PROVISIONS REFERENCED

#### O.C.G.A. 47-1-20

##### Definitions

As used in this article, the term:

- (1) "Conviction" means a judgment of conviction for the commission of a crime which is entered upon a verdict or plea of guilty.
  - (1.1) "Drug related crime" means a felony specified in subsection (b) of Code Section 16-13-30 and any felony specified in Code Section 16-13-31.
  - (1.2) "Economic impact of a public employment related crime" means the total of the economic gain to the perpetrator of a public employment related crime and the economic loss to the public entity.
- (2) "Employee contribution" means that part of the compensation of a public employee which is paid by the employee or by the employer on the employee's behalf to a public retirement system as a requirement for membership in the public retirement system.
- (3) "Final conviction" means a conviction which has been upheld after the convicted person has exhausted all appeals of the conviction.
- (4) "Political subdivision" means any county, municipality, or local school district.
- (5) "Public employee" means elected and appointed officials and employees of the state or any branch, department, board, bureau, commission, authority, or other agency of the state and elected and appointed officials and employees of any political subdivision or authority or other agency of a political subdivision.
- (6) "Public employment related crime" means any one or more of the following crimes:
  - (A) Theft as provided in any one or more of Code Sections 6-8-2 through 16-8-9 when the theft is by an officer or employee of a government in breach of duties as such officer or employee and conviction for such crime is punishable under paragraph (3) of subsection (a) of Code Section 16-8-12;
  - (B) Any felony provided for in Article 1 of Chapter 10 of Title 16, relating to abuse of governmental office;
  - (C) Making false statements or concealing facts in matters within the jurisdiction of the state or a political subdivision as provided in Code Section 16-10-20;
  - (D) Conspiracy to defraud the state or a political subdivision as provided in Code Section 16-10-21;
  - (E) Stealing, altering, or concealing public records as provided in Code Section 45-11-1;
  - (F) Selling offices or dividing fees as provided in Code Section 45-11-2; and

- (G) Any felony conviction for any of the crimes specified in subparagraphs (A) through (E) of this paragraph under the laws of any other state or the United States; provided, however, that the provisions of this subparagraph shall apply to persons who first or again become members of a public retirement system on or after July 1, 2008.
- (7) "Public retirement system" means any retirement or pension system now or hereafter created by or pursuant to the authority of Georgia law or the Constitution of Georgia which has public employees as members of the retirement or pension system.
- (8) "Vested" means having sufficient creditable service as a member of a public retirement system to qualify to receive a retirement benefit upon retirement or termination from public service or upon attaining retirement age if public service is terminated prior to attaining such age.

**O.C.G.A. 47-1-21.**

**Public employees in service on July 1, 1985**

(a) This Code section shall apply to public employees in service on July 1, 1985, as long as such employees remain in continuous service as public employees. Any public employee in service on July 1, 1985, who ceases to be a public employee on or after that date and who subsequently again becomes a public employee shall be subject to the provisions of Code Section 47-1-22 upon again becoming a public employee. Any person who was a public employee prior to July 1, 1985, and who ceased to be a public employee prior to that date shall be subject to the provisions of Code Section 47-1-22 if such person again becomes a public employee after July 1, 1985.

(b) If a public employee commits a public employment related crime on or after July 1, 1985, in the capacity of a public employee and is convicted for the commission of such crime, such employee's membership in any public retirement system shall terminate on the date of final conviction and such employee shall not at any time thereafter be eligible for membership in any public retirement system. For any such public employee finally convicted for the commission of a public employment related crime, the right to any benefit or any other right under any public retirement system in which the employee is a member shall be determined as of the date of final conviction.

**O.C.G.A. 47-1-22**

**47-1-22. Public employment related crime committed in the capacity of public employee**

(a) This Code section shall apply to public employees first or again becoming public employees after July 1, 1985.

(b) If a public employee commits a public employment related crime in the capacity of a public employee and is convicted for the commission of such crime, upon final conviction such person's benefits under a public retirement or pension system, including any survivor's benefits if applicable, shall be reduced by an amount equal to three times the economic impact of the crime, as determined pursuant to the provisions of Code Section 47-1-25. Payment of such benefits shall cease until such amount has been forfeited, after which benefits shall be restored. If the person has not begun to receive a benefit, the deduction shall commence at the time such benefits would

normally begin. For purposes of this subsection, the term "benefit" shall not include a refund of employee contributions without interest.

#### **O.C.G.A. 47-1-22.1**

##### **47-1-22.1. Drug related crimes; public employees first or again becoming public employees after July 1, 1990**

(a) Except as otherwise provided in this subsection, this Code section shall not apply to any public employee in service on July 1, 1990, and shall apply only to those public employees entering public service after July 1, 1990. A public employee in service on July 1, 1990, who ceases to be a public employee and terminates his or her membership in a public retirement system after that date and who subsequently again becomes a public employee shall be subject to the provisions of this Code section, beginning with the date of such subsequent employment. Any person who was a public employee prior to July 1, 1990, and who ceased to be a public employee and terminated his or her membership in a public retirement system prior to that date shall be subject to the provisions of this Code section if such person again becomes a public employee after July 1, 1990, beginning with the date of such subsequent employment.

(b) If a public employee who is not vested under a public retirement system commits a drug related crime and is convicted for the commission of such crime, such public employee shall forfeit all rights and benefits under and membership in the public retirement system in which the employee is not a vested member, effective on the date of final conviction. Any such public employee shall not at any time after such final conviction be eligible for membership in any public retirement system. Any employee contributions made by any such public employee to any public retirement system in which the employee is not a vested member shall be reimbursed, without interest, to the public employee within 60 days after the date of final conviction for the commission of the drug related crime.

(c) If a public employee who is vested under a public retirement system commits a drug related crime, such employee's active membership in any public retirement system shall terminate on the date of final conviction and such employee shall not at any time thereafter be eligible for active membership in any public retirement system. For any such public employee, the right to any benefit or any other right under any public retirement system in which the employee is a vested member shall be determined as of the date of final conviction.

(d) The provisions of Code Section 47-1-23 shall apply to a public employee charged with the commission of a drug related crime in the same manner that they apply to a public employee charged with the commission of a public employment related crime.

#### **O.C.G.A. 47-1-22.2**

##### **47-1-22.2. Final conviction: notification to former public employer and public retirement system**

Upon the final conviction of any person for a public employment related crime, the prosecuting attorney shall so notify the defendant's former public employer and any public retirement system in which he or she knows the convicted public employee to be an active, inactive, or retired member. Upon such notification, the public employer shall also notify any such public retirement system.

## **O.C.G.A. 47-1-23**

### **47-1-23. Construction**

Nothing in this article shall be construed to create a right for any public employee who is charged with the commission of a public employment related crime to remain a public employee or a member of a public retirement system until such employee is finally convicted for the commission of such crime. Nothing in this article shall be construed to create a right for a public employee who is charged with the commission of a public employment related crime to accrue rights or benefits under a public retirement system after the date any such employee ceases to be a member of such public retirement system.

## **O.C.G.A. 47-1-24**

### **47-1-24. Persons who commit murder or voluntary manslaughter of member, etc., of public retirement system not to receive refund of contributions or benefits**

No person who commits or conspires to commit the murder or voluntary manslaughter of a member, retiree, or beneficiary under a public retirement system shall receive any refund of contributions or any benefit under the public retirement system upon the death of the member, retiree, or beneficiary, even though the person so killing or conspiring is a named beneficiary for such refund of contributions or benefit. A plea of guilty or a judicial finding of guilt which is not reversed or otherwise set aside as to any such crime shall be prima-facie evidence of guilt for the purpose of applying the provisions of this Code section. All rights, interests, and entitlements to any such refund of contributions or benefit shall go to the secondary beneficiary designated by the member, retiree, or beneficiary, if a secondary beneficiary is designated and is living, upon the death of the member, retiree, or beneficiary, but otherwise to the member's, retiree's, or beneficiary's estate.

## **O.C.G.A. 47-1-25**

### **47-1-25. Proceedings to determine economic impact of employment related crime**

Within 30 days following the day the board of trustees receives notice that a member of the retirement system has been convicted of a public employment related crime, the board shall initiate proceedings in the Office of State Administrative Hearings, under the provisions of Article 2 of Chapter 13 of Title 50, to determine the economic impact of the public employment related crime. Such matter shall be deemed to be a contested case within the meaning of such article. The Department of Law shall represent the board of trustees in such proceedings. The decision of the administrative law judge shall be final unless appeal is made as otherwise provided by law.

## **O.C.G.A. 47-23-1**

### **47-23-1. Definitions**

As used in this chapter, the term:

(13) "Juvenile court judge" means a juvenile court judge now or hereafter appointed or otherwise holding office pursuant to Code Section 15-11-18 relative to the creation of juvenile courts, except judges of the superior courts sitting as juvenile court judges and juvenile court judges who are members of local retirement or pension systems created by local law.



**O.C.G.A. 47-23-100**

**47-23-100. "Salary" defined for different classes of members**

- (a) As used in this article, the term "salary" means:
- (1) For superior court judges, the earnable monthly compensation from state funds provided by law for judges of the superior courts on the date the member begins receiving a retirement benefit;
  - (2) For district attorneys, the earnable monthly compensation from state funds provided by law for district attorneys on the date the member begins receiving a retirement benefit;
  - (3) For judges and solicitors-general of state courts, the average earnable monthly compensation received as such judge or solicitor-general; provided, however, that for members who become members after July 1, 1998, such amount shall not exceed the salary from state funds provided by law for superior court judges; and
  - (4) For juvenile court judges, the average earnable monthly compensation received as such juvenile judge; provided, however, that for members who become members after July 1, 1998, such amount shall not exceed the salary from state funds provided by law for superior court judges.
- (b) The monthly employee contributions made by the employer on behalf of the member under Code Sections 47-23-80, 47-23-81, and 47-23-82 shall be used in the computation of the member's salary for the computation of the member's retirement benefits.
- (c) Notwithstanding any provision of this chapter to the contrary, a member's salary shall be subject to limitations set forth in Code Section 47-1-13.



Russell R. McMurry, P.E., Commissioner  
One Georgia Center  
600 West Peachtree Street, NW  
Atlanta, GA 30308  
(404) 631-1000 Main Office

January 19, 2022

Lee Co Manager  
Attn: Christi Dockery  
102 Starksville Ave N  
Leesburg, Georgia 31763

RE: Speed Zone Ordinances for: Lee County

Dear Mrs. Dockery:

The Georgia Department of Transportation is in the process of updating the existing speed limits on routes in your County to bring them into compliance with present regulations. A new Ordinance for Lee County has been prepared for your convenience and execution.

When it is properly signed and attested, please **return the original** to: Georgia Department of Transportation 710 West Second Street Tifton Georgia 31794 (Attn. Tracy Bullard) and our office will forward it to the Department of Public Safety for an updated radar permit for the County.

If you have any questions pertaining to this matter, feel free to give me a call.

Sincerely,

A handwritten signature in cursive script, appearing to read "Tracy Bullard".

Tracy Bullard, Civil Engineer 3, for  
Randy Rathburn, JR, PE  
District Traffic Engineer  
(229) 386-3435

The County of Lee is hereby requesting that the following roadways be approved for the use of speed detection devices:

**LIST OF ROADWAYS**  
for  
**Lee County**

**ON-SYSTEM ROADWAYS**

**ALL ON-SYSTEM ROUTES HAVE BEEN VERIFIED BY GEORGIA DEPARTMENT OF TRANSPORTATION**

STATE ROUTE	WITHIN THE CITY / TOWN LIMITS OF <i>and/or</i> School Name	FROM	MILE POINT	TO	MILE POINT	LENGTH IN MILES	SPEED LIMIT
SR 3 / US19		Dougherty County Line	0.00	665 feet north of Endoline Dr./CR 397	1.10	1.10	45
SR 3 / US19		665 feet north of Endoline Dr./CR 397	1.10	211 ft. north of Cannon Dr./CR 223 (South Leesburg City Limits)	6.43	5.33	55
SR 3 / US19		1,637 feet south of Lagg Rd./CR 313 (North Leesburg City Limits)	8.78	2,006 feet north of Pettis Rd./CR 37 (South Smithville City Limits)	18.64	9.86	65
SR 32		Terrell Co. Line	0.00	581 feet east of Linden Rd./CR 257 (West Leesburg City Limits)	8.00	8.00	55
SR 32		53 feet east of Firetower Road/CR 177 (East Leesburg City Limits)	10.58	Worth County Line	18.63	8.05	55
SR 91		Dougherty County Line	0.00	State Route 32	8.88	8.88	55
SR 118		Terrell County Line	0.00	317 feet west of Rhodes St./CR 39 (West Smithville City Limits)	2.85	2.85	55
SR 118		106 ft east of John St./CS 516 (East Smithville City Limits)	4.50	927 feet east of Beauchamp Rd./CR 153	5.12	0.62	45
SR 118		927 feet east of Beauchamp Rd./CR 153	5.12	Sumter County Line	11.85	6.73	55
SR 133		Dougherty County Line	0.00	475 feet north of Long Dirt Rd./CR 182	0.25	0.25	45
SR 133		475 feet north of Long Dirt Rd./CR	0.25	1,478 ft. south of Forrester Pkwy/CR	2.14	1.89	55

STATE ROUTE	WITHIN THE CITY / TOWN LIMITS OF and/or School Name	FROM	MILE POINT	TO	MILE POINT	LENGTH IN MILES	SPEED LIMIT
		182		452			
SR 133		1,478 ft. south of Forrester Pkwy/CR 452	2.14	422 ft. south of Forrester Pkwy/CR 452	2.34	0.20	50
SR 133		422 ft. south of Forrester Pkwy/CR 452	2.34	US 19/SR 3	2.54	0.20	40
SR 195		1,003 feet north of Groover St./CR 116 (North Leesburg City Limits)	1.37	2,046 feet north of Groover St./CR 116 of CR 116	1.57	0.20	45
SR 195		2,046 feet north of Groover St./CR 116 of CR 116	1.57	Sumter County Line	14.51	12.94	55
SR 377		State Route 195	0.00	Sumter County Line	8.65	8.65	55
SR 520		Terrell County Line	0.00	Terrell County Line	0.59	0.59	65
SR 520		<i>This road runs in Terrell County from MP 0.59 to 1.39</i>					
SR 520		Terrell County Line	1.39	2,957 feet east of Hickory Grove Rd./CR 66	4.90	3.51	65
SR 520		2,957 feet east of Hickory Grove Rd./CR 66	4.90	106 feet east of Wingate Lane/CR 304	6.35	1.45	55
SR 520		106 feet east of Wingate Lane/CR 304	6.35	Dougherty County Line	6.73	0.38	45
SR 520		<i>SR 520 runs in Dougherty County from MP 6.73 to 7.03</i>					
SR 520		Dougherty County Line	7.03	Dougherty County Line	7.33	0.30	45

**\*SCHOOL ZONES ARE EFFECTIVE\***

**A.M.** from 45 minutes prior to commencement time to 15 minutes after commencement time

—  
**SCHOOL DAYS ONLY.**

**P.M.** from 15 minutes prior to dismissal time to 45 minutes after dismissal time —

**SCHOOL DAYS ONLY.**

**OFF-SYSTEM ROADWAYS**

**ALL OFF-SYSTEM ROUTES WILL NOT BE VERIFIED BY GEORGIA DEPARTMENT OF TRANSPORTATION**

<b>ROAD NAME</b>	<b>WITHIN THE CITY / TOWN LIMITS OF and/or School Name</b>	<b>FROM</b>	<b>TO</b>	<b>LENGTH IN MILES</b>	<b>SPEED LIMIT</b>
CR 2/Richardson Rd		1,570 feet east of SR 3	South Smithville City Limits	2.64	45
CR 3/ Smithville Rd.		211 feet north of CS 598 (North Leesburg City Limits)	SR 118	11.07	55
CR 4/Lovers Lane Rd		<b>Dougherty/Lee County Line</b>	<b>CR 113/Dogwood Lane</b>	0.60	45
CR 4/Lovers Lane Rd		<b>CR 113/Dogwood Lane</b>	<b>SR 32</b>	7.02	55
CR 4/Old Stage Rd.		<b>SR 32</b>	<b>CR 116/Groover St</b>	1.20	35
CR 5/Grave Springs Rd.		<b>SR 91</b>	<b>CR 122/Nesbitt Rd</b>	3.28	45
CR 5/Grave Springs Rd		<b>CR 122/Nesbitt Rd</b>	<b>SR 32</b>	2.45	55
CR 7/Mossy Dell Rd.		<b>SR 32</b>	<b>CR 231/New York Rd</b>	2.93	55
CR 23/Chokee Rd		<b>SR 195</b>	<b>Sumter County Line</b>	3.82	55
CR 43/Jordan Rd		<b>3,907 ft. north of SR 3 Bypass (North Leesburg City Limits)</b>	<b>CR 227/Pinewood Rd</b>	2.79	55
CR 45/Lumpkin Rd		<b>CR 3/Smithville Rd</b>	<b>CR 30/Griffith Rd</b>	1.58	45
CR 46/Middle Rd S		<b>SR 32</b>	<b>SR 91</b>	2.10	45
CR 52/Cutts Rd		<b>CR 23/Chokee Rd</b>	<b>CR 51/Pryor Rd</b>	0.77	45
CR 53/Airport Rd		<b>Lee/Sumter County Line</b>	<b>Smithville City Limits</b>	4.05	55
CR 63/Ledo Rd		<b>SR 520</b>	<b>CR 64/Hugh Rd</b>	0.45	55
CR 63/Ledo Rd		<b>CR 64/Hugh Rd</b>	<b>SR 3</b>	3.10	45
CR 69/Fussell Rd.		<b>CR 230/Palmyra Rd</b>	<b>CR 246/ Archie Dr</b>	1.47	50
CR 69/Fussell Rd.		<b>CR 246/Archie Dr</b>	<b>SR 520</b>	1.24	45
CR 64/Hugh Rd.		<b>CR 63/Ledo Rd</b>	<b>CR 64/Fussel Rd</b>	0.45	45
CR 68/ Winifred Rd.		<b>SR 520</b>	<b>Lee-Dougherty Line</b>	3.25	55

ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF <i>and/or</i> School Name	FROM	TO	LENGTH IN MILES	SPEED LIMIT
CR 73/Stocks Dairy Rd		SR 91	2,045 feet east of CR 181/Akers Cir	4.00	45
CR 73/Miller Rd		2,045 ft E CR 181/Ackers Circle	CR 74/White Pond Rd	2.10	45
CR 74/White Pond Rd		SR 91	1,610 feet N of CR 419/Hattie Bell Ln	3.37	45
CR231/Philema Rd N		SR 32	CR 232/New York Rd	4.68	55
CR 98/Mayhaw Rd.		SR 3	CR 4/Lovers Lane	1.73	55
CR 101/Century Rd.		CR 4/ Lovers Lane	4,699 ft E SR 3	0.89	55
CR 101/Century Rd E		4,699 ft E SR 3	3,186 ft E SR 3	0.25	45
CR 101/Century Rd E		3,186 ft E SR 3	1320 ft W SR 3	0.85	35
CR 101/Century Rd W		1,320 ft W SR 3	2,640 ft W SR 3	0.25	45
CR 101/Century Rd W		2640 ft W SR 3	CR 240/Palmyra Rd.	1.54	55
CR 104/Creekside Dr		SR 3	CR 203/Creek Dr	0.83	35
CR 105/Gendale Rd.		CR 104/ Creekside Drive	370 ft. east of CR 212	0.51	30
CR 105/Gendale Rd.		370 ft. east of CR 212	SR 3	0.20	40
CR 108/ Kinchafoonee Creek Rd		CR 107/Creekside Dr	SR 3	0.99	35
CR 109/Cedric St/Haley Dr		SR 3	CR 4/Lovers Ln.	2.32	45
CR 111/Cypress Point Circle		CR 101/Century Rd W	CR 101/Century Rd W	1.05	30
CR 124/Thundering Springs Rd		SR 91	Dead End	2.27	30
CR 128/Hartley Lane		CR 74/White Pond Rd	Dead End	0.78	30
CR 131/First Rd		CR 73/Stocks Dairy Rd	CR 197/Big Oak Rd	0.52	30
CR 132/Helen St		CR 197/Big Oak Rd	CR 541/Fourth St	0.76	30
CR 132/Fourth Rd		CR 73/Stocks Dairy Rd	CR 132/Helen St	0.21	30
CR 133/Third Rd		CR 73/Stocks Dairy Rd	CR 132/Helen St	0.21	30

ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF <i>and/or</i> School Name	FROM	TO	LENGTH IN MILES	SPEED LIMIT
CR 134/Second Rd		CR 73/Stocks Dairy Rd	CR 132/Helen St	0.21	30
CR 135/Lazy Acres Rd		CR 91/Philema Rd S	Dead End	0.43	30
CR 136/Sportsman Club Rd		SR 91/Philema Rd S	Dougherty County Line	1.30	30
CR 137/ Chehaw Cir.		Dougherty/Lee County Line	CR 137	1.14	35
CR 138/Cookville Rd		SR 520	Terrell County Line	0.90	35
CR 160/Westfield Rd		CR 161/Northampton Rd	CR 4/Lovers Lane Rd	0.76	35
CR 161/Northampton Rd		CR 4/Lovers Lane Rd	Dead End	2.48	35
CR 162/Greyfairs Ln		CR 4/Lovers Lane Rd	CR 163/Churchill Cir	0.11	30
CR 163/Churchill Circle		CR 163/Churchill Circle	CR 4/Lovers Lane Rd	0.83	30
CR 165/David Rd		CR 73/Stocks Dairy Rd	Dead End	0.56	30
CR 171/N Doublegate Dr		SR 520	Dougherty/Lee County Line	1.08	35
CR 172/ Armena Rd		CR 140/Sasser Rd	SR 520	0.71	55
CR 186/Donald Rd		CR 73/Stocks Dairy Rd	Dead End	0.58	30
CR 197/Big Oak Rd		CR 136/ Sportsman Club Rd	CR 414/Long Pine Dr	0.51	30
CR 200		CR 161/Northampton Rd	CR 161/Northampton Rd	0.78	30
CR 203/Creek Dr		CR 104/Creekside Dr	CR 214/Cherokee Dr	0.84	30
CR 205/Jackson Dr		CR 206/Lee Dr	CR 108/Kinchafoonee Creek Rd	0.30	30
CR 209/Margate Dr		CR 65	CR 222/Berkeley Rd	0.26	30
CR 212/Seminole Ave		CR 214/Crow Dr	CR 105/Glendale Rd	0.39	30
CR 214/Crow Dr		CR 105/Glendale Rd	CR 203/Creek Dr	0.36	30
CR 216/Story Ln		SR 520	Dougherty/Lee Co Line	1.07	35
CR 217/Warrington Rd		CR 250/Marlow Ln	CR 222/Berkeley Rd	0.16	30

ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF <i>and/or</i> School Name	FROM	TO	LENGTH IN MILES	SPEED LIMIT
CR 222/Berkeley Rd		Dead End	CR 216/Story Lane	0.69	30
CR 223/Cannon Dr		SR 3	Dead End/Cul De Sac	0.44	30
CR 227/Pinewood		SR 32	SR 3	5.89	55
CR 228/Oakland Rd.		SR 520	1056 ft. N. of SR 520	0.20	45
CR 228/ Oakland Rd		1056 ft. N. of SR 520	James Pond Rd.	4.19	55
CR 229/Bronwood Rd		Lee/Terrell County Line	CR 227/Pinewood Rd	1.69	55
CR 230/ Palmyra Rd.		CR 63/Ledo Rd	CR 64/Fussell Rd.	1.00	45
CR 230/Palmyra Rd		CR 64/ Fussell Rd.	SR 32	6.51	55
CR 231/Philema Rd		SR 195	SR 32	9.88	55
CR 232/New York Rd.		CR 231	Lee Co/Sumter Co Line	10.38	55
CR 237/Creekview Dr		CR 5/Grave Springs Rd	Dead End	0.59	30
CR 239/Thimblemill Dr		CR 163/Churchill Circle	CR 269/Thimblemill Dr	0.72	30
CR 241/Pineridge Dr		CR 4/Lovers Lane Rd	Cul-de-sac	0.53	30
CR 242/Southill Dr		CR 241/Pineridge Dr	CR 161/Northampton Rd	0.56	30
CR 243/Midway St.		CR 241	CR 242	0.05	30
CR 244/Canuga Dr		SR 3	Cul-de-sac	1.03	35
CR 245/Alachua Lane		CR 244/Canuga Dr	Cul-de-sac	0.30	30
CR 246/Archie Dr		CR 63/Ledo Rd	CR 64/Fussell Rd	0.85	45
CR 247/Charlie Ln		CR 246/Archie Dr	CR 64/Fussell Rd	0.50	30
CR 248/Brenda Ln		CR 247/Charlie Ln	CR 246/Archie Dr	0.32	30
CR 249/Danbury Ln		CR 171/N Doublegate Dr	CR 370/ Red Oak Ave	0.96	30
CR 250		CR 65	Dead End	0.39	30



ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF <i>and/or</i> School Name	FROM	TO	LENGTH IN MILES	SPEED LIMIT
CR 251/Martindale Dr		CR 171/N Doublegate Dr	Dead End	0.31	30
CR 252/Somerset Dr		CR 249/Danbury Lane	CR 65/Liberty Lane	0.69	30
CR 256/N Wood Dr		CR 226/Quail St	Cul-de-sac	0.34	30
CR 265/Country Dr		CR 4/ Lovers Lane Rd	Cul-de-sac	0.36	30
CR 277/Dunaway Dr		Lee/Dougherty Co Line	Dead End	0.70	35
CR 288/James Pond Rd		1.74 miles n of CR 101/Century Rd	SR 32	1.35	55
CR 289/Pelham Dr		Cul-de-Sac	CR 206/ Lee Dr	0.48	30
CR 302/W Doublegate Dr		CR 436/Fair Oaks Ct	Dougherty Co line	0.87	30
CR 322/Woodstone Circle		SR 91/Philema Rd S	SR 91/Philema Rd S	0.64	30
CR 331/Wadsworth Dr		CR 68/Winifred Rd	Terrell Co Line	0.40	30
CR 334/Winship Dr		CR 66/Hickory Grove Rd	Cul-de-sac	0.78	30
CR 335/Quail Pines		CR 334/Winship Dr	CR 336/ Nunnally Way	0.44	30
CR 336/Nunnally Way		CR 334/Winship Dr	CR 335/Quail Pines Way	0.38	30
CR 337/Pebble Ridge Dr		CR 66/Hickory Grove Rd	CR 338/Longleaf Dr	0.70	30
CR 338/Longleaf Dr		CR 338/Longleaf Dr	CR 478/Wiregrass Way	0.96	30
CR 340/ Laurelbrook Dr		CR 423/Mayfield Dr	CR 108/Kinchafoonee Creek Rd	0.43	30
CR 341/Jarrett Dr		Dead End	SR 3	0.55	30
CR 342/McIntosh Rd		CR 341/Jarrett Dr	CR 105/Glendale Rd	0.34	30
CR 343 /Heather Lane		CR 341/Jarrett Dr	CR 105 /Glendale Rd	0.35	30
CR 350/Springdale Dr		SR 91/Philema Rd S	Cul-de-sac	0.43	30
CR 351/St. Clair Dr		CR 350/Springdale Dr	CR 350/Springdale Dr	0.84	30
CR 351/St. Clair Dr		CR 350/Springdale Dr	Cul-de-Sac	0.42	30
CR 352/Riverbridge Dr		CR 135/Lazy Acres Rd	Cul-de-sac	0.27	30

ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF <i>and/or</i> School Name	FROM	TO	LENGTH IN MILES	SPEED LIMIT
CR 353/Darian Dr		CR 135/Lazy Acres Rd	CR 352/Riverbridge Rd	0.30	30
Tall Pines Dr		CR 131/First Rd	CR 414/Lone Pine Dr	0.24	30
CR 363/Leland Ferrell Dr		CR 4/Lovers Lane Rd	CR 161/Northampton Rd	1.50	30
CR 364/White Horse Dr		Cul-de-sac	CR 363 /Leland Ferrell Dr	0.45	30
CR 366/Appalachee Dr		CR 230/Palmyra Rd	CR 244 /Querecho Lane.	.28	30
CR 369/Red Tip Ln		CR 478 Wire Grass Way	CR 251/Martindale Dr	0.40	30
CR 371/Larkspur Dr		CR 251/ Martindale Dr	CR 438/Winnstead Dr	0.52	30
CR 372/Laurel Dr		CR 251/Martindale Dr	Cul-de-sac	0.41	30
CR 373/Silverleaf Dr		Cul-de-sac	CR 372/ Laurel Dr	0.45	30
CR 374/Iris Ln		CR 371/ Larkspur Ln	CR 373/Silverleaf Dr	0.16	30
CR 381/Knollwood Dr		CR 107/Creekside Dr	CR 382 /Foxworth Dr	0.42	30
CR 382/Foxworth Dr		CR 381/Knollwood Dr	Dead End/Cul-de-sac	0.93	30
CR 383/Carowinds Dr		CR 108 /Kinchafoonee Creek Rd	CR 381/Knollwood Dr	0.40	30
CR 387/Jowers Lane/Michaels Cir		CR 4/Old Stage Rd	CR 387/Michaels Cir	0.56	30
CR 391/Aspen Dr		CR 392/Hardwood Lane	CR 392 /Hardwood Lane	0.44	30
CR 392/Hardwood Ln		CR 391/Aspen Dr	CR 247/Charlie Lane	0.35	30
CR 393/Springlake Dr		SR 3/US 19 S	CR 109/Cedric St	0.70	30
CR 397/Endoline Dr		SR 3/US 19 S	CR 109/Cedric St	0.57	30
CR 398/Augusta Court		CR 397/Endoline Dr	CR 402/Winding Way	0.13	30
CR 402/Winding Way		CR398/Augusta Ct	SR 133/Old Leesburg Rd	0.42	30
CR 403/Winchester Dr		SR 133/Old Leesburg Rd	CR 404/Fowler Dr	0.50	30
CR 404/Fowler Dr		SR 133/Old Leesburg Rd	CR 403/Winchester Dr	0.60	30

ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF <i>and/or</i> School Name	FROM	TO	LENGTH IN MILES	SPEED LIMIT
CR 409/Medley Dr		CR 5/Gravesprings Rd	CR 351/St. Clair Dr	0.42	30
CR 411/Paloma Dr		CR 351/St Clair Dr	CR 409/Medley Dr	0.42	30
CR 417/ Orchard Hill Dr		SR 91/Philema Rd S	CR 416/Water Oak Dr	0.32	30
CR 418/Old Canoy Lane		Cul-de-sac	CR 227/Pinewood Rd	0.35	30
CR 423/Mayfield Dr		CR 339/Lynwood Lane	Dead End	0.43	30
CR 424/Stapleton Dr		CR 104/Creekside Dr	CR 495/Endinborough Dr	0.41	30
CR 426/Buckston Trace Court		CR 501	SR 91/Philema Rd S	0.30	30
CR 429/ Wood Dr		CR 430/Highland Oaks Dr	CR 417/Orchard Hill Dr	0.62	30
CR 430/Highland Oaks Dr		SR 91/Philema Rd S	CR 433/Cobblefield Dr	0.86	30
CR 432/Mossy Oak Dr		SR 91/Philema Rd S	CR 525/Autumn Leaf Dr	0.32	30
CR 433/Cobblefield Dr		CR 430/Highland Oaks Dr	CR CR432/Mossy Oak Dr	0.71	30
CR 438/Winnstead Dr		CR 66/Hickory Grove Rd	CR 437/Willow Lake Dr	0.96	30
CR 440/Glen Arven Dr		CR 438/Winnstead Dr	CR 439/White Column Dr	0.53	30
CR 441/Ambleside Dr		CR 68/Winifred Rd	CR 443	0.51	30
CR 419/Hattie Bell Rd		SR 91/Philema Rd S	CR 124/White Pond Rd	0.44	35
CR 446/Deer Run Lane		CR 227/Pinewood Rd	Dead End	0.30	30
CR 449/Bright Water Dr		CR 227/Pinewood Rd	Cul-de-sac	0.59	30
CR 452/Forrester Pkwy		SR 133	422 ft. east of SR 133	0.08	40
CR 452/Forrester Pkwy		422 ft. east of SR 133	1,478 ft east of SR 133	0.28	50
CR 452/Forrester Parkway		1,478 ft east of SR 133	SR 9/Philema Rd	5.11	55
CR 456/Widgeon Dr		SR 32	Dead End/Cul-de-sac	0.45	30
CR 458/Plantation Dr		SR 32 West	CR 459/Seahoy Dr	0.49	30

ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF <i>and/or</i> School Name	FROM	TO	LENGTH IN MILES	SPEED LIMIT
CR 460/Quail Valley Dr		CR 228/Oakland Rd	Partridge Circle	0.38	30
CR 465/Fairethorne Dr		US 82/SR 520	Dead end/cul-de-sac	0.54	30
CR 467/Hearth Stone Dr		CR 465/Fairethorne Dr	CR 437/Willowlake Dr	0.32	30
CR 473/Susina Dr		CR 438/Winnstead Dr	CR 474/Willowlake Dr	0.38	30
CR 475/Hank Dr		CR 66 /Hickory Grove Rd	Cul-de-sac	0.61	30
CR 478/Wiregrass Way		CR 251/ Martindale Dr	Cul-de-sac	1.78	30
CR 479/ Ivy Avenue		CR 481/Wax Myrtle Dr	CR 478/Wiregrass Way	0.34	30
CR 480/Loblolly Lane		CR 481/Wax Myrtle Dr	CR 478/Wiregrass Way	0.26	30
CR 481/Wax Myrtle Dr		CR 478/Wiregrass Way	CR 369/ Red Tip Ln	0.42	30
CR 482/Dadford Dr		CR 068/Winifred Rd	CR 443/Hawkstead Dr	0.42	30
CR 494/Robertson Dr		CR 495/Edinborough Dr	CR 104/Creekside Dr	0.63	30
CR 495Edinborough Dr		CR 424/Stapleton Dr	Cul-de-sac	0.25	30
CR 496/Leighton Dr		CR 495/Edinborough Dr	CR 104/Creekside Dr	0.35	30
CR 498/Bud Dr		SR 32 E	Cul-de-sac	0.42	30
CR 502/McDonald Court		CR 5/Grave Springs Rd	Cul-de-sac	0.53	30
CR 51/Pryor Rd		3259' W of CR 52/Cutts Rd at Lee Co/Sumter Co line	2665' E of CR 52/Cutts Rd at Lee Co/Sumter Co line	1.25	55
CR 514/Hedgerow Dr		SR 133/Old Leesburg Rd	Cul-de-sac	0.29	30
CR 515/Huntington Dr		SR 133/Old Leesburg Rd	Cul-de-sac	0.56	30
CR 516/Morning Mist Dr		CR 514/Hedgegrow Dr.	CR 515/Huntington Dr	0.24	30
CR 525/Autumn Leaf Dr		CR 429/Wood Dr	Cul-de-sac	0.55	30
CR 556/Cartmell Rd		CR 63/Ledo Rd	Dead End	0.25	45

**\*SCHOOL ZONES ARE EFFECTIVE\***

**A.M.** from 45 minutes prior to commencement time to 15 minutes after commencement time

—  
**SCHOOL DAYS ONLY.**

**P.M.** from 15 minutes prior to dismissal time to 45 minutes after dismissal time –

**SCHOOL DAYS ONLY.**

ALL LISTS AND PARTS OF LISTS IN CONFLICT WITH THIS LIST ARE HEREBY  
REPEALED.

Signature of Governing Authority:

\_\_\_\_\_

Sworn and Subscribed before me

This \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Clerk

ACTION TAKEN

FIRST READING:

---

SECOND READING:

---

DATE OF ADOPTION:

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## MEMORANDUM LEE COUNTY BOARD OF COMMISSIONERS

**TO:** Honorable Board of County Commissioners

**SUBJECT:** LMIG 2022

**MEETING DATE:** Tuesday, January 25, 2022

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### **MOTION/RECOMMENDATION**

Motion to ratify the FY2022 LMIG application.

### **BACKGROUND**

The Georgia Department of Transportation (GDOT) maintains the Local Maintenance & Improvement Grant (LMIG) Program, which is a grant program designed to aid in the maintenance and improvements of roadways. The amount of funding is determined based on the total centerline road miles and the total population of the county as compared with the total centerline road miles and total population of the State of Georgia, with a required local match.

The county's formula amount for 2022 is \$612,489.86, plus our required 30% local match of \$183,746.80 comes to a **total of \$796,236.66** to put towards various road projects. The estimated cost to resurface a road is \$110,000.00 per mile and the estimated cost to pave a road is \$1.1 million per mile.

**The online application portal is open now, with complete application being due no later than February 1, 2022.**

### **ATTACHMENTS**

2022 LMIG Application Letter from GDOT  
2022 LMIG Application with Project List and Maps



**Russell R. McMurry, P.E.,  
Commissioner**  
One Georgia Center  
600 West Peachtree Street, NW  
Atlanta, GA 30308  
(404) 631-1000 Main Office

June 28, 2021

Billy Mathis, Chairman  
Lee County  
102 Starksville Ave N, Room 205  
Leesburg, Georgia 31763

**RE: Fiscal Year 2022 Local Maintenance & Improvement Grant (LMIG) Program (Correction)**

Dear Chairman Mathis:

Please disregard the June 23, 2021, Fiscal Year 2022 LMIG grant letter you received. The formula amount was incorrect. The corrected formula amount is below.

The Department will begin accepting applications for the Fiscal Year 2022 LMIG Program in July 2021. Grants will be processed electronically through our **GRANTS (LMIG) Application System**. To begin your FY 2022 LMIG Application, please visit the Department's website at [www.dot.ga.gov/PS/Local/LMIG](http://www.dot.ga.gov/PS/Local/LMIG). This site provides a link to the LMIG Application, the LMIG Application Tutorial (Manual), and to the General Guidelines and Rules and other pertinent reports. The project list will be entered directly into the LMIG Application System. Please contact your District State Aid Coordinator, Shannon Bradford, at 229-391-5438 for assistance with the online application process.

For an application to be processed, the following requirements must be met:

- A local government must be in Department of Audits and Accounts (DOAA) and Department of Community Affairs (DCA) audit compliance.
- A signed cover letter must be attached and include a completion status of the last three fiscal years' LMIG Grants.
- A signature page must include both the local government seal and the notary seal. The application website provides a blank signature page for you to download, complete and upload as an attachment.
- A local government must provide their District State Aid Coordinator with a Statement of Financial Expenditures form and invoices for Fiscal Year 2019 projects and all other prior years unless previously approved to combine funding for Fiscal Years 2019, 2020, and 2021. The forms can be attached in the LMIG Application System if they have not already been provided to your District State Aid Coordinator.

**All electronic LMIG applications must be received no later than February 1, 2022.** Failure to submit applications by the deadline might result in a forfeiture of funds.

Your correct formula amount for the Fiscal Year 2022 Program is **\$612,489.86** and your local match is **30%**. Each local government is required to match this formula amount in accordance with Code Section 48-8-244(d).

If you have any questions regarding the LMIG Program, please contact the Local Grants Office in Atlanta at (404) 347-0240. Thank you for your attention and cooperation in this matter.

Sincerely,

*Bill Wright*

Bill Wright

Local Grants Administrator

cc: Mr. Van Mason; Mr. Johnny Floyd; Hon. Bill Yearta; Hon. Carden Summers; Shannon Bradford





# LEE COUNTY

Board of Commissioners

One of Georgia's original counties ~ Established in 1825

January 20, 2022

Shannon Bradford  
Georgia Department of Transportation  
Tifton District Office  
710 West 2<sup>nd</sup> Street  
Tifton, GA 31793

RE: FY2022 LMIG Application

Dear Mr. Bradford:

On January 11, 2022, the Lee County Board of Commissioners met for a regularly scheduled voting session to discuss the LMIG application and its accompanying projects. The Board unanimously voted to allocate the 2022 LMIG funds of \$612,489.86, plus our required 30% local match of \$183,746.80, **a total of \$796,236.66**, towards the resurfacing of the following roadways: Palmyra Road, Story Lane, Haley Drive, Pine Ridge Drive, Southhill Drive, East Century Road, Cookville Road, Stocks Dairy Road, Woodstone Circle, Waterbury Court, Wayside Court, Winners Court, Groover Street, and Gus Martin Road. Also in attendance were County Manager Christi Dockery, County Clerk Kaitlyn Sawyer, and County Attorney Jimmy Skipper.

LMIG SAP (2021) funding is currently being used for New York Road, Stocks Dairy Road, Lovers Lane, and Graves Spring Road. The improvements include restriping, raised pavement markers, and updated signs with reflective post covers. These projects are still underway, with an estimated completion date of February 2022. Upon completion, this project will be closed out with the Georgia Department of Transportation. Previous LMIG (2019) funding was used to pave Bruner Lane, Mathis Lane, Ackers Circle, Danbury Lane, West Doublegate Drive, and Joe Toole Drive. These projects are finished and have been closed out with Georgia Department of Transportation.

Previous LMIG (2021) funding was used to complete the paving of Flowing Well Road South and Airport Road. These projects were completed and have been closed out with Georgia Department of Transportation. Previous LMIG (2020) funding was used for the engineering design of Flowing Well Road and to complete the replacement and installation of a culvert on New York Road as well

Lee County is a thriving, vibrant community celebrated for its value of tradition encompassing a safe family oriented community, schools of excellence, and life long opportunities for prosperity and happiness without sacrificing the rural agricultural tapestry.

Chairman  
Billy Mathis  
District 3

Vice-Chairman  
John Wheaton  
District 1

Commissioner  
Luke Singletary  
District 2

Commissioner  
Rick Muggridge  
District 4

Commissioner  
George Walls  
District 5

County Manager  
Christi Dockery

County Attorney  
Jimmy Skipper

102 Starkville Avenue North  
Leesburg, Georgia 31763

Office: (229) 759-6000  
Fax: (229) 759-6050

[www.lee.ga.us](http://www.lee.ga.us)



# LEE COUNTY

## Board of Commissioners

One of Georgia's original counties -- Established in 1825

as the resurfacing of a portion of that roadway (from Grey Moss Road to Philema Road, approximately 4.6 miles). These projects were completed and have been closed out with Georgia Department of Transportation.

If you need any additional information regarding this request, please contact us.

Sincerely,

Billy Mathis, Chairman  
Lee County Board of Commissioners

cc: Honorable Board of County Commissioners  
Christi Dockery, County Manager  
Heather Jones, Finance Director

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**GEORGIA DEPARTMENT OF TRANSPORTATION LOCAL  
MAINTENANCE & IMPROVEMENT GRANT (LMIG)  
APPLICATION FOR FISCAL YEAR 20 22  
TYPE OR PRINT LEGIBLY. ALL SECTIONS MUST BE COMPLETED.**

**LOCAL GOVERNMENT INFORMATION**

Date of Application: January 20, 2022

Name of local government: Lee County Board of Commissioners

Address: 102 Starksville Avenue North Leesburg, GA 31763

Contact Person and Title: Christi Dockery, County Manager

Contact Person's Phone Number: 229-759-6000

Contact Person's Fax Number: 229-759-6050

Contact Person's Email: cdockery@lee.ga.us

Is the Priority List attached? Yes

**LOCAL GOVERNMENT AFFIDAVIT AND CERTIFICATION**

I, Billy Mathis (Name), the Chairman (Title), on behalf of Lee County Board of Commissioners (Local Government), who being duly sworn do swear that the information given herein is true to the best of his/her knowledge and belief. Local Government swears and certifies that it has read and understands the LMIG General Guidelines and Rules and that it has complied with and will comply with the same.

Local government further swears and certifies that it has read and understands the regulations for the Georgia Planning Act of 1989 (O.C.G.A. § 45-12-200, et seq.), Service Delivery Strategy Act (O.C.G.A. § 36-70-20, et seq.), and the Local Government Budgets and Audits Act (O.C.G.A. 36-81-7 et seq.) and will comply in full with said provisions. Local government further swears and certifies that the roads or sections of roads described and shown on the local government's Project List are dedicated public roads and are part of the Public Road System in said county/city. Local government further swears and certifies that it complied with federal and/or state environmental protection laws and at the completion of the project(s), it met the match requirements as stated in the Transportation Investment ACT (TIA).

Further, the local government shall be responsible for any claim, damage, loss or expense that is attributable to negligent acts, errors, or omissions related to the designs, drawings, specifications, work and other services furnished by or on behalf of the local government pursuant to this Application ("Loss"). To the extent provided by law, the local government further agrees to hold harmless and indemnify the DEPARTMENT and the State of Georgia from all suits or claims that may arise from said Loss.

GEORGIA DEPARTMENT OF TRANSPORTATION LOCAL  
MAINTENANCE & IMPROVEMENT GRANT (LMIG)  
APPLICATION FOR FISCAL YEAR 20 22

**LOCAL GOVERNMENT AFFIDAVIT AND CERTIFICATION**

If the local government fails to comply with these General Guidelines and Rules, or fails to comply with its Application and Certification, or fails to cooperate with the auditor(s) or fails to maintain and retain sufficient records, the DEPARTMENT may, at its discretion, prohibit the local government from participating in the LMIG program in the future and may pursue any available legal remedy to obtain reimbursement of the LMIG funds. Furthermore, if in the estimation of the DEPARTMENT, a roadway or bridge shows evidence of failure(s) due to poor workmanship, the use of substandard materials, or the failure to follow the required design and construction guidelines as set forth herein, the Department may pursue any available legal remedy to obtain reimbursement of the allocated LMIG funds or prohibit local government from participating in the LMIG program until such time as corrections are made to address the deficiencies or reimbursement is made. All projects identified on the Project list shall be constructed in accordance with the Department's Standard Specifications of Transportation Systems (Current Edition), Supplemental Specifications (Current Edition), and Special Provisions.

Local Government:

106231

E-Verify Number

 (Signature)

Sworn to and subscribed before me,

Billy Mathis (Print)

This 11 day of January, 2022.

Mayor / Commission Chairperson

1/11/2022 (Date)

In the presence of:

LOCAL GOVERNMENT SEAL:

NOTARY PUBLIC

Kaitlyn Sawyer  
My Commission Expires: May 16, 2023

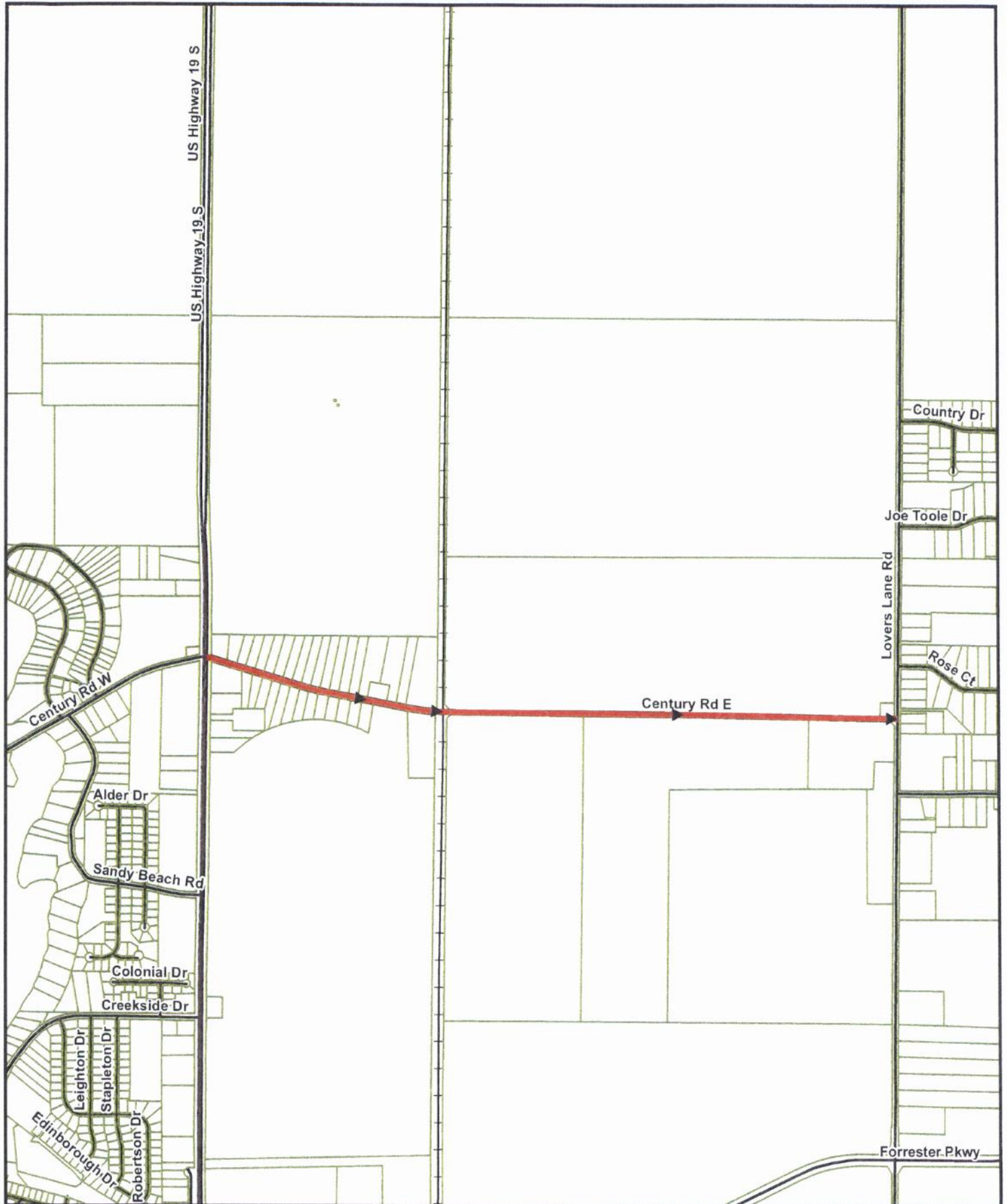


NOTARY SEAL:



	District	Miles of Road	Amount to Resurface/Pave	Total Cost
Palmyra Road	Mathis	1.00	110,000.00	\$ 110,000.00
Story Lane	Mathis	0.6723	110,000.00	\$ 73,953.00
	<b>Mathis Total</b>			<b>\$ 183,953.00</b>
Haley Drive	Muggridge	1.40	110,000.00	\$ 154,000.00
Pine Ridge Drive	Muggridge	0.5266	110,000.00	\$ 57,926.00
Southill Drive	Muggridge	0.5713	110,000.00	\$ 62,843.00
	<b>Muggridge Total</b>			<b>\$ 274,769.00</b>
East Century Road	Singletary	2.00	110,000.00	\$ 220,000.00
Cookville Road	Singletary	1.0367	110,000.00	\$ 114,037.00
	<b>Singletary Total</b>			<b>\$ 334,037.00</b>
Stocks Dairy Road	Walls	2.1000	110,000.00	\$ 231,000.00
Woodstone Circle	Walls	0.6500	110,000.00	\$ 71,500.00
Waterbury Court	Walls	0.0400	110,000.00	\$ 4,400.00
Wayside Court	Walls	0.1200	110,000.00	\$ 13,200.00
Winners Court	Walls	0.0650	110,000.00	\$ 7,150.00
	<b>Walls Total</b>			<b>\$ 327,250.00</b>
Groover Street	Wheaton	0.10	110,000.00	\$ 11,000.00
Gus Martin Road	Wheaton	1.6484	110,000.00	\$ 181,324.00
	<b>Wheaton Total</b>			<b>\$ 192,324.00</b>
	<b>Grand Total</b>			<b>\$ 1,312,333.00</b>

# Century Road East



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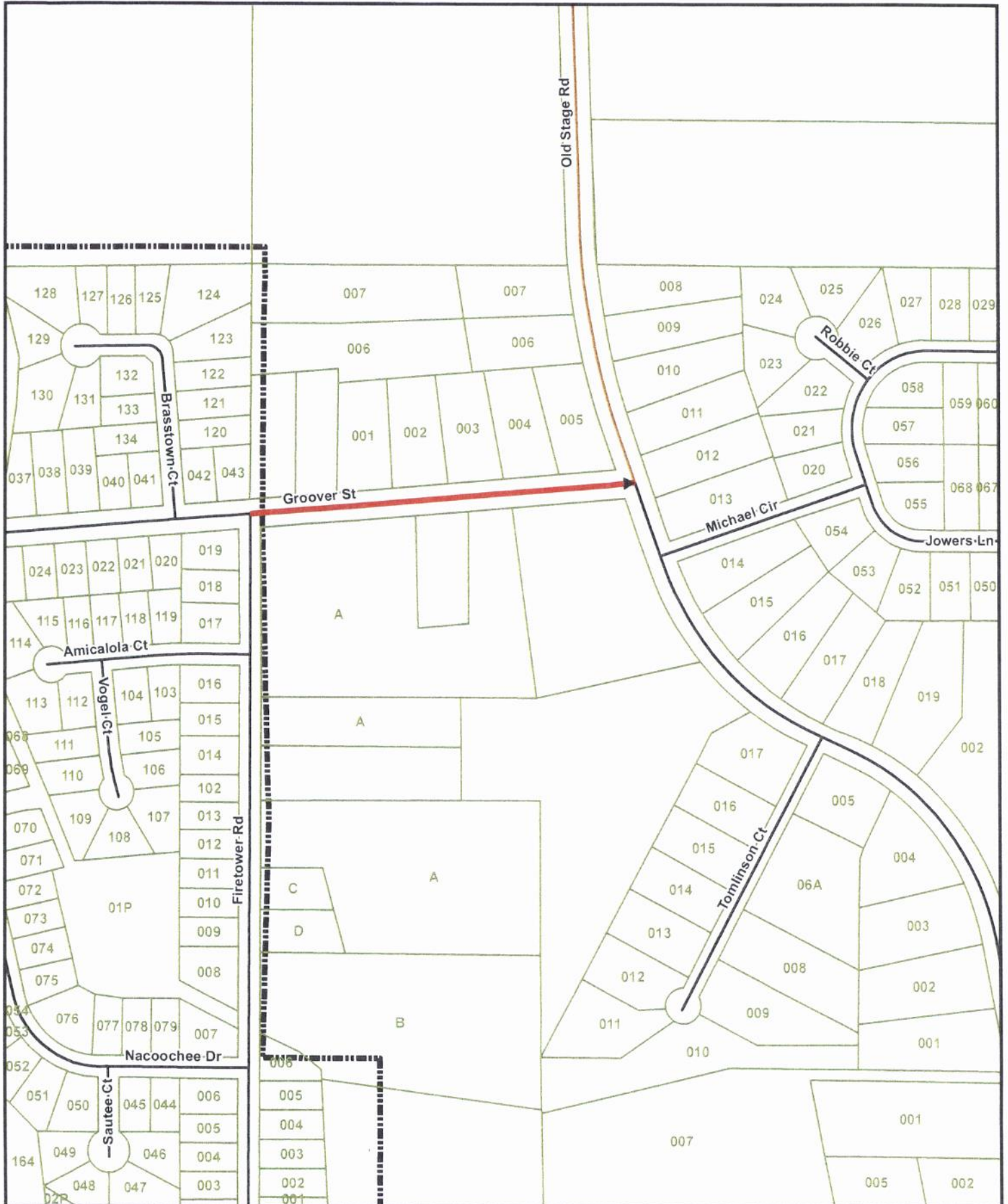
# Cookville Rd



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# Groover Street



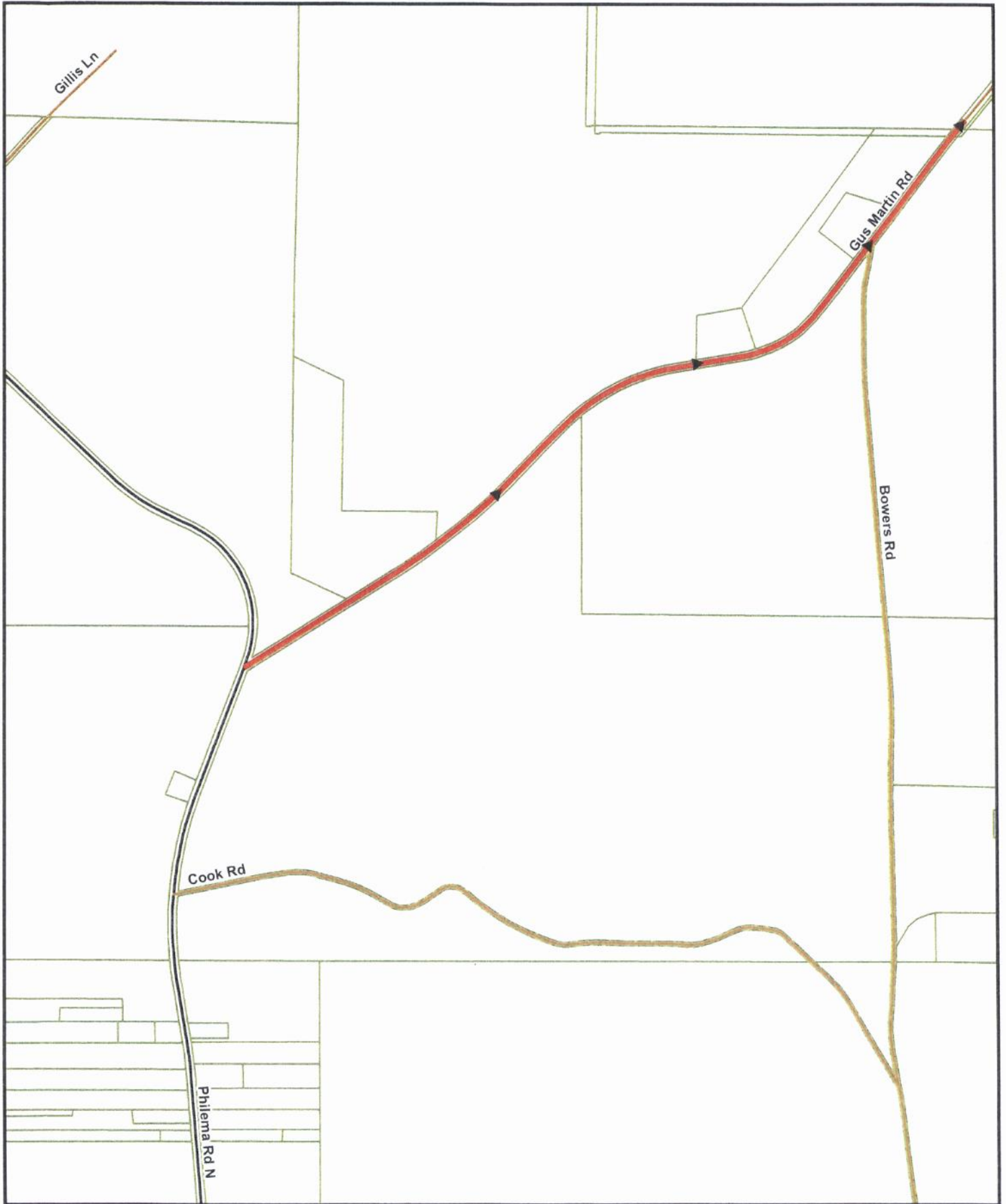
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0 0.025 0.05 0.1 Miles



# Gus Martin Rd

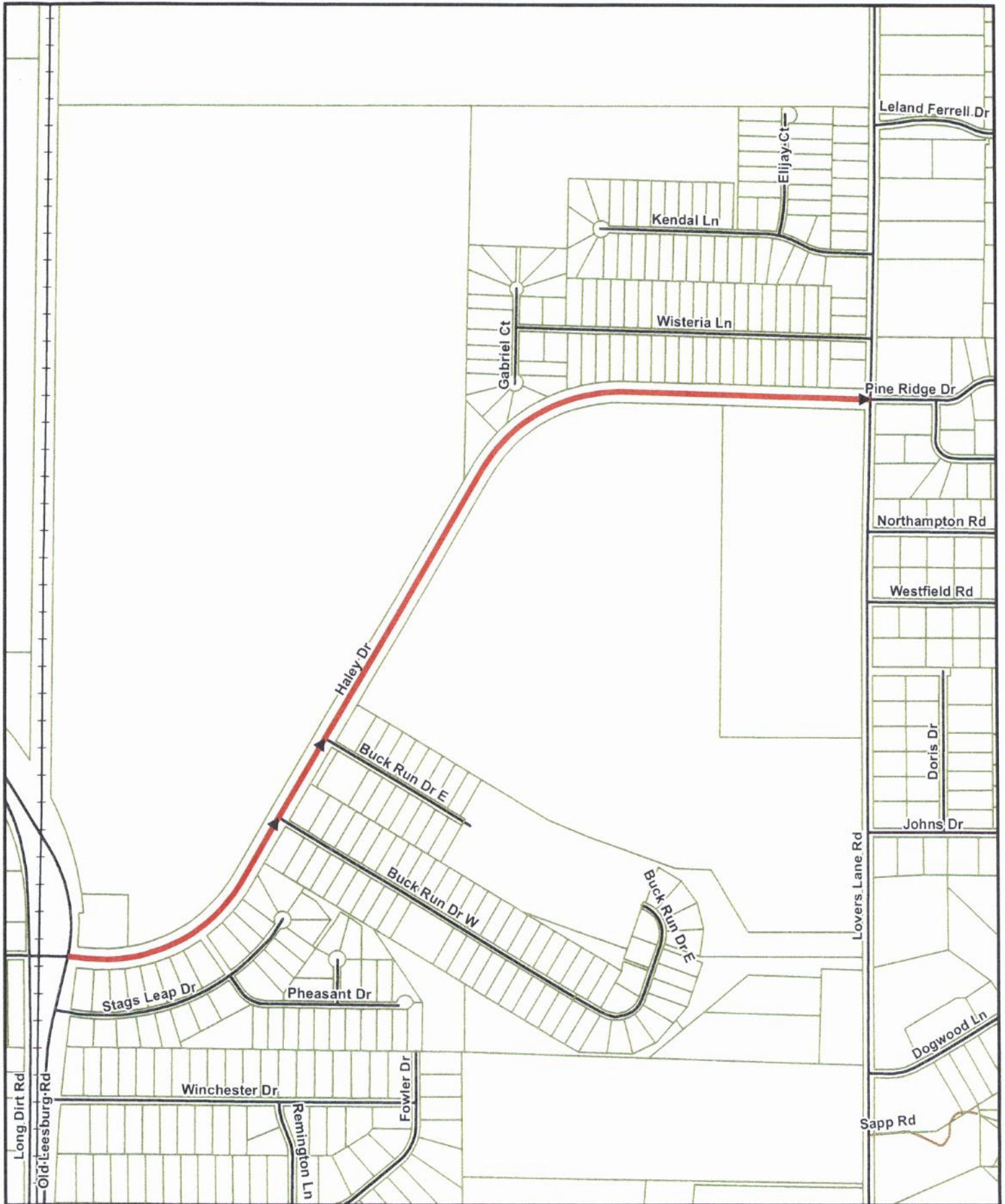


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0 0.075 0.15 0.3 Miles

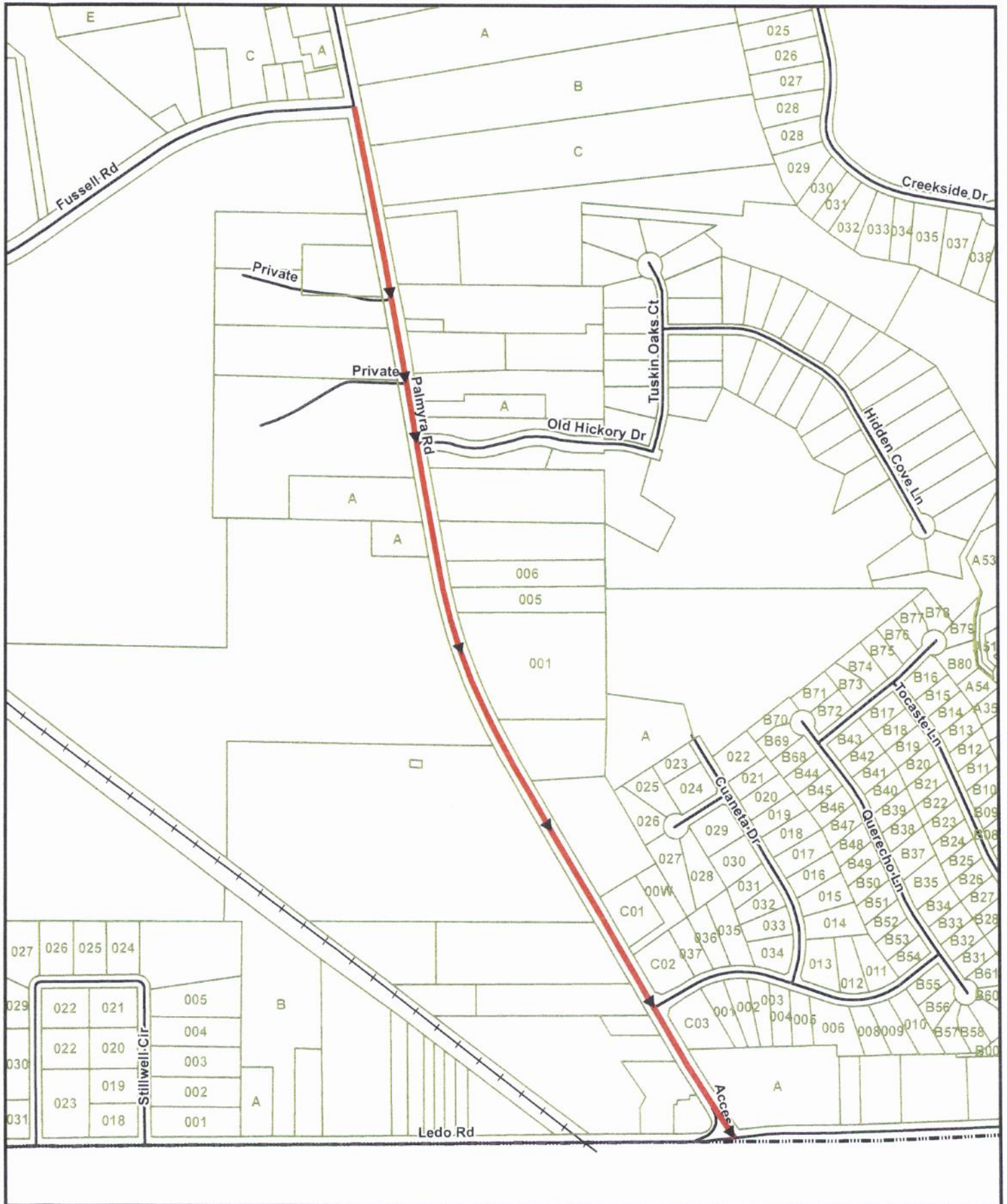
# Haley Drive



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# Palmyra Rd

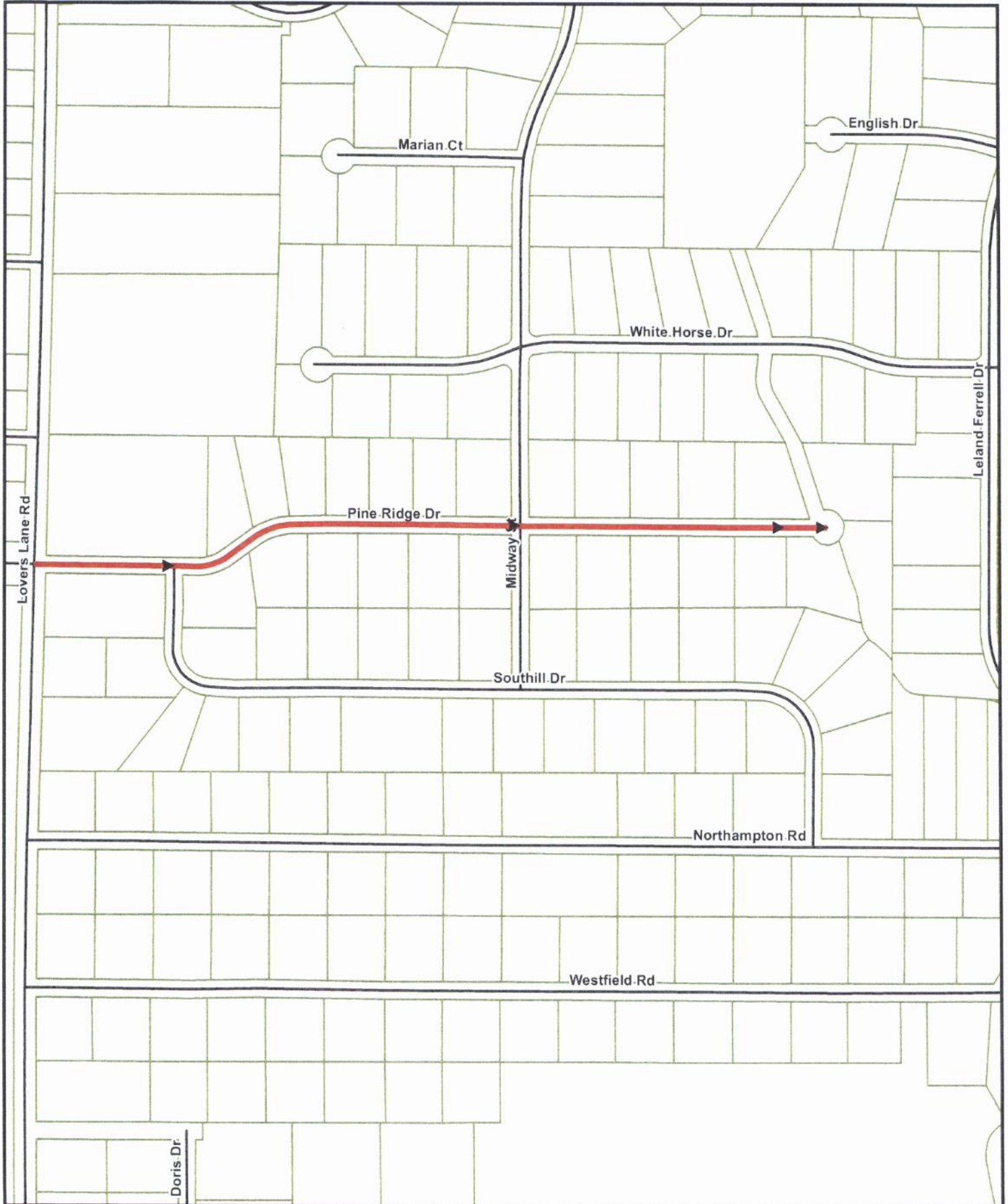


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0 0.0425 0.085 0.17 Miles

# Pine Ridge Dr

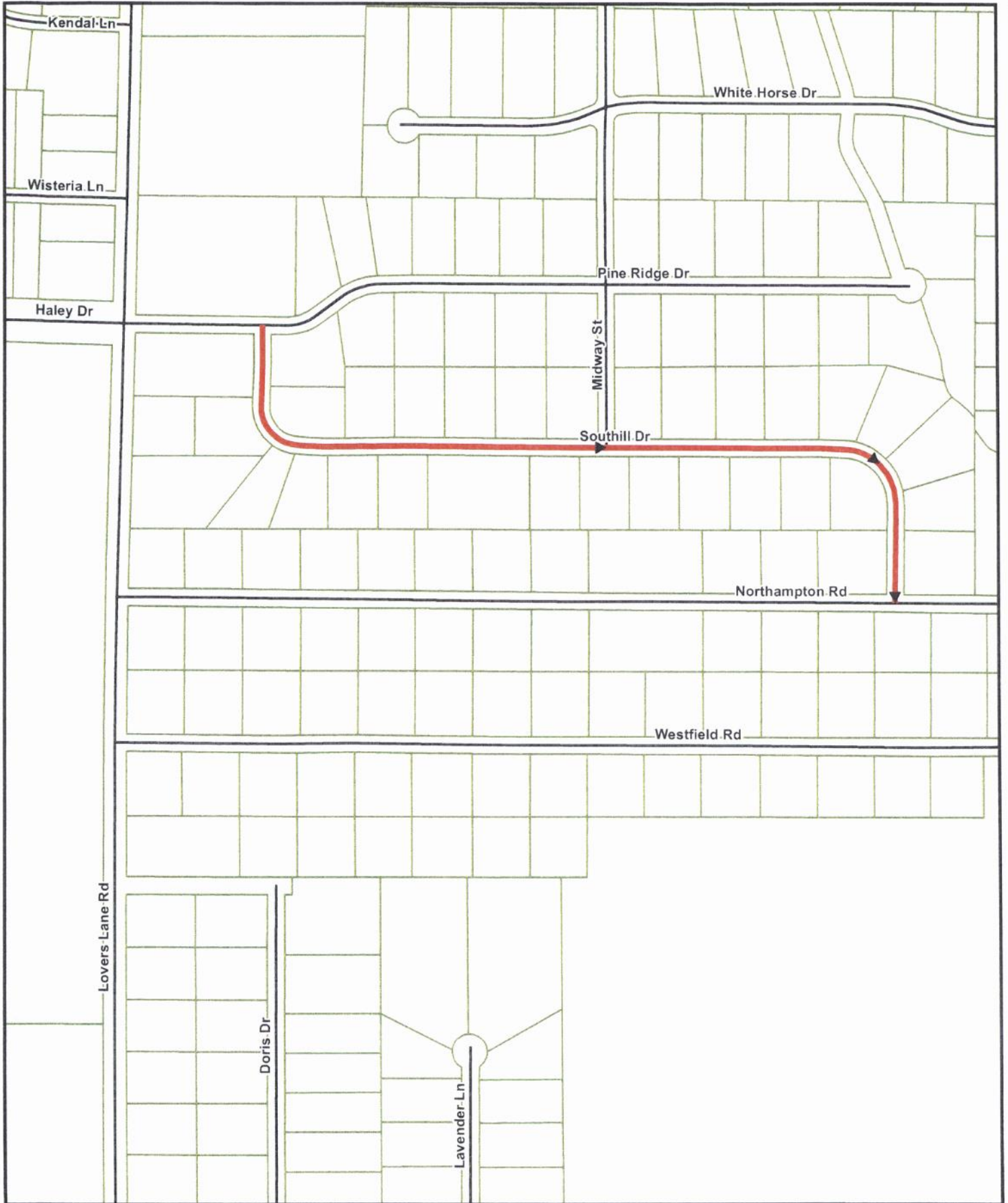


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0 0.03 0.06 0.12 Miles

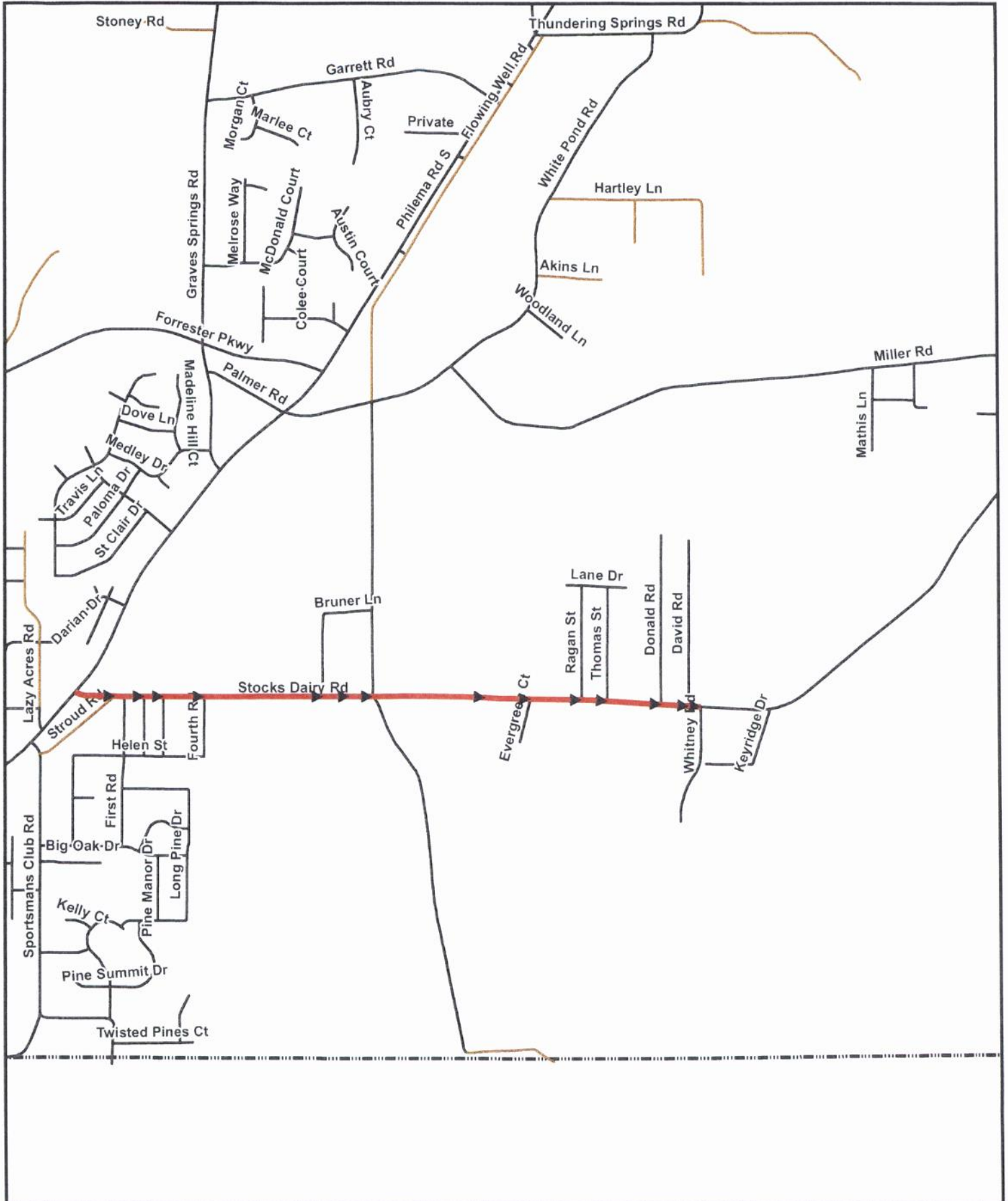
# Southhill Dr



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# Stocks Dairy Rd



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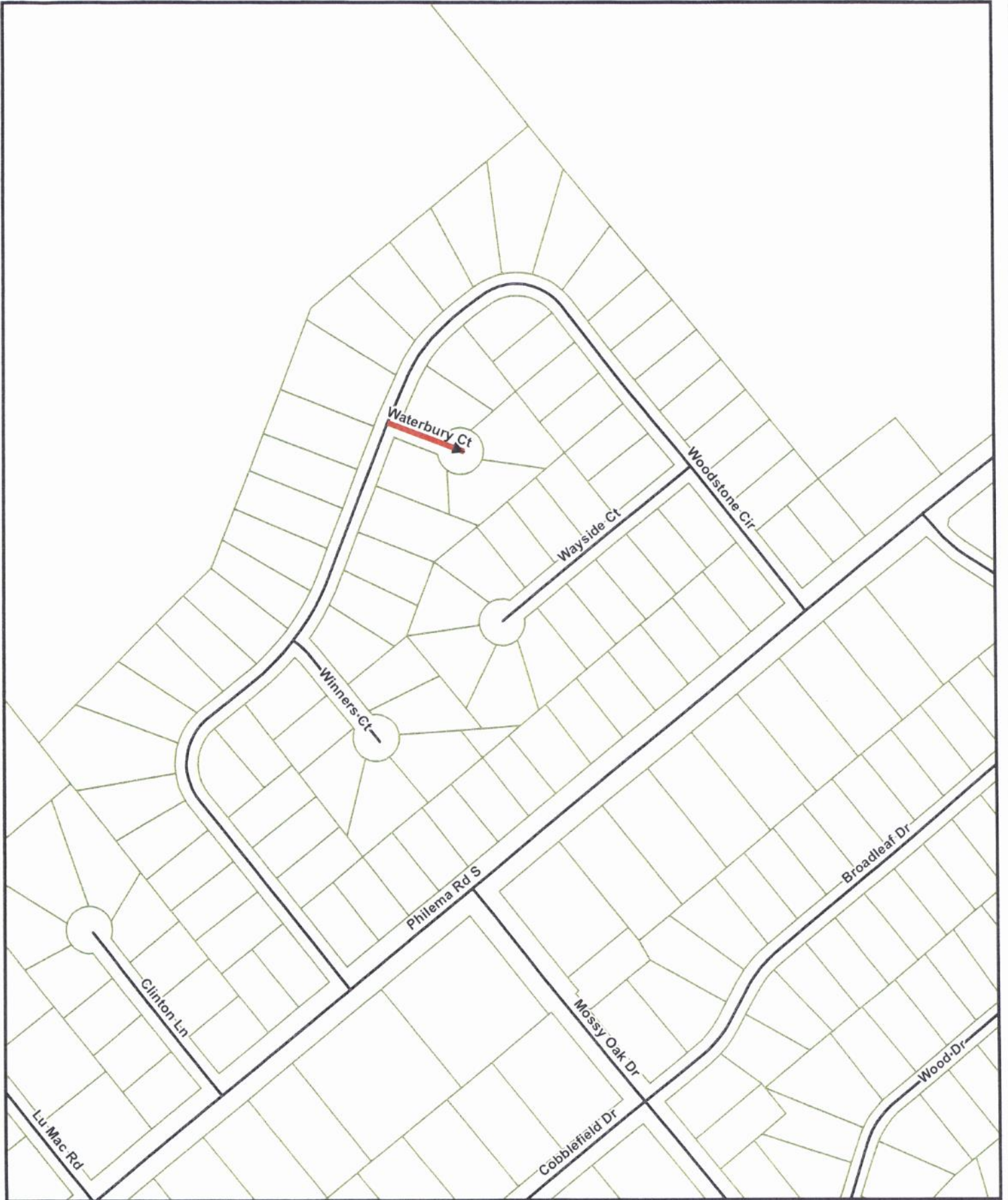
# Story Ln



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# Waterbury Ct

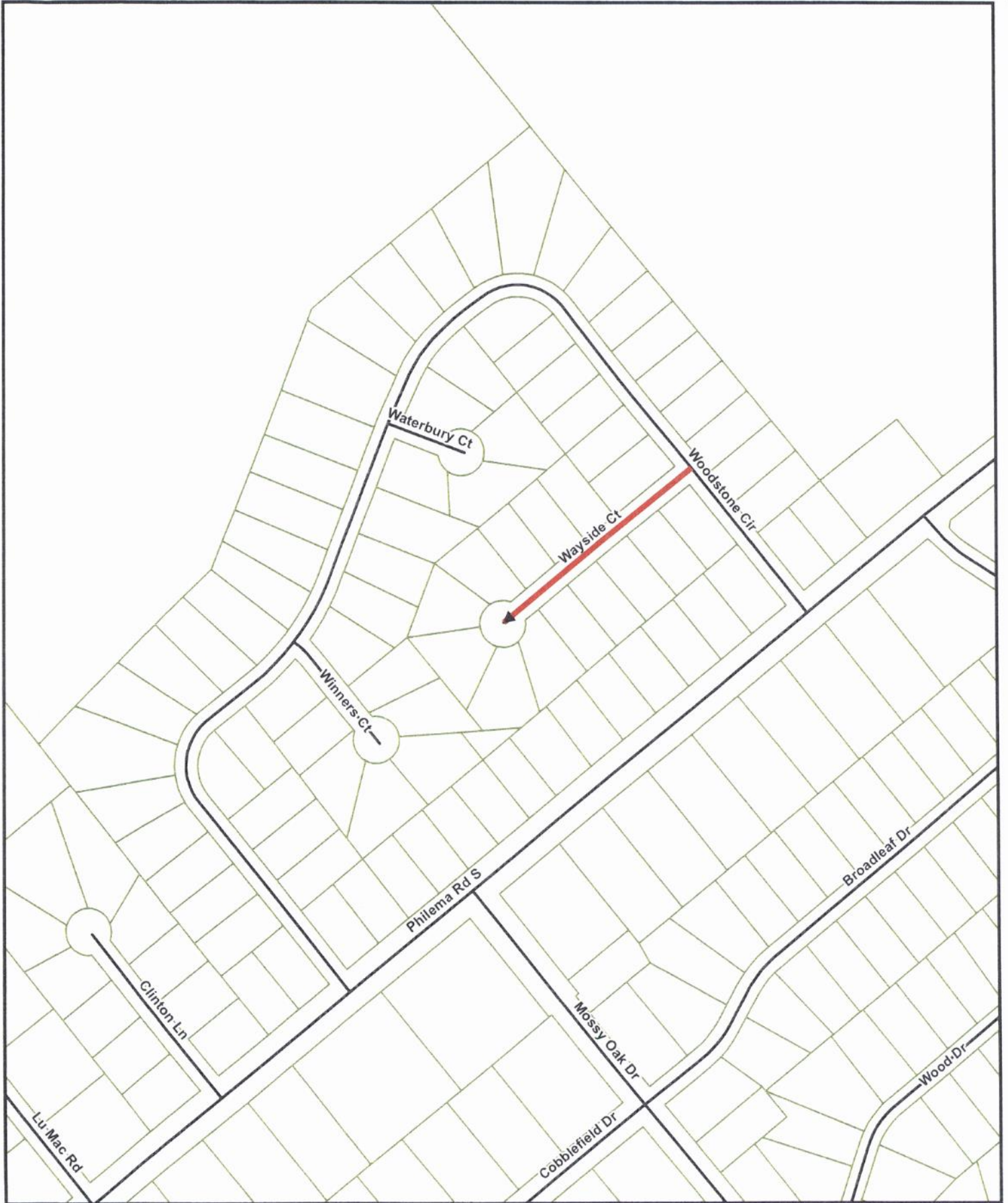


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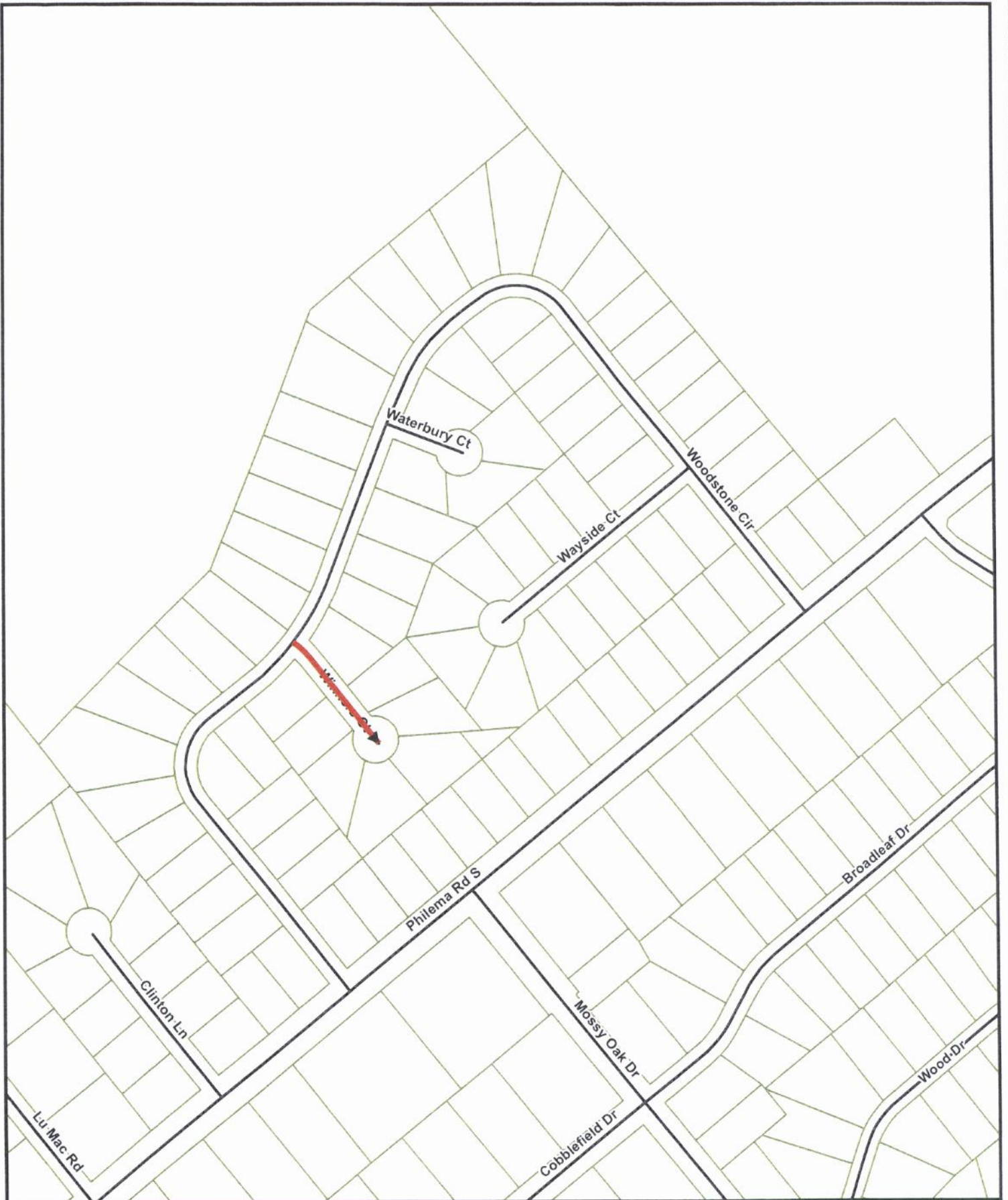
# Wayside Ct



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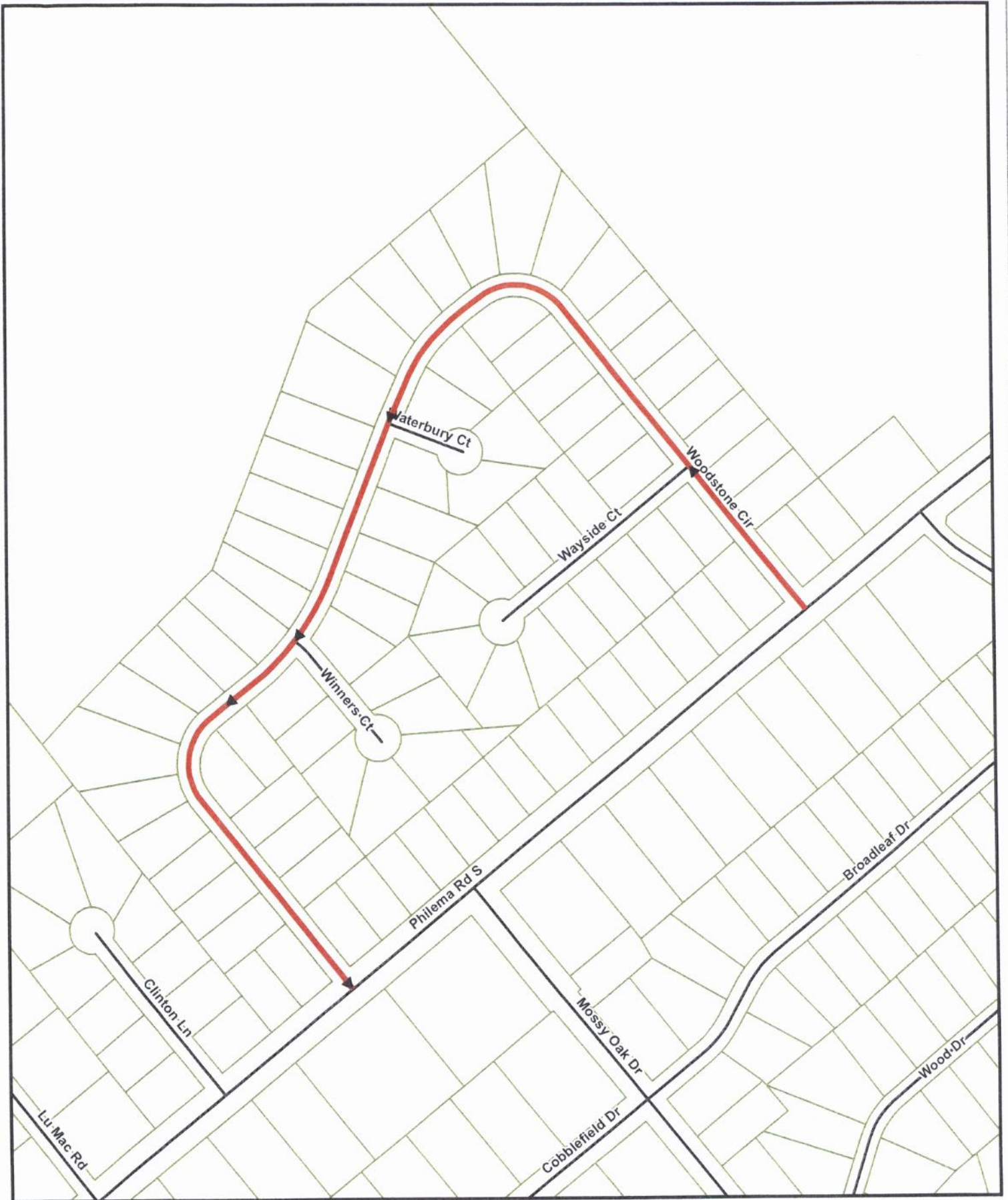
# Winners Ct



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# Woodstone Cir



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