

**CITY OF PINE LAKE
AGENDA
June 8, 2021
7:00 PM
VIA ZOOM**

Call to Order

Announcements/Communication

Adoption of Agenda

CONSENT AGENDA

Adoption of the Minutes of the regular meeting of May 25, 2021, the Executive Session of May 25, 2021 and the Special Called Meeting of May 27, 2021.

NEW BUSINESS

Adoption of a Tentative 2021 Millage Rate.

Adoption of Resolution and Plan Agreement for the Amended and Restated 401(a) Defined Contribution Plan.

Resolution Confirming Executive Session of May 25, 2021.

Resolution Appointing the DeKalb County Board of Registrations and Elections to Conduct the 2021 General Municipal Election.

REPORTS AND OTHER BUSINESS

Public Comments

Staff

Mayor and City Council
Information for "The Pine Lake News" eblast.

Adjournment

Residents can access this meeting by calling: Conference line 1 929-205-6099 Meeting ID 967 0462 7805

CITY OF PINE LAKE
CITY COUNCIL MEETING MINUTES
May 25, 2021
7:00 PM
VIA ZOOM

Call to Order at 7:01 pm by Mayor Melanie Hammet. Present – Mayor Melanie Hammet, Mayor pro tem Jean Bordeaux, and Council members Brandy Beavers, Tracey Brantley, and Augusta Woods. Council member Hall arrived at 7:13pm. Also, present were Acting City Administrator Peggy Merriss, Administrative Coordinator Missye Varner, Chief Sarai Y’Hudah-Green and City Attorney Susan Moore.

Announcements/Communication

Council member Beavers communicated that today, she, Acting City Administrator Merriss and Mayor Hammet attended a meeting with representatives of the Georgia Power Company regarding tree pruning in the City that will take place within the next couple weeks. She said that it was a great meeting, and that Georgia Power will follow the arborist standards for tree trimming and will provide an inventory of the trees that will be pruned, the date and crew information.

Council member Beavers also commented that Georgia Power will place the City on a no-spray list, and they will provide door knockers with pertinent information for the residents.

Mayor Hammet communicated that the “One City, Many Voices” community awareness series was complete and thanked Acting City Administrator Merriss, Chief Y’Hudah-Green and Council member Woods for putting the series together. The Mayor also stated there will be a bar-b-que celebrating the successful series at a later time and that she is waiting to see the feedback from participants to determine next steps.

Adoption of Agenda

On a motion by Council member Woods, second by Council member Brantley and Mayor pro tem Bordeaux and Council members Beavers, Brantley and Woods voting “aye,” the agenda was adopted.

CONSENT AGENDA

Adoption of the Minutes of the regular meeting of May 11, 2021.

On a motion by Mayor Pro Tem Bordeaux, second by Council member Woods, and Mayor pro tem Bordeaux and Council members Brantley and Woods voting "aye," the minutes were adopted. Council member Beavers abstained from voting.

OLD BUSINESS

COVID-19 Pandemic Report

Mayor Hammet did not have an update from the weekly statewide mayoral call because she was not available to attend.

NEW BUSINESS

Beach and Lake Capacity

Mayor Hammet introduced the agenda item and stated that a decision needed to be made taking into consideration the goals of public health and safe distancing as it relates to the capacity at the beach and lake during this COVID-19 era.

On a motion by Mayor Pro Tem Bordeaux, second by Council member Woods, and four council members voting "aye," with Council member Beavers voting "no," a capacity of 75 persons was established for the beach and lake, with review to occur during the season.

REPORTS AND OTHER BUSINESS

Public Comments

There were no public comments.

Staff

Acting City Administrator Merriss provided an update for LakeFest 2021 and stated that for 2021 there was a proposed reorientation of the festival to an area around the Clubhouse instead of at the beach and lake.

Kathie deNobriga, representing the festival, made the presentation for LakeFest and stated that it will be called Lake Fest Lite this year to allow for some modification while preserving the Lake Fest brand. She also said that it will be smaller this year.

On a motion by Mayor Pro Tem Bordeaux, second by Council member Brantley and all present voting "aye," the following requests for Lake Fest Lite were approved:

- Saturday, October 2, 2021, as the date for Lake Fest Lite.
- The new concept for the festival contingent on agreement from all nine residents whose access to their residence is impacted.
- To continue to negotiate in good faith on specifics for the event permit.

Mayor and City Council

Information for "The Pine Lake News" eblast:

Capacity limit for beach opening

When the beach opens on July 8th the maximum capacity will be 75 persons. This limit is designed to permit social distancing as well as providing improved sight lines to participants in the water.

Comprehensive Plan - A small number of follow-up questions will be presented starting next week.

The current survey will close Friday May 28th. Starting next Monday, May 31st, a new survey will be posted with just a couple of follow-up questions. This survey will be open through the end of June.

Forest Drive

Effective June 1, 2021, the renaming of Forest Drive becomes effective. Signs have been installed and notices have been sent to property owners. Utility companies and the post office has also been notified.

Public Awareness

Georgia Power is scheduled to begin pruning, probably in late June. Georgia Power will provide information that will be distributed via door hangers.

One City, Many Voices Series – A Pine Lake Conversation about Racism, Belonging and Civic Life

The final conversation in the series was held May 13th. Representative Viola Davis and Pine Lake business owner Roger Boyd inspired a lively discussion on belonging and community.

The recordings of the conversations can be found on the [Inclusion and Diversity](#) page on the Pine Lake website.

On a motion by Council member Woods, second by Mayor Pro Tem Bordeaux and all present voting "aye," closing the regular meeting and opening of the Executive Session was approved.

EXECUTIVE SESSION

Real Estate Matters

On a motion by Council member Hall, second by Council member Brantley and all voting "aye," the Executive Session for purposes of real estate matters was adjourned and the regular meeting was resumed.

Adjournment

On a motion by Council member Hall, second by Mayor pro tem Bordeaux and all voting "aye," the regular meeting was adjourned at 8:05pm.

Missye Varner
Administrative Coordinator

CITY OF PINE LAKE
EXECUTIVE SESSION MINUTES
May 25, 2021
7:45 PM
VIA ZOOM

Present: Mayor Melanie Hammet; Mayor pro tem Jean Bordeaux; and Council members Brandy Beavers, Tracey Brantley, Brandy Hall and Augusta Woods. Also present were Acting City Administrator Peggy Merriss and City Attorney Susan Moore.

NEW BUSINESS

Authorization for offer to purchase real estate.

On a motion by Mayor pro tem Bordeaux, second by Council member Hall, and all present voting "aye", Mayor Hammet was authorized to make an offer to purchase real estate at 4642 Rockbridge Road.

Adjourn

On a motion by Council member Hall, second by Council member Brantley, and all present voting "aye", the meeting was adjourned, and the regular meeting was resumed.

**CITY OF PINE LAKE
SPECIAL CALLED MEETING
MINUTES
May 27, 2021
4:00 PM
VIA ZOOM**

Call to Order

Mayor Hammet called the meeting to order at 4:02pm.

Present: Mayor Melanie Hammet; Mayor pro tem Jean Bordeaux; and Council members Tracey Brantley, Brandy Hall and Augusta Woods. Also present were Acting City Administrator Peggy Merriss and City Attorney Susan Moore.

Absent: Council member Brandy Beavers.

Confirm Agenda

On a motion by Mayor pro tem Bordeaux, second by Council member Hall, and all present voting "aye", the agenda was approved.

NEW BUSINESS

Approval of the Purchase of 4642 Rockbridge Road.

Recommend approval of the purchase of 4642 Rockbridge Road for \$3,912.48 and costs of \$1,229.00 for a total of \$5,141.48.

On a motion by Mayor pro tem Bordeaux, second by Council member Hall, and all present voting "aye", the purchase was approved as recommended,

Adjourn

On a motion by Mayor pro tem Bordeaux, second by Council member Woods, and all present voting "aye", the meeting was adjourned.



Memo

From: Peggy Merriss, Acting City Administrator *Peggy Merriss*
Date: May 6, 2021
Re: Tentative Millage Rate and Process For Establishing Final Millage Rate

Recommendation

The purpose of this memorandum is to recommend adoption of Resolution R-07-2021 tentatively establishing the 2021 millage rate as 19.909 mills, the same rate approved for 2020. The 2021 millage rate needs to be tentatively adopted to begin the process that will lead to final adoption at the June 29, 2021, Council Meeting. Between the tentative adoption and final adoption, the millage rate can be reduced but it cannot be raised without starting the process over again.

Description of the Process

On May 24, 2021, the DeKalb County Tax Commissioner's Office provided the 2021 real estate and personal digest to the cities in DeKalb County. Pine Lake's 2021 real estate digest increased by \$4,076,634 from \$27,862,038 to \$31,938,672, a 14.63% increase. The increase consisted of \$3,732,714 in value from reassessments and \$343,920 in growth, which equates to 93.7% of the increase due to reassessments and 8.4% of the increase due to growth.

During the 1999 General Assembly Session, SB 177 commonly known as the "Taxpayer Bill of Rights" (TBoR) was adopted and became effective in January, 2000. The TBoR requires the calculation of a "rollback" millage rate (aka the tax rate) that is determined by taking the reassessment value and dividing it the net total digest, then multiplying it by the prior year millage rate.

For Pine Lake: $(\$3,732,714 / \$31,824,753) * 19.909 = 2.335$
(Value of reassessments/2021 net digest) * (2020 millage rate) = rollback

If the local government does not roll back the millage rate from the existing rate to the calculated rollback rate, then a series of notices, advertisements, public hearings and a press release must be undertaken.

In addition, the City must publish a notice that shows in a spreadsheet, the 2021 tax digest values and the same values for the past 5 years. This is generally referred to as the 5-year history notice. The purpose of this notice is to show the tax levy over a five-year period and

show the increase in tax revenue and the percentage increase compared year to year. At the current millage rate of 19.909, the estimated levy would be \$633,599 which would produce approximately \$80,342 in revenue compared to 2020, a 14.52% increase.

Before final adoption of the 2021 millage rate and depending on the Council's action, the City has to publish a "Notice of Property Tax Increase" to provide information on three public hearings providing information on the tentative millage rate, advertising the increase in taxes if a new millage rate, at or below the calculated rollback rate, is not adopted and indicate the estimated annual tax dollar increase based on the fair market value of an average homestead property¹ and on the estimated annual tax dollar increase based on the fair market value of a nonhomestead property².

Three public hearings are required. Those meetings will be held on Tuesday, June 22, 2021, at 7:00pm and on Tuesday, June 29, 2021, at 10:00am and 7:00pm. The meetings will be held virtually using the Zoom platform.

Budgetary Impact

In 2019 and in 2020, the millage rate was reduced to the extent that it met the calculated rollback millage rate. In 2019 the millage was reduced from 22.200 to 21.530 and in 2021 the millage rate was reduced from 21.530 to 19.909. This means that revenue from property taxes has been flat for the past two budget cycles.

In 2020, the COVID-19 pandemic had many implications for the budget on revenues and expenditures. It is anticipated that due to CARES Act funding of \$85,519 and expenditure management, the City will be able to balance its revenues and expenditures.

For 2021, the budget anticipates using approximately \$125,800 from fund balance reserves. The City does qualify for an estimated distribution of \$140,000 in 2021³ from the American Rescue Plan Act, the ability to use that funding to make up for revenue deficits is based on a formula that will be calculated after the 2020 audit is completed. However, the Council has already approved opening of the beach and lake for an 8-week period that was not funded in the 2021 budget and playgrounds were also opened in March that has resulted in unanticipated costs. There have also been increases in the City's liability and property insurance beyond what was estimated for the 2021 budget and the City has an unbudgeted liability for unemployment reimbursement for payments made to furloughed staff in 2020.

If the millage rate remains at 19.909 mills, it is estimated that there will be approximately \$80,000 in additional property tax revenue in 2021. There are many unmet needs with the City of Pine Lake for maintenance of facilities such as the tennis court and the gazebo, there are stormwater infrastructure needs that exceed what is available in the stormwater utility fund, there are needed technology upgrades and equipment that needs to be replaced. In addition, there are needs for staff training and development and upgrades to salary rates to meet living wage standards and to meet market standards. There are also community improvements such as signage, environmental projects and support for the arts and environmental enhancement projects that are either minimally funded or not funded at all.

¹ The 2021 fair market homestead value based on the digest is \$200,000.

² The 2021 fair market nonhomestead value based on the digest is \$150,000.

³ The total distribution to the City of Pine Lake is estimated to be \$281,571 to be paid in two installments of \$140,786 in 2021 and \$140,786 in 2022.

RESOLUTION NO. R-07-2021

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF PINE LAKE,
GEORGIA, TO SET THE MILLAGE RATE FOR FISCAL YEAR 2021**

WHEREAS, Title 2, Chapter 5, Section 11 of the Code of Ordinances of the City of Pine Lake, Georgia requires the City to set an ad valorem millage rate for each year for the use in collection of taxes; and

WHEREAS, the City of Pine Lake used the tax digest of DeKalb County to assess taxable property within the jurisdictional limits as provided by law;

WHEREAS, the City of Pine Lake uses the best figures available to determine taxable property.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Pine Lake that a 19.909 millage rate is hereby established for the 2021 fiscal year for the City of Pine Lake.

TENTATIVE ADOPTION this 8th day of June, 2021.

FINAL ADOPTION this _____ day of June, 2021.

Melanie Hammet, Mayor

Attest:

Peggy Merriss, Acting City Administrator

DEKALB COUNTY TANGIBLE REAL AND PERSONAL PROPERTY VALUE CHANGES 2021
AS OF 05/25/2021

TAX DISTRICT	ROLL	2020	2021	CHANGE IN DIGEST	VARIANCE 5/25/2021	GROWTH 5/25/2021	REVALUATION 5/25/2021
UNINCORPORATED (04)	RE	7/28/2020 \$13,599,433,193	5/25/2021 \$15,036,703,359	\$1,437,270,166	10.57%	\$204,854,536	\$1,232,415,630
	PP	\$579,824,439	\$569,811,969	-\$10,012,470	-1.73%	\$0	-\$10,012,470
	MH	\$505,683	\$465,215	-\$40,468	-8.00%	\$0	-\$40,468
ATLANTA (61)	RE	\$2,524,117,499	\$2,733,212,830	\$209,095,331	8.28%	\$58,981,278	\$150,114,053
	PP	\$41,658,041	\$42,089,870	\$431,829	1.04%	\$0	\$431,829
	MH	\$0	\$0	\$0		\$0	\$0
AVONDALE (14)	RE	\$274,815,734	\$312,213,871	\$37,398,137	13.61%	\$31,103,183	\$6,294,954
	PP	\$2,197,178	\$2,054,176	-\$143,002	-6.51%	\$0	-\$143,002
	MH	\$0	\$0	\$0		\$0	\$0
BROOKHAVEN (20)	RE	\$4,605,872,052	\$4,818,565,053	\$212,693,001	4.62%	\$86,360,373	\$126,332,628
	PP	\$142,796,261	\$131,768,710	-\$11,027,551	-7.72%	\$0	-\$11,027,551
	MH	\$0	\$0	\$0		\$0	\$0
CHAMBLEE (24)	RE	\$1,744,888,565	\$1,902,631,901	\$157,743,336	9.04%	\$42,603,054	\$115,140,282
	PP	\$225,375,816	\$234,088,531	\$8,712,715	3.87%	\$0	\$8,712,715
	MH	\$0	\$0	\$0		\$0	\$0
CLARKSTON (34)	RE	\$206,233,472	\$237,399,634	\$31,166,162	15.11%	\$10,017,158	\$21,149,004
	PP	\$12,025,215	\$11,743,500	-\$281,715	-2.34%	\$0	-\$281,715
	MH	\$0	\$0	\$0		\$0	\$0
DECATUR (92)	RE	\$1,845,585,680	\$1,948,045,040	\$102,459,360	5.55%	\$39,442,997	\$63,016,363
	PP	\$19,748,586	\$18,742,372	-\$1,006,214	-5.10%	\$0	-\$1,006,214
	MH	\$0	\$0	\$0		\$0	\$0
DUNWOODY (50)	RE	\$3,902,969,042	\$4,389,597,010	\$486,627,968	12.47%	\$15,890,160	\$470,737,808
	PP	\$151,276,562	\$137,726,757	-\$13,549,805	-8.96%	\$0	-\$13,549,805
	MH	\$0	\$0	\$0		\$0	\$0
DORAVILLE (44)	RE	\$673,164,366	\$771,062,461	\$97,898,095	14.54%	\$8,374,287	\$89,523,808
	PP	\$169,016,811	\$173,269,056	\$4,252,245	2.52%	\$0	\$4,252,245
	MH	\$0	\$0	\$0		\$0	\$0
LITHONIA (54)	RE	\$39,097,717	\$43,974,691	\$4,876,974	12.47%	\$187,854	\$4,689,120
	PP	\$1,277,458	\$1,375,512	\$98,054	7.68%	\$0	\$98,054
	MH	\$75,224	\$67,734	-\$7,490	-9.96%	\$0	-\$7,490
PINE LAKE (74)	RE	\$27,862,038	\$31,938,672	\$4,076,634	14.63%	\$343,920	\$3,732,714
	PP	\$365,176	\$377,675	\$12,499	3.42%	\$0	\$12,499
	MH	\$0	\$0	\$0		\$0	\$0
STONE MTN (84)	RE	\$113,539,442	\$130,288,472	\$16,749,030	14.75%	\$1,467,051	\$15,281,979
	PP	\$4,419,875	\$4,727,198	\$307,323	6.95%	\$0	\$307,323
	MH	\$704	\$633	-\$71	-10.09%	\$0	-\$71
TUCKER (90)	RE	\$1,995,983,043	\$2,231,707,409	\$235,724,366	11.81%	\$44,982,500	\$190,741,866
	PP	\$309,215,697	\$300,397,738	-\$8,817,959	-2.85%		

NOTICE

The City of Pine Lake does hereby announce that the 2021 millage rate will be set at the virtual meeting scheduled for 7:00 PM on Tuesday, June 29, 2021. This meeting may be accessed at <https://zoom.us/j/96704627805> or call in at 1-929-205-6099 Meeting ID: 967 0462 7805. Pursuant to the requirements of OCGA Sec. 48.5.32, the City hereby publishes the following presentation of the current tax digest and levy along with the history of the tax digest for the past five years.

CURRENT 2021 TAX DIGEST AND 5 YEAR HISTORY OF LEVY

CITY OF PINE LAKE	2016	2017	2018	2019	2020	2021
Real & Personal	21,363,181	22,335,135	25,488,198	26,467,014	28,633,252	32,716,235
Motor Vehicles	533,790	457,630	264,140	187,340	139,790	120,180
Mobile Homes						
Timber - 100%						
Heavy Duty Equipment						
Gross Digest	21,896,971	22,792,765	25,752,338	26,654,354	28,773,042	32,836,415
Less M & O Exemptions	980,240	1,005,946	1,030,951	957,341	989,061	1,011,662
Net M & O Digest	20,916,731	21,786,819	24,721,387	25,697,013	27,783,981	31,824,753
State Forest Land Assistance Grant Value						
Adjusted Net M&O Digest	20,916,731	21,786,819	24,721,387	25,697,013	27,783,981	31,824,753
Gross M&O Millage	20.381	22.220	22.200	21.530	19.909	19.909
Less Rollback (LOST)						
Net M&O Millage	20.381	22.220	22.200	21.530	19.909	19.909
Total County Taxes Levied	\$426,304	\$484,103	\$548,815	\$553,257	\$553,151	\$633,599
Net Taxes \$ Increase	\$2,181	\$57,799	\$64,712	\$4,442	\$4,336	\$80,342
Net Taxes % Increase	0.51%	13.56%	13.37%	0.81%	0.79%	14.52%

PT-32.1 - Computation of MILLAGE RATE ROLLBACK AND PERCENTAGE INCREASE IN PROPERTY TAXES - 2021

COUNTY: **002-DEKALB** TAXING JURISDICTION: **Pine Lake**

ENTER VALUES AND MILLAGE RATES FOR THE APPLICABLE TAX YEARS IN YELLOW HIGHLIGHTED BOXES BELOW

DESCRIPTION	2020 DIGEST	REASSESSMENT OF EXISTING REAL PROP	OTHER CHANGES TO TAXABLE DIGEST	2021 DIGEST
REAL	27,862,038	3,732,714	343,920	31,938,672
PERSONAL	771,214		6,349	777,563
MOTOR VEHICLES	139,790		(19,610)	120,180
MOBILE HOMES	0		0	0
TIMBER -100%	0		0	0
HEAVY DUTY EQUIP	0		0	0
GROSS DIGEST	28,773,042	3,732,714	330,659	32,836,415
EXEMPTIONS	989,061		22,601	1,011,662
NET DIGEST	27,783,981	3,732,714	308,058	31,824,753
	(PYD)	(RVA)	(NAG)	(CYD)
2020 MILLAGE RATE:	19.909		2021 MILLAGE RATE:	19.909

CALCULATION OF ROLLBACK RATE

DESCRIPTION	ABBREVIATION	AMOUNT	FORMULA
2020 Net Digest	PYD	27,783,981	
Net Value Added-Reassessment of Existing Real Property	RVA	3,732,714	
Other Net Changes to Taxable Digest	NAG	308,058	
2021 Net Digest	CYD	31,824,753	(PYD+RVA+NAG)
2020 Millage Rate	PYM	19.909	PYM
Millage Equivalent of Reassessed Value Added	ME	2.335	(RVA/CYD) * PYM
Rollback Millage Rate for 2021	RR - ROLLBACK RATE	17.574	PYM - ME

CALCULATION OF PERCENTAGE INCREASE IN PROPERTY TAXES

If the 2020 Proposed Millage Rate for this Taxing Jurisdiction exceeds Rollback Millage Rate computed above, this section will automatically calculate the amount of increase in property taxes that is part of the notice required in O.C.G.A. § 48-5-32.1(c) (2)

Rollback Millage Rate	17.574
2021 Millage Rate	19.909
Percentage Tax Increase	13.29%

CERTIFICATIONS

I hereby certify that the amount indicated above is an accurate accounting of the total net assessed value added by the reassessment of existing real property for the tax year for which this rollback millage rate is being computed.

Chairman, Board of Tax Assessors

Date

I hereby certify that the values shown above are an accurate representation of the digest values and exemption amounts for the applicable tax years.

Tax Collector or Tax Commissioner

Date

I hereby certify that the above is a true and correct computation of the rollback millage rate in accordance with O.C.G.A. § 48-5-32.1 for the taxing jurisdiction for tax year 2021 and that the final millage rate set by the authority of this taxing jurisdiction for tax year 2021 is _____

CHECK THE APPROPRIATE PARAGRAPH BELOW THAT APPLIES TO THIS TAXING JURISDICTION

If the final millage rate set by the authority of the taxing jurisdiction for tax year 2021 exceeds the rollback rate, I certify that the required advertisements, notices, and public hearings have been conducted in accordance with O.C.G.A. §§ 48-5-32 and 48-5-32.1 as evidenced by the attached copies of the published "five year history and current digest" advertisement and the "Notice of Intent to Increase Taxes" showing the times and places when and where the required public hearings were held, and a copy of the press release provided to the local media.

If the final millage rate set by the authority of the taxing jurisdiction for tax year 2021 does not exceed the rollback rate, I certify that the required "five year history and current digest" advertisement has been published in accordance with O.C.G.A. § 48-5-32 as evidenced by the attached copy of such advertised report.

Responsible Party

Title

Date

NOTICE OF PROPERTY TAX INCREASE

The City Council of the City of Pine Lake, GA has tentatively adopted a millage rate of 19.909 mills for maintenance and operations and debt service which will require an increase in property taxes of 13.29% for fiscal year 2021. This millage rate generates revenue necessary to fund the City of Pine Lake's general operations, capital improvements and debt service budget for fiscal 2021. This is the same millage rate adopted for the previous fiscal year 2020.

All concerned citizens are invited to the public hearing on this tax increase to be held virtually on Tuesday, June 22, 2021, at 7:00 p.m. The link to participate in the hearing is: <https://zoom.us/96704627805> or dial (929) 205 6099 (Meeting ID: 967 0462 7805).

This notice will be posted on the front page of the City's website at www.pinelakega.net.

Times of additional public hearings on this tax increase are June 29, 2021, at 10:00am and 7:00 p.m. This tentative increase will result in a millage rate of 19.909 mills, an increase of 2.335 mills over the rollback millage rate. Without this tentative tax increase, the millage rate will be no more than 17.574 mills. The proposed tax increase for a home with a fair market value of \$200,000 is approximately \$175.13 and the proposed tax increase for a nonhomestead property with a fair market value of \$150,000 is approximately \$116.75.



Memo

From: Peggy Merriss, Acting City Administrator

Date: May 6, 2021

Re: Adoption of Resolution and Plan Agreement for the Amended and Restated 401(a) Defined Contribution Plan.

The purpose of this memorandum is to recommend adoption of Resolution R-08-21 and adoption of the Plan Agreement between the City of Pine Lake and the Georgia Municipal Association (GMA) for participation in a 401(a) Defined Contribution plan for City employees.

GMA recently restated the plan and received a favorable determination letter from the Internal Revenue Service. This provides assurance to employers providing retirement benefits through the GMA Defined Contribution Plan that GMA is maintaining a qualified defined contribution plan.

To ensure continued tax-favored treatment for the City plan, the IRS requires the employer (the City of Pine Lake) adopt the following resolution and the Plan Agreement reflecting the current benefit design for the City's plan.

City Attorney Susan Moore, Administrative Coordinator Missye Varner and I have reviewed the proposed Resolution and Plan Agreement and recommend adoption of both items.

RESOLUTION NO. R-08-2021

WHEREAS, the City of Pine Lake, Georgia, (hereinafter referred to as the "Participating Employer") has determined that in the interest of attracting and retaining qualified employees, it wishes to offer a defined contribution plan, funded by employer contributions;

WHEREAS, the Participating Employer has also determined that it wishes to encourage employees' saving for retirement by offering matching and/or non-matching contributions;

WHEREAS, the Participating Employer has reviewed the Georgia Municipal Association, Inc. ("GMA") Defined Contribution Plan, as amended and restated effective as of January 1, 2017 ("Plan");

WHEREAS, the Participating Employer wishes to participate or continue participating in the Plan to provide certain benefits to its employees, reduce overall administrative costs, and afford attractive investment opportunities;

WHEREAS, the Participating Employer is an Employer as defined in the Plan;

WHEREAS, the Participating Employer has executed an Adoption Agreement (and, if applicable, an Addendum) for the Plan; and

WHEREAS, the Mayor and Council of the City of Pine Lake ("Governing Authority") is authorized by law to adopt this resolution approving the Adoption Agreement (and, if applicable, Addendum) on behalf of the Participating Employer;

Therefore, the Governing Authority of the Participating Employer hereby resolves:

Section 1. The Participating Employer adopts the Plan and the Trust Agreement ("Trust") for the Plan for its Employees.

Section 2. The Participating Employer acknowledges that the Board of Trustees of the GMA Defined Contribution and Deferred Compensation Plan ("Trustees") are only responsible for the Plan and have no responsibility for other employee benefit plans maintained by the Participating Employer.

Section 3.

(a) The Participating Employer hereby adopts the terms of the Adoption Agreement and any Addendum, which is attached hereto and made a part of this resolution. The Adoption Agreement (and, if applicable, the Addendum) sets forth the Employees to be covered by the Plan, the benefits to be provided by the Participating Employer under the Plan, and any conditions imposed by the Participating Employer with respect to, but not inconsistent with, the Plan. The Participating Employer reserves the right to amend its elections under the Adoption Agreement and any Addendum, so long as the amendment is not inconsistent with the Plan or the Internal Revenue Code or other applicable law and is approved by the Trustees of the Plan. The

Participating Employer acknowledges that it is solely responsible for submitting Employer Contributions in accordance with the terms of this Adoption Agreement, including submitting said Employer Contributions as scheduled based on its Payroll Period or the end of the Plan Year, as applicable.

(b) The Participating Employer acknowledges that it may not be able to rely on the opinion letter if it makes certain elections under the Adoption Agreement or the Addendum, and that the failure to properly complete the Adoption Agreement may result in a failure of the Participating Employer's Plan to be a qualified plan.

Section 4. The Participating Employer hereby authorizes Georgia Municipal Association, Inc. ("GMA"), the Provider who sponsors the Plan on behalf of the Trustees, to amend the Plan on its behalf as provided under Revenue Procedures 2017-41, 2011-49, and 2007-44. The Participating Employer understands that the implementing amendment reads as follows:

GMA will maintain a record of the Participating Employers, and GMA will make reasonable and diligent efforts to ensure that Participating Employers have actually received and are aware of all Plan amendments and that such Participating Employers adopt new documents when necessary. The provisions of this subsection shall supersede other provisions of the Plan to the extent those other provisions are inconsistent.

The Trustees or GMA, as directed by the Trustees, hereby reserves the right to terminate the Plan without consent of the Participating Employers or of Participants (or any Beneficiaries thereof) and, likewise, to amend the Plan without consent of the Participating Employers or of Participants (or any Beneficiaries thereof) to make desired changes in the design of the Plan. A true copy of the resolution of the Trustees approving such amendment shall be delivered to the Administrator and the Participating Employers. The Plan shall be amended in the manner and effective as of the date set forth in such resolution, and the Participating Employers, Employees, Participants, Beneficiaries, the Administrator, and all others having any interest under the Plan shall be bound thereby.

On and after February 17, 2005, GMA shall have the authority to advise and prepare amendments to the Plan, for approval by the Trustees, on behalf of all Participating Employers, including those Participating Employers who have adopted the Plan prior to the January 1, 2018, restatement of the Plan, for changes in the Code, the regulations thereunder, revenue rulings, other statements published by Internal Revenue Service, including model, sample, or other required good faith amendments (but only if their adoption will not cause such Plan to be individually designed), and for corrections of prior approved plans. These amendments shall be applied to all Participating Employers. Any amendment prepared by the Provider and approved by the Trustees will be provided by the Administrator to Participating Employers. Notwithstanding the foregoing paragraphs, effective on or after June 27, 2016, for any Participating Employer as of either:

- the date the Internal Revenue Service requires the Participating Employer to file Form 5300 as an individually designed plan as a result of an amendment by the Participating Employer to incorporate a type of Plan not allowable in a pre-approved plan, as described in Revenue Procedure 2017-41; or
- as of the date of the Plan is otherwise considered an individually designed plan due to the nature and extent of the amendments,

such Participating Employer shall execute a resolution to adopt any amendments that are approved by the Trustees after the date under subparagraph (1) or (2) above, as applicable, within the earlier of (i) ninety (90) days after such Trustees' approval, or (ii) if applicable, the remedial amendment period under Code Section 401(b) as applicable to governmental plans. If the Participating Employer is required to obtain a determination letter for any reason in order to maintain reliance on the opinion letter, GMA's authority to amend the Plan on behalf of the Participating Employer is conditioned on the Plan receiving a favorable determination letter. The Participating Employer further understands that, if it does not give its authorization hereunder or, in the alternative, adopt another pre-approved plan, its Plan will become an individually designed plan and will not be able to rely on the pre-approved plan opinion letter.

Section 5.

(a) The Participating Employer shall abide by the terms of the Plan and the Trust, including amendments to the Plan made under Section 4 and to the Trust made by the Trustees of the Plan, all investment, administrative, and other service agreements of the Plan and the Trust, and all applicable provisions of the Internal Revenue Code and other applicable law.

(b) The Participating Employer accepts the administrative services to be provided by GMA and any services provided by a Service Manager as delegated by the Trustees. The Participating Employer acknowledges that fees will be imposed with respect to the services provided and that such fees may be deducted from the Participants' Accounts.

Section 6.

(a) The Participating Employer may terminate its participation in the Plan, including but not limited to, its contribution requirements, if it takes the following actions:

- (i) A resolution must be adopted terminating its participation in the Plan.
- (ii) The resolution must specify when the participation will end.

The Trustees shall determine whether the resolution complies with the Plan, and all applicable federal and state laws, shall determine an appropriate effective date, and shall provide appropriate forms to terminate ongoing participation. However, distributions under the Plan of existing accounts to Participants will be made in accordance with the Plan.

(b) The Participating Employer acknowledges that the Plan contains provisions for involuntary Plan termination.

Section 7. The Participating Employer acknowledges that all assets held in connection with the Plan, including all contributions to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, property or rights shall be held in trust for the exclusive benefit of Participants and their Beneficiaries under the Plan. No part of the assets and income of the Plan shall be used for, or diverted to, purposes other than for the exclusive benefit of Participants and their Beneficiaries and for defraying reasonable expenses of the Plan. All amounts of compensation deferred pursuant to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, property or rights held as part of the Plan, shall be transferred to the Trustees to be held, managed, invested and distributed as part of the Trust Fund in accordance with the provisions of the Plan. All contributions to the Plan must be transferred by the Participating Employer to the Trust Fund. All benefits under the Plan shall be distributed solely from the Trust Fund pursuant to the Plan.

Section 8. This resolution and the Adoption Agreement (and any Addendum) shall be submitted to the Trustees for their approval. The Trustees shall determine whether the resolution complies with the Plan, and, if it does, shall provide appropriate forms to the Participating Employer to implement participation in the Plan. The Trustees may refuse to approve an Adoption Agreement (and any Addendum) by an Employer that does not have legal authority to participate in the Plan. The Governing Authority hereby acknowledges that it is responsible to assure that this resolution and the Adoption Agreement (and any Addendum) are adopted and executed in accordance with the requirements of applicable law.

Section 9. As provided in Revenue Procedure 2017-41, the Participating Employer may rely on the Plan's Opinion Letter, provided that the Participating Employer's Plan is identical to the GMA Plan, and the Participating Employer has not amended or made any modifications to the Plan other than to choose the options permitted under the Plan and Adoption Agreement.

Adopted by the Governing Authority on _____, _____, in accordance with applicable law.

By: _____
Signature

Name and Title

Attest: _____

Date: _____

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

GMA 401(a) DEFINED CONTRIBUTION PLAN ADOPTION AGREEMENT

ADMINISTRATOR

Georgia Municipal Association, Inc.
201 Pryor Street, SW
Atlanta, Georgia 30303
Telephone: 404-688-0472
Facsimile: 678-686-6289

PARTICIPATING EMPLOYER

Name: City of Pine Lake, Georgia

GOVERNING AUTHORITY

Name: Mayor and Council of the City of Pine Lake
Address: P.O. Box 1325, Pine Lake, GA 30031
Phone: (404) 292-4250
Facsimile: (404) 292-4859
Title of Person Authorized to receive Official Notices from the Plan or
GMA: City Administrator

DISCLOSURE OF OTHER 401(a) PLAN(S)

This Participating Employer does or does not have an existing defined contribution plan(s). If the Participating Employer does have one or more defined contribution plans, the Governing Authority must provide the plan name, name of the plan's provider, and such other information requested by the Administrator.

TYPE OF ADOPTION AND EFFECTIVE DATE

NOTE: This Adoption Agreement, with the accompanying Master Plan Document, is designed to comply with Internal Revenue Code Section 401(a), as applicable to a governmental qualified defined contribution plan, and is part of the GMA Defined Contribution and Deferred Compensation Program. Plan provisions designed to comply with applicable provisions of additional changes in federal law and guidance from the Internal Revenue Service under Internal Revenue Service Notice 2017-37 (the 2017 Cumulative List) are effective as of the applicable effective dates set forth in the Adoption Agreement and Master Plan Document. By adopting

this Adoption Agreement, with its accompanying Master Plan Document, the Participating Employer is adopting a plan document intended to comply with Internal Revenue Code Section 401(a) and the 2017 Cumulative List with the applicable effective dates.

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

- This is a new defined contribution plan adopted by the Participating Employer for its Employees effective _____, _____ (insert effective date of this Adoption Agreement but not earlier than the beginning of the plan year in which the plan is adopted), with respect to Contributions as approved by the Board of Trustees below.
- Check this box if any non-conforming provisions will be included in Plan provisions. An Addendum must be requested from GMA to be completed as part of the Adoption Agreement.
- This is an amendment and restatement of the current GMA 401(a) Defined Contribution Plan or other defined contribution plan of the Participating Employer, the effective date of which shall be the date of its approval by the Governing Authority (insert effective date of this Adoption Agreement but not earlier than the first day of the plan year in which the plan is restated or the beginning of the plan year in which the plan is adopted). This Adoption Agreement is intended to replace and serve as an amendment and restatement of the Employer's preexisting plan, which became effective on January 1, 2006 (insert original effective date of preexisting plan).
 - Check this box if (i) any preexisting plan provisions will be preserved from a superseded non-GMA plan or (ii) any non-conforming provisions will be included in Plan provisions. An Addendum must be completed as part of the Adoption Agreement.
- This is an amendment to be effective as of _____, _____, (insert effective date of this Adoption Agreement but not earlier than the beginning of the remedial amendment period for such amendment) of the current GMA 401(a) Defined Contribution Plan previously adopted by the Participating Employer, which was originally effective _____, _____, as follows (must specify elective provisions in this Adoption Agreement):
 - _____
 - Check this box if any non-conforming provisions will be included in Plan provisions. An Addendum must be completed as part of the Adoption Agreement.

PLAN YEAR

Plan Year means the Participating Employer's Fiscal Year. For purposes of the limitations under Code Section 415(c) set forth in Article V of the Master Plan Document, the limitation year means the calendar year.

The Employer's Fiscal Year starts on: January 1 (insert month and day e.g., July 1).

COVERED DEPARTMENTS

A Participating Employer may cover all of its departments in the Plan or only those listed (check one):

- All Departments
- Covered Departments (must specify): _____

ELIGIBLE EMPLOYEES

Only Employees as defined in the Plan may be covered by the Adoption Agreement. Independent contractors may not participate in the Plan. Subject to other conditions in the Plan and this Adoption Agreement, the following Employees of the Covered Departments are eligible to participate in the Plan, provided that they satisfy any additional eligibility requirements specified under "Other Eligibility Requirements" below (check one):

- All
- All with the following exclusions:
 - Municipal Legal Officer
 - Elected or appointed officials
 - Other¹ (must specify and clearly define the ineligible classification of employees):

- Only employees in any eligible 457(b) plan of the Employer. Note: Please check this box if the sole purpose of this Plan is to provide Employer contributions to match Employee contributions to any eligible 457(b) Plan of the Employer.
- Only employees in the Employer's GMA 457(b) plan. Note: Please check this box if the sole purpose of this Plan is to provide Employer contributions to match Employee contributions to the Employer's GMA 457(b) Plan.

¹ Do not specify the inclusion or exclusion of a participant by using the name of the employee.

- Other¹ (must specify and clearly define the classification of Eligible Employees; Eligible Employees shall not include non-governmental employees, independent contractors, or any other ineligible individuals):

No employee may be excluded based on the attainment of a maximum age.

The Employer shall provide the Administrator with the name, address, Social Security Number, and date of birth for each Eligible Employee, as defined by the Adoption Agreement.

OTHER ELIGIBILITY REQUIREMENTS

Minimum Hours Per Week -- A Participating Employer may prescribe a minimum number of hours that an Employee must be scheduled and normally work in order to be an Eligible Employee under the Plan. The Employer hereby elects the following (elect either "No Minimum Hours Required" or "Minimum Hours Required" below. If you elect to have a minimum hour requirement you must specify the number of hours required in the space provided below). The Minimum Hour Requirement below only applies to common law Employees of the Employer and does not apply to elected or appointed officials.

- No Minimum Number of Hours Required
- Minimum Hours Required Per Week (regularly scheduled):
- 40 (must not exceed 40 hours/week)
- Other Minimum Hour Requirement (must specify): _____.

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

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

Minimum hour requirement applicable to excepted Eligible Employees:

- No Minimum Number of Hours Required
- Minimum Hours Required Per Week (regularly scheduled):
- _____ (must not exceed 40 hours/week)
- Other Minimum Hour Requirement (must specify): _____.

If any Eligible Employee ceases to meet the Minimum Hour Requirement (if any), he or

she becomes ineligible for additional contributions until he or she once again meets the requirement. It is the Participating Employer's responsibility to monitor this requirement and to report to the Administrator a change in employee eligibility.

Waiting Period -- A Participating Employer may establish a waiting period before an Eligible Employee may become a Participant in the Plan. The Employer hereby elects the following (elect "no waiting period" or one of the waiting period options below):

No waiting period. An Eligible Employee may become a Participant immediately upon meeting the eligibility conditions of the Plan.

A waiting period described under one of the following options (check one):

Minimum Period of Service (please complete items below):

The waiting period for participation in the Plan shall be **6 months** (not to exceed 12 months) of service, calculated from the commencement of the Eligible Employee's employment with the Employer.

Eligible Employees who are employed on the date the Plan is adopted will be will not be given credit for prior service as an Employee for purposes of satisfying the waiting period.

Different periods of service will be will not be added together to determine whether the waiting period has been satisfied.

Minimum Period of Contributions to 457(b) Plan (please complete items below):

The waiting period for participation in the Plan shall be _____ (not to exceed 12 months) of the Eligible Employee's making contributions to the Employer's eligible 457(b) plan(s).

Eligible Employees who are employed on the date the Plan is adopted will be will not be given credit for prior contributions made to the eligible 457(b) plan(s) for purposes of satisfying the waiting period.

After initially meeting the waiting period, any interruption of employee contributions to the eligible 457(b) plan(s) will will not require the employee to meet another waiting period to qualify for matching contributions.

Different periods of service in which deferrals are made as an Eligible Employee will will not be added together to determine if the waiting period has been satisfied.

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

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

Waiting period requirement applicable to excepted Eligible Employees:

- No waiting period.** An Eligible Employee may become a Participant immediately upon meeting the eligibility conditions of the Plan.
- A waiting period described under one of the following options (check one):**
 - Minimum Period of Service (please complete items below):**

The waiting period for participation in the Plan shall be _____ (not to exceed 12 months) of service, calculated from the commencement of the Eligible Employee's employment with the Employer.

Eligible Employees who are employed on the date the Plan is adopted
 will be will not be given credit for prior service as an Employee for purposes of satisfying the waiting period.

Different periods of service will be will not be added together to determine whether the waiting period has been satisfied.

- Minimum Period of Contributions to 457(b) Plan (please complete items below):**

The waiting period for participation in the Plan shall be _____ (not to exceed 12 months) of the Eligible Employee's making contributions to the Employer's eligible 457(b) plan(s).

Eligible Employees who are employed on the date the Plan is adopted
 will be will not be given credit for prior contributions made to the eligible 457(b) plan(s) for purposes of satisfying the waiting period.

After initially meeting the waiting period, any interruption of employee contributions to the eligible 457(b) plan(s) will will not require the employee to meet another waiting period to qualify for matching contributions.

Different periods of service in which deferrals are made as an Eligible Employee will will not be added together to determine if the waiting period has been satisfied.

EMPLOYER CONTRIBUTIONS

A Participating Employer may make Matching Contributions and/or Non-Matching Contributions as specified below. Matching Contributions and Non-Matching Contributions that are tied to Payroll Periods (as defined in this Adoption Agreement) must be remitted to the Administrator no later than 15 business days after the end of the Payroll Period. Annual Contributions must be remitted to the Administrator no later than 15 days after the end of the Plan Year. A Participating Employer may establish one or more classes of employees for contribution purposes in this Adoption Agreement. However, no employee may be excluded from contributions based on the attainment of a maximum age.

The Participating Employer hereby elects to make contributions as follows (**check matching, non-matching, or both as applicable**):

Matching Contributions

Employer Contributions shall be made to match all or a portion of a Participant's contribution to an eligible 457(b) deferred compensation plan, including but not limited to the GMA Deferred Compensation Plan. The Employer must identify the class or classes of Participants for whom contributions will be made and the contribution formula:

Class A Matching Contributions will be made on the following basis for Class A Participants:

Class A Participants are (**check one**):

- All Eligible Employees
 Other (**must specify; specific positions are permissible; must be Eligible Employees; specific individuals may not be named**):
-

The Employer elects the following matching contribution formula for Class A Participants (**check and complete "Percentage Match," "Flat Dollar Match," or "Other Formula" below**):

- Percentage Match: For each Payroll Period in which the Participant contributed to _____ (insert plan name), an eligible 457(b) Plan of the Employer, the Employer will contribute _____% (insert percentage) of the dollar amount contributed to the 457(b) Plan. (For example, if an Employer elects a 50% match, then for every \$10 the Participant contributes to an eligible 457(b) Plan, the Employer will contribute \$5 to this Plan).

Cap on Percentage Match - The Employer may wish to establish a cap on its matching contributions, so that the percentage (%) match amount indicated above cannot exceed a certain amount per Payroll Period. The Employer hereby elects

the following cap on its percentage matching contribution (check and fill in \$ or % of compensation limit to apply below, or check "no cap" below):

- Flat Dollar Cap:** In no event will Matching Contributions made on behalf of a Participant exceed a flat dollar amount equal to (complete as applicable):

\$ _____ per weekly Payroll Period
\$ _____ per bi-weekly Payroll Period
\$ _____ per semi-monthly Payroll Period
\$ _____ per monthly Payroll Period

[Note: If the Employer has more than one Payroll Period, you should indicate dollar cap that will apply with respect to each Payroll Period e.g., \$100 per weekly Payroll Period, and \$200 per bi-weekly Payroll Period].

- Cap Equal to Percentage of Total Compensation:** In no event will Matching Contributions made on behalf of a Participant exceed _____% of the Participant's §457(e)(5) includable compensation (gross income from the Employer) per Payroll Period.
- No Cap**

- Flat Dollar Match:** For each Payroll Period in which the Participant contributed at least \$ _____ (may be \$1 to \$25) to an eligible 457(b) Plan of the Employer, the Participating Employer will contribute a flat dollar amount as shown below (complete as applicable):

\$ _____ per weekly Payroll Period
\$ _____ per bi-weekly Payroll Period
\$ _____ per semi-monthly Payroll Period
\$ _____ per monthly Payroll Period

- Other Formula for Calculating Matching Contributions (must specify formula that complies with definitely determinable requirements of Treasury Regulations Section 1.401-1(b)(1)(i) and does not violate limits applicable to governmental plans under Code Sections 401(a)(17) and 415):**

[Do not complete following section on Class B Matching Contributions if all Eligible Employees are included in Class A above].

Class B Matching Contributions will be made on the following basis for Class B Participants:

Class B Participants are (must specify; specific positions are permissible; must be Eligible Employees; specific individuals may not be named):

The Employer elects the following matching contribution formula for Class B Participants (check and complete "Percentage Match," "Flat Dollar Match," or "Other Formula" below):

- Percentage Match:** For each Payroll Period in which the Participant contributed to _____ (insert plan name), an eligible 457(b) Plan of the Employer, the Employer will contribute _____% (insert percentage) of the dollar amount contributed to the 457(b) Plan. (For example, if an Employer elects a 50% match, then for every \$10 the Participant contributes to an eligible 457(b) Plan, the Employer will contribute \$5 to this Plan).

Cap on Percentage Match - The Employer may wish to establish a cap on its matching contributions, so that the percentage (%) match amount indicated above cannot exceed a certain amount per Payroll Period. The Employer hereby elects the following cap on its percentage matching contribution (check and fill in \$ or % of compensation limit to apply below, or check "no cap" below):

- Flat Dollar Cap:** In no event will Matching Contributions made on behalf of a Participant exceed a flat dollar amount equal to (complete as applicable):

\$ _____ per weekly Payroll Period
\$ _____ per bi-weekly Payroll Period
\$ _____ per semi-monthly Payroll Period
\$ _____ per monthly Payroll Period

[Note: If the Employer has more than one Payroll Period, you should indicate dollar cap that will apply with respect to each Payroll Period e.g., \$100 per weekly Payroll Period, and \$200 per bi-weekly Payroll Period].

- Cap Equal to Percentage of Total Compensation:** In no event will Matching Contributions made on behalf of a Participant exceed _____% of the Participant's §457(e)(5) includable compensation (gross income from the Employer) per Payroll Period.
- No Cap**

- Flat Dollar Match:** For each Payroll Period in which the Participant contributed at least \$_____ (may be \$1 to \$25) to an eligible 457(b) Plan of the Employer, the Participating Employer will contribute a flat dollar amount as shown below (complete as applicable):

\$_____ per weekly Payroll Period
 \$_____ per bi-weekly Payroll Period
 \$_____ per semi-monthly Payroll Period
 \$_____ per monthly Payroll Period

- Other Formula for Calculating Matching Contributions (must specify formula that complies with definitely determinable requirements of Treasury Regulations Section 1.401-1(b)(1)(i) and does not violate limits applicable to governmental plans under Code Sections 401(a)(17) and 415):**

[Skip to "Payroll Period" below if Employer is not going to make Non-Matching Contributions]

Non-Matching Contributions

The Employer hereby elects to make contributions to the Plan without regard to a Participant's contribution to an eligible 457(b) plan(s). The Employer must identify the class or classes of Participants for whom these contributions will be made and the contribution formula:

Non-Matching Contributions shall be made on the following basis for Class C Participants:

Class C Participants are (check one):

- All Eligible Employees
- Other (must specify; specific positions are permissible; must be Eligible Employees; specific individuals may not be named):

The Employer elects the following contribution formula for Class C Participants (check one):

- Year-End Contributions: A one-time Plan Year-end contribution of \$_____ or _____% of Compensation per Participant.

- 5% of Compensation per Participant for each Payroll Period.
- A flat dollar amount per Payroll Period as shown below (complete as applicable):

\$ _____ per weekly Payroll Period
 \$ _____ per bi-weekly Payroll Period
 \$ _____ per semi-monthly Payroll Period
 \$ _____ per monthly Payroll Period

- Other Formula for Calculating Non-Matching Contributions (must specify formula that complies with definitely determinable requirements of Treasury Regulations Section 1.401-1(b)(1)(i) and does not violate limits applicable to governmental plans under Code Sections 401(a)(17) and 415):
-
-

[Do not complete the following section on Class D Non-Matching Contributions if all Eligible Employees are included in Class C above].

Non-Matching Contributions shall be made on the following basis for Class D Participants:

Class D Participants are (must specify; specific positions are permissible; must be Eligible Employees; specific individuals may not be named): _____.

The Employer elects the following contribution formula for Class D Participants (check one):

- Year-End Contributions: A one-time Plan Year-end contribution of \$ _____ or _____ % of Compensation per Participant.
- _____ % of Compensation per Participant for each Payroll Period.
- A flat dollar amount per Pay Period as shown below (complete as applicable):

\$ _____ per weekly Payroll Period
 \$ _____ per bi-weekly Payroll Period
 \$ _____ per semi-monthly Payroll Period
 \$ _____ per monthly Payroll Period
- Other Formula for Calculating Non-Matching Contributions (must specify formula that complies with definitely determinable requirements of Treasury Regulations Section 1.401-1(b)(1)(i) and does not violate

limits applicable to governmental plans under Code Sections 401(a)(17) and 415):

For purposes of computing non-matching contributions, "Compensation" is defined in the Plan, subject to the limits imposed by Georgia Code Section 47-1-13(b) and Internal Revenue Code Section 401(a)(17), as adjusted for cost-of-living increases under Internal Revenue Code Section 401(a)(17)(B).

The Participating Employer must monitor contributions to the Plan on behalf of a Participant to this Plan and any other 401(a) plan maintained by the Participating Employer to confirm compliance with Internal Revenue Code Section 415 and Article 5 of the Master Plan. To the extent an amendment to this Adoption Agreement is needed to satisfy the Internal Revenue Code Section 415 limit that could not otherwise be provided for in the above Sections, please complete as applicable:

COMPENSATION

Compensation Paid After Severance From Employment -- A Participating Employer may elect to include certain post-severance payments in Compensation for purposes of computing contributions under the Plan, but only if these amounts are paid no later than 2½ months after severance from employment or, if later, the end of the calendar year that includes a Participant's severance from employment, and only if it is a payment that, absent a severance from employment, would have been paid to the Participant while the Participant continued in employment with the Participating Employer. The Participating Employer makes the following election with respect to including post-severance payments in Compensation (Note: if the following is not completed, no post-severance payments will be included in Compensation by default):

- No post-severance payments will be included in Compensation for purposes of computing contributions under the Plan (if this box is checked, skip to "Payroll Period" below).
- For purposes of calculating contributions under the Plan, the following post-severance payments will be included in Compensation, as long as: 1) they are paid no later than 2½ months after severance from employment or, if later, the end of the calendar year that includes the Participant's severance from employment; and 2) absent a severance from employment, they would have been paid to the

Participant while the Participant continued in employment with the Participating Employer (check all that apply):

- regular compensation paid after severance from employment for services rendered prior to severance during the Participant's regular working hours
- compensation paid after severance from employment for services rendered prior to severance outside the Participant's regular work hours (such as overtime or shift differential), commissions, bonuses, or other similar payments
- post-severance payments 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
- Other: _____

VESTING FOR EMPLOYER CONTRIBUTIONS

A Participating Employer may establish a vesting schedule for Employer Contributions. This means that if the Participant leaves the Participating Employer's employment prior to completing a specified period of service (not to exceed 5 years), the Participant forfeits all or part of the Employer's Contributions. However, upon Death or Disability or the termination of the Plan, the Participant is 100% vested in the Participant's Employer Contributions, notwithstanding any vesting schedule. If a vesting schedule is established, it is the Employer's responsibility to calculate the Eligible Employee's service and report it to the Administrator. Unless otherwise specified below, for purposes of vesting, service means the number of years and complete months of service of a Participant as an Eligible Employee of the Employer and the Participant's service begins with the first day of employment as an Eligible Employee. The Employer hereby elects the following (check one):

- Immediate Vesting.** No vesting schedule. Employer Contributions are 100% vested from the time credited to the Participant's Account **(if this option is elected, do not complete the rest of this section).**
- Cliff Vesting.** Employer Contributions are 100% vested after a Participant has been employed as an Eligible Employee for _____ years **(not to exceed 5 years)** (the "Vesting Period"). Matching contributions remain 0% vested until the Participant satisfies the full Vesting Period.
- Graduated Vesting Schedule.** Employer Contributions are vested on the following graduated scale **(insert vesting % for each completed year of service as an Eligible Employee. Note: Maximum waiting period for 100% vesting may not exceed 5 years):**

<u>Completed Years of Service as Eligible Employee</u>	<u>Vested %</u>
1 year	_____ %
2 years	_____ %
3 years	_____ %
4 years	_____ %
5 years	_____ 100 %

Complete the following items if Employer has elected Cliff Vesting or Graduated Vesting:

In determining the Participant's total years of service for vesting purposes, Eligible Employees who are employed on the date the Plan is adopted by the Employer (**check one**): will be will not be given credit for prior service as an Eligible Employee.

In determining the Participant's total years of service for vesting purposes, different periods of employment as an Eligible Employee (**check one**): will be added together will not be added together will be added together if the Participant is reemployed with the Employer before completing a period of separation of _____ years (not to exceed 5 years).

TREATMENT OF FORFEITURES

If a Participant separates from service, the Participant's non-vested Employer Contributions shall be forfeited as of the date of the Participant's Separation from Service. Amounts forfeited during a Plan Year shall be held unallocated until they are used to reduce or otherwise supplement Employer Contributions as of the earliest possible date such contributions are required to be made to the Plan. If there are no future Employer Contributions (as in the case of a frozen plan), forfeitures shall be used for administrative expenses; after which, any remaining forfeitures shall be allocated to Participants' Accounts.

MODIFICATION OF THE TERMS OF THE ADOPTION AGREEMENT

If a Participating Employer desires to amend any of its elections contained in this Adoption Agreement (or any Addendum), the Governing Authority by official action must adopt an amended Adoption Agreement (and any Addendum, if applicable) and forward the amended Adoption Agreement (and any Addendum) to the Trustees for approval. The amended Adoption Agreement (and Addendum) is not effective until approved by the Trustees and other procedures required by the Plan have been implemented.

The Administrator will inform the Participating Employer of any amendments made by the Trustees to the Plan. If there are no future Employer Contributions (as in the case of a frozen plan), forfeitures shall be used for administrative expenses, and, if forfeitures remain, shall be allocated to Participants' accounts.

TERMINATION OF THE ADOPTION AGREEMENT

This Adoption Agreement (and any Addendum) may be terminated only in accordance with the Plan.

The Administrator will inform the Participating Employer of the discontinuance or abandonment of the Plan by the Trustees.

EXECUTION BY EMPLOYER

This Adoption Agreement (and any Addendum) may only be used in conjunction with the Georgia Municipal Association 401(a) Defined Contribution Plan Master Plan Document approved by the Internal Revenue Service under an opinion letter Q702380a dated June 30, 2020.

The failure to properly complete this Adoption Agreement (or any Addendum), or to operate and maintain the Plan and Trust in accordance with the terms of the completed Adoption Agreement (and any Addendum), Master Plan Document and Trust, may result in disqualification of the Plan under the Code. Inquiries regarding the adoption of the Plan, the meaning of Plan provisions, or the effect of the IRS opinion letter should be directed to the Administrator. The Administrator is the Georgia Municipal Association, Inc., with its primary business offices located at: 201 Pryor Street, SW, Atlanta, Georgia 30303. The business telephone number is: (404) 688-0472. The primary person to contact is GMA General Counsel or Deputy Executive Director, Risk Management and Employee Benefits.

The foregoing Adoption Agreement is hereby adopted and approved on the ____ day of _____, _____, by the Mayor and Council of the City of Pine Lake.

Signed: _____

Printed Name: _____

Title: _____

Date of Signature: _____

TRUSTEES APPROVAL

The Adoption Agreement is approved by the Board of Trustees of the GMA Defined Contribution and Deferred Compensation Plan.

[Complete the following if the purpose of this Adoption Agreement is to establish a new defined contribution plan or to restate a preexisting defined contribution plan of the Participating Employer (other than a GMA 401(a) Defined Contribution Plan).]

Contributions shall first be remitted as follows:

- within 15 business days after the Payroll Period ending _____, _____.
- On the following prospective date (specify a specific date): _____.

Dated: _____

By: _____

Title: _____

on behalf of the Board of Trustees

RESOLUTION
R-09-2021

WHEREAS, the City Council of the City of Pine Lake, Georgia, entered into executive session on May 25, 2021 as allowed by O.C.G.A. §50-14-4 for the purpose of discussing real estate matters; and,

WHEREAS, at the close of discussion of each subject, the City Council of the City of Pine Lake, Georgia, did vote to close the executive session and begin open session; and,

WHEREAS, the members present were: Mayor Hammet; Mayor pro tem Bordeaux; and, Council members Beavers, Brantley, Hall and Woods.

WHEREAS, the members voting for closure were: Mayor Hammet; Mayor pro tem Bordeaux; and, Council members Beavers, Brantley, Hall and Woods.

NOW, THEREFORE, BE IT RESOLVED, and it is hereby resolved, by the City Council of the City of Pine Lake, Georgia, that:

- 1) Each member of the City Council of the City of Pine Lake, Georgia present for the meeting does hereby confirm that to the best of her knowledge, the said subject matter of the executive sessions were devoted to matters within the relevant exception as set forth above; and,
- 2) That the actions taken in executive session and discussion of the same are hereby ratified; and,
- 3) That the City Council of the City of Pine Lake, Georgia does hereby authorize and direct the Mayor to execute an affidavit in order to comply with O.C.G.A. §50-14-4(b); and,
- 4) That the affidavit be included and filed with the official minutes of the meetings and shall be in a form which substantially complies with the requirements of the statute.

This 8th day of June, 2021.

Melanie Hammet, Mayor

ATTEST: _____
Peggy Merriss, Acting City Clerk

**RESOLUTION
R-10-2021**

**Appointing the DeKalb County Board of Registrations and Elections
To Conduct the City of Pine Lake, GA
2021 General Municipal Elections.**

WHEREAS, the City of Pine Lake, Georgia, will hold a General election on Tuesday, November 2, 2021; and,

WHEREAS, the Mayor and City Council of the City of Pine Lake, GA is hereby in agreement that it would be in the best interest of its citizens, pursuant to O.C.G.A. §21-2-45(c), to allow the DeKalb County Board of Registrations and Elections staff, equipment and expertise to conduct the City of Pine Lake 2013 elections; and,

WHEREAS, the individual duties and responsibilities of both City and DeKalb County staff shall be set forth in more detail in an Intergovernmental Agreement between the City and DeKalb County.

NOW, THEREFORE, BE IT RESOLVED, and it is hereby resolved, by the City Council of the City of Pine Lake, Georgia, that the DeKalb County Board of Registrations and Elections conduct the City of Pine Lake elections for 2013.

This 8th day of June, 2021.

Melanie Hammet, Mayor

ATTEST: _____
Peggy Merriss, Acting City Clerk