STATE OF GEORGIA
COUNTY OF CLAYTON

ORDINANCE NO. 2018-87

AN ORDINANCE ADOPTED UNDER THE HOME RULE POWERS GRANTED TO CLAYTON COUNTY PURSUANT TO ARTICLE IX, SECTION II, PARAGRAPH I OF THE CONSTITUTION OF THE STATE OF GEORGIA OF 1983, AMENDING THE CLAYTON COUNTY CODE OF ORDINANCES, SPECIFICALLY, RELEVANT SECTIONS OF THE CLAYTON COUNTY, GEORGIA PUBLIC EMPLOYEE RETIREMENT SYSTEM; TO CLARIFY THAT THE TERM "AVERAGE MONTHLY COMPENSATION" INCLUDES WAGES EARNED WHILE EMPLOYED REPORTED ON PAYCHECKS ISSUED AFTER SEPARATION FROM SERVICE; TO CLARIFY THAT THE TERM "EMPLOYEES" MEANS FULL-TIME EMPLOYEES EXCEPT FOR CERTAIN CATEGORIES OF INDIVIDUALS WHO ARE SPECIFICALLY IDENTIFIED; TO CLARIFY THE MEANING OF THE TERM "SAFETY PERSONNEL"; TO EXPAND THE TERM "ELIGIBLE EMPLOYEES" TO INCLUDE COURT REPORTERS AND SUPERIOR COURT LAW CLERKS AND OTHERWISE CLARIFY THE SCOPE OF THAT PROVISION; TO AMEND THE TERM "VESTING SERVICE" TO CONSIDER ONLY CONTIGUOUS PERIODS OF SERVICE EXCEPT AS SPECIFIED; TO CHANGE THE RULES RELATED TO SUSPENSION OF BENEFITS ON REHIRE; TO REQUIRE THAT REHIRED PARTICIPANTS WHO CHOSE TO REPAY BENEFITS UNDER THE PLAN DO SO WITHIN 24 MONTHS OF THE PLAN ADMINISTRATOR'S NOTICE OF SUCH REPAYMENT OPPORTUNITY; TO PROVIDE A DEATH BENEFIT TO A PARTICIPANT'S SPOUSE IF SUCH PARTICIPANT SEPARATED FROM SERVICE AFTER AGE 50 WITH A VESTED BENEFIT; TO LIMIT THE FORM OF PRE-

RETIREMENT DEATH BENEFITS PAYABLE TO NONSPOUSE BENEFICIARIES; TO MAKE OTHER CLARIFYING REVISIONS; TO REPEAL CONFLICTING LAWS, ORDINANCES AND RESOLUTIONS; AND TO PROVIDE AN EFFECTIVE DATE OF THIS ORDINANCE; AND FOR OTHER PURPOSES.

WHEREAS, Clayton County and the Clayton County Water Authority maintain the Clayton County, Georgia Public Employee Retirement System (Pension Plan) (the "Plan") by an Act of the General Assembly of the State of Georgia, which originally became effective as of July 1, 1971;

WHEREAS, the Plan was last amended and restated by Ordinance No. 2015-92 of the Clayton County Code of Ordinances;

WHEREAS, the Clayton County Pension Board recommended the approval of the amendment of the Plan at its August 9, 2018 regular meeting; and

WHEREAS, the Board of Commissioners now wishes to amend the Plan as set forth below;

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF CLAYTON COUNTY AND IT IS HEREBY ORDAINED:

Section I. By the authority granted to Clayton County pursuant to Article IX, Section II, Paragraph I of the Constitution of the State of Georgia of 1983, the Board of Commissioners hereby amends the Clayton County Code of Ordinances, as amended, by amending the Plan effective as of January 1, 2018, except as otherwise provided herein, as follows:

1. By deleting Clause (i) of Section 1.6 of the Plan in its entirety and replacing it as follows:

"(i) partial months shall be taken into account, including a month in which Compensation is paid after a Severance Date which would otherwise have been paid while the Participant was employed."

2. By adding a new final paragraph to Section 1.6, as follows:

"Notwithstanding any provision of the Plan to the contrary, any Employee designated as an Eligible Employee pursuant to Clause (C) of Section 1.22 shall have Average Annual Compensation determined pursuant to Section 1.6(b) and, with respect to an Employee designated as an Eligible Employee pursuant to Clause (C) of Section 1.22, only Compensation for periods on and after January 1, 2018 shall be taken into account."

3. By deleting the existing Section 1.10 of the Plan in its entirety and replacing it as follows:

"1.10 '<u>Compensation</u>' means wages within the meaning of Code Section 3401(a) (for purposes of income tax withholding at the source) paid to an Employee by a Plan Sponsor during a Plan Year, including Compensation paid after a Severance Date which would otherwise have been paid while the Participant was employed, but 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), to the extent not in excess of the Annual Compensation Limit for all purposes under the Plan except determining Key Employees and Highly Compensated Employees. Notwithstanding the above, Compensation shall be determined as follows:

(a) for all purposes under the Plan, except Appendix A hereto and for purposes of determining Highly Compensated Employees, Compensation shall mean only (i) annual salary or wages paid to an Eligible Employee for time worked during regularly scheduled work periods as recorded on the payroll records of the Plan Sponsor; (ii) holiday pay; and (iii) the following forms of premium pay: longevity pay, call back pay, and standby pay. For purposes of this Subsection (a), Compensation shall not include any other amounts, including, but not limited to, (A) commissions, fees (whether received from service upon a regulatory board or otherwise), salary paid by the State of Georgia or salary from a Plan Sponsor which is reimbursed to the Plan Sponsor by the State of Georgia, provided such reimbursements are considered in determining the Participant's accrued benefit under a pension or other retirement plan maintained by the State of Georgia; (B) salary supplements, other than that payable to the Clerk of Commission, Clayton County; and (C) premium pay (other than those items listed in Clause (a)(iii) above) for services rendered for time worked in addition to an Employee's regularly scheduled work periods, including, but not limited to, overtime (*e.g.,* one and one-half pay), comp time payoff, on

call stipends, sick leave incentive or any other pay of a similar kind or character;

(b) for all purposes under the Plan, Compensation shall include amounts which are not currently includible in the gross income of the Employee under Sections 125, 132(f)(4), 414(h) and 457 of the Code and the regulations thereunder;

(c) for purposes of Plan Section 3.2, Compensation shall not include Compensation received for services rendered prior to the later of (i) the date the Employee becomes a Participant or (ii) September 1, 1995; and

(d) for purposes of determining the Accrued Benefit of a Participant who was formerly an employee of The City of Forest Park Water and Sewer Department who was an Employee of the Clayton County Water Authority on January 1, 1994, the Compensation of such Participant shall include compensation paid by The City of Forest Park Water and Sewer Department.

Notwithstanding the foregoing, if the exclusion of any amount described in Subsection (a) above results in a 'compensation percentage' for Employees who are Highly Compensated Employees which is greater than the 'compensation percentage' for Employees who are not Highly Compensated Employees by more than a *de minimis* amount, then such excluded amounts shall be included in Compensation; provided such amounts would otherwise fall within the definition of Compensation provided in the head language of this Section 1.10. The 'compensation percentage' for a group of Employees is the average of the 'compensation ratio' for each Employee in the group. An Employee's 'compensation ratio' is the Employee's Compensation determined pursuant to this Section 1.10 divided by the Employee's Compensation determined pursuant to the Section 1.10 without giving effect to Subsection (a) above."

4. By deleting the head language of Section 1.12 of the Plan and replacing it as follows:

"1.12 '<u>Credited Service</u>' means the number of years and completed months of continuous employment with a Plan Sponsor as an Eligible Employee beginning on the later of: (i) the Employee's employment commencement date; or (ii) the date the Employee becomes an Eligible Employee and ending on his Severance Date. Credited Service shall include non-consecutive periods of employment pursuant to the aggregation provisions of Section 7.6. For purposes of determining Credited Service, the following additional rules shall apply:"

5. By adding a new Subsection (e) to Section 1.12 of the Plan, as follows:

"(e) Notwithstanding any provision of the Plan to the contrary, any Employee designated as an Eligible Employee pursuant to Clause (C) of Section

1.22 shall have Credited Service determined only with respect to years and completed months of service as an Eligible Employee for periods on and after January 1, 2018:"

6. By deleting the existing Section 1.22 of the Plan in its entirety and replacing it as follows:

"1.22 '<u>Eligible Employee</u>' means any Employee of a Plan Sponsor who is:

(a) a Commissioner of Clayton County;

(b) a Clayton County elected official other than such an official who is enrolled as or becomes an active participant or member in any state, county or local governmental plan maintained by a Georgia governmental entity (for example, elected officials covered by this Subsection (b) as of July 1, 2018 were the Clerk of the Superior Court, Sheriff, and Tax Commissioner);

(c) employed under the Clayton County Civil Service System in a classified position;

(d) employed in a Clayton County Water Authority position as listed in the Clayton County Water Authority Position Classification Plan;

(e) appointed by (i) the Board of Commissioners of Clayton County or (ii) a Clayton County elected official to a full-time employment position with Clayton County (for example, appointees covered by this Subsection (e) as of July 1, 2018 were Associate Juvenile Court Judges, Probate Court Judges, Magistrates, Clerk of the State Court, Chief Court Orderly, Superior court/State Court Administrator, Chief Deputy Sheriff, and Deputy Tax Commissioner); or

(f) appointed by the Board of Directors of the Clayton County Water Authority to a full-time employment position with the Clayton County Water Authority.

All other Employees and individuals shall not be Eligible Employees, including but not limited to (i) a leased employee within the meaning of Code Section 414(n)(2) or (ii) any person deemed to be an Employee of a Plan Sponsor pursuant to regulations under Code Section 414(o). In addition, no person who is initially classified for a period by a Plan Sponsor as an independent contractor for federal tax purposes shall be regarded as an Eligible Employee for that period, regardless of any subsequent independent determination that any such person should have been characterized as a common law employee of the Plan Sponsor for the period in question.

Notwithstanding any other provision of the Plan to the contrary:

(A) effective with respect to Employees hired on and after July 1, 2012, no Employee (including without limitation any Clayton County elected official) of a Plan Sponsor who is enrolled as or becomes an active participant or member in the Employees Retirement System of Georgia or the Georgia State Employees Pension and Saving Plan (or any successor plan) shall be treated as an Eligible Employee even if the Employee is otherwise described in any one or more of Clauses (a) through (s) above;

(B) no Employee (including without limitation any Clayton County elected official) of a Plan Sponsor who is enrolled as or becomes an active participant or member in any state, county or local governmental plan maintained by a Georgia governmental entity shall be treated as an Eligible Employee even if the Employee is otherwise described in this Section 1.22; and

(C) court reporters employed by Clayton County and Superior Court of Clayton County law clerks shall become Eligible Employee positions as soon as administratively feasible after July 1, 2018 and any Employee designated as an Eligible Employee pursuant to this Clause (C) shall be treated for purposes of applying Sections 1.19, 1.30, 4, 5, and 7 as first employed by a Plan Sponsor on or after January 1, 2016, regardless of his or her first actual date of employment by a Plan Sponsor."

7. By deleting the existing Section 1.25 of the Plan in its entirety and replacing it as follows:

"1.25 'Employee' means any person who is, with respect to a Plan Sponsor: (a) a regular full-time employee who performs services for the benefit of a Plan Sponsor who is paid with funds of the Plan Sponsor which are not reimbursed by the State of Georgia; (b) a member of the Clayton County Board of Commissioners; (c) a leased employee within the meaning of Code Section 414(n)(2); or (d) deemed to be an employee pursuant to regulations under Code Section 414(o). For purposes of this Section, a regular Employee is one who is not classified as 'temporary' under the Clayton County Civil Service System or by the Clayton County Water Authority. For purposes of this Section and Section 1.22, a 'full-time employee' is one who is regularly scheduled to work a minimum of 40 hours per week. For purposes of the Plan, the term 'leased employee' means any person (other than a common law employee of a Plan Sponsor or a related person) who, pursuant to an agreement between the Plan Sponsor or a related person and any other person, has performed services for the Plan Sponsor or a related person (determined in accordance with Code Section 414(n)(6)), on a substantially full-time basis for a period of at least one year, and such services are performed under the primary direction or control of the Plan Sponsor or a related person."

8. By deleting the existing Section 1.37 of the Plan in its entirety and replacing it as follows:

"1.37 'Safety Personnel' means an Employee who as of the applicable date is: (a) certified (i) under peace officer standards and training or (ii) under a program of training for a public safety function relating to fire or emergency medical services, (b) employed in a position which requires such certification, and (c) performing a public safety function."

9. By deleting the existing Section 1.42 of the Plan in its entirety and replacing it as follows:

"1.42 'Vesting Service' means, the number of years of continuous employment with a Plan Sponsor as an Employee beginning on the date of the Employee's employment commencement date and ending on his Severance Date. An Authorized Leave of Absence, whether or not compensated, shall be included in determining Vesting Service. For purposes of determining the Vesting Service of a Participant who was formerly an employee of The City of Forest Park Water and Sewer Department who was an Employee of the Clayton County Water Authority on January 1, 1994, the Vesting Service of such Participant shall include his periods of service with The City of Forest Park Water and Sewer Department. Notwithstanding the foregoing,

(a) Employment with a Plan Sponsor shall not be required to be continuous employment for the purposes of Vesting Service calculated pursuant to Sections 5.5 and 7.6 herein.

(b) Any Employee designated as an Eligible Employee pursuant to Clause (C) of Section 1.22 shall receive Vesting Service only for years and completed months of continuous employment for periods of employment on and after January 1, 2018."

10. By deleting the existing Section 4.2(a) of the Plan in its entirety and replacing it as follows:

"(a) If a Participant dies whether while employed or after terminating employment (i) after reaching Normal Retirement Age or (ii) prior to reaching Normal Retirement Age, but either (A) in the performance of his duties for a Plan Sponsor the discharge of which was the proximate cause of death or (B) on or after attaining age fifty (50) and completing at least (1) seven (7) years of Vesting Service in the case of a Participant first employed by a Plan Sponsor prior to January 1, 2016 and (2) ten (10) years of Vesting Service in the case of a Participant first employed by a Plan Sponsor on or after January 1, 2016, the Participant's Beneficiary shall receive a death benefit commencing as of the first day of the month immediately following the date of the Participant's death in the form which would have been payable to the Beneficiary if the Participant had:

(I) separated from service immediately prior to his date of death;

(II) if the Participant was married at the time of his death and the Participant's Beneficiary is his spouse, elected to receive a distribution in the form of a contingent annuity under which the reduced monthly benefit payments are made to the Participant during his lifetime and following his death are continued to his spouse in an amount equal to fifty percent (50%) of the monthly payments to the Participant or, if the Participant was not then married or the Participant's Beneficiary is not his spouse, elected to receive the Actuarial Equivalent of such death benefit in a lump sum payment in cash; and

(III) died immediately thereafter.

Any death benefits payable under this Section 4.2(a) shall not be actuarially reduced for their commencement prior to the Participant's Normal Retirement Age. In addition, the spouse of a Participant eligible for death benefits under this Section 4.2(a) may elect, in lieu of the form of death benefit payment described in Clause (II) of this Section 4.2(a), to receive the Actuarial Equivalent of such death benefits in a lump sum payment in cash."

11. By deleting existing Clause (C) of Subsection 4.2(b) of the Plan in its entirety and replacing it as follows:

"(C) if the Participant was married at the time of his death and the Participant's Beneficiary is his spouse, elected to receive a distribution in the form of a contingent annuity under which the reduced monthly benefit payments are made to the Participant during his lifetime and following his death are continued to his spouse in an amount equal to fifty percent (50%) of the monthly payments to the Participant or, if the Participant was not then married or the Participant's Beneficiary is not his spouse, elected to receive the Actuarial Equivalent of such death benefit in a lump sum payment in cash; and"

12. By deleting the existing Clause (C) of Subsection 4.2(c) of the in its entirety and replacing it as follows:

"(C) if the Participant was married at the time of his death and the Participant's Beneficiary is his spouse, elected to receive a distribution in the form of a contingent annuity under which the reduced monthly benefit payments are made to the Participant during his lifetime and following his death are continued to his spouse in an amount equal to fifty percent (50%) of the monthly payments to the Participant or, if the Participant was not then married or the Participant's Beneficiary is not his spouse, elected to receive the Actuarial Equivalent of such death benefit in a lump sum payment in cash; and"

13. By deleting the existing Section 6.3 of the Plan in its entirety and replacing it as follows:

"6.3 In lieu of the retirement benefits described in Section 5 accrued during a Participant's only period of employment or, in the case of a Participant with at least thirty-two (32) years of Credited Service, the Participant's most recent period of employment, a Participant may elect to receive a distribution of his Contribution Account Balance attributable to that only or most recent, as applicable, period of employment as soon as administratively feasible following the applicable Retirement Date. If a Participant receives his Contribution Account Balance under this Section 6.3, then no adjustment to his Accrued Benefit will be made with respect to that period of employment for which a distribution of his Contribution Account Balance is made. The payment of a Participant's Contribution Account Balance will be in the form of one (1) lump sum in cash and will be in full settlement of any and all obligations of the Plan to the Participant and his Beneficiaries with respect to that period of employment for which a distribution of his Contribution Account Balance is made."

14. By deleting the existing Subsection 6.6(a) of the Plan in its entirety and replacing it as follows:

"(a) If a Participant with less than thirty-two (32) years of Credited Service is reemployed by a Plan Sponsor as a full-time employee prior to his Normal Retirement Date and after the payment of retirement benefits to him have been made or commenced, the payment of any remaining portion of his retirement benefits shall be suspended during the time he is reemployed. The payment of retirement benefits that have been suspended shall resume following the Participant's subsequent retirement in the same form of benefit previously made to the Participant prior to his reemployment. Such Participant shall be entitled to any additional Accrued Benefit determined under Plan Section 5 upon his subsequent retirement. The retirement benefit payable upon the Participant's subsequent retirement will be reduced by the Actuarial Equivalent of the payments received by the Participant prior to his Normal Retirement Date, but not below the level of the retirement benefits previously payable to the Participant. For purposes of this Section 6.6, the term 'full-time employee' means a Participant classified in the position of reemployment as other than (i) a 'part-time employee' covered under the civil service rules and regulations of Clayton County, Georgia or (ii) an individual who would be classified as a 'part-time employee' under the civil service rules and regulations of Clayton County, Georgia, if the position of reemployment was deemed to be covered by such civil service rules."

15. By deleting the existing Section 7.4 of the Plan in its entirety and replacing it as follows:

"7.4 In lieu of the retirement benefits described in Section 5 accrued during a Participant's only period of employment or, in the case of a Participant

with at least thirty-two (32) years of Credited Service, the Participant's most recent period of employment, a vested Participant may elect to receive a distribution of his Contribution Account Balance attributable to that only or most recent, as applicable, period of employment as soon as administratively feasible after his termination of employment. If a Participant receives his Contribution Account Balance under this Section 7.4, then no adjustment to his Accrued Benefit will be made with respect to that period of employment for which a distribution of his Contribution Account Balance is made. The payment of a Participant's Contribution Account Balance will be in the form of one (1) lump sum in cash and will be in full settlement of any and all obligations of the Plan to the Participant and his Beneficiaries with respect to that period of employment for which a distribution of his Contribution Account Balance is made."

16. By deleting, effective July 1, 2017, the existing Subsections 7.6(a)(iii) and (iv) of the Plan in their entirety and replacing them as follows:

"(iii) If the Participant (A) terminates employment with a vested Accrued Benefit, (B) receives a distribution of his Contribution Account Balance under Section 6.3 or 7.4 hereof, and (C) becomes reemployed by a Plan Sponsor, any Credited Service, Compensation, and Vesting Service earned prior to his termination of employment shall be disregarded for all purposes under the Plan unless (1) the Participant is credited with at least seven (7) years of Vesting Service following his reemployment date; and (2) the Participant repays the amount of such prior distribution to the Plan in a lump sum (increased by interest from the date of distribution through the scheduled date of repayment) no later than twenty-four (24) months after the date notice of such repayment opportunity is provided by the Plan Administrator.

(iv) If the Participant (A) terminates employment without a vested interest in his Accrued Benefit, (B) receives a distribution of his Contribution Account Balance under Section 7.4 hereof, and (C) becomes reemployed by a Plan Sponsor, any Credited Service, Compensation, and Vesting Service earned prior to his termination of employment shall be disregarded for all purposes under the Plan unless (1) the Participant is credited with at least seven (7) years of Vesting Service following his reemployment date; and (2) the Participant repays the amount of such prior distribution to the Plan in a lump sum (increased by interest from the date of distribution through the scheduled date of repayment) no later than twenty-four (24) months after the date notice of such repayment opportunity is provided by the Plan Administrator."

17. By deleting, effective July 1, 2017, the existing Subsections 7.6(b)(iii) and (iv) of the Plan in their entirety and replacing them as follows:

"(iii) If the Participant (A) terminates employment with a vested Accrued Benefit, (B) receives a distribution of his Contribution Account Balance under Section 6.3 or 7.4 hereof, and (C) becomes reemployed by a Plan Sponsor, any

Credited Service, Compensation, and Vesting Service earned prior to his termination of employment shall be disregarded for all purposes under the Plan unless (1) the Participant is credited with at least ten (10) years of Vesting Service following his reemployment date; and (2) the Participant repays the amount of such prior distribution to the Plan in a lump sum (increased by interest from the date of distribution through the scheduled date of repayment) no later than twenty-four (24) months after the date notice of such repayment opportunity is provided by the Plan Administrator. If the Participant is credited with at least ten (10) years of Vesting Service following his reemployment date and timely repays his Contribution Account Balance, any Credited Service, Compensation, and Vesting Service prior to his termination of employment shall be considered for all purposes under the Plan and his Accrued Benefit shall be determined in accordance with Section 5.2(b).

(iv) If the Participant (A) terminates employment without a vested interest in his Accrued Benefit, (B) receives a distribution of his Contribution Account Balance under Section 6.3 or Section 7.4 hereof, and (C) becomes reemployed by a Plan Sponsor, any Credited Service, Compensation, and Vesting Service earned prior to his termination of employment shall be disregarded for all purposes under the Plan unless (1) the Participant is credited with at least ten (10) years of Vesting Service following his reemployment date; and (2) the Participant repays the amount of such prior distribution to the Plan in a lump sum (increased by interest from the date of distribution through the scheduled date of repayment) no later than twenty-four (24) months after the date notice of such repayment opportunity is provided by the Plan Administrator. If the Participant is credited with at least ten (10) years of Vesting Service following his reemployment date and timely repays his Contribution Account Balance, any Credited Service, Compensation, and Vesting Service prior to his termination of employment shall be considered for all purposes under the Plan and his Accrued Benefit shall be determined in accordance with Section 5.2(b)."

18. By deleting, effective July 1, 2017, the existing Subsection 7.6(c)(iii) of the Plan in its entirety and replacing it as follows:

"(iii) If the Participant (A) terminates employment with a vested Accrued Benefit, (B) receives a distribution of his Contribution Account Balance under Section 6.3 or 7.4 hereof, and (C) becomes reemployed by a Plan Sponsor, any Credited Service, Compensation, and Vesting Service earned prior to his termination of employment shall be disregarded for all purposes under the Plan unless (1) the Participant is rehired within three (3) years following the termination of employment; (2) the Participant is credited with at least ten (10) years of Vesting Service following his reemployment date; and (3) the Participant repays the amount of such prior distribution to the Plan in a lump sum (increased by interest from the date of distribution through the scheduled date of repayment) no later than twenty-four (24) months after the date notice of such repayment opportunity is provided by the Plan Administrator. If such a Participant is credited with at least ten (10) years

of Vesting Service following his reemployment date and timely repays his Contribution Account Balance, any Credited Service, Compensation, and Vesting Service prior to his termination of employment shall be considered for all purposes under the Plan and his Accrued Benefit shall be determined in accordance with Section 5.2(b)."

19. By adding new Subsection (f) to Section 7.6 of the Plan, as follows:

"(f) For purposes of this Section 7.6, the amount to be repaid with respect to a prior distribution of a Participant's Contribution Account Balance shall include an interest component using the interest rate used by the Plan for determining the Actuarial Equivalence of forms of benefit differing in time, period, or manner of payment."

Section II. In the event any section, paragraph, subpart, sentence, clause, phrase or word of this Ordinance shall be declared or adjudged unconstitutional or invalid by any Court, such declaration or adjudication shall not affect the remaining portions of this Ordinance which shall remain in full force and effect as if the portions declared invalid or unconstitutional had never been enacted into law.

Section III. All laws, ordinances or resolutions, or parts thereof, in conflict with provisions of this Ordinance are hereby repealed.

Section IV. This Ordinance shall become generally effective as of the dates provided herein upon its approval by the Board of Commissioners after the second reading of the Ordinance, provided the same receives an affirmative vote of three or more members, and provided further that a copy of the Ordinance has been published in the official organ of Clayton County and filed with the Secretary of the State of Georgia as required by law.

This ordinance was approved on the 21st day of August, 2018, by a vote of 4 yeas and 0 nays. Vote unanimously by the four members present with Commissioner Franklin Warner being absent from the meeting.

This ordinance was approved on the 4th day of September, 2018, by a vote of 5 yeas and 0 nays. Vote unanimous.

This Ordinance shall become effective immediately upon its second approval by the Board of Commissioners.

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[Signatures on the following page]

SO ORDAINED, this 4th day of September, 2018.

CLAYTON COUNTY BOARD OF COMMISSIONERS

JEFFREY E. TURNER, CHAIRMAN

MICHAEL EDMONDSON, VICE CHAIRMAN

SONNA GREGORY, COMMISSIONER

GAIL HAMBRICK, COMMISSIONER

FELICIA FRANKLIN WARNER, COMMISSIONER

ATTEST:

SANDRA T. DAVIS, CLERK

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