



Mayor & City Council

Regular Session Meeting

~ Agenda ~

City of College Park
3667 Main Street
College Park, GA 30337

<http://www.collegeparkga.com>
404-669-3756 (Main)

Experience College Park
Georgia's Global City

Tuesday, January 21, 2020

7:30 PM

Council Chambers

1. Opening Ceremonies

A. Pledge Of Allegiance

B. Invocation

2. Additions, Deletions, Amendments, or Changes to the Agenda

3. Presentation of Minutes of City Council

A. Approval of Regular Session Minutes dated January 6, 2020

ACTION:

B. Approval of Special Called Minutes dated December 9, 2019.

ACTION:

4. Proclamations, Resolutions, Plaques, and Announcements

A. Presentation of a plaque to Mrs. Subrenia Willis for her years of service as a member of the College Park Business & Industrial Development Authority Board of Directors.

B. Recognition of "Information Technology Week" January 27-31, 2020 in the City of College Park. See memorandum dated January 14, 2020 from Chief Information Officer Michael Hicks regarding activities planned.

ACTION:

C. Presentation of a plaque to Ms. Shelia McClendon in recognition of her years of service to the City of College Park. Ms. McClendon has coached and been a sponsor for the College Park Cheerleading program for 30 years.

D. Recognition of the achievements of participants of the College Park Cheerleading Program.

5. Remarks of Citizens
6. Other Business

- A. Consideration of Board appointments for Councilman Ken Allen (Ward 3). See attached memorandum dated January 13, 2020 from Executive Assistant to the Mayor and City Council Erica Jones

ACTION:

- B. Consideration of and action on a request from Delta Clipped Wings to host a Silent Auction Fundraiser for 2019. This is a one-time special event to be held on March 21, 2020. See memorandum dated January 15, 2020 from City Clerk Shavala Moore. Also, see attached City of College Park Special Events Form. Ward 3.

ACTION:

- C. Discussion and update on recently adopted ordinances and resolutions. See memorandum dated January 9, 2020 from City Clerk Shavala Moore. Also, see attached supporting documentation.

7. Public Hearings

- A. Consideration of a request to set a Public Hearing to consider a Conditional Use Permit at 5134 Old National Highway to allow for a place of worship in the BP zoning district. The Planning Commission will hear this case at the January 27, 2020 meeting. A Public Hearing date of February 3, 2020 is recommended. See memorandum dated January 13, 2020 from City Planner Michelle Alexander. Also, see attached supporting documentation. Ward 3.

ACTION:

8. Bids, Change Order Requests and Contracts

- A. Consideration of and action on bids received for the purchase of transformers, crossarms, reclosers, decorative light poles, flood lights and LED pole mount lights. See memorandum dated January 8, 2020 from Power Director Hugh Richardson recommending approval of bids in the amount of \$668,019.40. Also, see attached bid matrix and supporting documentation. These are budgeted items.

ACTION:

- B. Consideration of and action on a request to ratify the City Manager's approval of the emergency pump and motor repairs to pump #4 at the Southeast Lift Station located at 1219 Forest Parkway. See memorandum dated January 13, 2020 from Director of Public Works Mike Mason recommending approval of Goforth Williamson, Inc. in the amount of \$22,375.00. Also, see attached bid matrix.

ACTION:

- C. Consideration of and action on a request for approval to replace the swing gate at the main entrance to the Federal Aviation Administration (FAA) Regional Headquarters. See memorandum dated January 14, 2020 from City Manager Terrence R. Moore and letter dated December 23, 2019 from Colliers International Commercial Property Manager Ron Wilkerson recommending C&C Fence Company in an amount of \$10,494.00. Also, see attached proposal for service and project management approval and cost detail. Ward 3.

ACTION:

- D. Consideration of and action on a request for approval of a contract renewal with Gerber Life Insurance Company for medical insurance coverage for inmates while in City custody in an annual amount of \$19,436.25. See memorandum dated January 14, 2020 from Chief of Police Ferman Williford recommending approval. Also, see attached background information. This is a budgeted item.

ACTION:

- E. Consideration of and action on a request for approval of a contract renewal with Reveal Media USA, Inc. for body camera equipment and license in an annual amount of \$16,449.00. See memorandum dated January 14, 2020 from Chief of Police Ferman Williford recommending approval. Also, see attached supporting documentation. These are budgeted items.

ACTION:

- F. City Councils consideration in authorizing the Mayor to execute an agreement for ALTA Survey services of the Airport City project area. Please see bid matrix and memorandum from Economic Development Director Artie Jones, III. This is a non-budgeted item.

ACTION:

9. Unfinished (Old) Business

- A. Consideration of and action on request for approval of technical corrections to the Georgia Municipal Association (GMA) Retirement Plan to recognize and calculate prior military service for benefit eligibility. See attached supporting documentation.

ACTION:

10. New Business

- A. Consideration of and action on a request for approval to authorize funding associated with potentially changing the speed limit on Hershel Road from thirty-five (35) miles per hour to twenty-five (25) miles per hour and to install speed reduction devices along the roadway. See memorandum January 14, 2020 Chief of Police Ferman Williford requesting approval at a total approximate cost to the City of \$15,000. Wards 1, 2 & 4.

ACTION:

11. City Attorney's Report

12. City Manager's Report

- A. Considerations regarding organizational development training and annual strategic retreat. See memorandum dated January 16, 2020 from City Manager Terrence R. Moore.

ACTION:

- B. Discussion and update on top ten delinquent property tax payers. See memorandum dated January 9, 2020 from Director of Finance & Accounting Althea Philord-Bradley. Also, see attached background information. **NO ACTION REQUIRED.**

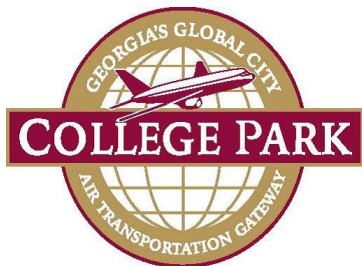
- C. Discussion and update on top ten delinquent utility customer accounts. See memorandum dated January 15, 2019 from Customer Service Manager Kimberly Rollins. Also, see attached background information. **NO ACTION REQUIRED.**

13. Report of Mayor and Council

14. Executive Session

15. Approval of Executive Session Minutes

16. Adjournment



CITY OF COLLEGE PARK

P.O. BOX 87137 · COLLEGE PARK, GA 30337 · 404.767.1537

REG SESSION AGENDA REQUEST

DOC ID: 7845

DATE: January 9, 2020

TO: The Honorable Mayor and Members of City Council

THROUGH: Terrence R. Moore, City Manager

FROM: Shavala Moore, City Clerk

RE: Regular Session Minutes dated January 6, 2020

See attached Regular Session Minutes dated January 6, 2020.

Thank you.

ATTACHMENTS:

- RS010620 (DOC)

Review:

- Shavala Moore Completed 01/15/2020 3:03 PM
- Rosylne Robinson Completed 01/16/2020 9:22 AM
- Terrence R. Moore Pending
- Mayor & City Council Pending 01/21/2020 7:30 PM

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CITY OF COLLEGE PARK
MAYOR AND CITY COUNCIL
REGULAR SESSION
JANUARY 6, 2020

MINUTES

Present: Mayor Bianca Motley Broom; Councilmen Ambrose Clay, Derrick Taylor, Ken Allen, and Roderick Gay; City Manager Terrence Moore; City Clerk Shavala Moore; City Attorney Winston Denmark.

Absent: None.

1. Opening Ceremonies.

A. Pledge of allegiance to the flag.

B. Invocation by Pastor/Chaplain Alexander.

2. Additions, Deletions, Amendments, Or Changes To The Agenda.

Councilman Clay said I have board appointments that I would like to make, since we have a BIDA Meeting and a Main Street Association Meeting coming up.

City Manager Terrence Moore said I would like to add those under 6i and 6j of the agenda.

Councilman Allen said I have 1 appointment that I would like to make.

ACTION: Councilman Clay moved to approve to add to the Agenda Items 6i and 6j, Ward 1 and Ward 3 Board Appointments, seconded by Councilman Allen and motion carried. (All Voted Yes).

3. Presentation Of Minutes Of City Council.

A. Regular Session held December 2, 2019.

ACTION: Councilman Clay moved to approve Regular Session Minutes dated December 2, 2019, as presented, seconded by Councilman Taylor and motion carried. (All Voted Yes).

B. Workshop Session held December 2, 2019

ACTION: Councilman Clay moved to approve Workshop Session Minutes dated December 2, 2019, as presented, seconded by Councilman Taylor and motion carried. (All Voted Yes).

- 47 4. Proclamations, Resolutions, Plaques, And Announcements.
 48
 49 A. Presentation of a resolution and plaque to former Mayor Jack Patterson Longino in
 50 recognition of his 28 years of service to the City of College Park and its citizens.
 51
 52 Mayor Motley Broom presented the plaque to former Mayor Jack Patterson Longino.
 53
 54 B. Presentation of a plaque and proclamation to Mr. Tom Carpenter for his years of
 55 service to the City of College Park and the College Park Main Street Association
 56 (CPMSA).
 57
 58 Mayor Motley Broom presented the plaque and proclamation to Mr. Tom Carpenter.
 59
 60 C. Presentation of certificates to the City of College Park Department of Public
 61 Works/Sanitation Division and Main Street Business - Face 2 Face for collecting the
 62 most coats for the College Park Main Street Association (CPMSA) 2019 Coat Drive.
 63
 64 Mayor Motley Broom presented certificates for the 2019 Coat Drive to the Department of
 65 Public Works.
 66
 67 5. Remarks Of Citizens.
 68
 69 a. Fritz Englemann came forward and thanked Mayor Motley Broom for stepping up. To
 70 Mr. & Mrs. Gravitt, thank you for putting your heart and soul in to see some changes in
 71 the city. Thank you to Dr. John Duke for stepping up and fighting for the well beings
 72 of the community. Jack and Tracey have done a great job. It is time to bring the
 73 community back together. I would like to see everybody give Jack and Tracey a round
 74 of applause for their time.
 75
 76 (Clapping)
 77
 78 Mayor Motley Broom asked, is there anyone else that wishes to speak?
 79
 80 b. Former Mayor Jack P. Longino came forward and said I want to thank the City of
 81 College Park for the wonderful 28 years I had; 6 Mayoral terms and 1 as Councilman. I
 82 have worked with several of you. I was born and raised here, a lifelong resident. I
 83 have been at my business for 50 years. I started at age 16. I'm humbly honored to have
 84 led this city as many years as I did. I understand the community wants a change, and
 85 Mayor I wish you all the luck in the world. I wish the city all the luck in the world. I
 86 want to thank the community and the employees. Oscar asked me if I am okay. Do I
 87 look okay? I feel good. And my wife says that she is glad I lost. Thank you!
 88
 89
 90 c. Merri Sheffield, 3366 College Street, College Park, Ga., came forward and said I am
 91 normally up here to advocate for affordable housing and the Census. But tonight I am
 92 here to talk about my block. I live on College Street between Walker and Mercer.

93 Within the last 2 months, I have been woken up in the middle of the night with cars
 94 crashing into other cars that are parked in front of my house. I have been within 100
 95 yards of 3 demolished vehicles in the middle of the night that were just parked. I would
 96 like to commend our Police Department because everyone was treated respectfully. It
 97 was a really bad situation. We have children, dogs, and others on that block.
 98

- 99 d. Jamelle McKenzie, Ignite, 2447 O'1 Del Way, College Park, Ga., came forward to
 100 congratulate Mayor Motley Broom and Ken Allen. It's an honor and a privilege to
 101 have Councilman Clay back in Ward 1. I want to thank Derrick for leading the way in
 102 assisting some families that are in need due to the fire. This city rocks. We have the
 103 greatest people, and I am looking forward to continue to move forward in a positive
 104 means.
 105

106 Ms. McKenzie said I appreciate the support from the community and Council for
 107 Ignite. I am looking forward to an awesome year here in our city, and I just want to
 108 thank each of you in advance for a wonderful year.
 109

- 110 e. Pastor Steven Alexander, 2455 Roosevelt Highway, College Park, Ga., came forward
 111 and said on January 21, 2020 at 7:30, we will be having the new voting machines at the
 112 church for people to come by and learn how to use them. Thank you.
 113

114 Mayor Motley Broom said thank you.
 115

- 116 f. Keisha Walker, Board Member for Hosea Feed The Hungry, came forward and said
 117 Former Mayor Longino and Councilman Clay has done a phenomenal job working with
 118 us. We need your help. We hold 2 events in this city; an After School Drive at the
 119 GICC, and the Labor of Love Event that takes place during the Labor Day Weekend.
 120

121 Ms. Walker said we have a rising issue with our working poor and our homeless.
 122 These are individuals that are resident members of each of your respective wards.
 123 People are going to bed homeless and/or hungry, and we need your assistance. We ask
 124 Mayor & Council to support us when we come back and knock on your doors. I want
 125 to thank the Tracey Wyatt Rec Center for offering a hot meal Monday through Friday;
 126 no questions asked.
 127

128 Ms. Walker said finally, we would like to bring the Leadership Camp back here in
 129 2020. We are one of the few football camps and clinics in the State of Georgia that do
 130 not charge a fee. We appreciate your support as well on that. We wish you God's
 131 blessings in the coming year.
 132

- 133 g. Ms. Barbara McKee, Founder of LIFT, came forward and thanked Former Mayor Jack
 134 Longino, Tracey Wyatt and Joe Carn for assisting me for years with LIFT. I look
 135 forward to working with everyone else.
 136

137 Ms. McKee further said my nephew was murdered some years ago, and they found the
 138 people that were responsible. And today, they did not offer one of them a bond. So, I

139 thank the City for just being there for us during those times. Also, my organization is
 140 getting calls in reference to the fire victims, and we will continue to help them. We are
 141 in the new City of South Fulton, and I love it just as I love College Park. We will still
 142 be working here, too. Thank you.

143
 144 Mayor Motley Broom asked, anyone else to speak?

145
 146 There were no further comments from the public.

147
 148 6. Annual Appointments.

149
 150 A. Mayor Pro Tem for 2020.

151
 152 Councilman Allen said I nominate Councilman Clay to be the Mayor Pro Tem for 2020.

153
 154 **ACTION:** Councilman Allen moved to approve Councilman Ambrose Clay as Mayor Pro Tem
 155 for 2020, seconded by Councilman Clay and motion carried. (All Voted Yes).

156
 157 B. Appointment of Mayor Pro Tem for 2020 to serve as the Member for Post 6 on the
 158 College Park Business & Industrial Development Authority (BIDA).

159
 160 Councilman Allen said I nominate Councilman Clay to serve as Member for Post 6 on
 161 BIDA.

162
 163 **ACTION:** Councilman Allen moved to approve Mayor Pro Tem for 2020 (Councilman Clay)
 164 to serve as the Member for Post 6 on the College Park Business & Industrial
 165 Development Authority, seconded by Councilman Clay and motion carried. (All
 166 Voted Yes).

167
 168 C. City Physicians.

169
 170 Councilman Clay said I move to approve the slate of physicians as presented. I asked staff
 171 if they are the same, and I think they served just fine.

172
 173 **ACTION:** Councilman Clay moved to approve City Physicians as printed, seconded by
 174 Councilman Gay and motion carried. (All Voted Yes).

175
 176 Councilman Gay said I would like to add Stephen Dawkins (Caduceus) to the panel of
 177 physicians for Occupational Medicine.

178
 179 Mayor Motley Broom said Concentra is also listed without a particular physician.

180
 181 Councilman Clay said we could approve the list with the exception of those 2, and come
 182 back at the next meeting and approve them after HR has checked it out.

183
 184 Mayor Motley Broom asked Councilman Gay, what is the rationale?

185 Councilman Gay said I ran a facility for 15 years, and I just remembered them saying that
186 they wanted to put the primary care physician's name on the list.

187
188 Director of Administrative Services Charles Cook said I can add them.

189
190 Councilman Clay asked, how do you know this particular doctor?

191
192 Councilman Gay said I know him.

193
194 Councilman Clay said I would feel better if I had HR to verify both of them.

195
196 Councilman Clay said I amend my motion to set the appointments for all the others, and
197 then have HR look into who should be named at each of those 2 facilities.

198
199 Director of Administrative Services Charles Cook said I can verify that.

200
201 **ACTION:** Councilman Clay moved to amend the motion to set appointments for all other City
202 Physicians, except Concentra and Cabuceus, until Human Resources looks into who
203 should be named at each of the facilities, seconded by Councilman Gay and motion
204 carried. (All Voted Yes).

205
206 D. City Legal Organ.

207
208 **ACTION:** Councilman Clay moved to approve The South Fulton Neighbor as the City Legal
209 Organ and the Clayton News Daily as an alternate, seconded by Councilman Taylor
210 and motion carried. (All Voted Yes).

211
212 E. Official Bank Depository.

213
214 Councilman Gay said I would like for us to verify a minority bank to have 1 percent of our
215 City's deposit.

216
217 Councilman Clay said that's a good point.

218
219 Councilman Gay said and we would like for that to be a Microlender.

220
221 **ACTION:** Councilman Gay moved to approve a request from Director of Finance &
222 Accounting Althea Philord-Bradley to approved SunTrust Bank as the Official
223 Bank Depository for calendar year 2020, seconded by Councilman Clay and motion
224 carried. (All Voted Yes).

225
226 F. Appointment of three Council Members to the Pension Board.

227
228 Councilman Taylor said we need a third person.

229

230 Councilman Clay said my recommendation would be that Mayor Motley Broom be on the
231 board, and Councilmen Ken Allen and Derrick Taylor for the employees.

232

233 **ACTION:** Councilman Gay moved to appoint Mayor Motley Broom, Councilman Derrick
234 Taylor (Ward 2) and Councilman Ken Allen (Ward 3) to serve on the Pension
235 Board, seconded by Councilman Taylor and motion carried. (All Voted Yes).

236

237 G. Appointment to the Clayton County Municipal Association's (CCMA) Board of
238 Directors.

239

240 Councilman Allen said I will be more than happy to serve.

241

242 **ACTION:** Councilman Gay moved to appoint Councilman Ken Allen to serve on the Clayton
243 County Municipal Association's (CCMA) Board of Directors, seconded by
244 Councilman Clay and motion carried. (All Voted Yes).

245

246 H. Appointment to the South Fulton Municipal Association.

247

248 Councilman Clay said I nominate Mayor Motley Broom to serve in Jack's place.

249

250 **ACTION:** Councilman Clay moved to appoint Mayor Motley Broom to the South Fulton
251 Municipal Association, seconded by Councilman Gay and motion carried. (All
252 Voted Yes).

253

254 I. Ward 1 Board Appointments.

255

256 Councilman Clay said four of mine are the same, but I have a new one, Julia Nabaa who is
257 appointed to the Main Street Association, taking the position that Tom Carpenter has served
258 so well. Eileen Murphy will continue on the Planning Commission, Jamelle McKenzie will
259 be on the BIDA Board, Fritz Englemann will be on BZA, and Stephanie Thompson-Harris
260 on DMO.

261

262 Mayor Motley Broom said the only concern I have is that our Charter prohibits appointees
263 from serving more than 2 consecutive terms. Have any of those appointees served more
264 than 2 consecutive terms?

265

266 Councilman Clay asked Mrs. Murphy, this is your second term, right?

267

268 Mrs. Murphy said I believe so.

269

270 Councilman Clay said it is Jamelle's first term. It is Fritz's second term. And I think it is
271 Stephanie's second term.

272

273 Mayor Motley Broom said all right.

274

275 Councilman Clay said so I think we are good.

276 **ACTION:** Councilman Clay moved to appoint Julia Nabaa to the College Park Main Street
 277 Association; Eileen Murphy to the Planning Commission; Janelle McKenzie to
 278 the Business Industrial Development Authority (BIDA); Fritz Englemann to the
 279 Board of Zoning Appeals (BZA); Stephanie Thompson-Harris to the Destination
 280 Marketing Organization (DMO) Board, seconded by Councilman Allen and
 281 motion carried. (All Voted Yes).

282

283 J. Ward 3 Board Appointments.

284

285 Councilman Allen said I had 1 appointment to the Planning Commission, Ryan Taylor.

286

287 **ACTION:** Councilman Allen moved to appoint Ryan Taylor to serve on the Planning
 288 Commission, seconded by Councilman Clay and motion carried. (All Voted Yes).

289

290 7. Other Business.

291

292 A. Update on the Advanced Metering Infrastructure (AMI), billing interface, and other
 293 related software.

294

295 Director of Power Hugh Richardson came forward to give an update on the AMI System.
 296 The Princeton cell tower has gone down, and hopefully we will have it fixed this week.

297

298 Councilman Clay said I did an analysis on the flow over the last several months between
 299 those cell towers. They seem to be doing a really good job.

300

301 Director of Power Hugh Richardson said yes, they are. We are still waiting on an order of
 302 endpoints.

303

304 Councilman Clay said the replacements will bring the number of manual water meter reads
 305 down from 200 to 100. That is a really good story. We need to make a concerted effort to
 306 get those water meters replaced and the endpoints because we are wasting a lot of manpower
 307 reading those meters manually.

308

309 Mayor Motley Broom recognized Commissioner Joe Carn in the audience. Would you like
 310 to come up?

311

312 Commissioner Joe Carn said I'm good.

313

314 B. Discussion and update on recently adopted ordinances and resolutions.

315

316 Councilman Clay said I have nothing on this item.

317

318 8. Public Hearings.

319

320 A. Public Hearing to consider a Conditional Use Permit at 4840 Old National Highway to
 321 allow for a place of worship in the BP Zoning District. Ward 3.

322 City Planner Nicollet Washington came forward to introduce the item. There are maps in
323 your packet. The only one affected is the liquor store across the street, but it will be
324 grandfathered in. There were concerns about traffic, but we do not believe there will be any
325 traffic concerns at this time. We recommend approval of the Conditional Use Permit. The
326 applicant is here to answer any question you may have.

327
328 Councilman Clay said you said with the limit of the number of people that would be
329 meeting there, it doesn't fall under the Assembly Ordinance; is that correct?

330
331 City Planner Nicollet Washington said correct.

332
333 Councilman Clay asked, so what happens if their membership grows to the point where they
334 have more than 100 people? Are they, therefore, not allowed to have more than 100 people,
335 or what?

336
337 City Planner Nicollet Washington said we would rely on the fire code for that situation.

338
339 Councilman Clay said the building, itself, is limited to under 100 people.

340
341 City Planner Nicollet Washington said correct.

342
343 Councilman Clay said and if they were to say we want to add on to the building, then they
344 would not be granted a permit to do so; is that correct?

345
346 City Planner Nicollet Washington said I would think so. The area is set up like a business
347 park. I don't know how you would add on. We could address that down the road.

348
349 Councilman Clay said City Attorney, would it be fair game to say you can do that and not
350 issue a permit; is that correct?

351
352 City Attorney Winston Denmark said yes, based on the requirements that Ms. Washington
353 has outlined.

354
355 Mayor Motley Broom asked, are we not tying the hands of future Council?

356
357 City Attorney Winston Denmark said we can impose a conditional of zoning. Sometimes
358 those have the effect of going into another Council's term.

359
360 Councilman Clay said yes, but isn't it true that if you were to go over 100 people, then it is a
361 new installation.

362
363 City Planner Nicollet Washington said they are just leasing this space.

364
365 Councilman Gay asked, is this the church?

366
367 Mayor Motley Broom said this is another church.

368 Councilman Gay said thank you.

369

370 Mayor Motley Broom declared the public hearing open.

371

372 Mayor Motley Broom asked if there was anyone from the public who would like to speak
373 for or against the Conditional Use Permit at 4840 Old National Highway.

374

375 There were no comments made from the public.

376

377 Mayor Motley Broom declared the public hearing closed.

378

379 Councilman Clay said to the extent that we keep creating churches in shopping centers and
380 malls, and so forth, we can grandfather restaurants and so forth, but in the future going
381 forward, it restricts what you can add around it. So, I suggest we have staff look at the
382 possibility of limiting or restricting. And I ask City Attorney, is there any way to do that?

383

384 City Attorney Winston Denmark said you can't limit where churches can go. It is a federal
385 statute. We can apply the zoning standards. We can treat them like we would treat
386 everybody else.

387

388 **ACTION:** Councilman Allen moved to approve a request from City Planner Michelle
389 Alexander to consider a Conditional Use Permit at 4840 Old National Highway to
390 allow for a place of worship in the BP Zoning District, seconded by Councilman
391 Clay and motion carried. (All Voted Yes).

392

393 9. Bids, Change Order Requests And Contracts.

394

395 A. Consideration of and action on a Marketing Agreement between the City of College Park
396 and Utility Service Partners Private Label, Inc. to administer the National League of
397 Cities Service Line Warranty Program.

398

399 Councilman Clay said I had questions on this, and I got most of them answered. The only
400 one that bothered me about the contract was that it said it is going to be limited only to
401 inbound, and I don't know what that means.

402

403 Mr. Lee Zell, Director of Regional Accounts for Utility Service Partners, Inc., 4000 Town
404 Center Blvd, Ste 400 Canonsburg, PA, 15317, came forward and said "Inbound" means
405 when the resident receives the letter initially, and they may ask to have help with the
406 waterline or sewer line, but we don't offer in-home plumbing assistance by letter.

407

408 Councilman Clay said you are saying you are going to advertise to cover water and sewer
409 lines from the city boundary to the house.

410

411 Mr. Zell said correct.

412

413 Councilman Clay said but you will offer internal plumbing, they just have to ask about it.
414 You are not going to market the internal plumbing.

415
416 Mr. Zell said correct.

417
418 Councilman Allen asked, is there a deductible? Is there a maximum amount?

419
420 Mr. Zell said each incident that they can and say, I need help, is \$8,500.00 per incident.
421 There is no limit on how many incidents they can have per week or year, and there is no
422 maximum per year.

423
424 Councilman Allen asked, if I have a problem and it is under the driveway, and you have to
425 cut up the driveway and replace that cement, are you saying they will not cover past
426 \$8,500.00?

427
428 Mr. Zell said we calculate for the entire nation all the claims, the total number. And the total
429 per each claim in our model is 98.5 percent of every claim in the nation needs to fall under
430 the limits of what we do. If you try to hit 100 percent, you are covering the most extreme
431 unusual things, and that creates a high rate increase.

432
433 Councilman Allen said but in that case, you would only pay \$8,500.00 for my driveway to
434 be redone.

435
436 Mr. Zell said yes.

437
438 **ACTION:** Councilman Clay moved to approve a request from City Manager Terrence R.
439 Moore on a Marketing Agreement between the City of College Park and Utility
440 Service Partners Private Label, Inc. to administer the National League of Cities
441 Service Line Warranty Program, seconded by Councilman Taylor and motion
442 carried. (All Voted Yes).

443
444 B. Consideration of and action on a request for approval of a change order for Choate
445 Construction's contract to include sales/use tax on all permanent materials for
446 construction of the Gateway Center Arena @ College Park.

447
448 Executive Director of the GICC Mercedes Miller came forward to explain the request.
449 When we went into the RFP, we were under the assumption that we would not have to pay
450 taxes like we did for the GICC. The laws have changed in 16 years. And because it was
451 going through Choate and not directly from the City, they did charge us taxes. We had the
452 Former Mayor involved and the City Manager involved. Councilman Clay asked me if
453 the Philips Arena and Mercedes Benz was tax exempt, and they were not. The total taxes
454 are \$565,041.00. The interest that was made from the bonds on the Arena, we made over
455 \$787,000.00. So, we are going to take the taxes from the interest that was made on the
456 bonds for the Arena.

457

458 City Manager Terrence Moore said that is a profit of nearly \$200,000.00 and change as a
 459 result of the interest-bearing activity in the associated accounts. This would constitute a
 460 major budget adjustment for the City of College Park. It is a pretty straightforward
 461 recommendation, and I think we will be in good shape.

462
 463 Councilman Clay asked, was that just a pure surplus in the budget?

464
 465 City Manager Terrence Moore said yes, sir.

466
 467 Councilman Clay said because it went through Choate, it ended up being taxed. Was there a
 468 different way to do it that would have made it non taxable?

469
 470 Executive Director of the GICC Mercedes Miller said no. If we tried to do it ourselves, it
 471 would have cost us more.

472
 473 **ACTION:** Councilman Clay moved to approve a change order request from Executive
 474 Director of the GICC Mercedes Miller for Choate Construction's contract to include
 475 sales/use tax on all permanent materials for construction of the Gateway Center
 476 Arena @ College Park, seconded by Councilman Allen and motion carried. (All
 477 Voted Yes).

478
 479 C. Consideration of and action on a request for approval of a sidewalk improvement project
 480 and lighting installation along Highway 29 from Vesta Avenue to Lyle Avenue and from
 481 John Calvin to Hemphill in front of Lunch on Main Street. Ward 1.

482
 483 Special Projects Administrator Jackson Myers came forward to explain the request.

484
 485 Councilman Gay said you chose Construction 57, Inc. to do the work, and it is operating
 486 under the On-Demand Contract that we approved March 28, 2019. That On-Demand
 487 Contract is for water and sewer repairs. It is a mute point if it is still under \$200,000.00.
 488 Going forward we can't use an On-Demand Contract for all construction related projects.

489
 490 Councilman Clay said I think it is more of an accident that it is On-Demand because we
 491 were trying to use the same firm that East Point used.

492
 493 Special Projects Administrator Jackson Myers said that is correct.

494
 495 Councilman Clay said that money is normally intended for emergency repairs and so forth.

496
 497 Councilman Gay said the second point is that if we are going to fall under the fact that it is
 498 under \$200,000.00, we didn't have a second quote in our packet. Do you have a second
 499 quote Jackson?

500
 501 Special Projects Administrator Jackson Myers said yes, sir.

502
 503 Councilman Gay asked, who are they?

504 Special Projects Administrator Jackson Myers said JB Construction Company.

505

506 Councilman Gay said thank you.

507

508 Mayor Motley Broom said this comes from TSPLOST funds.

509

510 Special Projects Administrator Jackson Myers said yes.

511

512 **ACTION:** Councilman Clay moved to approve a request from Special Projects Administrator
513 Jackson Myers for a sidewalk improvement project and lighting installation along
514 Highway 29 from Vesta Avenue to Lyle Avenue and from John Calvin to Hemphill
515 in front of Lunch on Main Street. Ward 1, seconded by Councilman Gay and
516 motion carried. (All Voted Yes).

517

518 10. Travel Requests Consent Agenda.

519

520 Mayor Motley Broom said a large bulk of the travel falls under the purview of City
521 Manager. All the requests here are free or under \$604.14. City Manager has the ability and
522 the authority to approve expenditures of that kind, so I thought perhaps it would be another
523 opportunity to expedite the meetings.

524

525 Councilman Gay said I'm okay with it.

526

527 Councilman Clay said I'm fine with that.

528

529 Councilman Gay said I would like to see people bring back an overview of what they took
530 away from the experience.

531

532 City Manager Terrence Moore said we will develop some policies for that. Mr. Cook and I
533 will work together and have a report to you.

534

535 Mayor Motley Broom said any travel requests for City Manager would come before us.

536

537 A. Consideration of and action on a request from Director of Economic Development Artie
538 Jones, III, for authorization to send Main Street Manager Renee Coakley to attend the
539 Georgia Main Street Leadership Summit.

540

541 **ACTION:** Councilman Clay moved to approve a request from Director of Economic
542 Development Artie Jones, III to send Main Street Manager Renee Coakley to attend
543 the 2020 Main Street Leadership Summit, seconded by Councilman Taylor and
544 motion carried. (All Voted Yes).

545

546 B. Consideration of and action on a request from Director of Economic Development Artie
547 Jones, III, for authorization to send Main Street Manager Renee Coakley to attend the
548 2020 Main Street Now Conference.

549

550 **ACTION:** Councilman Clay moved to approve a request from Director of Economic
 551 Development Artie Jones, III to send Main Street Manager Renee Coakley to attend
 552 the 2020 Main Street Now Conference, seconded by Councilman Taylor and
 553 motion carried. (All Voted Yes).
 554

555 C. Consideration of and action on a request from Chief Information Officer Michael Hicks
 556 for authorization to send Communication Information Technician Mike Whittle to attend
 557 the Dell Digital Transformation in Government Symposium.
 558

559 **ACTION:** Councilman Clay moved to approve a request from Chief Information Officer
 560 Michael Hicks to send Communication Information Technician Mike Whittle to
 561 attend the Dell Digital Transformation in Government Symposium, seconded by
 562 Councilman Taylor and motion carried. (All Voted Yes).
 563

564 D. Consideration of and action on a request from City Clerk Shavala Moore for
 565 authorization to attend the Georgia Clerk's Education Institute Training.
 566

567 **ACTION:** Councilman Clay moved to approve a request from City Clerk Shavala Moore to
 568 attend the Georgia Clerk's Education Institute Training, seconded by Councilman
 569 Taylor and motion carried. (All Voted Yes).
 570

571 11. Unfinished (Old) Business.
 572

573 A. Consideration of an amendment to the Georgia Municipal Association (GMA) Defined
 574 Benefits Retirement Plan.
 575

576 City Manager Terrence Moore said Randy Logan is here to give a presentation on the
 577 amendment to the Defined Benefits Retirement Plan.
 578

579 Mr. Randy Logan, GMA Deputy Executive Director, came forward and said this item
 580 replaces the temporary amendment to the City's current retirement plan document that
 581 would allow any participant in the plan to retire with a benefit that is unreduced for age, if a
 582 combination of that person's age and service equal or exceed 75 by December 31, 2019.
 583

584 Councilman Allen asked, what happens when somebody comes in in January and said, hey, I
 585 just missed it by a month?
 586

587 Councilman Clay said that is what has already happened, and that is why we are doing this.
 588 We have identified that there are no other people that would be close to that window; is that
 589 correct?
 590

591 City Manager Terrence Moore said that is correct.
 592

593 Councilman Allen asked, is that going to set a precedent for 5 years down the road?
 594

595 City Manager Terrence Moore said no, sir. This is a one-time opportunity to clarify the
596 concerns relative to the present.

597
598 Councilman Clay said it is something we should have done a better job of catching.
599

600 **ACTION:** Councilman Clay moved to approve a request from City Manager Terrence R.
601 Moore for consideration of an amendment to the Georgia Municipal Association
602 (GMA) Defined Benefit Retirement Plan, seconded by Councilman Taylor and
603 motion carried. (All Voted Yes).
604

605 12. New Business.
606

607 A. Consideration of and action to review and approve a request for a conditional height
608 permit for a proposed parking garage as an accessory to a hotel at 1556 Phoenix Blvd.
609 Ward 3.
610

611 Councilman Allen asked, is the applicant present?
612

613 City Planner Nicollet Washington said no.
614

615 City Planner Nicollet Washington gave a brief overview of the request.
616

617 Ms. Jacqueline Lenard (sp) came forward and said I am the General Manager.
618

619 Councilman Allen asked, are they going to be charging for parking there for the tenants in
620 the hotel?
621

622 Ms. Lenard said that is a possibility. I would suggest that we do charge. There are other
623 hotels there that do charge as much as \$12.00 a night. The reasoning for the parking garage
624 was to help with break-ins that we are having and make it more secure.
625

626 Councilman Allen said I see the hotel has 87 rooms and a 5-story parking garage right next
627 to it. And I wonder why you need that many.
628

629 Ms. Lenard said it is for protection and appearance.
630

631 Councilman Allen said they only had 3 handicap spots. I don't know what the requirement
632 is for parking of 130. That is an easy fix. The other thing is there is a fire hydrant right
633 where the parking lot is going to go. I don't know how easy that is to move. Chief, have
634 you seen this?
635

636 Fire Chief Wade Elmore came forward and said we would have to take a look at the plans.
637 We will get with the contractor or builder and see where the hydrant needs to go.
638

639 Councilman Allen said my main concern is why you need 135 decks (spaces) of parking all
640 of a sudden. I see people going to the airport, and the hotels charging on the side.

641 Ms. Lenard said I don't think there is enough College Park police to police that over there.
642 We want to do something to make is safer. We can eliminate the area where the people who
643 were breaking in were parking.

644
645 Councilman Clay asked, how many employees do you have?

646
647 Ms. Lenard said we have 35 to 40 employees.

648
649 Councilman Clay said I did the math on this. And by the numbers that were given in the
650 cover sheet, you will have enough parking under the Zoning Ordinance for 324 employees.
651 And to add on to what Ken is saying, you are asking for an exception to -- How many feet
652 are we off?

653
654 City Planner Nicollet Washington said we are off an additional 10 feet.

655
656 Councilman Clay asked, so why not go to a 4-story parking garage?

657
658 Councilman Allen said then you don't have to come before us, you just have to get a permit.

659
660 Ms. Lenard said we have 5 floors. That may have been the rationale for that. That is
661 something to consider. I can talk to the owners.

662
663 Councilman Clay said you are asking for an exception, and by all the numbers that we see,
664 you don't need that exception. You can build a 4-story and be just fine.

665
666 Mayor Motley Broom said everything the applicant filled out says 65 feet.

667
668 City Planner Nicollet Washington said the 65 feet is where the current hotel is. It looks like
669 they just repeated their FAA letter for the max height.

670
671 Mayor Motley Broom asked, are there any other questions?

672
673 There were no further questions made.

674
675 Ms. Lenard said thank you.

676
677 Mayor Motley Broom asked, is there a motion?

678
679 Councilman Allen said I have problems with the 65 feet.

680
681 Mayor Motley Broom said there is no motion to approve.

682
683 Councilman Clay said our policy is to not bring this back for 1 year since it is disapproved.
684 What they might want to do is withdraw the request and go back and think it over and come
685 back with a rationale. But once we disapprove it, they can't come back for a year.

686

687 Mayor Motley Broom said no one is carrying the motion. It's done.

688

689 13. City Attorney's Report. None.

690

691 14. City Manager's Report.

692

693 A. Discussion and update on top ten delinquent property tax payers. NO ACTION
694 REQUIRED.

695

696 City Manager Terrence Moore said staff is in position to answer any question you may have.

697

698 Councilman Clay said we need to watch No. 1 on the list very carefully. They are still
699 behind on their 2018 taxes, let alone the 2019 taxes.

700

701 B. Discussion and update on top ten delinquent utility customer accounts. NO ACTION
702 REQUIRED.

703

704 There were no comments made on the top ten delinquent utility customer accounts.

705

706 15. Report Of Mayor And Council.

707

708 Councilman Clay – said I would like the Council to entertain the possibility of naming the
709 Council Chambers for Mayor Jack P. Longino. I am not looking for a decision tonight, but I
710 would like the Council to consider it going forward.

711

712 Councilman Clay said in the last election, the way our ordinance arranged on campaign
713 signs, there were issues with some people who apparently had campaign signs placed in
714 front of their home in the City's right-of-way. And they didn't support the candidate, but
715 there was nothing they could do about it because it was in the City's right-of-way. I want
716 Council to think about that. I had a constituent that suggested wording that basically would
717 say, that if you put a campaign sign in the right-of-way in front of my house or rental
718 property, that if the owner or renter objected to it, that it would be removed, or they could
719 remove it. Again, let's think about it.

720

721 Councilman Clay said regarding the truck hub on Roosevelt Road, we talked about that in a
722 previous Council meeting. I was promised by Mr. McPherson that he would give me a
723 drawing that was going to show the traffic there. That has not been provided. City
724 Manager, could you see if you can get that, what we requested and what was promised?

725

726 City Manager Terrence Moore said yes, sir, of course.

727

728 Councilman Clay said several days ago we had a tree to fall. The tree was basically on the
729 corner of Atlanta and Mercer. I believe it was on private property. All of us who walk there
730 say, that tree is sure leaning and looks like it is going to fall. It was reported to Power. I
731 talked to the owner of the house that was threatened by it, and I suggested that they talk to
732 the City. We did send out Jason, and he looked at the tree, and the tree was healthy. City

733 Clerk, could you please get us a copy of that tree ordinance? We tweaked it several years
734 ago, and I think it says diseased tree. It is the owner's responsibility to remove it, and if
735 they do not, then the City will remove it. The owner said that he was told that it was on the
736 City's property.

737
738 The bottom line is that tree fell, and it crushed a car that was probably 75 to 100 feet away
739 from the tree. Fortunately, it missed the house on the corner which has just been
740 rehabbed. Had anybody been in the car, they probably would have been killed, if they had
741 been on the driver side. And that is the place where Woodward buses park when they wait
742 to turn the corner and go in and pick up the kids. There are 2 more trees ready to fall. We
743 need someone to go out there and verify whether it is on City property or private property.
744 The reason the trees are falling is because they are on a slope. And on one side of the street
745 the dirt is fine, and on the other side it just drops off like a cliff. If we have an ice storm
746 here, those trees are going to go.

747
748 Mayor Motley Broom read the tree ordinance into the record.

749
750 Councilman Clay said then we are covered.

751
752 Councilman Allen said there are some trees in other areas as well.

753
754 Councilman Gay said we don't have an Arborist, so we need to bring someone in with a
755 professional opinion.

756
757 Councilman Clay said I thought Jason had that. He is certified.

758
759 Councilman Taylor – said I want to thank everybody that came out and volunteered for the
760 fire victims. The people were very appreciative. Thank you, guys.

761
762 Councilman Allen – said I would like to give my applause for what you did for those people,
763 and you have helped out a great deal.

764
765 Councilman Allen said at one time we talked about limos on Virginia Avenue in the
766 shopping centers. There is a white building that has a business building right across from
767 the center, and there seems to be about 20 or 30 limos in there at any given time.

768
769 City Manager Terrence Moore said that is a function of the College Park Police Department.
770 That direction will be offered.

771
772 Councilman Allen said every time I hear Godby Road, everybody goes, oh, gosh, Godby
773 Road. We 4-laned that road. How about looking at bringing Phoenix Boulevard and take it
774 all the way to Old National Highway and calling it Phoenix Boulevard?

775
776 Special Projects Administrator Jackson Myers came forward and said we would just bring a
777 drawing or map of it and request a change for Mayor & Council. That is all there is to it.
778

779 Councilman Allen asked, do we need to talk with the company or stores?
780

781 Special Projects Administrator Jackson Myers said if they are a big company and they have
782 letterheads that have Godby Road addresses on them, it would take a minute for them.
783

784 Councilman Allen said that is just a thought.
785

786 Councilman Gay said there should be a public hearing for the change.
787

788 Councilman Gay – said I want to congratulate Mayor Bloom for a great first night. Also, I
789 enjoyed your speech at the ceremony. I am looking forward to working with everyone.
790

791 Councilman Gay said with regard to the fire, I spoke to the Chief and Oscar. I have
792 concerns of the possibility that the fire started by a maintenance crew sweating pipes on a
793 Saturday. I had 2 fires in my ward. Are the maintenance companies that are hired
794 licensed and permits pulled?
795

796 Director of Inspections Oscar Hudson came forward and said they are not pulling permits,
797 and they are not qualified.
798

799 Councilman Gay said for Alexander Landing, we need better apartment maintenance
800 oversight.
801

802 Councilman Clay said we are having way too many fires. Is there a way City Attorney; that
803 if they violate City Code, they don't have a permit, not a licensed contractor, and when we
804 send out the fire equipment to put the fire out, if they have violated code, is there a way that
805 we can charge them?
806

807 City Attorney Winston Denmark said there is a way, but we have to give them some due
808 process. They would have to have some ability to challenge or contest, along with their due
809 process rights.
810

811 Mayor Motley Broom said it seems to me that it would be ripe (ph) for extended litigation.
812

813 Councilman Gay said the second thing is there is an apartment complex on Roosevelt
814 Highway at 2601 that is 80 percent completed for millions of dollars. It has 1,000 or more
815 residents. But a good many of the residents don't have transportation. Can we get a bus
816 shelter on Roosevelt and Herschel? I would like for us to start looking at that.
817

818 Mayor Motley Broom – said I would like to thank everyone for the opportunity to serve,
819 your support, and your encouragement. I am looking forward to the next 4 years.
820

821 Mayor Motley Broom said I would appreciate us exploring the opportunity to make the
822 agenda packet available to the public prior to our meetings. I would like City Clerk to
823 explore what needs to happen procedurally within our staff to set limits appropriately, so the
824 public can have the information they need to follow along.

825 Councilman Clay said we already have the ability. I receive my packet electronically. I
826 review it on my iPad. There is no reason that the packet could not be made available to the
827 public electronically. You would have to at times extract some pages that had confidential
828 information. I am fine with that.

829
830 Councilman Allen said we need to make sure that we are working with legal.

831
832 City Attorney Winston Denmark said I sent the Council a memo on this very question 3 or 4
833 months ago, and I expressed concern as it relates to confidential information and the
834 executive session agenda. I will re-circulate the memo that I did, and that might be a
835 starting point.

836
837 Councilman Clay said if we mark pages as confidential, nondisclosure, then we can pull
838 them, and they can't do a Freedom of Information Act (FOIA) for them. I'm in favor of
839 putting the agenda out there.

840
841 **ACTION:** Councilman Clay moved to recess Regular Session to take up Executive Session to
842 discuss personnel, pending litigation, and the potential purchase of real estate,
843 seconded by Councilman Taylor and motion carried. (All Voted Yes).

844
845 Mayor Motley Broom declared the Regular Session recessed at 9:25 p.m.

846
847 16. Executive Session.

848
849 Executive Session adjourned at 11:37 p.m. and Regular Session reconvened at 11:38 p.m.

850
851 17. Approval of Executive Session Minutes.

852
853 **ACTION:** Councilman Clay moved to approve Executive Session Minutes dated January 6,
854 2020, as presented, seconded by Councilman Taylor and motion carried. (All
855 Voted Yes).

856
857 Mayor Motley Broom declared the Regular Session adjourned at 11:39 p.m.

858
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870

CITY OF COLLEGE PARK

Bianca Motley Broom, Mayor

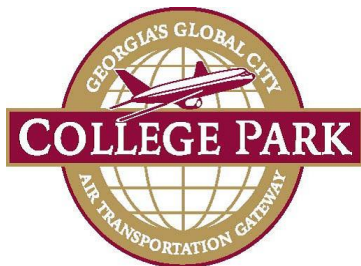
871 **ATTEST:**

872

873

874 _____

875 **Shavala Moore, City Clerk**



CITY OF COLLEGE PARK

P.O. BOX 87137 · COLLEGE PARK, GA 30337 · 404.767.1537

REG SESSION AGENDA REQUEST

DOC ID: 7847

DATE: January 9, 2020

TO: The Honorable Mayor and Members of City Council

THROUGH: Terrence R. Moore, City Manager

FROM: Shavala Moore, City Clerk

RE: Special Called Meeting Minutes dated December 9, 2019

See attached Special Called Minutes dated December 9, 2019.

Thank you.

ATTACHMENTS:

- SCM120919 (DOC)

Review:

- Shavala Moore Completed 01/15/2020 2:57 PM
- Rosylne Robinson Completed 01/16/2020 9:23 AM
- Terrence R. Moore Pending
- Mayor & City Council Pending 01/21/2020 7:30 PM

1 CITY OF COLLEGE PARK
2 SPECIAL CALLED MEETING
3 DECEMBER 9, 2019

4
5 **MINUTES**
6

7 Present: Mayor Jack P. Longino; Mayor Pro Tem Tracey Wyatt, Councilmen
8 Ambrose Clay, Roderick Gay, and Derrick Taylor; City Manager Terrence
9 Moore; City Clerk Shavala Moore; and City Attorney Winston Denmark.

10
11 Absent: None.

12
13 Mayor Longino called the meeting to order at 6:00 p.m.

14
15 1. Revisit Previously Authorized Considerations.

16
17 **ACTION:** Councilman Wyatt moved to approve to repeal the vote that took place on
18 December 2, 2019 regarding a request from City Planner Michelle
19 Alexander for a Conditional Use Permit at 5134 Old National Highway to
20 allow for a place of worship in the BP zoning district, with instructions to
21 send the proposed item back to the Planning Commission to offer
22 recommendations seconded by Councilman Taylor and motion carried. (All
23 Voted Yes).

24
25
26 Councilman Clay said are we voting to reconsider it to have further discussion? What is
27 the intent of your motion?

28
29 Councilman Wyatt stated his intent is to send it back to the Planning Commission

30
31 Councilman Clay said and the reason would be to reevaluate it to do what?

32
33 Councilman Wyatt said to evaluate on whether or not there was illegal implications and
34 also to ask the Planning Commission to recommend a traffic study.

35
36 Councilman Clay said we should not have gotten involved with the lessor and the lessee
37 and this may not be enforceable. If the motion is not basically to deny it but rather to
38 think about it more, then I do not have a problem with that.

39
40 Councilman Wyatt stated that is the motion.

41
42
43
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60

Mayor Longino declared the Special Called Meeting adjourned at 6:05 p.m.

CITY OF COLLEGE PARK

Jack P. Longino, Mayor

ATTEST:

Shavala Moore, City Clerk



CITY OF COLLEGE PARK

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REG SESSION AGENDA REQUEST

DOC ID: 7860

DATE: January 14, 2020

TO: The Honorable Mayor and Members of City Council

THROUGH: Terrence R. Moore, City Manager

FROM: Artie Jones, Director of Economic Development

RE: Plaques & Announcements - Recognition of Subrenia Willis

Plaques and Announcements

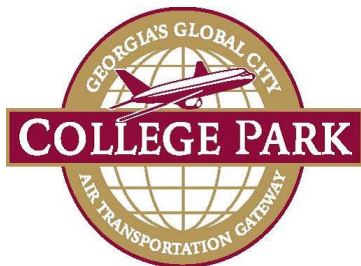
Council Meeting Date: January 21, 2020

Presented by: College Park City Council

Summary: Subrenia Willis is being recognized for her loyal service as a board member on the College Park Business and Industrial Development Authority Board of Directors.

Review:

- Artie Jones Completed 01/14/2020 4:49 PM
- Rosylne Robinson Completed 01/16/2020 9:23 AM
- Terrence R. Moore Pending
- Mayor & City Council Pending 01/21/2020 7:30 PM



CITY OF COLLEGE PARK

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REG SESSION AGENDA REQUEST

DOC ID: 7851

DATE: January 14, 2020

TO: The Honorable Mayor and Members of City Council

THROUGH: Terrence R. Moore, City Manager

FROM: Michael Hicks, Chief Information Officer

RE: Information Technology Week

PURPOSE: To inform Mayor and City Council of Information Technology Week and in recognition we will have several vendors that are strategic partners of City of College Park. The dates are January 27th through 31st, 2020.

Each year Information Technology Week is celebrated we are prepared to host Technology Week this year in Conley Recreation Center. We will have a different vendor each day: Monday - Netplanner; Tuesday - AT&T/Presidio; Wednesday - Interdev/Verizon/Windstream; Thursday - Comcast; and Friday - CDWG/Encore.

REASON: To take advantage of Information Technology week and showcase the vendors that provide services for City of College Park.

RECOMMENDATION: To recognize Information Technology Week.

BACKGROUND: Information Technology recognition is celebrated each year, this year we have an emphasis on the service we provide to the community and staff.

YEARS OF SERVICE: N/A.

COST TO CITY: 1,250.

BUDGETED ITEM: Yes. 1001535537360

REVENUE TO CITY: N/A.

CITY COUNCIL HEARING DATE: January 21, 2020.

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A.

AFFECTED AGENCIES: N/A.

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A.

REQUIRED CHANGES TO WORK PROGRAMS: N/A.

STAFF: Chief Information Officer/Michael Hicks

ATTACHMENTS:

- IT Week Staff Flyer 2020 (DOCX)

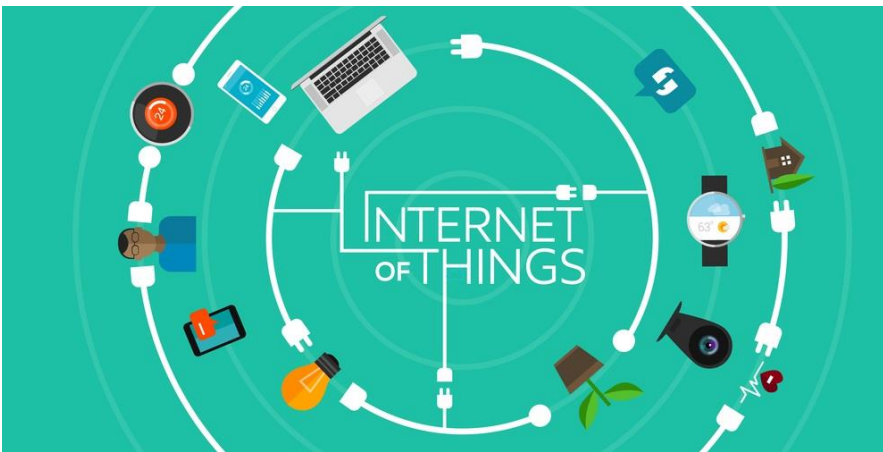
Review:

- Michael Hicks Completed 01/09/2020 3:51 PM
- Rosyline Robinson Completed 01/14/2020 9:58 AM
- Terrence R. Moore Pending
- Mayor & City Council Pending 01/21/2020 7:30 PM

CCPK MAYOR/COUNCIL AND
STAFF
YOU'RE INVITED

INFORMATION
TECHNOLOGY
WEEK 2020

JANUARY 27
THROUGH
JANUARY 31



Join us as we celebrate Information Technology Week! This week-long event will showcase our cities IT partners and our IT Team. Each day will be sponsored by a different vendor. Information, breakfast, lunch, or light refreshments, and raffle drawings will be provided to the city staff daily.

Michael Hicks
Chief Information Officer

Please feel free to
contact:

Damitria West
IT Administrative Assistant
404-767-1537
dwest@collegparkga.com



CITY OF COLLEGE PARK

P.O. BOX 87137 · COLLEGE PARK, GA 30337 · 404.767.1537

REG SESSION AGENDA REQUEST

DOC ID: 7775

DATE: January 16, 2020

TO: The Honorable Mayor and Members of City Council

THROUGH: Terrence R. Moore, City Manager

FROM: Emmanuel Rainey, Director of Recreation & Cultural Arts

RE: Presentation of Plaque to Ms. Shelia McClendon

Plaques and Announcements

Council Meeting Date: January 21, 2020

Presented by: Emmanuel Rainey, Director of Recreation & Cultural Arts

Summary: Presentation of a plaque to Ms. Shelia McClendon in recognition of her years of service to the City of College Park. Ms. McClendon has been a sponsor and a coach for the College Park Recreation & Cultural Arts Program for the past 30 years. Her role in training and grooming young girls and young ladies has gained her true respect of parents, youth and staff alike in the City of College Park.

Supporting Documents: Plaque to be presented.

Review:

- Emmanuel Rainey Completed 11/21/2019 3:58 PM
- Rosyline Robinson Completed 01/13/2020 8:58 AM
- Terrence R. Moore Pending
- Mayor & City Council Pending 01/21/2020 7:30 PM



CITY OF COLLEGE PARK

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REG SESSION AGENDA REQUEST

DOC ID: 7773

DATE: January 16, 2020

TO: The Honorable Mayor and Members of City Council

THROUGH: Terrance R. Moore, City Manager

FROM: Emmanuel Rainey, Director of Recreation & Cultural Arts

RE: Recognition of Cheerleaders

Announcements

Council Meeting Date: January 21, 2020

Presented by: Emmanuel Rainey, Director of Recreation & Cultural Arts

Summary: This Fall has been very productive for the Department of Recreation & Cultural Arts Department in regards to its cheerleading program. In cheerleading this season, we were not only able to cheer for our football teams, but we also participated in the Inferno Cheer, Spirit and Dance Competition held this year at Hampton High School in Hampton, Georgia. As a result, our 8u were the Grand Champions! This team was sponsored and coached by Chelsey Grant and Laquisha White.

Supporting Documents: N/A

Review:

- Emmanuel Rainey Completed 11/21/2019 3:48 PM
- Rosyline Robinson Completed 01/13/2020 8:46 AM
- Terrence R. Moore Pending
- Mayor & City Council Pending 01/21/2020 7:30 PM



CITY OF COLLEGE PARK

P.O. BOX 87137 · COLLEGE PARK, GA 30337 · 404.767.1537

REG SESSION AGENDA REQUEST

DOC ID: 7842

DATE: January 13, 2020

TO: The Honorable Mayor and Members of City Council

THROUGH: Terrence R. Moore, City Manager

FROM: Erica Jones, Executive Assistant

RE: Councilman Ken Allen Ward III Appointee Assignment

Councilman Ken Allen of College Park Ward III will appoint his Board of Zoning and Appeals and Business Industrial Development Authority members. His BZA appointment will be accepted by Mr. Ray Taylor and his BIDA appointment will be accepted by Mr. Aaron Paxton Arnold.

Review:

- Erica Jones Completed 01/09/2020 11:44 AM
- Rosyline Robinson Completed 01/13/2020 9:08 AM
- Terrence R. Moore Pending
- Mayor & City Council Pending 01/21/2020 7:30 PM



CITY OF COLLEGE PARK

P.O. BOX 87137 · COLLEGE PARK, GA 30337 · 404.767.1537

REG SESSION AGENDA REQUEST

DOC ID: 7863

DATE: January 15, 2020

TO: The Honorable Mayor and Members of City Council

THROUGH: Terrence R. Moore, City Manager

FROM: Shavala Moore, City Clerk

RE: Delta Clipped Wings Special Event/fundraiser

PURPOSE: To receive approval from Mayor and Council to allow Delta Clipped Wings to host a Silent Auction Fundraiser on March 21, 2020.

Marriott Atlanta Airport Hotel will be the licensed vendor.

RECOMMENDATION: Approval

BACKGROUND:

COST TO CITY: N/A

BUDGETED ITEM: N/A

REVENUE TO CITY: \$50.00

COUNCIL MEETING DATE: January 21, 2020

AFFECTED AGENCIES: N/A

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:

STAFF: N/A

ATTACHMENTS:

- Delta Clipped Wings - Special Event Permit 1-16-2020 (PDF)

Review:

Updated: 1/15/2020 4:38 PM by Shavala Moore

Page 1

- Shavala Moore Completed 01/15/2020 4:38 PM
- Rosyline Robinson Completed 01/16/2020 9:24 AM
- Terrence R. Moore Pending
- Mayor & City Council Pending 01/21/2020 7:30 PM



City Clerk's Office
 3667 Main Street
 College Park, GA 30337
 O: (404) 669-3754 F: (404) 669-3799
 smoore@collegeparkga.com

Off Premises/Special Events Permit Application

Required Documents:

- (1) Approval from College Park
- (2) Electronic application submittal to The Georgia Tax Center 10 days prior to start date of event www.dor.georgia.gov/special-event

Please complete below forms and return to the City Clerk's Office. The application will be considered at the first available City Council meeting. The Mayor and City Council meets the first and third Monday of every month at 7:30p.m. unless otherwise noted.

Applicant must request Special Event Permit 10 days prior to the start date of event. The City Clerk's Office will accept request with an earlier event start date but can make no guarantees that the Special Event Permit will be issued in time for the event.

Applicant and holder of the College Park Alcohol license are required to comply with all on-premise consumption regulations as set out in Chapter 3, Article 1 of the City of College Park, Code of Ordinances. Applicant and holder of the College Park Alcohol license must be in good standing with the City of College Park and all debts due and owing to the City must be paid prior to the issuance of any Special Events Permit. Both must be in compliance with all rules and regulations of the City of College Park, Code of Ordinances.

Section 1.

TO BE COMPLETED BY APPLICANT/EVENT ORGANIZER

Name of Applicant: Donna Wilson /w- Delta Clipped Wings, Inc.

Address: 362 Kibbee Rd., McDonough, GA 30252

Home Telephone # _____ Work# X

Cell # _____ Best Contact to use: _____

E-mail address _____

Name of Location where event will be held: Marriott Atlanta Airport

Type of Event: Fundraiser/Silent Auction - will auction donated bottled wine

Address where event will be held: 4711 Best Rd., College Park, GA 30337

Rev 4/28/19

Page 1 of 2

Section 2.
TO BE COMPLETED BY BUSINESS WITH COLLEGE PARK ALCOHOL LICENSE

Name of Business holding College Park Alcohol License:

Atlanta Airport Marriott

Address: 4711 Best Rd, College Park, GA 30337

Contact Name: A. Willis Phone # 404-209-6818

Please check the type of On-Premise Permit you are applying for:

- Beer/Wine
- Beer/Wine/Liquor

When will Special Event be held: Date: March 21, 2020

Time: Starting 10: AM Ending 3:00 PM

State License Number? _____ Is State License in good standing? Yes No

I, Donna J. Wilson, do solemnly swear, subject to criminal penalties for false swearing, that the statements and answers made by me to the foregoing questions in this application for a City of College Park Off-Premise/Special Event Permit for alcoholic beverages are true and correct and no false or fraudulent statements or answers are made herein to procure the granting of such permit. I understand that the issuance of a special events permit is a privilege. I understand that the City of College Park reserves the right to enforce any and all ordinances and further that it is my/our responsibility to conform to said ordinances in full. I hereby acknowledge that all requirements shall be adhered to. I am in receipt of the Alcohol Beverage Ordinance for the City of College Park. I can read the English language and I freely and voluntarily have completed this statement.

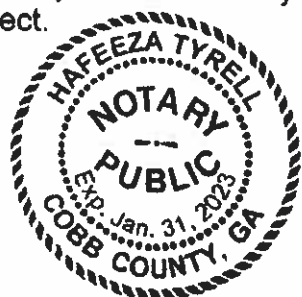
Donna J. Wilson
Applicant's Signature

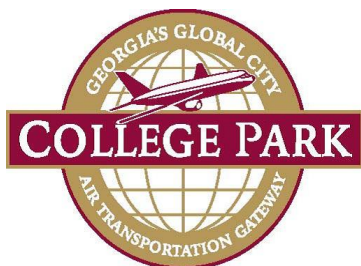
Donna J. Wilson
Print Name

15 Jan, 2020
Date

I hereby certify that Donna Wilson signed his/her name to the foregoing application stating to me that he/she knew and understood all statements and answers made therein, and under oath actually administered by me, has sworn that said statements and answers are true and correct.

This 15th day of January, 2020.
[Signature]
Notary Public Signature





CITY OF COLLEGE PARK

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REG SESSION AGENDA REQUEST

DOC ID: 7846

DATE: January 9, 2020

TO: The Honorable Mayor and Members of City Council

THROUGH: Terrence R. Moore, City Manager

FROM: Shavala Moore, City Clerk

RE: Ordinances and Resolutions Update

PURPOSE: To provide Mayor and Council with updates on recently adopted ordinances and resolutions.

REASON: To provide Mayor and Council names of the adopted ordinances & resolutions on a monthly basis.

CITY COUNCIL HEARING DATE: January 21, 2020

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: None

AFFECTED AGENCIES: None

STAFF: Office of the City Clerk

ATTACHMENTS:

- 2020 ORDINANCES (DOC)
- 2020 Resolutions (DOCX)

Review:

- Shavala Moore Completed 01/15/2020 4:45 PM
- Rosyline Robinson Completed 01/16/2020 9:22 AM
- Terrence R. Moore Pending
- Mayor & City Council Pending 01/21/2020 7:30 PM

2020 ORDINANCES

<u>Ord. No.</u>	<u>Ordinance</u>	<u>Adopted</u>
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2020 Resolutions

<u>Number</u>	<u>Name</u>	<u>Adopted</u>
2020-01	Mayor Longino – Years of Service Resolution	PENDING
2020-02	NLC Service Line Warranty Agreement Resolution	PENDING



CITY OF COLLEGE PARK

P.O. BOX 87137 · COLLEGE PARK, GA 30337 · 404.767.1537

REG SESSION AGENDA REQUEST

DOC ID: 7805

DATE: January 13, 2020

TO: The Honorable Mayor and Members of City Council

THROUGH: Terrence R. Moore, City Manager

FROM: Michelle Alexander, City Planner

RE: Request to Set a Public Hearing for Conditional Use Permit at 5134 Old National Hwy

PURPOSE: To set a Public Hearing for reconsideration of a Conditional Use Permit at 5134 Old National Highway to allow for a place of worship in the BP - Business Park Zoning District.

REASON: The applicant would like open a place of worship at the subject property. The applicant is applying for a Conditional Use Permit from Mayor and Council to allow this use in the BP Zoning District.

RECOMMENDATION: Staff recommends setting the Mayor and Council Public Hearing for February 3rd, 2020 . The Planning Commission will hear this item at its regular meeting on January 27th, 2020.

BACKGROUND: The subject property is currently zoned BP- Business Park, which does not allow for a place of worship as a permitted use. The applicant plans to purchase the entire property and renovate the space to meet the needs of Greater St. Stephen - Changing a Generation.

COST TO CITY: N/A

BUDGETED ITEM: N/A

REVENUE TO CITY: N/A

CITY COUNCIL HEARING DATE: January 21st, 2020

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: N/A

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: Approval of this application would result in a public hearing being set for February 3rd, 2020

REQUIRED CHANGES TO WORK PROGRAMS: N/A

STAFF: Michelle Alexander

ATTACHMENTS:

- 5134 OldNationalHwy_StaffReportUpdate (PDF)

Review:

- Michelle Alexander Completed 01/09/2020 4:06 PM
- Rosyline Robinson Completed 01/14/2020 9:58 AM
- Terrence R. Moore Pending
- Mayor & City Council Pending 01/21/2020 7:30 PM



College Park Planning Commission
City of College Park

Evaluation Prepared by: Michelle M. Alexander, City Planner
Planning Commission Meeting: January 27th, 2020
Council Meeting (Request date): January 21st, 2020
Council Meeting Public Hearing: February 3rd, 2020

Applicant: Greater St. Stephen – Walter Jordan

Subject Property: 5134 Old National Highway, College Park, GA 30349 **Parcel:** 130068LL1373

Request: Application of Greater St. Stephen Church for a Conditional Use Permit to have a place of worship in the BP zoning district at 5134 Old National Highway, College Park, GA 30349.

Current Land Use: Multiple – Described Below **Current Zoning:** BP – Business Park

Future Land Use Plan: Suburban Office

Surrounding Zonings:

	Current Zoning	Current Land Use
North	BP – Business Park	Restaurants
East	BP – Business Park	Vacant, Parking
South	BP – Business Park	Flight School
West	C1 – Neighborhood Business District	Restaurants

Background: The subject property is currently zoned BP- Business Park, which does not allow a place of worship as a permitted use. There is a place of assembly present on the property, but it only occupies one suite in the building, and appears to be a legally non-conforming use. Non-conforming uses cannot be expanded, and therefore the applicant requires their own Conditional Use Permit for the proposed use.

Findings: The subject property is located on a 7.2-acre lot with direct access to Old National Hwy and Godby Road as well as internal access to several surrounding properties. The original use of the building was a grocery store with an attached strip mall. Currently, the building is split into several suites that are leased out for different uses including, a place of assembly, a school, a banquet hall, and a café. As seen on the attached maps and photos, the current property is surrounded by a variety of commercial uses.



College Park Planning Commission
City of College Park

The applicant is proposing to purchase the entire property and renovate the current structure, including all the suites, for a place of worship. Based on the plans submitted in the application, there will be renovations to the interior and exterior of the building. The new space will include a large space for the main services, as well as classrooms, administrative offices, and commercial kitchen for the church's community activities.

According to their website, The Greater St. Stephen Church is a well-established parish in the southeast with a location in the Atlanta area. The organization has provided paperwork documenting their intent and ability to purchase the property as well as preliminary architectural plans showing the proposed renovations. Please see attached application package for reference.

Conclusion: After reviewing the application and applicable ordinances, it was determined that this is an appropriate location for this use. The site meets the following provisions of the code applying specifically to a place of assembly: it is located on a lot fronting a major thoroughfare, it is located on a tract of land not less than two (2) acres in area and having a street frontage of not less than two hundred (200) feet, and it can meet the parking requirements set forth within this ordinance. Considering the intensity of the surrounding uses, the proposed use of this space would not have an adverse impact on the surrounding businesses.

Recommendation: City Planner recommends approval of the Conditional Use Permit.

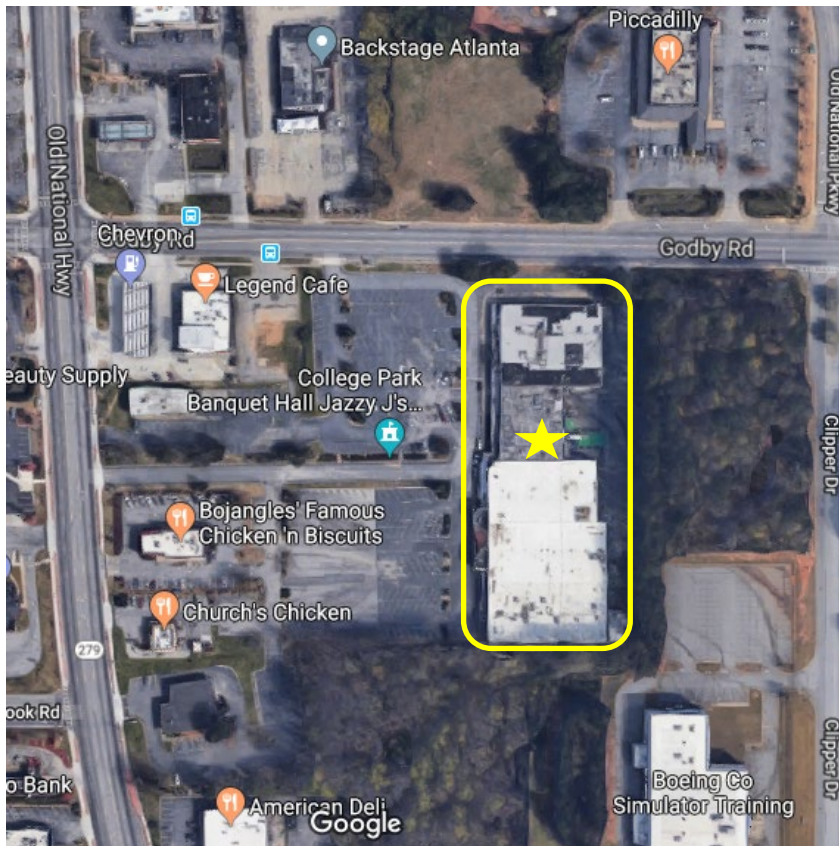
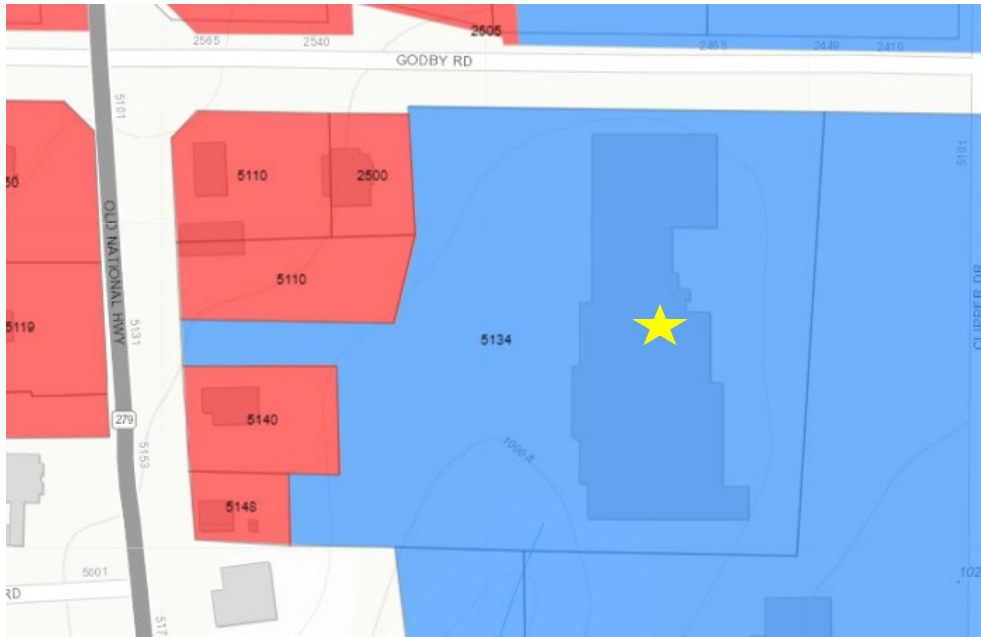
Planning Commission Recommendation from November 25th, 2019: Approval of the Conditional Use Permit. During the Planning Commission meeting concerns were expressed about the sale of alcohol in relation to the church, as a result additional maps have been added to show the 250-yard buffer for retail alcohol sales and the 50-foot buffer for alcohol by drink sales. The addition of the church will not affect any of the current businesses, however, it will prevent the addition of alcohol sales within these buffers. The Commission also expressed concerns about traffic in the area to which the applicant emphasized they would be hiring personnel to help mitigate this issue.

Mayor and Council Recommendation from December 2nd, 2019: Approval of the Conditional Use Permit with conditions. After reflection on the approval and conditions of this application, the council called a special hearing on December 9th, 2019 and decided to reconsider the approval and conditions of the application.

Attachments:

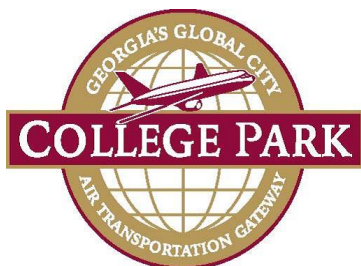
- Maps of the property
- Photos of the property
- Application package

Maps



Photos





CITY OF COLLEGE PARK

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REG SESSION AGENDA REQUEST

DOC ID: 7839

DATE: January 13, 2020

TO: The Honorable Mayor and Members of City Council

THROUGH: Terrence R. Moore, City Manager

FROM: Hugh Richardson, Power Director

RE: Electrical Material for Construction Projects, Lighting and Stock

PURPOSE: To provide stock transformers, reclosers and crossarms for construction and maintenance and decorative lighting poles and LED lights for City-wide upgrades.

REASON: Transformers, reclosers, and crossarms are needed for possible new services or replacement of existing equipment. The LED lights are to be installed City wide for upgrades.

RECOMMENDATION: Approve the following bids:

Gresco Utility Supply

(2) 150 KVA 277/480 V 3-phase pad mount transformer	\$13,130.00510-4600-54-7850
(2) 750 KVA 120/208 V 3-phase pad mount transformer	\$33,070.00510-4600-54-7850
(2) 1000 KVA 120/208 V 3-phase pad mount transformer	\$38,210.00510-4600-54-7850
(15) Decorative light poles - round straight flute	\$13,315.00510-4600-54-7860
(25) 150 W HPS Post top fixture	\$22,125.00510-4600-54-7860
(500) LED roadway lights, Philips, 4000K 19,412 lumens	\$137,500.00510-4600-54-7860
(100) LED roadway lights, Philips, 4000K 21,037 lumens	\$34,800.00510-4600-54-7860

(80) LED flood lights, Eaton-Cooper, 4000K 19,943 lumens	\$31,120.00510-4600-54-7860
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Total for Gresco	\$323,270.00
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Irby Utilities

(1) 225 KVA 277/480 V 3-phase pad mount transformer	\$7,316.00510-4600-54-7850
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(2) 75 KVA 277/480 V 3-phase pad mount transformer	\$11,786.00510-4600-54-7850
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(1) 300 KVA 120/208 V 3-phase pad mount transformer	\$8,510.00510-4600-54-7850
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(3) 500 KVA 120/208 V 3-phase pad mount transformer	\$33,315.00510-4600-54-7850
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(1) 225 KVA 120/208 V 3-phase pad mount transformer	\$7,458.00510-4600-54-7850
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(10) 25 KVA 120/240 V 1-phase pole mount transformer	\$7,310.00510-4600-54-7850
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(10) 50 KVA 120/240 V 1-phase pole mount transformer	\$9,890.00510-4600-54-7850
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Total for Irby	\$85,585.00
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Power Supply Company

(4) 2500 KVA 277/480 V 3-phase pad mount transformer	\$126,360.00510-4600-54-7850
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(2) 2000 KVA 277/480 V 3-phase pad mount transformer	\$54,000.00510-4600-54-7700
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(2) 75 KVA 277/480 V 3-phase pad mount	\$11,844.00510-4600-54-7850
--	-----------------------------

transformer

Total for Power Supply **\$192,204.00**

Anixter Power Solutions

(50) 10' fiberglass tangent cross arms \$6,000.00510-4600-54-7700

(30) 10' fiberglass dead end cross arms \$6,570.00510-4600-54-7700

(5) 75 KVA 120/240 V 1-phase pole mount transformer \$7,810.00510-4600-54-7850

Total for Anixter **\$20,380.00**

WESCO Distribution

(27) 1-phase Cooper 4H 100 amp recloser \$46,580.40510-4600-54-7700

Notes to recommendations:

LED Lights: The Power Department has tested different lights for several years and American Electric, Philips, and Eaton-Cooper have been the better products in ease of installation, maintenance, appearance, and light quality. Although there are products with lower prices, it is recommended we purchase the American Electric lights or Philips for the roadway illumination.

BACKGROUND: Several projects and repairs have depleted the transformer stock and lighting. The Power Department must be prepared for upcoming projects and allow for delivery of transformers and equipment. LED lighting upgrades are 59% completed with about 80% of the residential areas upgraded. Several commercial streets including Virginia Avenue and Camp Creek Parkway will be completed during this fiscal year.

COST TO CITY: \$668,019.40

BUDGETED ITEM: Yes; Capital Improvements 510-4600-54-7700, Street Lighting 510-4600-54-7860 and Other System Improvements 510-4600-54-7850

REVENUE TO CITY: N/A.

CITY COUNCIL HEARING DATE: January 21, 2020

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A.

AFFECTED AGENCIES: N/A.

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A

REQUIRED CHANGES TO WORK PROGRAMS: N/A.

STAFF: Power Department

ATTACHMENTS:

- Electrical Material Bid Matrix Jan. 2020 (PDF)
- AGENDA MEMO ID #2020-7839 - ITB POWER DISTRIBUTION MATERIAL (Transformers) - 120419 (PDF)

Review:

- Hugh Richardson Completed 01/08/2020 2:32 PM
- Purchasing Completed 01/08/2020 3:37 PM
- Rosylene Robinson Completed 01/13/2020 9:07 AM
- Finance Pending
- Terrence R. Moore Pending
- Mayor & City Council Pending 01/21/2020 7:30 PM

Vendor Name:		Gresco	Irby Utilities	Power Supply Co.	Tri-State Utility	WESCO Distribution	Anixter Power
	Located in College Park	No	No	No	No	No	No
-	Previous Business with College Park	Yes	Yes	Yes	Yes	Yes	Yes
-	Minority Owned	No	No	No	FBE	No	No
<u>QTY</u>	<u>ITEM DESCRIPTION</u>	<u>TOTAL COST</u>	<u>TOTAL COST</u>	<u>TOTAL COST</u>	<u>TOTAL COST</u>	<u>TOTAL COST</u>	<u>TOTAL COST</u>
50 ea	10FT FIBERGLASS TANGENT CROSSARMS - PUPI TB220012005X2	\$6,600.00	\$6,925.00	\$6,550.00	No Bid	\$6,700.00	\$6,000.00
	Unit Cost	\$132.00	\$138.50	\$131.00		\$134.00	\$120.00
30 ea	10 FT FIBERGLASS DEADEND CROSSARM - PUPI DA2500120S2B9X2	\$7,050.00	\$7,365.00	\$6,960.00	No Bid	\$7,125.00	\$6,570.00
	Unit Cost	\$235.00	\$245.50	\$232.00		\$237.50	\$219.00
4 ea	2500 KVA 480/277V 3PH DEAD FRONT LOOP FEED PAD-MOUNTED TRANSFORMER - SEE T-30 SPEC SHEET ATTACHED	\$130,752.00	\$175,780.00	\$126,360.00	\$176,008.00	\$126,432.60	No Bid
	Unit Cost	\$32,688.00	\$43,945.00	\$31,590.00	\$44,002.00	\$31,608.15	
2 ea	150 KVA 480/277V 3PH DEAD FRONT LOOP FEED PAD-MOUNTED TRANSFORMER - SEE T-30 SPEC SHEET ATTACHED	\$13,130.00	\$13,560.00	\$14,218.00	\$18,166.00	\$14,224.50	No Bid
	Unit Cost	\$6,565.00	\$6,780.00	\$7,109.00	\$9,083.00	\$7,112.25	
2 ea	2000 KVA 480/277V 3PH DEAD FRONT LOOP FEED PAD-MOUNTED TRANSFORMER - SEE T-30 SPEC SHEET ATTACHED	\$54,050.00	\$84,900.00	\$54,000.00	\$81,906.00	\$54,038.80	No Bid
	Unit Cost	\$27,025.00	\$42,450.00	\$27,000.00	\$40,953.00	\$27,019.40	
1 ea	225 KVA 480/277V 3PH DEAD FRONT LOOP FEED PAD-MOUNTED TRANSFORMER - SEE T-30 SPEC SHEET ATTACHED	\$8,015.00	\$7,316.00	\$7,761.00	\$8,881.00	\$7,764.30	No Bid
2 ea	75 KVA 480/277V 3PH DEAD FRONT LOOP FEED PAD-MOUNTED TRANSFORMER - SEE T-30 SPEC SHEET ATTACHED	\$11,996.00	\$11,786.00	\$12,162.00	\$12,910.00	\$12,167.40	No Bid
	Unit Cost	\$5,998.00	\$5,893.00	\$6,081.00	\$6,455.00	\$6,083.70	

		Gresco	Irby Utilities	Power Supply Co.	Tri-State Utility	WESCO Distribution	Anixter Power
2 ea	75 KVA 208/120V 3PH DEAD FRONT LOOP FEED PAD-MOUNTED TRANSFORMER - SEE T-30 SPEC SHEET ATTACHED	\$11,870.00	\$11,968.00	\$11,844.00	\$12,830.00	\$11,849.00	No Bid
	Unit Cost	\$5,935.00	\$5,984.00	\$5,922.00	\$6,415.00	\$5,924.50	
1 ea	300KVA 208/120 3PH DEAD FRONT LOOP FEED PAD-MOUNTED TRANSFORMER - SEE T-30 SPEC SHEET ATTACHED	\$8,960.00	\$8,510.00	\$8,950.00	\$10,718.00	\$8,955.10	No Bid
3 ea	500KVA 208/120 3PH DEAD FRONT LOOP FEED PAD-MOUNTED TRANSFORMER - SEE T-30 SPEC SHEET ATTACHED	\$37,020.00	\$33,315.00	\$35,400.00	\$45,321.00	\$35,418.30	No Bid
	Unit Cost	\$12,340.00	\$11,105.00	\$11,800.00	\$15,107.00	\$11,806.10	
2 ea	750KVA 208/120 3PH DEAD FRONT LOOP FEED PAD-MOUNTED TRANSFORMER - SEE T-30 SPEC SHEET ATTACHED	\$33,070.00	\$35,746.00	\$37,740.00	\$43,630.00	\$37,759.20	No Bid
	Unit Cost	\$16,535.00	\$17,873.00	\$18,870.00	\$21,815.00	\$18,879.60	
2 ea	1000KVA 208/120 3PH DEAD FRONT LOOP FEED PAD-MOUNTED TRANSFORMER - SEE T-30 SPEC SHEET ATTACHED	\$38,210.00	\$44,020.00	\$50,500.00	\$53,366.00	\$50,274.10	No Bid
	Unit Cost	\$19,105.00	\$22,010.00	\$25,250.00	\$26,683.00	\$25,137.05	
1 ea	225KVA 208/120 3PH DEAD FRONT LOOP FEED PAD-MOUNTED TRANSFORMER - SEE T-30 SPEC SHEET ATTACHED	\$8,146.00	\$7,458.00	\$8,327.00	\$9,246.00	\$8,330.60	No Bid
15 ea	ROUND STAIGHT FLUTE EMBEDDED 12' X 4" X .125" POLE WITH DECORATIVE BASE, BLACK POWDER COAT FINISH, ARLEN SERIES, LESS ANCHOR BOLTS - HAPCO 78285-0004	\$13,215.00	No Bid	No Bid	No Bid	No Bid	\$13,800.00
	Unit Cost	\$881.00					\$920.00
25 ea	150W HPS POST TOP FIXTURE, 240V, TYPE III ACRYLIC REFLECTIVE LENSE, D134 SLIP FITTER, SOLID ROOF, GOLD BAND, BLACK ROSETTES, FINIAL (FIN-760), PHOTO CELL CONTROLLED - [AMERLUX DU134/ASR26AC-T3/150HPS-240V/MOG/760FIN/BB/FW-ROSETTES / BLACK/150W]	\$22,125.00	\$27,875.00	No Bid	\$25,700.00	No Bid	\$22,875.00
	Unit Cost	\$885.00	\$1,115.00		\$1,028.00		\$915.00

		Gresco	Irby Utilities	Power Supply Co.	Tri-State Utility	WESCO Distribution	Anixter Power
10 ea	25 KVA 120/240 SINGLE PHASE POLE MOUNT TRANSFORMER - (SPEC ATTACHED)	\$9,260.00	\$7,310.00	\$10,870.00	\$9,070.00	\$8,775.50	\$8,400.00
	Unit Cost	\$926.00	\$731.00	\$1,087.00	\$907.00	\$877.55	\$840.00
10 ea	50 KVA 120/240 SINGLE PHASE POLE MOUNT TRANSFORMER - (SPEC ATTACHED)	\$12,770.00	\$9,890.00	\$16,660.00	\$13,900.00	\$12,000.00	\$12,750.00
	Unit Cost	\$1,277.00	\$989.00	\$1,666.00	\$1,390.00	\$1,200.00	\$1,275.00
5 ea	75 KVA 120/240 SINGLE PHASE POLE MOUNT TRANSFORMER - (SPEC ATTACHED)	\$9,295.00	\$8,025.00	\$9,340.00	\$9,975.00	\$8,651.00	\$7,810.00
	Unit Cost	\$1,859.00	\$1,605.00	\$1,868.00	\$1,995.00	\$1,730.20	\$1,562.00
27 ea	SINGLE PHASE RECLOSER COOPER TYPE 4H 100AMP DELAYED TIME-CURRENT CURVE (B) 2 FAST A-CURVE OPERATIONS 2 DELAYED OPERATIONS - COOPER KH4100B22	\$51,273.00	No Bid	No Bid	\$137,565.00	\$46,580.40	No Bid
	Unit Cost	\$1,899.00			\$5,095.00	\$1,725.20	
500 ea	LED ROADWAY LIGHTING -(AMERICAN ELECTRIC LIGHTING ATB030BLEDE15MVOLTR2P7NL)	\$137,500.00	\$149,750.00	\$164,500.00	\$110,500.00	\$169,250.00	\$153,500.00
	Unit Cost	\$275.00	\$299.50	\$329.00	\$221.00	\$338.50	\$307.00
		Philips	AEL		GE		
	Lumens	19412	16251		16000		
100 ea	LED ROADWAY LIGHTING - (AMERICAN ELECTRIC LIGHTING ATB240BLEDE13MVOLTR2P7NLUMR-XX)	\$34,800.00	\$33,650.00	\$37,500.00	\$32,400.00	\$38,540.00	\$34,500.00
	Unit Cost	\$348.00	\$336.50	\$375.00	\$324.00	\$385.40	\$345.00
		Philips	AEL		GE		AEL
	Lumens	21037	19544		21000		19544
80 ea	LED COMPACT FLOOD LIGHTING - AMERICAN ELECTRIC LIGHTING (ACP0LEDPK4MVOLTWFL40K TMBKSDP10KVILPER70523TLNL)	\$31,120.00	\$35,760.00	\$40,560.00	\$34,000.00	\$41,664.00	\$36,560.00
	Unit Cost	\$389.00	\$447.00	\$507.00	\$425.00	\$520.80	\$457.00
		Eaton-Cooper	AEL		GE		
	Lumens	19943	18454		20200		



CITY OF COLLEGE PARK

PO BOX 87137 • COLLEGE PARK, GA 30337 • (404) 767-1537

AGENDA MEMORANDUM NO. 2020-7839

DATE: JANUARY 8, 2020

TO: OFFICE OF THE CITY MANAGER

FROM: WILLIS MOODY, PURCHASING COORDINATOR

SUBJECT: ITB - POWER DISTRIBUTION MATERIAL (TRANSFORMERS) - 120419
SEALED BID OPENING

The purpose of this communication is to secure the approval to purchase the following item(s). Please include the following item(s) on the upcoming Mayor/Council agenda.

Item Description: Power Distribution Material (Transformers)

Budgeted item(s): Yes, this project was budgeted for the current fiscal

Recommendation: Anixter Power Solutions, Gresco Utility Supply, Irby Utilities, Power Supply Co and WESCO Distribution are recommended at \$668,019.40 for different item portions of this project.

Explanation of recommendation in full:

This ITB was advertised in the South Fulton Neighbor for four (4) weeks beginning November 11, 2019. The bid was published on the City of College Park website under the Bids/RFPs location, Vendor Registry.com and DOAS GPR (Georgia Procurement Registry) from November 11, 2019 thru the close on December 4, 2019 at 10:00 am.

There was no information conference/pre-bid meeting required for this ITB.

There was an official bid opening Wednesday, December 4, 2019 at 10:30 am held at City Hall in the Administrative Conference Room.



CITY OF COLLEGE PARK

P.O. BOX 87137 · COLLEGE PARK, GA 30337 · 404.767.1537

REG SESSION AGENDA REQUEST

DOC ID: 7849

DATE: January 13, 2020

TO: The Honorable Mayor and Members of City Council

THROUGH: Terrence R. Moore, City Manager

FROM: Mike Mason, Public Works Director

RE: Southeast Lift Station Emergency Pump # 4 Repair

PURPOSE: To ratify City Manager's approval for the emergency repairs to pump # 4 at the Southeast Lift Station.

REASON: Pump # 4 motor and pump was damaged because of the unforeseen collapse of the motor stand during normal operations.

RECOMMENDATION: Mayor and City Council ratify the City Manager's approval for the emergency pump and motor repairs to pump # 4 at the Southeast Lift Station in the amount of \$22,375.00.

BACKGROUND: There are four pumps stations at the Southeast Lift Station that are used to pump raw sewage from College Park to the City of Atlanta for treatment 24/7/365. Each of these pumps have gone off line due to mechanical issues at various times. The need to repair pump #4 would enable staff to eliminate the by-pass pumping currently being performed at the wet well and to have pumps #1 and #3 evaluated for repairs and/or service.

YEARS OF SERVICE: N/A.

COST TO CITY: \$22,375.00

BUDGETED ITEM: Yes. Water & Sewer Account # 505-4400-52-5800-R&M Sewers

REVENUE TO CITY: N/A

CITY COUNCIL HEARING DATE: January 21, 2020

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: None

AFFECTED AGENCIES: None

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: None

REQUIRED CHANGES TO WORK PROGRAMS: None

STAFF: Water & Sewer

ATTACHMENTS:

- Quote Tabulation (PDF)
- Pump #4 (PDF)

Review:

- Mike Mason Completed 01/10/2020 3:03 PM
- Purchasing Completed 01/10/2020 3:11 PM
- Rosyline Robinson Completed 01/13/2020 9:14 AM
- Finance Pending
- Terrence R. Moore Pending
- Mayor & City Council Pending 01/21/2020 7:30 PM

Quote Tabulation Sheet

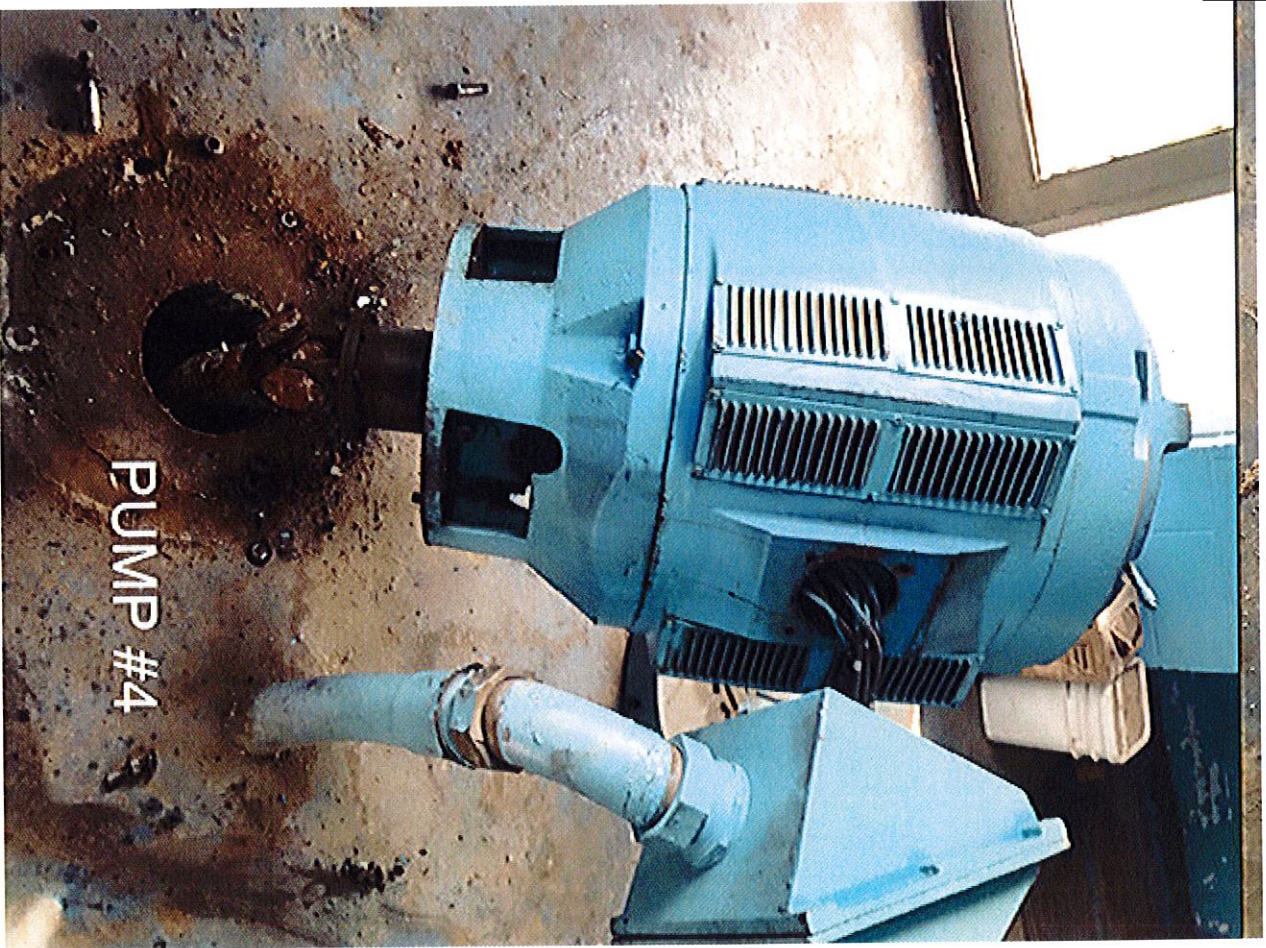
RFP# ITB – ROOSEVELT HIGHWAY WATER MAIN CONSTRUCTION

Date: January 10, 2020

COMPANY NAME	BID AMOUNT	MINORITY STATUS*	HAS VENDOR PREVIOUSLY WORKED FOR THE CITY?	IS VENDOR LOCATED IN COLLEGE PARK?
Goforth Williamson, Inc.	\$22,375.00	NMO	YES	YES
Cole Technology, Inc.	\$25,661.00	NMO	YES	YES

***LEGEND FOR MINORITY STATUS:**

- NMO= Not Minority Owned
- AABE=African American Business Enterprise
- ABE =Asian Business Enterprise
- FBE =Female Business Enterprise
- HBE =Hispanic Business Enterprise
- NABE=Native American Business Enterprise



Sent from my iPhone



CITY OF COLLEGE PARK

P.O. BOX 87137 · COLLEGE PARK, GA 30337 · 404.767.1537

REG SESSION AGENDA REQUEST

DOC ID: 7858

DATE: January 14, 2020

TO: The Honorable Mayor and Members of City Council

FROM: Terrence R. Moore, City Manager

RE: FAA - Replacement of Damaged Swing Gate at Main Entrance

PURPOSE: City Council consideration of a request for approval to replace the damaged swing gate at the main entrance to the Federal Aviation Administration (FAA) Regional Headquarters located at 1701 Columbia Avenue.

REASON: An out of control vehicle damaged the swing gate at the main entrance to the Federal Aviation Administration (FAA) Regional Headquarters in December 2019. The gate needs to be replaced due to damage and due to high security requirements at the facility.

RECOMMENDATION: City Council approval of the replacement of the damaged swing gate by C&C Fence Company in an amount of \$10,494.00.

BACKGROUND: See attached letter dated December 23, 2019 from Colliers International Commercial Property Manager Ron Wilkerson. Also, see attached proposal for service and project management approval and cost detail.

YEARS OF SERVICE: N/A.

COST TO CITY: \$10,494.00.

BUDGETED ITEM: Funds are available in the Restricted Maintenance Account (11480).

REVENUE TO CITY: N/A.

CITY COUNCIL HEARING DATE: January 21, 2020.

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: Federal Aviation Administration.

AFFECTED AGENCIES: Federal Aviation Administration.

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: None.

REQUIRED CHANGES TO WORK PROGRAMS: None.

STAFF:

ATTACHMENTS:

- Swing Gate Replacement Quotes & Project Management Approval & Cost Detail (PDF)

Review:

- Terrence R. Moore Completed 01/14/2020 11:55 AM
- Rosyline Robinson Completed 01/14/2020 12:00 PM
- Purchasing Completed 01/14/2020 12:43 PM
- Finance Pending
- Terrence R. Moore Pending
- Mayor & City Council Pending 01/21/2020 7:30 PM

December 23, 2019

City of College Park
Terrence Moore – City Manager
3667 Main Street
College Park, GA 30337

Re: Swing Gate Replacement Quotes Due To Car Accident on December 15 2019

Terrence,

Attached are two quotes that I received to replace the swing gate that was damaged by an out of control driver on 12-15-19

The first quote is from Allied Fence Company for \$16,582. We have used their services in the past with much success.

The second quote is from C&C Fence Company for \$9,540. We have also used this company in the past with great success.

I recommend that we select C&C Fence basically due to the price.

If you would, please sign the attached Project Management Approval & Cost Detail document and return signed copy back to me, we will get this project scheduled as soon as possible.

Ron Wilkerson
Property Manager
Dir +1 404 305 9177 Cell + 678 201 3074
Fax +1 404 763 2499
ron.wilkerson@colliers.com



PROJECT MANAGEMENT APPROVAL & COST DETAIL

PROJECT MANAGEMENT CONSULTING SERVICES OTHER: _____

PROJECT INFORMATION

CLIENT LEGAL NAME: College Park / Business and Industrial Development Authority, Georgia (BIDA)
 CLIENT CONTACT: Terrance Moore TENANT NAME: FAA Regional Facility
 PROJECT ADDRESS:
 FAA Phase I: 1701 Columbia Avenue, College Park GA FAA Phase II: 1701 Columbia Avenue, College Park GA
 CAPITAL IMPROVEMENT TENANT UPFIT MAJOR REPAIR OTHER: _____
 EST. PROJECT START DATE: January 16, 2020 EST. PROJECT COMPLETION DATE: January 17, 2020
 PROJECT SUMMARY: On December 15, 2019 Sunday morning at 1:30AM an out of control driver ran into the entrance side of the main gate, totally destroying the right side of the swing gate. According to the police report, he does have insurance. This is a high priority for FAA due to security concerns.

COST INFORMATION

PROJECT TOTAL COST:	\$	<u>9,540.00</u>	<i>All costs associated with the Project</i>						
% OF PROJECT MANAGEMENT FEE PER THE MANAGEMENT AGREEMENT:		<u>954.00 %</u>	<table border="1"> <thead> <tr> <th><i>Project Cost</i></th> <th><i>Fee %</i></th> </tr> </thead> <tbody> <tr> <td><i>Up to \$100,000</i></td> <td><i>10%</i></td> </tr> <tr> <td><i>\$100,001 +</i></td> <td><i>8.5%</i></td> </tr> </tbody> </table>	<i>Project Cost</i>	<i>Fee %</i>	<i>Up to \$100,000</i>	<i>10%</i>	<i>\$100,001 +</i>	<i>8.5%</i>
<i>Project Cost</i>	<i>Fee %</i>								
<i>Up to \$100,000</i>	<i>10%</i>								
<i>\$100,001 +</i>	<i>8.5%</i>								
BILLABLE PROJECT MANAGEMENT FEE:	\$	_____							
GRAND TOTAL COST:	\$	<u>10,494.00</u>	<i>Add Project Cost and Billable Project Management Fee</i>						

APPROVAL

SUBMITTED BY:	APPROVED BY:		
 <u>12 - 23 - 2019</u>	_____		
PROPERTY MANAGER	DATE	CITY MANAGER	DATE
Colliers International South Carolina, Inc., as Agent for College Park / Business and Industrial Development Authority, Georgia (BIDA)		City of College Park, Georgia	

COLLIERS INTERNATIONAL INTERNAL USE ONLY

PROJECT COMPLETION DATE: _____ PROJECT MANAGEMENT FEE: \$ _____
 Property Manager to email completed form in PDF format to Terri Varn for invoicing.

Allied Fence Company
905 Cripple Creek Drive
Lawrenceville GA, 30043



A Sign of Quality Since 1953

8.C.a

Phone: 770 995 0987
Fax: 770 995 7973
Cell: 404-867-6417
Email mike@alliedfence.com

Date: December 18, 2019

To: Colliers International

Reference: FAA 1701 Columbia Ave College Park GA

Attention: Anderson, Gary Gary.Anderson@colliers.com 678-201-2799

Please review the following as our bid for the above referenced project as it pertains to fence and/ or related items only. This bid is in accordance with our conversation. This bid does not include demolition or clearing unless noted.

Scope of Work:

Install one new 7' tall x 18'7" wide black gate frame, reusing existing wire mesh from damaged gate, and repairing damaged wire mesh, re-set gate operator footing, re-mount gate operator arm and test gate.
Remove and haul away damaged gate materials.

Remarks- repair of wire mesh panels will not be the exact match of existing mesh panels.
The vendor no longer makes this product.

Total of: \$ 16,582.00

All Building and Zoning permits provided by others.

NOTE: This Proposal may be withdrawn by us if not accepted within (10) Ten Days

To approve this bid, please sign below and return. Scheduling is predicated solely on the receipt of this signed authorization.

All invoices are due and payable upon completion of work
Amounts not paid within 30 days will be charged interest at the rate of 1.5% per month.

The property owner, general contractor, or his duly appointed representative is solely responsible for locating, staking, and clearing of all fence lines, unless specified in writing on this bid. Purchaser also agrees that Allied Fence Company, Inc. will not be held responsible or liable for any damage of any nature to underground obstructions. An additional charge may be made to the owner if unusual ground conditions hinder the installation. Such unusual ground conditions may be rock formations, hidden foundations, tree roots, and other similar objects. Any charges necessary to satisfactorily complete the installation will be based on actual additional labor, equipment and material costs. All materials are guaranteed as specified. Wood fence components, when exposed to the elements are subject to immediate warpage, shrinkage, cracking, etc. Specified space between pickets and boards is a rough approximation, which will vary substantially. No warranty is offered or implied against these conditions. All work to be completed in a workman-like manner according to standard practices.

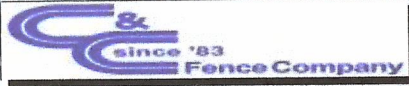
Building permits as required will be the responsibility of the owner or buyer.

Accepted By: _____ Date: / / P.O. # _____

Sincerely,

Mike Brooks

Mike Brooks Project Manager
ALLIED FENCE COMPANY



Proposal

2680 Highway 42 North McDonough, GA 30253 | Phone: 770-603-9745 | Fax: 770-603-9675

The contractor will be responsible for payment of ANY and ALL additional costs incurred by C&C Fence Company due to contractor and/or site specific requirements, including, but not limited to, safety training, drug screening, security regulations, restrictive work day hours, down time due to site conditions and/or wasted trips to the job site. The amount of the additional charges will be determined by C&C Fence Company.

Proposal Submitted To:

COLLIERS INTERNATIONAL

Address:

1230 PEACHTREE STREET NE

City, State, Zip:

ATLANTA, GA 30309

Cell:

Alternate: (404) 574-1044

Job Name/Number: 15174

FAA

Job Location:

1701 COLUMBIA AVE COLLEGE PARK, GA 30337

Contact Name:

RON WILKERSON

Cell:

Alternate: 404-305-9177

Prepared by: SS

FRONT ENTRY GATE AND OPERATOR REPAIRS

\$9,540.00

Note: REMOVE AND REPLACE LEFT HALF OF BLACK WIRE MESH DOUBLE SWING GATE (8' HIGH X 18' WIDE) WITH 2 1/2" BLACK POWDER COATED STEEL FRAME AND WELDED BARREL HINGES.
REMOVE AND REPLACE CONCRETE PAD FOR GATE OPERATOR.
INSTALL NEW GATE OPERATOR BRACKET ON GATE, REATTACH OPERATOR, AND TEST SYSTEM FOR ANY DAMAGES.
**IF GATE OPERATOR OR ANY PARTS HAVE TO BE REPLACED, A SEPARATE QUOTE WILL BE ISSUED (MUST TEST SYSTEM AFTER GATE IS REPLACED)

We propose hereby to furnish materials and labor, in accordance with the above specifications, for the sum of : **\$9,540.00**

The items listed above are the only items that will be installed on this project without written change orders. All contracts must include this proposal or have a stated schedule of values.

Payment to be made as follows: **NET 30**

Authorized representative of C&C Fence Company:
STEPHANIE SPRUILL
STEPHANIE@1-STOPACCESS.COM

Please Read Terms & Conditions Carefully

Signature 12/20/2019
Date

Acceptance of Proposal:

This proposal may be withdrawn if not accepted within 10 days

The above prices, specifications and conditions are satisfactory, and are hereby accepted. I am a legal representative of the above project/property by ownership, contract or attorney-in-fact, and thereby authorize the work to be performed as specified. Payment will be issued as outlined above.

Signature

Date

Signature

Date



2680 Highway 42 North McDonough, GA 30253 | Phone: 770-603-9745 | Fax: 770-603-9675



Proposal

COLLIERS INTERNATIONAL

FAA

Terms & Conditions

All material is guaranteed to be as specified. All work is to be completed in a workman like manner according to standard practices. Additional charges may occur if any alteration or deviation, including unusual ground conditions involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. Unusual ground conditions may be rock formations, hidden foundations, tree roots, and other similar obstacles. If such obstacles stop completion of job only labor and materials used will be charged. All agreements are contingent upon strikes, accidents or delays beyond our control. Purchaser is solely responsible for the location of the fence in this proposal and will defend C&C Fence Co., Inc. and reimburse them for all costs in connection with any claims made by anyone about the location of the fence. Purchaser will notify C&C Fence Co., Inc. of any underground obstructions and is responsible for property plat sheet. Purchaser is responsible for all damages to unknown underground items such as cable TV, septic systems, sprinklers, propane gas lines, low voltage lines, etc. Purchaser is responsible for any special work described in proposal. The parties agree that, in the event the purchaser does not pay all sums as listed on this contract to C&C Fence Co., Inc., it may bring suit against the purchaser and the purchaser agrees to pay all costs of collection, including a reasonable attorney's fee. The purchaser does hereby agree to grant a security interest to C&C Fence Co., Inc. and does further agree that if full payment as agreed is not paid, a lien shall be placed against the contractual property for all sums due including costs of collection and a reasonable attorney's fee as determined by a court of competent jurisdiction. Price does not include any labor or materials for ground sleeves needed for geo-grid matting.

We propose hereby to furnish materials and labor, in accordance with the above specifications, for the sum of : **\$9,540.00**

The items listed above are the only items that will be installed on this project without written change orders. All contracts must include this proposal or have a stated schedule of values.

Payment to be made as follows: **NET 30**

Authorized representative of C&C Fence Company:
STEPHANIE SPRUILL
STEPHANIE@1-STOPACCESS.COM

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The above prices, specifications and conditions are satisfactory, and are hereby accepted. I am a legal representative of the above project/property by ownership, contract or attorney-in-fact, and thereby authorize the work to be performed as specified. Payment will be issued as outlined above.

Signature Date

Signature Date



CITY OF COLLEGE PARK

P.O. BOX 87137 · COLLEGE PARK, GA 30337 · 404.767.1537

REG SESSION AGENDA REQUEST

DOC ID: 7852

DATE: January 14, 2020

TO: The Honorable Mayor and Members of City Council

THROUGH: Terrence Moore, City Manager

FROM: Ferman Williford, Chief of Police

RE: Medical Insurance Coverage for Inmates

PURPOSE: To ensure that the inmates are insured in the event that medical coverage is needed.

REASON: Cities with Police Departments and arrest authority are responsible for the medical care of inmates.

RECOMMENDATION: To renew the current contract with Gerber Life Insurance Company.

BACKGROUND: The insurance will cover medical coverage for those individuals who are inmates that may require medical attention while in custody of the College Park Police Department. It will also protect against catastrophic medical situations that may occur while an inmate is in custody.

COST TO CITY: Annual Premium of \$19,436.25.

BUDGETED ITEM: Yes - Account# 100 3400 52 6170 (Corrections, Contractual Services)

REVENUE TO CITY: N/A

CITY COUNCIL HEARING DATE: January 21, 2020

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: None.

AFFECTED AGENCIES: Police Department

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: None

REQUIRED CHANGES TO WORK PROGRAMS: None

STAFF: Police Department

ATTACHMENTS:

- City of College Park GA-PERU Annual Premium Invoice 11-1-2019 CORRECTED 1-7-2020 (PDF)
- CityofCollegeParkPERUapp11012019 (PDF)

Review:

- Ferman Williford Completed 01/13/2020 9:23 AM
- Rosyline Robinson Completed 01/13/2020 5:06 PM
- City Attorney's Office Completed 01/14/2020 10:55 AM
- Charles Christopher Cook Completed 01/14/2020 8:29 AM
- Terrence R. Moore Completed 01/16/2020 11:29 AM
- Mayor & City Council Pending 01/21/2020 7:30 PM

Inmate *Excess* Medical Insurance

Premium Invoice for

City of College Park, GA

Invoice Date: January 7, 2020

		Col. (A)	Col. (B)	Col. (C)	Col. (D)
County	Payment for Policy Year	# County Inmates	Rate / Inmate / Day	# Days	Annual Premium
		(A)	x (B)	x (C)	= (D)
City of College Park GA	November 1, 2019 through October 31, 2020	25	\$ 2.13	365	\$19,436.25
	RENEWAL				
Adjustments, if any:					
Month:					
Total					\$19,436.25

Deductible	Effective Date	Comment
	11/1/2009	
		Annual Premium
	RENEWAL	

Please make check payable to:

P.E.R.U.

Attn: Premium Dept.
3730 Roswell Rd, Suite 275
Marietta, GA 30062

Thank you for your business!

Please return one copy of this invoice with your payment. Premium is due by the 15th.

**APPLICATION AND SCHEDULE FOR
EXCESS LOSS INSURANCE**

**GERBER LIFE INSURANCE COMPANY
WHITE PLAINS, NY 10605**

Application is hereby made to the Gerber Life Insurance Company ("Company") for Excess Loss Insurance. This Application must be accepted and approved by the Company or its authorized representative prior to any Contract being in existence.

1. Contract Number: GER-P16-953R

2. Contractholder: City of College Park

3. Address: 3667 Main Street
City: College Park State: GA Zip Code: 30337

4. Subsidiary or affiliated companies (companies under common control through stock ownership, contract, or otherwise) to be included (list legal name and addresses):
None

5. Name and Address of Designated Third Party Administrator:
Consociate Group, 111 East Decatur Street, Decatur, IL 62525

6. Estimated Initial Enrollment (will be used as the Number of Covered Units during the first Contract Month):
25 Composite

6.(a) Eligible employees: 25 Composite

7. GENERAL SCHEDULE OPTIONS:

(a) Contract Period 11/01/2019 to 10/31/2020
Effective date Termination date

(b) *Disabled Persons are are not covered.
*Retired Employees are are not covered.
*Cobra Continuees are are not covered.
*(required to be disclosed)

(c) Aggregate Benefit Yes No

Benefit Period: Employee Benefit Plan expenses must be
Incurred from N/A through N/A , and
Paid from N/A through N/A

Claims Incurred prior to the Contract Effective Date are limited to: N/A
Claims Paid after the end of the Contract Period are limited to: N/A

7. GENERAL OPTIONS: (Continued)

Aggregate eligible expenses include:

- Medical Prescription Card Service
- Dental Care Weekly Disability Income
- Vision Care Other

Aggregate Monthly Factors:

	Composite	<u>Medical</u>
		N/A

Aggregate Payable Percentage (excess of Deductible) N/A

Maximum Eligible Claim Expense Per Covered Person: N/A

Minimum Aggregate Deductible: N/A

Maximum Aggregate Benefit (excess of Deductible): N/A

Optional Benefits

- i. Monthly Aggregate Accommodation Yes No
- ii. Aggregate Terminal Liability Yes No
- iii. Blended Aggregate Accommodation Yes No
- iv. Blended Aggregate Terminal Liability Yes No

(d) Specific Benefit Yes No

Medical Only Medical & Prescription Drug Only

Benefit Period: Employee Benefit Plan expenses must be
Incurred from 11/1/2019 through 10/31/2020, and
Paid from 11/1/2019 through 4/30/2021

Claims Incurred prior to the Contract Effective Date are limited to: N/A

Claims Paid after the end of the Contract Period are limited to: N/A

Specific Deductible (per person): \$10,000

Specific Payable Percentage (excess of Deductible): 100%

Maximum Specific Benefit per person in excess of Specific Deductible: \$240,000

Aggregating Specific Deductible: N/A

Optional Benefits

- i. Advance Funding for Specific Excess Loss: Yes No
- ii. Terminal Liability Option included: Yes No

8. **PREMIUMS:**

(a) Aggregate Premium			
Premium Per Month Per Unit:			<u>N/A</u>
Minimum Annual Aggregate Premium			<u>N/A</u>
Monthly Aggregate Accommodation			
Premium Per Month Per Unit			<u>N/A</u>
Annual Premium in Advance			<u>N/A</u>
Aggregate Terminal Liability			
Blended Aggregate Terminal Liability			
Premium Per Month Per Unit			<u>N/A</u>
(b) Specific Premium			
Premium Per Day Per Inmate	Composite		<u>\$2.13</u>
Minimum Monthly Specific Premium			<u>\$1,619.67</u>
Minimum Annual Specific Premium			<u>N/A</u>
Advance Funding for Specific Excess Loss			<u>Included</u>
Specific Terminal Liability			<u>N/A</u>

9. **SPECIAL RISK LIMITATIONS:**

Specific The excess insurance contract will be issued when the application for excess insurance is approved and when all required documents have been received and accepted.

Excess loss coverage will begin at the point of arrest and custody as defined in the Statement of Inmate Medical Benefits.

Coverage for mental and nervous disorders, HIV, substance abuse and maternity coverage are excluded.

Group must remit premium for a minimum of twenty-five inmates per day.

Aggregate None

10. **IT IS UNDERSTOOD AND AGREED, AS CONDITIONS PRECEDENT TO THE APPROVAL OF THIS APPLICATION, THAT:**
- (a) All documentation requested by the Company must be submitted prior to any approval of this Application and must be received by the Company within 90 days of the requested Effective Date.
 - (b) Applicant has provided full disclosure of all information requested by the Company and has, to the best of its knowledge and belief, complied fully with all disclosure requirements.
 - (c) If Applicant is electing coverage for disabled and/or retired persons, only those who have been disclosed to The Company will be covered.
 - (d) If the Schedule shows disabled persons are not covered, no benefits will be paid under the Contract for expenses Incurred or Paid under the Employee Benefit Plan for a disabled person until:
 - (1) if an employee, he or she returns to active, full-time employment for at least one (1) full working day; or
 - (2) if a dependent or Cobra Continuee, he or she is able to perform the normal functions of a person of like sex and age.
 - (e) Issuance of the Contract is in reliance upon the information provided by the Applicant or its Agent. Should subsequent information become known which, if known prior to issuance of the Contract, would have affected the rates, deductibles, terms or conditions for coverage, the Company will have the right to revise the rates, deductibles, terms or conditions as of the Effective Date of issuance, by providing written notice to the Insured.
 - (f) The Contract, if issued, may be void, if, whether before or after a claim or loss, any material fact or circumstance was concealed or misrepresented on behalf of the Applicant, or if the Applicant or its Agent, committed fraud.
 - (g) Receipt of a premium and its deposit in connection with the Application shall not constitute an acceptance of liability. In the event that Gerber Life Insurance Company disapproves this Application, its sole obligation shall be to refund such sum to the Applicant.
 - (h) If a Contract is issued and later rescinded, the sum of all benefits paid will be deducted from the sum of all premiums paid. If the result is positive, such amount will be paid by the Company to the Applicant. If the result is negative, such amount will be paid by the Applicant to the Company.
 - (i) The initial premium will be paid on or before the Effective Date, and subsequent premiums are due no later than the first day of each Contract Month during the Contract Year.

11. **IT IS FURTHER UNDERSTOOD AND AGREED, AS CONDITIONS PRECEDENT TO THE APPROVAL OF THIS APPLICATION THAT:**

- (j) Applicant acknowledges that the Contract which is the subject of this Application is a reimbursement Contract. Applicant must first pay claims before submitting them for reimbursement.
- (k) Oral statements not expressly incorporated herein are not part of this Contract. Only the President or Executive Officer of the Company may make changes to the Contract Form or Addenda on behalf of the Company. All changes to this Contract must be in writing and attached to this Contract.
- (l) NEITHER THIS APPLICATION NOR THE TERMS OF THIS APPLICATION MAY BE ALTERED.

In making this Application, the Applicant represents that, to the best of its knowledge and belief, such information accurately reflects the true facts and that the undersigned has authority to bind the Applicant to the proposed Contract. Accordingly, this Application will be a part of the Contract if accepted by the Company or its authorized representative.

Fraud Warning Any person who, knowingly and with intent to injure, defraud or deceive an insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information, may be guilty of insurance fraud.

Dated at _____ this _____ day of _____, 20

Signed Licensed Agent

Print Licensed Agent Name

Agent Tax ID

Agent License Number and Issuing State

Dated at _____ this _____ day of _____, 20

Signed for the Applicant/Policyholder

Printed Name and Title

ACCEPTANCE

Dated at _____ this _____ day of _____, 20

Accepted on behalf of the Company by

Print Name and Title



CITY OF COLLEGE PARK

P.O. BOX 87137 · COLLEGE PARK, GA 30337 · 404.767.1537

REG SESSION AGENDA REQUEST

DOC ID: 7853

DATE: January 14, 2020

TO: The Honorable Mayor and Members of City Council

THROUGH: Terrence Moore, City Manager

FROM: Ferman Williford, Chief of Police

RE: Contract Renewal for Body Cameras

PURPOSE: To ensure that the body cameras are maintained and replaced as needed.

REASON: Body cameras are utilized in an effort to reduce citizen complaints. Cameras and equipment need to be up to date and functioning properly. Regular maintenance and replacement is required.

RECOMMENDATION: To renew the current contract with Reveal Media.

BACKGROUND: The contract will cover the current body worn cameras and equipment. Repair and replacement of parts and equipment as needed.

COST TO CITY: Annual Premium of \$16,449.00.

BUDGETED ITEM: Yes - Account# 100 3200 52 6170 (Police Administration, Contractual Services)

REVENUE TO CITY: N/A

CITY COUNCIL HEARING DATE: January 21, 2020

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: None.

AFFECTED AGENCIES: Police Department

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: None

REQUIRED CHANGES TO WORK PROGRAMS: None

STAFF: Police Department

ATTACHMENTS:

- 07-30-19 Reveal Quote - CPPD Service Renewal (PDF)

Review:

- Ferman Williford Completed 01/14/2020 10:04 AM
- Rosyline Robinson Completed 01/14/2020 10:27 AM
- Terrence R. Moore Completed 01/16/2020 11:27 AM
- Mayor & City Council Pending 01/21/2020 7:30 PM

Customer Information

Account Name	College Park GA Police Department	Contact Name	James McGee
Phone	(404) 761-3131 , ext 2244	Email	jmcgee@collegeparkga.com
Billing Address	3717 College Street College Park, GA 30337 United States		

General Information

Quote Number	00009139	Created Date	7/30/2019
Payment Terms	30 days net subject to credit approval	Expiration Date	8/30/2019
Delivery Terms	TBD		

Reveal Contact Information

Prepared By	Steve Venable	Email	steve@revealmedia.com
-------------	---------------	-------	-----------------------

Items

Product	Product Code	T&Cs	Quantity	Sales Price	Total Price
DEMS 360 Camera Software License - Support & Maintenance (per year)	RVL-SV500		102.00	USD 49.00	USD 4,998.00
Reveal Care - Docking Station (12 months)	RVL-SV223	S	4.00	USD 39.00	USD 156.00
Reveal Care - Smart Dock (12 months)	RVL-SV292	P, S	3.00	USD 399.00	USD 1,197.00
Reveal Care Plus - Camera (12 Months)	RVL-SV272	S	102.00	USD 99.00	USD 10,098.00
			Subtotal	USD 16,449.00	
			Grand Total	USD 16,449.00	

Prerequisites and deployment considerations for Reveal DEMS 360 software are available [here](#).

SUPPORT AND ANY WARRANTY APPLICABLE TO DEMS 360 IS CONDITIONAL ON THE SOFTWARE BEING DEPLOYED ON SYSTEMS THAT COMPLY WITH THESE PRE-REQUISITES.

Additional Information: Quote - Annual Renewal of DEMS 360 Support & Maintenance for 102 - D3's Licenses, Renewal for Reveal Care Plus Hardware Service for 102 D3's & Reveal Care for 3 Smart Docks, and 4 D-Series Docks.

Reveal General Terms & Conditions of Sale

For the purposes of these terms and conditions the following expressions shall have the following meanings:

- **'Contract'** shall mean any written contract signed by authorised signatories of both parties that is in existence covering the purchase and sale of the Items;
- **'Customer'** shall mean the person(s), corporation or corporate entity specified on Reveal's quotation and/or the Order Acknowledgement;
- **'Items'** shall mean the goods, services and software licenses offered for sale by Reveal to Customer at the prices shown on Reveal's quotation and subject to the Terms;
- **'Item-Specific Terms'** shall mean the terms and conditions referenced in paragraph 11 below that are or may be specific to each of the Items as indicated by the contents of the 'T&Cs' column on Reveal's quotation and/or the Order Acknowledgement;
- **'Order'** shall mean either a written acceptance by Customer of Reveal's quotation or a purchase order offer by Customer to purchase the Items which is accepted by Reveal in accordance with the Terms;
- **'Order Acknowledgement'** shall mean a written order acknowledgement issued by Reveal upon acceptance of a purchase order issued by Customer to purchase any of the Items;

- **'Reveal'** shall mean Reveal Media USA Inc., whose principal place of business is shown at the bottom of the front page of Reveal's quotation and/or the Order Acknowledgement;
- **'Terms'** shall mean the terms and conditions contained or referenced in Reveal's quotation and/or the Order Acknowledgement;

1. **The Terms shall govern the sale by Reveal to Customer of the Items. Customer is urged to read these Terms carefully to ensure it fully understands them before ordering any Items.**
2. These Terms shall be deemed accepted by Customer upon the earlier of: (i) Customer's written acceptance of the Terms, by signing a quotation issued by Reveal or by other written instrument; (ii) Customer's issuance of a purchase order; or (iii) the passage of ten (10) days from the delivery of these Terms without written notice to Reveal that Customer does not accept.
3. Reveal's acceptance of any purchase order submitted by Customer is expressly and exclusively limited to, and conditional upon Customer's acceptance of, these Terms, notwithstanding any contrary provision contained in Customer's purchase orders, acknowledgements or other documents. Subject to paragraphs 5 and 8 below, to the extent that there is any inconsistency between these Terms and any other document issued by Reveal or Customer, these Terms will take priority. These Terms are incorporated into every Order between Customer and Reveal unless terminated or amended as provided herein.
4. An Order shall be accepted by Reveal only when Reveal ships the Goods or issues a written Order Acknowledgement. Reveal reserves the right not to accept an Order due to inadvertent errors or omissions in Reveal's quotation on which the Order is based. An Order, once submitted and accepted, may not be withdrawn, cancelled or amended without Reveal's prior written consent (which consent may be given subject to terms, including as to payment). A purchase order by Customer will be governed by these Terms but shall not be binding upon or accepted by Reveal until Reveal accepts such order pursuant to these Terms.
5. The terms and conditions of the Contract shall prevail to the extent they are inconsistent with the Terms.
6. Unless otherwise stated, all prices stated exclude value added taxes (VAT), sales taxes or local duties.
7. Unless otherwise agreed in writing or otherwise stated in the quotation, a quotation shall only be valid for a period of thirty days from its date of issue.
8. In the event of any conflict or inconsistency between any provision contained in any of the above-listed terms or agreements, the inconsistency shall be resolved by giving precedence in the following order: (i) the Contract (ii) the Order Acknowledgement; (iii) the documents referred to in paragraph 11 below in the order they are listed and (iv) the Order.
9. Subject to paragraph 5, these Terms (including the documents referred to in paragraph 11 below) together with the Order comprise the entire understanding between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. All other representations, warranties, conditions, terms and statements as regards the same, express or implied, statutory or otherwise are excluded, save where not capable of exclusion at law.
10. Credit terms are subject to approval. Reveal may require that a deposit is paid before a purchase order is accepted. Reveal may waive or modify any such requirement before the purchase order has been accepted.
11. Reveal is subject to applicable data protection laws and regulations in each country in which Reveal operates (collectively the "Data Protection Laws"). For the purposes of this clause 'Personal Data' shall mean Customer contact information (whether in relation to the Customer's officers, employees, contractors or otherwise) which (i) Reveal collects from Customer in connection with any Order or (ii) is provided to Reveal by Customer or others in connection with any Order. Personal Data will be processed by Reveal in connection either its sales and marketing activities or with any Order in a manner consistent with the Privacy Policy of its owner, Reveal Media Limited, available online at https://www.revealmedia.co.uk/legal/Privacy_Policy.pdf. Reveal is a data controller for the Personal Data. Reveal receives any Personal Data from Customer on the understanding that it has been collected, processed, transferred or disclosed to Reveal in compliance with the Data Protection Laws applicable to Customer.
12. The following Item-Specific Terms shall apply:
 - **P:** This item(s) is or includes pre-release products. Quotations for pre-release products are indicative and therefore price, lead time and specification are subject to change. Any quotation for pre-release products may be withdrawn without notice or liability.
 - **G:** This item(s) is or includes tangible goods. All such goods are sold subject to Reveal's [Terms and Conditions of Sale for Goods](#) and the [Reveal Warranty](#).
 - **L:** This item(s) is or includes software licenses. Reveal DEMS is licensed according to the terms of the [DEMS End User License](#). Reveal Camera Manager is licensed according to the terms of the [Camera Manager End User License](#).
 - **H:** This item(s) is or includes a DEMS 360 subscription service and is subject to the [DEMS 360 Service General Terms and Conditions](#).
 - **S:** All hardware and software support service shall be provided subject to [Reveal's Support Terms & Conditions](#). All software products include twelve months Software Support Service as standard.
 - **T:** This item(s) is or includes tangible goods that are manufactured by a third party. All such goods are sold subject to the warranty provided by the original equipment manufacturer (OEM) and no other warranty applies. Please contact Reveal should you require any further information on the warranty provided by the OEM.
 - **X:** This item(s) is or includes Reveal's reasonable estimates for travel and subsistence expenses that will be incurred by Reveal in connection with the provision of implementations services and that will be invoiced to Customer by Reveal on a fixed price basis at the price shown on this quotation.

Customer may access and review the Item-Specific Terms at <https://www.revealmedia.co.uk/legal-terms>.

Quote Acceptance

Signing below is in lieu of a formal Purchase Order. By signing this quotation, Customer is entering into a contract and you certify that you have the authority to bind Customer. Your Signature will authorize Customer's acceptance of pricing and products contained in this quote and of the Reveal General Terms & Conditions of Sale set out above.

Signed: _____

Date: _____

Name: _____

Title: _____

PO# (if required): _____



CITY OF COLLEGE PARK

P.O. BOX 87137 · COLLEGE PARK, GA 30337 · 404.767.1537

REG SESSION AGENDA REQUEST

DOC ID: 7854

DATE: January 14, 2020

TO: The Honorable Mayor and Members of City Council

THROUGH: Terrence R. Moore, City Manager

FROM: Artie Jones, Director of Economic Development

RE: ATLA Survey- Airport City

PURPOSE: A survey must be completed of the Airport City as a requirement for the rezoning process, the DRI (Development of Regional Impact) Study, and the District Planning that is currently underway.

REASON: The ATLA survey is requested for the rezoning of the planned development area and to beginning district planning activities as related to Airport City.

RECOMMENDATION: Staff recommends to award Prime Engineering the contract to provide ALTA Survey services.

BACKGROUND:

COST TO CITY: \$194,000

BUDGETED ITEM: No, but will repay general fund through proceeds received from sale of property.

CITY COUNCIL HEARING DATE: January 21, 2020

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: N/A

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A

REQUIRED CHANGES TO WORK PROGRAMS: N/A

STAFF: Artie Jones III, Director of Economic Development

ATTACHMENTS:

- Agenda Memo ID #2020-7854 - ITB - ALTA SURVEY SERVICE - 010720 (PDF)

Review:

- Artie Jones Completed 01/14/2020 5:07 PM
- Purchasing Completed 01/15/2020 10:34 AM
- Finance Pending
- Rosyline Robinson Completed 01/16/2020 9:23 AM
- Terrence R. Moore Pending
- Mayor & City Council Pending 01/21/2020 7:30 PM



CITY OF COLLEGE PARK

PO BOX 87137 • COLLEGE PARK, GA 30337 • (404) 767-1537

AGENDA MEMORANDUM NO. 2020-7854

DATE: JANUARY 20, 2020

TO: OFFICE OF THE CITY MANAGER

FROM: WILLIS MOODY, PURCHASING COORDINATOR

SUBJECT: ITB - ALTA SURVEY SERVICE - 010720
SEALED BID OPENING

The purpose of this communication is to secure the approval to purchase the following item(s). Please include the following item(s) on the upcoming Mayor/Council agenda.

Item Description: Alta Survey Service

Budgeted item(s): This project was budgeted for the current fiscal

Recommendations: Prime Engineering is recommended at \$194,000.00 for this project

Explanation of recommendation in full:

This ITB was forwarded to the four (4) approved On-Call Engineering firms (Benchmark Management, Kimley-Horn & Associates, Pond & Company, Prime Engineering) approved during the December 2, 2019 Mayor and Council session.

There was an official bid opening scheduled for Tuesday, January 7, 2020 at 10:00 am held at City Hall in the Economic Development Office.



CITY OF COLLEGE PARK

PO BOX 87137 • COLLEGE PARK, GA 30337 • (404) 767-1537

Tabulation Matrix

ITB – ATLA SURVEY SERVICE - 010720

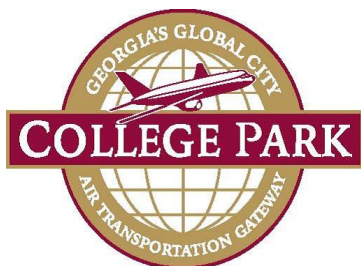
	Company Name	Bid Amount	Minority Y/N Class	Is your company located in CP	Previous Work w/CP?
1	Prime Engineering	\$194,000.00	N	N	Y
2	Benchmark Management	\$1,214,815.00	Y (FBE)	N	N
3	Kimley-Horn & Associates	No Bid	N	N	Y
4	Pond & Co	No Bid	N	N	Y
5					

See the Bid Tabulation Sheet for results of opening. The original proposals are available for review in the Purchasing Department, schedule a time in advance.

Minority Status Legend:

- (1) African American Business Enterprise (**AABE**) (2) Hispanic Business Enterprise (**HBE**)
 (3) Female Business Enterprise (**FBE**) (4) Asian Business Enterprise (**ABE**)
 (5) Native American Business Enterprise (**NABE**)

City of College Park
 Willis Moody
 Purchasing/Fleet Administrator
 College Park, GA 30337



CITY OF COLLEGE PARK

P.O. BOX 87137 · COLLEGE PARK, GA 30337 · 404.767.1537

REG SESSION AGENDA REQUEST

DOC ID: 7843

DATE: January 15, 2020

TO: The Honorable Mayor and Members of City Council

FROM: Terrence R. Moore, City Manager

RE: GMA Retirement Plan

The amendment and restatement of the GMA Retirement Plan makes a technical correction to provide that participants who terminate on or after July 15, 2019 may count their prior military service credit for the purpose of meeting minimum service requirements for benefit eligibility (as well as for the purpose of benefit computation), including but not limited to satisfying the minimum service requirements for early retirement, normal retirement and alternative normal retirement, satisfying the minimum service requirements for terminated vested death benefits, and satisfying the eligibility requirements (e.g., “Rule of” requirements) under any early retirement incentive addendum adopted by the city on or after July 15, 2019, unless otherwise specified by the city (see Adoption Agreement, pp. 10-12). The early retirement incentive addenda adopted by the city on July 15, 2019, and January 6, 2020, remain in effect until the date of repeal specified in each respective early retirement incentive addendum.

ATTACHMENTS:

- College Park Cover Letter 1 15 20 (PDF)
- College Park AA 1 15 20 (PDF)
- College Park General Addendum 1 15 20 (PDF)

Review:

- Terrence R. Moore Completed 01/13/2020 4:17 PM
- Rosyline Robinson Completed 01/13/2020 4:18 PM
- City Attorney's Office Completed 01/14/2020 10:52 AM
- Human Resources Completed 01/14/2020 8:04 AM
- City Attorney's Office Completed 01/15/2020 11:29 AM
- Terrence R. Moore Pending

- Mayor & City Council Pending 01/21/2020 7:30 PM



RISK MANAGEMENT AND
EMPLOYEE BENEFIT SERVICES
BOARD OF TRUSTEES

January 15, 2020

Chairman

W. D. Palmer, III
Councilmember, Camilla

Vice Chairman

Rebecca L. Tydings
City Attorney, Centerville

Secretary-Treasurer

Larry H. Hanson
Executive Director

TRANSMITTED VIA EMAIL AND U.S. MAIL

(dmatricardi@fincherdenmark.com)

Ms. Danielle Matricardi
Fincher Denmark, LLC
100 Hartsfield Center Parkway, Suite 400
Atlanta, GA 30354

Trustees:

Boyd Austin
Mayor, Dallas

Shelly Berryhill
Councilmember, Hawkinsville

Linda Blechinger
Mayor, Auburn

Ronald Feldner
City Manager, Garden City

Marcia Hampton
City Manager, Douglasville

Meg Kelsey
City Manager, LaGrange

Sam Norton
Mayor, Dahlonega

David Nunn
City Manager, Madison

James F. Palmer
Mayor, Calhoun

Kenneth L. Usry
Mayor, Thomson

Clemontine Washington
Mayor Pro Tem, Midway

Vince Williams
Mayor, Union City

Re: City of College Park Georgia Municipal Employees Benefit System (GMEBS) Defined Benefit Retirement Plan; Technical Correction Amendment to Allow Participants Who Terminate on or after July 15, 2019 to Count Prior Military Service Credit for Benefit Eligibility Purposes

Dear Ms. Matricardi:

Per the City's request, enclosed please find a draft amended Adoption Agreement and a draft General Addendum for the City of College Park's Georgia Municipal Employees Benefit System ("GMEBS") Defined Benefit Retirement Plan ("Plan"). The amendment to the Plan makes a technical correction to provide that participants who terminate on or after July 15, 2019 may count their prior military service credit for the purpose of meeting minimum service requirements for benefit eligibility (as well as for the purpose of benefit computation), including but not limited to satisfying the minimum service requirements for early retirement, normal retirement and alternative normal retirement, satisfying the minimum service requirements for terminated vested death benefits, and satisfying the eligibility requirements (e.g., "Rule of" requirements) under any early retirement incentive addendum adopted by the city on or after July 15, 2019, unless otherwise specified by the city (see Adoption Agreement, pp. 10-12). The early retirement incentive addenda adopted by the city on July 15, 2019, and January 6, 2020, remain in effect until the date of repeal specified in each respective early retirement incentive addendum.

The Adoption Agreement provides that the amendment will become effective on January 21, 2020. **Please note that per O.C.G.A. § 47-5-40, the Adoption Agreement has been drafted in the form of an ordinance.**

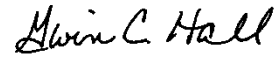
If the draft Adoption Agreement and General Addendum are acceptable as drafted, please have the designated representatives sign and date each document where indicated (p. 40 and p. 20, respectively) and return the executed documents to:

Ms. Gina Gresham
GMA Legal Assistant
c/o Georgia Municipal Association
P.O. Box 105377
Atlanta, GA 30348

Ms. Danielle Matricardi
January 15, 2020
Page 2

We will then countersign the originals and return the fully executed documents to you for your files. If you have any questions about the information provided in this letter or require further information, please feel free to contact me at (678) 686-6212 or ghall@gacities.com.

Sincerely,



Gwin C. Hall
Senior Associate General Counsel

Encl.

- C: Mr. Chris Cook, Pension Committee Secretary, City of College Park (w/ encl.)
- Ms. Marinetty Bienvenu, Director, Employee Benefit Service (w/o encl.)
- Ms. Michelle Warner, Director, Retirement Field Services (w/o encl.)
- Ms. Caroline Dorsey, Associate General Counsel (w/o encl.)

GEORGIA MUNICIPAL EMPLOYEES
BENEFIT SYSTEM

DEFINED BENEFIT RETIREMENT PLAN

AN ORDINANCE
and
ADOPTION AGREEMENT
for

City of College Park

Form Volume Submitter Adoption Agreement
Amended and Restated as of January 1, 2013
(With Amendments Taking Effect on or Before January 1, 2017)

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I. AN ORDINANCE

An Ordinance to amend and restate the Retirement Plan for the Employees of the City of College Park, Georgia in accordance with and subject to the terms and conditions set forth in the attached Adoption Agreement, any Addendum to the Adoption Agreement, the Georgia Municipal Employees Benefit System (GMEBS) Master Plan Document, and the GMEBS Trust Agreement. When accepted by the authorized officers of the City and GMEBS, the foregoing shall constitute a Contract between the City and GMEBS, all as authorized and provided by O.C.G.A. § 47-5-1 et seq.

BE IT ORDAINED by the Mayor and Council of the City of College Park, Georgia, and it is hereby ordained by the authority thereof:

Section 1. The Retirement Plan for the Employees of the City of College Park, Georgia is hereby amended and restated as set forth in and subject to the terms and conditions stated in the following Adoption Agreement, any Addendum to the Adoption Agreement, the Georgia Municipal Employees Benefit System (GMEBS) Master Plan Document, and the GMEBS Trust Agreement.

Ordinance continued on page 40

II. GMEBS DEFINED BENEFIT RETIREMENT PLAN **ADOPTION AGREEMENT**

1. ADMINISTRATOR

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

2. ADOPTING EMPLOYER

Name: **City of College Park, Georgia**

3. GOVERNING AUTHORITY

Name: **Mayor and Council**
Address: **P.O. Box 87137, College Park, Georgia 30337-0137**
Phone: **(404) 669-3768**
Facsimile: **(404) 669-3799**

4. PLAN REPRESENTATIVE

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

Name: **City Manager**
Address: **P.O. Box 87137, College Park, Georgia 30337-0137**
Phone: **(404) 669-3768**
Facsimile: **(404) 669-3799**

5. PENSION COMMITTEE

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

Members of the Pension Committee shall include: the City Clerk of the City of College Park, three (3) members of the City Council elected annually by the Governing Authority, and one (1) Eligible Regular Employee elected annually by vote of all Eligible Regular Employees participating in the Plan. No person receiving retirement benefits from the City of College Park shall be eligible to become a member of the College Park Pension Committee.

Pension Committee Secretary: **Director of Human Resources and Risk Management**
 Address: **P.O. Box 87137, College Park, Georgia 30337-0137**
 Phone: **(404) 669-3768**
 Facsimile: **(404) 669-3799**

6. TYPE OF ADOPTION

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

- This is a new defined benefit plan adopted by the Adopting Employer for its Employees. This plan does not replace or restate an existing defined benefit plan.
- This is an amendment and restatement of the Adopting Employer's preexisting non-GMEBS defined benefit plan.
- This is an amendment and restatement of the Adoption Agreement previously adopted by the Employer, as follows (check one or more as applicable):
 - To update the Plan to comply with PPA, HEART, WRERA, and other applicable federal laws and guidance.
 - To make the following amendments to the Adoption Agreement (must specify below revisions made in this Adoption Agreement; all provisions must be completed in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i): This is technical correction amendment to provide that, effective on or after July 15, 2019, Prior Military Service credit counts for the purpose of meeting minimum Service requirements for benefit eligibility (in addition to computing amount of benefits payable), including but not limited to satisfying the minimum Service requirements for Early Retirement, Normal Retirement and Alternative Normal Retirement for Participants who Terminate on or after July 15, 2019, satisfying the minimum Service requirements for Terminated Vested death benefits payable under the Plan, and satisfying the eligibility requirements (e.g., "Rule of" requirements) under any Early Retirement Incentive

Addendum adopted by the Employer on or after July 15, 2019, unless otherwise specified by the Employer (see Adoption Agreement, pp. 10-12). Notwithstanding any provision to the contrary, the Early Retirement Incentive addenda adopted by the Employer on July 15, 2019, and January 6, 2020, remain in effect until the date of repeal specified in each respective Early Retirement Incentive Addendum.

7. EFFECTIVE DATE

NOTE: This Adoption Agreement and any Addendum, with the accompanying Master Plan Document, is designed to comply with Internal Revenue Code Section 401(a), as applicable to a governmental qualified defined benefit plan, and is part of the GMEBS Defined Benefit Retirement Plan. Plan provisions designed to comply with certain provisions of the Pension Protection Act of 2006 ("PPA"); the Heroes Earnings Assistance and Relief Tax Act of 2008 ("HEART"); and the Worker, Retiree, and Employer Recovery Act of 2008 ("WRERA"); and Plan provisions designed to comply with certain provisions of additional changes in federal law and guidance from the Internal Revenue Service under Internal Revenue Service Notice 2012-76 (the 2012 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 Adopting Employer is adopting a plan document intended to comply with Internal Revenue Code Section 401(a), as updated by PPA, HEART, WRERA, and the 2012 Cumulative List with the applicable effective dates.

- (1) Complete this item (1) only if this is a new defined benefit plan which does not replace or restate an existing defined benefit plan.

The effective date of this Plan is _____.
(insert effective date of this Adoption Agreement not earlier than January 1, 2013).

- (2) Complete this item (2) only if this Plan is being adopted to replace a non-GMEBS defined benefit plan.

Except as otherwise specifically provided in the Master Document or in this Adoption Agreement, the effective date of this restatement shall be the _____ (insert effective date of this Adoption Agreement not earlier than January 1, 2013). This Plan is intended to replace and serve as an amendment and restatement of the Employer's preexisting plan, which became effective on _____ (insert original effective date of preexisting plan).

- (3) Complete this item (3) only if this is an amendment and complete restatement of the Adopting Employer's existing GMEBS defined benefit plan.

Except as otherwise specifically provided in the Master Document or in this Adoption Agreement, the effective date of this restatement shall be January 21, 2020 (insert effective date of this Adoption Agreement not earlier than January 1, 2013).

This Plan is adopted as an amendment and restatement of the Employer's preexisting GMEBS Adoption Agreement, which became effective on **January 6, 2020** (insert effective date of most recent Adoption Agreement preceding this Adoption Agreement).

The Employer's first Adoption Agreement became effective **September 1, 2003** (insert effective date of Employer's first GMEBS Adoption Agreement). The Employer's GMEBS Plan was originally effective **May 1, 1984** (insert effective date of Employer's original GMEBS Plan). (If the Employer's Plan was originally a non-GMEBS Plan, then the Employer's non-GMEBS Plan was originally effective _____ (if applicable, insert effective date of Employer's original non-GMEBS Plan).)

8. PLAN YEAR

Plan Year means (check one):

- Calendar Year
- Employer Fiscal Year commencing _____.
- Other (must specify month and day commencing): **May 1.**

9. CLASSES OF ELIGIBLE EMPLOYEES

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

A. Eligible Regular Employees

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

- ALL** - All Regular Employees, provided they satisfy the minimum hour and other requirements specified under "Eligibility Conditions" below.
- ALL REGULAR EMPLOYEES EXCEPT** for the following employees (must specify; specific positions are permissible; specific individuals may not be named): **1) any person who is classified as a part-time or temporary employee; 2) contract personnel (e.g., department heads who have executed employment contracts with the Employer); and 3) participants in any plan superseded by the GMEBS retirement plan that became effective May 1, 1984 who declined to waive benefits under said superseded plan.**

B. Elected or Appointed Members of the Governing Authority

An Adopting Employer may elect to permit participation in the Plan by elected or appointed members of the Governing Authority and/or Municipal Legal Officers, provided they otherwise

meet the Master Plan's definition of "Employee" and provided they satisfy any other requirements specified by the Adopting Employer. Municipal Legal Officers to be covered must be specifically identified by position. Subject to the above conditions, the Employer hereby elects the following treatment for elected and appointed officials:

(1) Elected or Appointed Members of the Governing Authority (check one):

- ARE NOT eligible to participate in the Plan.
- ARE eligible to participate in the Plan.

Please specify any limitations on eligibility to participate here (e.g., service on or after certain date, or special waiting period provision): **Each elected member of the Governing Authority who holds elective office of the City on November 6, 1989, shall be qualified to participate in the Plan on said date. Each other elected member of the Governing Authority who holds an office of the City after November 6, 1989, shall be qualified to participate in the Plan on the first day of the month immediately following or coinciding with the first date after November 6, 1989, that he or she becomes an elected member of the Governing Authority. (Participation became mandatory effective September 1, 2003. See Section 12 of this Adoption Agreement concerning mandatory participation in the Plan). In accordance with Section 4.03(b) of the Master Plan, an elected or appointed member of the Governing Authority who initially takes office or returns to office on or after January 1, 2015, shall be qualified to participate in the Plan on the date he or she initially takes such office or returns to office.**

A former Participant who is an elected member of the Governing Authority authorized to participate in the Plan pursuant to this provision and who is reelected after a termination may resume participation on the date of his or her reentry into elected office, but the time he or she was absent shall not be taken into account for the purpose of calculating benefits under the Plan. Such Participant must, however, make the required Employee Contributions beginning with his or her most recent term of office. Additionally, such a Participant who returns to office prior to August 18, 2014, shall repay in a single lump sum any amounts previously withdrawn plus interest calculated at a rate of five percent (5%) per annum as a condition precedent to receiving credit for Service prior to his or her most recent term of office. Such a Participant who returns to office on or after August 18, 2014 shall as a condition precedent to receiving credit for Service prior to his most recent term of office repay in a single lump sum within six (6) months following his or her return to such office any amounts previously withdrawn plus interest calculated at the assumed actuarial rate of return for the GMEBS Retirement Fund established by the Board as of date of repayment, compounded annually from the date of the return of Contributions through the date of repayment (see General Addendum paragraph 15(b)(9)).

(2) Municipal Legal Officers (check one):

- ARE NOT eligible to participate in the Plan.

- ARE** eligible to participate in the Plan. The term "Municipal Legal Officer" shall include only the following positions (**must specify - specific positions are permissible; specific individuals may not be named**): _____.

Please specify any limitations on eligibility to participate here (e.g., service on or after certain date) (**must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**): Only Municipal Legal Officers in office on November 6, 1989 are eligible to participate in the Plan. Benefits for said Municipal Legal Officers shall be determined in accordance with the terms in effect upon their Termination of employment with the City. Municipal Legal Officers initially elected or appointed to office after November 6, 1989 shall not be eligible to participate in the Plan and the service and earnings of said officers shall not be taken into account for any purpose under the Plan. The term "Municipal Legal Officer" means the City Attorney and the municipal legal officer elected or appointed to preside over the court of the City of College Park.

10. ELIGIBILITY CONDITIONS

A. Hours Per Week (Regular Employees)

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

- No minimum
- 20 hours/week (regularly scheduled)
- 30 hours/week (regularly scheduled)
- Other: **40 hours/week** (must not exceed 40 hours/week regularly scheduled)

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

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

Minimum hour requirement applicable to excepted Regular Employees:

- No minimum
- 20 hours/week (regularly scheduled)
- 30 hours/week (regularly scheduled)
- Other: _____ (must not exceed 40 hours/week regularly scheduled)

B. Months Per Year (Regular Employees)

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

- No minimum
- At least **6** months per year (regularly scheduled)

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

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

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

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

11. WAITING PERIOD

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

12. ESTABLISHING PARTICIPATION IN THE PLAN

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

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

- None (Participation is mandatory for all Eligible Employees except as provided in Section 4.03(e) of the Master Plan).

- Participation is optional for the following Eligible Employees (**must specify - specific positions are permissible; specific individuals may not be named; all positions or classes specified must be Eligible Employees**): _____.

13. CREDITED SERVICE

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

A. Credited Past Service with Adopting Employer

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

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

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

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

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

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

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

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

Other limitation(s) on Recognition of Credited Past Service (**must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i): In addition to the above limitations, Credited Past Service shall not include any tenure of office as an elected or appointed member of the Governing Authority unless the Participant was serving as an elected or appointed member of the Governing Authority on May 1, 1984 or November 6, 1989. With respect to a Participant who was serving as an elected or appointed member of the Governing Authority on November 6, 1989, the Participant shall be required to pay any Employee Contributions, with interest, that would have otherwise been payable under the Plan during the years and months for which Credited Past Service is sought, in order to receive such Credited Past Service.**

(3) **Eligible Employees Initially Employed After Effective Date.** If an Eligible Employee's initial employment date is after the original Effective Date of the Employer's GMEBS Plan, his Credited Past Service shall include only the number of years and complete months of Service from his initial employment date to the date he becomes a Participant in the Plan.

(4) **Newly Eligible Classes of Employees.** If a previously ineligible class of Employees becomes eligible to participate in the Plan, the Employer must specify in an addendum to this Adoption Agreement whether and to what extent said Employees' prior service with the Employer shall be treated as Credited Past Service under the Plan.

B. Prior Military Service

Note: This Section does not concern military service required to be credited under USERRA – See Section 3.02 of the Master Plan for rules on the crediting of USERRA Military Service.

(1) Credit for Prior Military Service.

The Adopting Employer may elect to treat military service rendered prior to a Participant's initial employment date or reemployment date as Credited Service under the Plan. Unless otherwise specified by the Employer under "Other Conditions" below, the term "Military Service" shall be as defined in the Master Plan. Except as otherwise required by federal or state law or under "Other Conditions" below, Military Service shall not include service which is credited under any other local, state, or federal retirement or pension plan.

Military Service credited under this Section shall not include any service which is otherwise required to be credited under the Plan by federal or state law. Prior Military Service shall be treated as follows (**check one**):

- Prior Military Service is **not** creditable under the Plan (if checked, skip to **Section 13.C. – Prior Governmental Service**).
- Prior Military Service shall be counted as Credited Service for the following purposes (check one or more as applicable):
 - Computing amount of benefits payable.
 - Meeting minimum service requirements for vesting.
 - Meeting minimum service requirements for benefit eligibility.

(2) Maximum Credit for Prior Military Service.

Credit for Prior Military Service shall be limited to a maximum of **4** years (insert number).

(3) Rate of Accrual for Prior Military Service.

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

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

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

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

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

fifteen (15) days of creditable prior Military Service shall constitute one (1) complete month of Credited Service under the Plan. Notwithstanding any provision to the contrary and subject to the limitations of this Section 13(B), prior Military Service which otherwise meets said definition shall be counted for purposes of this Section 13(B) even if it is credited toward retirement under another local, state, or federal retirement or pension plan.

The Plan was amended effective February 1, 2015, to allow up to four (4) years of Prior Military Service to count as Credited Service for the purpose of computing benefits payable under the Plan. The Plan was amended effective July 15, 2019, to allow Prior Military Service credit to count as Credited Service for the purpose of meeting minimum Service requirements for benefit eligibility (in addition to computing amount of benefits payable) under the Plan, including but not limited to satisfying the minimum Service requirements for Early Retirement, Normal Retirement and Alternative Normal Retirement for Participants who Terminate on or after July 15, 2019, satisfying the minimum Service requirements for Terminated Vested death benefits payable under the Plan for Participants who Terminate on or after July 15, 2019, and satisfying the eligibility requirements (e.g., "Rule of" requirements) under any Early Retirement Incentive Addendum adopted by the Employer on or after July 15, 2019, unless otherwise specified by the Employer.

Limitations on Service Credit Purchases. Unless otherwise specified in an Addendum to the Adoption Agreement, for purposes of this Section and Section 13.C. concerning prior governmental service credit, the term "actuarial cost of service credit" is defined as set forth in the Service Credit Purchase Addendum. In the case of a service credit purchase, the Participant shall be required to comply with any rules and regulations established by the GMEBS Board of Trustees concerning said purchases.

C. Prior Governmental Service

Note: A Participant's prior service with other GMEBS employers shall be credited for purposes of satisfying the minimum service requirements for Vesting and eligibility for Retirement and pre-retirement death benefits as provided under Section 9.05 of the Master Plan, relating to portability service. This Section 13(C) does not need to be completed in order for Participants to receive this portability service credit pursuant to Section 9.05 of the Master Plan.

(1) Credit for Prior Governmental Service.

The Adopting Employer may elect to treat governmental service rendered prior to a Participant's initial employment date or reemployment date as creditable service under the Plan. Subject to any limitations imposed by law, the term "prior governmental service" shall be as defined by the Adopting Employer below. The Employer elects to treat prior governmental service as follows (**check one**):

- Prior governmental service is **not** creditable under the Plan (**if checked, skip to Section 13.D. – Unused Sick/Vacation Leave**).
- Prior governmental service shall be counted as Credited Service for the following purposes under the Plan (**check one or more as applicable**):

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

(2) Definition of Prior Governmental Service.

Prior governmental service shall be defined as follows: **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)):** _____.

Unless otherwise specified above, prior governmental service shall include only full-time service (minimum hour requirement same as that applicable to Eligible Regular Employees).

(3) Maximum Credit for Prior Governmental Service.

Credit for prior governmental service shall be limited to a maximum of _____ years **(insert number)**.

(4) Rate of Accrual for Prior Governmental Service Credit.

Credit for prior governmental service shall accrue at the following rate **(check one)**:

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

(5) Payment for Prior Governmental Service Credit.

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

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

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

(1) Credit for Unused Paid Time Off.

Subject to the limitations in Section 3.01 of the Master Plan, an Adopting Employer may elect to treat accumulated days of unused paid time off for a terminated Participant, for which the Participant is not paid, as Credited Service. The only type of leave permitted to be credited under this provision is leave from a paid time off plan which qualifies as a bona fide sick and vacation leave plan (which may include sick, vacation or personal leave) and which the Participant may take as paid leave without regard to whether the leave is due to illness or incapacity. The Credited Service resulting from the conversion of unused paid time off must not be the only Credited Service applied toward the accrual of a normal retirement benefit under the Plan. The Pension Committee shall be responsible to certify to GMEBS the total amount of unused paid time off that is creditable hereunder.

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

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

- Unused paid time off shall **not** be treated as Credited Service (**if checked, skip to Section 14 – Retirement Eligibility**).
- The following types of unused paid time off for which the Participant is not paid shall be treated as Credited Service under the Plan (**check one or more as applicable**):
 - Unused sick leave
 - Unused vacation leave
 - Unused personal leave
 - Other paid time off (**must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**): _____.

(2) Minimum Service Requirement.

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

- The Participant must be 100% vested in a normal retirement benefit.

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

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

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

(4) Maximum Credit for Unused Paid Time Off.

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

(5) Computation of Unused Paid Time Off.

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

(6) Other Conditions (please specify, subject to limitations in Section 3.01 of Master Plan; must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): _____.

14. RETIREMENT ELIGIBILITY

A. Early Retirement Qualifications

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

- Attainment of age 52 (**insert number**)
- Completion of 10 years (**insert number**) of Total Credited Service

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

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

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

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

B. Normal Retirement Qualifications

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

(1) Regular Employees

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

- Attainment of age **62** (insert number)
- Completion of **5** years (insert number) of Total Credited Service
- In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and is at least age 62 (unless a lower safe-harbor age is permitted under applicable federal law), subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to (check one): all Participants only the following class(es) of Participants (must specify - specific positions are permissible; specific individuals may not be named): _____.

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

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

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

- Attainment of age _____ (insert number)
- Completion of _____ years (insert number) of Total Credited Service
- In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and is at least age 62 (unless a lower safe-harbor age is permitted under applicable federal law), subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This

rule shall apply to (check one): all Participants only the following class(es) of Participants (must specify - specific positions are permissible; specific individuals may not be named): _____.

(2) **Elected or Appointed Members of Governing Authority**

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

- Attainment of age **62** (insert number)
- Completion of **5** years (insert number) of Total Credited Service
- In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and is at least age 62 (unless a lower safe-harbor age is permitted under applicable federal law), subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to (check one): all Participants only the following class(es) of Participants (must specify - specific positions are permissible; specific individuals may not be named): **Elected or appointed members of the Governing Authority, effective on or after May 1, 2019.**

Exceptions: If different normal retirement qualifications apply to particular elected or appointed members of the Governing Authority or Municipal Legal Officers, the Employer must specify below to whom the different requirements apply and indicate below the requirements applicable to them.

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

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

- Attainment of age _____ (insert number)
- Completion of _____ years (insert number) of Total Credited Service
- In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and is at least age 62 (unless a lower safe-harbor age is permitted under applicable federal law), subject to applicable Plan provisions concerning recalculation and offset applied at re-

retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: all Participants only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

C. Alternative Normal Retirement Qualifications

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

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

- (1) Not applicable (the Adopting Employer does not offer alternative normal retirement benefits under the Plan).
- (2) **Alternative Minimum Age & Service Qualifications (if checked, please complete one or more items below, as applicable):**
 - Attainment of age **60 (insert number)**
 - Completion of **25 years (insert number)** of Total Credited Service
 - In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and is at least age 62 (unless a lower safe-harbor age is permitted under applicable federal law), subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: all Participants only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

This alternative normal retirement benefit is available to:

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

A Participant **(check one)**: is required is not required to be in the service of the Employer at the time he satisfies the above qualifications in order to qualify for this alternative normal retirement benefit.

Other eligibility requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the**

definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i):
_____.

- (3) **Rule of _____ (insert number).** The Participant's combined Total Credited Service and age must equal or exceed this number. Please complete additional items below:

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

- Must have attained at least age _____ (**insert number**)
- Must not satisfy any minimum age requirement
- In-Service Distribution to Eligible Employees permitted (*i.e.*, a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if the Participant meets the minimum age and service requirements specified immediately above and is at least age 62 (unless a lower safe-harbor age is permitted under applicable federal law), subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to (**check one**): all Participants only the following class(es) of Participants (**must specify - specific positions are permissible; specific individuals may not be named**): _____.

This alternative normal retirement benefit is available to:

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

A Participant (**check one**): is required is not required to be in the service of the Employer at the time he satisfies the Rule in order to qualify for this alternative normal retirement benefit.

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

- (4) **Alternative Minimum Service.** A Participant is eligible for an alternative normal retirement benefit if he has at least 25 years (**insert number**) of Total Credited Service, regardless of the Participant's age.
- In-Service Distribution to Eligible Employees permitted (*i.e.*, a qualifying Participant may commence receiving retirement benefits while in service

without first incurring a Bona Fide Separation from Service), if the Participant meets the minimum service requirement specified immediately above and is at least age 62 (unless a lower safe-harbor age is permitted under applicable federal law), subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: all Participants only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

This alternative normal retirement benefit is available to:

- All Participants who qualify.
- Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: Eligible Regular Employees whose most recent employment date with the City is prior to January 1, 1983.

A Participant **(check one)**: is required is not required to be in the service of the Employer at the time he satisfies the qualifications for this alternative normal retirement benefit.

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

(5) Other Alternative Normal Retirement Benefit.

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

- In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if the Participant meets minimum age and service requirements specified immediately above and is at least age 62 (unless a lower safe-harbor age is permitted under applicable federal law), subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: all Participants only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

This alternative normal retirement benefit is available to:

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

A Participant (**check one**): is required is not required to be in the service of the Employer at the time he satisfies the qualifications for this alternative normal retirement benefit.

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

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

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

- In-Service Distribution to Eligible Employees who are Public Safety Employees permitted (*i.e.*, a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if the Participant meets minimum age and service requirements specified immediately above and is at least age 50 (unless a lower safe-harbor age is permitted under applicable federal law), subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to (**check one**): all Participants only the following class(es) of Participants (**must specify - specific positions are permissible; specific individuals may not be named**): _____.

This alternative normal retirement benefit is available to:

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

A public safety employee Participant (**check one**): is required is not required to be in the service of the Employer at the time he satisfies the qualifications for this alternative normal retirement benefit.

Other eligibility requirement (**must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the**

definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i):
_____.

Note: "Public safety employees" are defined under the Internal Revenue Code for this purpose as employees of a State or political subdivision of a State who provide police protection, firefighting services, or emergency medical services for any area within the jurisdiction of such State or political subdivision.

D. Disability Benefit Qualifications

Subject to the other terms and conditions of the Master Plan and except as otherwise provided in an Addendum to this Adoption Agreement, disability retirement qualifications are based upon Social Security Administration award criteria or as otherwise provided under Section 2.23 of the Master Plan. The Disability Retirement benefit shall commence as of the Participant's Disability Retirement Date under Section 2.24 of the Master Plan.

To qualify for a disability benefit, a Participant must have the following minimum number of years of Total Credited Service (**check one**):

- Not applicable (the Adopting Employer does not offer disability retirement benefits under the Plan).
- No minimum.
- _____ years (**insert number**) of Total Credited Service.

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

15. RETIREMENT BENEFIT COMPUTATION

A. Maximum Total Credited Service

The number of years of Total Credited Service which may be used to calculate a benefit is (**check one or all that apply**):

- not limited.
- limited to _____ years for all Participants.
- limited to **40** years for the following classes of Eligible Regular Employees:
 - All Eligible Regular Employees.
 - Only the following Eligible Regular Employees: **Eligible Regular Employees who: (i) were employed on October 1, 2000, (ii) terminated prior to July 15, 2019, and (iii) in accordance with the terms of the Ordinance which became effective October 1, 2000, elected to continue contributing 3% (rather than 6%) of their Earnings to the Plan and**

who are subject to the 2.5% benefit formula (see subsection 15(B)(1)(b) below).

- limited to _____ years as an elected or appointed member of the Governing Authority.
- limited to _____ years as a Municipal Legal Officer.
- Other (must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): **For all Participants terminating prior to July 15, 2019, other than those to whom the 40 year cap described above in this subsection 15(A) applies, the number of years of Total Credited Service which may be used to calculate a benefit is limited to 33 years. The number of years of Total Credited Service that may be used to calculate a benefit of a Participant who Terminates on or after July 15, 2019, is not limited.**

B. Monthly Normal Retirement Benefit Amount

(1) Regular Employee Formula

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

- (a) **Flat Percentage Formula. 2.75% (insert percentage) of Final Average Earnings multiplied by years of Total Credited Service as an Eligible Regular Employee.**

This formula applies to:

- All Participants who are Regular Employees.
- Only the following Participants (must specify - specific positions are permissible; specific individuals may not be named): **Participants who are Eligible Regular Employees, except those to whom the Alternative Flat Percentage Formula in subsection (b) below applies.**
- (b) **Alternative Flat Percentage Formula. 2.5% (insert percentage) of Final Average Earnings multiplied by years of Total Credited Service as an Eligible Regular Employee. This formula applies to the following Participants (must specify - specific positions are permissible; specific individuals may not be named): Eligible Regular Employees employed on October 1, 2000 who, in accordance with the terms of the Ordinance which became effective October 1, 2000, elected to continue contributing 3% of their Earnings to the Plan (rather than the new rate of 6%).**

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

This formula applies to:

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

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

This formula applies to:

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

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

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

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

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

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

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

(3) Final Average Earnings

Unless otherwise specified in an Addendum to the Adoption Agreement, Final Average Earnings is defined as the monthly average of Earnings paid to a Participant by the Adopting Employer for the _____ **(insert number not to exceed 60)** consecutive months of Credited Service preceding the Participant's most recent Termination in which the Participant's Earnings were the highest, multiplied by 12. Note: GMEBS has prescribed forms for calculation of Final Average Earnings that must be used for this purpose. **(See General Addendum Section 7)**

This definition of Final Average Earnings applies to:

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

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

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

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

- Not applicable (elected or appointed members of the Governing Authority or Municipal Legal Officers are not permitted to participate in the Plan).
- \$100.00 (insert dollar amount)** per month for each year of Total Credited Service as an elected or appointed member of the Governing Authority or Municipal Legal Officer or major fraction thereof (6 months and 1 day).

This formula applies to:

- All elected or appointed members of the Governing Authority or Municipal Legal Officers eligible to participate.
- Only the following elected or appointed members of the Governing Authority or Municipal Legal Officers eligible to participate (**must specify - specific positions are permissible; specific individuals may not be named**): All elected or appointed members of the Governing Authority who hold such office on or after August 18, 2014, except as provided below with respect to Participants serving as Mayor on or after March 6, 2017.

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

- Not applicable (elected or appointed members of the Governing Authority or Municipal Legal Officers are not permitted to participate in the Plan).
- \$115.00 (insert dollar amount)** per month for each year of Total Credited Service as an elected or appointed member of the Governing Authority or Municipal Legal Officer or major fraction thereof (6 months and 1 day).

This formula applies to:

- All elected or appointed members of the Governing Authority or Municipal Legal Officers eligible to participate.
- Only the following elected or appointed members of the Governing Authority or Municipal Legal Officers eligible to participate (**must specify**): Participants serving as Mayor on or after March 6, 2017, with respect to Credited Service as a Mayor.

[Repeat above subsection as necessary for each applicable formula for classes of elected or appointed members covered under the Plan.]

C. Monthly Early Retirement Benefit Amount

Check and complete one or more as applicable:

- (1) **Standard Early Retirement Reduction Table.** The monthly Early Retirement benefit shall be computed in the same manner as the monthly Normal Retirement benefit, but the benefit shall be reduced on an Actuarially Equivalent basis in accordance with Section 12.01 of the Master Plan to account for early commencement of benefits. This provision shall apply to:
 - All Participants.
 - Only the following Participants (**must specify - specific positions are permissible; specific individuals may not be named**):_____.
- (2) **Alternative Early Retirement Reduction Table.** The monthly Early Retirement benefit shall be computed in the same manner as the monthly Normal Retirement benefit, but the benefit shall be reduced to account for

early commencement of benefits based on the following table. This table shall apply to:

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

Alternative Early Retirement Reduction Table

<u>Number of Years Before Age 62</u> (check as applicable)	<u>Percentage of Normal Retirement Benefit*</u> (complete as applicable)
<input checked="" type="checkbox"/> 0	1.000
<input checked="" type="checkbox"/> 1	0.960
<input checked="" type="checkbox"/> 2	0.920
<input checked="" type="checkbox"/> 3	0.880
<input checked="" type="checkbox"/> 4	0.840
<input checked="" type="checkbox"/> 5	0.800
<input checked="" type="checkbox"/> 6	0.760
<input checked="" type="checkbox"/> 7	0.720
<input checked="" type="checkbox"/> 8	0.680
<input checked="" type="checkbox"/> 9	0.640
<input checked="" type="checkbox"/> 10	0.600
<input type="checkbox"/> 11	0.____
<input type="checkbox"/> 12	0.____
<input type="checkbox"/> 13	0.____
<input type="checkbox"/> 14	0.____
<input type="checkbox"/> 15	0.____

*Interpolate for whole months

D. Monthly Late Retirement Benefit Amount (check one):

- (1) The monthly Late Retirement benefit shall be computed in the same manner as the Normal Retirement Benefit, based upon the Participant's Accrued Benefit as of his Late Retirement Date.
- (2) The monthly Late Retirement benefit shall be the greater of: (1) the monthly retirement benefit accrued as of the Participant's Normal Retirement Date, actuarially increased in accordance with the actuarial table contained in Section 12.05 of the Master Plan; or (2) the monthly retirement benefit accrued as of the Participant's Late Retirement Date, without further actuarial adjustment under Section 12.06 of the Master Plan.

E. Monthly Disability Benefit Amount

The amount of the monthly Disability Benefit shall be computed in the same manner as the Normal Retirement benefit, based upon the Participant's Accrued Benefit as of his Disability Retirement Date.

Minimum Disability Benefit. The Adopting Employer may set a minimum Disability Benefit. The Employer elects the following minimum Disability benefit (**check one**): (see **General Addendum Paragraph 15(e)(6)**.)

- Not applicable (the Adopting Employer does not offer disability retirement benefits under the Plan).
- No minimum is established.
- No less than (**check one**): 20% 10% ____% (**if other than 20% or 10% insert percentage amount**) of the Participant's average monthly Earnings for the 12 calendar month period (excluding any period of unpaid leave of absence) immediately preceding his Termination of Employment as a result of a Disability. (Unless otherwise specified in an Addendum to the Adoption Agreement, no minimum will apply to elected or appointed members of the Governing Authority or Municipal Legal Officers.)
- No less than (**check one**): 66 2/3 % _____% (**if other than 66 2/3%, insert percentage amount**) of the Participant's average monthly Earnings for the 12 calendar month period (excluding any period of unpaid leave of absence) immediately preceding his Termination of Employment as a result of a Disability, less any monthly benefits paid from federal Social Security benefits as a result of disability as reported by the Employer. (Unless otherwise specified in an Addendum to the Adoption Agreement, no minimum will apply to elected or appointed members of the Governing Authority or Municipal Legal Officers.)

Note: The Adopting Employer is responsible for reporting to GMEBS any amounts to be used in an offset.

F. Minimum/Maximum Benefit For Elected Officials

In addition to any other limitations imposed by federal or state law, the Employer may impose a cap on the monthly benefit amount that may be received by elected or appointed members of the Governing Authority. The Employer elects (**check one**):

- Not applicable (elected or appointed members of the Governing Authority do not participate in the Plan).
- No minimum or maximum applies.

- Monthly benefit for Service as an elected or appointed member of the Governing Authority may not exceed 100% of the Participant's final salary as an elected or appointed member of the Governing Authority.
 - Other minimum or maximum (**must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**):
-

16. SUSPENSION OF BENEFITS FOLLOWING BONA FIDE SEPARATION OF SERVICE; COLA

A. Re-Employment as Eligible Employee After Normal, Alternative Normal, or Early Retirement and Following Bona Fide Separation of Service (see Master Plan Section 6.06(c) Regarding Re-Employment as an Ineligible Employee and Master Plan Section 6.06(e) and (f) Regarding Re-Employment After Disability Retirement)

(1) **Reemployment After Normal or Alternative Normal Retirement.** In the event that a Retired Participant 1) is reemployed with the Employer as an Eligible Employee (as defined in the Plan) after his Normal or Alternative Normal Retirement Date and after a Bona Fide Separation from Service, or 2) is reemployed with the Employer in an Ineligible Employee class, and subsequently again becomes an Eligible Employee (as defined in the Plan) due to the addition of such class to the Plan after his Normal or Alternative Normal Retirement Date, the following rule shall apply (**check one**):

- (a) The Participant's benefit shall be suspended in accordance with Section 6.06(a)(1) of the Master Plan for as long as the Participant remains employed.
- (b) The Participant may continue to receive his retirement benefit in accordance with Section 6.06(b) of the Master Plan. This rule shall apply to (**check one**): all Retired Participants only the following classes of Retired Participants (**must specify (specific positions are permissible; specific individuals may not be named) - benefits of those Retired Participants not listed shall be suspended in accordance with Section 6.06(a) of the Master Plan if they return to work with the Employer**): Retired Participants who return to Service as an elected or appointed member of the Governing Authority. Benefits for all other Retired Participants shall be suspended upon return to Service as provided above.

(2) **Reemployment After Early Retirement.** In the event a Participant Retires with an Early Retirement benefit after a Bona Fide Separation from Service 1) is reemployed with the Employer as an Eligible Employee before his Normal Retirement Date; or 2) is reemployed with the Employer in an Ineligible Employee class, and subsequently again becomes an Eligible

Employee (as defined in the Plan) before his Normal Retirement Date due to the addition of such class to the Plan, the following rule shall apply **(check one or more as applicable)**:

- (a) The Participant's Early Retirement benefit shall be suspended in accordance with Section 6.06(a)(1) of the Master Plan for as long as the Participant remains employed.

This rule shall apply to **(check one)**: all Retired Participants; only the following classes of Retired Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: Participants other than those described in subparagraph 15(A)(2)(c) below.

- (b) The Participant's Early Retirement benefit shall be suspended in accordance with Section 6.06(a)(1) of the Master Plan. However, the Participant may begin receiving benefits after he satisfies the qualifications for Normal Retirement or Alternative Normal Retirement, as applicable, and after satisfying the minimum age parameters of Section 6.06(a)(3) of the Master Plan, in accordance with Section 6.06(b)(2)(B)(i) of the Master Plan.

This rule shall apply to **(check one)**: all Retired Participants; only the following classes of Retired Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

- (c) The Participant's Early Retirement benefit shall continue in accordance with Section 6.06(b)(2)(B)(ii) of the Master Plan.

This rule shall apply to **(check one)**: all Retired Participants; only the following classes of Retired Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: Retired Participants who return to Service as elected or appointed members of the Governing Authority. Benefits for all other Retired Participants shall be suspended upon return to Service as provided above.

B. Cost Of Living Adjustment

The Employer may elect to provide for an annual cost-of-living adjustment (COLA) in the amount of benefits being received by Retired Participants and Beneficiaries, which shall be calculated and paid in accordance with the terms of the Master Plan. The Employer hereby elects the following **(check one)**:

- (1) No cost-of-living adjustment.
- (2) Variable Annual cost-of-living adjustment not to exceed _____% **(insert percentage)**.

- (3) Fixed annual cost-of-living adjustment equal to _____% **(insert percentage)**.

The above cost-of-living adjustment shall apply with respect to the following Participants (and their Beneficiaries) **(check one)**:

- All Participants (and their Beneficiaries).
- Participants (and their Beneficiaries) who terminate employment on or after _____ **(insert date)**.
- Other **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)); specific positions are permissible; specific individuals may not be named)**: _____.

The Adjustment Date for the above cost-of-living adjustment shall be (if not specified, the Adjustment Date shall be January 1): _____.

17. TERMINATION OF EMPLOYMENT BEFORE RETIREMENT; VESTING

A. Eligible Regular Employees

Subject to the terms and conditions of the Master Plan, a Participant who is an Eligible Regular Employee and whose employment is terminated for any reason other than death or retirement shall earn a vested right in his accrued retirement benefit in accordance with the following schedule **(check one)**:

- No vesting schedule (immediate vesting).**
- Cliff Vesting Schedule.** Benefits shall be 100% vested after the Participant has a minimum of 5 years **(insert number not to exceed 10)** of Total Credited Service. Benefits remain 0% vested until the Participant satisfies this minimum.
- Graduated Vesting Schedule.** Benefits shall become vested in accordance with the following schedule **(insert percentages)**:

COMPLETED YEARS OF TOTAL CREDITED SERVICE	VESTED PERCENTAGE
1	%
2	%
3	%
4	%
5	%
6	%
7	%

8	%
9	%
10	%

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

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

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

B. Elected or Appointed Members of the Governing Authority

Subject to the terms and conditions of the Master Plan, a Participant who is an elected or appointed member of the Governing Authority or a Municipal Legal Officer shall earn a vested right in his accrued retirement benefit for Credited Service in such capacity in accordance with the following schedule (**check one**):

- Not applicable (elected or appointed members of the Governing Authority are not permitted to participate in the Plan).
- No vesting schedule (immediate vesting).
- Other vesting schedule (**must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i): 5-year cliff vesting.**

18. PRE-RETIREMENT DEATH BENEFITS

A. In-Service Death Benefit

Subject to the terms and conditions of the Master Plan, the Employer hereby elects the following in-service death benefit, to be payable in the event that an eligible Participant's employment with the Employer is terminated by reason of the Participant's death prior to Retirement (**check and complete one**):

- (1) **Auto A Death Benefit.** A monthly benefit payable to the Participant's Pre-Retirement Beneficiary, equal to the decreased monthly retirement benefit that would have otherwise been payable to the Participant, had he elected a 100% joint and survivor benefit under Section 7.03 of the Master Plan. In order to be eligible for this benefit, a Participant must meet the following requirements (**check one**):
 - The Participant must be vested in a normal retirement benefit.

- The Participant must have _____ years (**insert number**) of Total Credited Service.
- The Participant must be eligible for Early or Normal Retirement.
- Other eligibility requirement (**must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**): _____.

(2) **Actuarial Reserve Death Benefit.** A monthly benefit payable to the Participant's Pre-Retirement Beneficiary, actuarially equivalent to the reserve required for the Participant's anticipated Normal Retirement benefit, provided the Participant meets the following eligibility conditions (**check one**):

- The Participant shall be eligible upon satisfying the eligibility requirements of Section 8.02(c) of the Master Plan.
- The Participant must have _____ years (**insert number**) of Total Credited Service.
- Other eligibility requirement (**must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**): _____.

Imputed Service. For purposes of computing the actuarial reserve death benefit, the Participant's Total Credited Service shall include (**check one**):

- Total Credited Service accrued prior to the date of the Participant's death.
- Total Credited Service accrued prior to the date of the Participant's death, plus (**check one**): one-half (1/2) _____ (**insert other fraction**) of the Service between such date of death and what would otherwise have been the Participant's Normal Retirement Date. (**See Master Plan Section 8.02(b) regarding 10-year cap on additional Credited Service.**)

Minimum In-Service Death Benefit for Vested Employees Equal to Terminated Vested Death Benefit. Unless otherwise specified under "Exceptions" below, if a Participant's employment is terminated by reason of the Participant's death prior to Retirement, and if as of the date of death the Participant is vested but he does not qualify for the in-service death benefit, then the Auto A Death Benefit will be payable, provided the Auto A Death Benefit is made available to terminated vested employees under the Adoption Agreement (see "Terminated Vested Death Benefit" below).

(3) **Exceptions:** If an in-service death benefit other than that specified above applies to one or more classes of Participants, the Employer must specify below the death benefit payable, the class(es) to whom the different death benefit applies, and the eligibility conditions for said death benefit.

Alternative Death Benefit (must specify formula that satisfies the definite written program and definitely determinable requirements of Treasury Regulations Sections 1.401-1(a)(2) and 1.401-1(b)(1)(i) and does not violate limits applicable to governmental plans under Code Sections 401(a)(17) and 415): 75% of monthly Retirement benefit accrued as of the date of the Participant's death, but not less than the greater of \$200 per month or the amount that would have been payable under the Auto A Terminated Vested death benefit had the Participant Terminated employment prior to his or her death. See also General Addendum subsection 15(f).

Participants to whom alternative death benefit applies (must specify - specific positions are permissible; specific individuals may not be named): All Participants, provided they are in the active Service of the City for the five (5) years immediately preceding their death.

Eligibility conditions for alternative death benefit (must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): See General Addendum subsection 15(f) for additional terms and conditions concerning payment of the in-service death benefit.

B. Terminated Vested Death Benefit

(1) **Complete this Section only if the Employer offers a terminated vested death benefit.** The Employer may elect to provide a terminated vested death benefit, to be payable in the event that a Participant who is vested dies after termination of employment but before Retirement benefits commence. Subject to the terms and conditions of the Master Plan, the Employer hereby elects the following terminated vested death benefit (**check one**):

- Auto A Death Benefit.** A monthly benefit payable to the Participant's Pre-Retirement Beneficiary, equal to the decreased monthly retirement benefit that would have otherwise been payable to the Participant had he elected a 100% joint and survivor benefit under Section 7.03 of the Master Plan.
- Accrued Retirement Benefit.** A monthly benefit payable to the Participant's Pre-Retirement Beneficiary which shall be actuarially equivalent to the Participant's Accrued Normal Retirement Benefit determined as of the date of death.

(2) **Exceptions:** If a terminated vested death benefit other than that specified above applies to one or more classes of Participants, the Employer must specify below the death benefit payable, the class(es) to whom the different death benefit applies, and the eligibility conditions for said death benefit.

Alternative Death Benefit (must specify formula that satisfies the definite written program and definitely determinable requirements of Treasury Regulations Sections 1.401-1(a)(2) and 1.401-1(b)(1)(i) and does not violate limits applicable to governmental plans under Code Sections 401(a)(17) and 415): No Terminated Vested Death Benefit.

Participants to whom alternative death benefit applies (**must specify - specific positions are permissible; specific individuals may not be named**): Participants who terminated employment prior to October 1, 2016 and do not become reemployed on or after such date.

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

19. EMPLOYEE CONTRIBUTIONS

(1) Employee contributions (check one):

- Are not required.
- Are required in the amount of _____ % (**insert percentage**) of Earnings for all Participants.
- Are required in the amount of 6.0% (**insert percentage**) of Earnings for Participants in the following classes (**must specify - specific positions are permissible; specific individuals may not be named**): All Participants, except as described below with respect to Participants who elected to continue making Employee Contributions in the amount of 3.0%, in accordance with and subject to the terms of the Ordinance which became effective October 1, 2000.
- Are required in the amount of 3.0% (**insert percentage**) of Earnings for Participants in the following classes (**must specify - specific positions are permissible; specific individuals may not be named**): Elected members of the Governing Authority and those Eligible Regular Employees employed on October 1, 2000, who elected to remain subject to the 2.5% benefit formula rather than the 2.75% benefit formula shall be required to contribute 3.0% of Earnings to the Plan, in accordance with and subject to the terms of the Ordinance which became effective October 1, 2000.

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

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

The Employer hereby elects (**check one**):

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

- Not to pick up Employee Contributions.

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

- Interest shall not be paid.
- Interest shall be paid on a refund of Employee Contributions at a rate established by GMEBS from time to time.
- Other rate of interest (**must specify rate in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i): 3% per annum (but see General Addendum paragraph 15(b)(8) regarding a higher interest rate for certain discharged employees).**)

20. MODIFICATION OF THE TERMS OF THE ADOPTION AGREEMENT

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

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

21. TERMINATION OF THE ADOPTION AGREEMENT

This Adoption Agreement (and any Addendum) may be terminated only in accordance with the Plan. The Administrator will inform the Adopting Employer in the event the Board should decide to discontinue this volume submitter program.

22. EMPLOYER ADOPTION AND AUTHORIZATION FOR AMENDMENTS

Adoption. The Adopting Employer hereby adopts the terms of the Adoption Agreement and any Addendum, which is attached hereto and made a part of this ordinance. The Adoption Agreement (and, if applicable, the Addendum) sets forth the Employees to be covered by the Plan, the benefits to be provided by the Adopting Employer under the Plan, and any conditions imposed by the Adopting Employer with respect to, but not inconsistent with, the Plan. The Adopting Employer reserves the right to amend its elections under the Adoption Agreement and any Addendum, so long as the amendment is not inconsistent with the Plan or the Internal Revenue Code or other applicable law and is approved by the Board of Trustees of GMEBS. The Adopting Employer acknowledges that it may not be able to rely on the volume submitter advisory letter if it makes certain elections under the Adoption Agreement or the Addendum.

The Adopting Employer hereby agrees to abide by the Master Plan, Trust Agreement, and rules and regulations adopted by the Board of Trustees of GMEBS, as each may be amended from time to time, in all matters pertaining to the operation and administration of the Plan. It is intended that the Act creating the Board of Trustees of GMEBS, this Plan, and the rules and regulations of the Board are to be construed in harmony with each other. In the event of a conflict between the provisions of any of the foregoing, they shall govern in the following order:

- (1) The Act creating the Board of Trustees of The Georgia Municipal Employees' Benefit System, O.C.G.A. Section 47-5-1 *et seq.* (a copy of which is included in the Appendix to the Master Defined Benefit Plan Document) and any other applicable provisions of O.C.G.A. Title 47;
- (2) The Master Defined Benefit Plan Document and Trust Agreement;
- (3) This Ordinance and Adoption Agreement (and any Addendum); and
- (4) The rules and regulations of the Board.

In the event that any section, subsection, sentence, clause or phrase of this Plan shall be declared or adjudged invalid or unconstitutional, such adjudication shall in no manner affect the previously existing provisions or the other section or sections, subsections, sentences, clauses or phrases of this Plan, which shall remain in full force and effect, as if the section, subsection, sentence, clause or phrase so declared or adjudicated invalid or unconstitutional were not originally a part hereof. The Governing Authority hereby declares that it would have passed the remaining parts of this Plan or retained the previously existing provisions if it had known that such part or parts hereof would be declared or adjudicated invalid or unconstitutional.

This Adoption Agreement (and any Addendum) may only be used in conjunction with Georgia Municipal Employees Benefit System Master Defined Benefit Retirement Plan Document approved by the Internal Revenue Service under advisory letter J501718a dated March 30, 2018. The Adopting Employer understands that failure to properly complete this Adoption Agreement (or any Addendum), or to operate and maintain the Plan and Trust in accordance with the terms of the completed Adoption Agreement (and any Addendum), Master Plan Document and Trust, may

result in disqualification of the Adopting Employer's Plan under the Internal Revenue Code. Inquiries regarding the adoption of the Plan, the meaning of Plan provisions, or the effect of the IRS advisory letter should be directed to the Administrator. The Administrator is Georgia Municipal Employees Benefit System, with its primary business offices located at: 201 Pryor Street, SW, Atlanta, Georgia, 30303. The business telephone number is: (404) 688-0472. The primary person to contact is: GMEBS Legal Counsel.

Authorization for Amendments. Effective on and after February 17, 2005, the Adopting Employer hereby authorizes the volume submitter practitioner who sponsors the Plan on behalf of GMEBS to prepare amendments to the Plan, for approval by the Board, on its behalf as provided under Revenue Procedure 2005-16, as superseded by Revenue Procedure 2015-36, Revenue Procedure 2011-49, and Announcement 2005-37. Effective January 1, 2013, Georgia Municipal Association, Inc., serves as the volume submitter practitioner for the Plan. Employer notice and signature requirements were met for the Adopting Employer before the effective date of February 17, 2005. The Adopting Employer understands that the implementing amendment reads as follows:

On and after February 17, 2005, the Board delegates to the Practitioner the authority to advise and prepare amendments to the Plan, for approval by the Board, on behalf of all Adopting Employers, including those Adopting Employers who have adopted the Plan prior to the January 1, 2013, restatement of the Plan, for changes in the Code, the regulations thereunder, revenue rulings, other statements published by Internal Revenue Service, including model, sample, or other required good faith amendments (but only if their adoption will not cause such Plan to be individually designed), and for corrections of prior approved plans. These amendments shall be applied to all Adopting Employers. Employer notice and signature requirements have been met for all Adopting Employers before the effective date of February 17, 2005. In any event, any amendment prepared by the Practitioner and approved by the Board will be provided by the Administrator to Adopting Employers.

Notwithstanding the foregoing paragraph, no amendment to the Plan shall be prepared on behalf of any Adopting Employer as of either:

- the date the Internal Revenue Service requires the Adopting Employer to file Form 5300 as an individually designed plan as a result of an amendment by the Adopting Employer to incorporate a type of Plan not allowable in a volume submitter plan as described in Revenue Procedure 2015-36; or
- as of the date the Plan is otherwise considered an individually designed plan due to the nature and extent of the amendments.

If the Adopting Employer is required to obtain a determination letter for any reason in order to maintain reliance on the advisory letter, the Practitioner's authority to amend the Plan on behalf of the Adopting Employer is conditioned on the Plan receiving a favorable determination letter.

The Adopting Employer further understands that, if it does not give its authorization hereunder or, in the alternative, adopt another pre-approved plan, its Plan will become an individually designed plan and will not be able to rely on the volume submitter advisory letter.

AN ORDINANCE (continued from page 1)

Section 2. Except as otherwise specifically required by law or by the terms of the Master Plan or Adoption Agreement (or any Addendum), the rights and obligations under the Plan with respect to persons whose employment with the City was terminated or who vacated his office with the City for any reason whatsoever prior to the effective date of this Ordinance are fixed and shall be governed by such Plan, if any, as it existed and was in effect at the time of such termination.

Section 3. The effective date of this Ordinance shall be January 21, 2020.

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

Approved by the Mayor and Council of the City of College Park, Georgia this _____ day of _____, 20_____.

Attest:

CITY OF COLLEGE PARK, GEORGIA

City Clerk

Mayor

(SEAL)

Approved:

City Attorney

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

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

Board of Trustees
Georgia Municipal Employees
Benefit System

(SEAL)

Secretary

**GENERAL ADDENDUM TO THE
GEORGIA MUNICIPAL EMPLOYEES BENEFIT SYSTEM
DEFINED BENEFIT RETIREMENT PLAN
ADOPTION AGREEMENT**

This is an Addendum to the Adoption Agreement completed by the City of College Park, Georgia, as follows (complete one or more sections, as applicable):

*** Items (1) through (3) of General Addendum – Not Applicable ***

- (4) **Credited Past Service under the Plan for specified classes of employees (see Section 13 of Adoption Agreement regarding Credited Past Service):**

If an individual initially employed prior to July 1, 1991, did not elect to become a Participant as of the date he was first qualified to do so, he or she shall become a Participant on July 1, 1991; provided, however that the Credited Past Service of said Participant will not include the period of Service from the date he or she was first qualified to become a Participant to the date he or she became a Participant, or any creditable Past Service due on the date he or she was first qualified to become a Participant under the Plan.

- (5) **One-time or Ad-hoc Cost-of-Living Adjustments (see Section 6.05(d) of Master Plan regarding Cost of Living Adjustment) (check, as applicable):**

- (a) **One-Time Increase for Retired Participants. Effective September 1, 2019 (or, in the event GMEBS does not receive the executed Plan documents from the City by August 15, 2019, effective the first day of the month coinciding with or next following the date that is one full calendar month after the date on which GMEBS receives the executed Plan documents from the City) (specify effective date), the monthly benefit amount being paid to Retired Participants in pay status immediately prior to such date shall be increased on a one-time basis by 1% (specify dollar amount or percentage increase). Said increases shall first be included in monthly benefit payments for the month of September 1, 2019 (or, in the event GMEBS does not receive the executed Plan documents from the City by August 15, 2019, for the**

month for which the one-time increase takes effect in accordance with this subparagraph 5(a)) (specify month and year). This provision shall not be construed or interpreted to create or establish any right or entitlement to any future or additional increases in benefits being paid under the Plan.

- Pro-rated Increase. The increase will be pro-rated for Retired Participants who have not been receiving monthly benefits for the entire 12-month period preceding September 1, 2019 (or, in the event GMEBS does not receive the executed Plan documents from the City by August 15, 2019, the entire 12-month period preceding the first day of the month coinciding with or next following the date that is one full calendar month after the date on which GMEBS receives the executed Plan documents from the City) (specify effective date).
- Same Increase for Beneficiaries. The increase provided under this section shall also apply to Beneficiaries in pay status immediately prior to September 1, 2019 (or, in the event GMEBS does not receive the executed Plan documents from the City by August 15, 2019, the entire 12-month period preceding the first day of the month coinciding with or next following the date that is one full calendar month after the date on which GMEBS receives the executed Plan documents from the City) (specify effective date).
- Increase Only for Excepted Class. The increase provided under this section shall apply only to individuals in the following excepted class(es) (must specify): Participants and Beneficiaries who were in pay status immediately prior to September 1, 2019 (or, in the event GMEBS does not receive the executed Plan documents from the City by August 15, 2019, immediately prior to the first day of the month coinciding with or next following the date that is one full calendar month after the date on which GMEBS receives the executed Plan documents from the City). For purposes of this provision, “Participants and Beneficiaries who were in pay status immediately prior to” shall include a Retired Participant whose effective Retirement Date is prior to September 1, 2019 (or, if

applicable, prior to such later COLA effective date as determined under subparagraph 5(a) above).

- (b) Ad-hoc Increase for Retired Participants. Effective _____ (specify effective date), the following special increase shall apply (must describe increase and specify eligibility requirements):_____.

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

- (a) excluding overtime pay.
- (b) excluding bonuses.
- (c) excluding lump-sum payments made pursuant to the Employer’s 2011 Retirement Incentive Program. (specify type of excluded earnings).
- (d) including perquisites or allowances for use of a car or house rent.
- (e) including severance payments; provided that the following limitations shall apply (must specify):
_____.
- (f) including _____ (specify type of included earnings).

This definition of Earnings applies to (check one):

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

NOTE: The Employer is responsible for providing any and all documentation to the Administrator relating to payments that are included in the definition of Earnings pursuant to this Section, including but not limited to the amount(s) paid and the date of such payment(s).

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

- (7) **Modified Definition of Final Average Earnings.** Final Average Earnings as defined as the annual average of Earnings paid to a Participant by the Adopting Employer for the 60 (insert number not to exceed 60) consecutive months of (check one):
 - Credited Service, employment, during the last 120 (insert number not to exceed 120) consecutive month period preceding the Participant's most recent Termination in which the Participant's Earnings were the highest, multiplied by 12. Note: GMEBS has prescribed forms for calculation of Final Average Earnings that must be used for this purpose.

This definition of Final Average Earnings applies to (check one):

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

[Repeat above subsection as necessary.]

*** Items (8) through (10) of General Addendum – Not Applicable ***

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

- will not be counted, except as otherwise provided in subsection 4.06(e) of the Master Plan (concerning graduated vesting schedules).
- will not be counted unless the Participant remains in Service with the Employer for at least _____ (insert time period) following his return to employment, except as otherwise provided in subsection 4.06(e) of the Master Plan.
- will be counted without regard to the break in service limitations of Section 4.06 of the Master Plan.

This provision shall apply to (check one):

- All Participants.

- Only the following Participants (must specify): All Participants, provided the Participant repays any withdrawn contributions in accordance with paragraph 15(b)(9) of this Addendum.

[Repeat above Section as necessary.]

*** Items (12) through (14) of General Addendum – Not Applicable***

(15) Other (may include, but shall not be limited to, provisions relating to Master Plan Sections 6.03, 6.06, 8.04, 8.06, 8.08, 8.09, 8.10, 8.12, 9.01 and 9.02):

(a) Preserved Monthly Normal Retirement Benefit Formula. For Former Employees or Retirees who were not employed on October 1, 2000 and who return to Service with the Employer after October 1, 2000, unless they remain in Service as an Eligible Regular Employee or elected or appointed member of the Governing Authority for a minimum of 2 years after said return to Service, the monthly Normal Retirement benefit formula will be determined in accordance with the terms of the Plan in effect upon the Participant's Termination prior to October 1, 2000.

(b) Contributions.

(1) Employer Contributions. The City will contribute to the Trust Fund an amount equal to 12% of the monthly Earnings of its Employees, or such higher percentage as may be required to adequately fund the Plan on an actuarially sound basis, in accordance with and subject to the GMEBS funding policy. All Contributions by the City shall be used for the sole benefit of Participants and Beneficiaries.

(2) Employee Contributions; Participation. Notwithstanding any provision of the Adoption Agreement to the contrary, Employees shall be required to begin making Contributions to the Trust Fund immediately upon their employment with the City. Each Eligible Regular Employee or elected or appointed member of the Governing Authority who meets the qualifications for participation in the Plan shall provide written authorization for the City to deduct from his or her Earnings the Contributions required as provided under the Plan. He or she shall also file with the Pension Committee, on

prescribed forms, such information as shall be required by the Pension Committee which shall include the Employee's acceptance of the terms and conditions of the Plan, and a pre-retirement beneficiary form. The Pension Committee shall assure the collection and remittance to GMEBS of all required Contributions.

- (3) **2000 Contribution Election Irrevocable.** If an Employee has elected (or is deemed to have elected) to contribute 3% of Earnings (rather than the 6% otherwise required to be made under the Plan) pursuant to the Ordinance which became effective October 1, 2000, said election shall be irrevocable, notwithstanding the Employee's Termination and reemployment with the City.
- (4) **Interest on Contributions.** Interest on employee contributions shall be credited at 3% per annum.
- (5) **Contributions During Leave of Absence.** If a Participant is allowed to continue accumulating Credited Future Service during an authorized leave of absence, he or she shall be required to continue making Contributions in the same amount and at the same rate as immediately prior to the beginning date of said leave of absence.
- (6) **Withdrawal of Contributions.** If a non-vested Participant's employment is Terminated for any reason other than death, within 60 days of Termination, he or she shall request, on a form provided for that purpose, that his or her Employee Contributions, if any, be withdrawn and forward same to GMEBS. Failure to make such a request within 60 days of Termination will result in the forfeiture of the non-vested Participant's right to the accrual of further interest. If a Vested Participant desires to withdraw his or her Employee Contributions and interest, if any, at any time upon Termination of employment with the City, he or she must make this request on a form provided for that purpose and forward same to GMEBS. Employee Contributions and interest, if any, shall be returned in lump sum within 90 days of GMEBS' receipt of the Participant's request for a return of Employee Contributions. A partial withdrawal of

Employee Contributions and interest, if any, is not permitted. The amount of interest, if any, shall be determined by GMEBS.

- (7) **Payment of Refund.** If an Employee, upon Termination of employment, elects to withdraw his or her Employee Contributions and interest from the Trust Fund, such Employee shall be entitled to receive a refund of 100% of his total Employee Contributions, plus 3% interest per annum thereon from the date of employment. The refund shall be paid within 90 days of the Employee's date of Termination of Service, or if later within 90 days of the Employee's request for a refund. Should the Employee die prior to receiving said funds, and no death benefit is payable on the Employee's behalf, the refund shall be paid to the Employee's surviving Spouse or, if there is no surviving Spouse, to the Employee's estate. Payment by GMEBS of such refund shall terminate such Employee's rights under this Plan and neither the Employee nor his or her heirs or assigns shall have any further right, title, or interest in the Plan, except as provided under paragraph (b)(9) below.
- (8) **Higher Interest Rate for Certain Discharged Employees.** If an Employee is discharged from employment by the City for the purpose of enabling a returning veteran to resume the position formerly held by said veteran, the Employee Contributions to the Trust Fund made by such displaced Employee plus 4% interest per annum from the date of employment shall be refunded to such Employee, if such Employee elects to withdraw his Employee Contributions. The refund shall be paid within 90 days of the Employee's date of Termination of Service, or if later within 90 days of the Employee's request for a refund. Should such Employee die prior to receiving such funds, and no death benefit is payable on the Participant's behalf, the refund shall be paid to the Employee's surviving Spouse or, if there is no surviving Spouse, to the Employee's estate. Payment by GMEBS of such refund shall terminate such Employee's rights under this Plan and neither the Employee nor his or her heirs or

assigns shall have any further right, title, or interest in the Plan, except as provided under paragraph (b)(9) below.

- (9) **Repayment of Withdrawn Contributions upon Return to Service.**
- A. **Participants Who Return to Service with the City Prior to August 18, 2014** - This subparagraph applies with respect to Eligible Employees returning to Service prior to August 18, 2014. If such a Participant withdraws his or her Employee Contributions upon Termination of employment or vacation of elective office, he or she must repay in a single lump sum any amounts previously withdrawn plus interest calculated at a rate of five percent (5%) per annum compounded annually from the date of the return of contributions through the date of repayment as a condition of receiving credit for Service with the City prior to his or her return to employment or return to office. Such payment must be made no later than the Participant's next Termination date.
- B. **Participants Who Return to Service with the City on or after August 18, 2014** - If an Eligible Employee who has previously withdrawn his or her Employee Contributions (following Termination of employment or vacation of office) returns to Service with the City on or after August 18, 2014, as an Eligible Employee, he or she may restore his or her credit for prior Service with the City provided that within six (6) months following his or her return to Service, and prior to a subsequent Termination of Employment with the City, he or she repays in a single lump sum any amounts previously withdrawn plus interest calculated at the assumed actuarial rate of return for the GMEBS Retirement Fund established by the Board as of date of repayment, compounded annually from the date of the return of contributions through the date of repayment.
- (10) **Cessation of Employee Contributions Upon Reaching Service Cap.** A Participant who has 33 or more years of Total Credited Service (or 40 years in the case of Participants to

whom the 40 year cap applies) shall not be required or permitted to make any further Employee Contributions to the Plan. Notwithstanding the foregoing, the preceding sentence shall not apply with respect to Participants who are in Service on or after July 15, 2019, as the limits on Total Credited Service are not applicable on or after such date; such Participants shall be required to continue making Employee Contributions (6% or 3% of Earnings, as applicable) while in Service as Eligible Employees, except as otherwise provided in Section 13.04 of the Master Plan relating to In-Service Distribution.

- (11) **GMEBS to Track Contributions.** Effective January 1, 2001, GMEBS shall be responsible for crediting Employee Contributions and interest to individual Participant accounts in accordance with the terms of the Plan. GMEBS shall maintain records necessary to track Contributions and interest credited to such accounts and shall also be responsible for effecting refunds of Employee Contributions to employees or beneficiaries as provided in the Plan. Provided, however, that GMEBS shall not be responsible with respect to any mistake or omission occurring before January 1, 2001, involving maintenance of records or the crediting of Employee Contributions or interest to Participant accounts. Provided further, that GMEBS' obligations under this provision shall be contingent upon the Employer providing GMEBS with accurate and complete account information, records, and/or other materials which GMEBS deems necessary to meet its responsibilities hereunder. The Pension Committee shall assure the collection and remittance to GMEBS of all required Employer and Employee Contributions.

- (c) **Treatment of Former Employees who Return to Service after October 1, 2000.** If a former Employee or Retiree not employed on October 1, 2000, becomes reemployed by the City as an Eligible Regular Employee or as an elected or appointed member of the Governing Authority after October 1, 2000, his or her monthly retirement benefit for service rendered prior to October 1, 2000 shall be calculated in accordance with the benefit formula and

other terms of the Plan in effect at the time of his or her previous termination, unless he or she remains employed as an Eligible Regular Employee or holds office for a minimum of 2 years following said reemployment.

- (d) **Timing of Benefit Payments.** Notwithstanding any provision of the Master Plan or Adoption Agreement to the contrary, Retirement benefit payments shall commence on the first day of the month coinciding with the Participant's Normal Retirement Date or Early Retirement Date, as applicable.
- (e) **Disability Retirement Benefits.**

The provisions of this subsection 15(e) shall be effective September 17, 2012, and shall apply to Participants who apply for Disability Retirement benefits after such date (with respect to Participants who applied for disability Retirement benefits on or before September 17, 2012, the applicable provisions of the Plan in effect as of the date of their disability Retirement application shall continue to apply). The provisions of this subsection 15(e) shall apply in lieu of the provisions of Sections 2.23, 2.24 and 6.04 of the Master Plan.

- (1) **Eligibility for Disability Retirement Benefit** - Except as otherwise provided under paragraph 15(e)(3) below (Disability Determination by Governing Authority), a Participant who has been in the active Service and on the payroll of the City may retire with a disability Retirement benefit under the Plan, provided the Participant's disability Retirement application is recommended for approval by the Pension Committee and such application is approved by the Governing Authority of the City of College Park. Such approval shall be granted in accordance with and subject to the requirements of this subsection 15(e).
- (2) **Participant Must Submit Acceptable Proof of Disabled Status** – Except as provided under paragraph 15(e)(3) below, in order to qualify for Disability retirement benefits, the Participant must establish to the satisfaction of the Pension Committee and Governing Authority that his/her employment with the City of College Park has been

Terminated by reason of the Participant's total and permanent disability. As part of his/her disability Retirement application, the Participant must submit documentation of disability as provided under subparagraph 15(e)(2)(A) or 15(e)(2)(B) below. The Pension Committee and/or Governing Authority may in its discretion require documentation, testimony, or other proof of disabled status in addition to that provided under subparagraph 15(e)(2)(A) or 15(e)(2)(B) below.

A. Social Security Administration (SSA) Disability Award

- (1) The Participant must submit as part of his/her disability Retirement application a Social Security Administration (SSA) disability award which reflects that the Participant is entitled to receive disability insurance benefits under the Federal Social Security Act, and**
- (2) The Participant's SSA disability award must reflect a disability onset date that is on or before the date of the Participant's Termination of Service with the City of College Park; or**

B. Certification of Disabled Status by Two (2) Medical Doctors

The Participant must submit as part of his/her disability Retirement application two certifications of the Participant's disabled status (one signed by a medical doctor selected and paid for by the Participant and one signed by a medical doctor selected and paid for by the City of College Park). Such certifications must be completed and submitted on forms provided by the City for such purpose and must include the following:

- (1) A statement that the Participant is permanently and totally physically or mentally disabled by anatomical, physiological, or psychological abnormalities that are demonstrable by medically acceptable clinical and**

- laboratory diagnostic techniques so as to be prevented from engaging in any occupation or employment whatsoever for remuneration or profit;
- (2) A statement that the Participant's disability will be permanent and continuous during the remainder of the Participant's life;
 - (3) The date as of which the Participant's disability commenced (which must be on or before the date of the Participant's Termination of Service with the City of College Park); and
 - (4) A statement that the Participant's disability was not intentionally self-inflicted, incurred in the commission of a felonious enterprise, or the result of the abuse or illegal use of narcotics or drugs.
- (3) **Disability Determination by Governing Authority** – Notwithstanding any other provision of the Plan to the contrary, Participants who are Eligible Regular Employees, who have ten (10) or more years of Credited Service with the City of College Park, who apply for disability Retirement benefits and who are physically disabled such that in the opinion of the Governing Authority they are unable to perform their duties, may be Retired by the Governing Authority by a resolution duly entered on the minutes of the Governing Authority requiring such Retirement for physical disability. Such resolution shall be adopted at the discretion of the Governing Authority and shall constitute exclusive evidence that the health of the Eligible Regular Employee so Retired is totally and permanently impaired at the time such resolution is passed. Such right of the Governing Authority to retire Eligible Regular Employees shall take precedence over the Civil Service provisions of the City. The Governing Authority may in its discretion require one or more medical doctor certifications or other documentation, testimony, or proof to confirm that the Participant is disabled as provided by this subsection. Notwithstanding any other provision to the contrary, disability Retirement benefits for said Employees shall be suspended only upon a determination by the Governing Authority.

- (4) **Disqualification for Certain Causes** – If the Governing Authority determines that a Participant’s disability was intentionally self-inflicted, incurred in the commission of a felonious enterprise, or was the result of the abuse or illegal use of narcotics or drugs, then the Participant shall not be eligible for disability Retirement benefits under the Plan, notwithstanding the Participant’s satisfaction of the requirements under paragraph 15(e)(2) or 15(e)(3) above.
- (5) **Application for Disability Retirement Benefit Under Plan Must Be Made Within One (1) Year Following Termination of Service** –To qualify for disability Retirement benefits under the Retirement Plan, the Participant must complete and submit his/her application for disability retirement benefits to the Pension Committee Secretary no later than one (1) year after Termination of Service. However, the 1-year time limit may be extended by the Governing Authority if it determines that the Participant’s application was untimely due to circumstances beyond the control of the Participant (e.g., SSA delay in processing of SSA disability award).
- (6) **Amount of Disability Retirement Benefit** – The amount of the Disability Retirement Benefit shall be calculated in the same manner as the Normal Retirement Benefit. In no event, however, will a Participant’s monthly disability Retirement benefit be less than two hundred dollars (\$200) (see Section 15(E) of the Adoption Agreement).
- (7) **Disability Retirement Payment Date** – If the Participant’s disability retirement application is approved by the Governing Authority, the Participant’s monthly disability Retirement benefit shall be payable and will commence as of the first day of the first calendar month coinciding with or next following the date of the Participant’s Termination of Service due to disability. However, where the 1-year time limit for application has been extended as provided under paragraph 15(e)(5) above, benefits shall commence as of the first day of the first calendar month coinciding with or next following the date on which the Participant’s application for

a disability Retirement benefit is approved by the Governing Authority, unless otherwise directed by the Governing Authority.

(8) **Continuance of Disability Prerequisite to Continued Payments**

A. One (1) Year Anniversary Review of Disabled Status; Investigation. If a Participant receiving disability Retirement benefits under the Plan has 25 or more years of active Service on the payroll of the City and the Participant applied for disability Retirement benefits under this Plan on or before September 17, 2012, then this subparagraph (8) shall not apply. Disability benefits shall be paid only during the continuance of the Participant's disability. Upon the 1-year anniversary of the date of the first actual payment of disability Retirement benefits, disregarding any retroactive payment, the Participant shall be required to submit to an examination by a physician selected by the Pension Committee to establish and confirm the Participant's continued disabled status. If the status of a Participant's disability comes into question (as a result of the 1-year anniversary examination or otherwise), the Pension Committee shall be authorized from time to time, but no more frequently than once every six (6) months, to investigate and inquire into the physical condition of the Participant. In addition to the above requirement for examination upon the 1-year anniversary of the commencement of disability retirement benefits, if it is deemed necessary by the Pension Committee at any time thereafter, the Participant shall be examined by a physician selected by the Pension Committee for determination of the Participant's disability status. An issue regarding continuance of disability and eligibility of the Participant to receive a disability Retirement benefit may be framed at the request of any member of the Pension Committee or by any member of the Governing Authority of the City. Thereupon, the Pension Committee shall proceed after twenty (20) days notice to the Participant to fully

investigate and inquire into the question of continuance of disability.

- B. Testimony.** The City and the Participant shall have the right to present sworn and documentary testimony upon the question of the continuance of disability, and both parties shall have the means of compulsory process for the attendance of witnesses and the right to be represented by counsel. In the event that the judgment of the Pension Committee should be that the Participant's disability has ceased, judgment shall be entered accordingly and the disability retirement benefit theretofore allowed shall immediately cease and no longer be payable to the Participant. Said judgment shall be entered upon the minutes of the Pension Committee and shall constitute a final judgment, which either the Governing Authority or the Participant may appeal by Writ of Certiorari as provided by law.
- C. Authority of the Pension Committee.** The authority of the Pension Committee to enter a new judgment terminating a disability Retirement benefit formerly allowed to a Participant must be exercised during the Participant's lifetime. If such authority is not exercised during the Participant's lifetime, the question of continuance of the Participant's disability may never be raised.
- (f) **Death Benefit.** This subsection will apply with respect to Participants who Terminate by reason of death on or after March 6, 2017, and to Terminated Vested Participants who Terminate employment on or after March 6, 2017, and die prior to Retirement.
- (1) **Regular In-Service Death Benefit.** If a Participant has been in the active Service of the City for the immediately preceding five (5) years and his or her employment is Terminated by reason of death from any cause whatsoever, there shall be paid to his or her Pre-Retirement Beneficiary, in accordance with and subject to the provisions of this subsection 15(f), a monthly death benefit in the amount of seventy-five percent (75%) of the Participant's Accrued

Benefit as of the date of the Participant's death, calculated in the same manner as the Normal Retirement benefit. The Participant's Total Credited Service shall be the sum of his or her Credited Past and Current Credited Service to his or her date of death. In no event will the Pre-Retirement Beneficiary's monthly death benefit be less than the greater of two hundred dollars (\$200.00) or the amount that would have been payable under the Auto A Terminated Vested death benefit had the Participant Terminated employment prior to his or her death.

- (2) **Service-Related In-Service Death Benefit.** A Service-Related Death Benefit will be payable in lieu of the Regular In-Service Death Benefit payable under paragraph 15(f)(1) above if the employment of a Participant is Terminated solely by reason of his or her death as a result of an injury or personal injury by accident arising out of and in the course of employment with the City. The 5-year minimum Service requirement referred to in said paragraph 15(f)(1) shall not apply as a precondition to receiving the Service-Related Death Benefit. The Service-Related Death Benefit shall be computed in the same manner as the Regular In-Service Death Benefit under paragraph 15(f)(1).
- (3) **Payment to More than One Child; Designation Prior to March 6, 2017.** On or after March 6, 2017, a Participant may not designate more than one Primary Pre-Retirement Beneficiary or more than one Secondary Pre-Retirement Beneficiary. Notwithstanding the foregoing, a Participant's Pre-Retirement Beneficiary form in effect immediately prior to March 6, 2017, shall remain in effect on or after such date, even if the Participant had designated more than one child as Primary Pre-Retirement Beneficiary or as Secondary Pre-Retirement Beneficiary on such form, unless the Participant subsequently submits a new Pre-Retirement Beneficiary designation form. In the event there is more than one child to whom a Participant's death benefit becomes payable, the amount of the pre-retirement death benefit shall be divided in equal shares between and among all children who are entitled to pre-retirement death benefits under the provisions

of the Plan. Disbursement of pre-retirement death benefits to minor children (i.e., children younger than age 18) shall be made to their legally qualified guardian. For purposes of this paragraph, the term “child” shall mean the Participant's biological, adopted, or step-child(ren) but shall not include a foster child.

- (4) **Default Beneficiary; Payment to Estate if No Designated Pre-Retirement Beneficiary.** Except as otherwise provided in subparagraph 15(f)(6) below, if at the time of a Participant's death on or after March 6, 2017, there is no designated Pre-Retirement Beneficiary to whom the pre-retirement death benefit is payable, (e.g., because the Participant has failed or refused to file a beneficiary designation, or because the person(s) designated by the Participant is not eligible to receive a benefit), then the pre-retirement death benefit shall be paid to the Participant's surviving Spouse, in which case the surviving Spouse shall be considered the Pre-Retirement Beneficiary under the Plan. For purposes of this paragraph, the term “surviving” shall mean surviving the Participant by at least thirty-two (32) days. If there is no Pre-Retirement Beneficiary (i.e., no designated Pre-Retirement Beneficiary or surviving Spouse) to whom the death benefit provided for herein is payable, then a lump sum payment equal to fifty percent (50%) of the Actuarial Equivalent of the Participant's Accrued Benefit, if any, shall be paid to the Participant's estate in lieu of the lifetime monthly benefit which would otherwise be payable to the Pre-Retirement Beneficiary, in accordance with and subject to the provisions of Section 8.06(b) of the Master Plan.
- (5) **Return of Contributions where No Pre-Retirement Death Benefit is Payable or in Event of Failure to Exhaust.**
- (A) If a Participant dies in-service prior to Retirement, but there is no pre-retirement death benefit payable under the Plan, the Participant's Employee Contributions and interest credited thereon, if any, will be returned to the Participant's surviving Spouse, or, if there is no surviving Spouse, to the Participant's estate; provided, however, that if a Participant had designated a

beneficiary for this specific purpose prior to March 6, 2017, the Participant's Employee Contributions will be returned to such beneficiary, unless the Participant subsequently revokes such designation or the beneficiary designated for this purpose does not survive the Participant by at least thirty-two (32) days.

(B) If a Participant dies prior to Retirement and a pre-retirement death benefit is payable under the Plan, such benefit shall be paid to the Participant's Pre-Retirement Beneficiary(ies) in accordance with this subsection 15(f). If the sum of pre-retirement death benefits paid to all pre-retirement beneficiaries from the Plan is less than the sum of Employee Contributions made to the Plan plus interest credited thereon, if any, then the difference between the two sums will be returned to the Pre-Retirement Beneficiary's surviving Spouse, or, if there is no such surviving Spouse, to the Pre-Retirement Beneficiary's estate (or to the estate of the last surviving Pre-Retirement Beneficiary, as applicable in the event survivor benefits were payable to multiple Pre-Retirement Beneficiaries).

(6) Beneficiary for Return of Employee Contributions Designated prior to March 6, 2017, Deemed Pre-Retirement Beneficiary if Participant Does Not Otherwise Designate Pre-Retirement Beneficiary. If, (A) prior to March 6, 2017, a Participant had not designated a Pre-Retirement Beneficiary but had designated a beneficiary for return of Employee Contributions, and (B) the Participant does not complete a Pre-Retirement Beneficiary form on or after March 6, 2017, or the Participant otherwise revokes such designation, the beneficiary who was designated prior to March 6, 2017, for return of Contributions shall be deemed the Participant's Primary Pre-Retirement Beneficiary. A Participant shall not be permitted to designate a beneficiary for return of Contributions on or after March 6, 2017. In the event a Participant who had designated a beneficiary for return of Contributions subsequently submitted (prior to March 6,

2017) or submits (on or after March 6, 2017) a Pre-Retirement Beneficiary form for the purpose of death benefits, such Pre-Retirement Beneficiary form shall replace and supersede a prior beneficiary designation for return of Contributions.

- (g) **Auto A Terminated Vested Death Benefit** – Pursuant to Section 8.08 of the Master Plan, an Auto A Terminated Vested death benefit is payable to Terminated Vested Participants who Terminate employment on or after October 1, 2016, and die prior to Retirement. The Primary and Secondary Pre-Retirement Beneficiary(ies) designated by the Participant to receive in-service death benefits under the Plan shall be considered the Participant's Primary and Secondary Beneficiary(ies) for purposes of determining payment of Terminated Vested pre-retirement death benefits payable under the Plan, if any, subject to the change of beneficiary rules in Section 8.05 of the Master Plan.
- (h) **Retirement Benefit Payment Options.**
- (1) **Retirement Benefit Payment Options.** Except as provided in paragraph 15(h)(2) below, effective with respect to Participants who Retire on or after March 6, 2017, Retirement benefit payment options available under this Plan shall be those set forth in the GMEBS Defined Benefit Retirement Master Plan document, and payment of Retirement benefits shall be governed by the applicable provisions of the Master Plan.
- (2) **Participants Who Elect Spouse as Post-Retirement Beneficiary; Enhanced 75% Joint and Survivor Benefit.** If a Participant is married as of his or her effective Retirement date and designates his or her Spouse as Post-Retirement Beneficiary, the Participant may elect to have his or her Retirement benefit paid in the form of a joint and survivor benefit which shall consist of a monthly Retirement benefit payable over the Participant's lifetime, and if the Participant's designated Post-Retirement Beneficiary (i.e., his or her Spouse as of the Participant's effective Retirement date) should survive the Participant, 75% of the Participant's monthly retirement benefit will continue to be paid to the

Participant's Post-Retirement Beneficiary until the death of said Post-Retirement Beneficiary. Said percentage may be adjusted to comply with the limitations of IRC § 401(a)(9). The amount of the monthly Retirement benefit payable during the Participant's lifetime shall be equal to the monthly Retirement benefit that would have been paid to the Participant had he or she elected the standard benefit payment option (i.e., no reduction to account for the survivor benefit).

- (3) Failure to Exhaust. If Retirement benefits become payable to a Participant and the sum of post-retirement benefits paid from the Plan (Retirement benefits plus survivor benefits, if any, including benefits payable pursuant to Section 8.12 of the Master Plan, if applicable), is less than the sum of Employee Contributions made to the Plan plus interest credited thereon, if any, then the difference between the two sums will be paid in accordance with Section 13.06 of the Master Plan.

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

Attest:

CITY OF COLLEGE PARK, GEORGIA

City Clerk

Mayor

(SEAL)

Approved:

City Attorney

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

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

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

(SEAL)

Secretary



CITY OF COLLEGE PARK

P.O. BOX 87137 · COLLEGE PARK, GA 30337 · 404.767.1537

REG SESSION AGENDA REQUEST

DOC ID: 7743

DATE: January 16, 2020

TO: The Honorable Mayor and Members of City Council

THROUGH: Terrence R. Moore, City Manager

FROM: Ferman Williford, Chief of Police

RE: Reduce Speed Limit on Herschel Road

PURPOSE: To authorize funding for installation of speed reduction devices upon results from the engineering traffic study as required by the State.

REASON: To address numerous outcries from residents of Herschel Rd of speeding traffic.

RECOMMENDATION: Request funding in the amount of \$15,000.00 be authorized for expenditures for speed reduction measures in anticipation of the traffic study findings.

BACKGROUND: Herschel Road is a city street that connects Washington Road to Camp Creek Parkway, and Roosevelt Highway, and is widely used. Additionally Herschel Road is a residential area with both single-family homes, multifamily complexes, and parks. Over time, there has been a number of traffic accidents along the roadway. In recent months, there has been a public outcry to address concerns of speeding traffic, truck traffic, and facilitating a safer roadway.

YEARS OF SERVICE: N/A.

COST TO CITY: \$15,000.00

BUDGETED ITEM: No

REVENUE TO CITY:

CITY COUNCIL HEARING DATE: January 21, 2020.

CONSIDERATION BY OTHER GOVERNMENT ENTITIES:

AFFECTED AGENCIES:

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:**REQUIRED CHANGES TO WORK PROGRAMS:****STAFF:****Review:**

- Ferman Williford Completed 11/12/2019 11:59 AM
- Rosyline Robinson Completed 11/12/2019 12:15 PM
- Mike Mason Completed 11/12/2019 12:20 PM
- City Attorney's Office Pending
- Terrence R. Moore Pending
- Mayor & City Council Pending 01/21/2020 7:30 PM



CITY OF COLLEGE PARK

P.O. BOX 87137 · COLLEGE PARK, GA 30337 · 404.767.1537

REG SESSION AGENDA REQUEST

DOC ID: 7857

DATE: January 16, 2020

TO: The Honorable Mayor and Members of City Council

FROM: Terrence R. Moore, City Manager

RE: Organizational Development Training & Annual Strategic Retreat

As I have recently hosted several discussions with Mayor Bianca Motley Broom relative to next phases of strategic plan implementation and execution, she and I addressed the merits of both organizational development training and an annual strategic retreat, both to become possibly available beginning in the coming weeks. An opportunity for the entire electorate to endorse expectations and direction as outlined, can therefore be offered this evening via ancillary commentary from the Office of the City Manager.

Thanks.

Review:

- Terrence R. Moore Completed 01/14/2020 11:56 AM
- Rosylene Robinson Completed 01/14/2020 12:00 PM
- Terrence R. Moore Pending
- Mayor & City Council Pending 01/21/2020 7:30 PM



CITY OF COLLEGE PARK

P.O. BOX 87137 · COLLEGE PARK, GA 30337 · 404.767.1537

REG SESSION AGENDA REQUEST

DOC ID: 7865

DATE: January 15, 2020

TO: The Honorable Mayor and Members of City Council

THROUGH: Terrence R. Moore, City Manager

FROM: Althea Philord-Bradley, Director of Finance & Accounting

RE: Delinquent Property Tax Payers Update

PURPOSE: To provide Mayor and Council with the most recent status of the top ten delinquent property tax payers.

REASON: To provide Mayor and Council with the names, addresses, and outstanding balances of the top ten delinquent property tax payers as well as a brief update on collection efforts.

RECOMMENDATION: To proceed with established policies and procedures to ensure collection of these accounts. To escalate the collection process as appropriate to minimize the loss of revenue.

BACKGROUND: The City of College Park contracts with GTS (Government Tax Services) to facilitate the collection of delinquent accounts to the extent necessary. Past collection efforts have included GTS providing assistance with filing liens and assisting with tax sales.

COST TO CITY: Varies with each situation.

BUDGETED ITEM: None.

REVENUE TO CITY: Varies with each situation.

CITY COUNCIL HEARING: January 9, 2020

OR RESOLUTION: N/A

REQUIRED CHANGES TO WORK PROGRAMS: Aggressive collection efforts to full extent of the law.

STAFF: Philip Latona, Property Tax Accountant

ATTACHMENTS:

- Top Ten Delinq Property Tax Accounts 01092020 (PDF)

Review:

- Althea Philord-Bradley Completed 01/15/2020 8:29 PM
- Rosylene Robinson Completed 01/16/2020 9:25 AM
- Terrence R. Moore Pending
- Mayor & City Council Pending 01/21/2020 7:30 PM

**City of College Park
Department of Finance & Accounting
Top Ten Delinquent Property Tax Accounts
As of January 9, 2020**

Lien	Taxpayer Name	Property Address	Business Name If Known	Amount	District - Tax Type	Additional Comments	Tax Years
	Yeasmin Enterprises	5010 Old National Hwy	Ramada Plaza	\$ 100,504.79	Fulton - Real	12/20/19 Spoke with GM - informed me property is being sold - in due diligence phase	2019
	BK & J Hotel Group	1551 Phoenix Blvd	Howard Johnson	\$ 75,888.55	Clayton - Real & Personal	1/9/20 - I will reach out to Property GM - working relationship to get payment status	2019
	Kelco/RG Atlanta LLC	4601 Best Rd	Holiday Inn Express	\$ 75,747.03	Fulton - Real	50% payment already made - this is remaining balance	2019
	RK College Park LLC	4505 Best Rd	Days Inn by Wyndham	\$ 58,761.44	Fulton - Real & Personal	1/9/2020 I'll reach out to property owner for payment status- resend statements	2019
	RENA GA LLC	1911 Sullivan Rd	Sleep Inn	\$ 42,278.64	Clayton - Real	Property has new owners - I have met/spoken to them already. I will follow up for payment status	2019
	JABNAT LLC	4874 Old National Hwy	Howard Johnsons by Wyndham Atlanta College Park	\$ 30,334.11	Fulton - Real	1/9/2020 I'll reach out to property owner for payment status- resend statements	2019
	Krishna Q Investments	2451 Old National Pkwy	Days Inn & Suites	\$ 25,288.98	Fulton - Real	Owner owns 2480 Old National Pkwy too. I can contact him via email to get payment status. Resides in California	2019
	Bhagat Ramesh C	2480 Old National Pkwy	Quality Inn & Suites	\$ 21,004.81	Fulton - Real	See above-owner of 2451 Pld National Pkwy	2019
	Nextran Corporation	2750 Sullivan Rd		\$ 14,251.30	Fulton - Personal	Original Tax Statement - returned mail. Located another mailing address to resend statement	2019
	2900 Camp Creek LLC	2900 Camp Creek Pkwy	Residences of Central Park	\$ 11,102.04	Fulton - Real	1/9/20 - I reach out to Property Contact - working relationship to get payment status	2019

Intent to FiFa (Tax Lien) Notices mailed out on/about March 23, 2019. Owners have 30 days to pay prior to Lien filing.

- Y Represents Lien filed against account.
- NA Signifies account has not met statutory requirement for lien to be filed

Inactive Account - off active list - candidates to write-off

Level Concrete Co.	2560 West Point Avenue	Proximity of Metro Mustang	\$ 24,134.18	Fulton - Personal Property	Corporation dissolved 5/16/2008	2000-2003
Western Pacific	Airline		39,223.87	13K Base Ad Valorem	Chapter 11 - February 1998	
Vanguard Airlines	Airline		9,233.76	Public Utility Digest - Clayton	Ceased Operations July 29, 2002	
PSINet Inc			11,590.14	Fulton - Personal Property		
Larry Jones	0 Camp Creek Pkwy		9,967.49	Fulton - Real	Parcel Mapping indicates plat is a public roadway/right of	1992-2014
F H Kilgore	0 Camp Creek Pkwy		5,580.00	Fulton - Real	Parcel Mapping discrepancy	1992-2014



CITY OF COLLEGE PARK

P.O. BOX 87137 · COLLEGE PARK, GA 30337 · 404.767.1537

REG SESSION AGENDA REQUEST

DOC ID: 7864

DATE: January 15, 2020

TO: The Honorable Mayor and Members of City Council

THROUGH: Terrence R. Moore, City Manager

FROM: Althea Philord-Bradley, Director of Finance & Accounting

RE: Top 10 Delinquent Customers

PURPOSE: To update Mayor/Council regarding Top 10 delinquent customers, commercial and residential.

REASON: To keep updated on Top 10 commercial and residential accounts to ensure the accounts balances are current.

RECOMMENDATION: To deliver information to Mayor/Council by Customer Service team.

BACKGROUND: Each council meeting we deliver data that indicates who the Top 10 customers are based on balances owed, length of time unpaid.

COST TO CITY: N/A.

BUDGETED ITEM: N/A.

REVENUE TO CITY: N/A.

CITY COUNCIL HEARING DATE: January 6, 2020.

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A.

AFFECTED AGENCIES: N/A.

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A.

REQUIRED CHANGES TO WORK PROGRAMS: N/A.

STAFF: Kimberly Rollins/ Customer Service Manager

Updated: 1/15/2020 8:51 PM by Althea Philord-Bradley

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Packet Pg. 159

ATTACHMENTS:

- Top Ten 011420 (XLSX)
- Residential Fulton 011420 (DOCX)
- Residential Clayton 011420 (DOCX)
- Commerical Fulton 011420 (DOCX)
- Commerical Clayton 011420 (DOCX)
- January 2020 cut-ons (XLSX)

Review:

- Althea Philord-Bradley Pending
- Rosyline Robinson Completed 01/16/2020 9:24 AM
- Terrence R. Moore Pending
- Mayor & City Council Pending 01/21/2020 7:30 PM

City of College Park											
TOP TEN UTILITY CUSTOMER OUTSTANDING BALANCES											
1/14/2019											
Prepared By Tammy Smith											
Past Due Unpaid Utilities Past Due Unpaid Utilities											
Prior Adjustment	Payment Plan	Lien	BUSINESS NAME	ADDRESS	Power	Water & Sewer	Storm Water & Sanitatio	Total Unpaid	CUT OFF LETT	AGE OF DEBT	Notes or Status
n/a	No	No	TMC Grassing INC	1800 Sullivan RD		\$ 1,331.16		\$ 1,331.16	No	180 days	Disconnection Pending
n/a	No	No	ATL Fresh Cans	Temporary Water Meter		\$ 1,226.82		\$ 1,226.82	No	180 days	Disconnection Pending
n/a	No	No	Gene's Plumbing	Temporary Water Meter		\$ 1,574.04		\$ 1,574.04	No	120 days	Disconnection Pending
Apartments/Residential											
Prior Adjustment	Payment Plan	Lien	APARTMENT NAME	ADDRESS	Power	Water & Sewer	Water & Sanitatio	Total Unpaid	OFF LETT	AGE OF DEBT	Notes or Status
n/a	No	No	Elite/Trustee	2301 Godby Rd		\$ 5,695.42	#### #### #### #	\$ 9,276.22	Yes	180 days	Reminder Notice sent on 1/13/19 Disconnection Pending
n/a	No	Yes	Crystal Equities LLC	2601 Roosevelt Wtr		\$ 29,214.58		\$ 29,214.58	No	180 days	Customer received a \$18081.71 adjustment on 11/18/19. Disconnect Pending
n/a	No	No	Contour Atlanta L	2200 Godby Rd SL	\$ 3,728.07			\$ 3,728.07	No	180 days	Reminder Notice sent on 1/13/20 Disconnection Pending
			TOTAL	TOTAL	\$ 3,728.07	\$ 39,042.02	####	\$ 46,350.89			
		NULL	Signifies that Lien has not been filed due to legal statue (not property owner)								
		*	Represents Lien filed against account								
		N/A	Signifies account Lien has not been filed								
yes			Signifies account received prior billing adjustment								
N/A			Signifies account that has not received prior billing adjustment								

*******Category: Residential Fulton***** Council Meeting January 21, 2020**

City of College Park

A / R A G I N G

Account	Name	0 to 30	31 to 60	61 to 90	Over 91	Total	--- Last Payment --- Date	Amount	
Cycle: 1									
	LAUREN M. SMITH	587.29	153.93	539.36		1280.58	01/07/2020	1000.00	O
	RONALD S FOSTER	253.01	89.52	284.27	610.92	1237.72	02/04/2019	47.81	
	DAVID WILLINGHAM	1035.79		492.31		1528.10	01/13/2020	105.84	
	CP 1ST UNITED MET	1066.74	361.60	1020.14	2140.34	4588.82	12/24/2019	179.54	
	ROCHELLE H MARTE	783.72	101.63	116.38		1001.73	01/13/2020	400.00	O
	KORDREY D. WEEMS	538.93	123.47	393.99	840.74	1897.13	06/28/2019	320.00	O
	JBR1, LLC	613.40	231.62	694.75	1527.25	3067.02			O
	LAVONNE P YOUNG	287.04		217.56	607.09	1111.69	11/04/2019	225.00	T
8 Subtotals for Cycle 001		5165.92	1061.77	3758.76	5726.34	15712.79			
Cycle: 8									
	HYACINTH MARTIN R	1413.56	710.55	684.48	420.06	3228.65	11/15/2019	200.00	T
	NIENA S SANDERS	563.52	377.39	231.83		1172.74	01/03/2020	250.00	T
	CRYSTAL EQUITIES	6344.99	5073.01	4711.02	14297.76	30426.78	09/09/2019		O
3 Subtotals for Cycle 008		8322.07	6160.95	5627.33	14717.82	34828.17			
Cycle: 15									
	ANTHONY PURNELL J	275.48	156.16	213.34	522.11	1167.09	12/03/2019	146.61	T
	ELITE / TRUSTEE O	2233.10	2880.84	2836.07	3559.31	11509.32	12/13/2019	500.00	
2 Subtotals for Cycle 015		2508.58	3037.00	3049.41	4081.42	12676.41			
Cycle: 22									
	KOKOU DJOKOE	425.23	257.60	272.69	290.10	1245.62	12/23/2019	100.00	T
1 Subtotals for Cycle 022		425.23	257.60	272.69	290.10	1245.62			
14 Grand Totals		16421.80	10517.32	12708.19	24815.68	64462.99			

*******Category: Residential Fulton******* Council Meeting January 21, 2020**SELECT CRITERIA**

Minimum Balance: 1000.00
A/R Block 1: 30
A/R Block 2: 60
A/R Block 3: 90

SERVICE STATUS:

DISCONNECTED: Services have been turned OFF

Disconnection Pending: Disconnection will occur in 1-5 days

FINAL PENDING: A work order has been issued to CLOSE THE ACCOUNT

CLOSED OUT: The services are off and the account is CLOSED

CUT OFF PENDING: A work order has been issued to turn off the services

ACTIVE ARRANGEMENT: Customer has a current payment arrangement

DOOR TAG DELIVERED: A notification was placed onsite for pending disconnections on customers with "medical" conditions, leak investigations, etc.

WIRE TRANSFER ACCOUNT: The payment for these accounts are "wire transfer" payments and it's a longer process to post them to the account.

*****Category: Residential Clayton*****

Council Meeting January 21, 2020

City of College Park

A / R A G I N G

Page: 1

Account	Name	0 to	30	31 to	60	61 to	90	Over	91	Total	--- Last Payment --- Date	Amount
=====												
Cycle:	15											
	KOREEN GIBBS	Disconnection Pending	494.19	462.59	579.12					1535.90	12/17/2019	300.00

<u>1 Subtotals for Cycle 015</u>			494.19	462.59	579.12			0.00		1535.90		
=====												
<u>1 Grand Totals</u>			494.19	462.59	579.12					1535.90		

SELECT CRITERIA

Minimum Balance: 1000.00
 A/R Block 1: 30
 A/R Block 2: 60
 A/R Block 3: 90

SERVICE STATUS:

- DISCONNECTED:** Services have been turned OFF
- Disconnection Pending:** Disconnection will occur in 1-5 days
- FINAL PENDING:** A work order has been issued to CLOSE THE ACCOUNT
- CLOSED OUT:** The services are off and the account is CLOSED
- CUT OFF PENDING:** A work order has been issued to turn off the services
- ACTIVE ARRANGEMENT:** Customer has a current payment arrangement
- DOOR TAG DELIVERED:** A notification was placed onsite for pending disconnections on customers with "medical" conditions, leak investigations, etc.
- WIRE TRANSFER ACCOUNT:** The payment for these accounts are " wire transfer" payments and it's a longer process to post them to the account.

*****Category: Commercial Fulton*****

Council Meeting January 21, 2020

City of College Park

A / R A G I N G

Page: 1

Account Name	0 to 30	31 to 60	61 to 90	Over 91	Total	--- Last Payment --- Date	Amount		
Cycle: 15									
CONTOUR ATLANTA L	1872.47	1702.24	153.36		3728.07	11/15/2019	1533.55	O	
ELITE / TRUSTEE O	844.61	858.74	772.34		2475.69	12/13/2019	900.31		
2 Subtotals for Cycle 015									
	2717.08	2560.98	925.70	0.00	6203.76				
Cycle: 21									
TMC GRASSING INC.	119.46	59.73	59.73	1151.97	1390.89	06/10/2019	119.46	T	
ATL FRESH CANS	59.94	27.41	27.41	1144.44	1259.20	10/02/2019	500.00	O	
GENE'S PLUMBING	1049.36	524.68	524.68	524.68	2623.40	09/17/2019	26.91		
3 Subtotals for Cycle 021									
	1228.76	611.82	611.82	2821.09	5273.49				
5 Grand Totals									
	3945.84	3172.80	1537.52	2821.09	11477.25				

SELECT CRITERIA

Minimum Balance: 1000.00
A/R Block 1: 30
A/R Block 2: 60
A/R Block 3: 90

SERVICE STATUS:

DISCONNECTED: Services have been turned OFF
Disconnection Pending: Disconnection will occur in 1-5 days
FINAL PENDING: A work order has been issued to CLOSE THE ACCOUNT
CLOSED OUT: The services are off and the account is CLOSED
CUT OFF PENDING: A work order has been issued to turn off the services
ACTIVE ARRANGEMENT: Customer has a current payment arrangement
DOOR TAG DELIVERED: A notification was placed onsite for pending disconnections on customers with "medical" conditions, leak investigations, etc.
WIRE TRANSFER ACCOUNT: The payment for these accounts are "wire transfer" payments and it's a longer process to post them to the account.

*****Category: Commercial Clayton*****

Council Meeting January 21, 2020

City of College Park

A / R A G I N G

Page: 1

Account	Name	Home Phone	0 to 30	31 to 60	61 to 90	Over 91	Total	--- Last Payment --- Date	Amount
=====									
Cycle:	15								
	JETEHA E. TAYLOR		273.39	279.64	516.26	170.58	1239.87	01/09/2020	300.00
	TAYO REED		311.34	283.03	479.05	152.03	1225.45		T
<u>2 Subtotals for Cycle 015</u>			584.73	562.67	995.31	322.61	2465.32		

2 Grand Totals			584.73	562.67	995.31	322.61	2465.32		

SELECT CRITERIA

Minimum Balance: 1000.00
A/R Block 1: 30
A/R Block 2: 60
A/R Block 3: 90

SERVICE STATUS:

DISCONNECTED: Services have been turned OFF
Disconnection Pending: Disconnection will occur in 1-5 days
FINAL PENDING: A work order has been issued to CLOSE THE ACCOUNT
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ACTIVE ARRANGEMENT: Customer has a current payment arrangement
DOOR TAG DELIVERED: A notification was placed onsite for pending disconnections on customers with "medical" conditions, leak investigations, etc.
WIRE TRANSFER ACCOUNT: The payment for these accounts are "wire transfer" payments and it's a longer process to post them to the account.

January's 2020 Reconnects							page*1
Customer's Account #	Occupant code	Customer's Name	Date Work-orders were created	Balance Due @ Cut-Off	Amount paid @ Cut-on	Remaining balance	
	Prepared by Tammy Smith		Grand Totals	\$ 31,046.62	\$ 29,666.97	\$ 1,379.65	
2	LAWANNA T GRAY	1/13/2020	\$ 575.94	\$ 575.94	\$ -		
20	CHRISTOPHER D WHITE	1/10/2020	\$ 366.35	\$ 366.35	\$ -		
20	RHONDA Y JACKSON	1/10/2020	\$ 298.51	\$ 298.51	\$ -		
14	DAJUAN KEYS	1/10/2020	\$ 265.36	\$ 265.36	\$ -		
19	LAKESIDE RESERVE	1/10/2020	\$ 260.99	\$ 260.99	\$ -		
23	PAULA A BURROWES	1/10/2020	\$ 308.00	\$ 308.00	\$ -		
8	TORRASHA M. SMITH	1/10/2020	\$ 454.90	\$ 454.90	\$ -		
21	TEAIRA HOOD	1/10/2020	\$ 335.40	\$ 335.40	\$ -		
14	MARCUS ONEAL	1/10/2020	\$ 285.00	\$ 285.00	\$ -		
19	ARIANA D JOHNSON	1/10/2020	\$ 380.00	\$ 380.00	\$ -		
23	EPIPHENY J. DUNK	1/9/2020	\$ 334.00	\$ 334.00	\$ -		
8	SPENCER W GASKIN	1/9/2020	\$ 493.81	\$ 493.81	\$ -		
10	MOHAMED ABDEL GALIL	1/9/2020	\$ 283.35	\$ 283.35	\$ -		
2	MARY L. JONES	1/9/2020	\$ 403.62	\$ 403.82	\$ -		
8	SEKOU ROBINSON	1/9/2020	\$ 426.47	\$ 426.27	\$ -		
8	YOHANES DJAGNI	1/9/2020	\$ 308.05	\$ 308.05	\$ -		
18	TRISTAN A. COX	1/9/2020	\$ 267.49	\$ 267.49	\$ -		
19	SHANTRELL L BUMPERS	1/9/2020	\$ 368.34	\$ 368.34	\$ -		
8	SHAKERAH GADSON	1/9/2020	\$ 299.00	\$ 299.00	\$ -		
12	ANTONIO M DEAN	1/9/2020	\$ 396.49	\$ 396.49	\$ -		
15	CHARNA L. MORRIS	1/9/2020	\$ 256.33	\$ 256.33	\$ -		
12	RICHARD WILSON	1/9/2020	\$ 385.86	\$ 385.86	\$ -		
28	DELVON MINCY	1/9/2020	\$ 480.99	\$ 480.99	\$ -		
8	KEENAN M. HILL	1/9/2020	\$ 350.00	\$ 350.00	\$ -		
13	MALIK J HALL	1/9/2020	\$ 263.39	\$ 263.39	\$ -		
1	GRACE L RICKERSON	1/9/2020	\$ 906.40	\$ 906.00	\$ 0.40		
5	ARMAIN D FISHER	1/9/2020	\$ 326.04	\$ 327.00	\$ (0.96)		
11	CHARLES REGINALD HARR	1/9/2020	\$ 724.08	\$ 724.08	\$ -		
17	JAHSOON K. REAMES	1/9/2020	\$ 412.03	\$ 412.03	\$ -		
14	YOUTH EMPOWERMENT S	1/9/2020	\$ 624.49	\$ 624.49	\$ -		
7	OKIEMA T MILLS	1/9/2020	\$ 266.52	\$ 266.52	\$ -		
2	APRIL W. BENNING	1/9/2020	\$ 493.21	\$ 493.21	\$ -		
12	KIOSH O MONROE	1/9/2020	\$ 307.96	\$ 307.96	\$ -		
23	MELVIN LEE CAMPBELL	1/9/2020	\$ 278.28	\$ 278.28	\$ -		
8	LATONYA HENDRICK	1/9/2020	\$ 370.00	\$ 370.00	\$ -		
8	JERMAINE BAKER	1/9/2020	\$ 251.79	\$ 251.79	\$ -		
19	BRITTNEY T. LOUDEN	1/9/2020	\$ 230.00	\$ 230.00	\$ -		
12	ALICIA N SMITH	1/9/2020	\$ 277.81	\$ 277.81	\$ -		
2	JOHN C HOYLE	1/9/2020	\$ 302.32	\$ 302.32	\$ -		
5	KESIA L THOMPSON	1/9/2020	\$ 318.03	\$ 400.00	\$ (81.97)		
6	DENISE KING	1/9/2020	\$ 333.65	\$ 284.00	\$ 49.65		
3	FREDERICK S. FOX	1/9/2020	\$ 700.21	\$ 700.21	\$ -		
3	IMPECCABLE SALON & SPA	1/9/2020	\$ 650.00	\$ 650.00	\$ -		
12	ARKEYIA N WILLIAMS	1/9/2020	\$ 267.06	\$ 267.06	\$ -		
12	JOSHUA BEN TOLBERT	1/8/2020	\$ 330.70	\$ 330.70	\$ -		
6	ANTONIO D ACREE	1/8/2020	\$ 267.65	\$ 267.65	\$ -		
0	PARK N TICKET TRAVEL	1/8/2020	\$ 498.66	\$ 498.66	\$ -		
8	JOSE MARIA DE GOES	1/8/2020	\$ 318.56	\$ 318.56	\$ -		
1	MARSHA FULLARD	1/8/2020	\$ 443.97	\$ 370.88	\$ 73.09		
10	NATASHA L JACKSON	1/8/2020	\$ 274.57	\$ 29.00	\$ 245.57		
10	BRANT ROBINSON	1/8/2020	\$ 253.50	\$ 253.50	\$ -		
6	DARBY C. TODD	1/8/2020	\$ 341.92	\$ 341.92	\$ -		
7	MURPHY J ROHILLIARD	1/7/2020	\$ 314.11	\$ 314.11	\$ -		
6	THADIUS T. BILLINGS	1/7/2020	\$ 326.29	\$ 326.29	\$ -		
1	BERTRAND CHIROPRACTIC	1/7/2020	\$ 613.38	\$ 613.38	\$ -		

January's 2020 Reconnects							page*2
Customer's Account #	Occupant code	Customer's Name	Date Work-orders were created	Balance Due @ Cut-Off	Amount paid @ Cut-on	Remaining balance	
Prepared by Tammy Smith			Grand Totals	\$ 31,046.62	\$ 29,666.97	\$ 1,379.65	
10		DONALD E. CLARK SR.	1/7/2020	\$ 314.14	\$ 314.14	\$ -	
11		NAKIA P. MCLEOD	1/7/2020	\$ 336.14	\$ 336.14	\$ -	
7		JOSHUA JACKSON	1/7/2020	\$ 347.00	\$ 347.00	\$ -	
2		PRIYANTHI MARZORATI	1/7/2020	\$ 374.12	\$ 374.12	\$ -	
2		AMANDA ALEXANDRA WII	1/7/2020	\$ 289.47	\$ 289.47	\$ -	
5		HEATHER I REESE	1/7/2020	\$ 1,270.96	\$ 1,270.96	\$ -	
2		DRE INVESTMENTS LLC	1/7/2020	\$ 974.46	\$ 974.46	\$ -	
5		LAUREN M. SMITH	1/7/2020	\$ 2,093.87	\$ 1,000.00	\$ 1,093.87	
13		SCHERRIE N. JACKSON	1/7/2020	\$ 265.49	\$ 265.49	\$ -	
12		REGINALD R COFIELD	1/7/2020	\$ 288.83	\$ 288.83	\$ -	
9		MACHELLE DANIELS	1/7/2020	\$ 306.39	\$ 306.39	\$ -	
2		JENNIFER JUECHTER	1/7/2020	\$ 776.50	\$ 776.50	\$ -	
7		JONIKA K. TAYLOR	1/7/2020	\$ 381.82	\$ 381.82	\$ -	
5		HEATHER I REESE	1/7/2020	\$ 1,270.96	\$ 1,270.96	\$ -	
7		REO SMITH	1/7/2020	\$ 295.00	\$ 295.00	\$ -	
12		ALEXIS S FLANNAGAN	1/7/2020	\$ 292.73	\$ 292.73	\$ -	
20		LANCE A POWLIS	1/7/2020	\$ 297.91	\$ 297.91	\$ -	
Grand Totals				\$ 31,046.62	\$ 29,666.97	\$ 1,379.65	