CITY COUNCIL
GIL MCDOUGAL, MAYOR
SHIRLEY MARCHMAN, MAYOR PRO-TEM
DANNY CARTER
LESLIE MCPHERSON
MATTHEW MOMTAHAN
MICHAEL YOUNG

City of Villa Rica

CITY MANAGER: TOM BARBER
CITY CLERK: ALISA DOYAL
CITY ATTORNEY: C. DAVID MECKLIN

571 W BANKHEAD HWY
VILLA RICA, GA. 30180
770.459.7000 | VILLARICA.ORG

MAYOR & COUNCIL MONTHLY MEETING AGENDA

Holt-Bishop Justice Center, Municipal Courtroom, 101 Main Street
January 9, 2020 | 6:00 PM

Swearing-In Ceremony of Gil McDougal as Mayor – Honorable Anna Perry
Swearing-In Ceremony of Shirley Marchman as Ward 1 Council – Honorable Aubrey Duffey
Swearing-In Ceremony of Matthew Momtahan as Ward 2 Council – Honorable Aubrey Duffey

Meeting Call to Order (Mayor Gil McDougal)

Invocation (Pastor Matt Shaffer)

Pledge of Allegiance (Mia Feliciano)

Ceremonial Presentations (Mayor & Council)

- Oath of Office:
  1. Bill Taylor - Downtown Development Authority
  2. Ellen Wynn McBrayer - Downtown Development Authority
  3. Willie Marchman - Planning and Zoning Commission

Adoption of the Agenda (Mayor Gil McDougal)

Council Updates (Subjects of General Interest and Concern)

Public Comment (We ask that you sign in for Public Comment before the meeting begins. Please state your Name and Address for the record and limit your comments to three minutes)

A. Governing Body (Mayor Gil McDougal)

1. Approval of the Minutes:
   1. Meeting Minutes of December 10, 2019.

2. Election of 2020 Mayor Pro Tem

3. Appointment of Standing Committees

4. Schedule of Council Meetings 2020

B. Finance (Sarah Andrews, CFO)

1. Renew Hotel and Motel Revenue Administration Program for 2020

2. Update Bank Signers

3. Financial Update: November 2019

C. Human Resources (Stephanie Rooks, Manager)

1. Amendment of the Defined Benefit Plan

D. Parks, Recreation & Leisure Services (Vicki Coleman, Director)

1. Soccer Uniform Vendor Recommendation

2. Athletic Uniform Vendor Recommendation

E. Police Department (Michael Mansour, Chief)

1. Pawn Shop Tracking System - Leads Online (Captain Keith Shaddix)

2. Purchase Taser Cartridges for Recertification (Michael Mansour, Chief)

F. Community Development (Bobby Elliott, Director)

1. Livable Centers Initiative (LCI) Planning Grant Resolution of Support (Chris Montesinos, Deputy Director)

2. Zoning Map Modifications (Chris Montesinos, Deputy Director)

Adjournment

CITY COUNCIL
JEFF REESE, MAYOR
SHIRLEY MARCHMAN, MAYOR PRO TEM
DANNY CARTER
LESLIE MCPHERSON
MATTHEW MOMTAHAN
MICHAEL YOUNG

City of Villa Rica

CITY MANAGER: TOM BARBER
CITY CLERK: ALISA DOYAL
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CITY COUNCIL MONTHLY MEETING MINUTES

Holt-Bishop Justice Center, Municipal Courtroom, 101 Main Street
Tuesday, December 10, 2019 | 6:00 pm

Meeting Call to Order (Mayor Jeff Reese)
Mayor Jeff Reese called the meeting to order at 6:00 pm. Present: Mayor Pro Tem Shirley Marchman, Councilman Danny Carter, Councilman Matthew Momtahan, and Councilman Michael Young. Councilwoman Leslie McPherson called in for the meeting.

Invocation (Councilman Danny Carter)
Councilman Danny Carter gave the Invocation.

Pledge of Allegiance (Mayor Jeff Reese)
Mayor Jeff Reese led the Pledge of Allegiance

Ceremonial Presentations (Mayor and Council)

- Employee Anniversary – Alisa Doyal was recognized by Mayor Reese for her 5 Years of Service with the City of Villa Rica.
- Oath of Office: David Rogers – Planning and Zoning Commission
  David Rogers was sworn in as a new member of the Planning and Zoning Commission to fill an unexpired term.
- Mayor Jeff Reese gave his farewell speech and was presented with a plaque by Mayor Pro Tem Shirley Marchman. City Manager Tom Barber presented Mayor Reese with a financial dashboard from 2016-present.

A**doption of Agenda** (Mayor Jeff Reese)
Councilman Danny Carter made the motion to delete A2-Employee Incentive for 2019 from the agenda.

RESULT:	**ADOPTED (VOTE: 4-1)**
MOVER:	Danny Carter, Councilman
SECONDER:	Matthew Momtahan, Councilman
AYES:	Carter, Momtahan, McPherson, Young
NAYS:	Marchman

City Attorney asked the Council to remove B1 - VA-06-19 Variance to Zoning Conditions for Popeye’s Louisiana Kitchen from the agenda to go to Planning and Zoning Commission first and then back to the Council. Councilman Danny Carter made the motion to remove from the agenda.

RESULT:	**ADOPTED (UNANIMOUS)**
MOVER:	Danny Carter, Councilman

SECONDER: Matthew Momtahan, Councilman
AYES: Carter, Momtahan, Marchman, Young, McPherson

Councilman Danny Carter requested to add B6-Set Policy for Appointments of Planning and Zoning Commission. Councilman Danny Carter made the motion to amend his request for discussion only.

RESULT:	**ADOPTED (UNANIMOUS)**
MOVER:	Danny Carter, Councilman
SECONDER:	Matthew Momtahan, Councilman
AYES:	Carter, Momtahan, Marchman, Young, McPherson

Councilman Danny Carter made the motion to adopt the agenda with the amendments.

RESULT:	**ADOPTED (UNANIMOUS)**
MOVER:	Danny Carter, Councilman
SECONDER:	Michael Young, Councilman
AYES:	Carter, Young, Marchman, Momtahan, McPherson

*Councilwoman Leslie McPherson left the meeting at this time.

Public Comment: Four citizens came forward and made a public comment.

Council Updates (Subjects of General Interest and Concern)
Mayor Reese made suggestions for next year's budget meetings. He suggested putting the holiday pay in the budget as a line item for discussion, and to have the budget meetings in the courtroom for live streaming. He asked the public to come to the budget meetings and to be engaged.

A. Governing Body (Mayor Jeff Reese)

1. Approval of Minutes:
   a. Meeting Minutes of November 26, 2019.
   Councilman Michael Young made the motion to approve the minutes of November 26, 2019.

RESULT:	**ADOPTED (UNANIMOUS)**
MOVER:	Michael Young, Councilman
SECONDER:	Danny Carter, Councilman
AYES:	Young, Carter, Marchman, Momtahan

B. Community Development (Bobby Elliott, Director)

1. CU-03-19: Conditional Use Permit Application for 101 Three West Parkway, Suite E (Ronald Johnson, Planning and Zoning Specialist)
   Public Hearing: No one came forward to speak.
   Councilman Matthew Momtahan made the motion to approve the conditional use permit application for a church with the aforementioned conditions at 101 Three West Parkway, Suite E, for ASAW Community Church including the conditions with the removal of the condition of no activities for the house of worship use shall be conducted on Saturdays.

RESULT:	**ADOPTED (UNANIMOUS)**

MOVER: Matthew Momtahan, Councilman
SECONDER: Danny Carter, Councilman
AYES: Momtahan, Carter, Marchman, Young

2. <u>Historic Preservation Commission Appointment - Sarah Pitts</u> (Ronald Johnson, Planning and Zoning Specialist)
Councilman Danny Carter made the motion to approve the appointment of Sarah Pitts to the Historic Preservation Commission Board for the term of January 1, 2020 – December 31, 2020.

RESULT: **ADOPTED (UNANIMOUS)**
MOVER: Danny Carter, Councilman
SECONDER: Matthew Momtahan, Councilman
AYES: Carter, Momtahan, Marchman, Young

3. <u>Historic Preservation Commission Appointment – David Rogers</u> (Ronald Johnson, Planning and Zoning Specialist)
Councilman Matthew Momtahan made the motion to approve the appointment of David Rogers to the Historic Preservation Commission Board for the term of January 1, 2020 – December 31, 2020.

RESULT: **ADOPTED (UNANIMOUS)**
MOVER: Matthew Momtahan, Councilman
SECONDER: Danny Carter, Councilman
AYES: Momtahan, Carter, Marchman, Young

4. <u>Planning and Zoning Commission Appointment – Willie Marchman</u> (Ronald Johnson, Planning and Zoning Specialist)
Councilman Danny Carter made the motion to approve the appointment of Willie Marchman to the Planning and Zoning Commission for the term of January 1, 2020 – December 31, 2022.

RESULT: **ADOPTED (UNANIMOUS)**
MOVER: Danny Carter, Councilman
SECONDER: Matthew Momtahan, Councilman
AYES: Carter, Momtahan, Marchman, Young

5. <u>New Villa Rica Zoning Ordinance – for Discussion Purposes</u> (Chris Montesinos, Deputy Director of Community Development)
Discussion only. The Council took no action.

6. <u>Discussion of Setting Policy for Appointments of Planning and Zoning Commission</u>
Councilman Danny Carter proposal is for each ward representative shall appoint a person and their terms coincide with the Council member making the appointment. This would stagger the terms of the Planning and Zoning Commission which we tried to do in the past but somehow it did not happen. Councilman Matthew Momtahan added that prior to his appoint of David Rogers he inquired about the process from staff and was given a copy of the February 2017 Minutes in which this was outlined essentially like Mr. Carter has laid it out. He would like for staff to make a presentation on this at the next meeting. Mayor Reese asked Ron Johnson to be the point person.
No action was taken by the Council.

C. Human Resources (Stephanie Rooks, Manager)

1. Biometric Screenings
   Councilman Danny Carter made the motion to allow the City Manager to sign the Service Agreement with Health180 for the 2020 Biometric Screening, for an amount not to exceed $16,500.00

RESULT:	**ADOPTED (UNANIMOUS)**
MOVER:	Danny Carter, Councilman
SECONDER:	Matthew Momtahan, Councilman
AYES:	Carter, Momtahan, Marchman, Young

2. Performance Management
   Councilman Matthew Momtahan made the motion to allow the City Manager to sign the Purchase Agreement with NeoGov for the Electronic Performance Management System in an amount not to exceed $11,595.00.

RESULT:	**ADOPTED (UNANIMOUS)**
MOVER:	Matthew Momtahan, Councilman
SECONDER:	Danny Carter, Councilman
AYES:	Momtahan, Carter, Marchman, Young

3. Learning Management System
   Councilman Danny Carter made the motion to allow the City Manager to sign the Purchase Agreement with NeoGov for the Learning Management System in an amount not to exceed $13,288.00.

RESULT:	**ADOPTED (UNANIMOUS)**
MOVER:	Danny Carter, Councilman
SECONDER:	Matthew Momtahan, Councilman
AYES:	Carter, Momtahan, Marchman, Young

D. Economic Development (Janet Chumley, Manager)

1. 2019 Downtown Development Authority Appointments
   Councilman Danny Carter made the motion to approve the DDA Board recommendation to re-appoint Bill Taylor to serve another 4-year term (11/25/2019 – 11/25/2023), and to appoint Ellen Wynn McBrayer to replace Michael Young's resigned position (01/27/2020 – 05/31/2022).

RESULT:	**ADOPTED (UNANIMOUS)**
MOVER:	Danny Carter, Councilman
SECONDER:	Matthew Momtahan, Councilman
AYES:	Carter, Momtahan, Marchman, Young

E. Utilities (Pete Zorbanos, Director)

1. Bivins Road Lift Station Pump Replacement (Dean Zeigler, WPCP Manager)
   Councilman Michael Young made the motion to approve the emergency purchase of a replacement pump at the Bivins Rd Pump Station from Goforth Williamson, Inc. for the amount of $13,410.00.

RESULT:	**ADOPTED (UNANIMOUS)**
MOVER:	Michael Young, Councilman
SECONDER:	Matthew Momtahan, Councilman
AYES:	Young, Momtahan, Marchman, Carter

2. Ashbury Lift Station Pump Replacement (Dean Zeigler, WPCP Manager)
Councilman Danny Carter made the motion to approve the emergency purchase of a replacement pump at the Ashbury Lift Station from Goforth Williamson, Inc. for the amount of $13,500.00.

RESULT: **ADOPTED (UNANIMOUS)**
MOVER: Danny Carter, Councilman
SECONDER: Matthew Momtahan, Councilman
AYES: Carter, Momtahan, Marchman, Young

F. Information Technology (Jim Chambers, Manager)

1. Barracuda Essentials
Councilman Michael Young made the motion to purchase Barracuda Essentials through C-Pak in an amount not to exceed $9,168.00.

RESULT: **ADOPTED (UNANIMOUS)**
MOVER: Michael Young, Councilman
SECONDER: Danny Carter, Councilman
AYES: Young, Carter, Marchman, Momtahan

G. Finance (Sarah Hefty, CFO)

1. 2019 Budget Amendments
Councilman Danny Carter made the motion to adopt the ordinance to approve an amendment to the budget for the fiscal year 2019 for the City pursuant to Section 2-71 of the City Charter.

RESULT: **ADOPTED (UNANIMOUS)**
MOVER: Danny Carter, Councilman
SECONDER: Matthew Momtahan, Councilman
AYES: Carter, Momtahan, Marchman, Young

2. 2020 Budget Amendments
Councilman Michael Young made the motion to adopt the ordinance to approve an amendment to the budget for the fiscal year 2020 for the City pursuant to Section 2-71 of the City Charter.

RESULT: **ADOPTED (UNANIMOUS)**
MOVER: Michael Young, Councilman
SECONDER: Danny Carter, Councilman
AYES: Young, Carter, Marchman, Momtahan

3. Increase Pay for Assistant City Clerk Position
Councilman Michael Young made the motion to increase the paygrade for the Assistant City Clerk to 108.

RESULT: **ADOPTED (UNANIMOUS)**
MOVER: Michael Young, Councilman
SECONDER: Danny Carter, Councilman
AYES: Young, Carter, Marchman, Momtahan

H. City Manager Report (Tom Barber)

1. Schedule of Council Meetings 2020
   Councilman Michael Young made the motion to move the 1/14/2020 meeting to 1/7/2020, cancel the 1/14/2020 meeting, leave the 1/28/2020 scheduled meeting, and table the rest of the meetings until the 1/7/2020 meeting. Councilman Danny Carter seconded the motion.

   Because the 1/7/2020 meeting was in conflict with the Planning and Zoning Commission Meeting already scheduled for that date, Councilman Michael Young amended his motion to move the 1/14/2020 meeting to Thursday, 1/9/2020, cancel the 1/14/2020, leave the 1/28/2020 on the schedule, and table the rest of the meetings to 1/9/2020.

RESULT:	**ADOPTED (UNANIMOUS)**
MOVER:	Michael Young, Councilman
SECONDER:	Danny Carter, Councilman
AYES:	Young, Carter, Marchman, Momtahan

2. Agreement with TRC for Right-of-Way Acquisition Services
   Councilman Danny Carter made the motion to authorize the City Manager to execute an agreement with TRC Companies, Inc. at the rate of $95 per hour.

RESULT:	**ADOPTED (UNANIMOUS)**
MOVER:	Danny Carter, Councilman
SECONDER:	Matthew Momtahan, Councilman
AYES:	Carter, Momtahan, Marchman, Young

Adjournment

Councilman Danny Carter made the motion to adjourn the meeting, seconded by Councilwoman Shirley Marchman. The vote was unanimous and the meeting adjourned.

Jeff Reese, Mayor

Alisa Doyal, City Clerk

Agenda Item:_______

CITY OF VILLA RICA

City Council Meeting
Agenda Item Cover Sheet

SUBJECT: PROPOSED CITY COUNCIL MEETING SCHEDULE FOR 2020

AGENDA DATE: December 10, 2019
DATE PREPARED: November 18, 2019
PREPARED BY: Tom Barber

AMOUNT: n/a
GL ACCOUNT #: n/a
FUNDING SOURCE: n/a
BUDGETED ITEM? n/a

PURPOSE: To approve a schedule for regular City Council meetings in 2020.

BACKGROUND: City Council changed their regular meetings to the second and fourth Tuesday of the month effective in October of 2018. A schedule for 2020 needs to be adopted by the Council.

STAFF RECOMMENDATION: Staff recommends the City Council continue to meet on the second and fourth Tuesdays of each month except for the second meeting in December which falls during the week of Christmas.

IMPACT: Meeting twice per month allows for a manageable agenda of around 15 items, reduces the need for special called meetings, and gives Council members more than 10 days to review each packet.

MOTION: I move that we approve the attached meeting schedule for calendar year 2020.

PROPOSED 2020 COUNCIL MEETINGS

Tuesday, January 14	6:00 pm
Tuesday, January 28	6:00 pm
Tuesday, February 11	6:00 pm
Tuesday, February 25	6:00 pm
Tuesday, March 10	6:00 pm
Tuesday, March 24	6:00 pm
Tuesday, April 14	6:00 pm
Tuesday, April 28	6:00 pm
Tuesday, May 12	6:00 pm
Tuesday, May 26	6:00 pm
Tuesday, June 9	6:00 pm
Tuesday, June 23	6:00 pm
Tuesday, July 14	6:00 pm
Tuesday, July 28	6:00 pm
Tuesday, August 11	6:00 pm
Tuesday, August 25	6:00 pm
Tuesday, September 8	6:00 pm
Tuesday, September 22	6:00 pm
Tuesday, October 13	6:00 pm
Tuesday, October 27	6:00 pm
Tuesday, November 10	6:00 pm
Tuesday, November 24	6:00 pm
Tuesday, December 8	6:00 pm

Schedule A – Two per month, no work session (current schedule)

PROPOSED 2020 COUNCIL MEETINGS

Work Session		Voting Session	
Thursday, January 09	3:00 pm	Tuesday, January 14	6:00 pm
Thursday, January 23	3:00 pm	Tuesday, January 28	6:00 pm
Thursday, February 06	3:00 pm	Tuesday, February 11	6:00 pm
Thursday, February 20	3:00 pm	Tuesday, February 25	6:00 pm
Thursday, March 05	3:00 pm	Tuesday, March 10	6:00 pm
Thursday, March 19	3:00 pm	Tuesday, March 24	6:00 pm
Thursday, April 09	3:00 pm	Tuesday, April 14	6:00 pm
Thursday, April 23	3:00 pm	Tuesday, April 28	6:00 pm
Thursday, May 07	3:00 pm	Tuesday, May 12	6:00 pm
Thursday, May 21	3:00 pm	Tuesday, May 26	6:00 pm
Thursday, June 04	3:00 pm	Tuesday, June 9	6:00 pm
Thursday, June 18	3:00 pm	Tuesday, June 23	6:00 pm
Thursday, July 09	3:00 pm	Tuesday, July 14	6:00 pm
Thursday, July 23	3:00 pm	Tuesday, July 28	6:00 pm
Thursday, August 06	3:00 pm	Tuesday, August 11	6:00 pm
Thursday, August 20	3:00 pm	Tuesday, August 25	6:00 pm
Thursday, September 03	3:00 pm	Tuesday, September 8	6:00 pm
Thursday, September 17	3:00 pm	Tuesday, September 22	6:00 pm
Thursday, October 08	3:00 pm	Tuesday, October 13	6:00 pm
Thursday, October 22	3:00 pm	Tuesday, October 27	6:00 pm
Thursday, November 05	3:00 pm	Tuesday, November 10	6:00 pm
Thursday, November 19	3:00 pm	Tuesday, November 24	6:00 pm
Thursday, December 03	3:00 pm	Tuesday, December 8	6:00 pm
Thursday, December 17	NONE	Tuesday, December 22	NONE

Schedule B – Two per month with work session on the previous Thursday

PROPOSED 2020 COUNCIL MEETINGS

Work Session		Voting Session	
Tuesday, January 14	3:00 pm	Tuesday, January 14	6:00 pm
Tuesday, January 28	3:00 pm	Tuesday, January 28	6:00 pm
Tuesday, February 11	3:00 pm	Tuesday, February 11	6:00 pm
Tuesday, February 25	3:00 pm	Tuesday, February 25	6:00 pm
Tuesday, March 10	3:00 pm	Tuesday, March 10	6:00 pm
Tuesday, March 24	3:00 pm	Tuesday, March 24	6:00 pm
Tuesday, April 14	3:00 pm	Tuesday, April 14	6:00 pm
Tuesday, April 28	3:00 pm	Tuesday, April 28	6:00 pm
Tuesday, May 12	3:00 pm	Tuesday, May 12	6:00 pm
Tuesday, May 26	3:00 pm	Tuesday, May 26	6:00 pm
Tuesday, June 09	3:00 pm	Tuesday, June 09	6:00 pm
Tuesday, June 23	3:00 pm	Tuesday, June 23	6:00 pm
Tuesday, July 14	3:00 pm	Tuesday, July 14	6:00 pm
Tuesday, July 28	3:00 pm	Tuesday, July 28	6:00 pm
Tuesday, August 11	3:00 pm	Tuesday, August 11	6:00 pm
Tuesday, August 25	3:00 pm	Tuesday, August 25	6:00 pm
Tuesday, September 08	3:00 pm	Tuesday, September 08	6:00 pm
Tuesday, September 22	3:00 pm	Tuesday, September 22	6:00 pm
Tuesday, October 13	3:00 pm	Tuesday, October 13	6:00 pm
Tuesday, October 27	3:00 pm	Tuesday, October 27	6:00 pm
Tuesday, November 10	3:00 pm	Tuesday, November 10	6:00 pm
Tuesday, November 24	3:00 pm	Tuesday, November 24	6:00 pm
Tuesday, December 08	3:00 pm	Tuesday, December 08	6:00 pm
Tuesday, December 22	NONE	Tuesday, December 22	NONE

Schedule C – Two per month with work session on the same day

PROPOSED 2020 COUNCIL MEETINGS

Thursday, January 16	3:00 pm	Tuesday, January 21	6:00 pm
Thursday, February 13	3:00 pm	Tuesday, February 18	6:00 pm
Thursday, March 12	3:00 pm	Tuesday, March 17	6:00 pm
Thursday, April 16	3:00 pm	Tuesday, April 21	6:00 pm
Thursday, May 14	3:00 pm	Tuesday, May 19	6:00 pm
Thursday, June 11	3:00 pm	Tuesday, June 16	6:00 pm
Thursday, July 16	3:00 pm	Tuesday, July 21	6:00 pm
Thursday, August 13	3:00 pm	Tuesday, August 18	6:00 pm
Thursday, September 11	3:00 pm	Tuesday, September 15	6:00 pm
Thursday, October 15	3:00 pm	Tuesday, October 20	6:00 pm
Thursday, November 12	3:00 pm	Tuesday, November 17	6:00 pm
Thursday, December 10	3:00 pm	Tuesday, December 15	6:00 pm

Schedule D – One per month with work session on the previous Thursday

PROPOSED 2020 COUNCIL MEETINGS

Tuesday, January 21	3:00 pm	Tuesday, January 21	6:00 pm
Tuesday, February 18	3:00 pm	Tuesday, February 18	6:00 pm
Tuesday, March 17	3:00 pm	Tuesday, March 17	6:00 pm
Tuesday, April 21	3:00 pm	Tuesday, April 21	6:00 pm
Tuesday, May 19	3:00 pm	Tuesday, May 19	6:00 pm
Tuesday, June 16	3:00 pm	Tuesday, June 16	6:00 pm
Tuesday, July 21	3:00 pm	Tuesday, July 21	6:00 pm
Tuesday, August 18	3:00 pm	Tuesday, August 18	6:00 pm
Tuesday, September 15	3:00 pm	Tuesday, September 15	6:00 pm
Tuesday, October 20	3:00 pm	Tuesday, October 20	6:00 pm
Tuesday, November 17	3:00 pm	Tuesday, November 17	6:00 pm
Tuesday, December 15	3:00 pm	Tuesday, December 15	6:00 pm

Schedule E – One per month with work session on same day

Agenda Item:_______

CITY OF VILLA RICA

City Council Meeting
Agenda Item Cover Sheet

SUBJECT: Continuation of Hotel and Motel Revenue Administration Program
AGENDA DATE: January 9, 2020

DATE PREPARED: January 2, 2020
PREPARED BY: Sarah Andrews

AMOUNT: $5,400
GL ACCOUNT #: 100-1510-521200
FUNDING SOURCE: General Fund Operating Budget
BUDGETED ITEM? Yes

PURPOSE: To continue using The Resource Professionals Group to administer our Hotel and Motel Tax collection.

BACKGROUND: In December 2017, the council approved The Resource Professionals Group (TRPG), a subcontractor of the Georgia Municipal Association (GMA), to audit the hotels/motels in the City for compliance. Since then, TRPG has audited the City's hotels and has collected the revenue. The City receives a check from GMA monthly for the hotel revenue that was collected by TRPG in the previous month.

STAFF RECOMMENDATION: To continue with TRPG's Hotel and Motel Revenue Administration program.

MOTION: I move that we approve payment of $5,400 to GMA for the 2020 Hotel Tax Program.

GEORGIA MUNICIPAL ASSOCIATION

Hotel Tax Program Invoice

City of Villa Rica
Ms. Alisa Doyal
City Clerk
571 W Bankhead Hwy
Villa Rica, GA 30180

INVOICE #:	HOTEL2020
INVOICE DATE:	11/30/2019
DUE DATE:	1/1/2020
MEMBER #:	245

BILLING DESCRIPTION	AMOUNT
2020 Hotel Tax Program (6 Hotels @ $900 Per Hotel)	$5,400.00
Total Due:	**$5,400.00**

Remittance advice - Cut here and insert in #10 window envelope

GEORGIA MUNICIPAL ASSOCIATION

MEMBER #:	245
Total Due:	**$5,400.00**

PLEASE MAIL PAYMENT WITH REMITTANCE ADVICE TO:

Georgia Municipal Association
Attn: Finance Dept
PO Box 105377
ATLANTA, GEORGIA 30348

GEORGIA MUNICIPAL ASSOCIATION

November 29, 2019

Ms. Alisa Doyal
City Clerk
City of Villa Rica
571 W Bankhead Hwy
Villa Rica, GA 30180

Dear Ms. Doyal:

Thank you for your support of our Hotel and Motel Revenue Administration program. Through this program, we are happy to provide your city with affordable access to hotel-motel tax collection, compliance, and administration expertise while maintaining a unique focus on the needs of your city.

Your continued participation in this program is a smart investment. For a small fee, we ensure that you collect regular revenue from compliant lodging providers that may otherwise go uncollected. You receive all of the hotel-motel tax revenue that you're owed (including interest and penalties from non-compliant lodging providers), and you can also rely on this regular revenue for funding tourism efforts in a tough economy.

To ensure ongoing lodging provider compliance and regular hotel-motel tax revenue, we:

- Review and keep your city's hotel motel tax ordinance and report forms up-to-date;
- Administer the hotel and motel tax on behalf of your city;
- Provide enhanced reporting about all lodging providers, their returns, their remittances, and any delinquencies;
- Follow up on any delinquent payments;
- Monitor your monthly revenue for accuracy;
- Provide an online portal for lodging providers that allows them to file returns and make hotel-motel tax payments.

Our online portal gives your city access to all of your hotel-motel tax return data in real time. You can also run reports and easily create an electronic record of all hotel-motel tax returns and payments. If your city currently does not take advantage of this cost- and time-saving aspect of our service, please give us a call so we can provide an overview of our online portal.

To stay knowledgeable about current hotel-motel tax laws, ordinances, legislation, industry trends, market rates, and best practices, GMA continues to make the necessary investments in the program to continue providing you excellent service and generating significant financial benefits for your city in 2020. We have also enclosed with this letter our invoice for 2020.

Should you have any questions regarding this invoice please do not hesitate to contact me (678) 686-6264 or djenkins@gacities.com. We appreciate your continued support and having the opportunity to serve you.

Sincerely,

Darin Jenkins

Darin Jenkins
Director, Financial & Operational Services

Enclosures

Agenda Item:_______

CITY OF VILLA RICA

City Council Meeting
Agenda Item Cover Sheet

SUBJECT: Update Bank Signers
AGENDA DATE: 01/09/2020

DATE PREPARED: 01/01/2020
PREPARED BY: Sarah Andrews

AMOUNT: n/a
GL ACCOUNT #: n/a
FUNDING SOURCE: n/a
BUDGETED ITEM? n/a

PURPOSE: To update bank signers based on recent changes.

BACKGROUND: The bank signature cards need to be updated to remove Jeff Reese and to add Gil McDougal and Michael Young.

STAFF RECOMMENDATION: To remove Jeff Reese from the bank signature cards and to add Gil McDougal and Michael Young to the bank signature cards.

MOTION: I make a motion that we remove Jeff Reese and add Gil McDougal and Michael Young to the bank signature cards, effective immediately.

City of Villa Rica Tax ID# 58-6000691
Update Signers for Bank Accounts
January 9, 2020

	Current Signers	Remove Signers	Add Signers
Pooled Cash Account			
Acct #522236	Alisa Doyal	Jeff Reese	Gil McDougal
	Thomas Barber		Michael Young
	Jeff Reese		
	Shirley Marchman		
	Matthew Momtahan		
	Leslie McPherson		
	Danny Carter		
FSA Bank Account			
Acct #9086299	Alisa Doyal	Jeff Reese	Gil McDougal
	Thomas Barber		Michael Young
	Jeff Reese		
	Shirley Marchman		
	Matthew Momtahan		
	Leslie McPherson		
	Danny Carter		
Payroll Account			
Acct #9095365	Alisa Doyal	Jeff Reese	Gil McDougal
	Thomas Barber		Michael Young
	Jeff Reese		
	Shirley Marchman		
	Matthew Momtahan		
	Leslie McPherson		
	Danny Carter		
Cemetery Bank Account			
Acct #585793	Alisa Doyal	Jeff Reese	Gil McDougal
	Thomas Barber		Michael Young
	Jeff Reese		
	Shirley Marchman		
	Matthew Momtahan		
	Leslie McPherson		
	Danny Carter		
SPLOST Checking Account			
Acct #6738025	Alisa Doyal	Jeff Reese	Gil McDougal
	Thomas Barber		Michael Young
	Jeff Reese		
	Shirley Marchman		
	Matthew Momtahan		
	Leslie McPherson		
	Danny Carter		
SPLOST 2015 Carroll Co			
Acct #9095266	Alisa Doyal	Jeff Reese	Gil McDougal

	Current Signers	Remove Signers	Add Signers
	Thomas Barber		Michael Young
	Jeff Reese		
	Shirley Marchman		
	Matthew Momtahan		
	Leslie McPherson		
	Danny Carter		
SPLOST 2016 Douglas Co			
Acct #2174301487	Alisa Doyal	Jeff Reese	Gil McDougal
	Thomas Barber		Michael Young
	Jeff Reese		
	Shirley Marchman		
	Matthew Momtahan		
	Leslie McPherson		
	Danny Carter		
Debt Service			
Acct #2174301495	Alisa Doyal	Jeff Reese	Gil McDougal
	Thomas Barber		Michael Young
	Jeff Reese		
	Shirley Marchman		
	Matthew Momtahan		
	Leslie McPherson		
	Danny Carter		
Self-Funded Insurance			
Acct #2174304465	Alisa Doyal	Jeff Reese	Gil McDougal
	Thomas Barber		Michael Young
	Jeff Reese		
	Shirley Marchman		
	Matthew Momtahan		
	Leslie McPherson		
	Danny Carter		
PD Miscellaneous Account			
Acct #6255509	Michael Mansour		
	Keith Shaddix		
	Thomas Barber		
Federal Seizures Account			
Acct #578843	Michael Mansour		
	John Scott Parker		
	Keith Shaddix		
	Thomas Barber		
Narcotic Enforcement Account			
Acct #428582	Michael Mansour		
	John Scott Parker		
	Keith Shaddix		
	Thomas Barber		
PD Explorer Account			
Acct #6402978	Michael Mansour		
	Keith Shaddix		

	Current Signers	Remove Signers	Add Signers
	Michelle Moore		
	Thomas Barber		
	John Scott Parker		
CD			
Acct #145382	Alisa Doyal	Jeff Reese	Gil McDougal
	Thomas Barber		Michael Young
	Jeff Reese		
	Shirley Marchman		
	Matthew Momtahan		
	Leslie McPherson		
	Danny Carter		
Safety Deposit Box			
#1743004256	Alisa Doyal	Jeff Reese	Gil McDougal
	Thomas Barber		Michael Young
	Jeff Reese		
	Shirley Marchman		
	Matthew Momtahan		
	Leslie McPherson		
	Danny Carter		

CITY OF VILLA RICA
FINANCIAL UPDATE
November 2019

CASH

	11-30-2018	11-30-2019
Total Cash & CD	$ 11,164,396	$ 14,380,596
General Fund	$ 5,220,144	$ 6,487,808
Water/Sewer Fund	$ 1,993,570	$ 3,198,560
Sanitation/Solid Waste	$ (56,107)	$ (2,587)
2008 Carroll SPLOST	$ 329,318	$ 262,673
2015 Carroll SPLOST	$ 242,596	$ 1,119,727
2016 Douglas SPLOST	$ 86,067	$ 624,437

SELF-FUNDED INSURANCE

TOTAL SAVINGS **$ 707,178**

Contributions		Expenses		Savings
Employer + Employee		***Admin + Claims Paid***		***Difference***
Oct '19	130,389	Oct '19	52,012	78,376
Nov '19	129,924	Nov '19	110,548	19,376
				-
				-
TOTALS	**$ 260,313**		**$ 162,560**	**$ 97,753**

OTHER HIGHLIGHTS

	Nov 2018	Nov 2019
Sales Tax Revenue - Carroll	$ 126,489	$ 127,977
Sales Tax Revenue - Douglas	$ 118,944	$ 113,831
Water Purchase Expense	$ 36,059	$ 82,605
Total # of Employees	161	167

GROWTH

	Nov 2018		Nov 2019	
Residential	**#**	***Amount***	**#**	***Amount***
Building Permits	43	$ 81,604	44	$ 114,678
Water Taps	44	$ 66,000	27	$ 40,500
Sewer Taps	42	$ 168,000	34	$ 136,000
Commercial	**#**	***Amount***	**#**	***Amount***
Building Permits	-	$ -	1	$ 11,031
Water Taps	-	$ -	1	$ 2,800
Sewer Taps	-	$ -	-	$ -

BUSINESS ACTIVITY

WATER/SEWER

	Nov 2018	Nov 2019
Water Revenue	$ 540,174	$ 579,266
Sewer Revenue	570,115	718,699
Misc. Revenue	256,880	219,070
Total Revenue	$ 1,367,169	$ 1,517,034
Utility Administrator	$ 79,984	$ 83,704
Water Expenses	155,085	211,553
Sewer Expenses	205,952	221,412
Dist./Coll. Expenses	198,960	155,451
Debt Expense	284,565	363,081
Depreciation	260,166	260,166
Total Expenses	$ 1,184,711	$ 1,295,367
Net Income (Loss)	$ 182,458	$ 221,667

SANITATION/ SOLID WASTE

	Nov 2018	Nov 2019
Sanitation Revenue	$ 121,781	$ 148,225
Solid Waste Revenue	$ 67,463	68,364
Misc. Revenue	-	-
Total Revenue	$ 189,243	$ 216,589
Sanitation Expenses	126,773	$ 138,519
Solid Waste Expenses	61,578	62,661
Depreciation	10,786	7,500
Total Expenses	$ 199,136	$ 208,680
Net Income (Loss)	$ (9,893)	$ 7,909

Agenda Item:_______

CITY OF VILLA RICA

City Council Meeting
Agenda Item Cover Sheet

SUBJECT: Amendment to the Defined Benefit Plan
AGENDA DATE: 01/07/2020

DATE PREPARED: 01/02/2020
PREPARED BY: Stephanie Rooks

AMOUNT: No cost
GL ACCOUNT #: NA
FUNDING SOURCE: NA
BUDGETED ITEM? NA

PURPOSE: The purpose of this item is to approve an ordinance that will allow in service distribution for elected officials and allow retirees who return to service as elected officials to continue drawing retirement benefits.

BACKGROUND:

This amendment was adopted back in 2017, while conducting the research to restate the plans, it was discovered that they could not find the executed copy of the amendment to the plan. GMEBS determined the better course was not to execute the 2017 amendment.

Currently the defined benefit retirement plan does not allow in service distributions of any kind. This amendment will allow elected officials to begin receiving normal retirement benefits while in office (in-service distribution) and allows retirees that return to service as elected officials to continue drawing benefits while in office.

STAFF RECOMMENDATION: Approval of the Adoption Agreement Ordinance.

IMPACT: The impact will be minimal on the employee population, rather it will allow more flexibility for the elected officials.

MOTION: I move that we adopt the Ordinance redefining and restating the City of Villa Rica Defined Benefit Retirement Plan as set forth in the attached plan document to be effective February 1, 2020. I further move that the Mayor and City Clerk be authorized to execute the Adoption Agreement for the City of Villa Rica's Georgia Municipal Employees Benefit System as set forth in the attached plan document to be effective February 1, 2020.

GEORGIA MUNICIPAL ASSOCIATION

December 16, 2019

TRANSMITTED VIA EMAIL AND U.S. MAIL
(srooks@villarica.org)

Ms. Stephanie Rooks
Human Resources Manager
City of Villa Rica
571 W Bankhead Hwy
Villa Rica, Georgia 30180-1726

Re: City of Villa Rica Georgia Municipal Employees Benefit System (GMEBS) Defined Benefit Retirement Plan; Amendment to Permit In-Service Distribution for Elected Officials and Allow Retirees Who Return to Service as Elected Officials to Continue Drawing Retirement Benefits; Plan Restatement

Dear Ms. Rooks:

Enclosed please find a draft amended Adoption Agreement for the City of Villa Rica's Georgia Municipal Employees Benefit System ("GMEBS") Defined Benefit Retirement Plan ("Plan"). The amendment to the Plan allows elected officials to begin receiving normal retirement benefits while in office (in-service distribution) (see p. 16) and allows retirees who return to service as elected officials to continue drawing benefits while in office (see pp. 27-28). Please note that the in-service distribution piece of this amendment is the same as what was sent to the City in 2017. It is our understanding that the City adopted the amendment in 2017, but GMEBS did not receive the executed documents until recently. Because of the amount of time that has passed, GMEBS has determined the better course is not to execute the 2017 amendment. Therefore the 2017 amendment will not take effect.

The Adoption Agreement provides that the amendments will become effective on February 1, 2020. **Please note that per O.C.G.A. § 47-5-40, the Adoption Agreement has been drafted in the form of an ordinance.**

The City's request for a plan amendment coincides with the restatement of the GMEBS Master Defined Benefit Plan document ("Master Plan") and the GMEBS Plan Adoption Agreement and addenda with the IRS. To protect the Plan's tax-qualified status, draft restated Plan documents, updated to reflect Master Plan amendments and to comply with changes in federal tax law, were filed with the IRS on January 21, 2014. On March 30, 2018, the IRS issued a favorable advisory letter (IRS determination letter) for the restated Plan documents. The IRS determination letter provides assurance to employers providing retirement benefits for employees through the GMEBS Plan that GMEBS is maintaining a qualified pension benefit program that allows employees to accrue benefits tax-free until retirement benefits are distributed to them.

To ensure continued tax-qualified status for all GMEBS-member retirement plans, we are asking all participating employers to adopt the IRS-approved plan documents, including the restated Adoption Agreement.

We have completed the enclosed restated Adoption Agreement to reflect the above amendment, as well as the other benefit provisions that are currently in place. We have also enclosed a copy of the restated Master Plan document (electronic copy only), which does not need to be signed by the City, as well as a detailed summary of key amendments to the Plan since its last restatement.

If the draft Adoption Agreement are acceptable as drafted, please have the designated representatives sign and date each document where indicated (p. 37) and return the executed documents to:

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

We will then countersign the original and return the fully executed document 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) 686-6236 or cdorsey@gacities.com.

Sincerely,

Caroline Dorsey

Caroline Dorsey
Assistant General Counsel

Encl.

C: Mr. David Mecklin, City Attorney, City of Villa Rica (w/ encl.)
Ms. Marinetty Bienvenu, Director, Employee Benefit Service (w/o encl.)
Ms. Michelle Warner, Director, Retirement Field Services (w/o encl.)
Ms. Gwin Hall, Senior Associate General Counsel (w/o encl.)

Please return the entire document checked below once it has been executed by the appropriate representatives where indicated by the "Sign Here" Tabs.

__X__ Adoption Agreement

______ General Addendum

______ Service Credit Purchase Addendum

______ ERIP Addendum

Thank you,

Gina Gresham

Legal Assistant

GEORGIA MUNICIPAL EMPLOYEES BENEFIT SYSTEM

DEFINED BENEFIT RETIREMENT PLAN

AN ORDINANCE
and
ADOPTION AGREEMENT
for

City of Villa Rica

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

TABLE OF CONTENTS

PAGE

I. AN ORDINANCE

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

Section 1. The Retirement Plan for the Employees of the City of Villa Rica, 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 37

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 Villa Rica, Georgia**

3. GOVERNING AUTHORITY

Name: **Mayor and Council**
Address: **571 W Bankhead Hwy, Villa Rica, GA 30180-1726**
Phone: **(770) 459-7000**
Facsimile: **(770) 459-7003**

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: **571 W Bankhead Hwy, Villa Rica, GA 30180-1726**
Phone: **(770) 459-7000**
Facsimile: **(770) 459-7003**

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]

Position: **Mayor**
Position: **City Manager**
Position: **Council Member**
Position: **Council Member**
Position: **Clerk**
Position: **Finance Officer**
Position: **Attorney**

Pension Committee Secretary: **Human Resources Director**
Address: **571 W Bankhead Hwy, Villa Rica, GA 30180-1726**
Phone: **(770) 459-7000**
Facsimile: **(770) 459-7003**

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)): <u>This is an amendment to permit elected or appointed members of the Governing Authority to receive In-Service Distribution of Normal Retirement benefits, commencing on or after February 1, 2020 (see p. 16), and to allow Retired Participants who return to Service as elected or appointed members of the Governing Authority to continue receiving Retirement benefits while in office (see pp. 27-28)</u>.**

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 **February 1, 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 **August 2, 2016** **(insert effective date of most recent Adoption Agreement preceding this Adoption Agreement).**

The Employer's first Adoption Agreement became effective **January 1, 2003** **(insert effective date of Employer's first GMEBS Adoption Agreement).** The Employer's GMEBS Plan was originally effective **April 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)**: **April 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)**: ________.

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): ________________________________.

(2) Municipal Legal Officers (check one):

☒ **ARE NOT** eligible to participate in the Plan.

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

Please specify any limitations on eligibility to participate here (e.g., service on or after certain date) **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: ______________________.

10. ELIGIBILITY CONDITIONS

A. <u>Hours Per Week (Regular Employees)</u>

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: **<u>40</u>** (must not exceed 40 hours/week regularly scheduled)

<u>Exceptions</u>: 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): <u>Police Officers, as defined in Section 2.51 of the MasterPlan, who are initially employed or reemployed on or after March 6, 2012.</u>**

Minimum hour requirement applicable to excepted Regular Employees:

☐ No minimum
☐ 20 hours/week (regularly scheduled)
☐ 30 hours/week (regularly scheduled)
☒ Other: **<u>84 hours per pay period (bi-weekly)</u>** (must not exceed 40 hours/week regularly scheduled)

Class(es) of Regular Employees to whom exception applies **(must specify - specific positions are permissible; specific individuals may not be named): <u>Police Department Customer Service Representatives who are initially employed or reemployed on or after March 6, 2012.</u>**

Minimum hour requirement applicable to excepted Regular Employees:

☐ No minimum

☐ 20 hours/week (regularly scheduled)
☐ 30 hours/week (regularly scheduled)
☒ Other: **<u>77 hours per pay period (bi-weekly)</u>** (must not exceed 40 hours/week regularly scheduled)

Class(es) of Regular Employees to whom exception applies **(must specify - specific positions are permissible; specific individuals may not be named): <u>Eligible Regular Employees employed on December 1, 2004, provided they do not become reemployed after such date.</u>**

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)

Class(es) of Regular Employees to whom exception applies **(must specify - specific positions are permissible; specific individuals may not be named): <u>Eligible Regular Employees first employed or reemployed after December 1, 2004, but prior to March 6, 2012, provided that they do not become reemployed on or after March 6, 2012.</u>**

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. <u>Months Per Year (Regular Employees)</u>

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 **<u>5</u>** months per year (regularly scheduled)

<u>Exceptions</u>: 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. <u>Credited Past Service with Adopting Employer</u>

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)): <u>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 or Eligible Regular Employee on April 1, 1984.</u>**

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

(3) Rate of Accrual for Prior Military Service.

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

☐ One month of military service credit for every _______ month(s) **(insert number)** of Credited Service with the Adopting Employer.

☐ One year of military service credit for every _____ year(s) **(insert number)** of Credited Service with the Adopting Employer.

☐ All military service shall be creditable (subject to any caps imposed above) after the Participant has completed ________ years **(insert number)** of Credited Service with the Employer.

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

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

☐ Participants shall **not** be required to pay for military service credit.

☐ Participants shall be required to pay for military service credit as follows:

- ☐ The Participant must pay ____% of the actuarial cost of the service credit (as defined below).
- ☐ The Participant must pay an amount equal to **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)):** ________________________.

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

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

C. <u>Prior Governmental Service</u>

<u>Note</u>: 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. <u>Early Retirement Qualifications</u>

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

- ☒ Attainment of age **<u>55</u>** **(insert number)**
- ☒ Completion of **<u>10</u>** years **(insert number)** of Total Credited Service

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

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

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

- ☐ Attainment of age _________ **(insert number)**
- ☐ Completion of _________ years **(insert number)** of Total Credited Service

B. **Normal Retirement Qualifications**

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

(1) **Regular Employees**

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

☒ Attainment of age 65 **(insert number)**

☒ Completion of 5 years **(insert number)** of Total Credited Service

☐ In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and 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)**: **Participants employed with the City as City Manager on or after August 2, 2016.**

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

☒ Attainment of age 65 **(insert number)**

☐ Completion of ________ years **(insert number)** of Total Credited Service

☐ In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and 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 **65** **(insert number)**

☐ Completion of _________ years **(insert number)** of Total Credited Service

☒ In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and 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.**

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 _________ **(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)**: ____.

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 ________ 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): ______________.**

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 <u>for Public Safety Employees Only</u>.**

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 (<u>i.e.</u>, 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 ________ years for the following classes of Eligible Regular Employees:
  - ☐ All Eligible Regular Employees.
  - ☐ Only the following Eligible Regular Employees: ____________________.
- ☐ limited to _______ years as an elected or appointed member of the Governing Authority.
- ☐ limited to _______ years as a Municipal Legal Officer.
- ☐ Other **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)):** _______.

B. Monthly Normal Retirement Benefit Amount

(1) Regular Employee Formula

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

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

This formula applies to:

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

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

☒ (c) **Split Final Average Earnings Formula.** 1.5**% (insert percentage)** of Final Average Earnings up to the amount of **Covered Compensation (see subsection (2) below for definition of Covered Compensation)**, plus 2.0**% (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 **60** **(insert number not to exceed 60)** consecutive months of Credited Service preceding the Participant's most recent Termination in which the Participant's Earnings were the highest, multiplied by 12. Note: GMEBS has prescribed forms for calculation of Final Average Earnings that must be used for this purpose.

This definition of Final Average Earnings applies to:

☒ All Participants who are Regular Employees.

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

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

(4) <u>Formula for Elected or Appointed Members of the Governing Authority</u>

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).

☒ $**<u>14.00</u>** **(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):** __________________________________.

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

C. **<u>Monthly Early Retirement Benefit Amount</u>**

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): <u>Participants who Terminated employment prior to August 1, 2002, unless such Participants become reemployed with the City and subsequently Terminate employment with the City on or after August 1, 2002.</u>**

☒ (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): Participants who Terminate employment with the City on or after August 1, 2002.**

Alternative Early Retirement Reduction Table

Number of Years Before Age 65 (check as applicable)	**Percentage of Normal Retirement Benefit* (complete as applicable)**
☒ 0	**1.000**
☒ 1	**0.980**
☒ 2	**0.960**
☒ 3	**0.940**
☒ 4	**0.920**
☒ 5	**0.900**
☒ 6	**0.880**
☒ 7	**0.860**
☒ 8	**0.840**
☒ 9	**0.820**
☒ 10	**0.800**
☐ 11	0.___
☐ 12	0.___
☐ 13	0.___
☐ 14	0.___
☐ 15	0.___

*Interpolate for whole months

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

☒ (1) The monthly Late Retirement benefit shall be computed in the same manner as the Normal Retirement Benefit, based upon the Participant's Accrued Benefit as of 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)**:

☐ 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. <u>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)</u>

(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)**: **<u>Retired Participants who return to Service as elected or appointed members of the Governing Authority</u>**.

(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)**: **<u>Retired Participants who return to Service in positions other than as elected or appointed members of the Governing Authority</u>**.

(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)**: **<u>Retired Participants who return to Service as elected or appointed members of the Governing Authority</u>**.

B. <u>Cost Of Living Adjustment</u>

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 10 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)**: **Participants employed with the City as City Manager on or after August 2, 2016.**

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))**: **No Vesting schedule (immediate Vesting).**

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))**: ______________________________.

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 (½) ☐ ___________ **(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.)**

<u>Minimum In-Service Death Benefit for Vested Employees Equal to Terminated Vested Death Benefit</u>. 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) **<u>Exceptions</u>:** If an in-service death benefit other than that specified above applies to one or more classes of Participants, the Employer must specify below the death benefit payable, the class(es) to whom the different death benefit applies, and the eligibility conditions for said death benefit.

Alternative Death Benefit **(must specify formula that satisfies the definite written program and definitely determinable requirements of Treasury Regulations Sections 1.401-1(a)(2)**

and 1.401-1(b)(1)(i) and does not violate limits applicable to governmental plans under Code Sections 401(a)(17) and 415): ______________________________________.

Participants to whom alternative death benefit applies **(must specify - specific positions are permissible; specific individuals may not be named):** _____________________________.

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

B. <u>Terminated Vested Death Benefit</u>

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

Alternative Death Benefit **(must specify formula that satisfies the definite written program and definitely determinable requirements of Treasury Regulations Sections 1.401-1(a)(2) and 1.401-1(b)(1)(i) and does not violate limits applicable to governmental plans under Code Sections 401(a)(17) and 415):** ______________________________________.

Participants to whom alternative death benefit applies **(must specify - specific positions are permissible; specific individuals may not be named):** _____________________________.

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

19. EMPLOYEE CONTRIBUTIONS

(1) Employee contributions (check one):

☒ Are not required.

☐ Are required in the amount of _____ % **(insert percentage)** of Earnings for all Participants.

☐ Are required in the amount of _____ % **(insert percentage)** of Earnings for Participants in the following classes **(must specify - specific positions are permissible; specific individuals may not be named)**: ____________________.

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

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

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

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

☐ Not to pick up Employee Contributions.

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

☐ Interest shall not be paid.

☐ Interest shall be paid on a refund of Employee Contributions at a rate established by GMEBS from time to time.

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

20. MODIFICATION OF THE TERMS OF THE ADOPTION AGREEMENT

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

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

21. TERMINATION OF THE ADOPTION AGREEMENT

This Adoption Agreement (and any Addendum) may be terminated only in accordance with the Plan. The Administrator will inform the Adopting Employer in the event the Board should decide to discontinue this 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 February 1, 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 Villa Rica, Georgia this _______ day of _____________________, 20_____.

Attest: CITY OF VILLA RICA, 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

SUMMARY OF KEY AMENDMENTS TO THE RESTATED GEORGIA MUNICIPAL EMPLOYEES BENEFIT SYSTEM DEFINED BENEFIT RETIREMENT PLAN

I. GENERAL OVERVIEW

On March 30, 2018, the IRS issued a favorable advisory letter for the restated Georgia Municipal Employees Benefit System Volume Submitter Defined Benefit Retirement Plan ("DB Plan" or "Plan"). The DB Plan, as approved, incorporates required federal law updates, as well as administrative updates adopted by the Board of Trustees of GMEBS over the last several years. The IRS requires that each Adopting Employer sign an updated DB Plan Adoption Agreement (and Addendum, if applicable).

II. SUMMARY OF KEY CHANGES TO THE MASTER PLAN DOCUMENT

Because all federal law and substantive amendments to the DB Plan were previously adopted by the Board of Trustees, participating employers have already been apprised of the amendments. However, the following information is a reminder of certain key provisions that were added to the Plan or significantly amended since the Plan was last restated in 2010.

- **Final Average Earnings and Federal Law Compensation Limits** - Final Average Earnings is defined as a set number of consecutive months of service credit (not to exceed 60 months) in which the participant's earnings were the highest. To comply with federal law, monthly earnings in excess of 1/12 of the federal annual compensation for the year in which the monthly salary was earned will not be used to compute a participant's Final Average Earnings. The monthly limit for salary earned (including payouts for unused leave, if applicable) for 2018 is $22,916.66. Unless the Plan says otherwise, Final Average Earnings excludes severance pay.

- **Mandatory Participation; Opt Out Through Written Agreement with Employer** - Unless an employer's Adoption Agreement says participation in the Plan is optional for one or more classes of eligible employees, all eligible employees must participate in the Plan. However, if, within 120 days of becoming employed or taking office, an eligible employee (or elected official, if elected officials are permitted to participate in an employer's Plan) enters into a written agreement or employment contract agreeing not to participate in the DB Plan, the employee will be ineligible to participate in the Plan. The employer must notify GMEBS if an otherwise eligible employee has entered into such an agreement. The employee may not become a participant in the employer's Plan in the future unless the employer amends its Adoption Agreement to specifically require participation by the employee.

- **Immediate Participation for all Eligible Employees** - Effective January 1, 2015, eligible employees become participants in the Plan on the date on which they become employed. If a plan is contributory, employee contributions must begin when an eligible employee begins work. A participant must still be

Agenda Item:_______

CITY OF VILLA RICA

City Council Meeting
Agenda Item Cover Sheet

SUBJECT: Soccer Uniforms
AGENDA DATE: January 9, 2020

DATE PREPARED: December 19, 2019
PREPARED BY: Vicki D. Coleman, AICP, Director

AMOUNT:
GL ACCOUNT #: 100-6120-531710
FUNDING SOURCE: Recreation Budget
BUDGETED ITEM? Yes

PURPOSE: The Parks, Recreation, and Leisure Services department is requesting approval of a vendor to provide soccer uniforms.

BACKGROUND: Parks, Recreation, and Leisure Services conducted an invitation to bid for its soccer uniforms. The City received two soccer uniform bids.

ITB 20-002PR - Soccer Uniform Bids - Unit Pricing			
Vendor	**Size**	**Spring Soccer**	**Fall Soccer**
Krown Sports: Decatur, GA	Youth Price per set:	$19.00	$19.00
	Adult Price per set:	$19.00	$19.00
Kalci Socer: Woodbridge, VA	Youth Price per set:	$19.50	$19.50
	Adult Price per set:	$19.50	$19.50

STAFF RECOMMENDATION: Approval of Krown Sports

IMPACT: Provides for the purchase of soccer uniforms

MOTION: To approve Krown Sports as the soccer uniform vendor.

MANDATORY BID SUBMITTAL FORM

BID NUMBER: ITB20-002PR | Department Athletic Uniforms

City of Villa Rica Parks, Recreation & Leisure Services

Company Name: KROWN SPORTS

Street Address: 218 LAREDO DRIVE

City/State/ZIP code: DECATUR, GA 30030

Primary Contact: A.J.

E-mail Address: aj@krownsports.com / starr3@krownsports.com

Phone Number: (404) 377-8181

Cell Phone Number: (404) 822-7739

Signature: [signature]

Date: 12/2/19

DESCRIPTION

1.0 **SPRING SOCCER**

1.1 Recent Estimates: 356 uniform sets purchased last season

1.2 (2) JERSEYS – 100% moisture wicking fabric; One (1) purple with gold sleeve panels and one (1) gold jersey with purple sleeve panels, with the official team name and VR Soccer Association logo on the front and eight inch (8") number on back

1.3 (1) – SHORT – purple with gold trim (no logo or screen printing)

1.4 SOCKS - SOLID COLOR (2 PAIR) One (1) gold and One (1) purple

Price per set: Youth: $19 Adult: $19

2.0 **FALL SOCCER**

2.1 Recent Estimates: 379 uniforms purchased last season

2.2 (2) JERSEYS – 100% moisture wicking fabric; One (1) purple with gold sleeve panels and one (1) gold jersey with purple sleeve panels, with the official team name and VR Soccer Association logo on the front and eight inch (8") number on back

2.3 (1) – SHORT – purple with gold trim (no logo or screen printing)

2.4 SOCKS - SOLID COLOR (2 PAIR) One (1) gold and One (1) purple

Price per set: Youth: $19 Adult: $19

OPTIONAL:

For any added information to be considered:

____

____

____

____

____

NOTES

- All totals provided are approximate numbers per item to be purchased and cannot be guaranteed.
- Sizes for uniforms are to be provided at time of order.
- Vendor shall comply with shipment date. Mandatory shipment within ten (10) business days or less from the date order is placed. The shipping date is very critical.
- The City anticipates two (2) order placements throughout the calendar year. The estimated order timeframes are February and August, 2020.

Agenda Item:_______

CITY OF VILLA RICA

City Council Meeting
Agenda Item Cover Sheet

SUBJECT: Athletic Uniforms
AGENDA DATE: January 9, 2020

DATE PREPARED: December 19, 2019
PREPARED BY: Vicki D. Coleman, AICP, Director

AMOUNT:
GL ACCOUNT #: 100-6120-531710
FUNDING SOURCE: Recreation Budget
BUDGETED ITEM? Yes

PURPOSE: The Parks, Recreation, and Leisure Services department is recommending a vendor for its athletic uniform purchase

BACKGROUND: Parks, Recreation, and Leisure Services conducted an Invitation to Bid on its athletic uniforms. Three bidders responded to the invitation. Two of the three completed the entire bid response. Attached is a table that summarizes the unit pricing for the bidders.

STAFF RECOMMENDATION: Approval of Gables Sporting Goods

IMPACT: Allows for the annual purchase of athletic uniforms for the department.

MOTION: To approve Gables Sporting Goods as the vendor for athletic uniforms.

ITB 20-001PR - Athletic Uniform Bids - Unit Pricing							
Vendor	**Size**	**Baseball/ Softball**	**Baseball/Softball All-Stars**	**Football**	**Fall Baseball/ Softball**	**Basketball**	**Basketball All-Stars**
RIDDELL/ All American: North Ridgeville, OH	Youth Price per set:	No Bid	46.51	42.94	No Bid	19.95	31.70
	Adult Price per set:	No Bid	47.80	42.94	No Bid	20.35	32.10
Concourse Team Express: San Antonio, TX	Youth Price per set:	$51.85	$33.94	$35.14	$33.17	$5.77	$5.70
	Adult Price per set:	$73.89	$45.41	$45.41	$49.23	$6.47	$6.47
Gable Sporting Goods: Villa Rica, GA	Youth Price per set:	$36.45	$44.35	$34.25	$19.95	$21.75	$28.95
	Adult Price per set:	$38.95	$45.75	$35.00	$20.45	$22.25	$29.75

ITB 20-001PR - Athletic Uniform Bids - Unit Pricing								
Vendor	**Size**	**Baseball/ Softball**	**Baseball/Softball All-Stars**	**Football**	**Fall Baseball/ Softball**	**Basketball**	**Basketball All-Stars**	TOTAL
Concourse Team Express: San Antonio, TX	Youth Price per set:	$51.85	$33.94	$35.14	$33.17	$5.77	$5.70	$165.57
	Adult Price per set:	$73.89	$45.41	$45.41	$49.23	$6.47	$6.47	$226.88
Gable Sporting Goods: Villa Rica, GA	Youth Price per set:	$36.45	$44.35	$34.25	$19.95	$21.75	$28.95	$185.70
	Adult Price per set:	$38.95	$45.75	$35.00	$20.45	$22.25	$29.75	$192.15

Agenda Item:_______

CITY OF VILLA RICA

City Council Meeting
Agenda Item Cover Sheet

SUBJECT: Pawn Shop Tracking System – Leads Online
AGENDA DATE: 01/09/2020

DATE PREPARED: 12/18/2019
PREPARED BY: Chief Michael Mansour

AMOUNT: $2,634.00
GL ACCOUNT #: 100 3210 621300
FUNDING SOURCE: General Budget Operating Budget
BUDGETED ITEM? Yes

PURPOSE: To change the pawn shop tracking service from Rapid/BWI to Leads Online

BACKGROUND: Over the past several years we have used Rapid/BWI to track pawn shop activity which has helped to recover stolen items and identify suspects. The jurisdictions surrounding Villa Rica have changed to Leads Online which also tracks the selling of scrap metal such as copper. Due to the changes with other jurisdictions Rapid/BWI has become obsolete requiring this change.

STAFF RECOMMENDATION: We recommend that you allow the police department to enter into an agreement with Leads Online to track the purchase of items through pawn shops and recycling businesses. The current price being charged to the pawn shops is .20 cents per transaction. We are recommending a charge of .15 cents per transaction to offset the city's cost of this service.

IMPACT: If we continue to use the current tracking company, the police department will be less effective in its effort to recover stolen property or identify suspects involved in thefts. This change is needed to continue to serve the citizens of Villa Rica.

MOTION: I make a motion that we allow the police department to enter into an agreement with Leads Online to provide the tracking service of pawn shop activity for the amount of $2,634.00 per year.

LeadsOnline
6900 Dallas Parkway, Suite 825
Plano, Texas 75024-4200

QUOTE

Villa Rica Police Department
101 Main Street
Villa Rica, GA 30180

Attn: Captain Keith Shaddix

Date:	12/9/2019
Quote#:	3276431
Terms:	Quote Only
Agency ID:	4559

Service Dates:
01/15/20 – 01/14/21

MONTHS	DESCRIPTION	TOTAL
12	LeadsOnline TotalTrack Investigation System Service Package	$2,634.00

Thank you for your interest in LeadsOnline! Please contact your LeadsOnline representative to move forward with this quote.

We accept Checks, Credit Cards, and EFT/ACH Payments

Total: $2,634.00

Update Your Billing Contact Information Online:
www.leadsonline.com/update

Download our W-9:
www.leadsonline.com/w9

Please call 972-331-7748 or email accounting@leadsonline.com should you have any questions about this quote.

Pricing and terms presented will expire 45 days from date of quote. A formal definitive agreement executed by both parties is required, the terms of which will supersede all prior communications and understandings. After execution, Purchase Orders should be emailed to accounting@leadsonline.com.

PHONE 972-361-0900 FAX 972-361-0901 TOLL-FREE 800-311-2656
6900 DALLAS PARKWAY, SUITE 825, PLANO, TX 75024
LEADSONLINE.COM

LeadsOnline

AGENCY AGREEMENT

This LeadsOnline, LLC AGENCY AGREEMENT ("Agreement"), dated January 15, 2020, ("Effective Date") is made between the City of Villa Rica on behalf of the Villa Rica Police Department ("Agency") and LeadsOnline LLC ("Leads").

SCOPE OF AGREEMENT

Leads operates and maintains an electronic reporting and criminal investigation system for receiving Data for the use of Law Enforcement Officials in their official duties. Leads acts in the capacity of an agent for such Law Enforcement Agencies for the purpose of collecting, maintaining and disseminating Data.

Agency desires to utilize Leads' System to support its investigations.

Subject to the terms of this Agreement and in consideration of the mutual covenants stated below, the parties agree as follows:

1. Definitions

1.1 "Data" means all information provided by Reporting Businesses and Law Enforcement Agencies about transactions, including (but not limited to) the transaction number, item number, product UPC code, quantity and ingredients, make, model, property description, serial number, name, address, identification number, telephone number, date of birth and any images recorded during the course of a transaction according to official request, statutory requirement or otherwise.

1.2 "GLBA" means the Gramm-Leach-Bliley Act of 1999, together with the Privacy Rule and Safeguards Rule promulgated by the U.S. Federal financial institution regulators and the Federal Trade Commission.

1.3 "Law Enforcement Agency" means any agency duly authorized by Municipal, State, County or Federal government to enforce laws or investigate crimes.

1.4 "Law Enforcement Official" means a person employed and authorized by a Law Enforcement Agency to, in his/her official duties, access Data and/or submit Data for official use by Law Enforcement Agencies.

1.5 "Leads' System" is Leads' electronic reporting and criminal investigations system for receiving Data for access by Law Enforcement Officials.

1.6 "Reporting Business" shall mean any entity that records Data regarding (a) the receipt or sale of products regulated by law, including but not limited to the Combat Methamphetamine Act of 2005 and (b) the receipt or other disposition of merchandise or materials, and reports such Data for access by Law Enforcement Officials according to official request, statutory requirement or otherwise.

2. Responsibilities of Agency

2.1 Agency agrees that the protection of usernames and passwords used to access Leads services and any Data accessed via Leads by its Law Enforcement Official is the responsibility of Agency. Agency agrees to maintain such information in a secure manner and to not provide login credentials to any other person.

2.2 Agency is responsible for the accuracy of information submitted by Agency's Law Enforcement Officials in registration for Law Enforcement Agency's accounts.

2.3 Agency agrees to not share its access to Leads' System with other Law Enforcement Agencies and to not share information retrieved from Leads' System with the exception of disclosure necessary for the purpose of prosecution of crimes within Agency's jurisdiction investigated by Agency.

2.4 Agency agrees that accounts will be i) registered only to individual Law Enforcement Officials employed exclusively by Agency and ii) will be used only by the specific Law Enforcement Official to whom the account is registered and iii) will not be used to access or otherwise provide information from Leads system to other Law Enforcement Agencies.

2.5 Agency represents and warrants that it shall only access, use and disclose Data for use in Agency's official Law Enforcement Agency duties. Agency maintains sole responsibility for activity taking place under its user accounts and is responsible for any use, misuse or disclosure of Data accessed by its users.

2.6 Agency is responsible for securing Data accessed from Leads' System, and agrees to comply with all applicable statutes, laws and regulations for use and disclosure of non-public personal information, including federal and state data security breach laws and the GLBA.

2.7 Agency agrees to not search Leads' System for the purpose of creating a public record in order to respond to a public records request when no such public record existed at the time the public records request was received by Agency. Agency understands and acknowledges that information accessible via Leads' System may not be eligible for disclosure in response to a public records request according to applicable law. Upon receipt of a request for records accessible via Leads' System, Agency will consider factors including but not limited to i)whether or not Agency has actually accessed and/or retained the record, ii) whether or not the record(s) are related to an active criminal investigation iii) whether or not the Reporting Business supplying the information is specifically required by law to report to Agency via Leads' System iv) whether or not the information contains non-public personal information protected by state and federal privacy law and breach notification law v) whether or not Agency's response to such request would include the trade secrets of one or more Reporting Businesses vi) whether or not the Reporting Businesses or customers are to be notified and provided with the opportunity to object to such disclosure, vii) whether or not computer programming or excessive labor would be required to redact exempted information from records prior to disclosure.

2.8 Agency is responsible for using devices and browsers capable of connecting via an encrypted internet connection.

2.9 Agency is responsible for promptly notifying Leads when a user is no longer employed by Agency or is otherwise no longer authorized to access Leads' System.

2.10 Agency agrees to promptly notify Leads of any conditions that Agency believes may represent or result from a security incident or vulnerability, including the possible compromise of a user's password. Please send any notifications to privacy@leadsonline.com.

2.11 Agency will pay subscription fees according to the schedule set forth in Attachment 'A' which by this reference is incorporated herein.

3. Responsibilities of Leads

3.1 Leads agrees to operate and maintain the Leads System for the purpose of receiving Data for access only by Law Enforcement Officials.

3.2 Leads agrees to secure Data using administrative, technical and physical safeguards as set forth in applicable law, including the GLBA.

3.3 Leads agrees to provide use of Leads' System with the capabilities specified in Attachment 'A'.

4. Conditions for use of Leads' System

4.1 Leads' System and website, including but not limited to written materials, text, graphics, logos, software, functionality, icons and images are the exclusive proprietary property of Leads and are protected under the United States Copyright Act (17 United States Code), as well as by all applicable state and international copyright laws, and by the Lanham Act (15 U.S.C. §§1051-1141n). Agency Agrees to abide by any additional copyright notices, trademarks, information, or restrictions contained in any content on Leads' System and website. Leads' System and website may be used solely for the purposes expressly provided for herein, and no aspect of the Leads' System or website may be used for any other purpose whatsoever. Any other use is unauthorized and will constitute an infringement upon the proprietary rights of Leads. No authority to use any content on Leads' System, website, or any other intellectual or other property of Leads not expressly granted by this Agreement shall be implied.

4.2 Agency agrees to not decompile or otherwise copy or use content on the Leads' System or website or other proprietary information of Leads for purposes of reverse-engineering or reconstruction, and to not remove, overprint or deface any notice of copyright, trademark, logo, legend, or other notices from any materials Agency obtains from Leads' System or website.

4.3 Agency represents it is a Law Enforcement Agency.

4.4 Leads may modify or upgrade any aspect of Leads' System at any time without notice. Leads agrees to make commercially reasonable efforts to perform such modifications in a manner that is not disruptive to Agency.

4.5 Subject to the terms of this Agreement, Agency hereby appoints Leads as its agent for the sole purpose of collecting, maintaining and disseminating Data from Reporting Businesses. This agency appointment is effective as of the registration date of Agency's initial user.

PHONE 972-361-0900 FAX 972-361-0901 TOLL FREE 800-311-2656
6900 DALLAS PARKWAY, SUITE 825, PLANO, TX 75024
LEADSONLINE.COM

4.6 Leads uses a number of checks to identify inaccurate or incomplete Data, but cannot and does not represent or endorse the accuracy or reliability of Data or other information submitted by Reporting Business and Law Enforcement Agencies. Data is provided by Reporting Businesses and Law Enforcement Agencies according to the laws and practices enforced in Reporting Businesses' jurisdiction using their proprietary operational software.

4.7 Leads will provide reasonable instructions to Reporting Businesses regarding uploading Data to the Leads' System, but is not responsible for ensuring their compliance with their Data reporting obligations.

4.8 Agency will not discourage Reporting Businesses from submitting Data via Leads.

5. Term

5.1 This Agreement will become effective as of the date first set forth above and remain in effect for three (3) years (the "Initial Term") or until termination by Leads or Agency as described below.

5.2 Neither party is obligated to renew this Agreement. Upon expiration of the Initial Term and any renewal term, Agency may renew this Agreement for an additional one-year term. Mutual agreement to be evidenced by Leads' submission of a valid invoice for the renewal year, and Agency's payment of such invoice within 30 days of renewal.

5.3 Following reasonable notice and cure period(s), either party may without further notice, terminate this Agreement if the other party (a) fails to perform any material obligation required under this Agreement or (b) violates any laws, rules or regulations related to this Agreement.

5.4 The parties agree that any continuation of this Agreement from one fiscal year to the next is contingent upon annual fiscal appropriation and lawful approval by Agency's governing entity. Agency may terminate this Agreement by providing 60 days' written notice to Leads prior to the next contract year if funding to make the next scheduled payment is not duly appropriated and authorized.

6. Disclaimer and Indemnification

6.1 **EXCEPT FOR THE REPRESENTATIONS SET FORTH IN SECTION 3 OF THIS AGREEMENT, LEADS SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS, CONDITIONS, AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARISING BY STATUTE, OPERATION OF LAW, USAGE OF TRADE, CUSTOM, COURSE OF DEALING, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY, MERCHANTABLE QUALITY, SATISFACTORY QUALITY, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND/OR ANY AND ALL OTHER IMPLIED WARRANTIES AND EXPRESS WARRANTIES (OTHER THAN THOSE SET FORTH HEREIN, IF ANY) WITH RESPECT TO LEADS' SYSTEM. LEADS' SYSTEM, INCLUDING ALL DATA, CONTENT, SOFTWARE, FUNCTIONS, MATERIALS AND INFORMATION MADE AVAILABLE ON OR ACCESSED THROUGH LEADS' WEBSITE IS PROVIDED, AND ACCEPTED AND/OR USED, "AS IS" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND.**

6.2 **IN NO EVENT SHALL LEADS BE LIABLE FOR OTHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OR LOSSES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, DOWNTIME COSTS, LABOR COST, OVERHEAD COSTS OR CLAIMS**

OF THE REPORTING BUSINESS, ITS AFFILIATES OR ANY OTHER THIRD PARTY, EVEN IF LEADS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, AT AN ABSOLUTE MAXIMUM, LEADS LIABILITY SHALL BE LIMITED TO THE AMOUNT OF MONEY IT IS PAID BY AGENCY TO LEADS.

6.3 Leads shall indemnify, hold harmless, protect and defend Agency and its officials, officers, employees, agents and authorized volunteers (the "Indemnified Parties") from and against all losses, liabilities, judgments, costs, expenses, damages (including damages to the Leads' System), attorney's fees, and other costs, including all costs of defense, arising from all suits of law or actions of every nature for or on account of the infringement of any trade secrets, patents, trademarks, copyrights or other proprietary right of any other party by reason of the use or integration of any proprietary materials, equipment, devices or processes, originally incorporated, or provided and used, by Leads in the performance of the services provided under this Agreement. Notwithstanding the foregoing, if the foregoing described losses, liabilities, judgments, costs, expenses, damages and the like arise due to the misuse of the Data or any other breach of this Agreement by Agency, Leads' liability under this paragraph shall be reduced proportionately by the amount of loss, liability, judgment, cost, expense, damage and the like arising due to such misuse or breach by Agency.

7. Miscellaneous

7.1 Neither party will be liable for any failure or delay in performing an obligation under this Agreement that is due to causes beyond its reasonable control, including any act that would be considered force majeure.

7.2 If any provision of this Agreement is held to be unenforceable, in whole or in part, such holding will not affect the validity of the other provisions of this Agreement, unless Leads deems the unenforceable provision to be essential to this Agreement, in which case Leads may terminate this Agreement, effective immediately upon notice to Agency.

7.3 Leads reserves the right to disclose any information in response to an official government request or duly authorized subpoena.

7.4 Any waiver by Leads of a breach of any provision of this Agreement by Agency or delay in enforcing any rights shall not operate or be construed as a waiver of any other or subsequent breach by Agency.

7.5 This Agreement constitutes the entire agreement between the parties, and supersedes all prior agreements and understandings, written or oral, between the parties relating to the subject matter hereof. This Agreement may not be modified, changed or discharged, in whole or in part, except by an agreement in writing signed by both parties. The mere acceptance of any work order, purchase order or other document containing provisions purported to modify or enlarge the obligations or liabilities of either party shall not be construed as acceptance of such provisions.

7.6 Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties hereto, any benefits, rights, or remedies under or by reason of this Agreement. There are no third-party beneficiaries to this Agreement. The only persons who may enforce or benefit from this Agreement and any rights under this Agreement are Agency and Leads.

7.7 This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to conflicts of laws provisions. Sole and exclusive jurisdiction and venue for any action or proceeding arising out of or related to this Agreement shall be an appropriate state or federal court located either in or near Carroll County, Georgia.

7.8 Neither party will assign its rights or duties under this Agreement without first providing written notice to the other party with at least 30 days to object to such assignment and in doing so, immediately terminate the Agreement without penalty.

LEADS

LeadsOnline LLC

Signature: ______________________________

Print Name: David K. Finley

Title: President & CEO

Date: ______________________________

Address: 6900 Dallas Parkway, Suite 825
Plano, Texas 75024

Tax ID: 42-1720332

AGENCY

City of Villa Rica on behalf of the Villa Rica Police Department

Signature: ______________________________

Print Name: ______________________________

Title: ______________________________

Date: ______________________________

Address: 571 W. Bankhead Hwy
Villa Rica, GA 30180

PHONE 972-361-0900 FAX 972-361-0901 TOLL-FREE 800-311-2656
6900 DALLAS PARKWAY, SUITE 825, PLANO, TX 75024
LEADSONLINE.COM

LeadsOnline

AGENCY AGREEMENT – Attachment 'A'

SCOPE OF WORK AND ANNUAL SUBSCRIPTION FEE

LeadsOnline System Capability	TotalTrack
Online reporting system for all pawn/secondhand stores	✓
Unlimited accounts/searches for your personnel working your cases	✓
Images of property, sellers, vehicles, thumbprints, etc. as reported	✓
Legacy data import (from existing in-house database)	✓
Updates, training and support for agency personnel and businesses	✓
Transaction Monitor – Audit system for reporting compliance	✓
ReportIt citizen property inventory system	✓
Automated NCIC/stolen property hits	✓
Message Inbox (alerts and communication to and from businesses)	✓
Daily Stats (hits and statistics for each investigator)	✓
Property Hold Management System	✓
Nationwide search access	✓
Saved (continuous) searches/Email hit alerts	✓ 50
eBay First Responder Service	✓
Persons of Interest inter-agency suspect information system	✓
Suspect variations and associations reports	✓
Statement Analyzer	✓
Total Fixed Annual subscription fee due on January 15, 2020 and on or before each anniversary thereof during the Initial Term	**$2,634**

Agenda Item:______

CITY OF VILLA RICA

City Council Meeting
Agenda Item Cover Sheet

SUBJECT: Approval for Axon Invoice
AGENDA DATE: January 2, 2020

DATE PREPARED: January 2, 2020
PREPARED BY: Chief Mansour

AMOUNT: $5,785.20
GL ACCOUNT #: 100-3210-531710
FUNDING SOURCE:
BUDGETED ITEM? Yes

PURPOSE: To purchase Taser Cartridges for recertification

BACKGROUND: State Mandated Certification Training of Police Officers: These cartridges are required for VRPD to use to recertify all of the officers to carry the Taser on Duty.

STAFF RECOMMENDATION: Staff recommends that the Council allow the VRPD to purchase these cartridges from Axon for the amount of $5,785.20.

IMPACT: Without these cartridges, VRPD will not be able to recertify the officers to continue to carry the tasers which is a less lethal means to prevent an officer or citizen from being hurt by a suspect.

MOTION: I make the motion that we allow the Villa Rica Police Department to purchase the taser cartridges from Axon for the amount of $5,785.20.

AXON

Axon Enterprise, Inc.
17800 N. 85th St.
Scottsdale, AZ 85255

Quote Expires on: 1/15/2020

Buyer:	Bill To:	Ship To:
Perry	101 MAIN ST	101 MAIN ST
Baxter		
Basic Instructor		
(678) 840-1319	VILLA RICA	VILLA RICA
perrybaxter@comcast.net	GA	US
	30180	30180
	US	

Quote Summary:

Quote Subtotal	5785.20
Total Discount	
Payment Method	

Tax calculated at checkout. Ground shipping is no additional cost.

Quote Items:

PRODUCT	PRICE	QUANTITY	DISCOUNT	TOTAL
X26 - Live - 15ft	27.00	100	270.00	2430.00
X2 - Live - 15ft	36.00	100	360.00	3240.00
X26P Blackhawk! Holster - Right Hand	64.00	2	12.80	115.20

Quote Subtotal: $5785.20

Tax calculated at checkout. Ground shipping is no additional cost.

Thank you for being a valued Axon customer. For your convenience, continue checkout on our online store buy.axon.com

CITY OF VILLA RICA

City Council Packet

SUBJECT: Livable Centers Initiative (LCI) Planning Grant Resolution of Support

CITY COUNCIL AGENDA DATE: January 14, 2020

DATE: **December 5, 2019**

PREPARED BY: Chris Montesinos AICP
Deputy Director of Community Development

FISCAL IMPACT:
ANNUAL – $20,000
CAPITAL – N/A
OTHER – N/A

FUNDING SOURCE: 2020 Budget Appropriation – Professional Fees and Services

---

PURPOSE: The City is applying for a LCI planning grant. The grant is an opportunity provided through the Atlanta Regional Commission (ARC). Although technically Villa Rica is a part of the Three Rivers Regional Commission, the city recently qualified to participate in the ARC's programs as a new inclusion in the Metropolitan Planning Organization. The LCI Study is a prerequisite to applying for federal transportation dollars administered by the Atlanta Regional Commission. The LCI program requires a 20% match from the City – the remaining 80% is paid by the ARC. Once included in the LCI program, the City can apply for future implementation grants – also with an 80/20 match split. The LCI program is a great opportunity for the City to gain access to federal funds for planning, transportation, streetscapes, and other infrastructure improvements. The $20,000 request will be for the City's required 20% grant match. The resolution presented is the commitment of the Mayor and City Council to support the City's LCI application and affirm the 20% match commitment.

BACKGROUND: The Atlanta Regional Commission's Livable Centers Initiative (LCI) is a grant program that incentivizes local jurisdictions to re-envision their communities as vibrant, walkable places that offer increased mobility options, encourage healthy lifestyles and provide improved access to jobs and services.

Since 2000, the LCI program has invested $216 million in 119 communities throughout the Atlanta region, helping pay for planning studies and the construction of transportation projects, such as sidewalks and intersection improvements, to bring those visions to life. The ARC board has allocated $314 million through 2030 to fund transportation projects resulting from completed LCI studies.

The LCI program is funded with federal transportation dollars. The grants cover 80 percent of the cost of each study or transportation project, with the recipient making a 20 percent match.

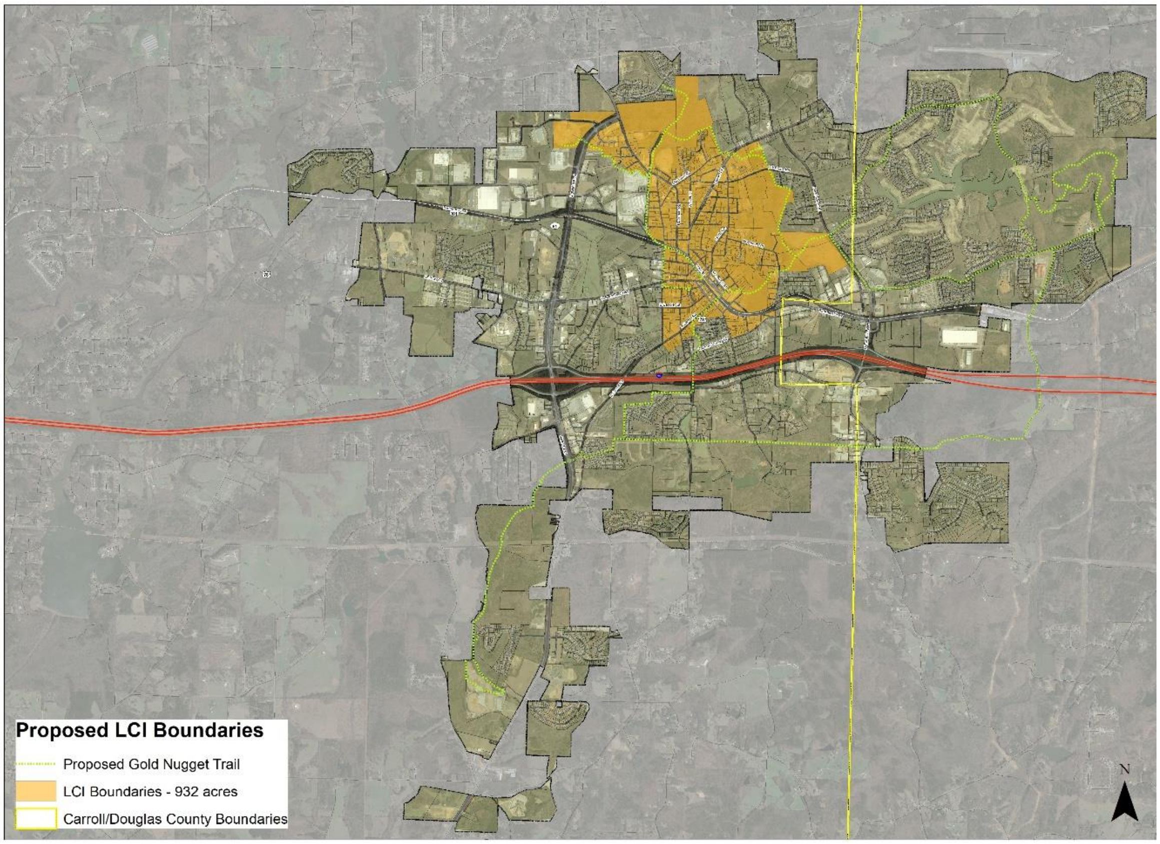
Participation in the LCI program provides opportunities to obtain federal transportation funds to pay for improvement projects, including downtown streetscapes, curb & gutter, sidewalks, and other pedestrian enhancements, and the implementation of much of the Golden Nugget Trail.

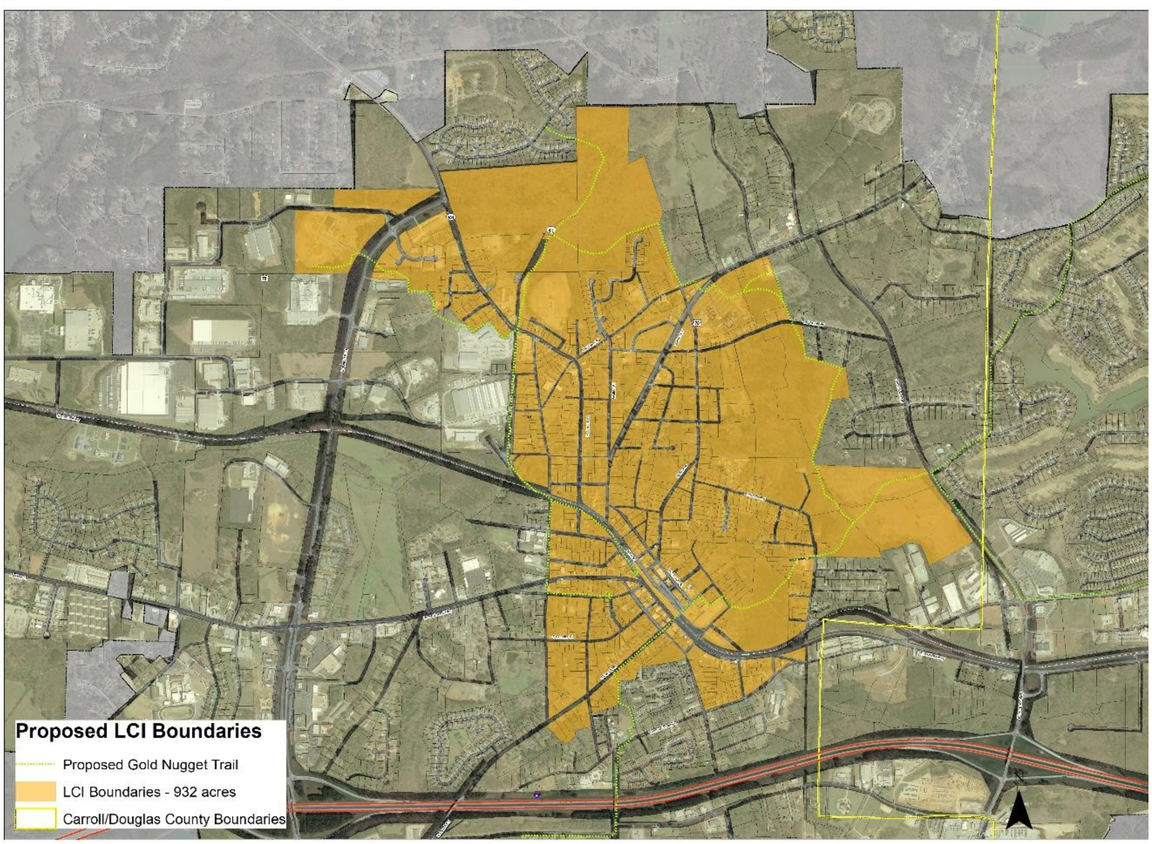
STAFF RECOMMENDATION: Staff strongly support the City's 2020 Livable Centers Imitative application, and encourages the Mayor and City Council to support the resolution commitment to match 20% of the LCI Study cost.

IMPACT: Participation in the LCI Program is a new opportunity for the City of Villa Rica. The long-term benefit to the City could be quite substantial for years to come. The LCI study is a Small Area Plan, which, like the Comprehensive Plan, identifies implementation projects within the LCI boundaries. The LCI program provides access to federal funds previously unavailable to the City. ARC requires that the LCI study is updated every 5 years – mostly to address implementation steps accomplished and adjustments in community priorities.

MOTION: Motion to APROVE a resolution in support of the City's Livable Centers Initiative (LCI) Study grant application, and to affirm its commitment to fund 20% of the project costs, should the City be selected for funding.

Preliminary LCI Planning District Map





STATE OF GEORGIA

COUNTY OF CARROLL

COUNTY OF DOUGLAS

CITY OF VILLA RICA

RESOLUTION R-9-2020

A RESOLUTION TO AUTHORIZE THE MAYOR OF THE CITY OF VILLA RICA, GEORGIA TO EXECUTE THE NECESSARY DOCUMENTS TO MAKE AN APPLICATION TO APPLY FOR GRANT FUNDS FROM THE LCI PROGRAM, A PROGRAM WHICH UTTLIZES FEDERAL TRANSPORTATION PROGRAM STP 33(C) FUNDS ADMINISTERED THROUGH THE ATLANTA REGIONAL COMMISSION (ARC).

WHEREAS: Federal grant funds are available through the LCI Program to assist local governments with planning and implementation of transportation improvements in their communities; and

WHEREAS: The City of Villa Rica. Georgia desires to make an application for these grant funds for Livable Centers Initiative Planning Study; and

WHEREAS: The City of Villa Rica will request grant funds for $80,000; and

WHEREAS: A local government must submit an application for these grant funds, and commit to 20% matching funds based on the approved grant - $20,000 – for a total project cost of $100,000;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Villa Rica, Georgia that the Mayor is hereby authorized to execute the necessary documents to make an application to acquire grant funds from the Atlanta Regional Commission through the LCI Program for a Livable Centers Initiative Planning Study;

BE IT FURTHER RESOLVED THAT:

In the event this federal grant is approved. the Mayor and Council hereby confirm that the 20% matching funds will be made available in the appropriate fiscal year budget, and that these funds will be used to meet the terms of this grant.

So Resolved, this the 14th day of January, 2020.

____

Gil McDougal, Mayor

____

ATTEST: Alisa Doyal, City Clerk

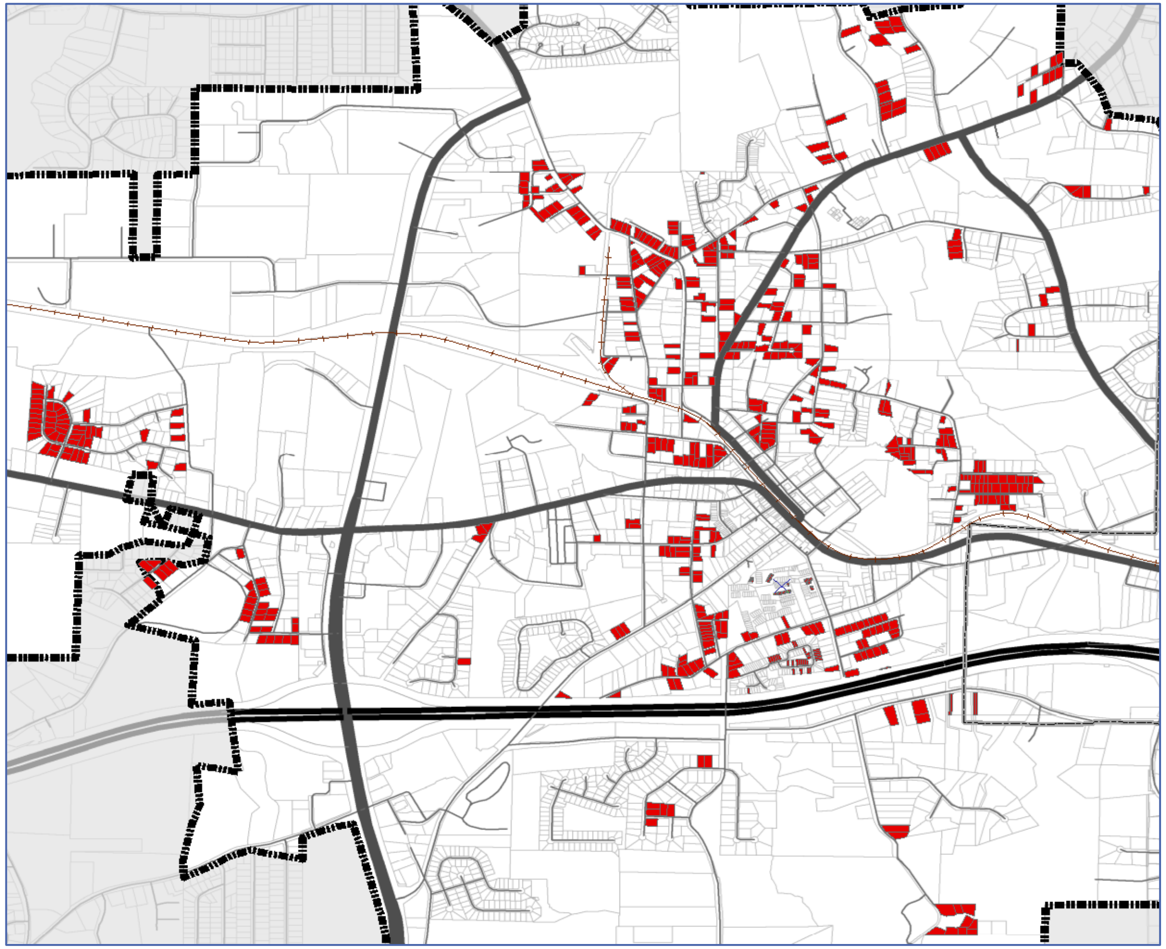
List of Substantive Changes to the Zoning Ordinance

PAGE	CONTENT AMENDED
P. 12	Giving the Planning & Zoning Commission authority to approve Variances and Special Exceptions – currently a function of the City Council.
P. 82	Added section on Parking for the Disabled.
P. 134	Added requirements for single-family residential subdivisions to provide a minimum number of amenities, and to provide a 5% density bonus for every additional amenity provided in excess of the minimum for up to 20% increase in density.
P. 176	Added additional quality design options to be considered for credit toward the residential design standards, and changes the minimum threshold from four design elements to six.
P. 177	Added residential design standards for PUDs – very extensive addition.
P. 215	Added lapse of rezoning due to development inactivity.
P. 217	Added Administrative Plats and Subdivisions – already in our existing UDC – very extensive.
P. 259	Clarification of Non-P-12 Public/Private Schools.
P. 282-283	New definitions added related Administrative Plats and Subdivisions.

City of Villa Rica, GA

ZONING MAP MODIFICATIONS EXPLAINED

Zoning Ordinance Audit



29%

Rural Development (RD) Nonconforming

38%

Single-Family Residential (R-20) Nonconforming

48%

Multi-Family Residential (R-14) Nonconforming

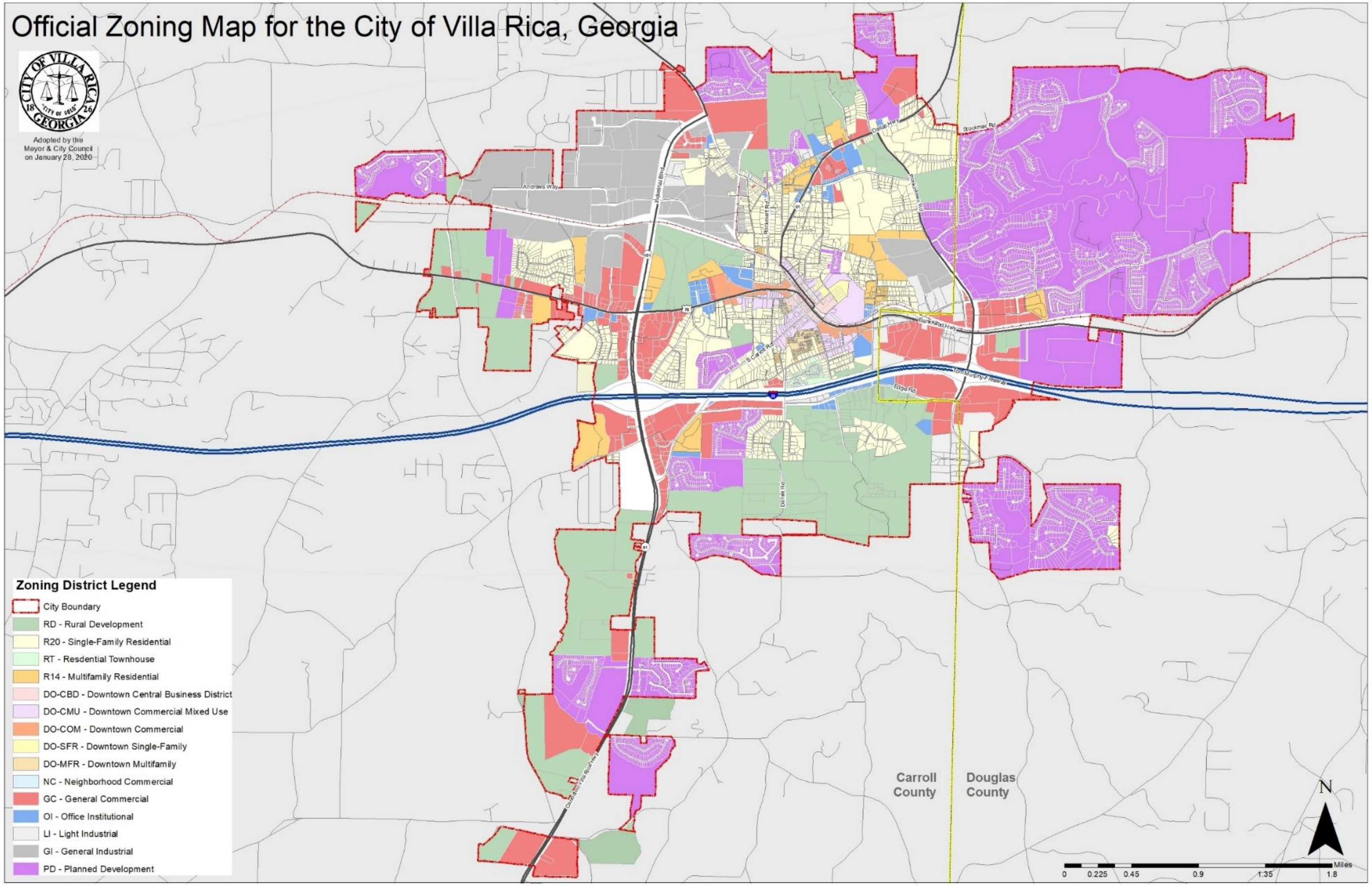
100%

Residential Townhouse (RT) Nonconforming

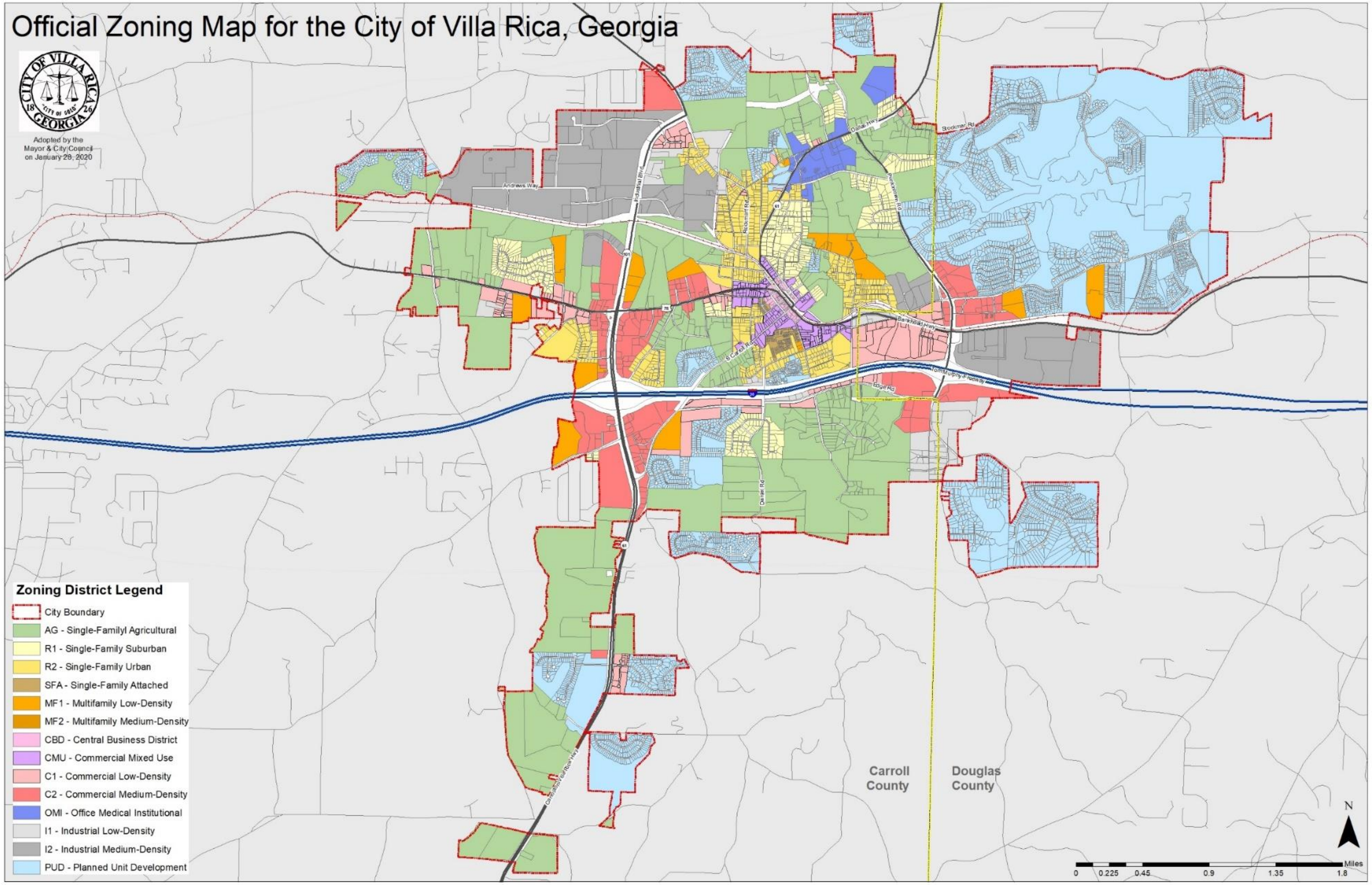
Residential Nonconforming

4,001 OUT OF 5,791 (69.1% OF ALL RESIDENTIAL PROPERTIES ARE ZONED PD/PUD)

Current Zoning Map



Proposed Zoning Map



Current Zoning Map

OLD

Zoning District Legend

- City Boundary
- RD - Rural Development
- R20 - Single-Family Residential
- RT - Resdential Townhouse
- R14 - Multifamily Residential
- DO-CBD - Downtown Central Business Distric
- DO-CMU - Downtown Commercial Mixed Use
- DO-COM - Downtown Commercial
- DO-SFR - Downtown Single-Family
- DO-MFR - Downtown Multifamily
- NC - Neighborhood Commercial
- GC - General Commercial
- OI - Office Institutional
- LI - Light Industrial
- GI - General Industrial
- PD - Planned Development

NEW

Zoning District Legend

- City Boundary
- AG - Single-Familyl Agricultural
- R1 - Single-Family Suburban
- R2 - Single-Family Urban
- SFA - Single-Family Attached
- MF1 - Multifamily Low-Density
- MF2 - Multifamily Medium-Density
- CBD - Central Business District
- CMU - Commercial Mixed Use
- C1 - Commercial Low-Density
- C2 - Commercial Medium-Density
- OMI - Office Medical Institutional
- I1 - Industrial Low-Density
- I2 - Industrial Medium-Density
- PUD - Planned Unit Development

Zoning Districts Old and New

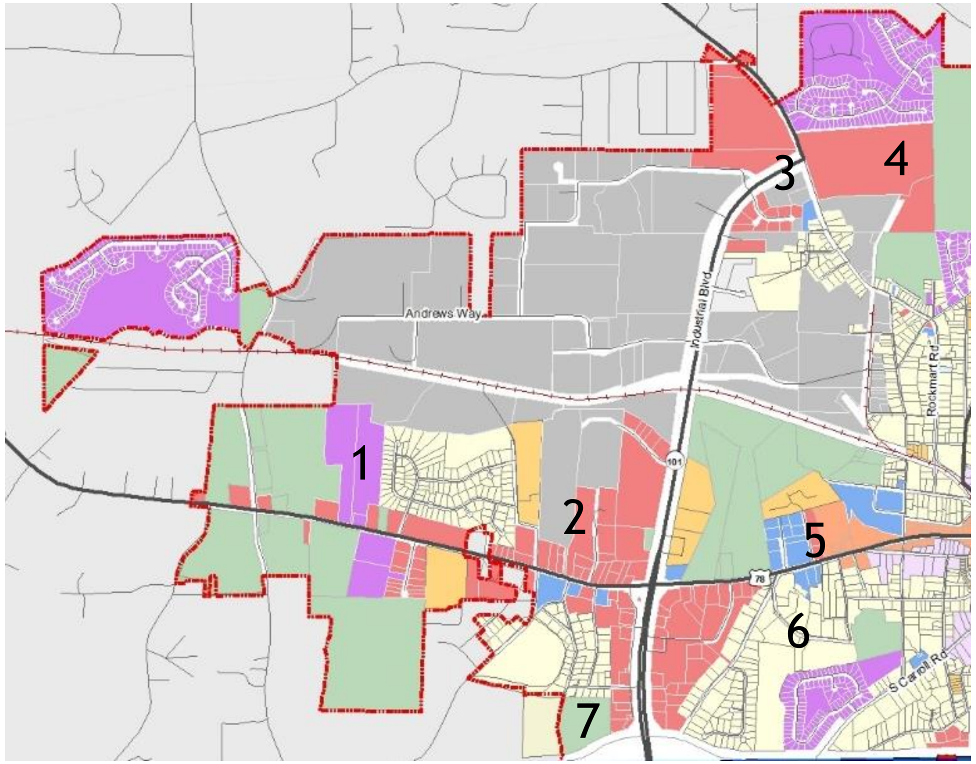
OLD		NEW	DIFFERENCE
RD	=	AG	No substantive changes
R20	=	R1	No substantive changes
----	=	R2	New zoning district
RT	=	SFA	No substantive changes
R14	=	MF1	No substantive changes
----	=	MF2	New zoning district
DO-CBD	=	CBD	No substantive changes
DO-CMU	=	CMU	No substantive changes
DO-COM	=	----	Consolidated into CMU
DO-SFR	=	----	Consolidated into CMU
DP-MFR	=	----	Consolidated into CMU
NC	=	C1	No substantive changes
GC	=	C2	No substantive changes
OI	=	OMI	No substantive changes
LI	=	I1	No substantive changes
GI	=	I2	No substantive changes
PD	=	PUD	No substantive changes

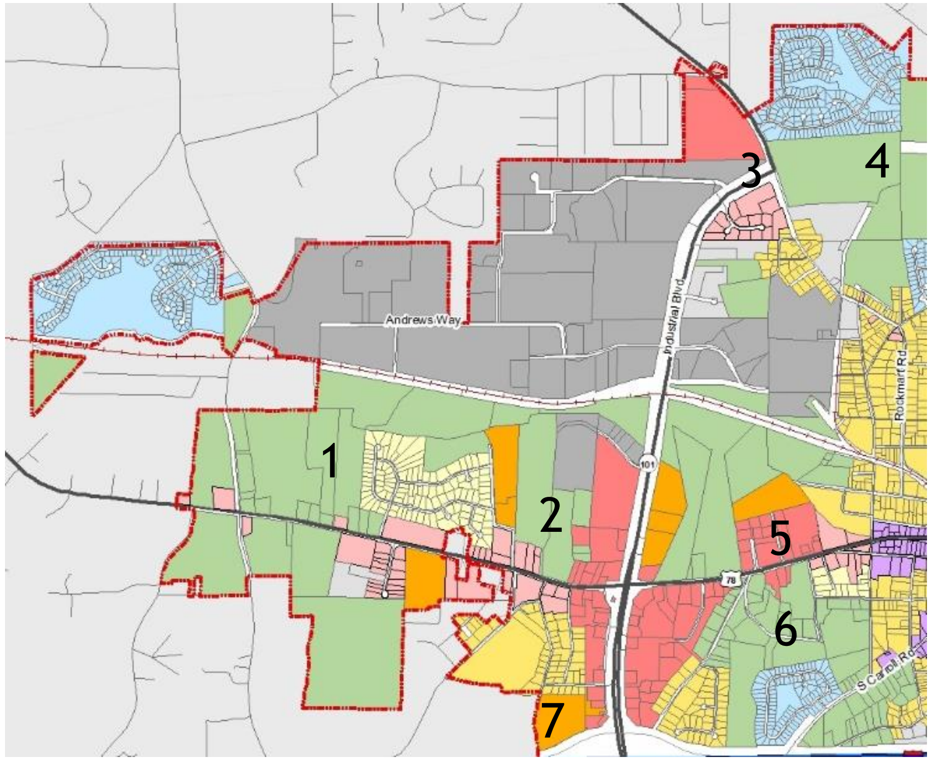
NOTE: No properties are zoned to MF2.

Zoning Map Major Considerations

- Permissible Uses per Zoning Category – Need for Realignment
- Application of Zoning Districts on Incompatible Land Uses
- Lack of Transition Between Higher Intensity and Residential Land Uses
- Large Zoned Parcels that were Never Developed
- Zoning Densities Greater than Necessary or As-Built
- Excessive Use of Overlays/Overlays Not Applied
- Zoning Categories not Applied

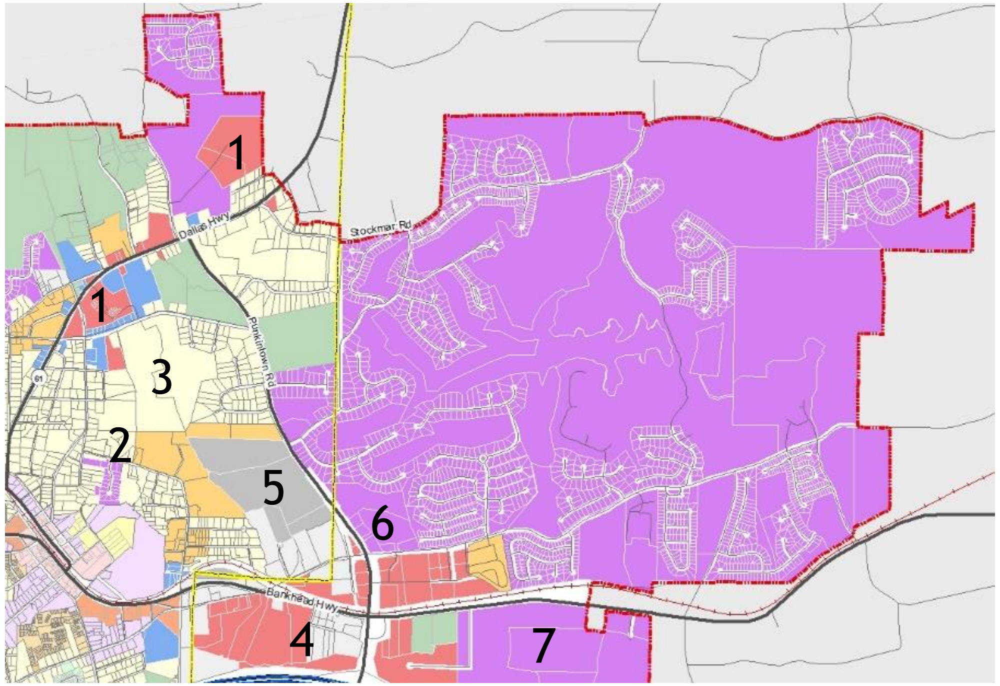
So, what's being changed and why???

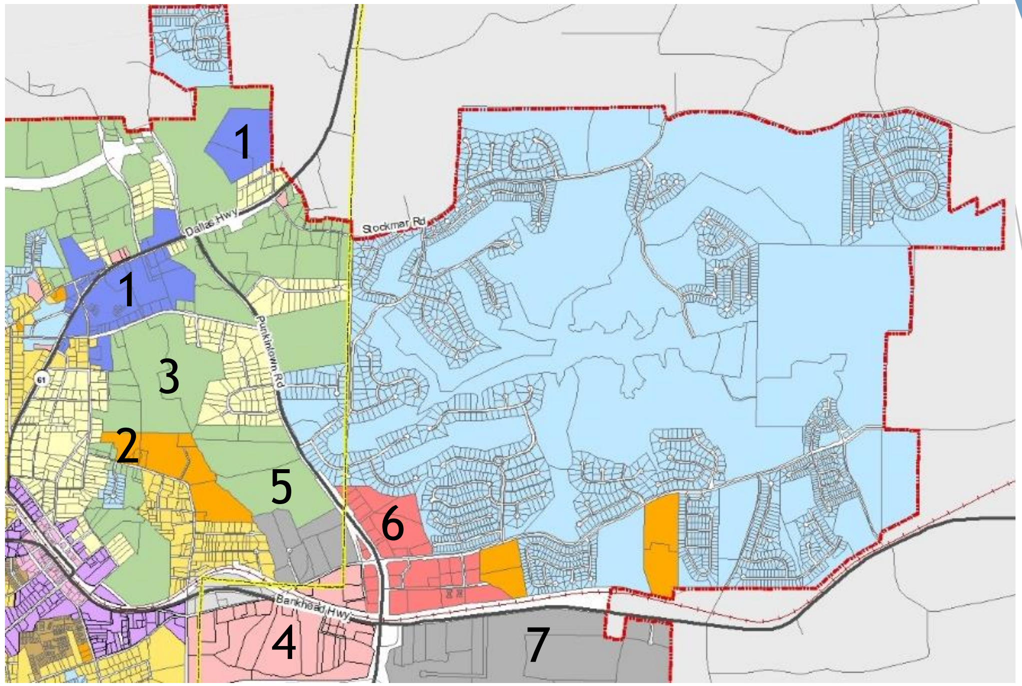




1. Property is zoned PUD but has never been developed as such (PUD abandonment).
2. Properties are zoned industrial and commercial but remain undeveloped.
3. Zoning contiguity from commercial to industrial, transition from higher intensity commercial and industrial to a lower intensity commercial use reflective of current land use.
4. Highway 61 extension – uncertain future redevelopment under GDOT ownership – zone from general commercial to agricultural.
5. Corrective zoning from multiple commercial zones to singular commercial zone.
6. Single-family residential zoned for larger lot sizes; removes property erroneously included in PUD.
7. Reflect recent annexation and multifamily zoning.

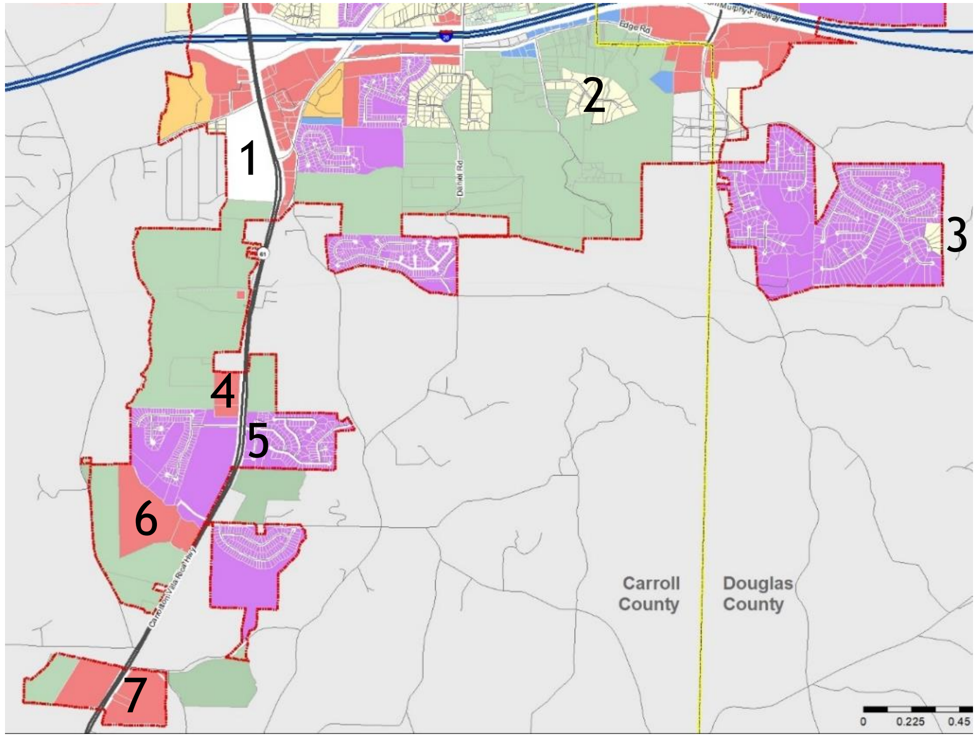
So, what's being changed and why???

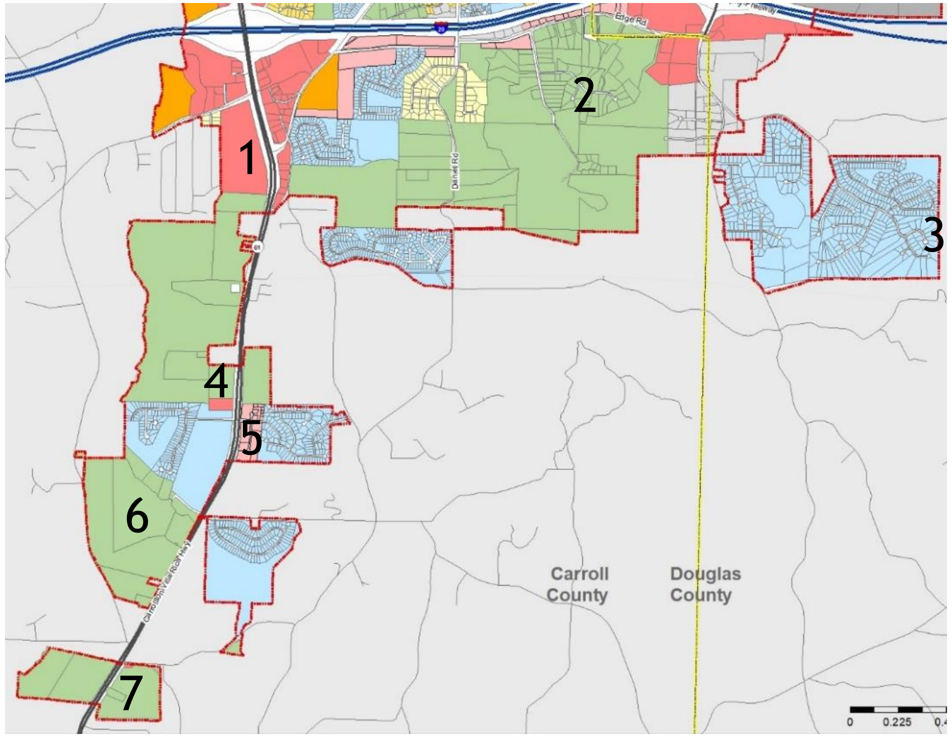




1. Consolidating the institutional uses of the GC zone and putting them into Office Medical Intuitional OMI).
2. Rezone public housing apartments from single-family detached to multifamily.
3. Rezone undeveloped land from single-family residential to agricultural.
4. Rezone from industrial to light commercial to better reflect existing land uses.
5. Rezone from general industrial to agricultural – property remains undeveloped, and industrial is not consistent with Urban Village in the Comprehensive Plan.
6. Pull commercial parcels out of PUD to have better control over permissible commercial uses.
7. Rezone from PUD/GC/RD to general industrial to reflect existing and desired land uses; zone adjacent properties to industrial for zoning contiguity.

So, what's being changed and why???





1. Reflects recent annexation and commercial zoning.
2. Rezone from R20 to agricultural residential large-lot land use – a R1 would allow smaller lots than existing development pattern, so AG is the best option.
3. Correction to PUD which was somehow zoned R20.
4. Defunct pre-fab home builder site rezoned from general commercial to AG.
5. Commercial portion of Planned Development zoned to C1 for better control over permissible uses.
6. Property acquired for V-Plex zoned to AG for future conservation.
7. Defunct skate/bowl development rezoned form general commercial to AG.

Zoning Ordinance Process

March-May 2019	Internal draft of Zoning Ordinance (ZO)
May 10, 2019	ZO Review Team Meeting
August 13, 2019	ZO Review Team Meeting
August 14, 2019	ZO Review Team Meeting
August 19, 2019	Final Internal Review of ZO
September 3, 2019	ZO Posted to City Website
September 19, 2019	Comments received from PZC and integrated into redlined draft of ZO
September 24, 2019	ZO submitted to City Council for Review
September 24, 2019	Presentation of ZO to the City Council
September 30, 2019	Revised ZO posted to City Website with PZC Comments
October 1, 2019	Presentation of ZO to the Planning & Zoning Commission
December 2, 2019	Review ZO with CM McPherson
December 3, 2019	Review ZO with CM Marchman
December 10, 2019	Review ZO with CM Momtahan
December 23, 2019	Final redlined draft of ZO submitted to the City Council
January 9, 2020	Presentation of Zoning Map changes associated with the ZO rewrite

Obstacles to Adoption

- Until the new Zoning Ordinance is adopted, the City must comply with the zoning section of the Unified Development Code (UDC).

- According to Table 2-1, Section 2.01(b) and Section 2.03(b) of the UDC, actions involving zoning map or text amendments are required to advertise and hold a public hearing, send a letter notifying each individual property owner, and post the property(ies) affected by the zoning action.

- This would require notification of 6,687 property owners and post signs at each location. The postage alone would be $45,472, not to mention the logistical impracticality of posting every property in the city.

- In order to proceed with the new zoning ordinance and zoning map, we're going to have to amend Sec. 2.01(b) of the UDC.

Resolution of Zoning Obstacles

- **The following text amendment to Section 2.01(b):**

6. Notification. Zoning text amendments and revisions of the zoning map which are initiated by the city shall not require the posting of signs on affected properties. Notice to the property owner(s) shall be required where the rezoning will substantially affect the enjoyment or use of the property as currently developed, and shall not be based on projected or prospected financial gain on a property's future transaction. The City shall be exempt from the notification of individual property owners adjoining the property being rezoned, but shall not be exempt from any requirements under the Georgia Zoning Procedures Law.

Next Steps

- Amend UDC Section 2.01(b) to read as the ordinance is outlined on the previous slide.

- This will allow the City to move forward with the adoption of the new Villa Rica Zoning Ordinance and Official Zoning Map, while still requiring the City to notify property owners where substantive changes to the zoning of their properties is being proposed (advising them of the upcoming public hearing). However, it will not require the notification of ALL property owners, and it will not require the posting of notice on ALL properties.

- City Council MOTION:
  - Recommendation to approve an amendment to Section 2.01(b) of the Unified Development Code as provided by staff.

CITY OF VILLA RICA

City Council Packet

SUBJECT: New Villa Rica Zoning Ordinance – Zoning Map Modifications

CITY COUNCIL AGENDA DATE: January 9, 2020

DATE: **December 20, 2019**

PREPARED BY: Chris Montesinos, AICP
Deputy Director of Community Development

FISCAL IMPACT:
ANNUAL – N/A
CAPITAL – N/A
OTHER – N/A

FUNDING SOURCE: N/A

PURPOSE: Presentation to the Mayor and City Council on proposed changes to the Official Zoning Map for the City of Villa Rica, and to address serious obstacles hindering the pending adoption of the new Villa Rica Zoning Ordinance.

BACKGROUND: The Planning Commission has already made an affirmative recommendation with additional considerations for the City Council to review. In addition to the complete rewrite of the Zoning Ordinance, a major "text amendment" to the zoning ordinance, the application of the newly reclassified zoning districts to the Official Zoning Map presents a problem based on the current Unified Development Code (UDC) of which the new zoning ordinance is intended to replace. The UDC requires that for any text amendment or modification to the zoning map that a public hearing must be held, and that all properties affected by the zoning action must be notified by mail and each individual property must be posted with a sign. This zoning action, mostly unsubstantially, affects 6,687 parcels within the city, and the cost of sending a certified letter to each individual property owner would exceed $45,000 – not to mention the logistical impracticality of posting every property in the city. This agenda item

STAFF RECOMMENDATION: In order to remedy the individual public notice requirements of the UDC, amendments need to be made to relieve the City from the substantial burden that the requirements of the UDC requires. Without this relief, the future adoption of the new Zoning Ordinance would be critically impacted. At the time that this coversheet was submitted, this agenda item is scheduled to be heard at the January 7, 2020 Planning & Zoning Commission meeting. Further, the presentation and associated documents were forwarded to the City Attorney for review and comment. Given the uncertainty of outcomes from the commission and the attorney, the recommendation of staff provided as a consideration without knowledge of their input or support – which will be made clear on or before the January 9th Council meeting. Further, because if this delay, the redlined version of the Villa Rica Zoning Ordinance will be delayed until the January 28th, 2020 Council Meeting.

IMPACT: Significant to the advancement of the new Villa Rica Zoning Ordinance

MOTION: Motion to APPROVE a text amendment to Section 2.01(b) of the Unified Development Code to read:

6. **Notification**. Zoning text amendments and revisions of the zoning map which are initiated by the city shall not require the posting of signs on affected properties. Notice to the property owner(s) shall be required where the rezoning will substantially affect the enjoyment or use of the property as currently developed, and shall not be based on projected or prospected financial gain on the property's future transaction. The City shall be exempt from the notification of individual property owners adjoining the property being rezoned, but shall not be exempt from any requirements under the Georgia Zoning Procedures Law.

Article 2 Development Procedures

Section 2.01 Procedures Common to Applications

Any person proposing a land use or development shall comply with the procedures of this section. **Table 2-1** summarizes the procedures and decision-makers involved in the development review process.

A. Application Process
The following procedures apply to all applications, except as modified in **Sections 2.02** and **2.03**.

1. Pre-Application Meeting Encouraged
Prior to preparing an application, applicants are encouraged to meet with the Staff to discuss the nature of the proposed application, application submittal requirements, the procedure for action and the standards for evaluation of the application.

At the pre-application conference, the Community Development Director or his designee may identify additional information needed to assess the project. The results of the pre-application conference, prepared by staff, shall be made part of the development file upon submittal of an application. At any time during the processing of any application, additional information may be required by the decision-maker to respond to issues or concerns that may not have been evident at the pre-application conference.

2. Application Requirements
Application materials shall be available in the office of the Community Development. Such applications shall be filed in advance of any public hearing or public meetings required pursuant to this Code. The Community Development Director or his designee may establish a schedule for filing any application for development approval requiring action by the Planning Commission or the City Council, which schedule shall provide adequate time for required notice. Completed applications shall be filed and processed according to the schedule.

3. Streamlining the Development and Permitting Process
The Community Development Director or his designee are authorized to shorten the time required to process applications for development, provided there is no conflict with local hearing and notice requirements.

4. Staff Review
The staff shall review the application and determine if the application is complete. If the application is incomplete, the Community Development Director shall return it to the applicant to be resubmitted in conformance with this Code. No incomplete application shall be processed and no timelines shall be applicable to incomplete applications.

5. Other Agency Reviews
All applications shall be reviewed by City staff and other appropriate agencies for compliance with City codes and policies. The staff may forward copies of the applications to various agencies for their review of the material submitted. Review agencies may request additional time for review, which may be granted by the decision-maker if good cause is shown and if such request is made within the review time. The agencies' review is advisory and does not constitute approval or denial. Upon completion of staff review, the staff will provide its comments in writing to the applicant and the applicable decision maker.

6. Community Development Director's Decision
After the applicant has had the opportunity to respond to the comments of staff and other agencies, the Community Development Director or his designee shall:

a. Approve, approve with conditions, or deny applications for which they are the decision-makers; or

b. Recommend approval or denial of the applications for which the Planning Commission or City Council are the decision-makers.

7. Appeals
Appeals to the Community Development Director's decision shall be filed within thirty (30) days of the date when the decision sought to be amended was served upon the party affected by the decision.

8. Amendments
Unless otherwise stated, a permit shall be amended through the process it was originally approved.

9. Validity
Unless otherwise stated, all permits and approvals shall expire within one year of issuance or approval, provided that the decision-maker may approve an extension of up to twelve (12) months upon receipt of an application providing evidence that the applicant can proceed with the initial permit in conformance with currently adopted codes and policies.

10. Enforcement and Revocation
The Community Development Director or the Chief Building Inspector, as applicable, may revoke any permit for failure to comply with the conditions of the permit.

B. Notice and Public Hearing Provisions

The content of public hearing notices and method of giving notice for public hearings shall be done in conformance with the requirements of this Code (see Table 2-1). The applicant shall pay all costs for notification, shall ensure its timely delivery to the newspaper, shall provide the "Certificate of Publication" to the Community Development Director, shall post signs and shall provide addressed, stamped, and unsealed notices for mailing. A public hearing shall be held by the Planning Commission and/or the City Council in accordance with this Code and any rules established by the Planning Commission or City Council.

1. Timing of Notice

If required, notice shall be published, mailed or posted by sign not more than forty-five (45) days nor fewer than fifteen (15) days before the applicable hearing. For staff issued permits, signs shall be posted for the duration of work being done pursuant to the permit.

2. Published Notice

In any instance in which a public hearing is required, a notice setting forth the date, time, place and purpose of such hearing, the name of the applicant and identification of the subject property must be published at least once in the Times Georgian.

3. Mailed Notice of Public Hearing

Mailed notice of a public hearing, as required in Table 2-1, shall be sent at the applicant's cost by first class U.S. mail to every owner of property abutting the subject property. The notice shall be mailed to each affected property owner at the mailing address listed in the official records of the County Tax Assessor.

a. Form of Notice

Mailed notice shall be in post card form stating the date, time and place of the hearing, a general description of the proposal, the location of the property that is the subject of the hearing, and other such requirements as further specified in this Code. The mailed notice must also include a statement explaining that members of the public may be heard at the public hearing.

b. Receipt of Notice

The failure of a property owner to receive notice by mail, if timely sent and properly addressed to the current owner of record, shall not be grounds for invalidating any action taken by the responsible decision-making body.

4. Property Sign

When required by Table 2-1, the applicant shall post City-approved signs giving notice of the pending application. The applicant shall post at least one sign on the subject property prior to the hearing, on or before the date of the public notice publication. At least one sign shall be visible from each street abutting the subject property. The sign(s) shall remain posted on the property until after the close of the final public hearing.

5. Agenda Notice

Notice shall be posted at City Hall at least forty-eight (48) hours prior to any public hearing.

6, Insert Text Here

C. Application and Public Hearing Procedures

1. Application Review

All applications shall be reviewed as a Type 1, Type 2, Type 3, Type 4 or Type 5 application in accordance with **Table 2-1**. These processes are illustrated in **Exhibit 2-1**.

a. Type 1

Type 1 applications shall be reviewed and decided upon by staff. Decisions may be appealed to the City Council in accordance with **Section 2.03.K.**

b. Type 2

Type 2 applications shall be reviewed by staff, which shall make a recommendation to the Planning Commission. The Planning Commission will conduct a public hearing, if required, and may approve the application, approve the application with conditions or deny the application. The Planning Commission action may be appealed to the City Council.

c. Type 3

Type 3 applications shall be reviewed by staff, which shall make a recommendation to the Planning Commission. The Commission shall conduct a public hearing as required, and make a recommendation to the City Council. The City Council will consider the application and may approve the application, approve the application with conditions or deny the application. The City Council may add or modify conditions of approval recommended by the Planning Commission and overturn any recommendation of the Planning Commission by a simple majority vote.

d. Type 4

Type 4 applications shall be reviewed by staff, which shall prepare findings of fact for review by the Planning Commission. The Planning Commission shall conduct a public hearing on the application and make a recommendation to the City Council. The City Council shall conduct a public hearing and may approve the application, approve the application with conditions or deny the application. The City Council may add or modify conditions of approval recommended by the Planning Commission and overturn any recommendation made by the Planning Commission by a simple majority vote.

e. Type 5

Type 5 applications shall be reviewed by staff, which shall make a recommendation to the City Council. The City Council will conduct a public hearing if required by this Code and may approve the application, approve the application with conditions or deny the application.

f. Type 6

Type 6 applications shall be reviewed by staff, which shall make a recommendation to the City Council. The City Council will conduct a public hearing if required by this Code and may approve the application, approve the application with conditions, or deny the application.

2. Purpose of Hearing

The purpose of a public hearing is to allow the applicant and all other interested parties a reasonable and fair opportunity to be heard, to present evidence relevant to the application, and to rebut evidence presented by others.

3. Conduct of Hearing

Public hearings shall be conducted in conformance with state law, this code, and adopted bylaws.

4. Applicant Not Present

If the applicant is not present at the public hearing of the Planning Commission or City Council, then the Commission or Council may elect to take no action on the application. The applicant's absence shall be construed as authorization to defer action until the next meeting.

5. Record of Proceedings

The proceedings of all public hearings shall be recorded.

6. Continuance of Proceedings

a. Continuance by Applicant

Any applicant or authorized agent of an applicant shall have the right to one continuance before the Planning Commission or City Council, provided that a written request is filed.

b. Continuance by City

The Planning Commission or City Council may grant a continuance at any time for good cause shown. All motions to grant a continuance shall state the date on which the matter is to be heard. A majority vote of those members in attendance shall be required to grant a continuance.

(1) Reason

The record shall indicate the reason such continuance was made and any stipulations or conditions placed upon the continuance.

(2) Notice by City

If the Planning Commission or City Council continues a public hearing on its own motion, it may direct the Community Development Director to advertise the continuance of the public hearing.

(3) Notice by Applicant

If the continuance of a public hearing is made at the request of an applicant, the Planning Commission or City Council may direct the applicant to advertise the continuance of the public hearing at the applicant's expense. Where an applicant is required to advertise the continuance of the public hearing, the applicant shall submit a Certificate of Publication to the Community Development Director indicating that such publication has occurred.