

**A G E N D A**  
**City Council Meeting**  
**Monday, May 17, 2021 – 6:00 p.m.**

➤ **OPENING**

- **Call to Order**
- **Invocation:** Pastor Dale Simmons from Jasper Springs Baptist Church
- **Pledge of Allegiance**
- **Roll Call**

➤ **FORMAL PUBLIC COMMENT – *No formal requests***

**Formal Public Comment – City Council Agenda Protocol**

The City of Garden City has identified this portion of the meeting to allow individuals an opportunity to formally address the City Council on issues of importance. Garden City requires that individuals who desire to formally address the City Council submit a written request form outlining the subject matter that they intend to discuss so that they can be placed on the meeting agenda. Members of the public desiring to be placed on the agenda to present or address matters to the City Council must submit a formal ***“REQUEST TO BE PLACED ON THE CITY COUNCIL AGENDA”*** form to the Office of the City Manager at least 10 days prior to the requested City Council meeting date that you wish to speak. City Council meetings are held on the first and third Monday of each month so the request must be submitted no later than 5:00 pm on the Friday which constitutes 10 days prior. The request can be done in person, regular mail, fax or e-mail and the speaker should obtain acknowledgement of the request from the City to demonstrate that the 10-day requirement has been met. The request form may be obtained from the Office of the City Manager and on the City’s website [www.gardencity-ga.gov](http://www.gardencity-ga.gov). The request should state the name of the individual(s) desiring to be heard and the subject matter to be presented to City Council. Requests may be referred at the discretion of the City Manager, to appropriate staff for mediation prior to being placed on the public agenda. Please be advised the completion of a request form does not entitle the speaker to be added to the agenda.

➤ **Public Hearings:**

- **Alcoholic Beverage License Application:** Receipt of public comment on an application for an alcoholic beverage license made by Diana Lares-Ochoa to sell liquors (by the drink), beer and/or malt beverages at La Comarca Mexican Grocery Store, LLC, 4811 Ogeechee Road, Unit A, Garden City, Georgia.

**Speaking to a Public Hearing Item Protocol**

In the interests of time and to ensure fairness of all persons who appear before the City Council to speak for or against a public hearing item, speakers will be limited to three (3) minutes each to address City Council except as described herein. One speaker for the Petitioner may address the City Council for no more than 10 minutes, unless extended by the Mayor. In an effort help the City Council and the general public to better understand the issues, the Mayor may request that a City staff member address the City Council from the podium. Speakers from the general public may only speak when recognized by the Mayor during the public hearing. Speakers will be asked to come to the podium to address the City Council for three (3) minutes and they shall state their name and resident address for the record.

Speakers addressing City Council on a public hearing item should coordinate comments to respect City Council's time limits. Groups should select a spokesperson to present the major points that summarize their position and opinions. Speakers are urged to be brief and non-repetitive with their comments. Comments shall specifically address the public hearing item before the City Council, and the speaker shall maintain appropriate tone and decorum when addressing the City Council. City Council may ask questions of the applicant, speakers, or staff during these proceedings only for the purpose of clarifying information. The speaker shall not direct derogatory comments to any individual, organization, or business. At the conclusion of the three (3) minute time period, the speaker will be notified that his/her time has elapsed and the next speaker will be recognized to come forward to the podium and address the City Council. Once the public hearing is closed on an item, there will be no further opportunity for formal or informal public input at a City Council meeting.

***PROCEDURES FOR CONDUCTING PUBLIC HEARINGS ON PROPOSED ZONING DECISIONS BEFORE  
GARDEN CITY'S MAYOR AND COUNCIL AND STANDARDS GOVERNING THE EXERCISE OF  
CITY COUNCIL'S ZONING POWER***

**Procedures for Conducting Public Hearings on Proposed Zoning Decisions:**

All public hearings conducted by the Mayor and Council on Garden City, Georgia, on proposed zoning decisions shall be conducted as follows:

- (1) All public hearings by the Mayor and Council on zoning amendments shall be chaired by the Mayor.
- (2) The Mayor shall open the hearing by stating the specific zoning amendment being considered at the public hearing and further stating that printed copies of the adopted standards governing the exercise of the Mayor and Council's zoning power and the procedures governing the hearing are available to the public.
- (3) The Director of the City's Planning and Zoning Department shall advise the Mayor and Council of the recommendation of the Planning Commission when applicable.
- (4) The Mayor shall determine the number of attendees who desire to testify or present evidence at the hearing.
- (5) When there is a large number of individuals wishing to testify at a hearing, the Mayor may invoke time limits on individual speakers. In such cases, these time limits shall apply to all speakers. Proponents, including the petitioner or the petitioner's agent requesting the zoning decision, shall have no less than ten (10) minutes for the presentation of data, evidence, and expert opinions; opponents of the proposed decision shall have an equal minimum period of time. The Mayor may grant additional time; provided, however, an equal period of time shall be granted both sides.
- (6) The petitioner requesting such zoning decision, or the applicant's agent, shall be recognized first and shall be permitted to present and explain the request for the zoning decision. Thereafter, all individuals who so desire shall be permitted to speak in favor of the zoning decision.
- (7) After all individuals have had an opportunity to speak in accordance with subparagraph (6) above, those individuals present at the public hearing who wish to speak in opposition to the requested zoning decision shall have an opportunity to speak.
- (8) The Mayor may limit repetitious comments in the interest of time and may call for a show of hands of those persons present in favor of or opposed to the proposed decision.
- (9) It shall be the duty of the Mayor to maintain decorum and to assure the public hearing on the proposed decision is conducted in a fair and orderly manner.
- (10) Once all parties have concluded their testimony, the Mayor shall adjourn the public hearing.

**Standards Governing the Exercise of The Zoning Powers of Garden City's Mayor and Council:**

Prior to making a zoning amendment, the Mayor and Council shall evaluate the merits of a proposed amendment according to the following criteria:

- (1) Is this request a logical extension of a zoning boundary which would improve the pattern of uses in the general area?
- (2) Is this spot zoning and generally unrelated to either existing zoning or the pattern of development of the area?
- (3) Could traffic created by the proposed use or other uses permissible under the zoning sought traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?
- (4) Will this request place irreversible limitations or cause material detriment on the area similarly zoned as it is or on future plans for it?
- (5) Is there an imminent need for the rezoning and is the property likely to be used for the use requested?
- (6) Would the proposed use precipitate similar requests which would generate or accelerate adverse land use changes in the zone or neighborhood?

➤ **APPROVAL OF CITY COUNCIL MINUTES**

- Consideration of the Executive Session Minutes (4/19/21), Pre-agenda Session Minutes (5/3/21), City Council Meeting Minutes (5/3/21) and City Council Workshop Minutes (5/10/21).

➤ **CITY MANAGER'S REPORT**

- Monthly staff reports included with the agenda packet
- Updates and/or announcements

➤ **ITEMS FOR CONSIDERATION**

- **Ordinance, Garden City Retirement Plan Amendment:** First reading of an ordinance to amend and restate the Retirement Plan for the Elected Officials and Employees of the City of Garden City in accordance with and subject to the terms and conditions set forth in the Adoption Agreement, any Addendum to the Adoption Agreement, the Georgia Municipal Employees Benefit System (GMEBS) Master Plan Document, and the GMEBS Trust Agreement.
- **Resolution, City Manager's Employment Agreement:** A resolution by the Mayor and City Council to approve the Third Amendment to the Employment Agreement between the City and City Manager regarding modification of the retirement plan provision, and to authorize the Mayor to enter into said Third Amendment on behalf of the City.
- **Resolution, CNT Memorandum of Understanding:** A resolution authorizing Garden City, Georgia, to enter into an intergovernmental agreement with Chatham County for the operation of a drug enforcement unit; to authorize the City Manager to execute said agreement and to otherwise perform all acts necessary to accomplish the intent of this resolution; to provide an effective date; and for other purposes.
- **Resolution, Roadside Maintenance Contract Award:** A resolution to enter into an agreement with Tidewater Landscape Management, Inc., for roadside mowing and general maintenance of various segments of city streets and state routes; to authorize the City Manager to execute the agreement for such services and for other purposes.
- **Alcoholic Beverage License Application:** Consideration for approval of an application for an alcoholic beverage license made by Diana Lares-Ochoa to sell liquors (by the drink), beer and/or malt beverages at La Comarca Mexican Grocery Store, LLC, 4811 Ogeechee Road, Unit A, Garden City, Georgia.

➤ **RECEIPT OF INFORMAL PUBLIC COMMENT:**

- **Procedure:** In an effort to best manage this section of the meeting, any person that desires to address the City Council must sign up using the process outlined on the website where this meeting is advertised. Once recognized by the Mayor, the person will be allowed to speak in accordance with the Informal Public Comment – Speaker Protocols outlined below.

**Informal Public Comment – Speaker Protocol**

The City of Garden City believes that any member of the general public should be afforded the opportunity to address the City Council provided that designated rules are followed by the speaker. Any member of the public who wishes to address the City Council and offer public comment on items within the City Council's jurisdiction, may do so during the Informal Public Comment period of the meeting. However, no formal action will be taken on matters that are not part of the posted agenda. Informal Public Comments are scheduled for a total of fifteen (15) minutes and each person will be limited to three (3) minutes. In order to ensure the opportunity for all those desiring to speak before the Council, there is no yielding of time to another speaker. Speakers not heard during the limited fifteen (15) minute period will be first to present their comments at the next Council meeting. The opportunity to address City Council on a topic of his/her choice shall be used by an individual only one (1) time per month. It may not be used to continue discussion on an agenda item that has already been held as a public hearing. Matters under negotiation, litigation, or related to personnel will not be discussed. If a member of the general public would like to address the City Council during the Informal Public Comment portion of the meeting, please respectfully indicate your desire to address the City Council when the Mayor solicits members of the general public to come forward and speak. You will be recognized by the Mayor and asked to come forward to the podium so that you can address the City Council in accordance with the rules outlined herein. Once the speaker has been recognized to speak, he/she will be given three (3) minutes to address the City Council. The speaker should not attempt to engage the City Council and/or Staff in a discussion/dialogue and the speaker should not ask specific questions with the expectation that an immediate answer will be provided as part of the three (3) minute time frame since that is not the intent of the Informal Public Comment period. If the speaker poses a question or makes a request of the City, the Mayor may refer the issue or request to the City Manager for follow up. At the conclusion of the three (3) minute time period, the speaker will be notified that his/her time has elapsed and the next speaker will be recognized to come forward to the podium and address the City Council. The Mayor may rule out of order any Speaker who uses abusive or indecorous language, if the subject matter does not pertain to the City of Garden City, or if the Speaker(s) attempts to engage the City Council Members in a discussion or dialogue on issues. City Council shall not discuss non-agendized matters because it does not give the public adequate notice. Accordingly, City Council shall be limited to asking factual and clarifying questions of staff, and when appropriate, the Council may consider placing a matter on a future agenda. In addition, it is not reasonable to expect staff to respond to any of a variety of issues on which they may or may not be prepared to respond to on a moment's notice, so the City Manager may respond, or direct staff to respond at a later time.

➤ **ADJOURN**





## City of Garden City

100 Central Avenue, Garden City, Georgia 31405

Phone: 912.966.7777 Fax: 912.966.2735

Email: Occtax@gardencity-ga.gov

### APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

Date Filed: 4-2-2021

For the Year: 2021

Expires at December 31 of the above year.

#### Type of License (check all that apply)

- |  |   |
|--|---|
| <input type="checkbox"/> Spirituous Liquors (package) \$2,722.00                 | <input checked="" type="checkbox"/> Beer and/or malt beverages \$682.00 |
| <input checked="" type="checkbox"/> Spirituous Liquors (by the drink) \$2,722.00 | <input type="checkbox"/> Wines \$236.00                                 |
| <input checked="" type="checkbox"/> Advertising Cost \$75.00                     |   |

TOTAL: \$ 3,479.00

#### Business Information

Business Name: 19 comarca mexican grocery store LLC

D/B/A/ (if applicable): \_\_\_\_\_

Business Address: 4811 Ogeechee Rd, Unit-A Business Phone: 9124010039

Mailing Address: \_\_\_\_\_ Emergency Phone: 9124120361  
(If different from Business Address)

City: Savannah State: GA Zip Code: 31405

Business Email Address: osc flo 13 @ icloud.com

What other kinds of business will be conducted at this location? grocery sales

List all persons with a financial interest in the business:

(For corporations, include all stockholders who own more than 10% of the outstanding stock of the corporation.)

Name	Address	% Ownership
Diana L. Lares-Ochoa	101 Palm Drive Savannah, ga 31419	100%

Has any person having an interest in said business been convicted of any violation of law other than a traffic violation? Served time in prison, or other correctional institution? ☐ Yes ☒ No

If Yes, describe circumstances: \_\_\_\_\_

### Applicant/Licensee Information

Full Name: Diana L. Lares - Ochoa  
 Home Address: 101 Palm Drive Phone: 912 677 0306  
 City: Savannah State: GA Zip Code: 31419  
 SSN: [REDACTED] Date of Birth: [REDACTED] Age: [REDACTED]  
 Ever held a similar license: Y/S Year: mid 2000's

Describe the interest owned or held by the applicant in the business: \_\_\_\_\_

Will the applicant operate the business in person? ☒ Yes ☐ No

If No, list the name of the manager: \_\_\_\_\_

Brief personal history of applicant:  
 (Include education, previous jobs, businesses owned, and any place of residence during last five years.)

Savannah tech, nightclub manager, owned nightclub (el paraiso)

Criminal history of applicant (if any): n/a

**Fingerprints of applicant shall be required with the initial application.**

List five character references that will vouch for the applicant:

Name	Address
<u>Angel lares</u>	<u>155 Chapel lake Savannah, ga, 31419</u>
<u>Maria del carmen</u>	<u>453 green oak drive Savannah, ga, 31404</u>
<u>fernando wing</u>	<u>24 heathcote Circle Savannah, ga, 31405</u>
<u>Joseph Blocker</u>	<u>2604 hwy 17 South Richmond H: 11, 31324</u>
<u>Jose Papa</u>	<u>6578 Rye Patch Road Ludowici, 31316</u>

\*ALL OF THE FOREGOING INFORMATION IS HEREBY GIVEN AND ALL OF THE FOREGOING STATEMENTS ARE HEREBY MADE ON OATH, WILLFULLY, KNOWINGLY, AND ABSOLUTELY, AND THE SAME IS AND ARE HEREBY SWORN TO BE TRUE UNDER PENALTY FOR FALSE SWEARING AS PROVIDED BY LAW.

\_\_\_\_\_  
 Applicant's Signature

Sworn to and subscribed before me this

22nd day of March, 20 21

\_\_\_\_\_  
 Notary Public



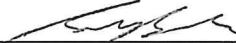
**THIS PAGE FOR OFFICE USE ONLY**

Application received by: Heather Bayer Date: 4/2/2021

**POLICE DEPARTMENT REVIEW**

Fingerprinted by: OK for license GAB Date: 4/26/2021

Separate report submitted to the City Administrator:

 Date: 4/27/21  
Police Chief

Public Hearing held on: \_\_\_\_\_

Date advertised in Savannah Morning News: \_\_\_\_\_

Action of Council: ☐ Approval ☐ Denial

License(s) Issued: \_\_\_\_\_ Date: \_\_\_\_\_



## MINUTES

### City Council Meeting Monday, May 3, 2021 – 6:00 p.m.

**Call to Order:** Mayor Bethune called the meeting to order at 6:00 p.m.

**Opening:** Pastor Jackie Gilbert-Grant from Sanctuary of Praise Christian Assembly gave the invocation and Mayor Bethune led City Council in the pledge of allegiance to the flag.

#### Roll Call

**Council Members:** Mayor Don Bethune, Councilmember Marcia Daniel, Councilmember Richard Lassiter, Councilmember Natalyn Morris, Councilmember Debbie Ruiz and Councilmember Kim Tice.  
**Absent:** Mayor Pro-tem Bessie Kicklighter.

**Staff Members:** Ron Feldner, City Manager; James P. Gerard, City Attorney; Rhonda Ferrell-Bowles, Finance Director/Clerk of Council; Scott Robider, Assistant City Manager; Gil Ballard, Chief of Police; Cliff Ducey, Recreation Director and Pam Sweeney, HR Director.

Mayor Bethune stated that Mayor Pro-tem Kicklighter is under the weather and could not be here tonight.

**City Council Minutes:** Councilmember Tice made a motion to approve the April 19, 2021 pre-agenda session minutes and city council meeting minutes. The motion was seconded by Councilmember Daniel and passed without opposition.

#### Items for Consideration:

**Resolution, Solid Waste Services Contract Award:** Clerk of Council read the heading of a resolution to enter into an agreement for curbside waste collection, recycling, and bulk waste pick up services and to authorize the City Manager to agree to any additional terms and conditions which are supplemental and/or incidental to the agreement, and to authorize the City Manager to execute said documents.

Councilmember Lassiter made motion to award the solid waste services contract to Waste Management. The motion was seconded by Councilmember Daniel and passed without opposition.

**First Reading - Ordinance, Zoning Map Amendment (4877 Old Louisville Road):** Clerk of Council read the first reading of the heading of an ordinance to amend the zoning ordinance and map of Garden City, Georgia, as amended, to rezone certain property owned by 4885 Old Louisville Road, LLC, located at 4877 Old Louisville Road from its present zoning classification of “RA” to an “I-1” zoning classification.

Councilmember Ruiz made a motion to approve the ordinance on the first reading. The motion was seconded by Councilmember Tice and passed without opposition.

Councilmember Daniel made a motion to suspend the rules of council and hold the second reading. The motion was seconded by Councilmember Lassiter and passed without opposition.

**Second Reading - Ordinance, Zoning Map Amendment (4877 Old Louisville Road):** Clerk of Council read the second reading of the heading of an ordinance to amend the zoning ordinance and map of Garden City, Georgia, as amended, to rezone certain property owned by 4885 Old Louisville Road, LLC, located at 4877 Old Louisville Road from its present zoning classification of “RA” to an “I-1” zoning classification.

Councilmember Daniel made a motion to adopt the ordinance on the second reading. The motion was seconded by Councilmember Tice and passed without opposition.

**First Reading - Ordinance, Zoning Map Amendment (25 Main Street):** Clerk of Council read the first reading of the heading of an ordinance to amend the zoning ordinance and map of Garden City, Georgia, as amended to rezone certain property owned by Tulumukti, LLC, located at 25 Main Street from its present zoning classification of “C-1” to a “C-2A” (B&W) zoning classification.

Councilmember Tice made a motion to approve the ordinance on the first reading. The motion was seconded by Councilmember Lassiter and passed without opposition.

Councilmember Lassiter made a motion to suspend the rules of council and hold the second reading. The motion was seconded by Councilmember Morris and passed without opposition.

**Second Reading - Ordinance, Zoning Map Amendment (25 Main Street):** Clerk of Council read the second reading of the heading of an ordinance to amend the zoning ordinance and map of Garden City, Georgia, as amended to rezone certain property owned by Tulumukti, LLC, located at 25 Main Street from its present zoning classification of “C-1” to a “C-2A” (B&W) zoning classification.

Councilmember Daniel made a motion to adopt the ordinance on the second reading. The motion was seconded by Councilmember Tice and passed without opposition.

**First Reading - Ordinance, Zoning Text Amendment (Inside Retail Storage & Sale of Vehicles):** Clerk of Council read the first reading of an ordinance to amend the Code of Ordinances of Garden City, Georgia, as amended, by amending Chapter 90, Article II thereof, to add the inside retail storage and sale of motor vehicles to the permitted uses listed in Code Section 90-47(b) which use shall be permitted in “C-2”, “C-2A”, “C-2A(B&W) and “M” zoning districts in Garden City, Georgia, subject to certain conditions.

Councilmember Lassiter made a motion to adopt the ordinance on the first reading. The motion was seconded by Councilmember Ruiz and passed without opposition.

Councilmember Daniel made a motion to suspend the rules of council and hold the second reading. The motion was seconded by Councilmember Morris and passed without opposition.

**Second Reading - Ordinance, Zoning Text Amendment (Inside Retail Storage & Sale of Vehicles):** Clerk of Council read the second reading of an ordinance to amend the Code of Ordinances of Garden City, Georgia, as amended, by amending Chapter 90, Article II thereof, to add the inside retail storage and sale of motor vehicles to the permitted uses listed in Code Section 90-47(b) which use shall be permitted in “C-2”, “C-2A”, “C-2A(B&W) and “M” zoning districts in Garden City, Georgia, subject to certain conditions.

Councilmember Tice made a motion to adopt the ordinance on the second reading. The motion was seconded by Councilmember Daniel and passed without opposition.

**Resolution, 2021 GDOT LMIG Program Contract Award:** Clerk of Council read the heading of a resolution to award the contract for road repair work to Sikes Brothers, Inc. at the bid amount of \$127,856.00 and to authorize the City Manager to sign the contract.

Councilmember Ruiz made a motion to adopt the resolution. The motion was seconded by Councilmember Morris and passed without opposition.

**Resolution, Replacement of Sharon Park Fountain Aerators:** Clerk of Council read the heading of a resolution to accept the quote from Turf Services, Inc., in the amount of \$21,475.00 for the purchase and installation of two (2) 2HP Otterbine fountain aerators at the Sharon Park pond and to authorize the City Manager to sign the contract documents.

Councilmember Tice made a motion to adopt the resolution. The motion was seconded by Councilmember Ruiz and passed without opposition.

**Informal Public Comment:** Mayor Bethune stated that no one signed up to address city council.

**Termination Name Clearing Hearing – Corbin Medeiros:** Mayor Bethune stated that Mr. Medeiros is not here.

**Professional Municipal Clerks Week:** Mayor and City Council recognized the Clerk of Council for her years of service. Clerk of Council thanked the City Council for their support.

**Adjournment:** There being no further items to discuss, Mayor Bethune called for a motion to adjourn. Councilmember Lassiter made a motion to adjourn at approximately 6:18 p.m. The motion was seconded by Councilmember Morris and passed without opposition.

*Transcribed & submitted by: Clerk of Council*  
*Accepted & approved by: City Council 5/17/21*

## SYNOPSIS

### **Pre-Agenda Session Monday, May 3, 2021 – 5:00 p.m.**

**Call to Order:** Mayor Bethune called the pre-agenda session to order at 5:00 p.m. and gave the opening prayer.

**Attendees:**

**Council Members:** Mayor Don Bethune, Councilmember Marcia Daniel, Councilmember Richard Lassiter, Councilmember Natalyn Morris, Councilmember Debbie Ruiz and Councilmember Kim Tice. Absent: Mayor Pro-tem Bessie Kicklighter.

**Staff Members:** Ron Feldner, City Manager; James P. Gerard, City Attorney; Rhonda Ferrell-Bowles, Finance Director/Clerk of Council; Scott Robider, Assistant City Manager; Gil Ballard, Chief of Police; Cliff Ducey, Recreation Director; Pam Sweeney, HR Director and Katie Draeger, Utility Services/Revenue Collections.

**Review of Council Agenda Items:** City Manager and Assistant City Manager gave an overview of the council agenda items.

A discussion ensued between City Council and staff on the solid waste services agenda item.

The Utility Services/Revenue Collections Manager answered questions posed by City Council on the service currently provided by Waste Management.

There being no further items to discuss, the Mayor and City Council adjourned the pre-agenda session at approximately 5:42 p.m.

*Transcribed & submitted by: Clerk of Council  
Accepted & approved by: City Council 5/19/21*

**SYNOPSIS**  
**City Council Workshop**  
**Monday, May 10, 2021 – 4:00 p.m.**

**Call to Order:** Mayor Bethune called the meeting to order at approximately 4:00 p.m.

**Attendees**

**Council Members:** Mayor Don Bethune, Mayor Pro-tem Bessie Kicklighter, Councilmember Daniel, Councilmember Lassiter, Councilmember Morris, Councilmember Ruiz and Councilmember Tice.

**Staff Members:** Ron Feldner, City Manager; James P. Gerard, City Attorney; Rhonda Ferrell-Bowles, Finance Director/Clerk of Council; Scott Robider, Assistant City Manager and Pam Sweeney, HR Director.

**Update on Garden City Pension Plan:** City Manager stated that Pam has reached out to GMA and they are running the numbers and putting together the paperwork.

**Discussion of Future City Manager Search:** Mayor Bethune opened the discussion on the search for a new city manager.

HR Director provided an overview of recruitment process and timeline. After review of the City's options, the City Council recommended conducting the recruitment in-house. HR Director stated that she would update the City Manager's job description to make sure it is current and then email it to council for feedback.

A discussion ensued on a plan of operation for the City on an interim basis. City Council recommended further discussion.

There being no further items to discuss, City Council adjourned the workshop at approximately 5:46 p.m.

*Transcribed & submitted by Clerk of Council*  
*Accepted & approved by City Council 5/17/21*



**REPORT TO MAYOR AND CITY COUNCIL**

**AGENDA ITEM**

**TO:** THE HONORABLE MAYOR AND CITY COUNCIL      **DATE:** May 12, 2021

**SUBJECT:** Human Resources Department Report for April 2021

**Report in Brief**

Attached is the Human Resources Department's Month-End Report for April.

Prepared by: Pamela L. Sweeney

Title: Human Resources Director

Reviewed by: \_\_\_\_\_

Title \_\_\_\_\_

## Human Resources Department / April Month-End Report

### Recruitment/Positions Filled

In addition to the continuous recruitment for Police Officers, Police Officer Recruits and Part-time Firefighters, the City has job opportunities for: a Heavy Equipment Operator, 2 Water Repair Technicians, 2 Public Works Technicians, and both a full-time and/or a part-time Building Inspector.

### New Hires

The City welcomed one (1) full-time employee during the month of April: Shawn Pedigo, a Police Recruit.

### Promotions/Milestones

April Promotions: Andrew Hornick and Eric Holmes were promoted to Sergeant; Joe Tse and Carl Gregory were promoted to Captain; and Michele Johnson was named Interim Fire Chief in the Fire Department. Katie Draeger was also promoted to Assistant Finance Director (Apprentice).

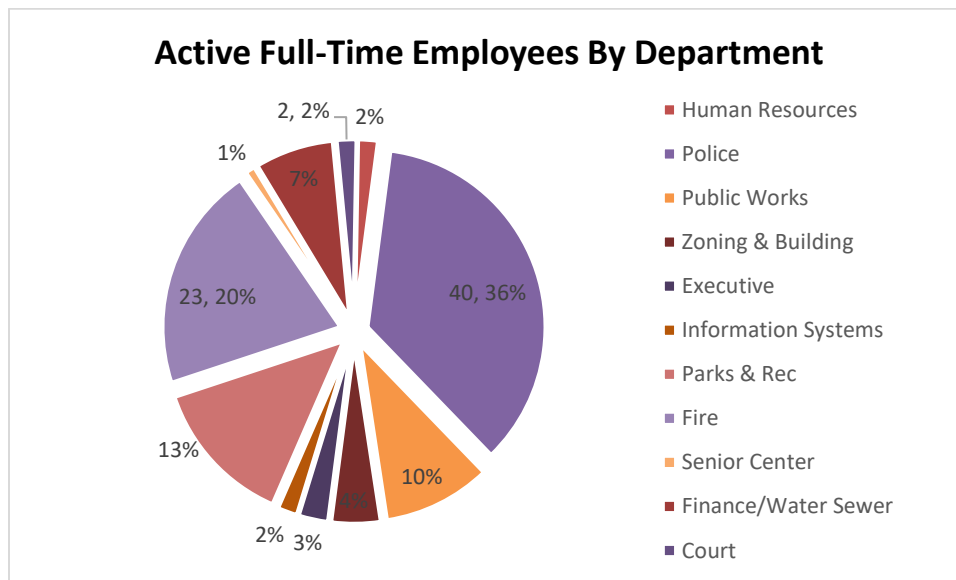
### Employment Terminations

There were four (4) separations from employment: 1 from the Water Department, 2 from the Police Department and 1 from the Fire Department.

### City Employment

The City ended the month with 94 full-time employees.

The chart below illustrates the percentage distribution by department of both full- and part-time employees.



**FIGURE 1** NOTE: 2021 TOTAL COUNCIL APPROVED/BUDGETED POSITIONS IS

## Additional Personnel Information Including Part-Time Employees

This report normally covers the count for full-time employees only. In view of the current COVID-19 pandemic, I have included the count and employment status changes for all City employees to include part-time regularly scheduled, part-time casual (persons that have other employment and work as-needed), as well as full-time employees.

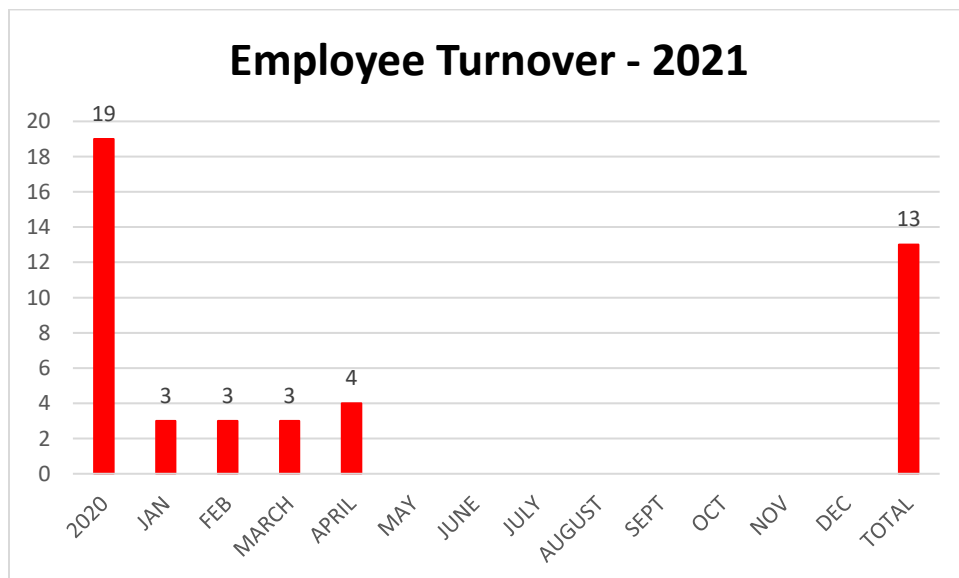
<b>TOTAL EMPLOYEES:</b>	<b>112</b>
FULL TIME ONLY:	94
CONTRACTOR/TEMP:	0
PART TIME/SEASONAL:	7
PART-TIME/CASUAL:	11

Details as to the status of all City employees beginning with January 1, 2021 through the current date, is included as an attachment.

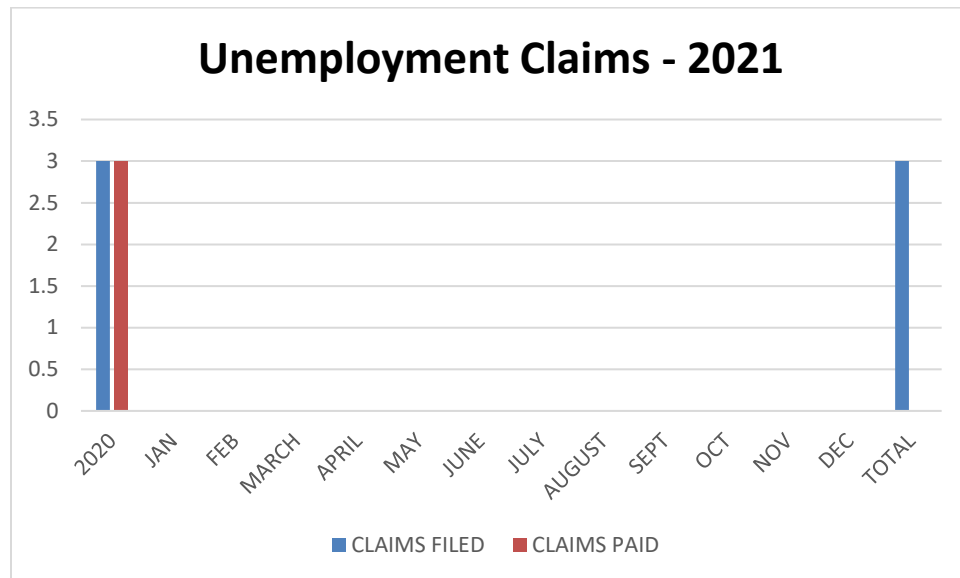
## Employee Turnover Data Per Month

- January 3%
- February 3%
- March 3%
- April 3%
- May %
- June %
- July %
- August %
- September %
- October %
- November %
- December %

The graph below illustrates turnover in full time positions for current year 2021 compared to turnover occurring in the previous year, 2020.

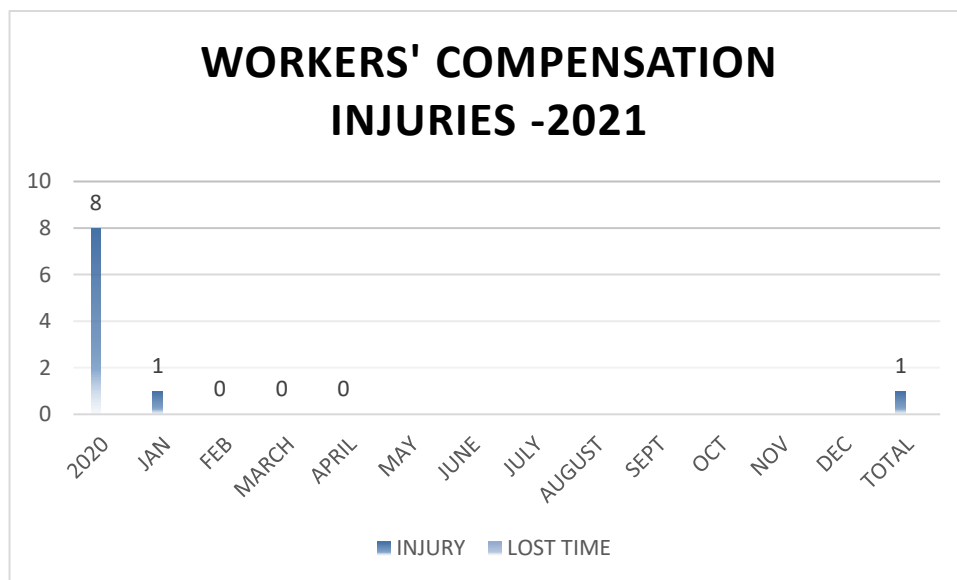


**Unemployment Claims:** No unemployment claims were received during the month of April.



## Workers' Compensation

There were zero (0) workers' compensation accidents during the month of April.



## GARDEN CITY PERSONNEL DATA

### New Hires – 2021

#### Job Title

Police Recruit – 2  
Police Recruit  
Police Recruit

#### Hire Date

1/5/2021  
3/3/2021  
4/5/2021

### Separations – 2021

#### Job Title

Police Officer  
Deputy Fire Marshall  
Building Inspector (Part-time)  
Building Inspector  
Firefighter (Part-time)  
Firefighter (Part-time)  
Firefighter (Part-time) - 2  
Firefighter  
Water Operations Tech  
Detective, CID  
Corporal  
Fire Chief

#### Separation Date

1/14/2021  
1/20/2021  
1/27/2021  
2/03/2021  
2/10/2021  
2/10/2021  
3/18/2021  
3/31/2021  
4/05/2021  
4/16/2021  
4/19/2021  
4/20/2021



**REPORT TO MAYOR AND CITY COUNCIL**

**AGENDA ITEM**

**TO: THE HONORABLE MAYOR AND CITY COUNCIL      DATE: 5/17/2021**  
**SUBJECT:    *Technology Department Report for the Month of April 2021***

**Report in Brief**

The Technology and Building Department Monthly Status Report includes a wide variety of information in an effort to better inform the public and the City Council.

Prepared by: Benjamin Brengman  
Title                      Director of Information Technology

Reviewed by: \_\_\_\_\_  
Title                      \_\_\_\_\_

Attachment(s)

### **Technology Report**

- Performed updates on firewall and servers.
- Deployed three laptops and two desktops.
- Working on getting bids for upgrading the audio-visual in the council chambers and conference room.

### **Social Media**

- Currently we have 1260 followers on Facebook and 490 followers on twitter.
- Please visit our website for the latest on COVID-19.

### **Building Maintenance**

- Repaired the gate in the Police department parking lot.
- Replaced light bulbs at City Hall.
- Removed dead or dying trees.

**REPORT TO MAYOR AND CITY COUNCIL**

**AGENDA ITEM**  
***Parks & Recreation***

**TO: THE HONORABLE MAYOR AND CITY COUNCIL**     **DATE: May 11<sup>th</sup> 2021**

**SUBJECT: *Parks & Recreation 2021 April Report***

**Report in Brief**

The Parks & Recreation Monthly Status Report includes a summary of the monthly activities and projects of all divisions within the Department. This report also provides information regarding key items of interest and/or activities throughout the month. Garden City Parks and Recreation Department April report. Our staff continues to enjoy opportunities to provide quality programming and facilities to our residents. We encourage all residents to engage themselves in a program of choice and begin reaping the emotions and physical rewards associated with teamwork, interaction and physical and mental activity.

The operations detail contained in this report is for the Month of April 2021 and all related information is current as of May 11, 2021.

Prepared by: Cliff Ducey  
Title Parks & Recreation Director

Attachment(s)

**Parks & Recreation Department  
Status Report  
Summary - April 2021**

**Adult/Youth/Sports Programs & Community Relations Activities/Events**

**Adult Programs**

**Senior Center Now Open – Open Mondays through Thursdays**

➤ ***Monthly Programs Offered***

➤ ***Activities include: Devotion time, bingo, trivia, puzzles, dominoes, bridge, cards, billiards, line dancing and muscle strengthening exercise.***

- *Welcome Back! Please stop by the Garden City Senior Center to see what's new.*

1. In May we will honor Mother's, and Veterans!
2. The Senior Center is open Monday through Friday and lunch and snacks are provided.

May is older American Appreciation month.

**Come join the fun!!**

**Youth Programs**

**Cooper Center– will open May 24<sup>th</sup>**

***Activities included: Ping-Pong, indoor board games and playground.***

➤ ***Monthly Programs Offered***

- Summer Program/ Kids Café
- Camp style activities
- Outdoor fenced in playground and basketball court.

**The Parks and Recreation Department started a year-round Kids Café at the Cooper Center for school age kids.** In April we provided 35 free Breakfast and lunches Monday through Friday (average 35 meals per day Grab and Go boxes only).

**Sports Programs/Activities**

During the month of April, 140 Youths participated in Garden City's Youth Sport Programs.

➤ Basketball -60

➤ Gymnastics - 19

➤ Baseball – 46

➤ T-Ball - 15

➤ ***3 of our Garden City Baseball teams will compete in the Georgia Recreation and Parks Association District 2 Tournaments in June.***

➤ **Upcoming Sports Programs/Events**





## Summer Day Camp ("**Camp Eagle**")

*Summer Day Camp for Ages 6-12*  
*Garden City Parks and Recreation Department*

*May 24<sup>th</sup> – July 30<sup>th</sup>*

Swimming, Archery, Team Sports, Field Trips, Arts & Crafts, Songs & Skits, Games and More!  
Swim Lesson Available

### Age Groups

**6-8** - Lions

**9-10** - Tigers

**11-12** – Bears

\$25.00 Registration Fee

\$75.00 Week/ One Child (Per Child)

\$65.00 Week/ Two children (Per Child)

\$55.00 Week/Three or More Children (Per Child)

\$25.00 Daily Rate (Per Child)

Camp Monday-Friday

Drop Off 7am-9am

Camp Activities 9am-4pm

Pick Up 4pm-6pm

Camp Held at Garden City Gym

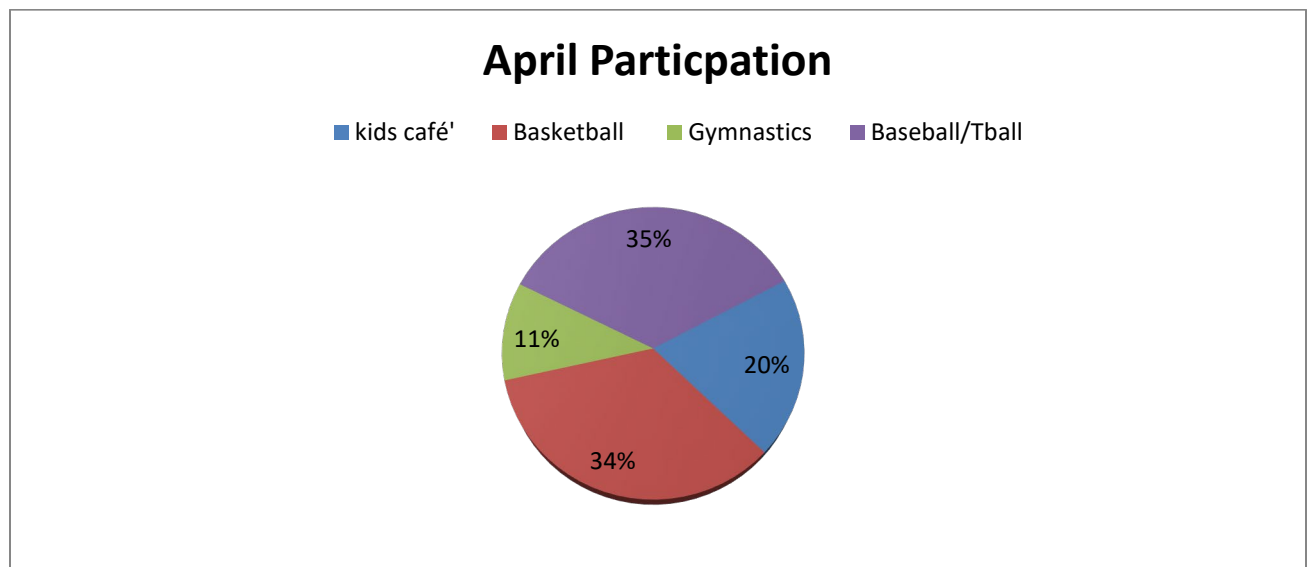
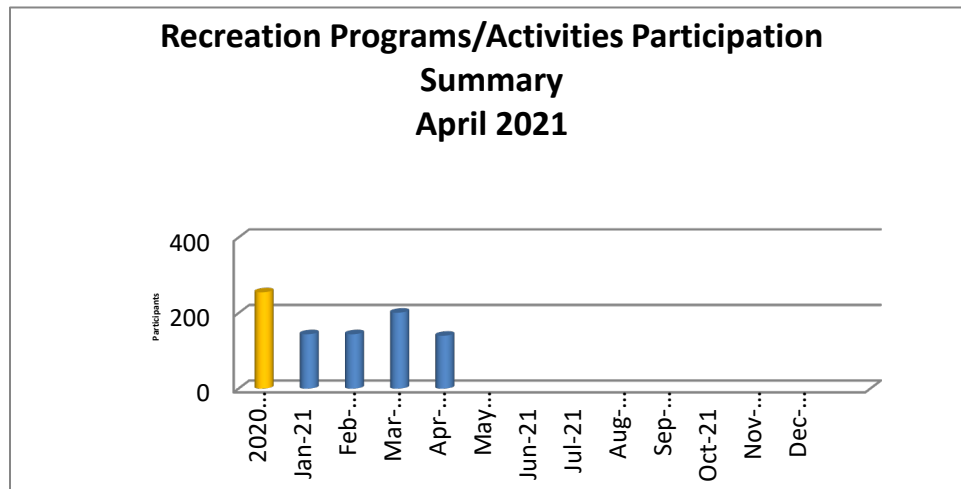
160B. Priscilla D. Thomas Way 966-7788

- **Camp Eagle Registration**

Register at Garden City Gym Monday –Friday 8:30am – 5pm (Check, Money Order,  
Credit/ Debit Card only)

*Space is limited*

*The graphs below are visual summaries of the number of participants in Garden City's Recreation Programs/Activities.*



#### **Park Maintenance:**

We are in the growing season!

All Garden City Parks, Garden City Stadium and baseball fields are being maintained as usual by our Parks and Recreation maintenance staff.

**REPORT TO MAYOR AND CITY COUNCIL**

**AGENDA ITEM**

**TO: THE HONORABLE MAYOR AND CITY COUNCIL**

**DATE:** 05/17/2021

**SUBJECT: *Public Works & Water Operations Monthly Status Report***

**Report in Brief**

The Public Works & Water Operations Departments Monthly Status Report includes an extensive summary of the monthly activity of all divisions within the Department. This report also provides information regarding key projects and/or activities throughout the month.

The operations detail contained in this report is for the month of April and all project related information is current as of 04/30/2021.

Prepared by: Lynnette S. Hymes  
Title Executive Assistant

Reviewed by: Jon Bayer  
Title Public Works Director

Attachment(s)

# **Public Works Department Monthly Status Report Summary – April 2021**

## **Operations & Maintenance**

Public Works personnel completed 39 **Resident Requests**, and 84 **Work Orders** for the month of **April**. They included:

### **Storm Drainage:**

- Ditch Maintenance: 1,514 ft.
- Canal Maintenance (Kubota Side cutter): 0 miles. Kubota not in service.
- Underground stormwater utility point repairs: 20 feet pipe repair and replace (Lee Avenue), multiple storm drains and inverts cleaned.
- Storm Drains Vacuumed: -0- (3<sup>rd</sup> Party)

### **Streets:**

- \$3,569.80 for 3rd party street/asphalt repairs
- Routine City street and right of way shoulder maintenance
- Dirt/gravel roads scraped/graded: All dirt roads scraped
- Minor pothole/asphalt repair by staff (Throughout the City)

### **Street Sweeping:**

- 33.35 miles

### **Signs & Markings:**

- Multiple Knockdowns/replacements/cleaned/new (Old Louisville Road, Chatham City Apts., Pineland Drive,).

### **Street Lights:**

- 0 Street Light Outage/Replacement
- 0 New Street Light Request

### **Mixed Dry Trash Collection by City:**

- 04.08 Tons Collected Total Mixed Dry Trash (\$60.87)
- 24.16 Tons Collected YTD taken to Savannah Regional Landfill.
- 01.00 Truckloads Dry Trash taken to Savannah Inert Landfill (\$60.00)
- 01.00 Truckloads Dry Trash YTD taken to Savannah Inert Landfill
- 00.00 Truckloads Dry Trash taken to Waste Management (0.00)
- 00.00 Truckloads Dry Trash YTD taken to Waste Management

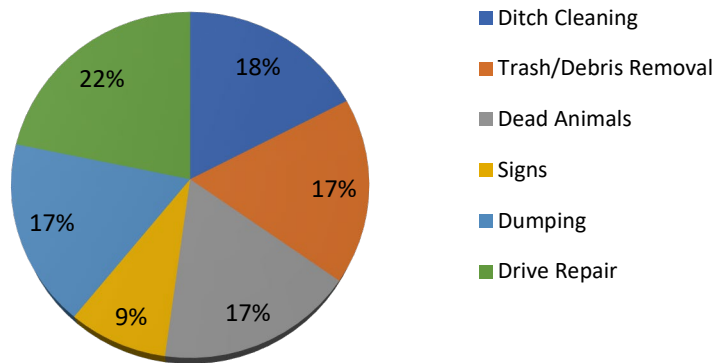
### **Trees:**

- \$2,300.00 spent for tree removal, tree trimming and debris removal (3<sup>rd</sup> Party)

### **Other:**

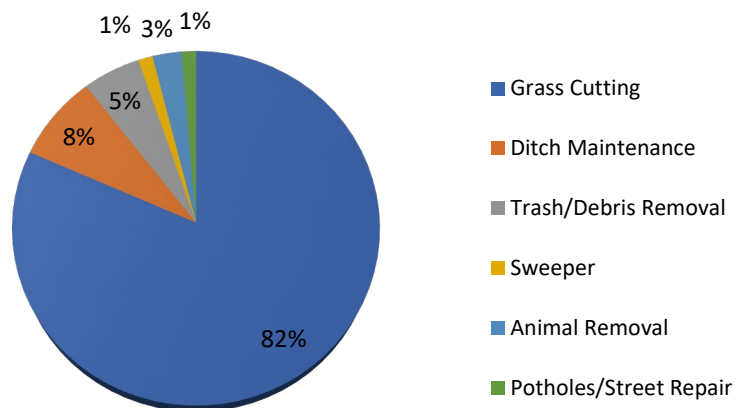
**Service Request** – Every time a request for Public Works service is made by phone call, written request, email request, or an actual one-on-one request to a PW employee, a “**Service Request**” is generated. This builds a computerized record of all requests made.

### ***April's Top Service Requests***



**Work Order** – A “**work order**” is created each time a work crew or individual is assigned a task either because of service requests, pre-planned maintenance projects, or by other situations as they arise. This produces a database of work accomplished and the time and materials it took to do the work.

### ***April's Top Work Order Types***





## Summary – April 2021

### Water Operations & Maintenance

92 Service Orders were received, and >>>>>>>>> 36 Work Orders  
Water/Sewer crews handled 100 totals  
for the month of April . They included:

Water: 63 Work Orders

- Produced 28.545 Million gallons of drinking water for the month
- Hydrant Services
  - 0 Hydrant Replacements
  - 0 Hydrant Repairs
- Water Line Services
  - 4 Lateral Line Repairs, Installs, Replacements, and Maintenance
  - 0 Main Line Repairs, Installs, Replacements, and Maintenance
- Water Valve Services
  - 127 Located Services. Continued marking for major projects - The Mega Rail/Bridge Project, Prosperity Drive. Sonny Purdue Airport Park at Dean Forest, Pipemaker's Force main. Install permanent markers at various locations.
  - 0 Valve Replacements
  - 0 Valve Installations
  - 71 Water Cut-Ons
  - 60 Reconnects– Delinquent Water Bills
  - 68 Water Cut-Offs
- Meter Services
  - 22 Meter and MXU investigations
  - 5 Maintenance services
  - 24 Meter and MXU replacements
  - 71 City initiated Re-Reads
  - 0 Customer Requested Re-Reads
  - 0 Corrected Readings

- \* Meter investigations consist of checking meters for accuracy and checking for leaks as requested by residents.
- \* Maintenance Services consist of repairs made for leaks at the meter, register repairs, box or lid replacements, as well as, requested cleaning services for apartments.
- \* City initiated Re-Reads occur any time a meter reader is requested to re-read a meter to confirm a high or low bill and, if needed, to give a courtesy notification of a possible leak. A re-read does not necessarily indicate a problem with the reading or the meter.
- \* Corrected Readings are any time after a re-read there is a change needed.

## Sewer: 10 Work Orders, including

- Sewer Cleanout Services
  - 1 Repairs
  - 1 Replacements
- Gravity Main Services
  - 4 Inspections
  - 0 Repair
  - 0 Sanitary Sewer Overflow Event
- Sewer Lateral Services
  - 2 Blockages Cleared
  - 1 Lateral Repairs
- Manhole Services (flushing & repairs)
  - 58 Inspections and Maintenance
  - 2 Repairs

## Wastewater Treatment Plant and Water System

- ClearWater Solutions (CWS) has submitted the MOR for water, DMR for wastewater, and all paperwork pertaining to them for the month.
- The treatment plant treated and discharged a total daily average of 1.4 MG for the month.
- The water system withdrew a total of 28.545 MG from well facilities and used 0.576 MG from Savannah I & D purchase system (Town Center Water System).
- During the month 16,428 lbs. dry solids were removed from the WPCP.
- The in-house laboratory continued to analyze most all NPDES permit and process control tests, except for the annual tests that are contracted with EPD.

**REPORT TO MAYOR AND CITY COUNCIL**

**AGENDA ITEM**

**TO: THE HONORABLE MAYOR AND CITY COUNCIL**

**DATE:** May 12, 2021

**SUBJECT:** *Planning and Economic Development Monthly Status Report*

**Report in Brief**

The Department of Planning and Economic Development Monthly Status Report includes a summary of the monthly activities and projects of permitting and inspections within the department. This report also provides information regarding key items of interest and/or activities throughout the month.

The operations detail contained in this report is for April and all related information is current as of May 1, 2021.

Prepared by: Tonya Roper

Title                      Staff

Reviewed by: \_\_\_\_\_

Title                      \_\_\_\_\_

**Attachment(s)**

- Permits Issued (By Work Class)
- Scheduled Inspections
- Planning Commission Minutes
- Code Enforcement Activity Report

## Planning and Economic Development Department

### Monthly Status Report

#### Summary – April 2021

### Permits

There were 50 permits issued during April 2021. ***They included:***

#### **New Construction Building Permits**

- Please see attached sheet for listing of permits

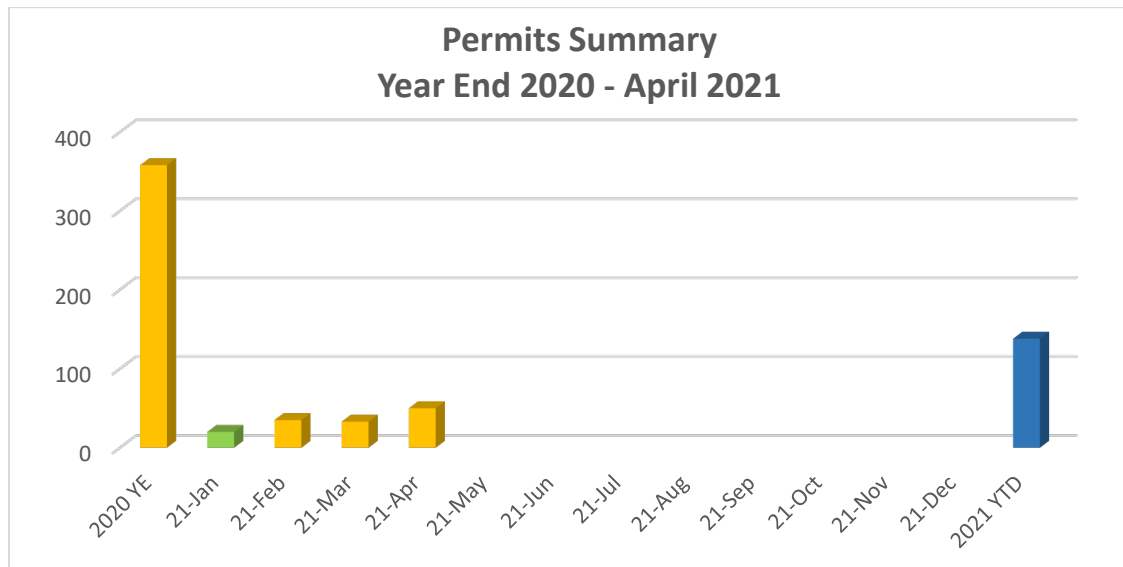
#### **Renovation/Expansion Building Permits**

- Please see attached sheet for listing of permits

#### **Miscellaneous Permits**

- Please see attached sheet for listing of permits

***The graph below is a visual summary of the permits issued.***



	<u>Number of Permits</u>
2020 Year End	358
Jan-21	20
Feb-21	35
Mar-21	33
Apr-21	50
May-21	
Jun-21	
Jul-21	
Aug-21	
Sep-21	
Oct-21	
Nov-21	
Dec-21	
2021 YTD	138

### **Inspections**

Inspections scheduled during the month included:

- 7 Business License
- 30 Mechanical/Electrical/Plumbing
- 33 Building
- 7 Site (Property/Development/Preliminary/Demolition)

### **Code Enforcement Activity**

- 58 Courtesy Notice of Violations Issued
- 36 Signs
- 0 Sanitation Citations
- 41 Re-Inspections
- 34 Cases Closed (Compliance or Dismissed)
- 27 Vehicles Tagged Derelict or tagged for tow
- 5 Vehicles Towed
- 29 Vehicles Move by Owner or brought into compliance
- 8 Court Citations
- 17 Miscellaneous Inspections (Checking zoning, business license, permits)
- 2 Housing codes
- 3 Cease and Desist orders obtained
- 4 Properties that the City worked on (including cutting, cleaning, securing) and billed
- 0 Code Enforcement condemnations (placards posted – including unfit, unsecure, unsafe)

## Permits Issued (By Work Class)

Permits Issued From Thursday, April 1, 2021 through Friday, April 30, 2021

Permit	Location Address	Issued	App Date	Valuation	Square Feet	Parcel Number
<b>Commercial Permit Commercial</b>						
COM-4-21-5704	MAIN ST 000025	04/28/2021	04/16/2021	25,000.00	1,200	6-0004 -01-009
<b>Totals For Commercial Permit Commercial : 1 Permit(s)</b>				<b>25,000.00</b>	<b>1,200</b>	
<b>Commercial Permit Complete Structure for C.O.</b>						
COM-4-21-5674	DEAN FOREST ROAD 002150	04/09/2021	03/19/2021	8,746,935.00	250,000	6-0986 -01-005
COM-4-21-5688	PRISCILLA D THOMAS WY 0001	04/15/2021	02/03/2021	62,000,000.00	397,668	6-0014 -01-029
COM-4-21-5689	PRISCILLA D THOMAS WY 0001	04/15/2021	02/03/2021	7,000,000.00	52,038	6-0014 -01-029
<b>Totals For Commercial Permit Complete Structure for C.O.</b>				<b>77,746,935.00</b>	<b>699,706</b>	
<b>Commercial Permit LDA</b>						
COM-4-21-5685	PRISCILLA D THOMAS WY 0001	04/14/2021	08/17/2020	0.00	45	6-0014 -01-029
<b>Totals For Commercial Permit LDA : 5 Permit(s)</b>				<b>0.00</b>	<b>45</b>	
<b>Commercial Permit Pool</b>						
COM-4-21-5668	TOWN CENTER DR 100	04/07/2021	03/31/2021	325,850.00	6,248	6-0989 -01-085
<b>Totals For Commercial Permit Pool : 6 Permit(s)</b>				<b>325,850.00</b>	<b>6,248</b>	
<b>Commercial Permit Roadway</b>						
COM-4-21-5687	PRISCILLA D THOMAS WY 0001	04/15/2021	02/03/2021	0.00	2	6-0014 -01-029
<b>Totals For Commercial Permit Roadway : 7 Permit(s)</b>				<b>0.00</b>	<b>2</b>	
<b>Commercial Permit Shell Only</b>						
COM-4-21-5690	OLD DEAN FOREST RD 001514	04/16/2021	04/15/2021	10,630,790.89	461,963	6-0989 -04-001
COM-4-21-5691	OLD DEAN FOREST RD 001514	04/16/2021	03/18/2021	8,586,257.99	346,210	6-0989 -04-001
<b>Totals For Commercial Permit Shell Only : 9 Permit(s)</b>				<b>19,217,048.88</b>	<b>808,173</b>	
<b>Commercial Permit Site Development</b>						
COM-4-21-5686	PRISCILLA D THOMAS WY 0001	04/14/2021	08/17/2020	0.00	45	6-0014 -01-029
<b>Totals For Commercial Permit Site Development : 10 Perm</b>				<b>0.00</b>	<b>45</b>	
<b>Demolition Permit Entire Structure</b>						
DEMO-4-21-5661	HAWKINSVILLE RD 000009	04/06/2021	04/01/2021	3,500.00	634	6-0819 -01-012

Permit	Location Address	Issued	App Date	Valuation	Square Feet	Parcel Number
<b>Totals For Demolition Permit Entire Structure : 1 Permit(s)</b>				<b>3,500.00</b>	<b>634</b>	
<b>Electrical Permit Commercial</b>						
ELEC-4-21-5655	LYNAH AV 001327 Unit C25	04/02/2021	03/23/2021	0.00	0	6-0802 -11-011
ELEC-4-21-5700	LYNAH AV 001333	04/26/2021	04/20/2021	0.00	0	6-0802 -11-008
ELEC-4-21-5702	140 Prosperity Drive	04/29/2021	04/28/2021	0.00	0	6-0930 -01-002
ELEC-4-21-5703	MAIN ST 000025 Street	04/28/2021	04/16/2021	0.00	0	6-0004 -01-009
<b>Totals For Electrical Permit Commercial : 4 Permit(s)</b>				<b>0.00</b>	<b>0</b>	
<b>Electrical Permit Residential</b>						
ELEC-4-21-5662	CHATHAM VILLA DR 000330	04/06/2021	03/30/2021	0.00	0	6-0017 -01-016
ELEC-4-21-5679	6TH ST 004125 A	04/07/2021	04/05/2021	0.00	0	6-0019 -03-015
ELEC-4-21-5680	BYCK AV 000303	04/07/2021	04/05/2021	0.00	0	6-0017 -01-032
ELEC-4-21-5695	OLD LOUISVILLE RD 004509 #9	04/13/2021	04/09/2021	0.00	0	6-0882 -04-068
ELEC-4-21-5697	OLD DEAN FOREST RD 001518	04/26/2021	04/14/2021	0.00	0	6-0988 -02-017
<b>Totals For Electrical Permit Residential : 9 Permit(s)</b>				<b>0.00</b>	<b>0</b>	
<b>Encroachment Directional Bore</b>						
ENC-4-21-5656	DEAN FOREST RD 001456 1456	04/02/2021	03/24/2021	0.00	133	6-0989 -01-087
ENC-4-21-5681	WEST CHATHAM BLVD 000198	04/12/2021	04/08/2021	0.00	1,625	6-0801 -02-021
<b>Totals For Encroachment Directional Bore : 2 Permit(s)</b>				<b>0.00</b>	<b>1,758</b>	
<b>Encroachment Driveway</b>						
ENC-4-21-5699	OLD LOUISVILLE RD 004896	04/26/2021	04/13/2021	0.00	0	6-0924 -05-002
<b>Totals For Encroachment Driveway : 3 Permit(s)</b>				<b>0.00</b>	<b>0</b>	
<b>Fence Permit Industrial</b>						
FNCE-4-21-5698	OLD LOUISVILLE RD 004896	04/26/2021	04/15/2021	15,000.00	2,000	6-0924 -05-002
<b>Totals For Fence Permit Industrial : 1 Permit(s)</b>				<b>15,000.00</b>	<b>2,000</b>	
<b>Fence Permit Residential</b>						
FNCE-4-21-5657	DANIEL AV 000018	04/02/2021	03/29/2021	2,850.00	1,672	6-0002 -02-043
FNCE-4-21-5660	HAWKINSVILLE RD 000002	04/01/2021	04/01/2021	7,500.00	813	6-0819 -02-016
<b>Totals For Fence Permit Residential : 3 Permit(s)</b>				<b>10,350.00</b>	<b>2,485</b>	
<b>Occupant Business License</b>						
OL-4-21-5663	MINIS AV 000109	04/06/2021	03/29/2021	0.00	72	6-0015 -07-007A
OL-4-21-5664	MINIS AV 000109	04/06/2021	03/29/2021	0.00	135	6-0015 -07-007A

Permit	Location Address	Issued	App Date	Valuation	Square Feet	Parcel Number
OL-4-21-5665	MINIS AV 000109	04/06/2021	03/29/2021	0.00	135	6-0015 -07-007A
OL-4-21-5666	MINIS AV 000109	04/06/2021	03/29/2021	0.00	72	6-0015 -07-007A
OL-4-21-5670	MINIS AV 000109	04/06/2021	03/29/2021	0.00	108	6-0015 -07-007A
OL-4-21-5671	MINIS AV 000109	04/06/2021	03/29/2021	0.00	72	6-0015 -07-007A
OL-4-21-5672	MINIS AV 000109	04/06/2021	03/29/2021	0.00	90	6-0015 -07-007A
OL-4-21-5673	MINIS AV 000109	04/06/2021	03/29/2021	0.00	90	6-0015 -07-007A
OL-4-21-5675	HARRELL DR 000022 #18	04/08/2021	04/08/2021	0.00	2,000	6-0015 -02-009
OL-4-21-5676	TELFAIR PL 000025	04/07/2021	04/05/2021	0.00	0	6-0799 -02-009
OL-4-21-5677	SPARKMAN DR 000111	04/12/2021	04/08/2021	0.00	29,000	6-0017 -04-001
OL-4-21-5682	MINIS AV 000109	04/13/2021	03/29/2021	0.00	117	6-0015 -07-007A
OL-4-21-5683	MINIS AV 000109	04/13/2021	03/29/2021	0.00	120	6-0015 -07-007A
OL-4-21-5684	MINIS AV 000109	04/13/2021	03/29/2021	0.00	90	6-0015 -07-007A
OL-4-21-5701	OGEECHEE RD 005019	04/27/2021	04/22/2021	0.00	363	6-0991 -04-002
<b>Totals For Occupant Business License : 15 Permit(s)</b>				<b>0.00</b>	<b>32,464</b>	
<b>Plumbing Permit Residential</b>						
PLUM-4-21-5678	NELSON AV 000053	04/07/2021	04/07/2021	0.00	0	6-0010 -02-012
<b>Totals For Plumbing Permit Residential : 1 Permit(s)</b>				<b>0.00</b>	<b>0</b>	
<b>Residential Permit Alteration</b>						
RES-4-21-5705	WOODLAWN AV 002621	04/30/2021	04/16/2021	20,000.00	900	6-0927 -01-058
<b>Totals For Residential Permit Alteration : 1 Permit(s)</b>				<b>20,000.00</b>	<b>900</b>	
<b>Residential Permit Deck/Porch</b>						
RES-4-21-5693	6TH ST 004402	04/12/2021	04/12/2021	1,000.00	160	6-0019 -04-004
<b>Totals For Residential Permit Deck/Porch : 2 Permit(s)</b>				<b>1,000.00</b>	<b>160</b>	
<b>Residential Permit Manufactured Home</b>						
RES-4-21-5659	SPIVEY 002302	04/02/2021	03/27/2021	37,000.00	1,680	6-0882 -04-041
<b>Totals For Residential Permit Manufactured Home : 3 Perm</b>				<b>37,000.00</b>	<b>1,680</b>	
<b>Residential Permit POD</b>						
RES-4-21-5694	VARNEDOE AV 000062 Parish H	04/08/2021	04/07/2021	0.00	16	6-0009 -03-008
<b>Totals For Residential Permit POD : 4 Permit(s)</b>				<b>0.00</b>	<b>16</b>	
<b>Residential Permit Renovation</b>						
RES-4-21-5658	SALT CREEK RD 000138 Lot 17	04/02/2021	03/26/2021	1,000.00	650	6-0959 -01-002
RES-4-21-5667	3RD ST 004017	04/02/2021	03/26/2021	45,000.00	1,100	6-0019 -07-013



Permit	Location Address	Issued	App Date	Valuation	Square Feet	Parcel Number
<b>Totals For Residential Permit Renovation : 6 Permit(s)</b>				<b>46,000.00</b>	<b>1,750</b>	
<b>Residential Permit Renovation/Addition</b>						
RES-4-21-5669	PINELAND DR 005019 A	04/02/2021	03/29/2021	10,000.00	600	6-0990C-03-039
<b>Totals For Residential Permit Renovation/Addition : 7 Perm</b>				<b>10,000.00</b>	<b>600</b>	
<b>Sign Permit Permanent</b>						
SIGN-4-21-5696	DEAN FOREST RD 001446 1450	04/12/2021	04/08/2021	0.00	36	6-0989 -01-071
<b>Totals For Sign Permit Permanent : 1 Permit(s)</b>				<b>0.00</b>	<b>36</b>	
<b>Well Permit Deep Well</b>						
WELL-4-21-5654	DEAN FOREST RD 001116	04/01/2021	02/17/2021	0.00	400	6-0990 -04-009
<b>Totals For Well Permit Deep Well : 1 Permit(s)</b>				<b>0.00</b>	<b>400</b>	

# March 29, 2021 - April 4, 2021

March 2021							April 2021						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5	6				1	2	3
7	8	9	10	11	12	13		4	5	6	7	8	9
14	15	16	17	18	19	20		11	12	13	14	15	16
21	22	23	24	25	26	27		18	19	20	21	22	23
28	29	30	31					25	26	27	28	29	30

## Monday, March 29

- 8:00am - 9:00am Status - TRX, Inc.** (1522 Old Dean Forest Road)
- 9:00am - 10:00am Electrical Inspection - Michael 912-313-1475** (2 Bell Road ) - Tonya Roper
- 10:00am - 10:45am Civilian Active Shooter Training** (PD Squad Training Room) - Pamela Sweeney
- 10:00am - 11:00am Site Inspection - Building Official** (414 Davis Avenue) - Tonya Roper
- 1:00pm - 2:00pm OTC/Fire/Building Inspection - Sadie 424-385-4294** (4912 Old Louisville Road #401) - Tonya Roper
- 2:00pm - 3:00pm OTC/Fire/Building Follow-up Inspection - Keith 224-7149** (4919 Old Louisville Road -Sixty Four Olympic Properties, LLC) - Tonya Roper
- 3:00pm - 5:00pm Bluebeam** (Planning) - Tonya Roper
- 3:00pm - 4:00pm Ground Wire Inspection - Butch 912-313-2859** (2612 Woodlawn Avenue ) - Tonya Roper

## Tuesday, March 30

- 8:00am Out Of Office - Tonya Roper** →
- 9:00am - 10:00am OTC/Fire/Building - Dave 912-313-4963** (28 C Telfair Place - Ultimate Pest Control) - Tonya Roper
- 10:00am - 11:00am Tree Removal - Marcus Smith 912-438-1259** (2776 Highway 80) - Tonya Roper
- 1:00pm - 2:00pm Site Progress Meeting - Groves** (100 Priscilla D Thomas Way) - Tonya Roper
- 2:30pm - 3:30pm Nail Pattern - Ruben Hannon 912-665-8768** (4055 6th Street - Habitat for Humanity) - Tonya Roper

## Wednesday, March 31

- ← Out Of Office - Tonya Roper** →
- 9:00am - 12:00pm Power release inspections Chatham City - Brad 658-1980** (4309 Augusta Road - Building 111, 114, and 115 Units A - H) - Tonya Roper
- 1:00pm - 2:00pm BL Follow-up Inspection - Vishnubhai 306-9672** (614 Us Hwy 80 West) - Jacqueline S. Williams

## Thursday, April 1

- ← 5:30pm Out Of Office - Tonya Roper**
- 8:00am - 9:00am BOA/PC Application Deadline** 🔄

## Friday, April 2

- 8:00am - 9:00am**
- 10:00am - 11:00am MH Setup Inspection** (1616 Dean Forest Road Lot 8) - Tonya Roper
- 1:00pm - 2:00pm Construction Status** (4912 Old Louisville Rd Building 700) - Tonya Roper
- 2:00pm - 3:00pm Sign Final - Louann 295-4680** (35 Nelson Avenue) - Tonya Roper

## Saturday, April 3

## Sunday, April 4

# April 5, 2021 - April 11, 2021

April 2021							May 2021						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
					1	2	3						1
4	5	6	7	8	9	10	2	3	4	5	6	7	8
11	12	13	14	15	16	17	9	10	11	12	13	14	15
18	19	20	21	22	23	24	16	17	18	19	20	21	22
25	26	27	28	29	30		23	24	25	26	27	28	29
							30	31					

## Monday, April 5

☐ **Send Zoning Amendments** (Chatham County) 

**8:30am - 9:00am Tree Removal - Paul McCarthy 239-285-8058**  
(109 Wildwood Drive ) - Tonya Roper

**6:00pm - 7:00pm City Council Pre-Agenda** (Conference Room) -  
Tonya Roper 

## Tuesday, April 6

**8:00am - 9:00am Staff Review of BOA/PC Applications for Advertising** 

**10:00am - 11:00am Framing/Sheeting - John 228-6263** (70 Bays  
Avenue) - Tonya Roper

**11:00am - 12:00pm Temp Power - Trevor 770-508-5775** (2150  
Dean Forest Road - Construction Trailer) - Tonya Roper

**2:00pm - 3:00pm Pre-Design Meeting - Calvin Wells 912-844-7090**

## Wednesday, April 7

**9:00am - 10:00am Site Inspection -30 day Follow-up** (1 Colonial  
Trail) - Tonya Roper

## Thursday, April 8

**9:00am - 10:00am Final MH Inspection - Alicia Gandy**  
**704-796-4177** (1616 Dean Forest Road Lot 8) - Tonya Roper

**10:00am - 11:00am PZB Inspection - Alfred Reed 220-3597** (359 D  
Main Street) - Tonya Roper

**3:00pm - 4:00pm Culvert Inspection - Ryan Shaw 912-777-9478**  
(23 Daniel Avenue) - Tonya Roper

## Friday, April 9

**2:00pm - 3:00pm iSolve Reminder** (Office) - Tonya Roper 

## Saturday, April 10

## Sunday, April 11

# April 12, 2021 - April 18, 2021

April 2021							May 2021						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
					1	2	3						1
4	5	6	7	8	9	10	2	3	4	5	6	7	8
11	12	13	14	15	16	17	9	10	11	12	13	14	15
18	19	20	21	22	23	24	16	17	18	19	20	21	22
25	26	27	28	29	30		23	24	25	26	27	28	29
							30	31					

## Monday, April 12

- 9:00am - 10:00am 45 day Follow-up Inspection - Robert Wellmaker (2302 Highway 80) - Tonya Roper
- 10:00am - 11:00am Nail Patter/Porch Footing Inspections - Hiram 912-657-8815 (155 Smith Avenue ) - Tonya Roper
- 1:00pm - 2:00pm Building/Fire Inspection (5525 Export Blvd ) - Carlos Nevarez
- 2:00pm - 4:30pm Final C.O. Inspection - Caleb 429-8488 (100 Town Center Drive - Bldg 4000) - Tonya Roper

## Tuesday, April 13

- 9:00am - 10:00am Meeting (Planning Office) - Tonya Roper
- 10:00am - 11:00am Temporary Power - Brad 658-1980 (4309 Augusta Road Building 112 Units A-H) - Tonya Roper
- 11:00am - 12:00pm PZB/OTC/Fire Inspection - Fernando 912-412-8700 (18 Harrell Drive ) - Tonya Roper
- 1:00pm - 2:00pm Insulation Inspection - Ron 656-0761 (312 Griffin Avenue) - Tonya Roper
- 1:30pm - 2:30pm Service Reconnect David Iannuzzi 912 313 4963 (28C Telfair Pl) - Jacqueline S. Williams
- 2:00pm - 3:30pm Rebar Footer Inspection - Kevin 706-974-8248 (137 Prosperity Drive Building 1 - Main Gate Logistics) - Tonya Roper
- 3:30pm - 4:30pm Partial Underground Plumbing - Ross
- 5:30pm - 6:00pm Pre-Agenda ( BOA/PC) (Conference Room) - Tonya
- 6:00pm - 7:00pm Zoning Board of Appeals/Planning Commission
- 6:00pm - 7:00pm Zoning Board of Appeals/Planning Commission

## Wednesday, April 14

- ☐ Mayor & Council Report (Rhonda - 12pm) - Tonya Roper
- 9:00am - 10:00am Temporary Power Inspection - Robert Aber 478-972-8576 (4912 Old Louisville Road Bldg 700) - Tonya Roper
- 10:00am - 11:00am Tree Removal Inspection- Robert Redding 665-1314 (3998 Pineland Drive ) - Tonya Roper
- 11:00am - 11:30am Footing Inspection - Hiram Hernandez 657-8815 (155 Smith Avenue) - Tonya Roper
- 11:30am - 12:00pm Preliminary Porch Addition Site Inspection (4402 Old Louisville Road) - Tonya Roper
- 1:00pm - 2:30pm Rebar Underground Plumbing - Trevor 770-508-5775 (2150 Dean Forest Road) - Tonya Roper
- 3:00pm - 4:30pm Final Bldg & Fire Inspection Caleb Thayer 912-429-8488 (100 Town Center Dr. Bldg 4000 ) - Jacqueline S. Williams

## Thursday, April 15

- 8:30am - 10:30am Underground Plumbing- Willie Benjamin 912-657-2865 (100 Priscilla D Thomas Way - Groves ) - Jacqueline S. Williams
- 11:00am - 12:00pm Rebar Inspection - Kevin 706-974-8248 (137 Prosperity Drive - Main Gate Logistics ) - Tonya Roper
- 1:00pm - 2:00pm Electrical Final Generator Install - Mark 540-845-2829 (330 Chatham Villa Drive) - Tonya Roper
- 2:00pm - 3:00pm Sewer Lateral Repair - Nick - 912-704-7850 (53 Nelson Avenue) - Tonya Roper
- 3:00pm - 4:30pm Bob Patel 912-220-9094 (City Hall Training Room) - Tonya Roper

## Friday, April 16

- ☐ Building Official (Out of Office) - Tonya Roper

## Saturday, April 17

## Sunday, April 18

# April 19, 2021 - April 25, 2021

April 2021						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

May 2021						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

## Monday, April 19

☐ 12:00am Building Official Out Of Office (Stormwater Training ) - Tonya Roper →

☐ 5:00pm - 6:00pm Electrical Inspection - Raynard Andrews 912-665-3069 (4125 A 6th Street ) - Tonya Roper

☐ 6:00pm - 7:00pm Plumbing/ Electrical Inspections - Rueben Piedade 207-415-8681 (112 Bowman Avenue) - Tonya Roper

## Tuesday, April 20

☐ ← Building Official Out Of Office (Stormwater Training ) - Tonya Roper →

☐ 5:00pm - 6:00pm Foundation & Footers Lee Ragsdale 423-693-5645 (2 Sonny Perdue Dr. - Love's Travel Stop) - Jacqueline S. Williams

☐ 5:00pm - 6:00pm Rebar/Footer Inspection - Trevor 770-508-5775 (2150 Dean Forest Road ) - Jacqueline S. Williams

☐ 6:00pm - 7:00pm Final Inspection - Don Bethune 313-5023 (147 Varnedoe Avenue) - Tonya Roper

## Wednesday, April 21

☐ ← 12:00am Building Official Out Of Office (Stormwater Training ) - Tonya Roper →

☐ 2:00pm - 3:00pm Final Fire Inspection for CO-Caleb 912-429-8488 (100 Town Center Bldg #4000) - Jacqueline S. Williams

☐ 5:00pm - 6:00pm Rebar/Footer Inspection - Trevor 770-508-5775 (2150 Dean Forest Road ) - Tonya Roper

☐ 6:00pm - 6:30pm PZB Business License Follow-up - Nettie 272-5883 (18 Harrell Drive ) - Jacqueline S. Williams

☐ 6:30pm - 7:00pm Electrical Inspection - Jeff Welch 912-414-3340

## Thursday, April 22

☐ 8:30am - 10:30am Underground Plumbing Christopher Randall 912-429-6859 (Groves High School 100 Priscilla D Thomas Dr.) - Jacqueline S. Williams

☐ 11:00am - 11:30am Nailing - Hiram Hernandez 912 657 8815 (155 Smith Ave) - Jacqueline S. Williams

☐ 1:00pm - 2:00pm Bond Inspection - Swimming Pool Paul Genua 843-343-7257 (100 Town Center Dr Tapestry Park Apts ) - Jacqueline S. Williams

☐ 3:00pm - 4:00pm Rebar/Footer Inspection - Trevor 770-508-5775 (2150 Dean Forest Road ) - Jacqueline S. Williams

## Friday, April 23

☐ 9:00am - 9:30am Electrical Inspection Jake Bartram 615-829-3699 ( 2 Sonny Perdue Love's Travel Stop) - Jacqueline S. Williams

☐ 10:00am - 11:00am Power Inspection / Caleb Thayer 912-429-8488 (100 Town Center Dr. Bldg #5000) - Jacqueline S. Williams

☐ 1:00pm - 3:00pm Underground Plumbing / John Horton 912-228-6263 (70 Bays Ave.) - Jacqueline S. Williams

☐ 2:00pm - 3:00pm iSolve Reminder (Office) - Tonya Roper

## Saturday, April 24

## Sunday, April 25

# April 26, 2021 - May 2, 2021

April 2021							May 2021						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
					1	2	3						1
4	5	6	7	8	9	10	2	3	4	5	6	7	8
11	12	13	14	15	16	17	9	10	11	12	13	14	15
18	19	20	21	22	23	24	16	17	18	19	20	21	22
25	26	27	28	29	30		23	24	25	26	27	28	29
							30	31					

## Monday, April 26

- 8:00am - 9:00am Plumbing Inspection / Nick Levy 773-447-6976** (1809 U.S. Highway 80) - Jacqueline S. Williams
- 9:00am - 10:00am Electrical Inspection - Paige Ashley 912-965-9009** (1327 Lynah Avenue Unit C25) - Jacqueline S. Williams
- 10:30am - 11:00am Rebar Inspection / Meter Station - Brent Bazemore 912-656-5507** (Prosperity Drive) - Jacqueline S. Williams
- 11:00am - 12:00pm Safebuilt - Zoom meeting** (Office) - Danielle Smith
- 1:00pm - 2:00pm Electrical Inspection - Tommy Rushing 912-313-1477** (111 Varnedoe Avenue) - Tonya Roper
- 2:00pm - 2:30pm Footer Inspection / Gerald Thomas 912-596-8796** (23 Daniel Ave) - Jacqueline S. Williams
- 3:00pm - 4:00pm Electrical Inspection Paige Ashley 912-965-9009**

## Tuesday, April 27

- 9:00am - 10:00am Electrical Inspection for Power Release - Ricardo 912-465-3328** (85 Village Dr) - Danielle Smith
- 10:00am - 11:00am Building & Fire Inspection / Mutassa Bouie 912-596-0183** (109 Minus Ave #C6, Units 1-10) - Jacqueline S. Williams
- 11:00am - 12:00pm BL Re-Inspection - Lizette Fernandez 678-389-1251** (2302 Highway 80) - Danielle Smith
- 1:00pm - 2:00pm Building & Fire Inspections** (808 Talmadge Ave) - Jacqueline S. Williams
- 2:00pm - 3:00pm Ceiling Inspection - Robert 478-972-8576** (4912 Old Louisville Road Bldg 700) - Tonya Roper

## Wednesday, April 28

- 9:00am - 10:00am Electrical Ceiling Cover Up - Alma 912-398-7052**
- 10:00am - 11:00am Electrical Rough In - Nick 773-447-6976** (1809 Highway 80) - Danielle Smith
- 11:00am - 12:00pm Footer Inspection - Trevor 770-508-5775** (2150 Dean Forest Rd) - Danielle Smith
- 1:00pm - 2:00pm Foundation Fuel Canopy - Lee 423-693-5645** (2 Sonny Perdue Dr - Love's) - Danielle Smith
- 2:00pm - 4:00pm Footer - Cody Sikes 770-717-7324** (1514 Old Dean Forest Road - Coasta Commerce) - Tonya Roper
- 3:00pm - 4:00pm Plumbing Rough / Ross McDonough 912-531-5042** (1514 Old Dean Forest Road - Coasta Commerce) - Jacqueline S. Williams
- 4:00pm - 5:00pm Electrical Inspection** (35 Main Street Lot 15) - Tonya Roper

## Thursday, April 29

- 9:00am - 10:00am Underground Plumbing Christopher Randall 912-429-6859** (Groves High School 100 Priscilla D Thomas Dr.) - Jacqueline S. Williams
- 10:00am - 11:00am New Business Fire / Building Inspection - Starla 912-707-2338** (5019-C Ogeechee Road) - Danielle Smith
- 2:00pm - 4:00pm Footer - Cody 770-717-7324** (1514 Old Dean Forest Road) - Tonya Roper
- 4:00pm - 4:30pm Rebar Inspection - Trevor 770-508-5775** (2150 Dean Forest Rd) - Jacqueline S. Williams

## Friday, April 30

- 8:00am - 9:00am 313 314 Chatham Cnty USPS change effective May 1 - Atlanta District.** (City Hall) - Tonya Roper
- 9:00am - 10:00am Insulation Inspector - Nick 773-447-6976** (1809 U.S. Highway 80) - Jacqueline S. Williams
- 10:00am - 11:00am Plumbing Inspection Lee Ragsdale 423-693-5645** (2 Sonny Perdue Dr. - Love's Travel Stop) - Jacqueline
- 11:00am - 12:00pm Underground Electrical Inspection / Jake 615-829-3699** (2 Sonny Perdue / Love's Travel Stop) - Jacqueline S.
- 12:00pm - 12:30pm Rebar - Cody Sikes 770-717-7324** (1514 Old Dean Forest Road - Coasta Commerce) - Jacqueline S. Williams
- 1:00pm - 2:00pm Electrical Inspection - Raynard Andrews 912-665-3069** (4125 A 6th Street) - Danielle Smith
- 3:00pm - 3:30pm Footer / S. O'Neal** (23 Daniel Ave) - Jacqueline S.
- 3:30pm - 4:00pm Footer / Half Moon Custom Homes** (4304 Old
- 4:00pm - 5:00pm Rebar Inspection / Trevor 770-508-5775** (2150

## Saturday, May 1

- 8:00am - 9:00am BOA/PC Application Deadline** 📄

## Sunday, May 2

Board of Zoning Appeals/Planning Commission  
April 13, 2021 - 6:00PM

Opening: Chairman Billy Jackson welcomed everyone and called the meeting to order.

Roll Call: Billy Jackson; Chairman, Misty Selph; Vice Chair, Jenecia Perry; Parliamentarian, Jeff Ashley, Nancy Cox, Gary Monroe and Charles Orrel. Absent: Jimmy Crosby

Staff: Scott Robider; Planning and Zoning Manager

Visitors: Enclosed

**Board of Appeals**

PC2106: Don Bethune request to convert existing garage attic into a garage apartment at 2621 Woodlawn Avenue. PIN 6-0927-01-058; a use which must be approved by Board of Appeals.

Chairman Jackson opened the floor for comments, questions and those in favor of the request.

Scott Robider; Planning and Zoning Manager said garage apartments have existed since 1953 however they are not allowed for rent or gain. The structure was evaluated by the Building Official and was determined to be of such design that the proposed modification would meet regulations for the request.

Mr. Bethune said the bottom half of footprint will not change; the top half will change. The exterior wall will extend by 5ft. He stated that other than the property not being in an R2 or RA zoning district it meets regulations. He said I have spoken to neighbor, the property is wooded, this is only for personal use and the garage currently has a bathroom. Mr. Bethune said this garage apartment is not income based and I will submit for all permits and inspections.

Chairman Jackson asked for further questions or comments; being none he called for those in opposition. With no opposition he then called for a motion.

Vice- Chair Selph stated she will abstain from this request as it involves family members. Commissioner Cox made a motion to approve PC2106: Don Bethune request to convert existing garage attic into a garage apartment at 2621 Woodlawn Avenue. PIN 6-0927-01-058; Commissioner Orrel seconds the motion; vote passes with Vice-Chair Selph abstaining from vote.

Chairman Jackson called for a motion to adjourn. Commissioner Selph made a motion to adjourn; Commissioner Orrel seconds the motion; vote passes without opposition.

**Planning Commission**

PC2104: Oakwood Capital Savannah, LLC request a site plan review for a new service facility at 14 Aviation Court. PIN 6-0892-01-010

Chairman Jackson opened the floor for comments, questions and those in favor of the request.

Scott Robider; Planning and Zoning Manager stated the request is for expansion of the current footprint, the petitioner currently owns 35 locations and Staff recommends consideration for approval.

Brian Edmison; architect stated the parcel received a previous rezoning request, the parcel is eleven acres and the intent is to add a 10,800 sq. ft. addition. He said the facility is to offer an expansion of service, we are not a trucking company but a service unit, we do not bring traffic. He stated this expansion makes it safer for operations, there is no cargo in the units. The facility will consist of seven additional service bays, we are owned by In-Trans International which authorized services. The metal building will be pre-engineered that sits north of existing structures.

Scott Robider; Planning and Zoning Manager said this request is to move forward with the site and building; some issues need resolving but confident in Staff's request of consideration.

Commissioner Orrel said is this preliminary?

Scott Robider; Planning and Zoning Manager said the petitioner understands that no permits are issued until all approvals are received.

Commissioner Monroe said what are plans for the building's elevation and the container storage yard?

Mr. Edmison stated there will be some hydraulic work and demonstrated preliminary plans of the building elevations.

Scott Robider; Planning and Zoning Manager said tanks on site are to be stored.

Chairman Jackson asked for further questions or comments; being none he called for those in opposition. With no opposition he then called for a motion. Vice-Chair Selph made a motion to approve PC2104: Oakwood Capital Savannah, LLC request a site plan review for a new service facility at 14 Aviation Court. PIN 6-0892-01-010. Commissioner Orrel seconds the motion; vote passes with opposition.

PC2107: Zachary Riddle request to rezone 4877 Old Louisville Road; PIN 6-0969-02-009 from RA to I-1 for development as a truck chassis storage lot.

Zachary Riddle said three surrounding parcels are I-1 or I-2, property is Frank Anderson land. He stated that we do not wish to stack, we will clear land with 23-26% greenspace.

Chairman Jackson opened the floor for comments, questions and those in favor of the request.

Chairman Jackson asked for further questions or comments; being none he called for those in opposition. With no opposition he then called for a motion. Commissioner Perry made a motion to recommend to Council to approve PC2107: Zachary Riddle request to rezone 4877 Old Louisville Road; PIN 6-0969-02-009 from RA to I-1 for development as a truck chassis storage lot. Commissioner Cox seconds the motion; vote passes without opposition.



PC2108: Bharat Patel request to rezone 25 Main Street; PIN 6-0004-01-009 from C1 to C2A(B&W) for development as a convenience store and market.

Chairman Jackson opened the floor for comments, questions and those in favor of the request.

Nikolai Semenchine said I took over the property on September 1<sup>st</sup>. There's been minor repair to the structure which is to provide basic amenities to those who reside in the extended stay hotel and do not have transportation. He said the hours of operation are 6am to 10pm. The structure is the existing on the front on the left side, this is not on the same property as hotel.

Scott Robider; Planning and Zoning Manager said this is a combination of traditional convenience store offerings with heat and go food and beer and wine.

Mr. Semenchine said nothing is cooked, we'll keep it open if there's demand and there are no fuel products.

Scott Robider; Planning and Zoning Manager said there is no ordinance for limiting hours of operation.

Commissioner Monroe said there is a demand for customers who work evening shifts.

Commissioner Orrel said we need to keep an eye on big trucks pulling and parking on side of road.

Mr. Semenchine said trucks can pull into the hotel to turn around.

Scott Robider; Planning and Zoning Manager said with the rezoning request there are additional requirements for this location. He said with the site plan the GDOT items and issues must be addressed prior to opening. A consultation with GDOT is needed to allow curb cut and to meet stormwater requirements for the paved parking lot.

Mr. Semenchine said this is an amenity for the guests and that he is aware of issues but not in detail.

Commissioner Perry said most hotels have this amenity within the lobby of the hotel and asked what is the distance to the church?

Mr. Semenchine said the hotel does not have the space.

Scott Robider; Planning and Zoning Manager said the GA code minimum of 100ft is required this is 118ft from the separate parcel with three separate tracts.

Commissioner Monroe said I want you to understand that you have additional requirements with the City. This is a good opportunity to service dock workers.

Mr. Semenchine agreed of the additional requirements and stated he hopes to service both the guests and dock workers.

Scott Robider; Planning and Zoning Manager said the request is seeking C2A(B&W) which is beer and wine only; the safeguards are in place.

Chairman Jackson asked for further questions or comments; being none he called for those in opposition. With no opposition he then called for a motion. Commissioner Monroe made a motion to recommend to Council to approve PC2108: Bharat Patel request to rezone 25 Main Street; PIN 6-0004-01-009 from C1 to C2A(B&W) for development as a convenience store and market. Commissioner Cox seconds the motion; vote passes by majority with Commissioner Perry voting in opposition.

PC2109: Southbridge Commons, LLC request a zoning text amendment to amend Sec.90-49(f)(9)(e) to prohibit sales(outdoor); to amend Sec. 90-49(f)(5) to add subsection (g) in order to permit storage of vehicles and vehicular sales provided that; (i) such use may not occur outdoors(ii) no automobile repair shall be permitted as part of the uses, and (iii) no temporary signage shall be permitted.

Chairman Jackson opened the floor for comments, questions and those in favor of the request.

Josh Yellin; Hunter Maclean and agent for Southbridge Commons said the text amendment does not permit vehicular sales, the request is for a site that has been vacant for 10 years and this is onsite sales and storage.

Vice-Chair Selph said please provide a detail of cars.

Mike Salgueiro said the car facility is licensed and insured, the vehicles are on consignment and range in age from 1911 to 2020. This is a driving club, no restoration of cars, 90% of sales are online, we are current sponsors of the Habersham car show and founder of Toys for Tots with cars.

Commissioner Perry said is the banquet open to the public?

Mr. Salgueiro said the banquet is open to anyone with a checkbook. He said that all businesses are staying, members of the driving club must have a key card for access, the back of the facility is private with the front of the facility operating 9am-6pm.

Scott Robider; Planning and Zoning Manager said car shows are allowed.

Mr. Salgueiro said the venue is open to the public and will consist of muscle and exotic cars. The building is sprinkled, there's access for fire protection, law enforcement is next door and hopes this will draw new eating establishments.

Chairman Jackson asked for further questions or comments; being none he called for those in opposition. With no opposition he then called for a motion. Commissioner Perry made a motion to recommend to Council to approve PC2109: Southbridge Commons, LLC request a zoning text amendment to amend Sec.90-49(f)(9)(e) to prohibit sales(outdoor); to amend Sec. 90-49(f)(5) to add subsection (g) in order to permit storage of vehicles and vehicular sales provided that; (i) such use may not occur outdoors(ii) no automobile repair shall be permitted as part of the uses, and (iii) no temporary signage shall be permitted. Commissioner Cox seconds the motion; vote passes without opposition.

Minutes  
Board of Zoning Appeals/Planning Commission  
April 13,2021 - 6:00PM

Chairman Jackson called for a motion to adjourn. Vice-Chair Selph made a motion to adjourn;  
Commissioner Orrel seconds the motion; vote passes without opposition.

Respectfully submitted  
TTR

# Memorandum

**To:** Scott Robider  
**From:** Jonathan Trego – Code Officer  
**Date:** 5/11/2021  
**Re:** Council Report

---

The Code Enforcement Unit activity report for the month of April 2021 is as follows:

**Signs- 36**

**Sanitation Citations- 0**

**Courtesy Notices and Violation Notices- 58**

**Re-inspections- 41**

**Cases Closed (Compliance or dismissed)- 34**

**Vehicles Tagged Derelict or tagged for tow- 27**

**Vehicles Towed- 5**

**Vehicles MBO or brought into compliance- 29**

**Court Citations- 8**

**Misc. Inspections (including zoning checks, tax cert checks, permit checks, routine insps)- 17**

**Housing Codes- 2**

**Cease and Desist Orders obtained: 3**

**Properties that the City worked on (including cutting, cleaning, securing) and billed- 4**

**CE Condemnations (Placards posted- including for unfit, unsecure, unsafe): 0**

**REPORT TO MAYOR AND CITY COUNCIL**

**AGENDA ITEM**

**TO: THE HONORABLE MAYOR AND CITY COUNCIL**      **DATE: 05-11-2021**

**SUBJECT: *Police Department Monthly Status Report***

**Report in Brief**

The Police Department Monthly Status Report includes an extensive summary of the monthly activity of the divisions within the Department. This report also provides information regarding key items of interest and/or activities throughout the month.

The operations detail contained in this report is for the month of April 2021.

Prepared by: Lindsay Stumpf  
Title: Executive Assistant / Accreditation  
Manager

Reviewed by: Gilbert C. Ballard  
Title: Chief of Police

Attachment(s)

**Police Department  
Monthly Status Report  
Summary – April 2021  
Operations**

**Calls for Service**

There was a total of 2,062 calls for service and self-initiated activity in the month of April 2021, for a total of 8,131 calls for service year to date.

***Current month's calls included:***

**Offenses:**

Assault	48	Burglary	6
Damage to Property	14	Larceny	16
Motor Vehicle Theft	8	Narcotics	18
Robbery	1	Sex Offense	2
Weapons Law Violation	3	Homicides	1
Homicide	1		

**Adult & Juvenile Arrest/Charge Summary**

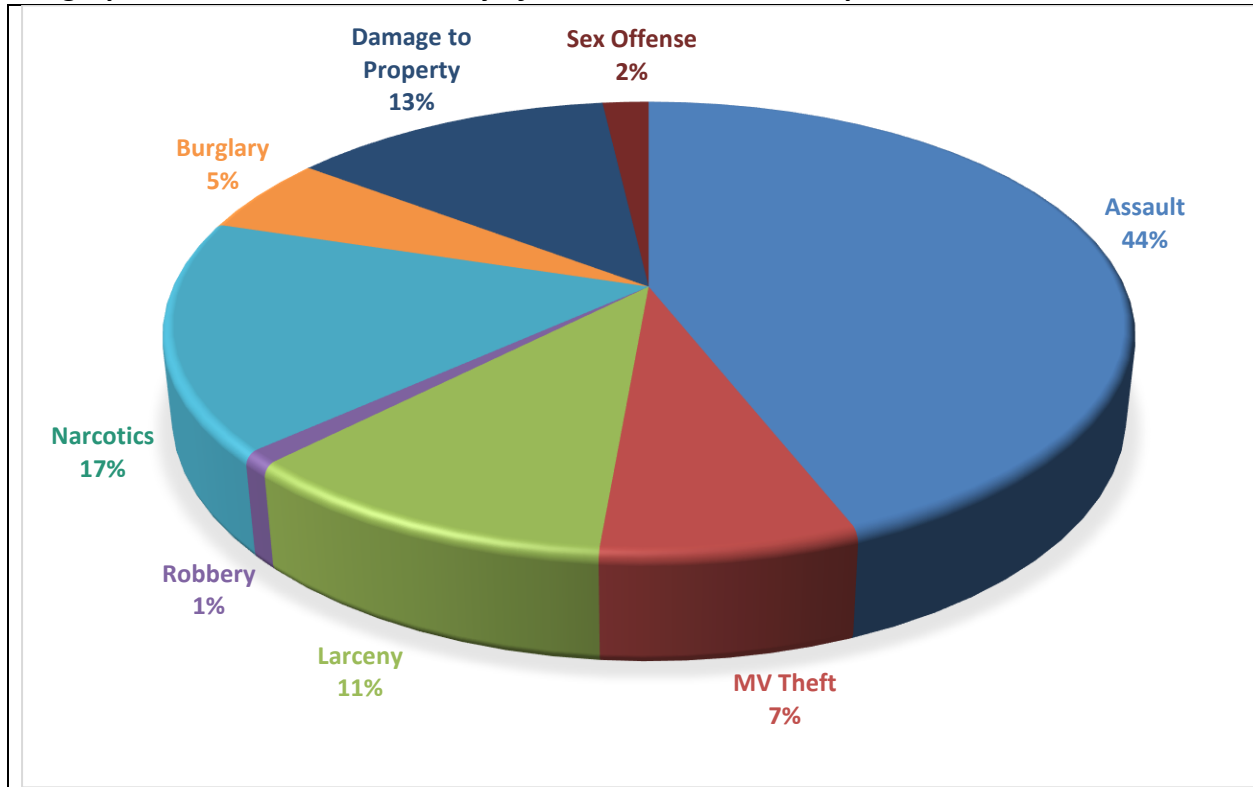
The following is the total of ***Adult and Juvenile Arrests*** made by this department this month. These statistics represent arrests made for Criminal Code as well as Municipal Ordinance violations.

**Arrests**

Adult Arrests  
91

Juvenile Arrests  
0

**The graph below is a visual summary of the Current Month's Top 8 Criminal Violations.**



**Current Month's Top 8 Criminal Violations by District**

**Mayor Bethune and Mayor Pro Tem/Council Member at Large Kicklighter**

	<i>Daniel District 1</i>	<i>Ruiz District 2</i>	<i>Morris District 3</i>	<i>Lassiter, Jr. District 4</i>	<i>Tice District 5</i>
<b>Assault</b>	<b>17</b>	<b>5</b>	<b>5</b>	<b>6</b>	<b>15</b>
<b>Burglary</b>	<b>1</b>	<b>1</b>	<b>0</b>	<b>2</b>	<b>2</b>
<b>Damage to Property</b>	<b>2</b>	<b>2</b>	<b>1</b>	<b>5</b>	<b>4</b>
<b>Larceny</b>	<b>3</b>	<b>3</b>	<b>5</b>	<b>1</b>	<b>4</b>
<b>MV Theft</b>	<b>2</b>	<b>0</b>	<b>4</b>	<b>1</b>	<b>1</b>
<b>Narcotics</b>	<b>6</b>	<b>4</b>	<b>1</b>	<b>0</b>	<b>7</b>
<b>Robbery</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>
<b>Sex Offense</b>	<b>0</b>	<b>1</b>	<b>1</b>	<b>0</b>	<b>0</b>
<b>Homicide</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>

## **Traffic Violations**

There was a total of 1,378 traffic violations during the month of April 2021. ***They included:***

### **Traffic Citations Issued**

Speeding Violations	653	Fatalities	0
Written Warnings	263	Miscellaneous Citations	394
Seat Belt Violations	45	Total Citations	1,115
DUI's	16		

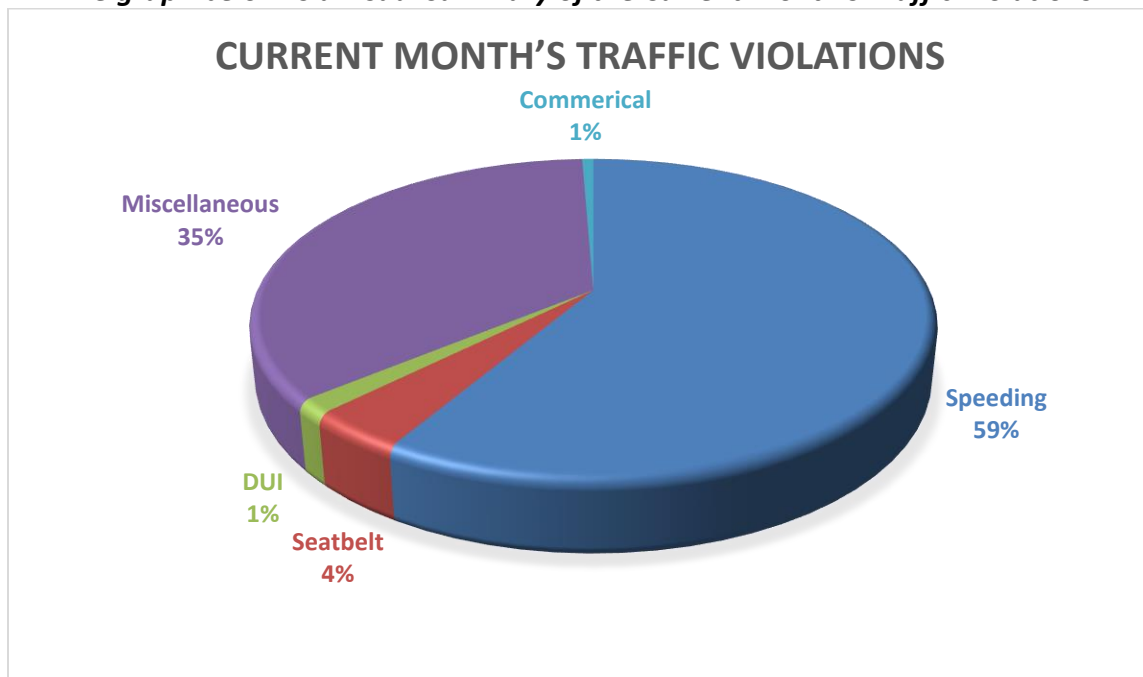
### **Commercial Vehicle Unit(s) Citations Issued**

Total Citations Issued                7

## **Accidents**

Public Roadway Accidents	39
Private Property Accidents	12
Total Accident Reports	51

***The graph below is a visual summary of the Current Month's Traffic Violations.***





### **Open Records Request**

The Garden City Records Clerk received and processed 315 Open Records request for the month of April 2021. A total of 1,509 Open Records Request have been processed from January 1, 2021 to April 30, 2021.

### **Municipal Court Summary**

During the month of April 2021, the Garden City Municipal Court handled 1,699 cases for a current annual total of 4,227 cases.

- |   |       |
|---|-------|
| ➤ Total Traffic Citations and Criminal Cases handled in court             | 1,079 |
| ➤ Total Traffic Citations and Criminal Cases passed to another court date | 503   |
| ➤ Cases issued probation  | 117   |

### **Training**

During the month of April 2021, police personnel reported a total of 338 hours of training resulting in an average of 9.94 hours of training per Officer. Some of the special training classes the officers attended during the month of April were:

Critical Tasks, Georgia Crisis Intervention Team Program, Cultural Awareness, Performance Appraisals, Supervision Level II & III, Mental & Emotional Wellness, Fostering Positive Community Relations, & Commercial Vehicle Cargo Theft

### **Items of Interest for April 2021**

- April 1<sup>st</sup> Garden City PD hosted Chat with a Cop at Food Lion.
- April 5<sup>th</sup> we had two recruits start at GPTSC Academy, expected graduation date June 25, 2021.
- April 8<sup>th</sup> Garden City PD hosted Chat with a Cop at Walgreens on Highway 21.
- April 16<sup>th</sup> Garden City PD hosted Chat with a Cop at the Westside Shopping Center, where we handed out Children's Fingerprint Kits.
- April 23<sup>rd</sup> Garden City PD hosted Chat with a Cop at the Westside Shopping Center.
- April 29<sup>th</sup> Garden City PD hosted Chat with a Cop at Ebenezer Grocery.
- April 30<sup>th</sup> detectives participated in "Wear a Pair" to bring awareness about sexual violence.

## REPORT TO MAYOR AND CITY COUNCIL

**TO: THE HONORABLE MAYOR AND CITY COUNCIL** DATE: May 17, 2021

**SUBJECT: *Fire Department April 2021 Report***

### **Report in Brief**

The Fire Department Monthly Status Report includes an extensive summary of the monthly activity of the divisions within the Department. This report also provides information regarding key items of interest and/ or activities throughout the month.

The operations detail contained in this report is for the Month(s) of April of 2021, and all related information is current as of May 01, 2021.

Prepared by: Scott Kimball  
Title Assistant to  
Michel Johnson  
Interim Chief of Fire

Reviewed by: Michele Johnson  
Title Interim Chief of Fire

Attachment(s)

## Calls for Service in April of 2021

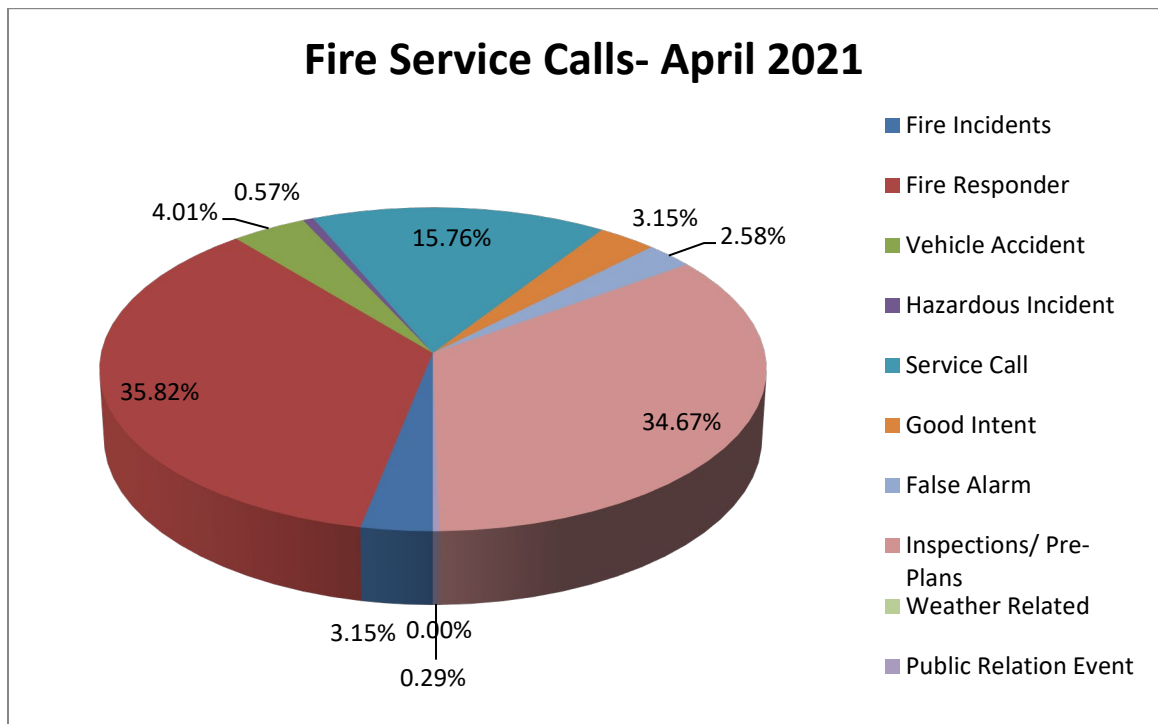
There were a total of 164 calls for service in the month of April, 2021, for a total of 754 calls for service year to date.

### ***Current month's calls included:***

#### **Incident Type:**

Fire Incidents	11	Good Intent	11
Fire Responder	125	False Alarm	9
Vehicle Accident	14	Service Call	5
Hazardous Incident	2	Inspections/ Pre-Plan	121
Weather Related	0	Public Education	1

***The graph below is a visual summary of the Current Month's Fire Service Calls.***



## **Department Activities/ Events**

### **Department Training**

In April fire personnel reported a total of 206.50 hours of training resulting in an average of 13.73 hours of training per Firefighter.

### **Crash Victim Extrication**

FF Molinari attended a GPSTC Crash Victim Extrication at Rincon FD Training Center in Effingham.

### **Introduction to Fire Inspector: Basic Principles & Practices of Fire Inspections**

Captain Johnson, Chief Medeiros and Asst. Chief Lewis thought Introduction to Fire Inspector: Basic Principles & Practices of Fire Inspections at the GPSTC Savannah campus. 2 of our members attended, 1 from Port Wentworth Fire Department, 2 from Tifton Fire Department, 1 from Hinesville Fire Dept. 1 from Jackson Fire Department, and 1 from Cartersville Fire Department.

### **Georgia Public Safety Fire Investigation**

Asst Chief Lewis and Safety Officer Kimball attended Georgia Public Safety Fire Investigation Association Seminar in Helen.

### **Meeting with Local Departments**

Assistant Chief Lewis and Safety Kimball conducted testing for GFSTC at Port Wentworth for test event.

Assistant Chief Lewis conducted testing for GFSTC at Pooler Fire Rescue for test event

### **Fire Marshal's Office**

The month of April was very busy with performing inspections and plan review. There were a couple major projects focused on this month. Highlights were ELP Service dismissal of Court Hearing for 60 days, Econo Lodge Hotel court case and inspection of fire hazards (still pending), and change of command staff.

For the month of May will be focusing on annual inspections for Deputy Fire Marshal while I will be focusing on drafting all the General Orders for the Fire Marshal's Office. Drafting city's Ordinances for Fire Lanes, Nuisance Fire Alarms, and change of Schedule Fees.

### **Here's the break down by Inspection Type and the plan reviews by project:**

Annual Inspection (initial inspection):	30
RE-Inspection:	60

Certificate of Occupancy:	4
Consultation Site Visit:	14
Fire Protection Equipment Inspection:	3
Pre-Plan	2
Occupational Tax Certificate (new tenant):	8
<b>Total number of Inspections:</b>	<b>121</b>

#### **Plan Review**

Kahn Warehouse	6 hrs	\$6,251.58
Coastal Commerce A	12hrs	\$11,549.08
Coastal Commerce B	12hrs	\$9, 104.25
Polar Services	6 hrs	Pending

#### **Informal Plan Review**

None

<b>Total of Hours:</b>	<b>+/- 36 hrs</b>	<b>\$26,904.91</b>
------------------------	-------------------	--------------------

#### **Court Fees:**

Econo Lodge	Pending
-------------	---------

**Total Fee Collected:**

## **Community Relations Activities/Events**

### **Senior Center Blood Pressure Checks**

During the month of April, the Department suspended conducting weekly blood pressure checks at the Senior Center on Tuesdays due to COVID 19. We will start back in May.

### **Department Instructed CPR Class**

During the month April, the department American Heart Association Training Site conducted no Classes.

## **Looking Ahead**

- Bringing more state certified training to the City of Garden City which will be made available to surrounding municipalities and the Georgia Port Authority.
- Assisting and attending state certified classes that are offered in surrounding municipalities.
- Broadening the community outreach with continued programs such as Remembering When, community CPR classes, the smoke detector program, and Close Before you Doze.
- Pursuing various grants for department equipment.



RISK MANAGEMENT AND  
EMPLOYEE BENEFIT SERVICES  
BOARD OF TRUSTEES

**Chairman**

W. D. Palmer, III  
Councilmember, Camilla

**Vice Chairman**

Rebecca L. Tydings  
City Attorney, Centerville

**Secretary-Treasurer**

Larry H. Hanson  
Executive Director

**Trustees:**

Shelly Berryhill  
Councilmember, Hawkinsville

Linda Blechinger  
Mayor, Auburn

Ronald Feldner  
City Manager, Garden City

Marcia Hampton  
City Manager,  
Douglasville

Meg Kelsey  
City Manager, LaGrange

Sam Norton  
Mayor, Dahlonega

David Nunn  
City Manager, Madison

James F. Palmer  
Mayor, Calhoun

John Reid  
Mayor, Eatonton

Kenneth L. Usry  
Mayor, Thomson

Clemontine Washington  
Mayor Pro Tem, Midway

Donna Whitener

Vince Williams  
Mayor, Union City

May 13, 2021

**TRANSMITTED VIA E-MAIL**

([rfeldner@gardencity-ga.gov](mailto:rfeldner@gardencity-ga.gov))

Mr. Ron Feldner  
City Manager  
City of Garden City  
100 Central Avenue  
Garden City, Georgia 31405

**RE: City of Garden City Georgia Municipal Employees Benefit System (GMEBS) Defined Benefit Retirement Plan; Amendment to Increase the Normal Retirement Benefit for Elected Officials and Change the Alternative Normal Retirement Qualification for City Manager**

Dear Mr. Feldner:

Per the City's request, enclosed please find a draft amended Adoption Agreement, General Addendum and Service Credit Purchase Addendum for the City of Garden City's Georgia Municipal Employees Benefit System ("GMEBS") Defined Benefit Retirement Plan ("Plan"). The amendment to the Plan changes the current "Rule of 70" Alternative Normal Retirement ("ANR") qualification for the City Manager employed in such position on July 1, 2019 to a "Rule of 66", provided he is still employed in such position on May 17, 2021. (see Adoption Agreement p. AA-18).

Additionally, the amendment to the Plan increases the normal retirement benefit for elected officials in office on or after May 17, 2021 from \$25.00 per month for each year of service as an elected official to \$35.00 per month for each year of service as an elected official (see Adoption Agreement p. AA-24).

The Adoption Agreement provides that the amended Plan documents will become effective May 17, 2021. **Per O.C.G.A. § 47-5-40, the Adoption Agreement has been drafted in the form of an ordinance.** Please note that GMEBS will not sign an Adoption Agreement, General Addendum or Service Credit Purchase Addendum that has been edited by the City. If changes are needed to the draft documents, please let us know before the City approves it.

If the draft Adoption Agreement, General Addendum and Service Credit Purchase Addendum are acceptable as drafted, please have the designated representatives sign and date where indicated (p. 37, 2 and 7, respectively). Following execution please email a scanned copy of both documents to Gina Gresham at [rgresham@gacities.com](mailto:rgresham@gacities.com). GMEBS will then execute the documents and return the fully executed Adoption Agreement and General Addendum to you.



Mr. Ron Feldner  
May 13, 2021  
Page 2

Please feel free to contact me at (678) 686-6236 or [cdorsey@gacities.com](mailto:cdorsey@gacities.com) with any questions or comments.

Sincerely,

A handwritten signature in black ink that reads "Caroline Dorsey". The script is cursive and fluid.

Caroline Dorsey  
Associate General Counsel

Encl.

C: Mr. James Gerard, City Attorney, City of Garden City (w/ encl.)  
Ms. Marinetty Bienvenu, Director, Employee Benefit Services (w/o encl.)  
Ms. Michelle Warner, Director, Retirement Field Services and DC Program (w/o encl.)  
Ms. Gwin Hall, Senior Associate General Counsel (w/o encl.)

**GEORGIA MUNICIPAL EMPLOYEES**  
**BENEFIT SYSTEM**

**DEFINED BENEFIT RETIREMENT PLAN**

**AN ORDINANCE**  
**and**  
**ADOPTION AGREEMENT**  
**for**  
**City of Garden City**

**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**

	<b><u>PAGE</u></b>
I. AN ORDINANCE .....	1
II. GMEBS DEFINED BENEFIT RETIREMENT PLAN	
ADOPTION AGREEMENT .....	2
1. ADMINISTRATOR .....	2
2. ADOPTING EMPLOYER.....	2
3. GOVERNING AUTHORITY .....	2
4. PLAN REPRESENTATIVE.....	2
5. PENSION COMMITTEE .....	3
6. TYPE OF ADOPTION .....	3
7. EFFECTIVE DATE.....	4
8. PLAN YEAR .....	5
9. CLASSES OF ELIGIBLE EMPLOYEES.....	5
A. Eligible Regular Employees .....	5
B. Elected or Appointed Members of the Governing Authority .....	5
10. ELIGIBILITY CONDITIONS.....	7
A. Hours Per Week (Regular Employees).....	7
B. Months Per Year (Regular Employees) .....	7
11. WAITING PERIOD.....	8
12. ESTABLISHING PARTICIPATION IN THE PLAN .....	8
13. CREDITED SERVICE .....	8
A. Credited Past Service with Adopting Employer .....	9
B. Prior Military Service .....	10
C. Prior Governmental Service.....	11
D. Leave Conversion for Unused Paid Time Off (e.g., Sick, Vacation, or Personal Leave).....	13
14. RETIREMENT ELIGIBILITY.....	15
A. Early Retirement Qualifications .....	15
B. Normal Retirement Qualifications.....	15
C. Alternative Normal Retirement Qualifications .....	17
D. Disability Benefit Qualifications .....	21
15. RETIREMENT BENEFIT COMPUTATION.....	21
A. Maximum Total Credited Service.....	21
B. Monthly Normal Retirement Benefit Amount.....	22
C. Monthly Early Retirement Benefit Amount .....	25
D. Monthly Late Retirement Benefit Amount (check one): .....	26
E. Monthly Disability Benefit Amount .....	26
F. Minimum/Maximum Benefit For Elected Officials .....	27
16. SUSPENSION OF BENEFITS FOLLOWING BONA FIDE SEPARATION OF SERVICE; COLA.....	27

A.	Re-Employment as Eligible Employee After Normal, Alternative Normal, or Early Retirement and Following Bona Fide Separation of Service (see Master Plan Section 6.06(c) Regarding Re-Employment as an Ineligible Employee and Master Plan Section 6.06(e) and (f) Regarding Re-Employment After Disability Retirement) .....	27
B.	Cost Of Living Adjustment.....	28
17.	TERMINATION OF EMPLOYMENT BEFORE RETIREMENT; VESTING .....	29
A.	Eligible Regular Employees .....	29
B.	Elected or Appointed Members of the Governing Authority .....	30
18.	PRE-RETIREMENT DEATH BENEFITS .....	30
A.	In-Service Death Benefit.....	30
B.	Terminated Vested Death Benefit.....	32
19.	EMPLOYEE CONTRIBUTIONS .....	33
20.	MODIFICATION OF THE TERMS OF THE ADOPTION AGREEMENT .....	34
21.	TERMINATION OF THE ADOPTION AGREEMENT .....	34
22.	EMPLOYER ADOPTION AND AUTHORIZATION FOR AMENDMENTS .....	34

## **I. AN ORDINANCE**

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

**Section 1.** The Retirement Plan for the Employees of the City of Garden City, 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 Garden City, Georgia**

### **3. GOVERNING AUTHORITY**

Name: **Mayor and Council**  
Address: **100 Central Avenue, Garden City, GA 31405**  
Phone: **(912) 966-7777**  
Facsimile: **(912) 966-7792**

### **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: **100 Central Avenue, Garden City, GA 31405**  
Phone: **(912) 966-7777**  
Facsimile: **(912) 966-7792**

## 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: **City Manager**  
Position: **Clerk of Council**  
Position: **Deputy City Manager**  
Position: **Finance Director**  
Position: **Mayor**  
Position: **Mayor Pro Tem**  
Position: **President of Council**

Pension Committee Secretary: **Human Resources Director**  
Address: **100 Central Avenue, Garden City, GA 31405**  
Phone: **(912) 966-7777**  
Facsimile: **(912) 966-7792**

## 6. TYPE OF ADOPTION

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

- ☐ This is a new defined benefit plan adopted by the Adopting Employer for its Employees. This plan does not replace or restate an existing defined benefit plan.
- ☐ This is an amendment and restatement of the Adopting Employer's preexisting non-GMEBS defined benefit plan.
- ☒ This is an amendment and restatement of the Adoption Agreement previously adopted by the Employer, as follows (**check one or more as applicable**):
  - ☒ To update the Plan to comply with PPA, HEART, WRERA, and other applicable federal laws and guidance.
  - ☒ To make the following amendments to the Adoption Agreement (**must specify below revisions made in this Adoption Agreement; all provisions must be completed in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**): **This is an amendment to: (1) change the current “Rule of 70” Alternative Normal Retirement qualification for the City Manager in such position on July 1, 2019 to a “Rule of 66”, provided he remains employed as of May 17, 2021 (see Adoption Agreement p. 18) and (2) increase the monthly Retirement benefit for elected or appointed members of the Governing Authority who hold such office on or after May 17, 2021 from \$25.00 a month per year of service as an elected or appointed member of the Governing Authority to \$35.00 a month per year of service as an elected or appointed member of the Governing Authority (see Adoption Agreement p. 24).**

## 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 May 17, 2021 **(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 July 1, 2019 **(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 January 1, 1973 **(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**): \_\_\_\_\_.

## 9. CLASSES OF ELIGIBLE EMPLOYEES

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

### A. Eligible Regular Employees

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

- ☐ **ALL** - All Regular Employees, provided they satisfy the minimum hour and other requirements specified under "Eligibility Conditions" below.
- ☒ **ALL REGULAR EMPLOYEES EXCEPT** for the following employees (**must specify; specific positions are permissible; specific individuals may not be named**):  
1) The City Manager, Deputy City Manager and Planning and Economic Development Director who were employed with the City in such positions on January 1, 2012 and who had previously agreed not to participate in this Plan pursuant to a contract with the City are ineligible to participate in this Plan, retroactive to the date on which they commenced employment in such positions; and 2) Any City Manager or Deputy City Manager who is first employed in such position on or after February 20, 2012 who agrees in a contract with the City not to participate in this Plan. Notwithstanding the foregoing, effective on or after July 1, 2019, all Regular Employees, including but not limited to the City Manager in such position on or after such date, shall participate in the Plan, provided they satisfy the minimum hour and other requirements specified under "Eligibility Conditions" below. The City Manager in such position on July 1, 2019, shall not receive credit for service with the City prior to such date unless he purchases prior service credit for such service in accordance with the Service Credit Purchase Addendum, in which case his purchased service credit shall be considered Credited Past Service under the Plan.

### B. Elected or Appointed Members of the Governing Authority

An Adopting Employer may elect to permit participation in the Plan by elected or appointed members of the Governing Authority and/or Municipal Legal Officers, provided they otherwise meet the Master Plan's definition of "Employee" and provided they satisfy any other requirements

specified by the Adopting Employer. Municipal Legal Officers to be covered must be specifically identified by position. Subject to the above conditions, the Employer hereby elects the following treatment for elected and appointed officials:

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

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

☒ **ARE** eligible to participate in the Plan.

Please specify any limitations on eligibility to participate here (e.g., service on or after certain date, or special waiting period provision): Each elected or appointed member of the Governing Authority who holds an office on September 1, 1994, shall be qualified to participate in the Plan on such date. Each other elected or appointed member of the Governing Authority who holds an office subsequent to such date shall be qualified to participate in the Plan on the first day of the month immediately following or coinciding with the first date after September 1, 1994, that said elected or appointed member of the Governing Authority occupies any elective office of the Governing Authority. (Participation became mandatory effective January 1, 2003. See Section 12 of this Adoption Agreement concerning mandatory participation in the Plan.) In accordance with Section 4.03(b) of the Master Plan, an elected or appointed member of the Governing Authority who initially takes office or returns to office on or after January 1, 2015, shall be qualified to participate in the Plan on the date she said elected or appointed member of the Governing Authority initially takes such office or returns to office.

**(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): The Appointed City Attorney, provided the Appointed City Attorney is not an active participant in the retirement plan of any other GMEBS member as a Municipal Legal Officer.

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)): Each Municipal Legal Officer who holds an office on May 1, 1981 shall be qualified to participate in the Plan on such date. Each other Municipal Legal Officer who holds office subsequent to such date shall be qualified to participate in the Plan on the first day of the month immediately following or coinciding with the first date after May 1, 1981, that said Municipal Legal Officer occupies such office. (Participation became mandatory effective on or after January 1, 2003, with respect to any Municipal Legal Officer who was not an active participant in the retirement plan of another GMEBS member as a Municipal Legal Officer. See Section 12 of this Adoption Agreement concerning mandatory participation in the Plan. A Municipal Legal Officer who is first employed or who becomes reemployed by the City on or after January 1, 2003 must satisfy the definition of "Employee"

as defined in Section 2.30 of the Master Plan in order to be eligible to participate in the Plan.) In accordance with Section 4.03(b) of the Master Plan, a Municipal Legal Officer who initially takes office or returns to office on or after January 1, 2015, shall be qualified to participate in the Plan on the date she said Municipal Legal Officer initially takes such office or returns to office.

## 10. ELIGIBILITY CONDITIONS

### A. Hours Per Week (Regular Employees)

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

- ☐ No minimum
- ☐ 20 hours/week (regularly scheduled)
- ☒ 30 hours/week (regularly scheduled)
- ☐ Other: \_\_\_\_\_ (must not exceed 40 hours/week regularly scheduled)

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

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

Minimum hour requirement applicable to excepted Regular Employees:

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

### B. Months Per Year (Regular Employees)

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

- ☐ No minimum
- ☒ At least 5 months per year (regularly scheduled)

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

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

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

- ☐ No minimum
- ☐ At least \_\_\_\_\_ months per year (regularly scheduled)

## **11. WAITING PERIOD**

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

## **12. ESTABLISHING PARTICIPATION IN THE PLAN**

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

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

- ☒ None (Participation is mandatory for all Eligible Employees except as provided in Section 4.03(e) of the Master Plan).
- ☐ Participation is optional for the following Eligible Employees **(must specify - specific positions are permissible; specific individuals may not be named; all positions or classes specified must be Eligible Employees):** \_\_\_\_\_.

## **13. CREDITED SERVICE**

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

**A. Credited Past Service with Adopting Employer**

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

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

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

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

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

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

Other limitation(s) on Recognition of Credited Past Service **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and**

**the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): Credited Past Service shall not include service 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 September 1, 1994.**

**Credited Past Service shall not include service as a Municipal Legal Officer unless the Participant was serving as a Municipal Legal Officer, elected or appointed member of the Governing Authority, or Eligible Regular Employee on May 1, 1981.**

**(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. Prior Governmental Service**

**Note:** A Participant's prior service with other GMEBS employers shall be credited for purposes of satisfying the minimum service requirements for Vesting and eligibility for Retirement and pre-retirement death benefits as provided under Section 9.05 of the Master

**Plan, relating to portability service. This Section 13(C) does not need to be completed in order for Participants to receive this portability service credit pursuant to Section 9.05 of the Master Plan.**

**(1) Credit for Prior Governmental Service.**

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

- ☒ Prior governmental service is **not** creditable under the Plan **(if checked, skip to Section 13.D. – Unused Sick/Vacation Leave)**.
- ☐ Prior governmental service shall be counted as Credited Service for the following purposes under the Plan **(check one or more as applicable)**:
  - ☐ Computing amount of benefits payable.
  - ☐ Meeting minimum service requirements for vesting.
  - ☐ Meeting minimum service requirements for benefit eligibility.

**(2) Definition of Prior Governmental Service.**

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

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

**(3) Maximum Credit for Prior Governmental Service.**

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

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

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

- ☐ One month of prior governmental service credit for every \_\_\_\_\_ month(s) **(insert number)** of Credited Service with the Adopting Employer.
- ☐ One year of prior governmental service credit for every \_\_\_\_\_ year(s) **(insert number)** of Credited Service with the Adopting Employer.
- ☐ All prior governmental service shall be creditable (subject to any caps imposed above) after the Participant has completed \_\_\_\_\_ years **(insert number)** of Credited Service with the Adopting Employer.



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

**(5) Payment for Prior Governmental Service Credit.**

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

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

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

**(1) Credit for Unused Paid Time Off.**

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

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

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

- ☐ Unused paid time off shall **not** be treated as Credited Service **(if checked, skip to Section 14 – Retirement Eligibility).**
- ☒ The following types of unused paid time off for which the Participant is not paid shall be treated as Credited Service under the Plan **(check one or more as applicable):**

- ☒ Unused sick leave
- ☐ Unused vacation leave
- ☐ Unused personal leave
- ☐ Other paid time off (must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): \_\_\_\_\_.

**(2) Minimum Service Requirement.**

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

- ☒ The Participant must be 100% vested in a normal retirement benefit.
- ☐ The Participant must have at least \_\_\_\_\_ years (**insert number**) of Total Credited Service (not including leave otherwise creditable under this Section).
- ☐ Other (must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): \_\_\_\_\_.

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

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

**(4) Maximum Credit for Unused Paid Time Off.**

Credit for unused paid time off for which the Participant is not paid shall be limited to a maximum of 6 months (**insert number**).

**(5) Computation of Unused Paid Time Off.**

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

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

## 14. RETIREMENT ELIGIBILITY

### A. Early Retirement Qualifications

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

- ☒ Attainment of age 55 (insert number)
- ☒ Completion of 10 years (insert number) of Total Credited Service

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

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

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

- ☐ Attainment of age \_\_\_\_\_ (insert number)
- ☐ Completion of \_\_\_\_\_ years (insert number) of Total Credited Service

### B. Normal Retirement Qualifications

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

#### (1) Regular Employees

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

- ☒ Attainment of age 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**): \_\_\_\_\_.

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

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

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

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

- ☒ Attainment of age **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**): \_\_\_\_\_.

**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 55 **(insert number)**
  - ☒ Completion of 20 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): Eligible Regular Employees.**

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 66 (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 **55 (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. 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): The City Manager in such position on July 1, 2019, provided he remains in such position on May 17, 2021.**

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 for Public Safety Employees Only.**

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

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

This alternative normal retirement benefit is available to:



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

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

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

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

#### **D. Disability Benefit Qualifications**

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

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

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

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

### **15. RETIREMENT BENEFIT COMPUTATION**

#### **A. Maximum Total Credited Service**

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

- ☒ not limited.

- ☐ limited to \_\_\_\_\_ years for all Participants.
- ☐ limited to \_\_\_\_\_ 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.** 2.0% (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): **Eligible Regular Employees who Terminate on or after October 1, 2001.**

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

This formula applies to:

- ☐ All Participants who are Regular Employees.
  - ☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named):**\_\_\_\_\_.
- ☐ (d) **Alternative Split Final Average Earnings Formula.** \_\_\_\_\_ % **(insert percentage)** of Final Average Earnings up to the amount of **Covered Compensation (see subsection (2) below for definition of Covered Compensation)**, plus \_\_\_\_\_ % **(insert percentage)** of Final Average Earnings in excess of said Covered Compensation, multiplied by years of Total Credited Service as an Eligible Regular Employee.

This formula applies to:

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

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

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

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

- ☐ (a) **A.I.M.E. Covered Compensation** as defined in Section 2.18 of the Master Plan. This definition of Covered Compensation shall apply to **(check one)**:
  - ☐ All Participants who are Regular Employees.
  - ☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named):** \_\_\_\_\_.
- ☐ (b) **Dynamic Break Point** Covered Compensation as defined in Section 2.19 of the Master Plan. This definition of Covered Compensation shall apply to **(check one)**:
  - ☐ All Participants who are Regular Employees.
  - ☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named):**\_\_\_\_\_.
- ☐ (c) **Table Break Point** Covered Compensation as defined in Section 2.20 of the Master Plan. This definition of Covered Compensation shall apply to **(check one)**:
  - ☐ All Participants who are Regular Employees.
  - ☐ Only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named):** \_\_\_\_\_.

- ☐ (d) **Covered Compensation** shall mean a Participant's annual Earnings that do not exceed \$\_\_\_\_\_ (**specify amount**). This definition shall apply to (**check one**):

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

**(3) Final Average Earnings**

Unless otherwise specified in an Addendum to the Adoption Agreement, Final Average Earnings is defined as the monthly average of Earnings paid to a Participant by the Adopting Employer for the **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) Formula for Elected or Appointed Members of the Governing Authority**

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

- ☐ Not applicable (elected or appointed members of the Governing Authority or Municipal Legal Officers are not permitted to participate in the Plan).  
☒ **\$35.00 (insert dollar amount)** per month for each year of Total Credited Service as an elected or appointed member of the Governing Authority or Municipal Legal Officer or major fraction thereof (6 months and 1 day).

This formula applies to:

- ☒ All elected or appointed members of the Governing Authority or Municipal Legal Officers eligible to participate.  
☐ Only the following elected or appointed members of the Governing Authority or Municipal Legal Officers eligible to participate (**must specify - specific positions are permissible; specific individuals may not be named**):\_\_\_\_\_.

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

C. **Monthly Early Retirement Benefit Amount**

**Check and complete one or more as applicable:**

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

**Alternative Early Retirement Reduction Table**

<b><u>Number of Years Before</u></b> <b><u>[Age (Insert Normal</u></b> <b><u>Retirement Age)]</u></b> <b>(check as applicable)</b>	<b><u>Percentage of</u></b> <b><u>Normal Retirement Benefit*</u></b> <b>(complete as applicable)</b>
---	--

<input type="checkbox"/> 0	1.000
<input type="checkbox"/> 1	0.____
<input type="checkbox"/> 2	0.____
<input type="checkbox"/> 3	0.____
<input type="checkbox"/> 4	0.____
<input type="checkbox"/> 5	0.____
<input type="checkbox"/> 6	0.____
<input type="checkbox"/> 7	0.____
<input type="checkbox"/> 8	0.____
<input type="checkbox"/> 9	0.____
<input type="checkbox"/> 10	0.____
<input type="checkbox"/> 11	0.____
<input type="checkbox"/> 12	0.____
<input type="checkbox"/> 13	0.____
<input type="checkbox"/> 14	0.____
<input type="checkbox"/> 15	0.____

\*Interpolate for whole months

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

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

**E. Monthly Disability Benefit Amount**

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

**Minimum Disability Benefit.** The Adopting Employer may set a minimum Disability Benefit. The Employer elects the following minimum Disability benefit **(check one)**:

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

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

**F. Minimum/Maximum Benefit For Elected Officials**

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

- ☐ Not applicable (elected or appointed members of the Governing Authority do not participate in the Plan).
- ☒ No minimum or maximum applies.
- ☐ Monthly benefit for Service as an elected or appointed member of the Governing Authority may not exceed 100% of the Participant's final salary as an elected or appointed member of the Governing Authority.
- ☐ Other minimum or maximum **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**:  
\_\_\_\_\_.

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

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

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

- ☐ (a) The Participant's benefit shall be suspended in accordance with Section 6.06(a)(1) of the Master Plan for as long as the Participant remains employed.
- ☒ (b) The Participant may continue to receive his retirement benefit in accordance with Section 6.06(b) of the Master Plan. This rule shall apply to **(check one)**: ☒ all Retired Participants ☐ only the following classes of Retired Participants **(must specify (specific positions are permissible; specific individuals may not be named) - benefits of those Retired Participants not listed shall be suspended in accordance with Section 6.06(a) of the Master Plan if they return to work with the Employer)**: \_\_\_\_\_.

**(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)**:

\_\_\_\_\_.

- (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)**:

\_\_\_\_\_.

## **B. Cost Of Living Adjustment**

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

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



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

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

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

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

## **17. TERMINATION OF EMPLOYMENT BEFORE RETIREMENT; VESTING**

### **A. Eligible Regular Employees**

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

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

<b><u>COMPLETED YEARS OF TOTAL CREDITED SERVICE</u></b>	<b><u>VESTED PERCENTAGE</u></b>
1	%
2	%
3	%
4	%
5	%
6	%
7	%
8	%

9	%
10	%

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

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

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

**B. Elected or Appointed Members of the Governing Authority**

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

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

## **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 5 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.**)

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

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

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

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. Terminated Vested Death Benefit**

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

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

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

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

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 **2.5%** **(insert percentage)** of Earnings for Participants in the following classes **(must specify - specific positions are permissible; specific individuals may not be named):** **All Eligible Regular Employees initially employed or reemployed on or after March 1, 2016.**

**[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 May 17, 2021.

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

Approved by the Mayor and Council of the City of Garden City, Georgia this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Attest:

CITY OF GARDEN CITY, GEORGIA

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

(SEAL)

Approved:

\_\_\_\_\_  
City Attorney

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

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

Board of Trustees  
Georgia Municipal Employees  
Benefit System

(SEAL)

\_\_\_\_\_  
Secretary

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

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

**\*\*\* Items (1) through (14) of General Addendum – Not Applicable \*\*\***

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

**(a) Effect of Refund of Contributions; Eligible Regular Employees Initially Employed Prior to March 1, 2016, Who Are Reemployed on or after March 1, 2016. This Section applies only to an Eligible Regular Employee who was initially employed prior to March 1, 2016, and becomes reemployed on or after March 1, 2016. If, upon such a Participant's Termination of employment following reemployment on or after March 1, 2016, the Participant withdraws the Participant's Employee Contributions pursuant to Section 13.03 of the Master Plan, the Participant shall forfeit for the Participant and the Participant's heirs and assigns all rights, title, and interest in the Plan with respect to Service on or after the date of the Participant's reemployment occurring on or after March 1, 2016, and such Service will not be taken into account for purposes of computing the amount of any benefit payable or for purposes of meeting the minimum service requirements for Vesting or benefit eligibility under the Plan, unless said Participant's Service following reemployment on or after March 1, 2016 is reinstated pursuant to subsection 13.03(d) of the Master Plan. In addition, the amount of any benefit payable for Credited Service prior to the date of the Participant's most recent Termination occurring prior to the Participant's reemployment on or after March 1, 2016, shall be determined in accordance with the terms of the Plan in effect as of the date of such Termination, unless said Participant's Service following reemployment on or after March 1, 2016, is reinstated pursuant to subsection 13.03(d) of the Master Plan.**

The terms of the foregoing Addendum to the Adoption Agreement are approved by the Mayor and Council of the City of Garden City, Georgia this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Attest:

CITY OF GARDEN CITY, GEORGIA

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

(SEAL)

Approved:

\_\_\_\_\_  
City Attorney

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

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

Board of Trustees  
Georgia Municipal Employees  
Benefit System

(SEAL)

\_\_\_\_\_  
Secretary

**SERVICE CREDIT PURCHASE  
ADDENDUM TO THE  
GEORGIA MUNICIPAL EMPLOYEES BENEFIT SYSTEM  
DEFINED BENEFIT RETIREMENT PLAN  
ADOPTION AGREEMENT**

**This is an Addendum to the Adoption Agreement completed by the City of Garden City. It modifies the Adoption Agreement to provide for service credit purchases for eligible Participants in the Retirement Plan for the Employees of the City of Garden City, in accordance with and subject to the following requirements:**

- (1) Service Credit Purchase; Eligibility Requirements. Subject to any conditions specified in Section 13.B. or 13.C. of the Adoption Agreement and in this Service Credit Purchase Addendum, Participants in this Plan who were actively employed on or after July 1, 2019, and who were serving as the City Manager as of July 1, 2019, had the opportunity to purchase credit under this Plan for service with the City of Garden City, Georgia prior to July 1, 2019, provided that such service is not otherwise creditable under this Plan. The purchase of prior service credit was permitted but not required under this Plan. Such purchases were allowed to the extent permitted by law, subject to any conditions, proofs, or acceptance that the Pension Committee Secretary or GMEBS deem appropriate.**
- (2) Use of Purchased Service Credit. Subject to any conditions or limitations provided in this Addendum, service credit purchased hereunder will be counted as Credited Service for purposes of (check all that apply):**
  - ☒ **computing the amount of benefits payable under the Plan;**
  - ☒ **meeting the minimum service requirements for vesting under the Plan;**
  - ☒ **meeting the minimum service requirements for benefit eligibility under the Plan.**

- (3) **Application to Purchase Service Credit.** A Participant who met the eligibility requirements specified in paragraph (1) above and who wished to purchase eligible service credit as described in paragraph (1) above were able to apply for such purchase by completing and submitting to the Pension Committee Secretary an application form provided for that purpose. Participants were responsible for providing the Pension Committee Secretary with any information or documentation that the Pension Committee Secretary deemed necessary to establish that the Participant's service was eligible for purchase under paragraph (1) above.
- (4) **Window Period for Application.** In order to purchase service credit, eligible Participants must have submit the service credit purchase application during the period of July 1, 2019 through August 31, 2019. If a Participant did not submit a completed application to purchase service credit within the designated window period, the Participant was not permitted to purchase service credit. As a precondition for approval of his or her application, the Participant was responsible for providing the Pension Committee Secretary with any additional information or documentation that the Pension Committee Secretary deemed necessary to establish that the Participant's service was eligible for purchase under paragraph (1) above. Notwithstanding any provision herein to the contrary, no Participant was permitted to apply for or purchase prior service credit after his or her termination of employment.
- (5) **Review by Pension Committee Secretary.** Within a reasonable period of time after the end of the application period, the Pension Committee Secretary reviewed the Participant's application to purchase service credit and determined whether the application should be accepted. Upon approval of an application by the Pension Committee Secretary, the Pension Committee Secretary certified on the application the number of years and months of prior service that were eligible for purchase under paragraph (1) above.
- (6) **Fee for Cost Study.** As a precondition for approval of the application to purchase service credit, and prior to the commencement of any cost study, Participants may be required by the Employer to pay all or a portion of the GMEBS actuarial cost study fee(s) associated with determining the cost to purchase the Participant's eligible service credit.

Any portion of the fee that the Participant is not required to pay were paid by the Employer.

- (7) **Actuarial Study to Determine Cost of Purchase.** In the event that a cost study was not undertaken prior to the Participant's submission of a completed application to purchase service credit, if the Participant's application to purchase is approved by the Pension Committee Secretary, a cost study was undertaken as soon as reasonably practicable after the application was approved, in order to determine the actuarial cost relating to the Participant's prior service that is eligible for purchase.
- (8) **Lump Sum Payment Required Within 120 Days.** Upon completion of the cost study, the Pension Committee Secretary notified the Participant of the lump sum amount required to purchase prior service credit, as reflected in the cost study. Within 120 days of receiving this notice or of receiving notice of the Pension Committee's approval of the Participant's application to purchase service credit, whichever is later, the Participant shall remit said lump sum amount in the form and manner required by paragraphs (9)-(11) below, the Pension Committee Secretary, and GMEBS. The Participant may remit less than the full lump amount necessary to purchase all of the prior service credit which is eligible for purchase, in which case the percentage of service credit awarded will be equal to the percentage of the full amount remitted; provided, however, that if a Participant purchases less than the full amount of service credit that is eligible for purchase, he or she must purchase such prior service credit in full-year (12 month) increments. The Pension Committee Secretary shall have the authority to extend the 120-day time period for payment of lump sum amounts required to purchase service credit if, for reasons outside the control of the Participant, payment cannot be made within the 120-day period. However, the time limit for payment will not be extended any later than 120 additional days and in no event may a Participant make such payment after his or her termination of employment.
- (9) **Method of Payment.** To the extent permitted by the Internal Revenue Code and regulations issued thereunder, the lump sum amount referred to in paragraph (8) above may be paid via one or more of the following sources: (1) a direct trustee-to-trustee transfer from a 401(a) qualified retirement plan, a governmental 457(b) deferred compensation plan or

a 403(b) tax sheltered annuity; (2) a qualified rollover from a governmental 457(b) plan, 403(b) tax-sheltered annuity plan, 401(a) qualified plan, 403(a) annuity plan, or a 408(a) or 408(b) individual retirement account or annuity (traditional IRA); or (3) a lump sum contribution of after-tax funds. Participants shall be solely responsible for effecting the payment referred to herein. Participants will not be permitted to purchase credit via payroll deduction.

- (10) **Limitation on Amount of Lump Sum Payment.** If the lump sum amount referred to in paragraph (8) is paid via any method other than as described under paragraph (9)(1) or (9)(2) above, then the Participant shall not be permitted to contribute to the Plan in any calendar year an amount which exceeds any applicable limit specified in Internal Revenue Code Section 415.
- (11) **IRC 415, Other Limitations.** Notwithstanding any other provision of the Adoption Agreement or this Addendum to the contrary, the Plan will not accept and shall return without interest any contribution or portion of a contribution made to purchase service credit if such contribution would result in a violation of the applicable limitations established under Internal Revenue Code Section 415(b), (c), or (n) or any other provision of law or the Plan, or if it is later determined that the Participant's prior service is not eligible for purchase, and any prior service credit attributable to said contribution or portion of a contribution will be forfeited.
- (12) **Return of Contributions.** Contributions made to purchase prior service credit shall be used to fund retirement and death benefits payable under the Plan relating to such credit. Contributions shall not otherwise be refundable to the Participant or any other person, except as otherwise provided in this paragraph (12) or in Section 13.06 or 18.04 of the Master Plan Document (concerning failure to exhaust or termination of the Plan, respectively). Participants (check one):
- ☐ will not be permitted to withdraw contributions made to purchase prior service credit upon termination of employment (Participants must be vested to purchase prior service credit).
  - ☐ will not be permitted to withdraw contributions made to purchase prior service credit upon termination of employment, unless they

are not vested upon termination (Participants are not required to be vested to purchase prior service credit).

- ☒ will be permitted to withdraw contributions made to purchase service credit upon termination of employment, subject to the provisions of Section 13.03(c) of the Master Plan Document concerning the effect of withdrawal. For purposes of determining the amount of any refund of contributions made to purchase service credit, said contributions shall be credited with Interest as defined in Section 2.39 of the Master Plan, subject to any limitations on the crediting of interest in Section 13.03(c) of the Master Plan Document.
- ☐ will be permitted to withdraw contributions made to purchase service credit upon termination of employment, subject to the following conditions for repayment (must describe):  
\_\_\_\_\_.

**Note:** Partial withdrawal of employee contributions is not permitted. If the Participant withdraws contributions made to purchase service credit, the Participant will forfeit any and all service credit and/or benefits attributable to such purchase for all purposes.

(13) **Repayment Upon Reemployment.** If the Participant returns to employment with the Employer after having withdrawn his contributions made to purchase prior service credit, the Participant (check one):

- ☐ not applicable (withdrawal not permitted).
- ☐ will not be permitted to re-purchase said service credit upon reemployment.
- ☐ will be permitted to re-purchase said service credit upon reemployment, based on the actuarial cost of such service credit, taking into account the additional actuarial cost of any benefit enhancements adopted prior to reemployment pursuant to paragraph (14) below, provided that the Participant makes application for such re-purchase within [insert time limit] after reemployment and provided the Participant effects payment for such re-purchase in



accordance with and subject to the provisions of this Addendum within [insert time limit] after the application is approved.

- ☒ will be permitted to re-purchase said service credit upon reemployment, subject to the following conditions for repayment (must describe other repayment method): See Section 13.03 of the Master Plan concerning repayment of withdrawn Employee Contributions.

(14) **Definition of Actuarial Cost.** The cost to purchase qualifying prior service credit shall be determined based upon the actuarial cost of said prior service credit. In applying the provisions of the Adoption Agreement and this Service Credit Purchase Addendum, the term "actuarial cost of prior service credit" means:

- ☒ the actuarial accrued liability relating to such prior service as determined by the GMEBS actuary and calculated using the actuarial assumptions and methods established for this purpose in the funding policy adopted by the GMEBS Board of Trustees.
- ☐ Other (must specify other method of determining actuarial cost for this purpose): \_\_\_\_\_.

The terms of the foregoing Service Credit Purchase Addendum to the Adoption Agreement are approved by the Mayor and Council of the City of Garden City, Georgia this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Attest:

CITY OF GARDEN CITY,

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

(SEAL)

Approved:

\_\_\_\_\_  
City Attorney

The terms of the foregoing Service Credit Purchase Addendum are approved by the Board of Trustees of the Georgia Municipal Employees Benefit System.

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

Board of Trustees  
Georgia Municipal Employees  
Benefit System

(SEAL)

\_\_\_\_\_  
Secretary

## **RESOLUTION**

WHEREAS, Ron Feldner is the appointed City Manager of Garden City, Georgia, and serves under an Employment Agreement between the City and himself dated June 1, 2015; as amended by that certain First Amendment to Employment Agreement dated as of June 19, 2017 and by that certain Second Amendment to the Employment Agreement dated May 20, 2019 (as amended, the "Employment Agreement"); and,

WHEREAS, the parties desire to execute a Third Amendment to the Employment Agreement, and have incorporated such changes related specifically to modification of Section 9. Retirement and Pension Plans provisions into the Third Amendment to the Employment Agreement which was drafted by the City Attorney and delivered to the Clerk of Council for review by City Council; and,

WHEREAS, the City Manager and the members of City Council have reviewed the above-mentioned Third Amendment to Employment Agreement, find it to be acceptable, and presently desire to confirm the Third Amendment by formal action being taken thereon;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Garden City, Georgia, that the Third Amendment to Employment Agreement between the City and Ron Feldner as drafted by the City Attorney and on file with the Clerk of Council is hereby approved, and the Mayor and the Clerk of Council are hereby authorized to enter into said Third Amendment on behalf of the City as of this date.

This the 17<sup>th</sup> day of May, 2021.

---

RHONDA FERRELL-BOWLES  
Clerk of Council

Received and approved this 17<sup>th</sup> day of May, 2021.

---

DON BETHUNE, Mayor

STATE OF GEORGIA  
COUNTY OF CHATHAM

THIRD AMENDMENT TO EMPLOYMENT AGREEMENT

THIS THIRD AMENDMENT TO EMPLOYMENT AGREEMENT (the "Third Amendment") is made and entered into as of the 17<sup>th</sup> day of May, 2021, by and between GARDEN CITY, GEORGIA, a municipal corporation chartered and existing under the laws of the State of Georgia (hereafter called the "Employer" or the "City"), and RONALD A. FELDNER (hereinafter called the "Employee").

RECITALS

WHEREAS, the City and Employee entered into an Employment Agreement dated as of June 1, 2015, which was amended by that certain First Amendment to Employment Agreement dated as of June 19, 2017, and by that certain Second Amendment to Employment Agreement dated as of May 20, 2019 (as amended, the "Employment Agreement"); and,

WHEREAS, the City and Employee now desire to amend the Employment Agreement as provided herein with respect to the qualifications for normal retirement under the City's retirement and pension plans;

NOW, THEREFORE, on the basis of the foregoing premises, the parties, intending to be legally bound, agree as follows:

1. Defined Terms. All capitalized terms used herein that are not otherwise defined herein shall have the meaning ascribed to such terms in the Employment Agreement unless the context clearly indicates to the contrary.
2. Amendment. Section 9 of the Employment Agreement is hereby amended by substituting the following therefor:

**"Section 9: Retirement and Pension Plans.** In addition to the normal retirement qualifications specified for all eligible regular employees under the City's Georgia Municipal Employee Benefit System Defined Benefit Plan administered by Georgia Municipal Employees Benefit System (the "Plan"), Employee may alternatively qualify for normal retirement with unreduced benefits under the Plan provided (a) his combined total credited years of service and age equals or exceeds the number 66, (b) he has attained at least age 55, and (c) he meets all other eligibility requirements for such alternative normal retirement benefit set forth in the Plan."

3. Effective Date and Incorporation. The operative provisions of this Third Amendment shall be effective as of May 17, 2021, and shall be deemed to be part of the Employment Agreement as if originally provided therein. Except as provided herein, all other terms of the Employment Agreement shall continue without modification and remain in full force and effect.

IN WITNESS WHEREOF, Employee has hereunto set his hand and seal, and the City has caused this Third Amendment to be executed in its name on its behalf, all as of the day and year first above written. This Third Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

**GARDEN CITY, GEORGIA**

By: \_\_\_\_\_  
Don Bethune, Mayor

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

Attest: \_\_\_\_\_  
Rhonda Ferrell-Bowles, City Clerk

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

**EMPLOYEE**

By: \_\_\_\_\_  
Ronald A. Feldner, Employee

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

## **RESOLUTION**

**A RESOLUTION AUTHORIZING GARDEN CITY, GEORGIA, TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH CHATHAM COUNTY FOR THE OPERATION OF A DRUG ENFORCEMENT UNIT; TO AUTHORIZE THE CITY MANAGER TO EXECUTE SAID AGREEMENT AND TO OTHERWISE PERFORM ALL ACTS NECESSARY TO ACCOMPLISH THE INTENT OF THIS RESOLUTION; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

**WHEREAS**, the laws of the State of Georgia authorize local governments to conduct joint operations for public safety such as drug enforcement; and,

**WHEREAS**, Chatham County and Garden City desire to enter into an intergovernmental agreement for the County's operation of a Drug Enforcement Unit in which the City shall participate by assigning its police officers for tours of duty thereunder, said officers being under the direct command and authority of the County's Drug Unit Director who, in turn, shall report to the Chatham County Manager; and,

**WHEREAS**, under the Agreement, any police officer assigned by the City to the drug unit shall be furnished by the County with office space, a vehicle, radio equipment, surveillance equipment, and other equipment necessary for drug and law enforcement; shall be obligated to follow the Drug Unit Director's Standard Operating Procedures, shall serve at the pleasure of said Director who can remove the Officer from the unit and return him/her to his/her regular job position with the City; and shall receive his/her regular compensation and benefits from the City which shall be reimbursed for same by the County; and,

**WHEREAS**, the intergovernmental agreement may be terminated by either the City or the County with thirty (30) days advanced written notice for a violation of same, and may also be terminated without any stated reason by the City and/or the County with one hundred eighty (180) days advance written notice; and,

**WHEREAS**, the Mayor and Council deems it in the best interest of Garden City, and the City will be best served, by entering into such intergovernmental agreement for the stated purpose;

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Council of Garden City, Georgia, and is hereby resolved as follows:

1. The Mayor and Council of Garden City, Georgia, hereby authorizes the City Manager to enter into the intergovernmental agreement attached hereto as Exhibit "A" for Chatham County's operation of a drug enforcement unit in which the City shall participate by assigning its police officers for tours of service thereunder.

2. This Resolution and the attached Intergovernmental Agreement shall be effective on the date of approval of this Resolution by the Mayor and Council, and the City Manager is authorized to execute the Intergovernmental Agreement and to perform all acts necessary to accomplish the intent of this resolution.

SO RESOLVED, this \_\_\_\_ day of May, 2021.

---

RHONDA FERRELL-BOWLES, Clerk of Council

RECEIVED AND APPROVED this \_\_\_\_ day of May, 2021.

---

DON BETHUNE, Mayor

COUNTY-CITY AGREEMENT FOR  
DRUG ENFORCEMENT ACTIVITIES

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2021, by and between the CHAIRMAN AND BOARD OF COMMISSIONERS OF CHATHAM COUNTY, a political subdivision of the State of Georgia, hereinafter referred to as "County" and the MAYOR AND COUNCIL OF THE CITY OF GARDEN CITY, a municipal corporation chartered under the laws of the State of Georgia, hereinafter referred to as "City."

: W I T N E S S E T H :

**WHEREAS**, the Constitution of the State of Georgia of 1983 in Article 9, Section 3, paragraph 1, provides that municipalities and counties of the State of Georgia may contract with one another for the provision of services for any period not exceeding fifty (50) years: and

**WHEREAS**, the County and the City are mutually concerned about illegal drug sales, trafficking, possession, distribution, and abuse, as well as related violent crime connected with illegal drug activity; and

**WHEREAS**, the County and the City are mutually interested in a cooperative effort to enforce the law regarding drug activity and related crime; and

**WHEREAS**, the Board of Commissioners of Chatham County reviewed this agreement and authorized the Chairman to sign this document at the \_\_\_\_\_ meeting of the Board of Commissioners; and

**WHEREAS**, the Mayor and Council of the City of Garden City reviewed this agreement and authorized the Mayor to sign this document at the \_\_\_\_\_ meeting of the Mayor and Council.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and agreements herein made, the County and the City do hereby mutually agree as follows:



1. Organizational Structure for Drug Enforcement - The County will be responsible for organizing and managing a drug enforcement unit dedicated solely to the enforcement of laws regarding mid to upper level drug sales, trafficking, distribution, possession and abuse, plus activities related to the prevention of drug-related violent crime. The staffing of law enforcement officers and agents to the Drug Unit are on a loaned, cost-reimbursement basis by local, state or federal law enforcement agencies as specified in separate agreements with each participating governmental agency. The assignment of officers from participating governments to the Drug Unit is known as a "Tour of Duty." The conditions of this organizational arrangement are the subject of this Agreement and are described in the following sections. The Drug Unit will not be a separate legal entity, but will be an instrument of the Chatham County, Georgia government.

2. Participating Governments - Only governmental units with written agreements consistent with this Agreement will be considered "participating governments." The term "participating government" shall include the County.

3. Name of Drug Enforcement Unit - Within this agreement, the organizational structure for drug enforcement described in this Agreement will be known as the "Drug Unit." The operational name of the Drug Unit will be the Chatham-Savannah Counter Narcotics Team ("CNT").

4. Goal and Mission - The goal of the Drug Unit is to create a community free of illegal drug abuse, possession, importation, distribution and sales. The Drug Unit's mission is to reduce both the supply and demand for illegal drugs.

5. Director - This position will be hired by and will report to the County Manager. The Director of the Drug Unit will be under the direct supervision and control of the County Manager.

6. Number of Civilian Personnel - The number of non-sworn civilian employees will be ten (10); consisting of two (2) assistant district attorneys, four (4) administrative personnel, one (1) paralegal, one (1) property & evidence custodian, one (1) computer network technician, and one (1) permanent, part-time analyst.

7. Number of Sworn Officers - Annually, the Drug Enforcement Advisory Board and the Director will assess the staffing needs and make recommendations to the Board of Commissioners. Currently, the minimum number of sworn law enforcement personnel will be forty-five (45), which includes the Drug Unit Director.

8. Personnel Assignments - All sworn law enforcement personnel will be provided by a "Tour of Duty" program in which all participating government agencies assign officers to the Unit for a 36 month period. At the conclusion of each tour of duty each officer will be evaluated and may be assigned for an additional 24 month period. Following the five year tour of duty, any further retention will be determined by joint agreement of the Chief of the parent agency and the Director. At the conclusion of each tour of duty, the officer may be subject to a polygraph test with approval of the parent agency and the Director.

The City shall provide a minimum of one (1) sworn police officer. Qualifications for assignment to a tour of duty include: two (2) years of professional law enforcement experience; an exemplary record of law enforcement service devoid of serious, sustained allegations of departmental infractions of regulations, standard operating procedures, and policies, an extensive training record at a regional, state or federal law enforcement academy in obtaining and executing search warrants, conducting drug raids, making street drug cases, conducting reverse sting operations, using surveillance technology equipment, and

developing and using informants and information networks; and a willingness to undergo random urinalysis and polygraph testing.

Any participating agencies joining in this multi-jurisdictional agreement hereby agree to relinquish all command and directive authority over their respective assigned personnel and confer exclusive directive supervision and authority to the direction of the Director. **Both County and participating government agree that any sworn law enforcement personnel assigned to the Unit shall be considered a borrowed servant under Georgia law.**

9. Worker's Compensation Claims and Benefits - Any employee assigned to the Drug Unit from any agency shall be required to be covered under the employing agency's worker's compensation program, even though the employee works under the supervision and direction of the Director. Any injury, disability, or death, incurred by any employee while assigned to the Drug Unit shall be deemed to have arisen out of and to have been sustained in the course of such employment. If any employee, or anyone on his/her behalf, files a claim for worker's compensation benefits against any participating government, other than the participating government assigning him/her, for any injury claimed to have been sustained while working with the Drug Unit, the participating government that assigned the employee shall indemnify, defend, and hold harmless all the other parties to this agreement with respect to such claim at no cost to such other parties.

10. Minority Participation - The Drug Unit minority goal objective is to have at least fifty percent (50%) of the sworn personnel assigned to the Drug Unit be minority. All participating agencies agree to assign sworn officers whose demographics reflect the composition of the community's population.

11. Cost Reimbursement - Personnel assigned to the Drug Unit will remain employees of the parent agency, be paid by their agency payroll, and receive continuous agency benefits. The County will reimburse the agencies for

expenses including salaries, overtime pay, social security, per capita medical insurance coverage, per capita life insurance coverage, per capita disability insurance coverage, pension contributions, and per capita estimates for workers compensation. These amounts will be itemized by the agency in a bi-weekly request for payment. Payments for salary and benefit reimbursements will be made bi-weekly from the County to the agency.

12. Primary Drug Enforcement - The Drug Unit shall be the primary drug enforcement agency for Chatham County and all municipalities contained therein.

13. Planning and Analysis - The Drug Unit will operate a cooperative ongoing planning process that establishes a goal statement, objectives, strategies, and priorities for drug enforcement activities. The planning process will be a continuous activity that allows operations to respond to changing conditions. An analytical component that includes a computerized database of identified drug locations and suspects will ensure that planning and decision-making are based on adequate information about drug trafficking suspects and locations.

14. Geographic Coverage Assurances - The County will ensure that program planning and the implementation of operations are geographically dispersed or concentrated in a manner which aims to be consistent with the measured geographical distribution of illegal drug activity. The Director will keep the Drug Enforcement Advisory Board and the County Manager appropriately informed as to any shifts in concentrations of manpower or any change in geographical areas of attention.

15. Community Participation - The County must include, as part of the planning process, a mechanism for citizen participation in program planning. This mechanism must include a drug telephone "hot line" for soliciting information on drug activity, regular neighborhood meetings in areas identified as "hot spots" or other neighborhoods whose residents express concerns about illegal drug activity,

and an effort to maintain informal communication between officers and citizens consistent with the philosophy of community-oriented policing.

16. Evaluation and Performance Measures - The evaluation of program effectiveness will be based on outcome measures that gauge the extent that progress toward the goal is being achieved, namely reducing the amount of illegal drug importation, possession, manufacturing, distribution, sales, or other trafficking. This may include a reduction in the number of concentrated locations of observable drug activity.

17. Reporting Requirements - The Director shall, through the County Manager, report as required to the Chatham County Board of Commissioners on the progress of the Drug Unit. The Director shall forward a copy of this report to the City Manager, the Mayor and Council Members of the City of Garden City and voting members of the Drug Enforcement Advisory Board. The progress report shall include a critical evaluation of the effectiveness of the Drug Unit in achieving outcome-based performance measures.

18. Advisory Board - Policy advice will be given to the Drug Unit at a quarterly meeting of a Drug Enforcement Advisory Board. The Drug Enforcement Advisory Board shall not be a legal entity and shall have no authority concerning administrative or personnel decisions. The Drug Enforcement Advisory Board recognizes that the County Manager shall have direct authority over and responsibility for the Director of the Drug Unit.

The following positions will be voting members of the Advisory Board: the Chatham County Police Department Chief of Police, the Sheriff of Chatham County, the Savannah Police Department Chief of Police, the District Attorney of the Eastern Judicial Circuit of Georgia, two (2) Command Staff officers from the Savannah Police Department, one (1) Command Staff officer from the Chatham County Police Department, and one (1) Command Staff officer from the Chatham



County Sheriff's Department. *Note: Command Staff denotes the rank of Major or above for the purposes of this MOU.*

The following positions will be voting members only if their agency has personnel assigned to the Drug Unit and will otherwise be non-voting members: Chief of Police for Bloomingdale, Chief of Police for Garden City, Chief of Police for Pooler, Chief of Police for Port Wentworth, Chief of Police for Savannah-Chatham County Board of Education, Chief of Police for Thunderbolt, Chief of Police for Tybee Island, and the Sheriff of Bryan County.

In the event a voting member cannot attend a Drug Enforcement Advisory Board Meeting, a designee from the member's agency may attend the meeting and act on behalf of the member, provided said designee is listed as an agency representative on Appendix I (see attached).

The following positions will be non-voting members: Special Agent in Charge of the Savannah Office of the U. S. Drug Enforcement Administration, Senior Resident Special Agent of the Savannah Office of the Federal Bureau of Investigation, Resident Agent in Charge of the Savannah Office of the Bureau of Alcohol, Tobacco, and Firearms, Resident Agent in Charge of the Savannah Office of Immigration and Customs Enforcement, and the Special Agent in Charge of the Savannah Office of the Georgia Bureau of Investigation.

The Chatham County Police Department Chief of Police shall act as the Chairman of the Drug Enforcement Advisory Board. The Drug Enforcement Advisory Board "voting members" shall elect, annually, a Vice-Chairman for the purpose of presiding over the quarterly meetings in the absence of the Chairman. In the event there is an Interim Chief of Police from the CCPD, then the Vice-Chairman will preside over the quarterly meetings until a new Chief of Police is selected.

19. Job Security - The Director may not terminate the employment of any individual on a tour of duty on the Drug Unit. Each officer assigned to a Tour of Duty maintains the rights of employment and possibility of termination consistent with the personnel rules and regulations of the participating government employing the officer. Only the participating government has the authority to change an officer's employment status, rank, or pay.

20. Replacement of Officers - All personnel serving on a tour of duty serve at the pleasure of the Director. The Director may end any Tour of Duty at any time in his sole discretion. The Director may request that any individual be replaced for any reason. Any such request to replace must be granted by the participating agency and a replacement made within thirty (30) days. The participating agency reserves the right to remove any officer from the Drug Unit for reassignment, promotion, or other reasons.

21. Replacement of Vacant Positions - Upon the event of a vacant position in the Drug Unit due to resignation, retirement, reassignment or promotion to another position, or any other reason, the participating agency will ensure that the position will be filled within thirty (30) days of the date of vacancy. Temporary position vacancies created by loss of personnel from the participating agencies may be filled by any of the participating agencies or a contract employee upon an agreement with the affected Chief of Police and the Director and with approval of the County Manager. When a participating agency provides the temporary replacement it shall receive reimbursement for the position as it would for any other position within the Drug Unit.

22. Chain of Command - A chain of command must be established by the Director that is clear and unambiguous. The chain of command may result in the establishment of smaller work units, such as an intelligence unit, major case unit,

buy/bust unit, immediate reaction unit, investigative support unit, or other such organization as the Director deems appropriate.

23. Standard Operating Procedures - The Director shall establish written standard operating procedures that are in compliance with Georgia State Law Enforcement Certification standards.

24. Powers of Drug Unit Officers - To ensure that each sworn officer assigned to the Drug Unit will be given the authority to enforce local and State laws without restriction, so as to quash any jurisdictional question or attacks which may hereafter arise, the City and the County, and all other participating governmental agencies, hereby agree to confer jurisdictional authority upon all Drug Unit officers to jointly enforce their respective local ordinances. Additionally, the Sheriffs of Chatham and Bryan Counties may, by the terms of this agreement, confer deputy sheriff appointments upon the sworn members of the Drug Unit, if necessary.

25. Physical Plant and Equipment - The County shall be responsible for providing office space, vehicles, gasoline, radio equipment, surveillance equipment, and all other equipment necessary for drug law enforcement. The County will be responsible for the on-going procurement of needed equipment and supplies.

26. Title to All Property and Equipment - Chatham County shall retain title to all tangible or intangible properties of the Drug Unit. All leased, borrowed, shared, or loaned equipment will revert to the source upon completion of usage by the Drug Unit. All other properties acquired, regardless of source, shall become the exclusive property of Chatham County. In the event, or upon such time that the Drug Unit is disbanded, all property and equipment not leased, loaned, shared or borrowed shall revert to Chatham County.



27. Support Services - Any necessary law enforcement service not available from the sworn or civilian staff of the Drug Unit, including but not limited to laboratory analysis, evidence protection and storage, prisoner transportation and detention, medical care for arrestees, will be provided by the County. Any such service may be provided by a participating agency on a non-binding cooperative basis as offered by the participating agency.

In an effort to reduce costs while providing for all of the essential needs of the Drug Unit and the Director, the Savannah Police Department, the Chatham County Police Department, and the Chatham County Sheriff's Department agree to make available to the Director, the Internal Affairs Investigative personnel of those agencies. Any request for such services from the Director shall be met as a joint obligation of these departments. Investigative findings of any internal investigation will be reported directly to the Director. Any unusual costs associated with such endeavor will be reimbursed by the County.

28. Budget and Financial Responsibility - The County will assume budget responsibilities for ensuring the fiscal welfare of the Drug Unit, including all accounting of expenditures and revenues.

29. Submission for State and Federal Grants - For the purposes of submitting for State or Federal grant funds, the County shall be responsible identifying and making primary grant applications for which the Drug Unit may be eligible. Whenever it is advantageous, participating agencies agree to join in the submission application for the purpose of enhancing the possibility of securing the grant funding. The City agrees to provide whatever expertise or technical grant assistance it has available at the time, for the purpose of securing the grant award. The County agrees to reimburse the City for the cost of such services, which may later be taken from the grant award.

30. Audit Requirements - Expenditures and revenues for the Drug Unit will be accounted for in the general fund. This fund must be included in an annual financial audit.

31. Asset Forfeiture - Currency confiscated by the Drug Unit shall be considered revenues to be used only as funding for the Drug Unit and shall be accounted for separately. Non-currency assets seized by the Drug Unit shall become the property and responsibility of the County. Any funds received by the liquidation of non-currency assets must also accrue to a separate fund for asset forfeitures to be used only by the Drug Unit. The maximum annual dollar amount obtained from confiscated currency and liquidated assets that accrue to the fund dedicated to the Drug Unit shall be \$450,000.00 dollars. Any funds obtained in excess of this amount shall be divided among participating agencies based on the average number of personnel to a tour of duty for that fiscal year. The County assumes responsibility for managing confiscated currency and seized assets and must comply with Federal and State asset forfeiture laws.

32. Staff Personnel Records - During the tour of duty of any assigned employee, the Director shall maintain an active personnel file on such employee. Employee information such as attendance records, job related injuries, work performance etc, shall be maintained in this file. However, the permanent employee records of such assigned employee shall not be deemed to be in the "care, custody, or control" of the Director. Upon the completion of their individual tour of duty, an assigned employee's respective personnel records, which were generated by the Director, shall be duly maintained by the County and the human resources department of the assigning participating agency.

33. Implementation Date - The provisions of this Agreement shall be implemented on \_\_\_\_\_, or any other specific date agreed upon in general correspondence between the County Manager and the City Manager.

34. Provisions for Termination of Agreement - This Agreement may be terminated by the Mayor and Council of the City of Garden City or by the Chatham County Board of Commissioners with 30 days written notice for a violation of this Agreement. This Agreement also may be terminated without stated reason by the Mayor and Council of the City of Garden City or by the Chatham County Board of Commissioners with 180 days written notice.

35. Amendments to This Agreement - This agreement may be amended by the mutual agreement of the parties hereto. Such amendment shall be in writing to be attached to and incorporated into this agreement.

36. Legal Construction - In case any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

37. Collaboration with Area Police Departments - The Drug Unit shall collaborate and coordinate with the police departments of any city within Chatham County in which it will work. This includes establishing goals, objectives, priorities and strategies to eliminate and to remove the drug supplies. The Drug Unit shall collaborate and coordinate the implementation of enforcement strategies with the police department of each jurisdiction.

**IN WITNESS WHEREOF**, the County and the City have caused this agreement to be duly enacted by their proper officers and so attest with their corporate seals affixed hereto set forth in duplicate originals.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
OF CHATHAM COUNTY, GEORGIA



Janice E. Bocock  
Clerk of Commission

Chris Eeri  
Chairman

ATTEST:

FOR THE MAYOR AND COUNCIL  
OF THE CITY OF GARDEN CITY

\_\_\_\_\_  
Clerk of Council

\_\_\_\_\_  
Mayor

**Drug Enforcement Advisory Board  
Member Agency Designees**

Bloomington Police Department –  
Bryan County Sheriff's Office –  
Chatham County Police Department –  
Chatham County Sheriff's Office –  
District Attorney of the Eastern Judicial Circuit –  
Garden City Police Department –  
Pooler Police Department –  
Port Wentworth Police Department –  
Savannah Police Department –  
Savannah-Chatham County Board of Education Police Department –  
Thunderbolt Police Department –  
Tybee Island Police Department –

This list supersedes and replaces all other Appendixes issued prior to \_\_\_\_\_  
pursuant to Member Agency Designees.

## RESOLUTION

**A RESOLUTION AUTHORIZING THE CITY OF GARDEN CITY TO ENTER INTO AN AGREEMENT WITH TIDEWATER LANDSCAPE MANAGEMENT, INC., FOR ROADSIDE MOWING AND GENERAL MAINTENANCE OF VARIOUS SEGMENTS OF CITY STREETS AND STATE ROUTES; TO AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT FOR SUCH SERVICES; AND FOR OTHER PURPOSES.**

**WHEREAS**, in March 2021, the City initiated the procurement of an independent contractor to provide the necessary labor, materials, and equipment to perform roadside mowing on various segments of city streets and state routes as well as to perform general street maintenance in the form of litter pick-up, such work no longer capable of being performed by the City's public works staff due to being understaffed and expending the majority of its manpower and time on maintaining the City's critical infrastructure;

**WHEREAS**, in an effort to ensure the selection of a contractor in an open and competitive manner, the City prepared a Request for Proposals (RFP) package that was advertised and disseminated in April 2021 to the public via the City's website and other appropriate advertisement methods including the Georgia Local Government Access website (glga.org) and the Georgia Procurement Registry; and,

**WHEREAS**, the City's solicitation of proposals followed established protocols by encouraging responses from small and/or minority business enterprises; and,

**WHEREAS**, three (3) proposals were submitted to the City by the 1:00 p.m. deadline on April 27, 2021, for review by a selection committee consisting of the City Manager, the Assistant City Manager, and the Director of the City's Public Works Department, said proposals being submitted by (1) Kerby Enterprises, Inc. (2) Tidewater Landscape Management, Inc., and (3) The GroundsMen, Inc., and,

**WHEREAS**, with the exception of the proposal of Groundsmen, LLC, which was not evaluated due to not having the requisite experience with performing work on state rights-of-way, the remaining two (2) proposals were graded by the selection committee based upon certain weighted factors set forth in the solicitation package including, but not limited to, price, the candidate's experience with local government contracts of the type contemplated by the City, the candidate's customer service track record, and its compliance with certain mandatory requirements set forth in the package; and,

**WHEREAS**, based on the selection committee's review of the two (2) qualified submittals, the committee scored and ranked the two contractors the same (both companies having previously performed satisfactory right-of-way mowing and maintenance work for the City) with the exception of price for which the two companies were ranked as follows from high to low:

Tidewater Landscape Management, Inc. -- \$16,087.50 Monthly Fee (\$128,700, annually)  
Kerby Enterprises, Inc. -- \$18,200.00 Monthly Fee (\$145,000, annually)

**WHEREAS**, the proposed contract submitted by Tidewater Landscape Management, Inc., offers to perform roadside mowing and maintenance work commencing May 18, 2021, through December 31, 2023, with two optional one (1) year renewal terms; allows the City to terminate same for convenience at any time with thirty (30) days advance written notice; offers adequate liability insurance coverage; and provides indemnification to the City for suits, debts, damages, and liabilities arising from the contractor's breach of the contract or from any injuries to person or damage to property caused by the acts or omissions of the contractor; and,

**WHEREAS**, for the above-stated reasons, the selection committee has recommended that the Mayor and Council award the roadside mowing and maintenance service contract to Tidewater Landscape Maintenance, Inc., subject to the terms and conditions set forth in the contractor's proposal as well as the City's request for proposals solicitation package, it finding that said company offers the City the best value in terms of cost, service performance record, experience, and customer service;

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF GARDEN CITY, GEORGIA**, that the City Manager, with the advice of the City Attorney, be authorized to negotiate and execute on behalf of the City with Tidewater Landscape Maintenance, Inc., a contract substantially similar to the Contract for Roadway and Right of Way Maintenance Services which is attached hereto as Exhibit "A", containing the terms and conditions set forth in the contractor's proposal as well as the City's request for proposal package, as appropriately fine-tuned by him, and that he be further authorized to execute any other documents which he and the City Attorney deem necessary to further the intent of this Resolution.

**ADOPTED** by the Mayor and Council of the City of Garden City, Georgia, this \_\_\_\_ day of May, 2021.

\_\_\_\_\_  
RHONDA FERRELL-BOWLES, Clerk of Council

Received and approved this \_\_\_\_ day of May, 2021.

\_\_\_\_\_  
DON BETHUNE, Mayor



## **GARDEN CITY**

### **CONTRACT FOR ROADWAY AND RIGHT OF WAY MAINTENANCE SERVICES**

This Contract made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the City of Garden City, Georgia, having its City Hall located at 100 Central Avenue, Garden City, Georgia 31405 and \_\_\_\_\_ ("Contractor"), located at \_\_\_\_\_, Georgia \_\_\_\_\_.

WHEREAS, the City of Garden City is charged with the responsibility for the establishment of contracts for the acquisition of goods, materials, supplies and equipment, and services by the various departments of the City of Garden City; and,

WHEREAS, the City of Garden City has caused a Request for Proposal ("RFP") to be issued soliciting proposals from qualified Contractors to furnish all items, labor services, materials and appurtenances called for by them in accordance with this proposal. Selected ("Contractor") is required to provide the services as called for in the specifications; and,

WHEREAS, the Contractor submitted a response to the RFP and the Contractor's submittal was deemed by the City of Garden City to be the lowest most responsive, responsible bid meeting the minimum specifications of the City per the scope dated \_\_\_\_\_.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

#### **1.0 Scope of Work**

The Contractor agrees with the City to furnish all equipment, tools, materials, skill, labor of every description, and all things necessary to carry out in each designated area as delineated in Specifications (Exhibit A) and complete in a good, firm, substantial and workmanlike manner, the Work in strict conformity with the specifications which shall form an essential part of this Contract. In addition to the foregoing, and notwithstanding anything to the contrary stated herein, the following terms and conditions, amendments, and other documents are incorporated by reference and made a part of the terms and conditions of this Contract as is fully set out herein:

***EXHIBIT A – SCOPE OF SERVICES***

***EXHIBIT B – FEE PROPOSAL***

***EXHIBIT C – IMMIGRATION & SECURITY FORM***

***EXHIBIT D – CONTRACTOR'S PROPOSAL***



## **2.0 Key Personnel**

The City of Garden City enters into this Contract having relied upon Contractor's providing the services of the key personnel, if any, identified as such in the body of the Contract. No key personnel may be replaced or transferred without the prior approval of the City's authorized representative. Any Contractor personnel to whom the City objects shall be removed from City work immediately. The City maintains the right to approve in its sole discretion all personnel assigned to the work under the Contract.

## **3.0 Compensation**

**3.1 Pricing.** The Contractor will be paid for the goods and services sold pursuant to the Contract in accordance with the RFP and final pricing documents as incorporated into the terms of the Contract. Unless clearly stated otherwise in the Contract, all prices are firm and fixed and are not subject to variation. Prices include, but are not limited to insurance and fuel surcharges. The prices quoted and listed on the attached Cost Proposal, a copy of which is attached hereto as Exhibit "B" and incorporated herein, shall be firm throughout the term of this Contract.

**3.2 Billings.** If applicable, and unless the RFP provides otherwise, the Contractor shall submit, on a regular basis, an invoice for goods and services supplied to the City under the Contract at the billing address specified in the Contract. The invoice shall comply with all applicable rules concerning payment of such claims. The City shall pay all approved invoices in arrears and in accordance with applicable provisions of City Code and Purchasing Manual. Unless otherwise agreed in writing by the parties, the Contractor shall not be entitled to receive any other payment or compensation from the City for any goods or services provided by or on behalf of the Contractor under the Contract. The Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under the Contract. Standard payment terms: Net-30.

**3.3 Delay of Payment Due to Contractor's Failure.** If the City in good faith determines that the Contractor has failed to perform or deliver any service or product as required by the Contract, the Contractor shall not be entitled to any compensation under the Contract until such service or product is performed or delivered. In this event, the City may withhold that portion of the Contractor's compensation which represents payment for services or products that were not performed or delivered. To the extent that the Contractor's failure to perform or deliver in a timely manner causes the City to incur costs, the City may deduct the amount of such incurred costs from any amounts payable to Contractor. The City's authority to deduct such incurred costs shall not in any way affect the City's authority to terminate the Contract.

**3.4 Set-Off Against Sums Owed by the Contractor.** In the event that the Contractor owes the City any sum under the terms of the Contract, pursuant to any judgement, or pursuant to any law, the City may set off the sum owed to the City against any sum owed by the City to the Contractor in the City's sole discretion.

#### **4.0 Duration of Contract**

4.1 The Contract between the City and the Contractor shall begin and end on the dates specified, unless terminated earlier in accordance with the applicable terms and conditions. Pursuant to O.C.G.A. Section 36-60-13, this Contract shall not be deemed to create a debt of the City for the payment of any sum beyond the fiscal year of execution or, in the event of a renewal, beyond the fiscal year of such renewal.

The initial term of this Contract shall be from June 8, 2021, through December 31, 2023, or such shorter time as may be indicated on the bid document.

#### **4.2 Contract Renewal**

The City shall have the option, in its sole discretion, to renew the Contract for two (2) one-year renewals on a year-to-year basis by giving the Contractor written notice of the renewal decision at least sixty (60) days prior to the expiration of the initial term or renewal term and requesting Contractor's written consent for renewal of the Contract. Renewal will depend upon the best interests of the City, funding, and Contractor's performance. Upon the City's election, in its sole discretion, to renew any part of this Contract, Contractor shall remain obligated to perform in strict accordance with this Contract unless otherwise agreed by the City and the Contractor.

#### **4.3 Contract Extension**

If not set forth in the RFP and/or Contractor's submittal, the City will determine the basic period of performance for the completion of any of Contractor's actions contemplated within the scope of this Contract and notify Contractor of the same via written notice. If no specific period for the completion of Contractor's required actions pursuant to this Contract is set out in writing, such time period shall be a reasonable period of time based upon the nature of the activity. If the completion of this Contract is delayed by actions of the City, then and in such event the time of completion of this Contract shall be extended for such additional time within which to complete the performance of the Contract as is required by such delay.

#### **5.0 Independent Contractor**

5.1 The Contractor shall be an independent Contractor. The Contractor is not an employee, agent or representative of the City of Garden City. The successful Contractor shall obtain and maintain, at the Contractor's expense, all permits, licenses or approvals that may be necessary for the performance of the services. The Contractor shall furnish copies of all such permits, licenses or approvals to the City within ten (10) days after issuance.

5.2 Inasmuch as the City and the Contractor are independent of one another, neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both parties hereto. The Contractor agrees not to represent itself as the City's agent for any purpose to any party or to allow

any employee of the Contractor to do so, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization. The Contractor shall assume full liability for any contracts or agreements the Contractor enters into on behalf of the City without the express knowledge and prior written consent of the City.

## **6.0 Indemnification**

6.1 The Contractor agrees to indemnify, hold harmless and defend the City, its public officials, officers, employees, and agents from and against any and all liabilities, suits, actions, legal proceedings, claims, demands, damages, costs and expenses (including attorney's fees) to the extent rising out of any act or omission of the Contractor, its agents, subcontractors or employees in the performance of this Contract except for such claims that arise from the City's sole negligence or willful misconduct.

6.2 Notwithstanding the foregoing indemnification clause, the City may join in the defense of any claims raised against it in the sole discretion of the City. Additionally, if any claim is raised against the City, said claim(s) cannot be settled or compromised without the City's written consent, which shall not be unreasonably withheld.

## **7.0 Performance**

Performance shall be evaluated monthly by the City's Project Manager and or appointed designate. Performance will be mutually reviewed during a monthly meeting between Contractor and the City Project Manager. If requirements are not met, the City will notify the Contractor in writing stating deficiencies, substitutions, delivery schedule, and/or poor workmanship.

A written response from the Contractor detailing how correction(s) will be made is required to be delivered to the City. Contractor will have no more than seven (7) days to remedy the situation.

## **8.0 Changes**

City, within the general scope of the Contract, may, by written notice to Contractor, issue additional instructions, require additional services or direct the omission of services covered by this Contract. In such event, there will be made an equitable adjustment in price, but any claim for such an adjustment must be made within thirty (30) days of the receipt of said written notice.

## **9.0 Change Order Defined**

Change Order shall mean a written order to the Contractor executed by the City issued after the execution of this Contract, authorizing and directing a change in services, with respect to matters including, but not limited to, time and price.

## **10.0 Insurance**

10.1 The Contractor shall, at its own cost and expense, obtain and maintain worker's compensation and commercial general liability insurance coverage covering the period of this Contract, such insurance to be obtained from a responsible insurance company legally licensed and authorized to transact business in the State of Georgia. The minimum limit for Worker's Compensation Insurance shall be the statutory limit for such insurance. The minimum limits for commercial general liability insurance, which must include personal liability coverage, will be \$1,000,000.00 per person and \$2,000,000.00 per occurrence for bodily injury and \$500,000.00 per occurrence for property damage.

10.2 Contractor shall provide certificates of insurance evidencing the coverage requested herein before the execution of this Contract, and at any time during the term of this Contract, upon the request of the City, Contractor shall provide proof sufficient to the satisfaction of the City that such insurance continues in force and effect.

## **11.0 Termination**

11.1 **Immediate Termination.** Pursuant to O.C.G.A. Section 36-60-13, this Contract will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the City cannot fulfill its obligations under the Contract, which determination is at the City's sole discretion and shall be conclusive. Further, the City may terminate the Contract for any one or more of the following reasons effective immediately without advance notice:

- a) In the event the Contractor is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;
- b) The City determines that the actions, or failure to act, of the Contractor, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized;
- c) The Contractor furnished any statement, representation or certification in connection with the Contract or the bidding process which is materially false, deceptive, incorrect or incomplete; or,
- d) The Contractor fails to pass more than 1 of 4 monthly performance reviews in any rolling four-month period.

11.2 **Termination for Cause.** The occurrence of any one or more of the following events shall constitute cause for the City to declare the Contractor in default of its obligations under the Contract:

- a) The Contractor fails to deliver or has delivered nonconforming goods or services or fails to perform, to the City's satisfaction, any material requirement of the Contract or is in violation



of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor;

- b) The City determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;
- c) The Contractor fails to make substantial and timely progress toward performance of the Contract;
- d) The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business, or the City reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;
- e) The Contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the Contract;
- f) The Contractor has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion; or
- g) The Contractor has infringed any patent, trademark, copyright, trade dress or any other intellectual property rights of the State, the City, or a third party.

**11.3 Notice of Default.** If there is a default event caused by the Contractor, the City shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice to the Contractor. If the breach or noncompliance is not remedied by the date of the written notice, the City may:

- a) Immediately terminate the Contract without additional written notice; and/or
- b) Procure substitute goods or services from another source and charge the difference between the Contract and the substitute contract to the defaulting Contractor; and/or,
- c) Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

**11.4 Termination for Convenience.** The City may terminate this Contract for convenience at any time upon thirty (30) day written notice to the Contractor. In the event of a termination for convenience, Contractor shall take immediate steps to terminate work as quickly and effectively as possible and shall terminate all commitments to third parties unless otherwise instructed by the City. Provided that no damages are due to the City for Contractor's failure to perform in accordance with this Contract, the City shall pay Contractor for work performed to date in accordance with Section 3 herein. The City shall have no further liability to Contractor for such termination.

**11.5 Payment Limitation in Event of Termination.** In the event of termination of the Contract for any reason by the City, the City shall pay only those amounts, if any, due and owing to the Contractor for goods and services actually rendered up to and including the date of termination of the Contract and for which the City is obligated to pay pursuant to the Contract. Payment will be made only upon submission of invoices and proper proof of the Contractor's claim. This provision in no way limits the remedies available to the City under the Contract in the event of termination. The City shall not be liable for any costs incurred by the Contractor in its performance of the

Contract, including, but not limited to, startup costs, overhead, profit, delay damages or other costs associated with the performance of the Contract.

**11.6 The Contractor's Termination Duties.** Upon receipt of notice of termination or upon request of the City, the Contractor shall:

- a) Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the City may require;
- b) Immediately cease using and return to the City, any personal property or materials, whether tangible or intangible, provided by the City to the Contractor;
- c) Comply with the City's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract;
- d) Cooperate in good faith with the City, its employees, agents and Contractors during the transition period between the notification of termination and the substitution of any replacement Contractor; and
- e) Immediately return to the City any payments made by the City for goods and services that were not delivered or rendered by the Contractor.

## **12.0 Inclusion of Documents**

Contractor's response to the City's RFP, including any best and final offer, are incorporated in this Contract by reference and form an integral part of this Contract. In the event of a conflict in language between this Contract and the foregoing documents incorporated herein, the provisions and requirements set forth in this Contract shall govern. In the event of a conflict between the language of the RFP, and the Contractor's submittal, the language in the former shall govern.

## **13.0 Compliance with All Laws and Licenses**

The Contractor must obtain all necessary licenses and comply with local, state and federal requirements. The Contractor shall comply with all laws, rules and regulations of any governmental entity pertaining to its performance under this Contract.

### **13.1 Federal Requirements.**

#### **13.1.1 Federal Compliance Regulations**

Contractor shall comply with all federal contracting requirements as they apply to:

- a) Equal Employment Opportunity – The Contractor shall not discriminate against any employee or applicant or employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed

and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

- b) Reports – The submission of reports to the City on behalf of the U.S. Department of Housing and Urban Development as may be determined necessary for the activities covered by this Contract, which may be federally funded;
- c) Access to books, documents, papers, and records of the Contractor which are directly pertinent to the specific contract for the purposes of making audit, examination, excerpts and transcriptions by federal agencies, the Comptroller General of the United States, or any of their duly authorized representatives; and
- d) Retention of all required records for three years after the City makes final payment and all other pending matters are closed.

### **13.2 Georgia Security and Immigration Compliance Act**

- a) The parties certify that Contractor has executed an affidavit verifying that Contractor has registered and participates in the federal work authorization program to verify information of all new employees, per O.C.G.A. 13-10-90, et seq., and Georgia Department of Labor Regulations Rule 300-10-1-02. The appropriate affidavit is attached hereto as “Exhibit C” and incorporated herein by reference and made a part of this contract.
- b) Contractor’s compliance with O.C.G.A. 13-10-90, et. seq., and Georgia Department of Labor Regulations Rule 300-10-1-02 is a material condition of this Contract and Contractor’s failure to comply with said provisions shall constitute a material breach of this Contract.

### **14.0 Assignment**

The Contractor shall not assign or subcontract the whole or any part of this Contract without the City of Garden City’s prior written consent.

### **15.0 Amendments in Writing**

No amendments to this Contract shall be effective unless it is in writing and signed by duly authorized representatives of the parties.

### **16.0 Additional Terms**

Neither the City nor any Department shall be bound by any terms and conditions included in any Contractor packaging, invoice, catalog, brochure, technical data sheet, or other document which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.

### **17.0 Antitrust Actions**

For good cause and as consideration for executing this Contract, Contractor acting herein by and through its duly authorized agent hereby conveys, sells, assigns, and transfers to the City of Garden City all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Georgia relating to the particular goods or services purchased or acquired by the City of Garden City pursuant hereto.

### **18.0 Governing Law**

This Contract shall be governed in all respects by the laws of the State of Georgia. The Superior Court of Fulton County, Georgia shall have exclusive jurisdiction to try disputes arising under or by virtue of this contract.

### **19.0 Entire Contract**

This Contract constitutes the entire Contract between the parties with respect to the subject matter contained herein; all prior Contracts, representations, statement, negotiations, and undertakings are suspended hereby. Neither party has relied on any representation, promise, or inducement not contained herein.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be duly executed by their duly authorized officers as of the day and year set forth next to each signature.

CITY OF GARDEN CITY:

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

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

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

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

ATTEST: \_\_\_\_\_

CONTRACTOR:

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

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

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

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

ATTEST: \_\_\_\_\_



# Annual Roadside Mowing and General Maintenance of Various Segments of City Streets and State Routes

## FEE PROPOSAL

Complete the pricing information utilizing the attached Fee Proposal Form and include it in a separate sealed envelope.

The Contractor shall provide labor, material and equipment to perform roadside mowing for Garden City. Contractor will perform string trimming and basic litter pick up each time the area is mowed, no edging required. Bulk trash or large debris will be handled by the City staff. Additional areas may be added or deleted on a change order to allow the contractor to adjust pricing accordingly.

This Invitation to Bid will be governed by the following schedule:

Service Areas*	Estimated Mileage (+/-) *
Augusta Road (State Route 21) to include all bridge slopes and Clover Leaf's adjacent to SR5-16 to the City limits at Hwy 307	7.89
Dean Forest Road from Hwy 17 to I-16 bridge	5.05
Dean Forest Road from I-16 bridge to Hwy 21	5.03
Brampton Road (State Route 21 Spur) to Hwy 25	0.76
Burnsed Boulevard to the SR 25/SR 26 Connector	0.48
Chatham Parkway from Savannah Christian main entrance to Hwy 80	2.0
Ogeechee Road (US Highway 17) from Dean Forest Road to Fall Ave	4.1
Telfair Place (east of Chatham Parkway)	0.70
Telfair Place (west of Chatham Parkway) to Telfair Road	0.97
Telfair Road to Tremont Road	0.80
US Highway 80 from SR-307 to City Limit	7.16
Old Louisville Road from Heidt Avenue to Hwy 307(Dean Forest Rd)	4.60
Main Street (SR-25) from Foundation Drive to Highway 307	4.9

**Total Estimated Mileage = 44.43**

\*Service areas may be added or deleted as needed on a case-by-case basis with prior notice given to the Contractor and with the service revision being approved by both parties.

\*The Estimated Mileage information was calculated and compiled using current GIS data provided by a third-party vendor. The City, nor its representatives, make no guarantees expressed or implied that the captured data is a complete and accurate representation of the service area and mileage within the City limits of Garden City.

## EXHIBIT A - SCOPE OF SERVICES

C.L.  
4-26-21



G A R D E N C I T Y  
GARDEN CITY, MISSISSIPPI

### FEE PROPOSAL FORM

Complete the vendor and pricing information below and include it in a separate sealed envelope.

Company Name <u>Tidewater Landscape Management, Inc.</u>	
Address <u>P.O. Box 7571, Garden City, GA, 31418</u>	
Name <u>Chris Leahy</u>	
Title <u>Business Developer</u>	
Print Name <u>Chris Leahy</u>	<u>4-27-2021</u>
Signature <u>Chris Leahy</u>	Date

We the undersigned do hereby affirm that we have read and do understand the enclosed bid requirements and specifications, and do submit this bid to perform the prescribed work for the payment of the sum of:

Total Monthly Fee \$ 16,087.50

EXHIBIT B FEE PROPOSAL

cl.  
4-26-21