CITY OF CLARKSTON
where possibilities grow
3921 CHURCH STREET ♦ CLARKSTON, GEORGIA 30021
(404) 296-6489 ♦WWW.CLARKSTONGA.GOV

Mayor Beverly H. Burks
Councilmembers:
Debra Johnson-Vice Mayor ***Awet Eyasu***
Jamie Carroll ***Susan Hood***
Yterenickia Bell ***Mark Perkins***
Tammi Saddler Jones, Interim City Manager

CITY COUNCIL MEETING AGENDA

February 6, 2024 - 7:00PM
IN-PERSON/ HYBRID

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **PRESENTATION/ ADMINISTRATIVE BUSINESS**
   A. To approve the following meeting minutes:
   - 01/09/2024 – City Council Meeting
   - 01/30/2024 – City Council Work Session

4. **REPORTS**
   A. Planning/Economic and Development Report
   B. City Manager's Report
   C. City Attorney's Report
   D. Council Remarks
   E. Mayor's Report

5. **PUBLIC COMMENTS**
   Any member of the public may address the Council during the time allotted for public comment. Each attendee will be allowed 3 minutes for comments at the discretion of the Presiding Officer. The public comment period will be limited to 40 minutes, and it is not a time for dialogue. If your public comment contains a series of questions, please submit those to the City Clerk in writing. This will facilitate follow-up by the council or staff. The City Council desires to allow an opportunity for public comment; however, the business of the city must proceed in an orderly, timely manner.

6. **OLD BUSINESS**
   A. To refer the Brockett Triangle Pocket Park recommendations back to the Transportation and Environment Committee.

7. **CONSENT AGENDA**
   A. To approve a resolution awarding the bid for Grant Solicitation Services to CHA Consulting, Inc. and authorizing the Mayor to execute the contract in the amount of $50,000 annually to be funded out of the American Rescue Plan Act (APPA).
   B. To approve a resolution authorizing a temporary month-to-month extension to the Waste Management contract.
   C. To approve a resolution authorizing a contract with Railroad Outdoor, LLC for digital billboard advertising at the City of Clarkston exit on Hwy 285 in the amount of $1,900 per month.
   D. To approve an ordinance amending Chapter 22, Article II of the City Code Regarding Stream Buffer Protection to Clarify the Purpose and Intent of Such Article.
   E. To approve appointing City Councilmembers to Standing Advisory Committees and other city committees.

8. **NEW BUSINESS**
   - **A.** To approve a resolution awarding the bid for Sanitation Services to Waste Pro of Ga, Inc. for Solid Waste Collection and Recycling Services and authorizing the Mayor to execute the contract in the amount of $347,363 per year to be funded out of the Sanitation Fund.
   - **B.** To approve increasing the FY 2024 Sanitation Assessment Fee to cover residential garbage and recycling services.
   - **C.** To approve the selection of the most responsive and responsible vendor for the City Manager Executive Search Firm and authorize the Mayor and City Attorney to negotiate a contract with the selected vendor.
   - **D.** To approve a resolution authorizing a Use of Meeting Space Agreement with the Clarkston Community Center in the amount of $20,000 for 2024.
   - **E.** To approve a resolution authorizing a take-home vehicle for the Interim City Manager for business use.
   - **F.** To approve an ordinance amending and restating the GMEBS Defined Benefit Retirement Plan Adoption Agreement for the Employees of the City of Clarkston.

9. **EXECUTIVE SESSION**
   - **A.** To discuss a real estate matter.

10. **ADJOURNMENT**

PUBLIC PARTICIPATION BY VIDEO CONFERENCE
The City of Clarkston, Georgia will conduct the City Council Meeting at 7:00 p.m. on Tuesday, February 6, 2024. The public may participate in the meeting in-person or by using the following information below:

Register in advance for this webinar:

https://us02web.zoom.us/webinar/register/WN_yDEHHrI2SZaL-dOdgFBDpg

After registering, you will receive a confirmation email containing information about joining the webinar.

MINUTES OF A REGULAR MEETING

OF THE CITY COUNCIL OF CLARKSTON, GEORGIA

HELD IN-PERSON AND BY TELECONFERENCE, ZOOM AUDIO/VIDEO

IN SAID CITY ON TUESDAY, JANUARY 9, 2024

On the 9th day of January 2024, at 7:00 p.m., the City Council of Clarkston, Georgia met in regular session in-person and by teleconference, Zoom Audio/Video in said City. Mayor Bverly Burks called the meeting to order. The following members of the City Council were present: Vice Mayor Debra Johnson and Councilmembers Awet Eyasu; Jamie Carroll; Susan Hood; Yterenickia Bell; and Mark Perkins. Absent: None. The following City staff were present: Tammi Saddler Jones (Interim City Manager); Dan Defnall (Finance Director); Christine Hudson (Police Chief); Rodney Beck (Public Works Director); Lisa Cameron (Planning & Economic Development Director); Tomika R. Mitchell (City Clerk); and Stephen Quinn (City Attorney).

NOTE: Items appearing in these minutes are in the order they were discussed, not necessarily in the order they appeared on the agenda.

1. CALL TO ORDER
   The meeting was called to order at 7:00 p.m.

2. ROLL CALL
   All Councilmembers were present.

   Councilmember Carroll made a motion to amend Item 8G and add "previous SPLOST I" to the agenda item. Councilmember Perkins duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (6-0).

3. ADMINISTRATIVE BUSINESS/ PRESENTATION
   A. To approve minutes the following meetings:
      - 12/05/2023 – City Council Meeting
      - 12/19/2023 - Special Called City Council Meeting
      - 01/02/2024 - City Council Work Session

   Councilmember Johnson made a motion to approve the following meeting minutes: 12/05/2023 – City Council Meeting; 12/19/2023 - Special Called City Council Meeting (with the noted corrections); and 01/02/2024 - City Council Work Session. Councilmember Hood duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (6-0).

4. REPORTS
   A. Planning/Economic and Development Report.
      - Planning/Economic and Development Manager, Lisa Camera gave a brief report about on the following topics:
         - City of Clarkston Awarded the Place Making Grant
         - Reviewing Code Compliance Certificates for Multi-family dwellings

- Smith Street Pocket Park Update
- City of Clarkston in a Federal Opportunity Zone information
- Update on Department positions

B. City Manager's Report

- Interim City Manager, Tammi Saddler Jones gave an update on the following:
  - City Administrative Offices closed on Monday in observance of Dr. Martin Luther King, jr. Holiday.
  - Bi-weekly Interim City Manager Report
  - Panelist for Leadership Dekalb Government Day on January 25
  - Email will be sent to Council regarding Clarkston Affordable Housing Trust, Environmental Trust Fund, Tree Fund
  - All Staff Meeting will be scheduled later this month

C. City Attorney's Report

- No report.

D. Council Remarks

- The Councilmembers briefly gave an overview of meetings and events they attended, and projects they are currently working on.

E. Mayor's Report

- Mayor Burks gave a brief overview of meetings and events she attended and other news of the city.

5. PUBLIC COMMENTS

The following citizens presented comments to the Mayor and Council: Krista Durant, Martha Brown, Maudie Wynn, Carolyn Davis, Kaushik Patel, MD Rashid, Samia Abdulle, and Chris Busing.

6. OLD BUSINESS

There were no Old Business items.

7. CONSENT AGENDA

A. To approve a resolution authorizing the reappointment of the Municipal Court Judge.

Councilmember Bell made a motion to approve the Consent Agenda. Councilmember Eyasu duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (6-0).

8. NEW BUSINESS

A. To approve selecting a Vice-Mayor.

Mayor Burks asked the City Council if there were any other nominations on the floor since the two nominations of Councilmember Bell and Councilmember Johnson at the previous City Council Work Session. There were no additional nominations from the City Council.

The Council discussed this item.

The Council voted on both nominations. Councilmembers Johnson, Hood and Eyasu voted in favor of the selection of Councilmember Johnson as Vice Mayor. Councilmembers Bell, Carroll, and Perkins voted in favor of the selection of Councilmember Bell as Vice Mayor.

Mayor Burks vetoed the tie voting in favor of Councilmember Johnson continuing in her role as the Vice Mayor.

B. To approve a resolution authorizing the reappointment of the Auditor.

Councilmember Eyasu made a motion to approve the Engagement Letter and appointment of Mauldin & Jenkins as the City Auditor for FY 2023 Audit to be performed in 2024 and direct staff to initiate a Request for Proposal for the year 2024. Vice Mayor Johnson duly seconded the motion.

The Council briefly discussed the motion with the City Attorney, Stephen Quinn clarifying that the Council makes the decision on the reappointment but does not need to vote on staff putting out an RFP.

Councilmember Eyasu amended the motion stating to approve resolution authorizing the reappointment of the Auditor. Councilmember Perkins duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (6-0).

Mayor Burks stated the staff will move forward with an RFP.

C. To approve a resolution authorizing the reappointment of the Solicitor.

Councilmember Carroll made a motion to approve a resolution authorizing the reappointment of the Solicitor, Chritopher Diwan. Councilmember Perkins duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (5-0-1). Councilmember Eyasu abstained.

D. To approve payment to Ikon Filmworks, LLC. for audio-visual services for the council work sessions, council meetings, and special called meetings for the months of November and December 2023 in the amount of $9,010.

James Hammond with Ikon Filmworks, LLC. shared a little background about the business and the services the company provides.

Councilmember Carroll made a motion to approve payment to Ikon Filmworks, LLC. for audio-visual services for the council work sessions, council meetings, and special called meetings for the months of November and December 2023 in the amount of $9,010. Councilmember Bell duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (6-0).

E. To consider approving future services with Ikon Filmworks, LLC. for audio-visual services for the council work sessions, council meetings, and special called meetings.

Interim City Manager, Tammi Saddler Jones gave a brief recap of what she explained about the current equipment and software through BIS Digital at the previous Work Session.

Councilmember Hood made a motion to approve services with Ikon Filmworks, LLC. for audio-visual services for the council work sessions, council meetings, and special called meetings from January 1, 2024, to March 31, 2024. Vice Mayor Johnson duly seconded the motion.

The Council briefly discussed this motion. Vice Mayor Johnson rescinded her second to the motion.

Councilmember Hood amended her motion to extend the time through April. Councilmember Carroll duly seconded the amended motion. Mayor Burks called for the vote. Councilmembers Eyasu, Hood, and Caroll voted “yes”. Vice Mayor Johnson and Councilmembers Bell and Perkins voted “no” (3-3). Mayor Burks vetoed the tie, voting against the motion. The motion failed.

Mayor Burks called for the vote on the original motion. Councilmembers Hood and Eyasu voted “yes”. Vice Mayor Johnson and Councilmembers Carroll, Perkins and Bell voted “no” (2-4). The motion failed.

Vice Mayor Johnson made a motion to approve future services with Ikon Filmworks, LLC. for audio-visual services for the council work sessions, council meetings, and special called meetings until July 1, 2024. Councilmember Hood duly seconded the motion.

The Council briefly discussed this motion.

Mayor Burks called for the vote and declared the motion approved (2-4). Vice Mayor Johnson and Councilmembers Eyasu, Bell and Perkins voted “no”. The motion failed.

Councilmember Carroll made a motion to approve future services with Ikon Filmworks, LLC. for audio-visual services for the council work sessions, council meetings, and special called meetings from January 1, 2024, to August 1, 2024. Mayor Burks called for the vote. Councilmember Perkins duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (5-1). Councilmember Eyasu voted “no”.

F. To approve March 15, 2024, as the date for the Mayor, Council, and Staff Retreat.

Vice Mayor Johnson made a motion to approve March 15, 2024 as the date for the Mayor, Council, and Staff Retreat. Councilmember Bell duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (6-0).

G. To approve the Proposed Projects for the 2023 and 2024 LMIG Funding and SPLOST I.

Interim City Manager, Tammi Saddler Jones gave a brief overview of the item and asked Council to name the proposed projects for the for the 2023 and 2024 LMIG Funding and SPLOST I Funding.

Councilmember Perkins made a motion to approve the proposed projects for the 2023 and 2024 Local Maintenance & Improvement Grant Funding and SPLOST I Funding to include Projects 2a and 4a for a total of $415,000 to include the Brockett Rd. for $90,000; Church St. project for $105,000; Milling and Resurfacing Smith St. for $105,000; and Milling and Resurfacing Clark St. for $115,000. The motion died due to no second to the motion.

The Council discussed this item.

Larry Kaiser with Collaborative Infrastructure Services, Inc. provided an explanation on the discussed proposed projects.

Finance Director, Dan Defnall clarified the financial status of the funds.

Councilmember Hood made a motion to use LMIG Funds and SPLOST funds for the following projects 2a, which includes Brockett Rd. for $90,000 and Church St. for $105,000; and 4a, which includes Smith Street for $105,000, Clark Street for $115,000, and Tremble Street for $34,000, for a total of $449,000 within the total of the LMIG and SLOST. Councilmember Eyasu duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (6-0).

9. EXECUTIVE SESSION

A. To discuss litigation.

Councilmember Carroll made a motion to enter Executive Session to discuss a real estate matter and a personnel matter. Vice Mayor Johnson duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (6-0).

Vice Mayor Johnson made a motion to exit the Executive Session. Councilmember Eyasu duly seconded the motion. Mayor Burks called for the vote and declared the motion approved (6-0).

10. ADJOURNMENT

Councilmember Eyasu made a motion to adjourn. Councilmember Carroll duly seconded the motion. Mayor Burks called for the vote and declared the meeting adjourned (5-0).

The meeting was adjourned at 9:15 p.m.

ATTEST:

Tomika R. Mitchell City Clerk	Beverly H. Burks Mayor

MINUTES OF A WORK SESSION
OF THE CITY COUNCIL OF CLARKSTON, GEORGIA
HELD BY TELECONFERENCE, ZOOM AUDIO/VIDEO
IN SAID CITY ON TUESDAY, JANUARY 30, 2024

On the 30th day of January 2024, at 7:00 p.m., the City Council of Clarkston, Georgia met in a Work Session in-person and by teleconference, Zoom Audio/Video in said City. Mayor Burks called the meeting to order. Mayor Beverly Burks and the following members of the City Council were present: Vice Mayor Debra Johnson; Councilmembers Awet Eyasu, Jamie Carroll, Susan Hood, Yterenickia Bell, and Mark Perkins. Absent: None. The following City staff were present: Tammi Saddler Jones (Interim City Manager); Dan Defnall (Finance Director); Christine Hudson (Police Chief); Marcus Seaton (Public Works Assistant Director); Lisa Cameron (Planning and Economic Development Director); Tomika R. Mitchell (City Clerk); and Stephen Quinn (City Attorney).

NOTE: Items appearing in these minutes are in the order they were discussed, not necessarily in the order they appeared on the agenda.

1. CALL TO ORDER

2. ROLL CALL
   All members of the City Council were present.

3. PUBLIC COMMENTS
   Mayor Burks read the Resident Comment Policy.

4. PRESENTATION/ ADMINISTRATIVE BUSINESS
   There were no items discussed.

5. OLD BUSINESS
   A. To discuss the Brockett Triangle Pocket Park recommendations from the Transportation and Environment Committee.

   Councilmember Eyasu stated the committee met twice in December and January and made several recommendations on the Brockett Triangle Pocket Park.

   The Council briefly discussed this item, recommending the committee to meet with staff for support to come up with strategies and bring that information back to the City Council in March.

   Debbie Gathmann presented comments on this item.

   This item will be referred back to the Transportation and Environment Committee.

6. NEW BUSINESS

   A. To discuss a resolution awarding the bid for Grant Solicitation Services to CHA Consulting, Inc. and authorize the Mayor to execute the contract in the amount of $50,000 annually to be funded out of the American Rescue Plan Act (APPA).

Interim City Manager, Tammi Saddler Jones stated this item is a result of a request for proposal that was issued. We received a total of 8 bids, one bid was disqualified due to it coming in late. An assessment was conducted and ranking. Staff recommends approval of the award of the External Grant Writing and Support Services RFP to CHA Consulting, Inc. They received a score of 96.5 out of a possible 100 points.

Anna Ingwersen with CHA Consulting, Inc. gave a brief overview of the company and their services.

The Council briefly discussed this item.

This item will be placed on the next City Council Meeting Consent Agenda.

   B. To discuss a resolution awarding the bid for Sanitation Services to Waste Pro of GA, Inc. and authorize the Mayor to execute the contract in the amount of $347,363 per year to be funded out of the Sanitation Fund.

Finance Director, Dan Defnall stated this is the result of the RFP for Sanitation Services and received three responses. Two were disqualified due to incompletion of the requested requirements, but all of the pricing was fairly consistent. The three bids were received from Waste Management, Arrow Waste and Waste Pro. Arrow Wast was disqualified with no response to Questions or Addendum and only 2 references. Waste Management was also disqualified with no response to questions or addendum and no quote for all options proposed.

Staff recommends Waste Pro for providing household garbage collection with 96-gallon roll-carts with City Logo hot stamped at 18.57 per household and recycling 18-gallon bins at 7.65 per household for a total cost per household of 26.22 per month. Total estimated cost for 1104 households of $28,946.88 per month or $347,363 per year.

Mr. Defnall informed the Council that the recycling is subcontracted to the company Latham.

Bob Walt, representative from Waste Pro of GA, Inc. presented information pertaining to the contract amounts and recycling contamination.

The Council briefly discussed this item and recommended adding language to the resolution and agreement to show the full scope of work and adding the recycling services provided. The Council recommended moving forward with staffs recommendation, Option #2 and adding the City logo hot stamped.

Debbie Gathmann presented comments on this item.

This item will be placed on the next City Council meeting agenda.

C. To discuss increasing the FY 2024 Sanitation Assessment Fee to cover residential garbage and recycling services.

Finance Director, Dan Defnall stated this item is to catch up on the City's fees. There was a 35% cost increase at the beginning of the year and the city had to absorb the cost due to the labor, equipment, and cost has increased. The last increase to the fees was in 2018.

The Council briefly discussed this item.

This item will be placed on the next City Council meeting agenda.

D. To discuss a resolution authorizing a temporary month-to-month extension to the Waste Management contract.

Finance Director, Dan Defnall stated the city had to terminate the contract with Waste Management in December and they have agreed to a month-to-month contract until the city can get the new cans ordered and deployed for the new contract. Waste Management agreed to provide service for January 2024 at the current rate of $15.77 per service address. However, their rate effective February 1st: will increase by $1.05 per service address to $16.82 per service address.

The Council briefly discussed this item.

This item will be placed on the next City Council Meeting Consent Agenda.

E. To discuss the responsive bids for the City Manager Executive Search Firm Request for Proposal.

Mayor Beverly Burks stated the City of Clarkston issued a Request for Proposal (RFP), soliciting bids from qualified bidders for the purpose of experienced qualified Executive Search Firms for the recruitment of a City Manager. The firms were to provide a comprehensive recruitment and hiring services scope and will be charged with conducting a national search.

The City received a total of 8 responses from the following bidders: The Onin Group, ABD Talent, Primal Staffing, Robert Half, Slavin Management Group, WBCP, Inc., GovHR USA, and Sumter Consulting. Staff reviewed all responses submitted in reference to this RFP to determine the qualifications of each responsive bidder. Each proposal received will need to be evaluated by the City Council based on the following criteria: background, schedule, sample template, references, unsuccessful recruitment or candidate dismissal/resignation, professional fees and charges, and the budget proposal received in a separate sealed envelope.

A limited number of consulting firms may be invited to participate in interviews with the City Council in a meeting open to the public. At such a time, the Council will gather additional information to assist in their selection.

The Council briefly discussed ranking the bidders with the highest ranked bidder wins. This will be conducted via email. The Mayor will submit a form to the Council to provide their rankings.

This item will be placed on the next City Council meeting agenda.

F. To discuss a resolution authorizing a contract with Railroad Outdoor, LLC for digital billboard advertising at the City of Clarkston exit on Hwy 285 in the amount of $1,900 per month.

Interim City Manager, Tammi Saddler Jones stated staff reached out to Railroad Outdoor, LLC to discuss a digital billboard advertising contract. The amount proposed by the company was originally $7,000 but city staff were able to negotiate the cost down to $1,900 per month for 12 months.

The Council briefly discussed this item.

City Attorney, Stephen Quinn provided some background on a previous legal matter (lawsuit) with this company that has been settled.

Public comments were presented by Kim Ault and Planning and Economic Development Director, Lisa Cameron.

This item will be placed on the next City Council Meeting Consent Agenda.

G. To discuss a resolution authorizing the renewal of the City Services Agreement with the Clarkston Community Center.

Councilmember Perkins stated this item was conflict of interest for him due to him being a consultant and working with a variety of non-profit organizations and has been in conversations and would like to recuse himself from all discussions pertaining to this item.

Interim City Manager, Tammi Saddler Jones stated this was a renewal of the of the City Services Agreement with the Clarkston Community Center. The city currently use this facility for meetings and events. This item is included in this FY 2024 budget, allocated for $20,000 and we pay them $5,000 quarterly. The City also allows non-profit organizations to use the facility with the approval of the City Manager's Office. The City Manager and the City Attorney are currently working on updating the contract and will be presented at the next meeting.

The Council briefly discussed this item.

Mr. Quinn provided clarification on the presented agreement and stated revisions would be made to the agreement to suit the terms of use.

Vice Mayor Johnson requested from the Interim City Manager a fee schedule of the charges for the non-profits from the Clarkston Community Center. The Council also requested the annual report for 2023 from the Clarkston Community Center.

Luay Sami, Executive Director from the Clarkston Community Center presented additional information on the rental use.

The Council also discussed the payment terms of the agreement.

Public comments were presented by Kim Ault.

This item will be deferred to the February 27th Work Session.

H. To discuss an ordinance amending Chapter 22, Article II of the City Code Regarding Stream Buffer Protection to Clarify the Purpose and Intent of Such Article.

Larry Kaiser with Collaborative Infrastructure Services stated this ordinance had to be modified due to Environmental Protection Division's (EPD) identifying a conflict in the ordinance last year. The purpose and intent section were omitted, and it needs to be added to the ordinance. There are no new updates to the ordinance to where we would need to modify the ordinance.

The Council briefly discussed this item.

This item will be placed on the next City Council Meeting Consent Agenda.

I. To discuss an ordinance to repeal existing and adopt new Article III of Chapter 5 of the City's Code Regarding Floodplain Management and Flood Damage Prevention.

Mr. Kaiser stated the information regarding this ordinance was outdated and staff received comments from Required by the Environmental Protection Division's (EPD) in 2022 to update the ordinance, which has been done. The revisions were very minor and nothing impactful. Mr. kaiser stated the revised ordinance can be reviewed by the Planning and Economic Development Director before adoption.

Lisa Cameron, Planning and Economic Development Director recommended Council to not adopt the ordinance and give her a chance to review the ordinance.

This item will be deferred to the February 27th Work Session.

J. To discuss appointing City Councilmembers to Standing Advisory Committees and other city committees.

Mayor Burks gave an overview of the process of selecting the members for each committee.

The Council briefly discussed this item making the following selections to each committee.

Public Safety and Legal Committee
Chair: Yterenickia Bell
Vice-Chair: Awet Eyasu
Members: Mark Perkins

Transportation and Environment Committee
Chair: Awet Eyasu
Vice-Chair: Jamie Carroll
Members: Susan Hood

Housing and Infrastructure Committee
Chair: Jamie Carroll
Vice-Chair: Susan Hood
Members: Mayor Beverly H. Burks

Community Development and Civic Innovation Committee
Chair: Mark Perkins
Vice-Chair: Debra Johnson
Members: Yterenickia Bell

Business and Economic Development Committee
Chair: Susan Hood
Vice-Chair: Yterenickia Bell
Members: Mayor Beverly H. Burks

Equity, Inclusion, and Opportunity Committee:
Chair: Debra Johnson
Vice-Chair: Mayor Beverly H. Burks
Members: Awet Eyasu

Early Learning Task Force
Liaison: Jamie Carroll and Awet Eyasu
Members: Mayor Beverly H. Burks

Youth Advisory Council
Liaison: Awet Eyasu and Yterenickia Bell
Members:

Senior Resident Advisory Committee
Liaison Debra Johnson and Susan Hood
Members:

Police Community Task Force
Liaison: Debra Johnson
Members:

Preventive Health Task Force
Liaison: Mark Perkins and Debra Johnson
Members:

Public Art Advisory Committee
Liaison: Yterenickia Bell and Mark Perkins
Members:

This item will be placed on the next City Council Meeting Consent Agenda.

7. ADJOURNMENT

Councilmember Eyasu made a motion to adjourn the meeting. Vice Mayor Johnson duly seconded the motion. Mayor Burks called for the vote and declared the meeting adjourned (6-0).

The meeting adjourned at 9:40 p.m.

ATTEST:

Tomika R. Mitchell	Beverly H. Burks
City Clerk	Mayor

CITY OF CLARKSTON

ITEM NO: 6A

CITY COUNCIL MEETING

BUSINESS AGENDA ITEM

HEARING TYPE:
City Council Meeting

ACTION TYPE:
Refer to Committee

MEETING DATE: February 6, 2024

SUBJECT: Refer the Brockett Triangle Pocket Park recommendations back to the Transportation and Environment Committee.

DEPARTMENT: ADMINISTRATION

PUBLIC HEARING: ☐YES ☒ NO

ATTACHMENT: ☒ YES ☐NO
Pages:

INFORMATION CONTACT: Awet Eyasu
City Council
PHONE NUMBER: 404-296-6489

PURPOSE: To refer the Brockett Triangle Pocket Park recommendations back to the Transportation and Environment Committee.

NEED/ IMPACT: The Transportation and Environment Committee met on December 20, 2023, and on January 18, 2024 to discuss and come up with recommendations for plans for the Brocket Triangle Pocket Park.

RECOMMENDATION:
N/A

Transportation and environment committee meeting 01/18/2024

Here are our recommendations on the Brockett Triangle Park:

- Passive Park

-Incorporate Functional Art

- consider and evaluate to reduce /relocate all high maintenance plants

- install new benches for both adult and kids as much as space allows it and trees for shade

- Consider reduction of the muhly grass before spring in February.

= Consider incorporating educational use of the Park / Master gardening etc on site and during City events

-Naming the park by the engaging the community / post name on entrance

-Adding plant botanical markers

-Consider having businesses sponsorship opportunities

-Consider possibility of park access from Ponce bus stop and evaluate adding a crosswalk for safety

-Inquire of pedestrian access from the dead end cul de sac to Brockett road.

-Inquire on the ADA compliance for the Park

-Identify ongoing and future maintenance contractor

CITY OF CLARKSTON

CITY COUNCIL MEETING

BUSINESS AGENDA / MINUTES

MEETING DATE: February 6, 2024

ITEM NO: 7A

ACTION TYPE:
Approval

HEARING TYPE:
City Council Meeting

SUBJECT: To approve the award of the External Grant Writing and Support Services RFP to CHA Consulting, Inc. in the amount of $50,000 annually to be funded out of the American Rescue Plan Act (ARPA).

DEPARTMENT: City Administration

PUBLIC HEARING: ☐YES ☒ NO

ATTACHMENT: ☒ YES ☐ NO
Pages:

INFORMATION CONTACT: Tammi Saddler Jones
PHONE NUMBER: 404-296-6489

PURPOSE: To approve the award of the External Grant Writing and Support Services RFP to CHA Consulting, Inc. in the amount of $50,000 annually to be funded out of the American Rescue Plan Act (ARPA).

NEED/ IMPACT:
Through the issuance of a Request for Proposal (RFP), the City of Clarkston solicited bids from qualified Proposers that can provide external grant writing & support services in the development of large scale federal, state and foundation grants and grants consultation that allows the City to leverage resources for expanded services and greater community impact.

The consultant will be responsible for researching and identifying grant opportunities in the public and private sector. The consultant should complete an analysis of City assets and identify potential grant opportunities. The following general areas of funding needs are needed but no limited to these areas: Technology, Water Improvements, Workforce Development, Building/Code Enforcement, Parks & Recreation & the Arts, Plan-Making and Implementation, Police and Fire Protection Services, Community/Economic Development, Infrastructure Development/Maintenance, Transportation, Streetscape, and Bike/Pedestrian Improvements.

We received a total of 8 grant proposals. Each proposal received was evaluated based on the information submitted and on information gathered upon investigation into the proposer's integrity, reputation, and past performance. All proposals were rated based upon the following additional criteria: availability, references, experience and qualifications, completeness and quality of proposal, and proposed scope of services, including schedule and fee proposal. Based upon the evaluation of the proposal from CHA Consulting, they received a score of 96.5 out of a possible 100 points.

RECOMMENDATIONS:
Staff recommends approval of the award of the External Grant Writing and Support Services RFP to CHA Consulting, Inc. in the amount of $50,000 annually which is the most responsive and responsible bidder to be funded out of the American Rescue Plan Act (ARPA). CHA Consulting's annual proposal amount is slightly above our allocated amount of $45,000 within the FY 2024 ARPA budget.

RESOLUTION NO. ______

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLARKSTON, GEORGIA AWARDING THE BID FOR GRANT SOLICITATION SERVICES TO CHA CONSULTING, INC. AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

* * * * *

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CLARKSTON, GEORGIA:

Section 1. That the City Council award the bid for grant solicitation services to CHA Consulting, Inc. to provide professional services over a 12-month period for identified grants and authorize the Mayor to execute the contract in the amount of $50,000 annually to be funded out of the American Rescue Plan Act (APPA). A copy of said contract is attached to this resolution as “Exhibit A” and is incorporated herein for all purposes.

PASSED, APPROVED and RESOLVED this _______ day of _____________ 2024.

____
Beverly H. Burks, Mayor

ATTEST:

____
Tomika R. Mitchell, City Clerk

EXHIBIT A

Dan Defnall, City of Clarkston Finance Director
1055 Rowland Street
Clarkston, GA 30021
ddefnall@cityofclarkston.com

Subject: Proposal: – City of Clarkston, GA | CHA Proposal#: X86657

Dear Mr. Defnall:

CHA Consulting, Inc. (CHA) is pleased to provide this proposal to assist the **City of Clarkston, GA** with the development of grants for Fiscal Year (FY) 2024. The overarching objective of this project will be to secure the maximum amount of funding to align with Clarkston's identified needs.

This proposal highlights a proposed scope of services, approach, assumptions, anticipated schedule, costs, terms and conditions to prepare successful grant applications. More specifically, our scope of work, schedule, and proposed project budget are presented in Exhibits A, B, and C respectively. All work will be completed on a lump sum basis in accordance with our attached Terms and Conditions.

Thank you for considering CHA for your environmental and engineering needs. Should you have any questions, please do not hesitate to contact the undersigned at **404-754-0567**. If the terms of this proposal are acceptable, please sign the signature line of the terms and conditions on page 9 and return this contract to the undersigned.

Sincerely,

Anna Ingwersen
Environmental Project Manager III

Attachments

Exhibit A – Scope of Work
Exhibit B – Schedule
Exhibit C – Project Budget
Terms and Conditions

Exhibit A

SCOPE OF WORK

We understand that the City of Clarkston is interested in applying for grants for FY 2024 as part of ongoing community development.

Due to the potential complexities associated with the City's needs and grant individual grant requirements, we anticipate it will take significant effort over the next few months to obtain and process the information necessary to prepare compelling grant applications. Therefore, we recommend starting the process as soon as possible and establishing a series of meetings to initiate the data gathering, research, and stakeholder engagement activities, if needed.

CHA will assist with all facets of preparing your grant applications, including:

- Working closely with the City of identify and prepare **grant applications**, with a plan to submit as soon as possible.
- Working closely with City staff to obtain and process relevant background documents and conduct the research necessary to prepare all sections of the grant applications;
- Preparing draft grant applications for the City's review at least two weeks prior to the submittal deadlines;
- Addressing City comments on the draft narratives and providing final grants for final review at least one week prior to the submittal deadlines;
- Assembling the final grant applications package for the City's submittal via grants.gov and other submittal websites;
- Other activities identified by CHA and the City that will increase the likelihood of a successful applications.

CHA will coordinate the preparation of the City's grant applications. Senior staff provide expert level reviews and help ensure that grant applications align with evolving standards. Further, we will ensure that each section of the application meets funding requirements and addresses reviewers' key points of concern, helping craft complete and compelling applications. We will link anticipated project benefits to existing community initiatives and planning processes, quantifying these results wherever possible, and relating projected outcomes to the economic, environmental impact, environmental justice, and other issues discussed throughout the application.

We will tell the unique story of your people, land, and the tremendous opportunities that the target areas and priority brownfields represent for the City and its partners. This project is an opportunity for the City and its partners to leverage CHA's expertise to secure the maximum amount of **grant funding during the FY2024** grant competition and initiate strategies to position the City for supplemental funding opportunities over the next several years.

Assumptions

Although CHA will take the lead on most of the grant application activities, the nature of the project requires a strong partnership between the City and CHA in working together to deliver a winning application. Therefore, we request the following support from City staff:

- Attend kick-off meeting and regular calls, as necessary, to assist in identifying background documents and developing content for the grant narratives.
- Provide timely responses to questions, reviews, and requested feedback throughout both grant application process.
- Submit the final application packages.

Exhibit B

SCHEDULE

We have a team of staff prepared to begin working on identifying grants and beginning grant applications immediately upon receiving a notice to proceed. The table below identifies a schedule for the preparation process for the grants. Immediately following the notice to proceed, CHA will schedule a kick-off meeting in order to streamline the City's involvement and communication plan. We will collaborate to adjust this schedule to be responsive to the City's needs and staff schedules.

Tasks	Start Date and Anticipated Completion Date
Task 1: Grant application identification kick-off	CHA and City staff will identify grant opportunities that align with the City's needs. We anticipate identifying and writing seven grants over a 12-month period, with the option of fewer grants that require more hours to complete, with the City's agreement. Clarkston would provide CHA with the required information related to priority needs in order to complete the identified grant applications. In order to identify priority grants, CHA plans to conduct a kick-off meeting in person to discuss the requirements of grant applications that address identified needs. After the kick-off meeting, CHA will provide the first draft grant application for review within 90 days, with the remaining number of agreed upon grants to be completed within the 12-month period of the contract.
Task 2. Grant application kick-off	In order to streamline the application kick-off process and reduce future requests for information, we will provide a list of questions and data requests for the City once grants have been identified. We will also schedule check-in calls with the City during the 12-month contract period.
Task 2a. Write grant applications and submit drafts.	We will start preparing the grant applications immediately following the grant application kick-off meeting. Our team will work on grants concurrently and continuously until providing a substantially complete draft to the City at least two weeks prior to submittal deadlines.
Task 2b. Revise grant applications per comments from the client.	Immediately following receipt of comments from the City, we will begin addressing them. A final version of the applications will be provided for final review one week prior to submission.
Task 2c. Submission of grant applications to the client.	We will provide the narrative application packages to the City for submittal via the Grants.gov and other submittal websites.

Exhibit C

FEE

CHA will perform the Scope of Work over a 12-month period for identified grants for a lump sum fee of $50,000, be paid in four installments of $12,500 each. Invoices will be issued on a quarterly basis. The lump sum fee covers all expenses associated with the Scope of Work.

CHA
SHORT FORM AGREEMENT

THIS AGREEMENT is made this 23 day of January, 2023 by and between CHA Consulting, Inc. (hereinafter "CHA") and The City of Clarkston (hereinafter "Client"). Client and CHA, for the consideration hereinafter set forth, hereby agree as follows:

1. Services of CHA

CHA agrees to provide the professional services described in Exhibit A (hereinafter the "Services") attached and incorporated by reference.

2. Schedule of Services

CHA shall use its best efforts to complete the Services in a timely fashion to meet Client's requirements. If the parties have agreed to a specific project schedule and specific milestone dates, such information will be set forth in Exhibit B attached hereto.

3. Responsibilities of Client

Client shall furnish or make available to CHA any and all of its records, maps, or other data which are pertinent to CHA's work. Client shall authorize and assist CHA in obtaining any such pertinent information from other public and private sources. CHA shall be entitled to use and rely upon, without reverification, the accuracy, reliability and completeness of said records, maps and all other data provided by Client or its employees, agents, officers, or consultants in conjunction with CHA's performance of the Services.

4. Compensation

As compensation for the performance of the Services, Client shall pay CHA its fees and expenses in accordance with Exhibit C. Payments are due at the address appearing on the invoice within 30 days following the invoice date. Invoices not paid within 30 days will accrue interest from the 31st day at the rate of 1% per month (12% per annum).

In the event that Client disputes any portion of an invoice submitted by CHA, Client shall notify CHA within fourteen (14) days of the invoice date, identify the cause of the disagreement, and timely pay any amounts not in dispute. The parties agree to use their best efforts to resolve the dispute within thirty (30) days of Client's notice to CHA. Client's failure to dispute an invoice within fourteen (14) days of the invoice date shall be deemed a waiver of all claims pertaining to that invoice.

5. Termination

This Agreement may be terminated by either party upon not less than seven (7) days written notice. CHA shall be compensated for all Services performed until the receipt of notice plus any fees and/or costs reasonably necessary to properly terminate the project.

6. Use of Documents

All documents produced by CHA pursuant to this Agreement are instruments of service and shall remain CHA's property. Submission or distribution of any said instruments of service to meet statutory or regulatory requirements or for other purposes in connection with the Project shall not constitute publication or otherwise affect CHA's reserved rights with respect to said documents. Provided that the Client meets its obligations under this Agreement including, but not limited to, payment, CHA shall grant to the Client a nonexclusive license to use said instruments of service, and shall provide the Client with reproducible copies of Schematic Design, Design Development and final Bidding Drawings, and copies of reports, cost estimates, specifications, and other final documents that Client may request. Documents or computerized materials provided to Client are for Client's use only, for the purposes disclosed to CHA, and Client shall not transfer them to others or use them or permit them to be used for an extension of

Services or any other project or purpose for which they were not prepared, without CHA's express written consent. If this Agreement shall be terminated prior to completion of CHA's Services, the Client shall pay a licensing fee to CHA for the Client's continued use of CHA's drawings, plans or other documents for purposes of the Project. Client and CHA agree to indemnify and defend one another for any unauthorized use of any document or computerized materials.

7. Relationship of Parties

CHA is and shall at all times during the term of this Agreement be an independent contractor of Client. This Agreement and the relationship of the parties shall not be deemed to create or be one of employment, agency, partnership, joint venture or any other association.

8. Assignment

This Agreement is binding on the heirs, successors, and assigns of the parties hereto. This Agreement may not be assigned by Client or CHA without the prior written consent of the other. Any assignment without written consent of the other party shall be null and void.

9. Standard of Care

The standard of care for all professional engineering and related Services performed or furnished by CHA under this Agreement will be the care and skill ordinarily used by the members of CHA's profession practicing under similar conditions at the same time and in the same locality. CHA makes no warranties, express or implied, under this Agreement or otherwise, in connection with CHA's Services.

10. Insurance

CHA shall procure and maintain worker's compensation and employer's liability insurance in accordance with requirements of the state in which the Services are being performed, comprehensive liability insurance (including contractual and contractor's protective liability coverage) with combined single limits of $1,000,000 per occurrence for bodily injury and property damage; automobile liability coverage including owned and hired vehicles with a combined single limit of $1,000,000 per occurrence for bodily injury and property damage and professional liability insurance in the amount of $2,000,000 per claim.

11. Indemnification

CHA shall indemnify and hold harmless Client, its officers, directors, shareholders, partners, agents and employees from and against those damages and costs (including reasonable attorney's fees) that Client is legally obligated to pay as a result of a third party claim concerning the death or bodily injury to any person or the destruction or damage to any property, but only to the extent caused by the negligent act, error or omission of CHA subject to any limitations of liability contained in this Agreement. In no event shall the indemnification obligation extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by any applicable statute of repose or statute of limitations.

Client shall indemnify and hold harmless CHA, its officers, directors, shareholders, partners, agents and employees from and against those damages and costs (including reasonable attorney's fees) that CHA is legally obligated to pay as a result of a third party claim concerning the death or bodily injury to any person or the destruction or damage to any property, but only to the extent caused by the negligent act, error or omission of Client subject to any limitations of liability contained in this Agreement.

12. Limitation on Liability

The total liability of CHA and its officers, directors, shareholders, partners, employees and agents to Client and any one claiming by, through or under Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of, or in any way related to, the Services of this Agreement from any cause or causes whatsoever including, but not limited to, negligence, errors, omissions, strict liability or breach of contract shall not exceed the total compensation received by CHA under this Agreement or the total amount of $1,000,000, whichever is greater.

13. No Personal Liability

Notwithstanding any other provision of this Agreement to the contrary, CHA's officers, directors, shareholders, partners, employees, or agents shall not be personally liable, regardless of the cause of action asserted including breach of contract, warranty, guarantee, products liability, negligence, tort, strict liability, or any other cause pertaining to CHA's performance or non-performance of the Agreement. Client will look solely to CHA for its remedy for any claim arising out of or related to this Agreement

14. Waiver of Consequential Damages

In no event shall CHA be liable to Client or the Client to CHA for consequential, special or indirect damages, including but not limited to, loss of profits or revenue, loss of use of equipment, loss of production, additional expenses incurred in the use of the equipment and facilities and claims of customers of the Client. This disclaimer shall apply to consequential damages based upon any cause of action whatsoever asserted including, but not limited to, ones arising out of any breach of contract, warranty, guarantee, products liability, negligence, tort, strict liability, or any other cause arising out of the performance or non-performance of the contract by Client/CHA.

15. Mediation

The parties, as a condition precedent to commencing litigation (other than for the non- payment of CHA's fees), shall endeavor to resolve their claims by mediation which, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to the contract and with the American Arbitration Association.

16. Other Agreements

(a) The services to be performed by CHA are intended solely for the benefit of Client and no benefit is conferred on, nor any contractual relationship established with any person or entity not a party to this Agreement; (b) Any provision or part thereof of this Agreement held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the parties; (c) This Agreement represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters; (d) This Agreement shall not be amended, modified, supplemented or rescinded in any manner except by written agreement executed by the parties; (e) This Agreement shall be governed by and construed in accordance with the laws of the state where the project is located; (f) CHA shall not be liable for any failure to perform or delay in the performance of the Services due to circumstances beyond its reasonable control; (g) No waiver by CHA or Client of any power, right or remedy hereunder or under applicable law with respect to any event or occurrence shall prevent the subsequent exercise of such power, right or remedy with respect to any other or subsequent occurrence.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date set forth above.

	CHA		**CLIENT**
By:	Sandra Warner	By:	
Name:	Sandra Warner	Name:	Beverly H. Burks
Title:	Southeast Team Environmental Team Leader	Title:	Mayor
Date	23 January 2024	Date:	

Rev. 03/2017

Approved as to form:

_*Stephen G. Quinn*____
Stephen G. Quinn
City Attorney

CITY OF CLARKSTON

CITY COUNCIL MEETING

BUSINESS AGENDA ITEM

MEETING DATE: February 6, 2024

ITEM NO: 7B

HEARING TYPE:
City Council Meeting

ACTION TYPE:
Approval

SUBJECT: To approve a temporary extension to the Waste Management contract to Month-to-Month contract.

DEPARTMENT: PUBLIC WORKS

PUBLIC HEARING: ☐YES ☒ NO

ATTACHMENT: ☒ YES ☐NO
Pages:

INFORMATION CONTACT: Rodney Beck
Public Works Director
PHONE NUMBER: 404-886-0068

PURPOSE: Request to temporarily extend Waste Management Sanitation Contract to a month-to-month basis until a new contract with Waste Pro can be finalized

NEED/ IMPACT: Our contract with Waste Management for solid waste garbage collection expired in December 2023. Waste Management has agreed to continue servicing the City of Clarkston on a month-to-month basis until the City can complete a new contract with Waste Pro and allow time for procurement of new waste bins. Waste Management has continued to provide service to the residents since January1st until the new contract with Waste Pro can be finalized and implemented. Waste Management agreed to provide service for January 2024 at the current rate of $15.77 per service address. However, their rate effective February 1st: will increase by $1.05 per service address to $16.82 per service address.

RECOMMENDATION:
Staff recommends approval to extend the Waste Management Sanitation contract on a month-to-month basis as we finalize a new contract with Waste Pro and allow time to procure new waste bins.

CITY OF CLARKSTON
where possibilities grow

"SANITATION SERVICES"

BIDS DUE: October 24, 2023

BID OPENING: October 24, 4:00 PM

Rd

BIDDER NAME	EXECUTIVE SUMMARY & COMPANY BACKGROUND	BID BOND	CLIENT REFERENCES	EQUIPMENT & APPROACH	Addendum acknowledgment 1 addendum and Response to Questions dated 10/19	ALTERNATE PROPOSALS	Non-Collusion Affidavit	E-verify	EXECUTION OF PROPOSAL	Bid Amount (see summary below)
Arrow Waste	Y	Y	2 references only	Y	No Response to Questions or Addendum **DISQUALIFIED**	N	Y	Y	Y	See Below
Waste Management	Y	Y	Y	Y	**DISQUALIFIED** **(did not provide a quote for each option)**	N	Y	Y	Y	See Below
Waste Pro	Y	Y	Y	Y	Y	N	Y	Y	Y	See Below

<u>**NOTE**</u>: **Low Bidder will not be determined at public bid opening. Staff will assess bid submittals and submitted documentation and inform bidders of final results.**

SANITATION SERVICES **Option #1** (Weekly garbage, bi-weekly recycling)				
		BIDDER NAME		
		ARROW WASTE	WASTE MANAGEMENT	WASTE PRO
(a) Rate Per Month Per Home Curbside Garbage Collection		17.98	15.77	17.99
(b) Rate per month, per home, for curbside recycling collection	(b.1) – 64 gal	No Bid	4.76 •	7.88
	(b.2) – 96 gal	1.92	4.76 •	7.88
	ALTERNATE	NA	NA	NA
(c) Rate Per Month Per Home for Curbside Yard Waste Collection				
(d) Rate Per Month Per Home for Curbside Bulk Collection				
Lump Sum Monthly Rate (a) + (b.1)		No Bid	20.53	25.87
Lump Sum Monthly Rate (a) + (b.2)		19.90	20.53	25.87
Lump Sum Total Combined Monthly Rate (a) + (b.1) + (c) + (d)				
Lump Sum Total Combined Monthly Rate (a) + (b.2) + (c) + (d)				

SANITATION SERVICES **Option #2** (Weekly services for Garbage and Recycling, Bi-weekly service for Yard)				
		BIDDER NAME		
		ARROW WASTE	WASTE MANAGEMENT	WASTE PRO
(a) Rate Per Month Per Home Curbside Garbage Collection		17.98	15.77	17.99
(b) Rate per month, per home, for curbside recycling collection	(b.1) – 64 gal	No Bid	4.76 •	12.54
	(b.2) – 96 gal	3.42	4.76 •	12.54
	ALTERNATE	NA		7.65
(c) Rate Per Month Per Home for Curbside Yard Waste Collection		1.77	No Bid	5.71
(d) Rate Per Month Per Home for Curbside Bulk Collection		4.03	No Bid	2.65
Lump Sum Monthly Rate (a) + (b.1)		No Bid	20.53	30.53
Lump Sum Monthly Rate (a) + (b.2)		21.4	20.53	30.53
Lump Sum Total Combined Monthly Rate (a) + (b.1) + (c) + (d)		No Bid	No Bid	38.89
Lump Sum Total Combined Monthly Rate (a) + (b.2) + (c) + (d)		27.20	No Bid	38.89

SANITATION SERVICES **Option #3** (Weekly Service for Garbage, Bi-Weekly Service for Recycling and Yard Waste and Monthly Service for Bulk Collection)				
		BIDDER NAME		
		ARROW WASTE	WASTE MANAGEMENT	WASTE PRO
(a) Rate Per Month Per Home Curbside Garbage Collection		17.98	15.77	17.99
(b) Rate per month, per home, for curbside recycling collection	(b.1) – 64 gal	No Bid	4.76 •	7.88
	(b.2) – 96 gal	1.92	4.76 •	7.88
	ALTERNATE	NA	NA	NA
(c) Rate Per Month Per Home for Curbside Yard Waste Collection		1.77	No Bid	5.71
(d) Rate Per Month Per Home for Curbside Bulk Collection		4.03	No Bid	2.65
Lump Sum Monthly Rate (a) + (b.1)		No Bid	20.53	
Lump Sum Monthly Rate (a) + (b.2)		19.90	20.53	
Lump Sum Total Combined Monthly Rate (a) + (b.1) + (c) + (d)		No Bid	No Bid	34.23
Lump Sum Total Combined Monthly Rate (a) + (b.2) + (c) + (d)		25.70	No Bid	34.23

- Excludes recycling process costs at Gwinnett Facility

DISQUALIFIED – Vendor did not respond to the bid requirements

RESOLUTION NO. ______

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLARKSTON, GEORGIA AUTHORIZING A CONTRACT EXTENSION WITH WASTE MANAGEMENT FOR RESIDENTIAL SOLID WASTE COLLECTION.

*   *   *   *   *

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CLARKSTON, GEORGIA:

Section 1. That the City Council executes a contract extension with Waste Management to provide month-to-month residential solid waste collection services. A copy of said contract is attached to this resolution as “Exhibit A” and are incorporated herein for all purposes.

PASSED, APPROVED and RESOLVED this ______ day of _________________ 2024.

____
Beverly H. Burks, Mayor

ATTEST:

____
Tomika R. Mitchell, City Clerk

EXHIBIT A

WASTE MANAGEMENT

December 19, 2023

Mr. Dan Defnall
Finance Director
City of Clarkston
1055 Rowland Street
Clarkston, Georgia 30021

Dear Dan,

Thank you for allowing Georgia Waste Systems, LLC dba WM to service the City of Clarkston residential solid waste for the last ten years. It has been bought to my attention that Georgia Waste Systems, LLC dba WM was not awarded the service agreement for RFP – Residential Curbside Solid Waste and Recyclable Collection Services for 2024.

To assist with your transition to another hauler Georgia Waste Systems dba WM will honor a month-to-month service agreement. Effective with the service provided January 1, 2024, through January 31, 2024, our invoice price per cart per home will remain the same for the first month. Beginning, February 1st the per cart rate will increase $1.05 to $16.82 per cart per home. We would like 30 days' notice prior to the end of the month-to-month agreement to schedule time to remove our carts.

With this revision, the current rates will increase as follows on February 1st:
Residential - $15.77 to $16.82 per cart per home

Of course, you can expect the same quality service you have come to expect from us.

Please let me know if you have any questions or need more information. We do appreciate our business with The City of Clarkston.

Thank you.

Sincerely,

Alan Owens

Alan Owens
Public Sector Representative

WASTE MANAGEMENT

June 1, 2022

Ms. Shawanna Qawiy
Interim City Manager
City of Clarkston
1055 Rowland Street
Clarkston, Georgia 30021

Dear Shawanna:

Thanks for meeting with me and your team on May 23, 2022, to discuss renewing your WM service agreement for Residential Municipal Solid Waste (MSW) service.

Based on our conversation, you asked if WM could provide some non-RFP numbers to continue our partnership for one-time per week residential curbside trash service along with potential options for recycling and yard waste service. There are some locations we will have to discuss potential service changes based on the new equipment but below is our proposal.

2023 Proposed Rates

- Residential 1x per week MSW rate – **$15.77 per cart**
- Residential EOW Recycling rate – not competitive w/ current hauler
- Residential EOW Yard Waste rate – no longer offering service w/ new equipment
- Residential Cart Replacement Request - **$35 per cart**

Of course, you can expect the same quality service you have come to expect from us. We look forward to continued business together in the future.

Please let me know if you have any questions or need more information. We do appreciate our business with the City of Clarkston and look forward to a continued partnership.

Thank you.

Sincerely,

Alan Owens

Alan Owens
Public Sector Manager

CITY OF CLARKSTON
where possibilities grow

CITY OF CLARKSTON

ITEM NO: 7C

CITY COUNCIL MEETING

MEETING TYPE:
City Council Meeting

AGENDA ITEM SUMMARY SHEET

ACTION TYPE:
Approval

MEETING DATE: February 6, 2024

SUBJECT: To approve a contract with Railroad Outdoor, LLC in the amount of $22,800 ($1,900 per month) for the digital billboard advertising project.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐YES ☒ NO

ATTACHMENT: ☒ YES ☐NO
PAGES: 2

PRESENTER CONTACT INFO: Tammi Saddler Jones, Interim City Manager
PHONE NUMBER: 404-296-6489

PURPOSE: To approve the digital billboard advertising contract in the amount of $1900 per month ($22,800 total) to commence March 1, 2024. The amount proposed by the company was originally $7,000 but city staff were able to negotiate the cost down to $1900 per month for 12 months.

NEED/ IMPACT: This project was included in the fiscal year 2024 budget for marketing/advertising the City of Clarkston and its programs.

RECOMMENDATION: Staff recommends approval of the Digital Billboard Advertising Contract with Railroad Outdoor, LLC in the amount of $22,850 ($1900 per month).

RESOLUTION NO. ______

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLARKSTON, GEORGIA AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH RAILROAD OUTDOOR, LLC FOR DIGITAL BILLBOARD ADVERTISING.

*   *   *   *   *

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CLARKSTON, GEORGIA:

Section 1. That the Mayor executes a contract with Railroad Outdoor, LLC for digital billboard advertising at the City of Clarkston exit on Hwy 285 in the amount of $1,900 per month (per four week period) for a period of 12 months, effective March 1, 2024. A copy of said contract is attached to this resolution as "Exhibit A" and is incorporated herein for all purposes.

PASSED, APPROVED and RESOLVED this _______ day of _____________ 2024.

____
Beverly H. Burks, Mayor

ATTEST:

____
Tomika R. Mitchell, City Clerk

EXHIBIT A

Digital Billboard Advertising Contract
(Sign page 3 and initial pages 1 & 2)

New ☒ **Renewal** ☐ **Display #** **389**

Business to be advertised: City Of Clarkston

The undersigned Advertiser / Agent (hereinafter referred to as "Advertiser") authorizes Railroad Outdoor, LLC (hereinafter referred to as "Railroad") to provide and maintain advertising displays described below subject to the following terms and conditions:

Location Description: **3550 Church Street Clarkston GA** **Read: RHR**

Length of Flight: **12 periods** Rate (per 4 week Period): **$1900**

Commencement Date: **March 1 2024** Design Fee: **$0**

Sign Face Size: **14'x48'** **Due at Contract Signing *:** **$1900**

***Payment must be received within 5 days of acceptance or contract may be cancelled by Railroad**

Special Stipulations:	**Contract is for half a segment or "flip" a period, which is 1/16 of the advertising time available on the LED sign face. First graphic design is free. After first design each graphic design fee will be $60**

Artwork: Advertiser shall be entitled to change its ad artwork/design twice per Period. Railroad may provide graphic design services to assist in the design of Advertiser's artwork. Advertiser shall provide initial ad artwork or **final approval** of initial ad design no later than 3 business days after the date on which the Agreement has been signed by both parties (the "Acceptance Date"). Advertiser shall be responsible for the full Length of Flight even if the ad cannot be displayed the entire Flight due to late receipt or approval of ad artwork.

Actual Ad Posting Date: The ad will be posted within 1 business day of Railroad's 1) receipt of final approval of ad design or 2) receipt from Advertiser of camera ready ad artwork. In some cases, the advertisement will not be posted exactly on the Commencement Date. In the event the advertisement is posted after the Commencement Date and Advertiser has approved the ad design within 3 business days of the Acceptance Date, the Advertiser will receive a pro-rated rent credit and the initial term shall be reduced accordingly.

Ad Rotation Policy: At our discretion, we may have eight ads in our advertising rotation, or as few as one. Unsold space may be used by us for self-promotion, community service ads, or another purpose of our choosing. Digital displays allow for many flexible uses of the ad space. By signing below you acknowledge that our agreement is for a certain percentage of the total advertising time on the display during the contract period. We have a corporate policy of making our digital signs available to law enforcement and other governmental agencies in emergency situations, such as for Amber Alerts and evacuation information. You agree by signing below that your ad may be temporarily preempted by emergency messages. "One segment" of advertising is generally 1/8 of the advertising time available on the LED sign face. Eight ads or spots may not always be in rotation. This agreement is for a percentage of the total advertising time.

Advertiser's Initials: ________

Payments- Advertiser agrees to pay to Railroad each Period, in advance, the payment specified beginning on the commencement date and pursuant to the commencement of billing terms set forth below, whichever occurs first, and continuing each Period until the end of the term of this contract. The First period's rent is due at contract signing along with production fee.
Commencement of Billing- Advertiser shall provide to Railroad its initial artwork design elements (scaled, camera-ready, high resolution scans, fonts, and designated colors) no more than 3 business days following the Acceptance Date; otherwise, Railroad reserves the right to commence billing on the Commencement Date. In no event shall this Agreement commence later than the last day of the following month after acceptance of this contract by Railroad.
Advertising Agency- If this contract is signed by an advertising agency, or if Advertiser appoints an advertising agency to represent advertiser in its dealings with Railroad, the term "Advertiser" shall include both advertiser and agency where applicable, and all obligations of the advertiser shall be joint to both the advertiser and agency. If advertiser appoints agency after this contract has been accepted by Railroad, Advertisers shall notify Railroad, in writing, of said appointment; however, such subsequently appointed agency will not be entitled to an agency commission under the terms of this contract. Vinyl Production Fee, Installation Fee and Graphic Design Fee are billed net and not subject to agency commission or discount.
Breach- Advertiser agrees that failure to make payment of any monthly payment due according to the terms and conditions of this Agreement for more than three (3) business days following written notice from Railroad shall constitute a material breach of this Agreement. Upon breach, Railroad shall have the option to terminate this contract and immediately remove any advertising displays provided hereunder and re-sell that space, at Railroad's sole discretion. It is further agreed that any delay by Railroad to act upon said breach of this Agreement by the Advertiser shall in no event be considered as a waiver of such right by Railroad. Advertiser agrees to pay all reasonable collection expenses, attorney fees and court costs incurred by Railroad for the collection of any amount due and payable to Railroad, whether a result of breach or otherwise. **Invoices not paid when due shall bear interest at 1.5% of the outstanding balance plus a $35 late fee each month the account is past due**. Advertiser agrees that in the event of such breach that Railroad will proceed against both Advertiser and agency for any cause of action that exists, as joint and several obligors.
Copy Approval- Railroad reserves the right at any time to refuse, withdraw or remove any advertising, which in Railroad's reasonable opinion, is considered objectionable or that attracts negative publicity or controversy from the community. Advertiser acknowledges that all advertising copy, designs, and artwork developed exclusively by Railroad are the exclusive property of Railroad for all purposes and may be copyrighted by Railroad and will not be copied, reproduced, or released to other parties without prior written approval by Railroad.
Non-Liability of Railroad- Railroad shall not be held liable for any failure or delay in the performance of its undertakings by acts of God, requirements imposed by GDOT or local governments affecting Railroad's ability to operate the sign, strikes, work stoppages or picketing, or in the event of damage or destruction of any of the spaces. Credit shall be allowed to Advertiser pro-rated for the period that such space or service shall not be furnished or shall be discontinued or suspended. Railroad may discharge this credit, at its option, by furnishing advertising service on substitute spaces, to be reasonably approved by Advertiser, or by extending the term of the advertising service on the same space for a period beyond the expiration date. The substituted or extended service shall be of a value equal to the amount of such credit. Advertiser hereby consents to the jurisdiction and venue of any court in DeKalb County, Georgia, and irrevocably agrees that all actions or proceedings arising out of or relating to this Contract shall be litigated in such courts. Advertiser expressly submits to and consent to the jurisdiction of such courts, and waives any defense of forum non convenience.
Assignment- If Advertiser's business is sold or transferred during the term of this Agreement, this contract may be assigned by Railroad at any time without Advertiser's consent.
Additional Terms: This Agreement is non-cancelable by Advertiser and subject to the terms and conditions contained in all three pages this Agreement. Advertiser acknowledges receipt and review all three pages hereof. It is understood that neither party is bound by any stipulations, agreements, or representations not specifically written into this Agreement. This Agreement must be signed by both Advertiser and Railroad to become effective.
Emergency Pre-emption Credit & Interruptions: Railroad will strive to provide advertisers with 100% of the time they contract. However due to problems with power interruptions, emergency governmental warnings (e.g. Amber Alerts), or other unforeseen interruptions, Railroad is guaranteeing copy will be displayed an average of 92.5% of the time contracted. For purposes of determining whether a credit is due, if Railroad has provided 92.5% or greater of 1/16 of the advertising time available on the LED sign face during the term of the Agreement, then no credit will be due. "One segment" of advertising is 1/8 of the advertising time available on the LED sign face.

Advertiser's Initials: ________

The person signing this contract, on behalf of the respective party, represents and warrants that he/she has full authority to do so.

Accepted by Advertiser or Agent

City of Clarkston	**Georgia**
Legal name of business	Where incorporated
Beverly H. Burks	Mayor
Printed Name of Authorized Representative	Title

Authorized Signature Date

Attest

Tomika Mitchell	City Clerk

Authorized Signature Date

Approved as to form:

Stephen G. Quinn
Stephen G. Quinn
City Attorney

How would you like to receive your invoices? ☐ **Mail** ☐ **E-mail**

Email Address: ______________________

Phone Number: ______________________

Billing Address: ______________________

____

____

Physical Address: ______________________________
(if different)

____

____

Accepted by Railroad Outdoor, LLC

____
W. Kelly Shaw, Managing Member

Acceptance Date of this Agreement ______________________________

Railroad Outdoor, LLC
P.O. Box 250633
Atlanta, GA 30325
Phone: 678-754-8630

CITY OF CLARKSTON

where possibilities grow

ITEM NO: 7D

CITY OF CLARKSTON

CITY COUNCIL MEETING

MEETING TYPE:
City Council Meeting

AGENDA ITEM SUMMARY SHEET

ACTION TYPE:
Approval

MEETING DATE: February 6, 2024

SUBJECT: To approve an ordinance amending Chapter 22, Article II of the City Code Regarding Stream Buffer Protection to Clarify the Purpose and Intent of Such Article.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐YES ☒ NO

ATTACHMENT: ☒ YES ☐NO
PAGES: 2

PRESENTER CONTACT INFO: Larry Kaiser, P.E.; City Engineer
PHONE NUMBER: 404-909-5619

PURPOSE: To approve the adoption of the "Purpose & Intent" section of the Stream Buffer Ordinance. This section was omitted from a previous adopted version of the Stream Buffer Ordinance.

NEED/ IMPACT: Required by the Environmental Protection Division's (EPD) Municipal Separate Storm Sewer System (MS4) program.

RECOMMENDATION: Staff recommends adoption. EPD's 2022 audit of the City's MS4 program identified a deficiency in the existing Stream Buffer Ordinance. The "Purpose and Intent" section of the ordinance was missing.

ORDINANCE NO. ______

AN ORDINANCE BY THE CITY OF CLARKSTON TO AMEND CHAPTER 22, ARTICLE II OF THE CITY CODE REGARDING STREAM BUFFER PROTECTION TO CLARIFY THE PURPOSE AND INTENT OF SUCH ARTICLE.

WHEREAS, the Clarkston City Council recognizes that the several streams that run through the City are a vital natural resource that must be protected; and

WHEREAS, one important means of protecting streams is to enforce a vegetative buffer on both sides of the stream that will prevent erosion, support wildlife and improve water quality; and

WHEREAS, the City of Clarkston has previously adopted stream buffer requirements as Article II of Chapter 22 of the Clarkston City Code; and

WHEREAS, the Clarkston City Council desires to clearly express the purpose and intent of its stream buffer regulations by adopting this ordinance.

NOW THEREFORE, BE IT ORDAINED by the Clarkston City Council as follows:

SECTION 1. New City Code § 22-49 is hereby adopted as the first section of Article II of Chapter 22 of the City Code, and shall read as follows:

"**Sec. 22-49. Purpose and Intent.**

The purpose and intent of this Article is to protect the public health, safety, environment and general welfare; to minimize public and private losses due to erosion, siltation and water pollution; and to maintain stream water quality by provisions designed to:

(1) Create buffer zones along the streams of the City of Clarkston for the protection of water resources; and,

(2) Minimize land development within such buffers by establishing buffer zone requirements and by requiring authorization for any such activities."

SECTION 2. This ordinance shall be effective immediately upon its approval by the City Council.

SO ORDAINED, this _______ day of _________________, 2024.

CITY COUNCIL,
CITY OF CLARKSTON, GEORGIA

ATTEST:

____
Beverly H. Burks, Mayor

____
Tomika Mitchell, City Clerk

Approved as to Form:

Stephen G. Quinn
Stephen G. Quinn, City Attorney

CITY OF CLARKSTON

CITY COUNCIL MEETING

BUSINESS AGENDA / MINUTES

MEETING DATE: February 6, 2024

ITEM NO: 7E

HEARING TYPE:
City Council Meeting

ACTION TYPE:
Approval

SUBJECT: To approve appointing City Council Members to the Standing Advisory Committee and other city committees.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐YES ☒ NO

ATTACHMENT: ☐YES ☐NO
Pages:

INFORMATION CONTACT: Mayor Beverly H. Burks
PHONE NUMBER: 404-296-6489

PURPOSE: To approve appointing City Council Members to the Standing Advisory Committee and other city committees.

NEED/ IMPACT: The Standing Advisory Committees were created to study and formulate policy and recommendations that will benefit the community by collaborative efforts with city and community leaders and residents.

The Standing Advisory Committees are Public Safety and Legal Committee; Transportation and Environment Committee; Housing and Infrastructure Committee; Community Development and Civic Innovation Committee; Business and Economic Development Committee; and Equity, Inclusion, and Opportunity Committee.

The other City Committees are Early Learning Task Force; Youth Advisory Council; Senior Resident Advisory Committee; Police Community Task Force; Preventive Health Task Force; and Public Art Advisory Committee.

RECOMMENDATIONS:

Public Safety and Legal Committee
Chair: Yterenickia Bell
Vice-Chair: Awet Eyasu
Members: Mark Perkins

Transportation and Environment Committee
Chair: Awet Eyasu
Vice-Chair: Jamie Carroll
Members: Susan Hood

Housing and Infrastructure Committee
Chair: Jamie Carroll
Vice-Chair: Susan Hood
Members: Mayor Beverly H. Burks

Community Development and Civic Innovation Committee
Chair: Mark Perkins
Vice-Chair: Debra Johnson
Members: Yterenickia Bell

Business and Economic Development Committee
Chair: Susan Hood
Vice-Chair: Yterenickia Bell
Members: Mayor Beverly H. Burks

Equity, Inclusion, and Opportunity Committee:
Chair: Debra Johnson
Vice-Chair: Mayor Beverly H. Burks
Members: Awet Eyasu

Early Learning Task Force
Liaison: Jamie Carroll and Awet Eyasu
Members: Mayor Beverly H. Burks

Youth Advisory Council
Liaison: Awet Eyasu and Yterenickia Bell
Members:

Senior Resident Advisory Committee
Liaison Debra Johnson and Susan Hood
Members:

Police Community Task Force
Liaison: Debra Johnson
Members:

Preventive Health Task Force
Liaison: Mark Perkins and Debra Johnson
Members:

Public Art Advisory Committee
Liaison: Yterenickia Bell and Mark Perkins
Members:

RESOLUTION NO. _________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLARKSTON, GEORGIA, AUTHORIZING THE APPOINTMENT OF COUNCILMEMBERS TO THE STANDING ADVISORY COMMITTEES.

* * * * *

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CLARKSTON, GEORGIA:

Section 1. That the City Council hereby authorizes the appointment of Councilmembers to the following Standing Advisory Committees: Public Safety and Legal Committee; Transportation and Environment Committee; Housing and Infrastructure Committee; Community Development and Civic Innovation Committee; Business and Economic Development Committee; Equity, Inclusion, and Opportunity Committee. A copy of said appointments is attached to this resolution as “Exhibit A” and are incorporated herein for all purposes.

PASSED, APPROVED and RESOLVED this ______ day of __________ 2024.

____
Beverly H. Burks, Mayor

ATTEST:

____
Tomika R. Mitchell, City Clerk

EXHIBIT A

Public Safety and Legal Committee
Chair: Yterenickia Bell
Vice-Chair: Awet Eyasu
Members: Mark Perkins

Transportation and Environment Committee
Chair: Awet Eyasu
Vice-Chair: Jamie Carroll
Members: Susan Hood

Housing and Infrastructure Committee
Chair: Jamie Carroll
Vice-Chair: Susan Hood
Members: Mayor Beverly H. Burks

Community Development and Civic Innovation Committee
Chair: Mark Perkins
Vice-Chair: Debra Johnson
Members: Yterenickia Bell

Business and Economic Development Committee
Chair: Susan Hood
Vice-Chair: Yterenickia Bell
Members: Mayor Beverly H. Burks

Equity, Inclusion, and Opportunity Committee:
Chair: Debra Johnson
Vice-Chair: Mayor Beverly H. Burks
Members: Awet Eyasu

STANDING ADVISORY COMMITTEES	INTERESTED CITIZENS	NUMBER	ADDRESS	EMAIL
COMMUNITY DEVELOPMENT & CIVIC INNOVATION	DEBBIE GATHMANN	[redacted]		[redacted]
	AMY MEDFORD	[redacted]		[redacted]
	SONYA HEARD	[redacted]		[redacted]
PUBLIC SAFETY AND LEGAL	BRIAN MEDFORD			[redacted]
	CURTIS JOHNSON	[redacted]		[redacted]
HOUSING AND INFRASTRUCTURE	AMY MEDFORD	[redacted]		[redacted]
TRANSPORTAION AND ENVIRONMENT	DEBBIE GATHMANN	[redacted]	[redacted]	[redacted]
	ADRIA MARSHALL	[redacted]	[redacted]	[redacted]
EQUITY, INCLUSION, AND OPPORTUNITY	SONYA HEARD	[redacted]		[redacted]
	ADRIA MARSHALL	[redacted]	[redacted]	[redacted]
BUSINESS AND ECONOMIC DEVELOPMENT	ADRIA MARSHALL	[redacted]	[redacted]	[redacted]

RESOLUTION 2020-024
ESTABLISHING STANDING ADVISORY COMMITTEES

WHEREAS, the Clarkston City Council is desirous of creating a mechanism to study and formulate policy recommendations that will benefit the community; and

WHEREAS, the Clarkston City Council is desirous of engaging members of the public in the process of formulating and studying policy recommendations that will benefit the community.

NOW THEREFORE, BE IT RESOLVED by the Clarkston City Council, that Standing Advisory Committees ("SAC") are hereby created and will operate in accordance with the terms of this resolution.

I. SACs Created

The following committees are hereby created to address issues falling under the subject matter listed in association with each SAC:

A. **Public Safety and Legal Committee.** Matters pertaining to public safety generally and penal ordinances of agencies or organizations established by ordinance that touch upon law enforcement issues and/or the interaction between communities and public safety or law enforcement personnel.

B. **Transportation and Environment Committee.** Matters pertaining to transportation generally, MARTA, CSX, traffic engineering and control, parking facilities, storm water, environmental contaminations and pollutions, bicycles and bike paths, pedestrian travel, green spaces, parks and recreation, clean energy, sanitation, recycling, and transportation.

C. **Housing and Infrastructure Committee.** Matters pertaining to urban development issues such as eminent domain, urban re-development plans, planning functions, comprehensive development plans and land use plans set forth by the City, the development, redevelopment, and improvement of single-family and multi- family housing stock within the City, sewage and waste disposal, public streets and bridges, housing code enforcement and cable television franchises.

D. **Community Development Committee.** Matters pertaining to the planning functions of the City, comprehensive development plans and land use plans, health, education and welfare of citizens, community service activities, con-sumer affairs and cultural affairs.

E. **Equity, Inclusion, and Opportunity Committee.** Matters pertaining to the City's continued desire and commitment to being a welcoming, all-inclusive, equitable community where all can participate in their City government regardless of who they are, where they are from, what their beliefs are. This committee will dedicate its efforts to ensure constant, equal, and transparent access for all.

F. **Marketing and Civic Innovation Committee.** Matters pertaining to the City's marketing, civic engagement and innovation efforts with a goal of attracting new business and residents to the City, welcoming new residents to the City, developing new approaches to engage with residents in the community, identify and grow the overall role of civic entrepreneurship in the City, and generally promote the City in a positive light.

II. Membership and Appointment

Each SAC shall have two (2) or three (3) members from amongst the elected members of the City Council (including the Mayor) and one (1) to three (3) members from the general public. Each member of an SAC shall have one vote when a question is called in a meeting of such SAC. SAC members shall be appointed as follows:

A. **Elected Officials.** At the annual February meeting of the City Council, the City Council shall appoint a chairman to each SAC. The chairman of each SAC shall be an elected member of the City Council (not including the Mayor). The City Council, at its February meeting, shall also appoint one (1) or two (2) additional elected officials (which may include the Mayor) to each SAC. Elected officials appointed to the SAC by the City Council shall serve a twelve (12) month term on the SAC as appointed.

B. **Members of the Public.** The concurring vote of two (2) elected officials appointed to an SAC shall be required to appoint or remove a member of the general public as a member of such SAC. General public members of an SAC may be appointed or removed at any time and for any reason by the elected official members of such SAC.

III. Referral of Matters to SACs

A. **Referral by City Council.** A majority vote of a quorum of the City Council may refer any matter to one or more SACs for consideration. When the City Council refers a matter to a SAC by vote, the City Council then will not take action on such subject matter until the SAC returns a written recommendation or ninety (90) days elapse, whichever shall occur first.

B. **Referral by City Manager.** Whenever the City Manager deems it useful and appropriate, he may request a recommendation from one or more SACs by delivering in writing to the chairman of such SAC a description of the matter or issue for which he desires advice. Such referral to an SAC by the City Manager shall in no way prevent the City Council from acting on the same subject matter.

IV. SAC Meetings

All SAC meetings shall be specially called by the chairman of the SAC. The chairman of an SAC may call a meeting of such SAC by providing seven (7) business days written notice to all members of the SAC, the Mayor and members of the City Council, the City Manager and the City Clerk. Whenever a meeting of an SAC is called, the City Clerk shall cause the date, time, place, and topic of such meeting to be published on the City's website as soon as practicable. SAC meetings are not subject to the Open Meetings law, but shall nonetheless be open to the public and the public may participate as permitted by the chairman of the SAC. It shall be the prerogative of the chairman to set the agenda for an SAC meeting and the duty of the chairman to keep records of the action taken by the committee.

V. Actions by SACs

An SAC may only act by vote of a majority of a quorum of its membership taken at a meeting that is called and noticed pursuant to Section IV of this resolution. SACs may take the following actions and only the following actions:

A. Adopt a written recommendation to the City Council or the City Manager as appropriate. Such recommendation must be reduced to writing and present at the meeting at the time of the vote to adopt such recommendation.

B. Appoint members of the general public to the SAC or remove members of the general public from the SAC pursuant to Section II (B) of this Resolution.

C. Request that the full City Council issue a subpoena for the attendance of identified individual(s) at a scheduled meeting of the SAC.

SO RESOLVED, this 6 day of August, 2020

CITY COUNCIL
CITY OF CLARKSTON, GEORGIA

AWET EYASU, Vice-Mayor

ATTEST:

Tracy Ashby, City Clerk

Approved as to Form:

S. Quinn
Stephen G. Quinn, City Attorney

CITY OF CLARKSTON

CITY COUNCIL MEETING

BUSINESS AGENDA ITEM

MEETING DATE: February 6, 2024

ITEM NO: 8A

HEARING TYPE:
City Council Meeting

ACTION TYPE:
Approval

SUBJECT: To approve an RFP for Sanitation Services and proposed contract with Waste Pro of GA, Inc.

DEPARTMENT: PUBLIC WORKS

PUBLIC HEARING: ☐YES ☒ NO

ATTACHMENT: ☒ YES ☐NO
Pages:

INFORMATION CONTACT: Rodney Beck
Public Works Director
PHONE NUMBER: 404-886-0068

PURPOSE: To approve a new contract with Waste Pro of GA, Inc. for sanitation and recycling services.

NEED/ IMPACT: The City issued an RFP for Sanitation Services. Three bids were received from Waste Management, Arrow Waste and Waste Pro. Arrow Wast was disqualified with no response to Questions or Addendum and only 2 references. Waste Management was also disqualified with no response to questions or addendum and no quote for all options proposed.

Staff recommends Waste Pro for providing household garbage collection with 96-gallon roll-carts with City Logo hot stamped at 18.57 per household and recycling 18-gallon bins at 7.65 per household for a total cost per household of 26.22 per month. Total estimated cost for 1104 households of $28,946.88 per month or $347,363 per year.

RECOMMENDATION:
Approve contract with Waste Pro for sanitation and recycling services estimated to begin by March or April 2024.

RESOLUTION NO. ______

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLARKSTON, GEORGIA AWARDING THE SANITATION SERVICES BID TO WASTE PRO OF GA, INC. FOR SOLID WASTE COLLECTION AND RECYCLING SERVICES AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

* * * * *

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CLARKSTON, GEORGIA:

Section 1. That the City Council award the bid for sanitation services to Waste Pro of Ga, Inc. to provide solid waste collection and recycling services for a period of two (2) years and authorize the Mayor to execute the contract in the amount of $347,363 per year to be funded out of the Sanitation Fund. The term shall automatically renew each year for three (3) additional years unless the City or the contractor provides the other party with written notice at least thirty (90) days prior to the termination of the term or renewal term. A copy of said contract is attached to this resolution as “Exhibit A” and is incorporated herein for all purposes.

PASSED, APPROVED and RESOLVED this _______ day of _____________ 2024.

____
Beverly H. Burks, Mayor

ATTEST:

____
Tomika R. Mitchell, City Clerk

EXHIBIT A

CONTRACT FOR SOLID WASTE COLLECTION AND RECYCLING SERVICES

THIS CONTRACT FOR SOLID WASTE COLLECTION AND RECYCLING SERVICES (this "Agreement") made and entered into on the ___ day of ___________, 2024, by and between the City of CLARKSTON, a political subdivision of the State of Georgia, by and through its Mayor and City Council, hereinafter referred to as "City," and **Waste Pro of Ga Inc**, or its legal successors, acting by and through its duly authorized officers hereinafter referred to as "Contractor."

WHEREAS, it is necessary for City to promote, preserve and protect the public health of its citizens; and

WHEREAS, the removal of garbage, and rubbish generated within the City is a valid exercise of City's police power, and

WHEREAS, the granting of an exclusive Contract to a private corporation for the collection and disposal of residential solid waste is a valid function of City; and

WHEREAS, City and Contractor are desirous of entering into an agreement, under the terms of which, Contractor shall have an exclusive Contract for a specified period of time for the collection and removal of all Residential Solid Waste generated within the City, and

WHEREAS, City and Contractor have agreed to the conditions, terms, rates, provisions and considerations under which Contractor shall perform such solid waste collection and disposal services as herein set out, and for the compensation as hereinafter provided; and

WHEREAS, it is the intent of the City that the owner or occupant of every Residential Premises in the incorporated area of the City shall receive solid waste collection, recycling, and disposal services provided by Contractor, and

WHEREAS, City agrees to pay for residential services.

THEREFORE, City and Contractor agree as follows:

Section 1.0 - Definitions

For purposes of this Agreement, the following terms shall be defined as follows:

1.1 Agreement: This contract agreement, including exhibits and any amendments thereto, agreed to by the City and the Contractor during the term of the Agreement.

1.2 Bulk Items: Those items of furniture, such as sofas, chairs, tables, carpets and other large items, which cannot reasonably be placed in a 95-gallon rollout cart.

1.3 Cart: A rollout receptacle for Residential Solid Waste with a capacity of not less than 95 gallons, constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting, and having a tight fitting lid capable of preventing entrance into the container by animals.

1.4 C & D Materials: Waste materials generated by the construction, remodeling, repair or demolition of residential, commercial or other structures.

1.5 City: City of Clarkston, Georgia.

1.6 Contractor: Person, firm, corporation, organization, or entity with whom the City has executed a contract for performance of the work or supply of equipment or materials, and it's duly authorized representative.

1.7 Curbside: The location adjacent to the traveled portion of a publicly owned roadway designated by the Contractor for the placement of Carts and other solid waste for collection.

1.8 Garbage: Solid waste consisting of putrescible animal and vegetable waste materials resulting from the handling, preparation, cooking and consumption of food, including waste materials from markets, storage facilities, handling and sale of produce and other farm products.

1.9 Hazardous Waste: Any solid waste identified or listed as a hazardous waste by any agency of the State of Georgia or the administrator of the U.S. Environmental Protection Agency pursuant to the federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 72 U.S.C. 6901 et seq., as amended, including future amendments thereto.

1.10 Recyclable Items: Aluminum cans, Steel cans, Cardboard, Plastics numbered 1&2, Magazines & newspapers, Office paper.

1.11 Residential Premises: A dwelling within the incorporated area of the City, occupied by a person or group of persons, including single family homes, duplexes, triplexes, quadraplexes, and mobile homes whether such mobile homes are registered as vehicles or assessed as real property.

1.12 Residential Solid Waste: All Garbage and Rubbish generated by a Residential Premises, excluding automobile parts, tires, C & D Materials, Yard Waste, White Goods, Hazardous Waste, Storm Debris or other unacceptable materials.

1.13 Rubbish: Non-putrescible solid waste consisting of paper, rags, cardboard, cartons, wood, rubber, plastics, glass, crockery, metal cans or other such waste.

1.14 Storm Debris: Volumes of yard waste/debris generated by severe weather and storms such as hurricanes, tornados, ice storms, severe lightning & wind storms, etc.

1.15 White Goods: Refrigerators, ranges, washers, water heaters, and other similar domestic appliances.

1.16 Yard Trash: Leaves, brush, grass clippings, shrubs and tree pruning, and other vegetative materials from the maintenance of yards, lawns, and landscaping at Residential Premises.

Section 2.0 – Scope of Work

The work under this Contract shall consist of the work and services to be performed in the collection and disposal of Residential Solid Waste and Recyclable Items generated in the City, including all the supervision, materials, equipment, labor and all other items necessary to complete said work and services in accordance with the terms of this Agreement.

Section 3.0 – Collection

3.1 Service Provided:

A. Contractor shall collect Residential Solid Waste from each Residential Premises one (1) time per week at Curbside. The occupant of the Residential Premises shall place only Garbage in a 96 Gallon Cart owned by Contractor and Resident shall place the Cart at Curbside by 6:00 AM on the designated collection day. Contractor shall collect only material that fits within the cart. Customers who routinely generate excess garbage outside the cart will be required to pay for an additional cart.

B. Contractor shall collect Residential Recyclable Items from each Residential Premises one (1) time per week at Curbside. The occupant of the Residential Premises shall place only recyclables in an 18 Gallon Bin owned by Contractor or an authorized sub-contractor and Resident shall place the Bin at Curbside by 6:00 AM on the designated collection day. Contractor shall collect only recyclable material that fits within the bin. Customers who routinely generate excess recyclables outside the bin will be required to pay for an additional bin.

3.2 Carts/Dumpsters/Roll Off Containers

Contractor shall furnish collection equipment to every Residential Premise for every occupied location in the incorporated area of the City. Upon placement, Equipment shall be the property of Contractor. It shall be the responsibility of the owner of the Residential and Commercial Premises to properly use and safeguard the Contractor's Equipment. Contractor shall maintain Equipment in reasonably good condition. Contractor shall have the right to charge Customers for the cost of repair or replacement of Equipment, if such repair or replacement is required as a result of abuse or damage, fire, or theft. The amount charged shall not exceed Contractor's cost for the Equipment. Occupants of Residential Premises may request one or more additional Containers from Contractor for an additional volume of collection service. Occupants shall pay City for each additional Container and service at the applicable rate of compensation.

3.3 Elderly and Disabled

Contractor shall provide side door pick-up to elderly or disabled residents as designated by the City who are physically unable to place container at Curbside on pick-up day. In no case will the quantity of persons receiving side door pick-up exceed two percent (2%) of the total Residential Premises. Contractor shall provide side door Residential Solid Waste collection service at no additional charge for those residents not physically able to take Carts to Curbside, provided however, that such exemptions will be granted only if there is no other occupant of the Residential Premises physically capable of placing the Cart at Curbside and the resident provides an affidavit from a physician certifying the physical disability. In no event will side door service be provided at a distance of more than 50 feet from the public roadway. In the event where side door service is provided pursuant to this Section, the occupant shall use the Cart for storage of Residential Solid Waste but must place the Residential Solid Waste **in bags**, designed to accommodate storage of waste, each bag not to exceed 30 pounds in weight.

3.4 Location of Containers for Collection

The majority of Roll-Out Containers shall be placed at Curbside for collection. Curbside refers to that portion of right-of-way adjacent to paved or traveled City roadways. Containers shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, containers, bags and bundles shall be placed as close as practicable to an access point for the collection vehicle. Contractor may decline to collect any container not so placed or any residential refuse not in a bag. The City reserves the right to amend the placement of containers allowing for safe and efficient service by Contractor. The City shall notify the Contractor on a daily basis of all service requests for extra pick-ups.

Section 4.0 – Routes and Hours of Collection Operation

4.1 Hours of Operation

Collection of Solid Waste shall not start before 6:00 AM nor continue after 7:00 PM.

4.2 Routes of Collection

The Contractor shall establish collection routes. Contractor shall submit a map designating the collection routes with days of pick-up to the City for its approval, which approval shall not be unreasonably withheld. The Contractor may from time-to-time propose to City for approval changes in routes or days of collection, which approval shall not be unreasonably withheld. Upon City approval of the proposed changes, Contractor shall promptly give written or published notice to the affected Customers.

4.3 Holidays

The following shall be holidays for the purpose of this Contract:

New Years' Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Contractor may decide to observe any or all of the above-mentioned Holidays by suspension of collection service on the holiday, but such decision does not relieve the Contractor of his obligation to provide collection service at least once per week (Monday - Friday) within the Holiday Week. The Contractor will not be allowed Sunday collection during a Holiday Week.

4.4 Complaints

All complaints shall be made directly to the Contractor and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Contractor shall investigate and, if such allegations are verified, shall arrange for the collection of the Refuse not collected by close of business on the next business day after the complaint is received.

4.5 Collection Equipment and Personnel

The Contractor shall provide an adequate number of vehicles for regular collection services. All vehicles and other equipment shall be kept in good repair, appearance, and in a sanitary condition at all times. Each vehicle shall have clearly visible on each side the identity and telephone number of the Contractor. All Solid Waste hauled by the Contractor shall be so contained, tied, covered, or enclosed such that leaking, spilling, or blowing are prevented.

4.6 Office

The Contractor shall maintain an office or such other facilities through which they can be contacted. It shall be equipped with sufficient local service telephones and shall have a responsible person in charge from 8:00 AM to 5:00 PM daily on regular collection days.

4.7 Access

The Contractor shall be required to provide collection services to all Residential Premises located on publicly owned roadways accessible to standard waste collection vehicles. The City shall maintain all publicly owned roads and bridges in a condition that affords access by Contractor's standard waste collection vehicles. The City shall require occupants of Residential Premises to place Carts at curbside for collection. The City shall require occupants of Residential Premises not accessible to standard waste collection vehicles to place Carts Residential Solid Waste at an accessible location on a publicly owned roadway agreed upon by the occupant and the Contractor. If the City or Contractor determines that, for whatever reason, the occupants of Residential Premise cannot place the Cart at curbside adjacent to a publicly owned roadway, then the Contractor will provide the collection service at a location agreed upon by Contractor and the occupant. Contractor shall be notified in a timely manner when a City road, right of way, or bridge is out of service due to a planned or unplanned repair.

Section 5.0 – Compensation

5.1 Contractor shall be paid by the City for solid waste collection and disposal services provided hereunder by the appropriate rates of compensation set forth in Exhibit A, attached hereto and made a part hereof, during the initial first year term of this Agreement. Contractor shall be paid within 30 days of receipt of invoice.

5.2 Rates for subsequent years shall be adjusted in accordance with Section 5.3 below.

5.3 Rate Adjustments Due to Significant Changes
The rates set forth in Exhibit “A” shall be fixed for the initial first year of this Agreement. After the first year, rates shall be adjusted to compensate Contractor for:

A. Any change in Governmental laws, ordinances, regulations, assessments, fees or taxes that require Contractor to incur additional costs in the performance of services pursuant to this Agreement (Changes in Law), including changes in disposal fees.

B. Extraordinary fuel rate increases

C. Annual Changes in Collection Price: Compensation payable to Contractor for all services hereunder shall be adjusted upward or downward annually to reflect changes in the cost of doing business measured by fluctuations in the Consumer Price Index (CPI) for All Urban Consumers: Water, Sewer and Trash Collection Services (CUUR0000SEHG) as published by the U.S. Department of Labor, Bureau of Labor Statistics. Annually, on the anniversary date of this Agreement, the net change in collection rates shall reflect such increase or decrease in the CPI as defined above for the last calendar year. Adjustment will be based upon 12-month average (month)over (month) of the current year to the previous year.

In the event that any of the above events occur, Contractor shall determine the amount of rate adjustment required to compensate Contractor for the additional, fully justifiable costs and shall petition the City for the rate adjustment, which approval shall not be unreasonably withheld. Contractor agrees to continue solid waste collection and disposal services during any dispute with the City until any dispute is resolved and the City and Contractor agree to adjusted rates of compensation.

5.4 Delinquent and Closed Accounts

The Contractor shall discontinue refuse collection service at any Residential Unit as set forth in a written notice sent to it by the City. Upon further notification by the City, the Contractor shall resume refuse collection on the next regularly scheduled collection day. The City shall indemnify and hold the Contractor harmless from any claims, suits, damages, liabilities or expenses (including but not limited to expenses of investigation and attorney's fees) that result solely from the Contractor's discontinuing service at any location at the direction of the City.

Section 6.0 – Non-Discrimination

In the performance of the work and services to be performed under the terms hereof, the Contractor covenants and agrees not to discriminate against any person because of race, sex, creed, color, religion or national origin.

Section 7.0 - Indemnity

The Contractor will indemnify, hold harmless, and defend the City, its officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and reasonable attorney's fees incidental to any work done in the performance of this Contract arising out of a willful or negligent act or omission of the Contractor its officers, agents, servants and employees; provided, however, that the City will indemnify, hold harmless and defend the Contractor, its parent corporation and their respective officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses and reasonable attorney's fees arising solely out of a willful or negligent act or omission of the City, its officers, agents, servants and employees.

Section 8.0 – Force Majeure

Except for the obligation to pay for services rendered, neither party hereto shall be liable for failure to perform hereunder due to contingencies beyond its control, including, but not limited to riots, war, fire, acts of God (including without limitation flood, hurricane, tornado, storm or pandemic), compliance with any law, regulation or order, whether valid or invalid, of the United States of America or any other governmental body or instrumentality thereof, whether now existing or hereafter created (collectively referred to as "Force Majeure Event"). In addition, the performance required under this Contract does not include the collection or disposal of any increased volume of solid wastes resulting from a Force Majeure Event. In the event of such Force Majeure Event, the Contractor will vary routes and schedule as may be deemed necessary. In addition, the City and Contractor shall negotiate the amounts to be paid Contractor for services to be performed as a result of increased volumes resulting from a Force Majeure Event or any other event over which Contractor has no control.

Section 9.0 – Licenses and Taxes

The Contractor shall obtain all licenses and permits and promptly pay all taxes required by any governmental entity.

Section 10.0 - Term

The term of this Agreement shall begin on __________, _____, 2024 and continue for a period of two (2) years. Thereafter, the term shall automatically renew each year for three (3) additional years unless the City or the Contractor provides the other party with written notice at least ninety (90) days prior to the termination of the term or renewal term.

Section 11.0 - Reports

Contractor shall provide various reports to the City as may be required from time to time.

City shall provide accurate house count updates to the contractor on a monthly basis.

Section 12.0 – Insurance

The Contractor shall at all times during the Agreement maintain in full force and effect Employer's Liability, Workmen's Compensation, Public Liability, and Property Damage Insurance, including contractual liability coverage for the provisions of Section 7. All insurance shall be by insurers and for policy limits acceptable to the City and before commencement of work hereunder the Contractor agrees to furnish the City certificates of insurance or other evidence satisfactory to the City to effect that such insurance has been procured and is in force. The certificates shall contain the following express obligation:

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder."

For the purpose of this Contract, the Contractor shall carry the following types of insurance in at least the limits specified below:

COVERAGES LIMITS OF LIABILITY

Workers' Compensation Statutory-Minimum $100,000/accident
Employer's Liability $1,000,000
Bodily Injury Liability $1,000,000 each occurrence
Except Automobile $1,000,000 aggregate
Property Damage Liability $1,000,000 each occurrence
Except Automobile $1,000,000 each occurrence
Automobile Bodily Injury $1,000,000 each person
Liability $1,000,000 each occurrence
Automobile Property Damage Liability $1,000,000 each occurrence
Excess Umbrella Liability $2,000,000 each occurrence

Section 13.0 – Bond

13.1 Performance Bond
The Contractor shall furnish a corporate surety bond as security for the performance of this Agreement. Said surety bond shall be in the amount of 100% of the annual revenue of the Contract.

The Contractor shall pay premium for the bond(s) described above. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond.

The surety on the bond shall be a duly authorized corporate surety company approved to do business in the State of Georgia.

13.2 Power of Attorney
Attorneys-in-fact who sign performance bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

Section 14.0 – City Streets, Roads and Bridges

Contractor must promptly repair damage or injury to City property, road, right of way, bridges, curbs or other structures caused by or arising out of

Contractor's provision of services except normal wear and tear. Such repair should restore the City's property, road, right of way, bridges, curbs or other structures to a condition at least equal to that which existed immediately prior to the damage.

Section 15.0 – Compliance with Law

The Contractor shall conduct operations under this Contract in compliance with all applicable laws, including without limitation, ordinances, laws and statutes of the local, state and federal governments provided, however that the Contract shall govern the obligations of the Contractor where there exists conflicting ordinances of the City on the subject. In the event that the collection or disposal of any solid waste hereunder shall become restricted or prohibited by any applicable law, ordinance, rule or regulation, such type of waste shall be eliminated from the requirements and provisions of this Contract.

Section 16.0 Assignment

Contractor's rights accruing under this Contract may be assigned in whole or in part by the Contractor with the prior written approval or consent of the City. As a condition of such assignment, the assignee shall agree to assume the obligations of Contractor hereunder.

Section 17.0 – Exclusive Contract

The Contractor shall have the sole and exclusive contract to provide solid waste collection and disposal service in the incorporated area of the City. The City hereby grants and the Contractor hereby accepts the sole and exclusive contract, license and privilege to provide Residential collection and disposal service to all Residential Premises in the incorporated area of the City for the initial term of this Agreement and all renewal terms thereto. The City further agrees that so long as Contractor is not in default hereunder, it will not enter into any agreement with any other entity for performance of solid waste collection and disposal services during the term hereof or any renewal terms.

Section 18.0 - Ownership

Title to the Residential Solid Waste to be collected under this Contractor shall pass to the Contractor once it is placed in the vehicle under control of the Contractor.

Section 19.0 – Termination and Attorney Fees

In the event of an alleged material breach of this Contract, the City shall provide written notice of such breach to the Contractor, to be delivered by Certified Mail, return receipt requested. If within 20 days from receipt of such notice, the Contractor has either failed to correct the condition or reach an agreement with the City on a mutually satisfactory solution, then the City may, within 10 days, require the Contractor to appear before the City Council, at either a regular or specially called meeting, to show cause why the Contract should not be terminated. After such meeting the Council may elect to:

A. Provide written notice to the Contractor that the Contract will be terminated 30 days from the receipt of such notice.

B. Extend the time to allow Contractor to cure the breach.

C. Impose sanctions or other remedies without terminating the Contract.

Section 20.0 – Miscellaneous Provisions

20.1 Choice of Law
This Agreement shall be construed in accordance with and governed for all purposes by the laws of the State of Georgia, excluding the laws applicable to conflicts or choice of law.

20.2 Entire Agreement
This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representation or modifications concerning this instrument shall be of no force or effect and this Contract may not be amended except by a subsequent modification in writing, signed by the parties hereto or by an ordinance adopted by City modifying the rates to be charged hereunder in accordance with the provisions of Section 6 hereof.

20.3 Severability
If any part of this Agreement for any reason is declared invalid, such decision shall not affect the validity of any remaining portion, which remaining portion shall remain in force and effect as if this Contract had been executed with the invalid portion thereof eliminated. It is hereby declared the intention of the parties that they would have executed the remaining portion of this Agreement without including any such part, parts or portions which may, for any reason, be hereinafter declared invalid.

20.4 Captions
The titles or headings preceding any section or paragraph are for reference and convenience only and shall be in no way construed to be a material part of this Agreement.

20.5 City's Authority
The parties signing this Contract on behalf of the City have been authorized to do so by specific action of the Mayor and City Council adopted in open meeting and of record in its official minutes.

EXECUTED this _____day of ______________________________, 20___.

CITY OF Clarkston

CITY OF CLARKSTON, GA

By: ______________________

Mayor Beverly H. Burks

Date: ______________

WASTE PRO OF GA, INC

By: ____________________

Name: ________________

Title: __________________

Date: __________________

Approved as to form:

Stephen Quinn
Stephen G. Quinn
City Attorney

EXHIBIT A

1. Monthly rate for one time per week residential garbage service using Contractor-owned 96 gallon roll-carts with City logo hot stamp:
   $18.57 per/mo/unit. Contractor shall collect only material that fits within the cart.

2. Monthly rate for one time per week recycle collection service using Contractor-owned 18 gallon bins: **$7.65 per/mo/unit.**

3. Contractor will provide weekly Services to certain City facilities at no charge. Additional locations and service can be added upon mutual agreement by both parties at an agreed rate.
   - **3.14.1 City Hall Annex = One 96 Gallon Cart**
   - **3.14.2 Milam Park Pool = One 96 Gallon Cart**
   - **3.14.3 Women's Club = One 96 Gallon Cart**
   - **3.14.4 Public Works Facility = Two 8-Yard Dumpsters**
   - **3.14.4 City Hall Police Station = One 96 Gallon Cart**

CITY OF CLARKSTON

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ITEM NO: 8B

CITY COUNCIL MEETING

MEETING TYPE: City Council Meeting

AGENDA ITEM SUMMARY SHEET

ACTION TYPE: Approval

MEETING DATE: JANUARY 30, 2024

SUBJECT: To approve Increasing FY2024 Sanitation Assessment fee to cover cost of residential garbage and recycling services.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐YES ☒ NO

ATTACHMENT: ☒YES ☐NO
PAGES: 1

PRESENTER CONTACT INFO: Dan Defnall, Finance Director **PHONE NUMBER:** 770-367-4580

PURPOSE: To approve increasing the FY2024 Sanitation Assessment Fee to be added to Property Tax Bills in 2024 to cover the cost of residential garbage collection and recycling services. The City will need to report the 2024 Assessment Rate to Dekalb County in April 2024.

NEED/ IMPACT: The City increased the Sanitation Fee last in 2018 from $185.40 to $213.21 and the fee has not changed in the last six years. Back in 2020, Waste Management discontinued providing recycling services to the City due to contamination issues, therefore the City did not incur any costs for recycling and the Sanitation Fund Balance increased by $75,274. In FY2021, the City hired a new recycling vendor Latham Home Sanitation Co. and began recycling services again. The net change in fund balance for FY2021 was $874 and in FY2022 was a decrease of $1,481.

In 2023, the cost of residential garbage collection fees increased by 37% due to increased labor and equipment costs across the industry post pandemic. The city did not increase the sanitation assessment fee because we had a significant fund balance increase in FY2020 when we did not expend funds on recycling services to our residents and the Assessment Rate remained the same. If we had considered an increase in the Assessment Rate in FY2023, we would have needed to increase the rate to $260.61 in order to break even for the year. At the end of FY2023 the fund balance decreased by $55,391 to $135,404 or 47.1% of estimated expenditures for FY2024.

The attached history of Sanitation Fees shows that we need to increase our FY2024 Sanitation Assessment to be added on property tax bills in 2024 to $317.00 and overall increase of 48.7%.

RECOMMENDATION: Staff recommends increasing the FY2024 Sanitation Fee to $317.00 per service address.

City of Clarkston
Sanitation Assessments and Collections

	2019 Actual	2020 Actual	2021 Actual	2022 Actual	2023 Actual	2024 Projected
# of Service Addresses			**1024**	**1074**	**1104**	**1104**
						48.7% Rate incease
Sanitation Fees Assessments	217,474	217,901	218,114	229,201	235,384	349,968
Beginning Fund Balance	98,599	116,127	191,402	192,276	190,795	135,404
Net Revenues Collected	216,712	217,353	219,938	228,340	232,326	349,968
Sanitation Service Expendiures	199,184	142,079	219,064	229,821	287,718	347,363
Percentage Increase in Expenditures		-28.7%	54.2%	4.9%	25.2%	20.7%
Explanation for Change in Expenditures		Ceased Recycling Services 2022	Restarted Recycling with Latham at a higher cost	Waste Management CPI Increase of 3.7% and an increase in Service Addresses primarily from Glendale Rowes	Waste Management Rate Increase of 37% from $11.49 to $15.77 per service address	Proposed Rates from Waste Pro
Net Increase/(Decrease) in Fund Balance	17,528	75,274	874	(1,481)	(55,391)	2,605
Ending Fund Balance	116,127	191,402	192,276	190,795	135,404	138,009
Fund Balance as a Percentage of Expenditures - The Goal should be minimum 66.7% to provide ongoing cash flow since 90% of Revenues come in Sept-Dec of each year from Dekalb County property tax bill payments	58.3%	134.7%	87.8%	83.0%	47.1%	39.7%

Sanitation Assessments to Residents	**Annual Rate**	**Annual Increase Amount Over Current Rate**	
Current Annual Assessment Rate in Place since 2018-no increase in 6 years since	213.21		
Current Dekalb County Rate	265.00		
Assessment Rate Needed to Breakeven in 2023	260.61	22.2%	Assessment Rate that would have been needed in 2023 to Breakeven
Assessment Rate Proposed for 2024 to be added to Dekalb County Tax Bill	317.00	48.7%	% Increase over current $213.21 rate
		21.6%	% increase over 2023 Breakeven rate

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ITEM NO: 8C

CITY COUNCIL MEETING

MEETING TYPE:
City Council

AGENDA ITEM SUMMARY SHEET

ACTION TYPE:
Approval

MEETING DATE: February 6, 2024

SUBJECT: To approve the selection of the most responsive and responsible vendor for the City Manager Executive Search Firm and authorize the Mayor and City Attorney to negotiate a contract with the selected vendor.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐YES ☒ NO

ATTACHMENT: ☐YES ☐NO
PAGES:

PRESENTER CONTACT INFO: Mayor Beverly Burks
PHONE NUMBER: (404) 296-6489

PURPOSE: To approve the selection of the most responsive and responsible vendor for the City Manager Executive Search Firm and authorize the Mayor and City Attorney to negotiate a contract with the selected vendor.

NEED/ IMPACT: The City of Clarkston issued a Request for Proposal (RFP), soliciting bids from qualified bidders for the purpose of experienced qualified Executive Search Firms for the recruitment of a City Manager. The firms were to provide a comprehensive recruitment and hiring services scope and will be charged with conducting a national search.

The City received a total of 8 responses from the following bidders: The Onin Group, ABD Talent, Primal Staffing, Robert Half, Slavin Management Group, WBCP, Inc., GovHR USA, and Sumter Consulting. Staff reviewed all responses submitted in reference to this RFP to determine the qualifications of each responsive bidder. Each proposal received will need to be evaluated by the City Council based on the following criteria: background, schedule, sample template, references, unsuccessful recruitment or candidate dismissal/resignation, professional fees and charges, and the budget proposal received in a separate sealed envelope.

A limited number of consulting firms may be invited to participate in interviews with the City Council in a meeting open to the public. At such a time, the Council will gather additional information to assist in their selection.

RECOMMENDATION: N/A

REQUEST FOR SEALED PROPOSAL

ADVERTISEMENT for CONTRACTUAL SERVICES

RFP – CITY MANAGER EXECUTIVE SEARCH SERVICES - 2311

The City of Clarkston is accepting sealed proposals from qualified vendors for **CITY MANAGER EXECUTIVE SEARCH SERVICES**. Proposals will be received no later than **WEDNESDAY, December 6, 2023, at 10:00 am EST** at the City of Clarkston City Clerk's Office, 1055 Rowland Street, Clarkston Georgia, 30021. Proposals received after the above date and time, or in any other location other than the City Clerk's Office will not be considered.

A bid packet may be obtained by clicking the related solicitation link on the City of Clarkston website www.clarkstonga.gov under the Bids / RFPs section.

Timeline

Q&A and Clarifications (email tmitchell@cityofclarkston.com) Ref: City Manager Executive Search Services	November 28, 2023	12:00 pm (EST) deadline
Addendum(s) published	December 1, 2023	4:00 pm (EST)
Open Sealed Bids	December 6, 2023	10:30 am (EST)

Any/all addenda must be signed and dated and made a part of the bid packet. It is always the vendor's responsibility to check the City of Clarkston's website for any/all addenda.

The City of Clarkston reserves the right to reject any or all bids based on past performance, waive technicalities and informalities, and re-advertise. All Minorities, Woman and Small Businesses are strongly encouraged to apply. Only responsive bids that are determined to meet the requirements and criteria set forth by the City of Clarkston will be considered. Applicants/Firms will not be discriminated against on the grounds of race, national origin, color, religion, sexual orientation, age, disability, or any other characteristic protected by state or federal law. All written proposals must be submitted no later than the due date indicated on the RFP.

PURPOSE and SCOPE OF SERVICES

PURPOSE

The City of Clarkston ("City") seeks proposals for the provision of an experienced qualified Executive Search Firms for the recruitment of a City Manager, as set forth in this Request for Proposals ("RFP").

The firms shall provide a comprehensive recruitment and hiring services scope and are charged with conducting a national search.

Services to include:

A. Conducting a robust community engagement process with the city (i.e., Council, staff, citizens) to clarify expected qualifications, skills, experience, and leadership attributes the City is seeking in a City Manager.

B. Preparation of a job announcement and recruitment materials.

C. Conduct preliminary interviews with selected candidates.

D. Coordinate any travel arrangements.

E. Conduct actual recruitment including scheduling, reviewing, and checking qualifications and references of candidates.

F. Conducting background checks.

G. Assisting in all aspects of selection and hiring.

COMMUNITY INFORMATION

Clarkston Where Possibilities Grow

Originally established as a railway stop between Atlanta and Athens and the rest of the Eastern Seaboard, Clarkston was incorporated in 1882. The city evolved into one of Atlanta's pioneer suburbs. Over the last 35 years, the city has welcomed refugees from more than 50 countries, including Ethiopia, Somalia, Eritrea, Vietnam, and Nepal. During the late 1990s, the city was identified by the United States Asylum Program for Refugees as an ideal destination for resettlement because of trends of relocations to the area, affordable housing, and transportation options.

Community Information

Clarkston is one of America's most diverse communities. Since 1994, the Clarkston Community Center has served as a gathering place for people of more than 50 nationalities to come together as one community. Everyone is welcome to celebrate Clarkston's diversity and strengths through education, recreation, and the arts. The nonprofit provides unique experiences along with valuable resources to new and longtime residents.

Community Characteristics

- Population of over 14,000.
- Just over 1.5 square mile.
- Located near Georgia Piedmont Technical College.
- Located near Georgia State University's Clarkston Campus.
- 75% of the population is under the age of 40.
- Over 80% of businesses are immigrant owned.
- Amenities:
    - Clarkston Community Center
    - Clarkston Friendship Forest
    - Forty Oaks Nature Preserve
    - Milam Park, Pool, & Tennis Courts
    - Dog Park

SCOPE OF SERVICES

The successful consulting firm will be expected to accomplish the following:

A. Work with the City Council to develop a candidate profile that meets the City's desired qualifications and experience.

B. Using the agreed-upon candidate profile, the firm shall recommend to the City Council a salary range for the position, an advertising plan to attract a diverse pool of qualified candidates, and a timetable for the recruitment.

C. Advertise the position nationwide to attract a diverse pool of qualified candidates.

D. Take receipt of all resumes and other applicable documents from candidates.

E. Conduct in-depth reviews of candidates' credentials using criteria established from a stakeholder meeting/hearing, including the Council, and interested members of our community.

F. Select the most qualified, skilled, and articulate candidates for the Council to review and provide a written report summarizing results and the identification of up to ten candidates for consideration.

G. Arrange for and/or conduct finalist(s) professional background investigation(s).

H. Advise the Council on interview strategies, techniques, questions, etc. as needed.

I. Assist with employment negotiations if requested or as deemed necessary.

J. Disclose any previous relationships between the firm and all candidates being considered.

RESPONSE REQUIREMENTS

A. Background

   a. A letter of interest explaining why you desire to work with the City of Clarkston specifically for this recruitment effort.

   b. Details of the search firm's experience with public sector recruitment and contract development, particularly for the position of City Manager.

   c. Background, experience, and qualifications of personnel within the firm that will be assigned to Clarkston's recruitment effort including specific searches and references.

   d. Sample work products such as recruitment brochures, candidate questionnaire, candidate reference and background reports, and actionable work plans developed to assist with evaluation after hire.

   e. Disclosure listing previous relationships between employees, the firm, and members of the City Council or City of Clarkston staff.

B. Schedule

   Include a tentative schedule for each phase of the process including recruitment profile development (with input from stakeholders), executive search, candidate background evaluations (screening process), identification of candidates, etc. In addition, the consultant should provide details of its current engagements and confirm its ability to have personnel specifically dedicated and focused on our specific recruitment.

C. Sample Template

   Provide a sample template for the presentation of applicant resumes to members of the Council and the public emphasizing uniformity in format and organization.

D. References

Provide a list of four (4) total client references for executive search work that your firm has performed within the last five (5) years.

E. Unsuccessful Recruitment or Candidate Dismissal/Resignation

Provide written details of how the consulting firm approaches both an unsuccessful recruitment and the premature (within 2-years of appointment) dismissal for cause or resignation of identified candidate.

F. Professional Fees and Charges

G. In a separate and sealed envelope, marked “Budget Proposal” to indicate the total not-to-exceed cost for the performance of this executive search including fees, and anticipated costs for reimbursable items. Any costs incurred by consulting firms in preparing or submitting their proposal are the firm’s sole responsibility. Payment terms shall also be included in this envelope.

EVALUATION CRITERIA

The proposals shall be evaluated based on the following criteria:

Criteria	Total Points Allowed
Responsiveness to the provisions of this RFP	10
Thoroughness of proposal and clarity of services to be provided	15
Prior successful recruitments	15
Qualifications and experience of the individuals assigned to this engagement	15
Schedule/Availability	15
Reference contact information	15
Cost of services	15

Total Points: 100

SELECTION PROCESS

The City Council will review all responses submitted in reference to this RFP and determine the qualification(s) of the proposer.

A limited number of consulting firms may be invited to participate in interviews with the City Council in a meeting open to the public. At such a time, the Council will gather additional information to assist in their selection.

If invited to participate in an interview, the consulting firm will bear all responsibility for costs associated with the visit, including travel and other associated fees (if necessary).

CITY OF CLARKSTON									
RFP-City Manager Executive Search Services Responses Evaluation Template									
RESPONSE REQUIREMENTS: RESPONDENTS		**The Onin Group**	**ABD Talent**	**Primal Staffing**	**Robert Half**	**Slavin Management Group**	**WBCP, Inc.**	**GovHR USA**	**Sumter Consulting**
A. Background									
a. A letter of interest explaining why you desire to work with the City of Clarkston specifically for this recruitment effort		**NO**	**YES**	**YES**	**YES**	**YES**	**YES**	**YES**	**YES**
b. Details of the search firm's experience with public sector recruitment and contract development, particularly for the position of City Manager		**NO**	**YES**	**YES**	**YES**	**YES**	**YES**	**YES**	**YES**
c. Background, experience, and qualifications of personnel within the firm that will be assigned to Clarkston's recruitment effort including specific seaches and references.		**YES - Background of company**	**YES**	**YES**	**YES**	**YES**	**YES**	**YES**	**YES**
d. Sample work products such as recruitment brochures, candidate questionnaire, candidate reference and background reports, and actionable work plans developed to assist with evaluation after hire.		**NO**	**YES**	**YES**	**YES**	**YES**	**YES**	**YES**	**YES**
e. Disclosure listing previous relationships between employees, the firm, and members of the City Council or City of Clarkston staff.		**NO**	**YES**	**YES**	**YES**	**NO**	**YES**	**NO**	**YES**
B. Schedule									
Include a tentative schedule for each phase of the process including recruitment profile development (with input from stakeholders), executive search, candidate background evaluations (screening process), identification of candidates, etc. In addition, the consultant should provide details of its current engagements and confirm its ability to have personnel specifically dedicated and focused on our specific recruitment.		**NO**	**YES**	**YES**	**YES**	**YES**	**YES**	**YES**	**YES**
C. Sample Template									
Provide a sample template for the presentation of applicant resumes to members of the Council and the public emphasizing uniformity in format and organization.		**NO**	**NO**	**YES**	**YES**	**YES**	**YES**	**YES**	**YES**
D. References									
Provide a list of four (4) total client references for executive search work that your firm has performed within the last five (5) years.		**NO - Two references provided**	**YES**	**YES**	**YES**	**YES**	**YES**	**YES**	**YES**
E. Unsuccessful Recruitment or Candidate Dismissal/Resignation									
Provide written details of how the consulting firm approaches both an unsuccessful recruitment and the premature (within 2 years of appointment) dismissal for cause or resignation of identfied candidate.		**NO**	**NO**	**YES**	**YES**	**NO**	**YES**	**YES**	**YES**
F. Professional Fees and Charges									
G. In a separate and sealed envelope, marked "Budget Proposal" to indicate the total not to-exceed cost for the performance of this executive search including fees, and anticipated costs for reimbursable items. Any costs incurred by consulting firms in preparing or submitting their proposal are the firm's sole responsibility.		**NO seperate envelope; 15% of employee's 1st year annual salary**	**YES; $27,000**	**YES; $64,998 - Fees based on level of activities**	**YES; 28% of 1st year salary plus $5,000 fee for administrative services**	**YES; $15,820 plus Consultant Travel Costs, Office Costs**	**NO seperate envelope; $28,900 flat rate plus up to $7,900 expenses**	**YES; $24,500 plus $1,500 expenses, plus $2,500 advertising**	**YES; $21,750 plus expenses for travel and advertising**
Payment terms shall also be included in this envelope.		**YES - 15% of employee's 1st year annual salary; Billed upon employee's offer, acceptance, resignation, due in 30 days**	**YES - initial payment of $7,000 (non-refundable), $20,000 due upon completion**	**Fees listed based on level of activities, NO terms listed**	**YES - Three Installments**	**YES**	**NO**	**YES - Three Payments (40%, 40%, and 20%)**	**YES - Three Installments of 1/3 fee**
EVALUATION CRITERIA									
The proposals shall be evaluated based on the following criteria:									
Responsiveness to the provisions of this RFP	10								

CITY OF CLARKSTON									
RFP-City Manager Executive Search Services Responses Evaluation Template									
RESPONSE REQUIREMENTS: RESPONDENTS		**The Onin Group**	**ABD Talent**	**Primal Staffing**	**Robert Half**	**Slavin Management Group**	**WBCP, Inc.**	**GovHR USA**	**Sumter Consulting**
Thoroughness of proposal and clarity of services to be provided	15								
Prior successful recruitments	15								
Qualifications and experience of the individuals assigned to this engagement	15								
Schedule/Availablity	15								
Reference contact information	15								
Cost of Services	15								
TOTAL EVALUATION SCORE	**100**	-	-	-	-	-	-	-	-
SELECTION PROCESS									
The City Council will review all responses submitted in reference to this RFP and determine the qualification(s) of the proposer.									
A limited number of consulting firms may be invited to participate in interviews with the City Council in a meeting open to the public. At such time, the Council will gather additional information to assist in their selection.									
If invited to participate in an interview, the consulting firm will bear all responsibility for costs associated with the visit, including travel and other associated fees (if necessary).									

CITY OF CLARKSTON

CITY COUNCIL MEETING

BUSINESS AGENDA / MINUTES

MEETING DATE: February 6, 2024

ITEM NO: 8D

HEARING TYPE:
City Council Meeting

ACTION TYPE:
Approval

SUBJECT: To approve a resolution authorizing a Use of Meeting Space Agreement with the Clarkston Community Center in the amount of $20,000 for 2024.

DEPARTMENT:
Administration

PUBLIC HEARING: ☐ YES ☒NO

INFORMATION CONTACT:
Tammi Saddler Jones, Interim City Manager
PHONE NUMBER: 404-296-6489

ATTACHMENTS: ☒YES ☐ NO
Pages:

PURPOSE: To approve a resolution authorizing a Use of Meeting Space Agreement with the Clarkston Community Center in the amount of $20,000 for 2024.

NEED/ IMPACT: The City utilizes the Clarkston Community Center for meetings and activity space for the special events.

RECOMMENDATION:
Staff recommends deferring the Services Agreement with the Clarkston Community Center to the February 27th Work Session.

RESOLUTION NO. _______

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLARKSTON, GEORGIA, AUTHORIZING THE RENEWAL OF THE SERVICES AGREEMENT BETWEEN THE CITY OF CLARKSTON AND THE CLARKSTON COMMUNITY CENTER.

* * * * *

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CLARKSTON, GEORGIA:

Section 1. That the City Council hereby authorizes the renewal of the Service Agreement between the City of Clarkston and the Clarkston Community Center for the City to utilize if needed for meetings and activity space for certain special events. A copy of the agreement is attached hereto as “Exhibit A” and are incorporated herein for all purposes.

PASSED, APPROVED and RESOLVED this ____ day of ____________ 2024.

____
Beverly H. Burks, Mayor

ATTEST:

____
Tomika R. Mitchell, City Clerk

EXHIBIT A

Use of Meeting Space Agreement between
Clarkston Community Center and City of Clarkston

This Services Agreement is entered into this the day of February, 2024, by and between **CLARKSTON COMMUNITY CENTER, INC.,** a Georgia non-profit corporation doing business at 3701 College Avenue, Clarkston, GA 30021, (hereinafter "CCC") and the **CITY OF CLARKSTON,** a Georgia municipal corporation located at 1055 Rowland Street, Clarkston GA 30021, (hereinafter the "City");

WHEREAS, the City is desirous of ensuring greater access to the CCC for Clarkston residents and/or businesses located within Clarkston; and

WHEREAS, the City is in need of meeting and activity space for certain special events; and

WHEREAS, CCC is prepared to provide agreed upon space to Clarkston residents and/or businesses located within Clarkston

NOW, THEREFORE, in consideration of the payment and mutual covenants described herein, the City and CCC do hereby agree as follows:

1) Use of Space by Clarkston Residents and Organizations:

   a) CCC shall dedicate $5,000 (less funds applied to City bookings per Section 2) from City payment per quarter to be applied to the use of CCC meeting space for Clarkston residents or bona fide nonprofit organizations operating in Clarkston. Such funds will be allocated at standard market rates until amount is utilized. (See attached)
   b) One (1) person or one (1) group residing or working within City limits may contract space in Angora Hall, East Room, West Room, or Conference Room at the CCC within the three-month quarter pending availability of space.
      i. One (1) person or one (1) group may contract a series of four (4), five (5) or six (6) two-hour weekly classes/meetings every quarter.
      ii. Should desire for repeat series occur, booking for subsequent series shall occur in the quarter period following the conclusion of the series.
   c) One (1) person or one (1) group may hold two-time, maximum four (4)-hour gathering monthly.
   d) Once reserved, CCC shall not cancel reservation save for emergencies that cause closing of entire Center.
   e) Events requiring sound shall be paid through the city grant, given the funds are available.
   f) Every group or person requesting use of the CCC must make a written request to the CCC and the CCC has the duty to provide the City Manager with a copy of said written request within 48 business hours of the request being received by the CCC to obtain approval by the City Manager or their designee for the use of any or all part(s) of the CCC.
   g) The CCC shall provide a quarterly report of allocations to the City no later than the following dates: March 31, 2024; June 30, 2024; September 30, 2024; and December 31, 2024.

h) If, on ***more than one occasion***, a person/organization is approved to use the CCC but then cancels its scheduled event within 7 days of the scheduled event, that same person/organization is prohibited from using the CCC for any event, for a period of 3 months. A CCC representative shall provide the requesting person/organization with a copy of this rule, in writing, within 24 hours of said request.

2) Use of CCC Facility by City
The CCC shall provide to the City space for training, the State of the City Address, quarterly Town Hall meetings, and other events as needed by the City. Any city official/employee who request CCC space for training, the State of the City Address, quarterly Town Hall meetings, and other events as needed by the City must make a written request to the CCC, and a copy of said request must be provided to the City Manager within 48 hours of the request being received by the CCC. In addition, a request made by any City official/employee for training, the State of the City Address, quarterly Town Hall meetings.

3) Payment to CCC
In consideration for the services and use of facilities contemplated herein, the City shall pay CCC twenty thousand dollars ($20,000.00). This amount shall be paid in quarterly installments of five thousand dollars ($5,000) each. The first such payment shall be made not later than February 29, 2024; the second installment shall be paid not later April 15, 2024; the third installment shall be paid not later than July 15, 2024; the fourth installment shall be paid not later than October, 15 2024.

4) Term and Termination
This Agreement is for a period of one year from adoption. The Agreement may be renewed on an annual basis by written agreement of the Parties subject to appropriation of funds by the City Council. The Agreement may be terminated without cause by either party via thirty (30) days written notice.

SO AGREED, this _____ day of ______________, 2024.

CLARKSTON COMMUNITY CENTER

_________________________________ Date: ___________________________

Luay Sami, Executive Director

CITY OF CLARKSTON

___________________________________ Date: ______________________________

Beverly H. Burks, Mayor

Approved as to form:

Stephen G. Quinn

Stephen G. Quinn

City Attorney

CITY OF CLARKSTON

CITY COUNCIL MEETING

BUSINESS AGENDA ITEM

MEETING DATE: February 6, 2024

ITEM NO: 8F

HEARING TYPE:
Council Meeting

ACTION TYPE:
Approval

SUBJECT: Approve a resolution by the City Council of the City of Clarkston, Georgia for approving a take home city vehicle for the Interim City Manager Tammi Saddler Jones for business use

DEPARTMENT: ADMINISTRATION

PUBLIC HEARING: ☐YES ☒ NO

ATTACHMENT: ☒ YES ☐NO
Pages:

INFORMATION CONTACT: Tammi Saddler Jones, Interim City Manager
PHONE NUMBER: 404-296-6489

PURPOSE: Approve a resolution by the City Council of the City of Clarkston, Georgia for approving a take home city vehicle for the Interim City Manager Tammi Saddler Jones for business use

NEED/ IMPACT:

Prior to my start date of September 5, 2023, when I (Tammi Saddler Jones) was negotiating my contract terms with Mr. Warren Hutmacher with Sumter Local Government Consulting to be your Interim City Manager, I requested a take home vehicle or at least a monthly vehicle allowance. The City of Clarkston denied both of my requests. Mr. Hutmacher informed me that the city preferred I use a city vehicle once I arrived at work each day for city business. However, as I go into my 5th month as the Interim City Manager, I would like to request again that I be allowed to have a take home vehicle for city business.

The City Manager's Office has a dedicated vehicle assigned to it that sits unused in the parking lot each day until I must go to a meeting or when I go check out issues in and around the city. The former city manager had a take home vehicle. At my previous places of employment, I had a take home vehicle. Having a take home vehicle is a common practice in the city management profession. In addition, other directors here in the City of Clarkston that report to me have a take home vehicle.

Currently, at times, I must use my personal vehicle to go to meetings which I should not have to use my personal vehicle for city business. For example, on Thursday, January 25, 2023 I served as a panelist speaker for the Leadership DeKalb Government Day at the City of Decatur City Hall. The meeting started at 3:30PM in Decatur and it was supposed to end around 5pm. For that meeting, I had to drive my personal vehicle to the meeting because it just did not make sense to drive to Decatur in the city vehicle and then drive back to Clarkston in the 5pm traffic to get my personal vehicle. That just seemed like it was not a good use of my time.

This also happened back in October 2023. I had a meeting in Dunwoody. I knew I would have to drive from my house through Dunwoody to get the city vehicle in Clarkston. However, I choose to drive my personal vehicle to the meeting in Dunwoody because it just did not make sense to pass the place I had to go to for the meeting and then go to Clarkston get the city vehicle and then drive back to Dunwoody in the heavy I-285 traffic and then after the meeting drive the city vehicle back to Clarkston to retrieve my personal vehicle. Again, this was not a good use of my time. Although, I was on city business, and I should have been in a city vehicle for that purpose.

As your Interim City Manager, I should not have to go through all these changes. Therefore, I would like to request access to the city vehicle and use it as my take home vehicle until the City Council appoints a permanent city manager. I can assure you that I will take diligent care of the vehicle like I have all the other city issued equipment/items that I am using to do my job efficiently and effectively.

RECOMMENDATION:
Staff recommend approval of the resolution and agreement.

RESOLUTION NO. ________

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF CLARKSTON, GEORGIA APPROVING A TAKE HOME CITY VEHICLE FOR THE INTERIM CITY MANAGER TAMMI SADDLER JONES FOR BUSINESS USE.

*　　　*　　　*　　　*　　　*

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CLARKSTON, GEORGIA:

Section 1. The City Council hereby approves the Agreement for a take-home vehicle for the Interim City Manager Tammi Saddler Jones for business use. A copy of said agreement is attached to this resolution as “Exhibit A” and incorporated herein by reference.

PASSED, APPROVED and RESOLVED this 6th day of February 2024.

CLARKSTON CITY COUNCIL

____
Beverly H. Burks, Mayor

ATTEST:

____
Tomika R. Mitchell, City Clerk

EXHIBIT A

AGREEMENT FOR TAKE HOME VEHICLE FOR INTERIM CITY MANAGER TAMMI SADDLER JONES

This Agreement is made this 6th day of February, 2024, by and between the **City of Clarkston** ("City"), a Georgia municipal corporation, and **Tammi Saddler Jones.** ("Saddler Jones"), a Georgia resident:

WHEREAS, Saddler Jones is the City's Interim City Manager; and

WHEREAS, the City owns a 2024 Ford Edge vehicle known by its VIN 2FMPK4G94RBA56227; and

WHEREAS, the City Council hereby finds that it would benefit the City by allowing Saddler Jones to use said Ford Edge vehicle for business purposes.

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

a) Take Home Vehicle. Saddler Jones may use the 2024 Ford Edge vehicle exclusively for the following purposes: traveling directly between Saddler Jones' residence and City Hall Annex, traveling within the City of Clarkston, traveling on City business within the Atlanta Metro Area (for example, meeting with officials in DeKalb County or Atlanta), and for ancillary purposes during the course of her time commuting to and from City Hall Annex (such as dropping off/picking up her child from school, stopping by the grocery store and/or the dry cleaners).

b) Term and Termination. This Agreement will automatically terminate when Saddler Jones' tenure as city manager ends. This Agreement may be terminated at any time by City, for any or no reason, by giving written notice of same to Saddler Jones.

c) Return of Vehicle. Saddler Jones shall return the vehicle to City within three (3) business days upon termination of this Agreement.

SO AGREED, this 6th day of February, 2024.

City of Clarkston, Georgia	**Tammi Saddler Jones** **Interim City Manager**
______________________________ Mayor Beverly H. Burks	______________________________ Tammi Saddler Jones

Attest:

____
Tomika R. Mitchell, City Clerk

Approved as to form:

____
Stephen G. Quinn
Stephen G. Quinn, City Attorney

CITY OF CLARKSTON
where possibilities grow

CITY OF CLARKSTON

ITEM NO: 8F

CITY COUNCIL WORK SESSION

MEETING TYPE:
City Council Meeting

AGENDA ITEM SUMMARY SHEET

ACTION TYPE:
Approval

MEETING DATE: February 6, 2024

SUBJECT: To approve an ordinance amending and restating the GMEBS Defined Benefit Retirement Plan Adoption Agreement for the Employees of the City of Clarkston.

DEPARTMENT: CITY ADMINISTRATION

PUBLIC HEARING: ☐YES ☒ NO

ATTACHMENT: ☐YES ☐NO
PAGES:

PRESENTER CONTACT INFO: Tomika Mitchell, City Clerk and Dan Defnall, Finance Director
PHONE NUMBER: (404) 296-6489

PURPOSE: To approve an ordinance amending and restating the Georgia Municipal Employees Benefits Systems (GMEBS) Defined Benefit Retirement Plan Adoption Agreement for the Employees of the City of Clarkston.

NEED/ IMPACT: For the GMEBS Defined Benefit Retirement Plan to reflect recent amendments and comply with changes in federal tax law, with the IRS on June 29, 2022. On August 31, 2023, the IRS issued a favorable opinion letter ("IRS opinion letter") for the restated Plan documents. The IRS opinion letter provides assurance to employers providing retirement benefits for their employees through the GMEBS Plan that GMEBS is maintaining a qualified pension benefit program that allows employees to accrue benefits tax-free until retirement benefits are distributed to them.

RECOMMENDATION: Adoption of the ordinance and agreement to meet the March 2, 2024 deadline of submission to Georgia Municipal Association.

GEORGIA MUNICIPAL ASSOCIATION

RISK MANAGEMENT AND EMPLOYEE BENEFITS SERVICES

February 2, 2024

MEMORANDUM VIA E-MAIL
(tmitchell@cityofclarkston.com)

TO: Ms. Tomika R. Mitchell
City Clerk

FROM: Ms. Gwin Hall
Senior Associate General Counsel

SUBJECT: **Action Required: Georgia Municipal Employees Benefit System Defined Benefit Retirement Plan Restatement**

The City of Clarkston previously adopted the Georgia Municipal Employees Benefit System ("GMEBS") Defined Benefit Retirement Plan ("Plan"), which is comprised of the Basic Plan Document and Adoption Agreement. The Plan is considered a "qualified plan" under the Internal Revenue Code, which is important to ensure the tax-exempt status of the trust fund.

To protect the Plan's tax-qualified status, GMEBS filed draft restated Plan documents, updated to reflect recent amendments and comply with changes in federal tax law, with the IRS on June 29, 2022. On August 31, 2023, the IRS issued a favorable opinion letter ("IRS opinion letter") for the restated Plan documents. The IRS opinion letter provides assurance to employers providing retirement benefits for their employees through the GMEBS Plan that GMEBS is maintaining a qualified pension benefit program that allows employees to accrue benefits tax-free until retirement benefits are distributed to them.

To ensure continued tax-qualified status for all GMEBS-member retirement plans, all participating employers must readopt their plans using the most recent IRS-approved Adoption Agreement. To that end, we have completed the attached Adoption Agreement to include the benefit and eligibility provisions that you currently have in place.

If the draft document is acceptable, please have the designated representatives sign and date where indicated (p. 37). Next, please scan and email the document to Gina Gresham at rgresham@gacities.com no later than **March 2, 2024**. We will then countersign it and return an electronic copy to you. Please note, GMEBS will not execute documents that have been edited by the city. If the Adoption Agreement requires revisions, please let us know before adopting it.

The draft Adoption Agreement will take effect on the date of its approval by the governing authority. **Please note that per O.C.G.A. § 47-5-40, the Adoption Agreement has been drafted in the form of an ordinance.**

We have also attached a copy of the restated Basic Plan Document and Amendment 1, which do not need to be adopted by the city. Finally, we have included a summary of key amendments to the Plan relating to the restatement.

If you have any questions about the information provided in this letter or require further information, please contact Gina Gresham.

Encl.

C: Mr. Stephen Quinn, City Attorney, City of Clarkston (w/ encl.)
Ms. Marinetty Bienvenu, Director, Retirement Quality Assurance (w/o encl.)
Ms. Michelle Warner, Director, GMEBS Retirement and DC Programs (w/o encl.)
Mr. Kevin Jeselnik, Assistant General Counsel (w/o encl.)

GEORGIA MUNICIPAL EMPLOYEES BENEFIT SYSTEM

DEFINED BENEFIT RETIREMENT PLAN

AN ORDINANCE
and
ADOPTION AGREEMENT
for

City of Clarkston

Form Pre-approved Plan Adoption Agreement
Amended and Restated for Third Six-Year Cycle, 2020 Cumulative List

TABLE OF CONTENTS

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I. AN ORDINANCE

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

Section 1. The Retirement Plan for the Employees of the City of Clarkston, 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) Basic 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 Clarkston, Georgia**

3. GOVERNING AUTHORITY

Name: **Mayor and Council**
Address: **1055 Rowland Street, Clarkston, GA 30021-1711**
Phone: **(404) 296-6489**
Facsimile:

4. PLAN REPRESENTATIVE

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

Name: **City Clerk**
Address: **1055 Rowland Street, Clarkston, GA 30021-1711**
Phone: **(404) 296-6489**
Facsimile:

5. PENSION COMMITTEE

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

Position:
Position:
Position:
Position:
Position:
Position:
Position:

Pension Committee Secretary: **City Clerk**
Address: **1055 Rowland Street, Clarkston, GA 30021-1711**
Phone: **(404) 296-6489**
Facsimile:

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 the PATH Act, and other applicable federal laws and guidance under IRS Notice 2020-14 (the 2020 Cumulative List).

  ☐ 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))**: ________ ____.

7. EFFECTIVE DATE

NOTE: This Adoption Agreement and any Addendum, with the accompanying Basic 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 Protecting Americans from Tax Hikes Act of 2015 ("PATH Act"); 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 2020-14 (the 2020 Cumulative List) are effective as of the applicable effective dates set forth in the Adoption Agreement and Basic Plan Document. By adopting this Adoption Agreement, with its accompanying Basic Plan Document, the Adopting Employer is adopting a plan document intended to comply with Internal Revenue Code Section 401(a), as updated by the PATH Act and the 2020 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 but not earlier than the first day of the current Plan Year in which the Plan is adopted).

(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 Basic Plan Document or in this Adoption Agreement, the effective date of this restatement shall be _____ **(insert effective date of this Adoption Agreement but not earlier than the first day of the current Plan Year in which the Plan is adopted (unless a retroactive corrective amendment is permitted under EPCRS, Rev. Proc. 2021-30 (or subsequent updated guidance))**. 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 Basic Plan Document or in this Adoption Agreement, the effective date of this restatement shall be **the date of its approval by the Governing Authority** **(insert effective date of this Adoption Agreement but not earlier than the first day of the current Plan Year in which the Plan is adopted (unless a retroactive corrective amendment is permitted under EPCRS, Rev. Proc. 2021-30 (or subsequent updated guidance))**.

This Plan is adopted as an amendment and restatement of the Employer's preexisting GMEBS Adoption Agreement, which became effective on **July 3, 2018** **(insert effective date of most recent Adoption Agreement preceding this Adoption Agreement)**.

The Employer's first Adoption Agreement became effective **July 1, 2003** **(insert effective date of Employer's first GMEBS Adoption Agreement)**. The Employer's GMEBS Plan was originally effective **December 1, 1970** **(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)**: **December 1.**

9. CLASSES OF ELIGIBLE EMPLOYEES

Only Employees of the Adopting Employer who meet the Basic Plan Document'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 Basic Plan Document and the Adoption Agreement, the following Regular Employees are eligible to participate in the Plan **(check one)**:

☒ **ALL** - All Regular Employees, provided they satisfy the minimum hour and other requirements specified under "Eligibility Conditions" below.

☐ **ALL REGULAR EMPLOYEES EXCEPT** for the following employees **(must specify; specific positions are permissible; specific individuals may not be named)**: _________.

B. Elected or Appointed Members of the Governing Authority

An Adopting Employer may elect to permit participation in the Plan by elected or appointed members of the Governing Authority and/or Municipal Legal Officers, provided they otherwise meet the Basic Plan Document'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 held an office of the Employer on November 1, 1978, was**

qualified to participate in the Plan on such date. Each other elected or appointed member of the Governing Authority who holds an office of the Employer 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 November 1, 1978, that such member occupies any elective office of the Governing Authority. (Participation became mandatory effective July 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 said 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)**: ____.

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

10. ELIGIBILITY CONDITIONS

A. **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 Basic Plan Document, 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 Basic Plan Document. 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, the Employee must make a written election to participate within 120 days after employment, election or appointment to office, or if later, the date the Employee 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 Basic Plan Document).

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

13. CREDITED SERVICE

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

A. <u>Credited Past Service with Adopting Employer</u>

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

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

☒ All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service).

☐ All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), except for Service rendered prior to ______________________________ **(insert date)**.

☐ All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), except as follows **(must specify other limitation in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: ________.

☐ No Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service).

(2) Previously Employed, Returning to Service after Original Effective Date. If an Eligible Employee is not employed on the original Effective Date of the Employer's GMEBS Plan, but returns to Service with the Adopting Employer sometime after the Effective Date, said Eligible Employee's Service prior to becoming 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 returning to employment, the Eligible Employee performs Service equal to the period of the break in Service or one (1) year, whichever is less. Any limitations imposed above with respect to Eligible Employees employed on the Effective Date shall also apply.

☐ No Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service).

Other limitation(s) on Recognition of Credited Past Service **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: <u>**Elected or appointed members of the Governing Authority are not eligible for Credited Past Service for Service prior to becoming eligible for participation unless they were serving as an Eligible Regular Employee or an elected or appointed member of the Governing Authority on October 1, 1978.**</u>

(3) Eligible Employees Initially Employed After Effective Date. If an Eligible Employee's initial employment date is after the original Effective Date of the Employer's GMEBS Plan, said Employee's Credited Past Service shall include only the number of years and complete months of Service from the Employee's initial employment date to the date the Employee 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. <u>Prior Military Service</u>

<u>Note</u>: This Section does not concern military service required to be credited under USERRA – See Section 3.02 of the Basic Plan Document 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 Basic Plan Document. 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 **<u>3</u>** years **(insert number)**. **(But see "Other Conditions for Award of Prior Military Service Credit" below regarding Maximum Credit for Prior Military Service and/or prior governmental service combined.)**

(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 **<u>5</u>** 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))**: **<u>To be eligible to receive military service credit hereunder, the Participant must submit to the Pension Committee Secretary a copy of the Participant's DD-214 (military separation papers), reflecting the Participant's prior military service, and any other documentation</u>**

<u>that the Pension Committee Secretary deems necessary to confirm the Participant's eligibility to receive prior military service credit. A Participant's aggregate Credited Service from Prior Military Service, prior governmental service, or a combination thereof, shall not exceed three (3) years in total.</u>

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

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

<u>Note</u>: A Participant's prior service with other GMEBS employers shall be credited for purposes of satisfying the minimum service requirements for Vesting and eligibility for Retirement and pre-retirement death benefits as provided under Section 9.05 of the Basic Plan Document, 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 Basic Plan Document.

(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))**: **<u>Prior governmental service shall include full-time employment with any municipality, county, local school board, joint municipal and county board, local commission (including a regional commission as defined in O.C.G.A. § 50-8-31), or local authority in any state in the United States of America, provided, however, that such Service is not credited toward retirement benefits under any other defined benefit retirement plan if such plan is wholly</u>**

or partially funded by employer contributions. Military service will not be considered governmental service for this purpose, regardless of whether such military service is creditable under Section 13(B) above. If there is a question about whether a Participant's prior service is within the above definition of prior governmental service, the City Attorney shall have sole discretionary authority to determine whether such service is within said definition, and such determination shall be final and binding. Prior governmental service shall not include service with any state or federal government.

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 **3** years **(insert number)**. **(But see "Other Conditions for Award of Prior Governmental Service Credit" below regarding Maximum Credit for Military Service and/or prior governmental service combined.)**

(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 **5** 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)): **<u>A Participant's aggregate Credited Service from Prior Military Service, prior governmental service, or a combination thereof, shall not exceed three (3) years in total.</u>**

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

(1) Credit for Unused Paid Time Off.

Subject to the limitations in Section 3.01 of the Basic Plan Document, 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.

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

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

☒ Unused paid time off shall **not** be treated as Credited Service **(if checked, skip to Section 14 – Retirement Eligibility)**.

☐ The following types of unused paid time off for which the Participant is not paid shall be treated as Credited Service under the Plan **(check one or more as applicable)**:

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

(2) Minimum Service Requirement.

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

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

☐ The Participant must have at least _______ years **(insert number)** of Total Credited Service (not including leave otherwise creditable under this Section).

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

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

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

(4) Maximum Credit for Unused Paid Time Off.

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

(5) Computation of Unused Paid Time Off.

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

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

14. RETIREMENT ELIGIBILITY

A. <u>Early Retirement Qualifications</u>

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

☒ Attainment of age **<u>55</u>** **(insert number)**

☒ Completion of **<u>5</u>** years **(insert number)** of Total Credited Service

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

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

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

☐ Attainment of age _________ **(insert number)**

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

B. **<u>Normal Retirement Qualifications</u>**

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

(1) **<u>Regular Employees</u>**

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

☒ Attainment of age **<u>62</u>** **(insert number)**

☒ Completion of **<u>5</u>** years **(insert number)** of Total Credited Service

☐ In-Service Distribution to Eligible Employees permitted (<u>i.e.</u>, a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, 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)**: ____.

<u>Exceptions</u>: 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 (<u>i.e.</u>, a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, 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 satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, 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 satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, 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. <u>Alternative Normal Retirement Qualifications</u>

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

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

(1) ☒ Not applicable (the Adopting Employer does not offer alternative normal retirement benefits under the Plan).

(2) ☐ **Alternative Minimum Age & Service Qualifications (if checked, please complete one or more items below, as applicable):**

☐ Attainment of age __________ **(insert number)**

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

☐ In-Service Distribution to Eligible Employees permitted (<u>i.e.</u>, a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, 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 the Participant satisfies the above qualifications in order to qualify for this alternative normal retirement benefit.

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

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

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

☐ Must have attained at least age ______ **(insert number)**

☐ Must not satisfy any minimum age requirement

☐ In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if the Participant meets the minimum age and service requirements specified immediately above and satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, 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 the Participant 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 the Participant 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 satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, 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 the Participant 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 satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, 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 the Participant satisfies the qualifications for this alternative normal retirement benefit.

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

(6) ☐ **Other Alternative Normal Retirement Benefit <u>for Public Safety Employees Only</u>**.

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

☐ In-Service Distribution to Eligible Employees who are Public Safety Employees permitted (<u>i.e.</u>, a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if the Participant meets minimum age and service requirements specified immediately above and satisfies the minimum age parameters for In-Service Distribution Described in Section 6.06(a)(3) of the Basic Plan Document, 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 the Participant 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 Basic Plan Document 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 Basic Plan Document. The Disability Retirement benefit shall commence as of the Participant's Disability Retirement Date under Section 2.24 of the Basic Plan Document.

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**. **2.5% (insert percentage)** of Final Average Earnings multiplied by years of Total Credited Service as an Eligible Regular Employee.

This formula applies to:

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

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

☐ (c) **Split Final Average Earnings Formula**. **_____** % **(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) <u>Covered Compensation (complete only if Split Formula(s) is checked above):</u>

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 Basic Plan Document. 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 Basic Plan Document. 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 Basic Plan Document. 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) <u>Final Average Earnings</u>

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 **<u>36</u> (insert number not to exceed 60)** consecutive months of Credited Service preceding the Participant's most recent Termination in which the Participant's Earnings were the highest, multiplied by 12. Note: GMEBS has prescribed forms for calculation of Final Average Earnings that must be used for this purpose.

This definition of Final Average Earnings applies to:

☒ All Participants who are Regular Employees.

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

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

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

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

☐ Not applicable (elected or appointed members of the Governing Authority or Municipal Legal Officers are not permitted to participate in the Plan).

☒ $**<u>35.00</u>** **(insert dollar amount)** per month for each year of Total Credited Service as an elected or appointed member of the Governing Authority or Municipal Legal Officer (service of at least 6 months and 1 day is treated as a year of Total Credited Service; provided, however, than an elected or appointed member of the Governing Authority or Municipal Legal Officer may accrue a maximum of one year of Total Credited Service for every 12-month period of Service as an elected or appointed member of the Governing Authority or Municipal Legal Officer).

This formula applies to:

☒ All elected or appointed members of the Governing Authority or Municipal Legal Officers eligible to participate.

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

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

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

Check and complete one or more as applicable:

☒ (1) **Standard Early Retirement Reduction Table**. The monthly Early Retirement benefit shall be computed in the same manner as the monthly Normal Retirement benefit, but the benefit shall be reduced on an Actuarially Equivalent basis in accordance with Section 12.01 of the Basic Plan Document 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

Number of Years Before [Age ___ (Insert Normal Retirement Age)] (check as applicable)	**Percentage of Normal Retirement Benefit*** (complete as applicable)
☐ 0	1.000
☐ 1	0.___
☐ 2	0.___
☐ 3	0.___
☐ 4	0.___
☐ 5	0.___
☐ 6	0.___
☐ 7	0.___
☐ 8	0.___
☐ 9	0.___
☐ 10	0.___
☐ 11	0.___
☐ 12	0.___
☐ 13	0.___
☐ 14	0.___
☐ 15	0.___

*Interpolate for whole months

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

☒ (1) The monthly Late Retirement benefit shall be computed in the same manner as the Normal Retirement Benefit, based upon the Participant's Accrued Benefit as of the Participant's 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 Basic Plan Document; 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 Basic Plan Document.

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 the Participant's 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 the Participant's 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 the Participant's 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.)

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))**: ____.

G. Multiple Plans

In the event that the Employer maintains multiple plans, the following provisions will apply to the extent necessary to satisfy Code § 415.

____

____

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 Basic Plan Document Section 6.06(c) Regarding Re-Employment as an Ineligible Employee and Basic Plan Document 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 the Participant's 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 the Participant's 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 Basic Plan Document for as long as the Participant remains employed.

☐ (b) The Participant may continue to receive retirement benefits in accordance with Section 6.06(b) of the Basic Plan Document. 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 Basic Plan Document 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 the Participant's 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 the Participant's 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 Basic Plan Document 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 Basic Plan Document. However, the Participant may begin receiving benefits after satisfying 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 Basic Plan Document, in accordance with Section 6.06(b)(2)(B)(i) of the Basic Plan Document.

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 Basic Plan Document.

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 Basic Plan Document. 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 **3.0**% **(insert percentage)**. **(Subject to change at any time by the City.)**

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): **Participants (and their Beneficiaries) who Terminate employment or vacate office on or after July 3, 2018, including Participants (and their Beneficiaries) who Terminated employment or vacated office prior to July 3, 2018, return to Service and Terminate or vacate office again on or after July 3, 2018. In the event a Retired Participant returns to Service on or after July 3, 2018, the 3% fixed annual cost-of-living adjustment shall apply with respect to benefits paid following re-retirement.**

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 Basic Plan Document, 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 the Participant's accrued retirement benefit in accordance with the following schedule **(check one):**

☐ **No vesting schedule (immediate vesting)**.

☒ **Cliff Vesting Schedule**. Benefits shall be 100% vested after the Participant has a minimum of **5** years **(insert number not to exceed 10)** of Total Credited Service. Benefits remain 0% vested until the Participant satisfies this minimum.

☐ **Graduated Vesting Schedule**. Benefits shall become vested in accordance with the following schedule **(insert percentages)**:

COMPLETED YEARS OF TOTAL CREDITED SERVICE	VESTED PERCENTAGE
1	%
2	%
3	%
4	%
5	%
6	%
7	%
8	%
9	%
10	%

<u>Exceptions</u>: 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). Must be at least as favorable as one of the following schedules: (i) 15-year cliff vesting, (ii) 20-year graded vesting, or (iii) for qualified public safety employees, 20-year cliff vesting.)**: ______________.

B. <u>Elected or Appointed Members of the Governing Authority</u>

Subject to the terms and conditions of the Basic Plan Document, a Participant who is an elected or appointed member of the Governing Authority or a Municipal Legal Officer shall earn a vested right in the Participant's 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). Must be at least as favorable as one of the following schedules: (i) 15-year cliff vesting, (ii) 20-year graded vesting, or (iii) for qualified public safety employees, 20-year cliff vesting.)**: ______________________________________.

18. PRE-RETIREMENT DEATH BENEFITS

A. <u>In-Service Death Benefit</u>

Subject to the terms and conditions of the Basic Plan Document, 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 the Participant elected a 100% joint and survivor benefit under Section 7.03 of the Basic Plan Document. In order to be eligible for this benefit, a Participant must meet the following requirements **(check one)**:

☐ The Participant must be vested in a normal retirement benefit.

☐ The Participant must have ______ years **(insert number)** of Total Credited Service.

☐ The Participant must be eligible for Early or Normal Retirement.

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

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

☒ The Participant shall be eligible upon satisfying the eligibility requirements of Section 8.02(c) of the Basic Plan Document.

☐ 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 Basic Plan Document Section 8.02(b) regarding 10-year cap on additional Credited Service.)**

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

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

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

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

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

B. **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 Basic Plan Document, 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 the Participant elected a 100% joint and survivor benefit under Section 7.03 of the Basic Plan Document.

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

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

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

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

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

☐ Not to pick up Employee Contributions.

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

☐ Interest shall not be paid.

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

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

20. MODIFICATION OF THE TERMS OF THE ADOPTION AGREEMENT

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

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

21. TERMINATION OF THE ADOPTION AGREEMENT

This Adoption Agreement (and any Addendum) may be terminated only in accordance with the Plan. The Administrator will inform the Adopting Employer in the event the Board should decide to discontinue this pre-approved plan 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 pre-approved plan opinion letter if it makes certain elections under the Adoption Agreement or the Addendum, and that the failure to properly complete the Adoption Agreement may result in a failure of the Adopting Employer's Plan to be a qualified plan.

The Adopting Employer hereby agrees to abide by the Basic Plan Document, 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 Basic Defined Benefit Plan Document) and any other applicable provisions of O.C.G.A. Title 47;

(2) The Basic 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 Basic Defined Benefit Retirement Plan Document approved by the Internal Revenue Service under opinion letter Q705465a dated August 31, 2023. 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), Basic 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 opinion 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 pre-approved plan provider 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 pre-approved plan provider 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 Provider 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 pre-approved plan as described in Revenue Procedure 2017-41; 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 opinion letter, the Provider'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 pre-approved plan opinion letter.

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

AN ORDINANCE (continued from page 1)

Section 2. Except as otherwise specifically required by law or by the terms of the Basic Plan Document 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 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 the date of its approval by the Governing Authority **(not earlier than the first day of the current Plan Year in which the Plan is adopted, unless a retroactive corrective amendment is permitted under EPCRS, Rev. Proc. 2021-30 (or subsequent updated guidance))**.

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

Approved by the Mayor and Council of the City of Clarkston, Georgia this _______ day of ____________________, 20_____.

Attest: CITY OF CLARKSTON, GEORGIA

_______________________ _______________________________

City Clerk **Mayor**

(SEAL)

Approved:

____

City Attorney

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

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

Board of Trustees
Georgia Municipal Employees
Benefit System

(SEAL)

____

Secretary

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

I. GENERAL OVERVIEW

On August 31, 2023, the IRS issued a favorable opinion letter for the Amended and Restated Third Six-Year Cycle Georgia Municipal Employees Benefit System Defined Benefit Retirement Plan ("DB Plan" or "Plan"). The Plan, as approved, incorporates required federal law updates, as well as administrative updates adopted by the Board of Trustees of GMEBS over the last several years. The IRS requires that each Adopting Employer sign an updated DB Plan Adoption Agreement (and Addendum, if applicable).

II. SUMMARY OF KEY CHANGES TO THE BASIC PLAN DOCUMENT

Participating employers have already been apprised of the content of all amendments adopted by the Board before August 31, 2023. However, during its review, the IRS required GMEBS to include additional amendments in the restated Plan documents. The following information summarizes those amendments, as well as Amendment 1 to the Basic Plan Document, which was approved by the Board of Trustees on September 22, 2023.

- **Change from "Master Plan Document" to "Basic Plan Document"** – The IRS changed its terminology for pre-approved plan documents from "Master Plan document" to Basic Plan Document."

- **Removal of Outdated Language** – GMEBS amended the Plan for administrative purposes to move provisions that were no longer in effect or no longer applicable.

- **Minimum Age Limits for In-Service Distribution** – As a general rule, employees or elected officials may not draw retirement benefits while employed. The Basic Plan document states that if a plan allows in-service distribution, a participant must be at least age 62, or satisfy certain "safe harbor" age and service combinations established in IRS regulations, to receive retirement benefits while employed. If a plan allows in-service distribution and has an alternative normal retirement provision with a minimum age of at least 50 specifically for public safety employees (or that satisfies certain IRS "safe harbor" age and service qualifications that apply to public safety employees), public safety employees who are eligible for the alternative normal retirement may receive an in-service distribution even if they are younger than age 62. Though Congress amended federal law in 2019 to allow plans to set normal retirement ages at a minimum age of 59 ½, the IRS's opinion letter for the DB Plan specified it would not apply to plans that allowed in-service distribution at ages younger than 62 (or 50 for public safety employees) or that did not satisfy one of the IRS's safe harbors for in-service distribution. **As in prior restatements, GMEBS plans that currently have in-service distribution provisions that don't meet these requirements will have the opportunity to file for separate IRS approval of these provisions.** "In-service distribution" means a distribution of normal or alternative normal retirement benefits without a bona fide separation from service. A "bona fide separation from service" is a separation from service of at least six months with no expectation of returning to service.

- **Removal of Public Employment Related Crime Provisions** – At the request of the IRS, GMEBS removed language concerning the reduction or forfeiture of a participant's benefits following a final conviction of a public employment related crime from the Basic Plan Document. State laws requiring a reduction in or forfeiture of retirement benefits if a participant is convicted of a public employment related crime still apply but are no longer mentioned in the Plan documents.

- **Clarification of Process for Locating an Individual Owed Benefits** – As required by the IRS, the restated Basic Plan Document details the steps an employer offering benefits under the DB Plan must take to locate an individual to whom benefits are owed under the Plan. These steps include searching Plan-related and publicly available records or directories for alternative contact information; sending certified mail to the individual's last known mailing address and reaching out through appropriate means for address or contact information (such as email addresses and phone numbers) available to the employer; and using either a commercial locator service, a credit reporting agency or internet search tools to find the individual.

- **Federal Tax Law Updates** – The Basic Plan Document contains several federal tax law updates, including allowing rollovers to SIMPLE IRAs in certain situations, updating mortality table language relating to annual benefit limits, and allowing employers to amend the plan as necessary to satisfy Section 415 of the Internal Revenue Code, even if doing so impacts benefits.

- **Voting Representative; Trustees** – GMEBS updated language in the Basic Plan Document designating employers' voting representative for GMEBS purposes to be consistent with the GMEBS Bylaws. The language provides that, unless otherwise directed by an employer's chief executive, a GMEBS trustee will be considered his or her employer's designated voting representative. For all other employers, the chief executive or administrative officer will be the employer's voting representative.

- **Use of Trust Fund Assets** – The Basic Plan Document stipulates that trust fund assets can be used to pay reasonable fees, taxes and expenses of the Plan and Trust.

- **Reversion of Assets in Event of Plan Termination** – Per the request of the IRS, GMEBS amended the Basic Plan Document to state that, in the event an employer's plan is terminated, excess trust fund assets remaining after paying all vested accrued benefits to all participants can only revert to the employer if the excess was due to an actuarial error.

- **Added Language to Adoption Agreement Regarding Compliance with Federal Law when an Employer Has More than One Defined Benefit Retirement Plan** – Per the request of the IRS, the Adoption Agreement contains a new Section 15(G) concerning Section 415(b) of the Internal Revenue Code, when an employer has more than one defined benefit retirement plan. This provision will be blank in most GMEBS employers' Adoption Agreements.

SUMMARY OF KEY AMENDMENTS

- **Adjusted Minimum Ages for Commencement of Required Minimum Contributions** – The SECURE Act of 2019 and 2022's SECURE 2.0 raised the age at which participants have to start drawing retirement benefits. These changes were not included in the restated Basic Plan Document reviewed by the IRS. However, on September 23, 2023, the Board of Trustees of GMEBS adopted Amendment 1 to the Restated Plan to implement these updates. Currently, a terminated vested participant must retire no later than the April 1 following the date the participant turns 73. Starting in 2033, a terminated vested participant must retire no later than the April 1 following the date the participant turns 75.

RESOLUTION OF THE
BOARD OF TRUSTEES OF THE
GEORGIA MUNICIPAL EMPLOYEES BENEFIT SYSTEM

APPROVAL OF AMENDMENT 1 TO THE THIRD CYCLE RESTATED GMEBS DEFINED BENEFIT RETIREMENT PLAN (APPROVED BY THE IRS AUGUST 31, 2023)

WHEREAS, the Board of Trustees ("Board") of the Georgia Municipal Employees Benefit System ("GMEBS") previously adopted the GMEBS Defined Benefit Retirement Plan ("Plan"), which received a favorable advisory letter from the Internal Revenue Service ("IRS") on March 30, 2018, and was most recently amended by the Board on December 2, 2022, through the Board's approval of Amendment 4 to the Restated GMEBS Defined Benefit Retirement Plan;

WHEREAS, the Board periodically updates and restates the Plan with the IRS to ensure the qualified status of the Plan under Section 401(a) of the Internal Revenue Code;

WHEREAS, GMEBS most recently submitted the Plan to the IRS for restatement purposes on June 29, 2022;

WHEREAS, on August 31, 2023, the IRS issued a favorable opinion letter for the Plan;

WHEREAS, under the IRS's practices and procedures relating to plan restatements, certain amendments the Board had previously made to the Plan to implement applicable provisions of the SECURE Act of 2019 and SECURE Act 2.0 concerning the beginning age for required minimum distributions, were not included in the Plan documents submitted to the IRS for restatement purposes;

WHEREAS, the Board has reserved the right to amend the Plan on behalf of Adopting Employers to retain the qualified status of the Plan in Section 18.02 of the Basic Plan Document; and

WHEREAS, the Trustees now wish to amend the newly restated Plan ("Third Cycle Restated GMEBS Defined Benefit Retirement Plan") to implement applicable provisions of the SECURE Act of 2019 and SECURE Act 2.0 concerning the beginning age for required minimum distributions.

NOW, THEREFORE BE IT RESOLVED, this Amendment 1 is hereby adopted to amend the Basic Plan Document effective as set forth herein:

1. Section 10.01(b), concerning distribution rules imposed by federal law, are amended to update the age for a Participant's required beginning date, as follows:

(a) A Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's required beginning date. For purposes of this Section, "required beginning date" means April 1 of the calendar year following the later of (i) the calendar year in which the Participant reaches the applicable age or (ii) the calendar year in which the Participant Retires. For purposes of this Section, "applicable age" (as defined under Code Section 401(a)(9)(C)(v)) means:

(1) Age seventy and one-half (70 ½) (for a Participant who was born on or before June 30, 1949);
(2) Age seventy-two (72) (for a Participant who was born on or after July 1, 1949, but before 1951); or
(3) Age seventy-three (73) or the otherwise applicable age under Section 401(a)(9)(C)(v) of the Internal Revenue Code (for a Participant who was born in 1951 or later).

2. Section 10.01(c)(1), concerning distribution rules imposed by federal law, are amended to update the Participant's age for the purpose of distributions to his or her surviving spouse when said surviving spouse is the sole Designated Beneficiary, as follows:

(b) If the Participant dies before distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:

(1) If the Participant's surviving spouse is the Participant's sole designated beneficiary, then distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained the applicable age, if later.

RESOLVED FURTHER by the Board that the appropriate officers and employees of GMA or the Administrator are authorized to take any and all actions that they deem appropriate or necessary to effectuate the foregoing resolutions on behalf of the Board, including but not limited to making non-substantive modifications to Plan documents as necessary, and that all prior actions taken in effectuating the Restated Plan documents and cooperation with IRS requests and directives are hereby ratified and confirmed in all respects.

RESOLVED FURTHER that the amendments herein shall take effect October 1, 2023.

The terms of this Resolution are approved and agreed to by the Board of Trustees of the Georgia Municipal Employees Benefit System this 22 day of September, 2023.

Attest:

Larry H Hanson

Larry Hanson, Secretary-Treasurer

Georgia Municipal Employees Benefit System

Rebecca L. Tydings, Chair

Adopted by the Board of Trustees at the meeting held on September 22, 2023.