

Johnny Crist, Mayor
Brian Burchik, Post 1
Scott Batterton, Post 2



Eddie Price, Post 3
Tim Dunn, Post 4

Small town. Big difference.

**CITY COUNCIL
WORK SESSION AGENDA**

**CITY OF LILBURN, GA
76 MAIN STREET
LILBURN, GA 30047**

March 14, 2016

CITY HALL – CONFERENCE ROOM

6:30 p.m.

As set forth in the Americans with Disabilities Act of 1990, the City of Lilburn does not discriminate on the basis of disability in the admission or access to, or treatment or employment in its programs or activities. Doug Stacks, 76 Main Street, Lilburn, GA 30047 has been designated to coordinate compliance with the non-discrimination requirements contained in section 13.107 of the Department of Justice regulations, information concerning the provisions of the Americans with Disabilities Act, and the rights provided thereunder, are available from the ADA coordinator.

The City of Lilburn will assist citizens with special needs given proper notice (seven working days). Any requests for reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of the City of Lilburn should be directed to Doug Stacks, 76 Main Street, Lilburn, GA 30047, telephone number 770-921-2210.

I. CALL TO ORDER

II. ANNOUNCEMENTS

- Emory Morsberger– Lilburn CID – Brief update.

III. AGENDA

1. SPECIAL USE PERMIT 2016-01 – BALENGER CONSULTING, INC. – 4060 LAWRENCEVILLE HIGHWAY – DISTRICT 6, LAND LOT 150, PARCEL 002B, AUTO TRUCK SERVICE CENTER – DIRECTOR OF PLANNING & ECONOMIC DEVELOPMENT
2. SPECIAL USE PERMIT 2016-02 – PARADISE GROUP, LLC, 4290 LAWRENCEVILLE HIGHWAY DISTRICT 6, LAND LOT 149, PARCEL 196, AUTO & TRUCK SERVICE CENTER – DIRECTOR OF PLANNING & ECONOMIC DEVELOPMENT
3. APPROVAL TO ADOPT RESTATED GMA 401(A) DEFINED CONTRIBUTION PLAN MASTER PLAN DOCUMENT AND 401(A) DC ADOPTION AGREEMENT – HUMAN RESOURCE DIRECTOR

IV. ADJOURNMENT



Small town. Big difference.

City of Lilburn
76 Main Street
Lilburn, GA 30047

City Council
Meeting Agenda

Auditorium
Monday, March 14, 2016
7:30 p.m.

Council

Johnny Crist, Mayor
Brian Burchik, Post 1
Scott Batterton, Post 2
Eddie Price, Post 3
Tim Dunn, Post 4

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- I. **CALL TO ORDER**
- II. **ROLL CALL**
- III. **PLEDGE TO THE FLAG**
- IV. **APPROVAL OF AGENDA**
- V. **ANNOUNCEMENTS**
- VI. **CEREMONIAL MATTER**
 - Presentation of Youth Art Month Proclamation to the Lilburn Woman's Club.
- VII. **PUBLIC COMMENT – NONE**
- VIII. **APPROVAL OF MINUTES**
 - Consideration of the City Council Regular meeting minutes from February 8, 2016.
- IX. **PUBLIC HEARING**
 1. **PUBLIC HEARING – SPECIAL USE PERMIT 2016-01 – BALENGER CONSULTING, INC. – 4060 LAWRENCEVILLE HIGHWAY – DISTRICT 6, LAND LOT 150, PARCEL 002B, AUTO TRUCK SERVICE CENTER – DIRECTOR OF PLANNING & ECONOMIC DEVELOPMENT**

APPLICANT'S INTENT

The applicant intends to rent the larger portion of his building to Amigo Auto Repair, who is currently operating at the adjoining property to the east. Access to the service bays would be from the rear of the building. No addition to the building or any expansion of the parking lot is proposed. The owner intends to maintain an office in the smaller part of the building.

ZONING HISTORY

According to tax records, the subject property was developed in 1967. It has been used continuously as a commercial business. The site currently accommodates offices and work space of a private glass installation company. Automotive service uses adjoin the property on all sides.

ANALYSIS OF REZONING REQUEST

The applicant intends to rent the larger portion of his building to Amigo Auto Repair, who is currently operating at the adjoining property to the east. Access to the service bays would be from the rear of the building. No addition to the building or any expansion of the parking lot is proposed. The owner intends to maintain an office in the smaller part of the building.

ANALYSIS OF SPECIAL USE PERMIT REQUEST

The site is within the US 29 Overlay District. Though zoned CB, the Lilburn Zoning Ordinance (Article 6, Section 602) requires a Special Use Permit for the provision of Auto and Truck Service Center with supplemental conditions enumerated in Section 603. Because this is an existing building with existing office and glass repair business only the following shall apply:

1. *Special use permit required in CB/US 29 Overlay.*
2. ~~*In CB and US 29 Overlay, auto repair and service buildings shall be designed in consideration of the context of the site and area. The design shall complement and be compatible with the predominant architectural theme of the U.S. 29 Overlay or of the integrated development site.*~~
3. *No body and paint repair.*
4. *Service permitted only in enclosed bays.*

5. *All service bays shall be oriented so as to parallel U.S. 29 and other major arterial roadways on which they are located, and/or when within 300 feet of property zoned or used for residential uses.*
6. *All service bays shall have a 100 percent opaque screen of a minimum of three and one-half feet on surrounding street frontages ~~within 2 years of issuance of CO.~~*

In addition, according to Section 501-6 Principal building entrances shall be oriented to public streets. Garage and loading bay entrances shall be oriented to the rear or side of the building and shall not be visible from the street along the building's frontage. The site suits itself well to meeting these requirements and no significant building improvements are proposed. The site has all utilities available; however, it is served by a septic system.

The Planning Commission met and recommends approval of the SUP with Staff's recommended conditions. They are as follows:

1. *Building shall be repainted to a color approved by the Director of Planning prior to issuance of CO for the change in use.*
2. *Building shall be renovated with a floor drain to accommodate an approved oil/grit separator in accordance with Gwinnett County sewer code. No washing of vehicles or parts shall be permitted outside the building.*
3. *No outside storage or outdoor display shall be permitted.*
4. *The Special Use Permit shall apply to the current property owner only.*

Staff recommends a motion to approve Ordinance No. 2016-499 granting Special Use Permit 2016-06 with conditions.

Attachment: *Application, Staff Analysis, Planning Commission Minutes, Ordinance No. 2016-499*

2. PUBLIC HEARING – SPECIAL USE PERMIT 2016-02 – PARADISE GROUP, LLC, 4290 LAWRENCEVILLE HIGHWAY – DISTRICT 6, LAND LOT 149, PARCEL 196, AUTO & TRUCK SERVICE CENTER – DIRECTOR OF PLANNING & ECONOMIC DEVELOPMENT

APPLICANT'S INTENT

The applicant intends to demolish the existing 5,671 sf building and construct a new 1,820 sf oil change facility with the option to use a bay for emissions testing.

ZONING HISTORY

According to tax records, the subject property was developed in 1988. The site was developed to accommodate commercial medical offices and all utilities are on site, but the building has been vacant for several years.

ANALYSIS OF SPECIAL USE PERMIT REQUEST

The site is within the US 29 Overlay District. Though zoned CB, the Lilburn zoning ordinance (Article 6, Section 602 and 603) requires a Special Use Permit for the provision of Auto/Truck Service Center Use with supplemental conditions.

1. *Special use permit required in CB or U.S. 29 Overlay.*
2. *In CB and U.S. 29 Overlay, auto repair and service buildings shall be designed in consideration of the context of the site and area. The design shall complement and be compatible with the predominant architectural theme of the U.S. 29 Overlay or of the integrated development site.*
3. *No body and paint repair.*
4. *Service permitted only in enclosed bays.*

5. *All service bays shall be oriented so as to parallel U.S. 29 and other major arterial roadways on which they are located, and/or when within 300 feet of property zoned or used for residential uses.*
6. *All service bays shall have a 100 percent opaque screen of a minimum of three and one-half feet on surrounding street frontages within two years of CO.*

As a redevelopment site with a new building, the subject property shall be constructed in accordance with the US 29 Overlay requirements and all other applicable codes. All utilities are currently provided on site and access to the property is from Woodcliff Drive – a private road.

The Lilburn Police Department has no objections to this request.

The Planning Commission met and recommends approval of the SUP with Staff's recommended conditions. They are as follows:

1. *Building shall be constructed with approved oil/grit separator in accordance with Gwinnett County sewer code requirements. No washing of vehicles or parts shall be permitted outside the building.*
2. *No outside storage or display of any type shall be permitted.*
3. *Light poles and fixtures shall be designed and directed so as to minimize impacts to residential uses to the south.*

Staff recommends a motion to approve Ordinance No. 2016-500 granting Special Use Permit 2016-02 with conditions.

Attachment: *Application, Staff Analysis, Planning Commission minutes, Ordinance No. 2016-500*

X. AGENDA

3. APPROVAL TO ADOPT RESTATED GMA 401(A) DEFINED CONTRIBUTION PLAN MASTER PLAN DOCUMENT AND 401(A) DC ADOPTION AGREEMENT – HUMAN RESOURCE DIRECTOR

GMA has restated the Defined Contribution 401(a) Master Plan to incorporate provisions of the Pension Protection Act of 2006, the Heroes Earnings and Assistance and Relief Tax of 2007, the Worker, Retiree, and Employer Recovery Act of 2008, the final Treasury regulations under Code Section 415 published on April 5, 2007, and model amendments provided under IRS Notice 2009-82.

The 401(a) Adoption Agreement has been restated to clarify eligible employees included in the plan and sets time limits on post-severance compensation for purposes of determining Contributions to the Plan.

Staff recommends a motion to approve the adoption of the restated GMA 401(a) Defined Contribution Master Plan Document and the 401(a) Defined Contribution Adoption Agreement.

Attachment: *Memorandum from GMA, Summary of Changes to Restated 401(a) DC Plan, Resolution & Adoption Agreement and Addendum to GMA 401(a) DC Plan Adoption Agreement*

XI. ADJOURNMENT



Small town. Big difference.



YOUTH ART MONTH 2016

The Arts in the Community Program of the GFWC Lilburn Woman's Club

WHEREAS, art education contributes powerful educational benefits to all elementary, middle, and secondary students including the following; and

WHEREAS, art education develops students' creative problem-solving and critical thinking abilities; art education teaches sensitivity to beauty, order, and other expressive qualities; art education gives students a deeper understanding of multi-cultural values and beliefs; and

WHEREAS, art education reinforces and brings to life what students learn in other subjects; and art education interrelates student learning in art production, art history, art criticism, and aesthetics; our national leaders have acknowledged the necessity of including arts experiences in all students' education; and

WHEREAS, the Lilburn Woman's Club shall observe Youth Art Month on March 20, 2016, by hosting a children's art show, *Spring into Art* at the City Hall Municipal Complex Auditorium; and

WHEREAS, the National Art Education Association© in conjunction with the Georgia Art Education Association, and the Lilburn Woman's Club as part of the GFWC project, *Arts in the Community*, all strive to better the human condition by upgrading visual awareness and the cultural strength of Georgia;

NOW THEREFORE BE IT PROCLAIMED, that March 2016 shall be observed as *Youth Art Month*TM. All citizens are urged to take interest in and give full support to quality school art programs for children and youth.

IN WITNESS THERETO, I have set my hand and cause this Seal to be fixed this 14th day of March, 2016.

Johnny D. Crist
Mayor

CITY OF LILBURN
ITEM 1
PUBLIC HEARING

Date:	March 2, 2016	To:	Mayor and Council
From:	Doug Stacks	Department:	Planning & Econ Dev't
Work Session Date:	March 14, 2016	Presenter:	Doug Stacks
Agenda Title:	Special Use Permit 2016-01 – Balenger Consultants, Inc. 4060 Lawrenceville Highway – District 6, Land Lot 150 Parcel 002B Auto & Truck Service Center 0.7± acres		
Audio/Visual Req'ts:	n/a	Meeting Date:	March 14, 2016

Agenda Item (Background/History/Details):

APPLICANT'S INTENT

The applicant intends to rent the larger portion of his building to Amigo Auto Repair, who is currently operating at the adjoining property to the east. Access to the service bays would be from the rear of the building. No addition to the building or any expansion of the parking lot is proposed. The owner intends to maintain an office in the smaller part of the building.

ZONING HISTORY

According to tax records, the subject property was developed in 1967. It has been used continuously as a commercial business. The site currently accommodates offices and work space of a private glass installation company. Automotive service uses adjoin the property on all sides.

ANALYSIS OF REZONING REQUEST

The applicant intends to rent the larger portion of his building to Amigo Auto Repair, who is currently operating at the adjoining property to the east. Access to the service bays would be from the rear of the building. No addition to the building or any expansion of the parking lot is proposed. The owner intends to maintain an office in the smaller part of the building.

ANALYSIS OF SPECIAL USE PERMIT REQUEST

The site is within the US 29 Overlay District. Though zoned CB, the Lilburn Zoning Ordinance (Article 6, Section 602) requires a Special Use Permit for the provision of *Auto and Truck Service Center* with supplemental conditions enumerated in *Section 603*. Because this is an existing building with existing office and glass repair business only the following shall apply:

1. *Special use permit required in CB/US 29 Overlay.*
2. ~~*In CB and US 29 Overlay, auto repair and service buildings shall be designed in consideration of the context of the site and area. The design shall complement and be compatible with the predominant architectural theme of the U.S. 29 Overlay or of the integrated development site.*~~
3. *No body and paint repair.*
4. *Service permitted only in enclosed bays.*
5. *All service bays shall be oriented so as to parallel U.S. 29 and other major arterial roadways on which they are located, and/or when within 300 feet of property zoned or used for residential uses.*
6. *All service bays shall have a 100 percent opaque screen of a minimum of three and one-half feet on surrounding street frontages ~~within 2 years of issuance of CO.~~*

In addition, according to *Section 501-6 Principal building entrances shall be oriented to public streets. Garage and loading bay entrances shall be oriented to the rear or side of the building and shall not be visible from the street along the building's frontage.* The site suits itself well to meeting these requirements and no significant building improvements are proposed. The site has all utilities available; however, it is served by a septic system.

The Planning Commission met and recommends approval of the SUP with Staff's recommended conditions. They are as follows:

1. Building shall be repainted to a color approved by the Director of Planning prior to issuance of CO for the change in use.
2. Building shall be renovated with a floor drain to accommodate an approved oil/grit separator in accordance with Gwinnett County sewer code. No washing of vehicles or parts shall be permitted outside the building.
3. No outside storage or outdoor display shall be permitted.
4. The Special Use Permit shall apply to the current property owner only.

Staff Recommendation:

Staff recommends a motion to approve Ordinance No. 2016-499 granting Special Use Permit 2016-06 with conditions.

Department Head Approval:

Mayor's Signature Required:

YES

NO

List Attachments:

1. Application
2. Staff Analysis
3. Planning Commission minutes
4. Adoption Ordinance 2016-499



City of Lilburn

in Gwinnett County

State of Georgia

Ordinance

Number:

2016-499

Date of Reading and Adoption: March 14, 2016

At the meeting of the Lilburn City Council held at 76 Main Street, Lilburn, Georgia.

**AN ORDINANCE TO AMEND THE CODE OF THE CITY OF LILBURN, GEORGIA
WITH RESPECT TO ZONING UPDATE OF OFFICIAL ZONING MAP
Special Use Permit 2016-01**

An ordinance to amend the Official Zoning Map of the City of Lilburn approving a **Special Use Permit (SUP-2016-01)** on property located at 4060 Lawrenceville Highway; District 6, Land Lot 150, Parcel 002B; containing 0.7± acres.

WHEREAS, the Code of the City of Lilburn entitled Official Zoning Resolution provides that the text thereof may be amended from time to time by ordinance of the City of Lilburn; and

WHEREAS, the Applicant, Balenger Consultants, Inc., has applied for a Special Use Permit; and

WHEREAS, the City of Lilburn Planning Commission met on February 25, 2016, and recommended approval to the Mayor and City Council for action;

NOW THEREFORE BE IT ORDAINED that the Mayor and City Council of the City of Lilburn, Georgia hereby approves the Special Use Permit with conditions as follows:

1. Building shall be repainted to a color approved by the Director of Planning prior to issuance of CO for the change in use.
2. Building shall be renovated with a floor drain to accommodate an approved oil/grit separator in accordance with Gwinnett County sewer code. No washing of vehicles or parts shall be permitted outside the building.
3. No outside storage or outdoor display shall be permitted.
4. The Special Use Permit shall apply to the current property owner only.

BE IT FURTHER ORDAINED that this ordinance becomes effective upon its adoption.

BE IT FURTHER ORDAINED that all regulations or parts of regulations in conflict with this Ordinance are hereby rescinded to the extent of said conflict.

SO ORDAINED this the 14th day of March, 2016.

Johnny D. Crist, Mayor
City of Lilburn

ATTEST:

Melissa L. Penate, City Clerk

Members Present: Chairman-Hugh Wilkerson, Vice Chairman-Michelle West Joe Gennusa, and Emil Powella

Members Absent: - AJ Passman **Quorum Present:** Yes.

Staff Members Present: Doug Stacks – Planning & Economic Development Director
Joellen Wilson – City Planner

Work Session: Yes.

- I. **Call to Order:** 7:30 PM by Hugh Wilkerson, Chairman.
- II. **Approval of Agenda:** Motion by Powella. Second by Gennusa. All for.
- III. **Approval of Minutes – January 28, 2016:** Motion by Powella. Second by Gennusa. All for.
- IV. **Old Business:** None
- V. **New Business:**
 - a. **SUP-2016-01.** Application of Balenger Consultants for a Special Use Permit to allow an auto and truck service use on approximately 0.73 acres of property zoned CB. Property is located at 4060 Lawrenceville Highway, being in District 6, Land Lot 147, Parcel 002B.

Staff summarized the proposed intent, zoning history and analysis of zoning request for Special Use Permit with regard to Section 1003-7 (*Criteria for amendments to the official zoning map*). The proposed *Auto and Truck Service Center (repair)* use requires a Special Use Permit in CB/US 29 Overlay District and is restricted by zoning conditions. The current owner intends to maintain an office at this location while leasing space to the Amigo auto repair business, which intends to move from their current location on the adjacent property. Staff noted the subject site provides two service bays accessible from the rear in conformance with the US 29 Overlay requirements and the site has all utilities available; however, it is served by a septic system.

Staff recommended **APPROVAL** of the SUP with conditions:

1. Building shall be repainted to a color approved by the Director of Planning prior to issuance of CO for the change in use.
2. Building shall be renovated, with a floor drain to accommodate an approved oil/grit separator, in accordance with Gwinnett County sewer code. No washing of vehicles or parts shall be permitted outside the building.
3. No outside storage or outdoor display shall be permitted.
4. The Special Use Permit shall apply to the current property owner only.

Ms. Watson, a representative of Amigo Auto Repair addressed reasons for the move (more parking and building space) and agreed to the conditions. There was no public comment/opposition.

Genusa moved to approve the request for SUP with conditions as submitted by staff. Powella seconded. All voted for.

- b. **SUP-2016-02.** Application of Paradise Group, LLC for a Special Use Permit to allow an auto and truck service center on approximately 0.95 acres of property zoned CB. The property is located 4290 Lawrenceville Highway, within District 6, Land Lot 149, Parcel 196.

Staff summarized the proposed intent, zoning history and analysis of zoning request for Special Use Permit with regard to Section 1003-7 (*Criteria for amendments to the official zoning map*). The proposed *Auto and Truck Service Center (oil change)* use requires a Special Use Permit in CB/US 29 Overlay District and is restricted by zoning conditions. The conceptual site plan doesn't include all site details but applicant intends to demolish the existing building and redevelop the site in accordance with US 29 Overlay District requirements and all other applicable codes.

Staff recommended **APPROVAL** of the SUP for Auto/Truck Service Center with conditions:

1. Building shall be constructed with approved oil/grit separator in accordance with Gwinnett County sewer code requirements. No washing of vehicles or parts shall be permitted outside the building.
2. No outside storage or outdoor display of any type shall be permitted.
3. Light poles and fixtures shall be designed and directed so as to minimize impacts to residential uses to the south.

Mr. Mattson, applicant, spoke regarding the difficulty in finding a tenant for the vacant building. On behalf of "Take 5" he described the drive through business model and agreed with the recommended conditions. He agreed to provide Planning and Development information in response to questions regarding location of used oil tanks, number of employees, State requirements for waiting area associated with emissions station, and schedule for construction (6 months-1 yr). There was no public comment/opposition.

Powella moved to approve the request for SUP with conditions as submitted by staff. West seconded. All voted for.

- VI. **Adjournment:** West moved to adjourn. Seconded by Joe Genusa. All for. Meeting was adjourned at approximately 7:46 PM.

Hugh Wilkerson



Special Use Permit Application

CASE NUMBER: SUP-2016-01

Date Received: 1/25/2016

Please type or print using BLACK ink

Applicant: <u>Balenger Consultants</u>	Property Owner: <u>William H Balenger JR</u>
Address: <u>4060 Lawrenceville Hwy</u>	Address: <u>4060 St 600 6720 County Line Rd</u>
City, State & Zip: <u>Lilburn GA 30047</u>	City, State & Zip: <u>LULA GA 300 30554</u>
Contact Person: <u>Hut Balenger</u>	Owner Contact: <u>Hut Balenger</u>
Business Phone: <u>770 654 4958 C</u>	Business Phone: <u>770 925-0133</u>
Email: <u>Rebel glass co @ gmail, com</u>	Email: <u>rebel glass co @ gmail .com</u>
Cell Phone: <u>770 925-0133 0</u>	Cell Phone: <u>770 654-4958</u>

APPLICANT IS THE Owner's Agent Property Owner Contract Purchaser

ADDRESS OF PROPERTY: 4060 Lawrenceville Hwy Lilburn GA 30047

LAND DISTRICT: _____ LAND LOT(S): _____ PARCEL(S): _____ ACRE(S): _____

CURRENT ZONING: CB PROPOSED ZONING DISTRICT(S): Same

SPECIAL USE PERMIT REQUESTED: Auto Repair

Has Applicant filed or intend to file, any other variance, rezoning or waiver applications? YES NO.
If YES, please describe: _____

Please attach all REQUIRED documents. Refer to Rezoning, SUP and CIC Instructions for fees, deadlines and hearing schedule.

- STANDARDS GOVERNING EXERCISE OF THE ZONING POWER (attached)
- ✓ CONFLICT OF INTEREST CERTIFICATION/DISCLOSURE OF CAMPAIGN CONTRIBUTIONS (attached)
- ✓ APPLICANT/PROPERTY OWNER NOTARIZED CERTIFICATIONS (attached)
- ✓ TYPED LEGAL DESCRIPTION OF PROPERTY
- ✓ TYPED LETTER OF INTENT – explain what is proposed
- ✓ SITE PLAN/ BOUNDARY SURVEY – 1 full size (to scale) copy and 5 reductions (8.5" x 11") or electronic file
- LIST OF ADJOINING PROPERTY OWNERS – names and mailing addresses

City of Lilburn Planning and Economic Development Department (770) 279-3710 • Fax (770) 921-9822
98 First Ave. • Lilburn, Georgia 30047 • www.CityofLilburn.com

STANDARDS GOVERNING THE EXERCISE OF THE ZONING POWER

** See Attached*

Pursuant to Section 1702 of the 1985 Zoning Resolution, the Mayor and Council of the City of Lilburn find that the following standards are relevant in balancing interest in promoting the public health, safety, unrestricted use of property and shall govern the exercise of the zoning power.

- (A) Whether a proposed rezoning (or Special Use Permit) will permit a use that is suitable in view of the use and development of adjacent and nearby property:

- (B) Whether a proposed rezoning (or Special Use Permit) will adversely affect the existing use or usability of adjacent or nearby property:

- (C) Whether the property to be affected by a proposed rezoning (or Special Use Permit) has a reasonable economic use as currently zoned:

- (D) Whether the proposed rezoning (or Special Use Permit) will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools:

- (E) Whether the proposed rezoning (or Special Use Permit) is in conformity with the policy and intent of the Land Use Plan:

- (F) Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the proposed rezoning (or Special Use Permit):

CHAPTER 67A
CONFLICT OF INTEREST IN ZONING ACTIONS

SECTION 36-37A-1: DEFINITIONS

SECTION 36-37A-2: DISCLOSURE OF FINANCIAL INTERESTS

SECTION 36-37A-3: DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

SECTION 36-37A-4: PENALTIES

Effective Date: This Chapter became effective July 1, 1984.

Cross References: Codes of ethics and conflicts of interest, T. 45, Ch. 10.

Code Commission Notes: Ga. L. 1986, p. 1269, Sec. 1 and Ga. L. 1986, p. 1496, Sec. 1, both enacted as Chapter 85 of Title 36. The chapter enacted by Ga. L. 1986, p. 1269, Sec. 1 was redesignated as Chapter 67A of Title 36 pursuant to Sec. 26-9-3.

SECTION 36-37A-1: DEFINITIONS

As used in this chapter, the term:

- (1) "Applicant" means any individual or business entity applying for rezoning action.
- (2) "Business entity" means any corporation, partnership, limited partnership, firm, enterprise, franchise, association, or trust.
- (3) "Financial interest" means all direct ownership interests of the total assets or capital stock of a business entity where such ownership interest is 10 percent or more.
- (4) "Local government" means any County or municipality of this State.
- (5) "Local government official" means any member of the governing authority of a local government or any member of a planning or zoning commission.
- (6) "Member of the family" means the spouse, mother, father, brother, sister, son, or daughter of a local government official.
- (7) "Property interest" means the direct or indirect ownership of real property and includes any percentage of ownership less than total ownership.
- (8) "Real property" means any tract or parcel of land and, if developed, any buildings or structures located on the land.
- (9) "Rezoning action" means action by local government adopting an amendment to a zoning ordinance which has the effect of rezoning real property from one zoning classification to another. (Code 1981, Sec. 36-67A-1, enacted by Ga. L. 1986, p. 1269, Sec. 1.)

SECTION 36-37A-2: DISCLOSURE OF FINANCIAL INTERESTS

A local government official who:

- (1) Has a property interest in any real property affected by a rezoning action upon which that official is authorized to vote;
- (2) Has a financial interest in any business entity which has a property interest in any real property affected by a rezoning action upon which that official is authorized to vote; or
- (3) Has a member of the family having any interest described in paragraph (1) or (2) of this Code Section shall immediately disclose the nature and extent of such interest, in writing of the governing authority of the local government in which the local government official is a member. Such disclosures shall be a public record and available for public inspection at any time during normal working hours. (Code 1981, Section 36-67A-2, enacted by Ga. L. 1986, p. 1269, Sec. 1.)

SECTION 36-37A-3: DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

- (A) When any applicant for rezoning action has made within two years immediately preceding the filing of that applicant's application for the rezoning action, campaign contributions aggregating \$250.00 or more or made gifts having in the aggregate a value of \$250.00 or more to a local government official of the local government which will consider the application, it shall be the duty of the applicant and the attorney representing the applicant to file a disclosure report with the governing authority of the respective local government showing:
- (1) The name of the local government official to whom the campaign contribution or gift was made; and
 - (2) The dollar amount of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution; and
 - (3) An enumeration and description of each gift having a value of \$250.00 or more made by the applicant to the local government official during the two years immediately preceding the filing of the application for the zoning change.
- (B) The disclosure required by subsection (1) of this Code section shall be filed within ten days after the application for the rezoning action is first filed. (Code 1981, Section 36-67A-3, enacted by Ga. L. 1986, p. 1269, Sec. 1.)

SECTION 36-37A-4: PENALTIES

Any local government official knowingly failing to make a disclosure required by Code Section 36-85-2 shall be guilty of a misdemeanor. Any applicant for rezoning action knowingly failing to make any disclosures as required by Code Section 36-83-3 shall be guilty of a misdemeanor. (Code 1981, Section 36-67A-4, enacted by Ga. L. 1986, p. 1269, Sec. 1.)

CONFLICT OF INTEREST CERTIFICATION FOR REZONINGS

The undersigned below, making application for rezoning, has complied with the Official Code of Georgia, Section 36-67A-1, et. seq, Conflict of Interest in Zoning Actions, and has submitted or attached the required information on the forms provided.

W.H. Balenger Jr
Signature of Applicant/Applicant's Attorney or Representative

1-25-16
Date

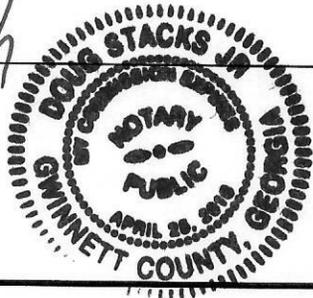
William H Balenger JR
Type or Print Name

Pres
Title

[Signature]
Notary Public

1/25/16
Date

(Seal)



DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND/OR GIFTS

Have you, within the two years immediately preceding the filing of this application, made campaign contributions or gifts of an aggregate value that is \$250.00 or more to the Mayor and Council Members or a member of the Lilburn Planning Commission? YES NO. If the answer is YES, please complete the following section:

NAME OF OFFICIAL	CONTRIBUTION/GIFT	DESCRIPTION	DATE
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Attach additional sheets if necessary to disclose or describe all contributions and gifts.

APPLICANT CERTIFICATION

The undersigned below is authorized to make this application and is aware that no application or reapplication affecting the same property shall be acted upon within twelve (12) months from the date of last action by the Mayor and Council, unless waived by the Mayor and Council. In no case shall an application or reapplication be acted upon in less than six (6) months from the date of last action by the Mayor and Council. Further, no application may be withdrawn once advertised and must receive final action by the Mayor and Council.

W H Baling Jr _____ 1-25-16 _____
Signature of Applicant Date

Type or Print Name Title

Doug Stacks Jr _____ 1/25/16 _____
Notary Public Date



PROPERTY OWNER CERTIFICATION

The undersigned below, or as attached, is the record owner of the property considered in this application and is aware that if an application is denied by the Mayor and Council, no application or reapplication affecting the same land shall be acted upon within twelve (12) months from the date of last action by the Mayor and Council, unless waived by the Mayor and Council. In no case shall an application or reapplication be acted upon in less than six (6) months from the date of last action by the Mayor and Council. Further, no application may be withdrawn once advertised and must receive final action by the Mayor and Council.

W H Baling Jr _____ 1-25-16 _____
Signature of Owner Date

Type or Print Name Title

Doug Stacks Jr _____ 1/25/16 _____
Notary Public Date



ADMINISTRATIVE USE ONLY

CASE NUMBER: SUP-2016-01 DATE COMPLETE: 1/1/2016 RECEIVED BY: JMS
APPLICATION FEE: \$500.00 PAID BY/RECEIPT#: ck/rc#122384 HEARING DATES: PC2/25/16 CC3/14/16

Letter of Intent

Amigo Auto Repair proposes to relocate their business from their current location (adjoining immediately to the east) to my property. I will continue to maintain an office in a portion of the building. Other than interior modifications, no changes to the property are proposed.

Standards Governing the Exercise of Zoning Power

- A. The proposed use as an auto repair business is suitable.
- B. The use will not adversely affect the existing use or usability of adjacent or nearby properties.
- C. The property has a reasonable economic use as zoned.
- D. The proposed use will not be excessive or burdensome upon streets or utilities.
- E. The proposal is in conformity.
- F. The fact that the proposed tenant is relocating from his current location next door supports approval.

WARRANTY DEED FORM 62



STATE OF GEORGIA,

GWINNETT

County.

THIS INDENTURE, made this 1st day of September

in the year of our Lord One Thousand Nine Hundred and Eighty

Between BALLENGER GLASS SERVICE, INC.

of the State of GEORGIA and County of GWINNETT of the first part

and BALLENGER CONSULTANTS, INC.

of the State of GEORGIA and County of GWINNETT of the second part.

WITNESSETH: That the said part y of the first part, for and in consideration of the sum of ** TEN DOLLARS & other good & valuable considerations *****DOLLARS in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, ha S granted, bargained, sold and conveyed and by these presents do SS grant, bargain, sell and convey unto the said party of the second part, it & its successors, heirs and assigns, all that tract and parcel of land lying and being in Land Lot 150 of the 6th Distroct of Gwinnett County, Georgia, being more particularly described as follows:

BEGINNING at an iron pin on the Southerly side of U. S. Highway No. 29 (based on a 60 foot right-of-way), 178.3 feet Easterly as measured along the Southerly side of U. S. Highway No. 29 from the center line of Luxomni Road; thence North 8Q degrees 56 minutes East, along the Southerl side of U. S. Highway No. 29, 154.6 feet to an iron pin; thence South 1 degree 44 minutes East, 196.1 feet to an iron pin; thence South 68 degree 46 minutes West, 154.9 feet to an iron pin; thence North 3 degrees 36 minutes West, 228.2 feet to an iron pin on the Southerly side of U. S. Highway No. 29 and the point of beginning. Being described in accordance with Plat of Survey made by S. R. Fields, dated December 20, 1966.

Less and except 0.050 Acres adjoining the above mentioned right-of-way of U. S. Highway No. 29, as described in Department of Transportation Right of Way Deed and being Project No. SP 8 (14) as heretofore executed by Ballenger Glass Service, Inc.

TO HAVE AND TO HOLD the said bargained premises, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in any wise appertaining, to the only proper use, benefit and behoof of it the said part y of the second part, its/ successors, heirs and assigns, forever, IN FEE SIMPLE.

And the said part y of the first part, for it & its successors, heirs, executors and administrators will warrant and forever defend the right and title to the above described property unto the said part y of the second part, its/ successors, heirs and assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, The said part y of the first part ha s hereunto set its hand and affixed its seal, the day and year above written.

Signed, sealed and delivered in the presence of

BALLENGER GLASS SERVICE, INC. (Seal)

By: W. J. Ballenger (Seal) (Seal) (Seal) (Seal)

Handwritten signatures: Gary Shady, Bill J. Thorne, N.P.



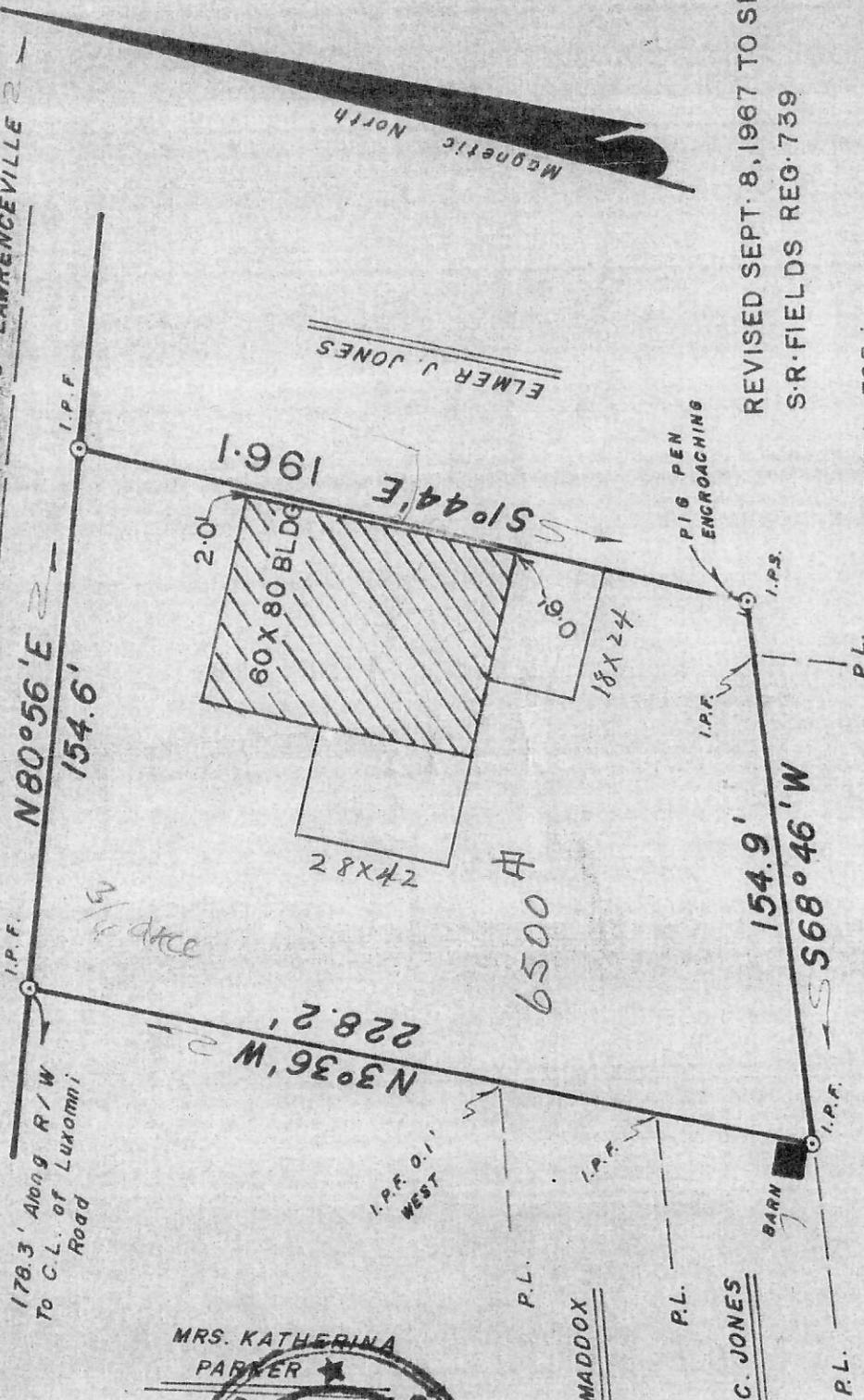
Notary Public, Georgia State of GWINNETT CO., GEORGIA REISSUE ESTATE TRANSFER TAX \$ 33.10 te 9-22-80

SEP 22 4 09 PM '80 FILED IN OFFICE CLERK SUPERIOR COURT GWINNETT COUNTY

60' R/W U.S. HWY. NO. 29

TO LAWRENCEVILLE

TO LILBURN



REVISED SEPT. 8, 1967 TO SPOT BLDG.
S.R. FIELDS REG. 739

SURVEY FOR:

W. H. BALLANGER

LAND LOT 150 0.73 ACRES 6 P.M. DISTRICT
 CITY: COUNTY: GWINNETT STATE: GEORGIA
 DATE: DECEMBER 20, 1966 SCALE: 1"=50'
 S. R. FIELDS, GWINNETT COUNTY SURVEYOR, REG. NO. 739
 LAWRENCEVILLE, GEORGIA



- LEGEND:
- R/W = RIGHT OF WAY
 - I.P.S. = IRON PIN SET
 - I.P.F. = IRON PIN FOUND
 - C.L. = CENTER LINE
 - P.L. = PROPERTY LINE
 - B.L. = BUILDING LINE
 - T.H. = TEST HOLE
 - T. = TELEPHONE LINE
 - P. = POWER LINE
 - G. = GAS LINE
 - ELL. = LAND LOT LINE



MRS. KATHERINA PARKER

C.E. MADDOX

ELMER C. JONES

CLINTON HANEY

IN MY OPINION, THIS PLAT IS A CORRECT REPRESENTATION OF THE LAND PLATTED, AND HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REQUIREMENTS OF LAW

Mark S. Mucke
 MEMBER GA. ASSN. REG. LAND SURVEYORS
 REG. No. 1497

FILE NUMBER S-S-437

JOB NUMBER

DRW.

P.C. CKD



Small town. Big difference.

**Staff Report & Recommendation
Rezoning Case #SUP-2016-01
Date of Report: February 18, 2016
Report by: Joellen Wilson, City Planner**

Hearing Dates:

**Planning Commission February 25, 2016
Mayor and Council March 14, 2016**

GENERAL INFORMATION

Applicant: Balenger Consultants, Inc.
Owner: William H. Balenger, Jr.
Size: 0.7± acres
Location: 4060 Lawrenceville Highway, District 6, LL 150, Parcel 002B
Existing Zoning: CB (Commercial Business)
Proposed Use: Auto Service/Repair

EXISTING LAND USES & ZONING DISTRICTS

To the North:	Commercial – Restaurants, retail	CB
To the East:	Commercial – Auto repair, restaurants	CB
To the South:	Commercial – Undeveloped parcel	CB w/ SUP for auto sales
To the West:	Commercial – Auto sales	CB

ZONING HISTORY

According to tax records, the subject property was developed in 1967. It has been used continuously as a commercial business. The site currently accommodates offices and work space of a private glass installation company. Automotive service uses adjoin the property on all sides.

APPLICANT'S INTENT

The applicant intends to rent the larger portion of his building to Amigo Auto Repair, who is currently operating at the adjoining property to the east. Access to the service bays would be from the rear of the building. No addition to the building or any expansion of the parking lot is proposed. The owner intends to maintain an office in the smaller part of the building.

ANALYSIS OF SPECIAL USE PERMIT REQUEST

The site is within the US 29 Overlay District. Though zoned CB, the Lilburn Zoning Ordinance (Article 6, Section 602) requires a Special Use Permit for the provision of *Auto and Truck Service Center* with supplemental

conditions enumerated in *Section 603*. Because this is an existing building with existing office and glass repair business only the following shall apply:

1. *Special use permit required in CB/US 29 Overlay.*
2. ~~*In CB and US 29 Overlay, auto repair and service buildings shall be designed in consideration of the context of the site and area. The design shall complement and be compatible with the predominant architectural theme of the U.S. 29 Overlay or of the integrated development site.*~~
3. *No body and paint repair.*
4. *Service permitted only in enclosed bays.*
5. *All service bays shall be oriented so as to parallel U.S. 29 and other major arterial roadways on which they are located, and/or when within 300 feet of property zoned or used for residential uses.*
6. *All service bays shall have a 100 percent opaque screen of a minimum of three and one-half feet on surrounding street frontages within 2 years of issuance of CO.*

In addition, according to *Section 501-6 Principal building entrances shall be oriented to public streets. Garage and loading bay entrances shall be oriented to the rear or side of the building and shall not be visible from the street along the building's frontage.* The site suits itself well to meeting these requirements and no significant building improvements are proposed. The site has all utilities available; however, it is served by a septic system.

Required public notice resulted in no opposition or public comment. The Lilburn Police Department has no objections to this request.

STANDARDS GOVERNING THE EXERCISE OF THE ZONING POWER

As part of the rezoning process, the Applicant; the Planning Staff, Planning Commission, and the Mayor and City Council of the City of Lilburn are to analyze the application with respect to each of the matters enumerated in ***Section 1003-7. Criteria for amendments to official zoning map.*** *The mayor and council of the city find that the following standards are relevant in balancing the interest in promoting the public health, safety, morality, or general welfare against the right to the unrestricted use of property and shall govern the exercise of the zoning power.*

The Applicant's response is attached to the application. Staff's response is in italics below:

- A. **Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby properties:**
The proposed use will be suitable in view of the surrounding properties.
- B. **Whether the zoning proposal would adversely affect the existing use or usability of adjacent or nearby property:**
The proposed use of the property will not adversely affect the existing use or usability of adjacent or nearby property. All abutting properties are commercial and are not anticipated to be adversely affected.
- C. **Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned:**
Yes. The subject property has a reasonable economic use as currently zoned.
- D. **Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools:**
The proposed use will not cause a burdensome impact on existing infrastructure.

- E. Whether the rezoning proposal is in conformity with the policy and intent of the Land Use Plan:**
The proposal conforms to the policy and intent of the Land Use Plan, which indicates this property is appropriate for commercial development. The conditions for the proposed SUP can be met at this location.
- F. Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal:**
The commercial nature and similarity of adjoining uses gives supporting grounds for approval.

Based upon the above considerations, Staff recommends **APPROVAL** of the SUP request with the following conditions:

1. Building shall be repainted to a color approved by the Director of Planning prior to issuance of CO for the change in use.
2. Building shall be renovated with a floor drain to accommodate an approved oil/grit separator in accordance with Gwinnett County sewer code. No washing of vehicles or parts shall be permitted outside the building.
3. No outside storage or outdoor display shall be permitted.
4. The Special Use Permit shall apply to the current property owner only.

Aerial View of the Subject Area



Tax Assessor's Parcel Map



CITY OF LILBURN
ITEM 2
PUBLIC HEARING

Date:	March 2, 2016	To:	Mayor and Council
From:	Doug Stacks	Department:	Planning & Econ Dev't
Work Session Date:	March 14, 2016	Presenter:	Doug Stacks
Agenda Title:	Special Use Permit 2016-02 – Paradise Group, LLC 4290 Lawrenceville Highway – District 6, Land Lot 149 Parcel 196 Auto & Truck Service Center 0.95± acres		
Audio/Visual Req'ts:	n/a	Meeting Date:	March 14, 2016

Agenda Item (Background/History/Details):
<p>APPLICANT'S INTENT The applicant intends to demolish the existing 5,671 sf building and construct a new 1,820 sf oil change facility with the option to use a bay for emissions testing.</p> <p>ZONING HISTORY According to tax records, the subject property was developed in 1988. The site was developed to accommodate commercial medical offices and all utilities are on site, but the building has been vacant for several years.</p> <p>ANALYSIS OF SPECIAL USE PERMIT REQUEST The site is within the US 29 Overlay District. Though zoned CB, the Lilburn zoning ordinance (<i>Article 6, Section 602 and 603</i>) requires a Special Use Permit for the provision of <i>Auto/Truck Service Center Use</i> with supplemental conditions.</p> <ol style="list-style-type: none"> <i>1. Special use permit required in CB or U.S. 29 Overlay.</i> <i>2. In CB and U.S. 29 Overlay, auto repair and service buildings shall be designed in consideration of the context of the site and area. The design shall complement and be compatible with the predominant architectural theme of the U.S. 29 Overlay or of the integrated development site.</i> <i>3. No body and paint repair.</i> <i>4. Service permitted only in enclosed bays.</i> <i>5. All service bays shall be oriented so as to parallel U.S. 29 and other major arterial roadways on which they are located, and/or when within 300 feet of property zoned or used for residential uses.</i> <i>6. All service bays shall have a 100 percent opaque screen of a minimum of three and one-half feet on surrounding street frontages within two years of CO.</i> <p>As a redevelopment site with a new building, the subject property shall be constructed in accordance with the US 29 Overlay requirements and all other applicable codes. All utilities are currently provided on site and access to the property is from Woodcliff Drive – a private road.</p> <p>The Lilburn Police Department has no objections to this request.</p> <p>The Planning Commission met and recommends approval of the SUP with Staff's recommended conditions. They are as follows:</p>

1. Building shall be constructed with approved oil/grit separator in accordance with Gwinnett County sewer code requirements. No washing of vehicles or parts shall be permitted outside the building.
2. No outside storage or display of any type shall be permitted.
3. Light poles and fixtures shall be designed and directed so as to minimize impacts to residential uses to the south.

Staff Recommendation:

Staff recommends a motion to approve Ordinance No. 2016-500 granting Special Use Permit 2016-02 with conditions.

Department Head Approval:

Mayor's Signature Required:

YES

NO

List Attachments:

1. Application
2. Staff Analysis
3. Planning Commission minutes
4. Adoption Ordinance 2016-500



City of Lilburn

in Gwinnett County

State of Georgia

Ordinance

Number:

2016-500

Date of Reading and Adoption: March 14, 2016

At the meeting of the Lilburn City Council held at 76 Main Street, Lilburn, Georgia.

**AN ORDINANCE TO AMEND THE CODE OF THE CITY OF LILBURN, GEORGIA
WITH RESPECT TO ZONING UPDATE OF OFFICIAL ZONING MAP
Special Use Permit 2016-02**

An ordinance to amend the Official Zoning Map of the City of Lilburn approving a **Special Use Permit (SUP-2016-02)** on property located at 4290 Lawrenceville Highway; District 6, Land Lot 149, Parcel 196; containing 0.95± acres.

WHEREAS, the Code of the City of Lilburn entitled Official Zoning Resolution provides that the text thereof may be amended from time to time by ordinance of the City of Lilburn; and

WHEREAS, the Applicant, Paradise Group, LLC, has applied for a Special Use Permit; and

WHEREAS, the City of Lilburn Planning Commission met on February 25, 2016, and recommended approval to the Mayor and City Council for action;

NOW THEREFORE BE IT ORDAINED that the Mayor and City Council of the City of Lilburn, Georgia hereby approves the Special Use Permit with conditions as follows:

1. Building shall be constructed with approved oil/grit separator in accordance with Gwinnett County sewer code requirements. No washing of vehicles or parts shall be permitted outside the building.
2. No outside storage or display of any type shall be permitted.
3. Light poles and fixtures shall be designed and directed so as to minimize impacts to residential uses to the south.

BE IT FURTHER ORDAINED that this ordinance becomes effective upon its adoption.

BE IT FURTHER ORDAINED that all regulations or parts of regulations in conflict with this Ordinance are hereby rescinded to the extent of said conflict.

SO ORDAINED this the 14th day of March, 2016.

Johnny D. Crist, Mayor
City of Lilburn

ATTEST:

Melissa L. Penate, City Clerk

Members Present: Chairman-Hugh Wilkerson, Vice Chairman-Michelle West Joe Gennusa, and Emil Powella

Members Absent: - AJ Passman **Quorum Present:** Yes.

Staff Members Present: Doug Stacks – Planning & Economic Development Director
Joellen Wilson – City Planner

Work Session: Yes.

- I. **Call to Order:** 7:30 PM by Hugh Wilkerson, Chairman.
- II. **Approval of Agenda:** Motion by Powella. Second by Gennusa. All for.
- III. **Approval of Minutes – January 28, 2016:** Motion by Powella. Second by Gennusa. All for.
- IV. **Old Business:** None
- V. **New Business:**
 - a. **SUP-2016-01.** Application of Balenger Consultants for a Special Use Permit to allow an auto and truck service use on approximately 0.73 acres of property zoned CB. Property is located at 4060 Lawrenceville Highway, being in District 6, Land Lot 147, Parcel 002B.

Staff summarized the proposed intent, zoning history and analysis of zoning request for Special Use Permit with regard to Section 1003-7 (*Criteria for amendments to the official zoning map*). The proposed *Auto and Truck Service Center (repair)* use requires a Special Use Permit in CB/US 29 Overlay District and is restricted by zoning conditions. The current owner intends to maintain an office at this location while leasing space to the Amigo auto repair business, which intends to move from their current location on the adjacent property. Staff noted the subject site provides two service bays accessible from the rear in conformance with the US 29 Overlay requirements and the site has all utilities available; however, it is served by a septic system.

Staff recommended **APPROVAL** of the SUP with conditions:

1. Building shall be repainted to a color approved by the Director of Planning prior to issuance of CO for the change in use.
2. Building shall be renovated, with a floor drain to accommodate an approved oil/grit separator, in accordance with Gwinnett County sewer code. No washing of vehicles or parts shall be permitted outside the building.
3. No outside storage or outdoor display shall be permitted.
4. The Special Use Permit shall apply to the current property owner only.

Ms. Watson, a representative of Amigo Auto Repair addressed reasons for the move (more parking and building space) and agreed to the conditions. There was no public comment/opposition.

Genusa moved to approve the request for SUP with conditions as submitted by staff. Powella seconded. All voted for.

- b. **SUP-2016-02.** Application of Paradise Group, LLC for a Special Use Permit to allow an auto and truck service center on approximately 0.95 acres of property zoned CB. The property is located 4290 Lawrenceville Highway, within District 6, Land Lot 149, Parcel 196.

Staff summarized the proposed intent, zoning history and analysis of zoning request for Special Use Permit with regard to Section 1003-7 (*Criteria for amendments to the official zoning map*). The proposed *Auto and Truck Service Center (oil change)* use requires a Special Use Permit in CB/US 29 Overlay District and is restricted by zoning conditions. The conceptual site plan doesn't include all site details but applicant intends to demolish the existing building and redevelop the site in accordance with US 29 Overlay District requirements and all other applicable codes.

Staff recommended **APPROVAL** of the SUP for Auto/Truck Service Center with conditions:

1. Building shall be constructed with approved oil/grit separator in accordance with Gwinnett County sewer code requirements. No washing of vehicles or parts shall be permitted outside the building.
2. No outside storage or outdoor display of any type shall be permitted.
3. Light poles and fixtures shall be designed and directed so as to minimize impacts to residential uses to the south.

Mr. Mattson, applicant, spoke regarding the difficulty in finding a tenant for the vacant building. On behalf of "Take 5" he described the drive through business model and agreed with the recommended conditions. He agreed to provide Planning and Development information in response to questions regarding location of used oil tanks, number of employees, State requirements for waiting area associated with emissions station, and schedule for construction (6 months-1 yr). There was no public comment/opposition.

Powella moved to approve the request for SUP with conditions as submitted by staff. West seconded. All voted for.

- VI. **Adjournment:** West moved to adjourn. Seconded by Joe Genusa. All for. Meeting was adjourned at approximately 7:46 PM.

Hugh Wilkerson



Special Use Permit Application

CASE NUMBER: SUP- 2016-02
 Date Received: 1/28/2016

Please type or print using BLACK ink

Applicant: Paradise Group LLC	Property Owner: Watts Investment Corp.
Address: 5330 Country Lake Court SW	Address: 1318 Kurtz Road
City, State & Zip: Lilburn, GA 30047	City, State & Zip: McLean, VA 22101
Contact Person: Dave Mattson	Owner Contact: Robert Watts
Business Phone: 404-444-8924	Business Phone: 615-496-0491
Email: dmattson@paradiseventuresinc.com	Email: robert@valuevet.net
Cell Phone: 404-444-8924	Cell Phone:

APPLICANT IS THE Owner's Agent Property Owner Contract Purchaser

ADDRESS OF PROPERTY: 4290 Lawrenceville Hwy

LAND DISTRICT: 6 LAND LOT(S): 149 PARCEL(S): 6149 196 ACRE(S): 0.95

CURRENT ZONING: CB PROPOSED ZONING DISTRICT(S): CB

SPECIAL USE PERMIT REQUESTED: SUP to allow an auto and truck service center in CB zoning.

Has Applicant filed or intend to file, any other variance, rezoning or waiver applications? YES NO.
 If YES, please describe: _____

Please attach all REQUIRED documents. Refer to Rezoning, SUP and CIC Instructions for fees, deadlines and hearing schedule.

- STANDARDS GOVERNING EXERCISE OF THE ZONING POWER (attached)
- CONFLICT OF INTEREST CERTIFICATION/DISCLOSURE OF CAMPAIGN CONTRIBUTIONS (attached)
- APPLICANT/PROPERTY OWNER NOTARIZED CERTIFICATIONS (attached)
- TYPED LEGAL DESCRIPTION OF PROPERTY
- TYPED LETTER OF INTENT – explain what is proposed
- SITE PLAN/ BOUNDARY SURVEY – 1 full size (to scale) copy and 5 reductions (8.5" x 11") or electronic file
- LIST OF ADJOINING PROPERTY OWNERS – names and mailing addresses

**City of Lilburn Planning and Economic Development Department (770) 279-3710 • Fax (770) 921-9822
 98 First Ave. • Lilburn, Georgia 30047 • www.CityofLilburn.com**

STANDARDS GOVERNING THE EXERCISE OF THE ZONING POWER

Pursuant to Section 1702 of the 1985 Zoning Resolution, the Mayor and Council of the City of Lilburn find that the following standards are relevant in balancing interest in promoting the public health, safety, unrestricted use of property and shall govern the exercise of the zoning power.

- (A) Whether a proposed rezoning (or Special Use Permit) will permit a use that is suitable in view of the use and development of adjacent and nearby property:

A SUP to allow an oil change business is suitable with the use and develop-
ments nearby. Aamco to the west and Firestone across the Hwy 29.

- (B) Whether a proposed rezoning (or Special Use Permit) will adversely affect the existing use or usability of adjacent or nearby property:

A SUP will not adversely affect the use of adjacent or nearby property.
The proposed development will have no impact on nearby properties.

- (C) Whether the property to be affected by a proposed rezoning (or Special Use Permit) has a reasonable economic use as currently zoned:

The property is narrow at 140' so a typical restaurant with drive thru
would be tight here and frontage is limited for a retail strip.

- (D) Whether the proposed rezoning (or Special Use Permit) will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools:

Proposed SUP will catch pass by traffic and will not result in an increase
of traffic on streets, utilities, or schools.

- (E) Whether the proposed rezoning (or Special Use Permit) is in conformity with the policy and intent of the Land Use Plan:

This proposed development will comply with Hwy 29 Overlay District regs
and conform with the policy and intent of the Land Use Plan.

- (F) Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the proposed rezoning (or Special Use Permit):

There are no existing or changing conditions affecting the use and
development of this property.

CHAPTER 67A
CONFLICT OF INTEREST IN ZONING ACTIONS

SECTION 36-37A-1: DEFINITIONS

SECTION 36-37A-2: DISCLOSURE OF FINANCIAL INTERESTS

SECTION 36-37A-3: DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

SECTION 36-37A-4: PENALTIES

Effective Date: This Chapter became effective July 1, 1984.

Cross References: Codes of ethics and conflicts of interest, T. 45, Ch. 10.

Code Commission Notes: Ga. L. 1986, p. 1269, Sec. 1 and Ga. L. 1986, p. 1496, Sec. 1, both enacted as Chapter 85 of Title 36. The chapter enacted by Ga. L. 1986, p. 1269, Sec. 1 was redesignated as Chapter 67A of Title 36 pursuant to Sec. 26-9-3.

SECTION 36-37A-1: DEFINITIONS

As used in this chapter, the term:

- (1) "Applicant" means any individual or business entity applying for rezoning action.
- (2) "Business entity" means any corporation, partnership, limited partnership, firm, enterprise, franchise, association, or trust.
- (3) "Financial interest" means all direct ownership interests of the total assets or capital stock of a business entity where such ownership interest is 10 percent or more.
- (4) "Local government" means any County or municipality of this State.
- (5) "Local government official" means any member of the governing authority of a local government or any member of a planning or zoning commission.
- (6) "Member of the family" means the spouse, mother, father, brother, sister, son, or daughter of a local government official.
- (7) "Property interest" means the direct or indirect ownership of real property and includes any percentage of ownership less than total ownership.
- (8) "Real property" means any tract or parcel of land and, if developed, any buildings or structures located on the land.
- (9) "Rezoning action" means action by local government adopting an amendment to a zoning ordinance which has the effect of rezoning real property from one zoning classification to another. (Code 1981, Sec. 36-67A-1, enacted by Ga. L. 1986, p. 1269, Sec. 1.)

SECTION 36-37A-2: DISCLOSURE OF FINANCIAL INTERESTS

A local government official who:

- (1) Has a property interest in any real property affected by a rezoning action upon which that official is authorized to vote;
- (2) Has a financial interest in any business entity which has a property interest in any real property affected by a rezoning action upon which that official is authorized to vote; or
- (3) Has a member of the family having any interest described in paragraph (1) or (2) of this Code Section shall immediately disclose the nature and extent of such interest, in writing of the governing authority of the local government in which the local government official is a member. Such disclosures shall be a public record and available for public inspection at any time during normal working hours. (Code 1981, Section 36-67A-2, enacted by Ga. L. 1986, p. 1269, Sec. 1.)

SECTION 36-37A-3: DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

(A) When any applicant for rezoning action has made within two years immediately preceding the filing of that applicant's application for the rezoning action, campaign contributions aggregating \$250.00 or more or made gifts having in the aggregate a value of \$250.00 or more to a local government official of the local government which will consider the application, it shall be the duty of the applicant and the attorney representing the applicant to file a disclosure report with the governing authority of the respective local government showing:

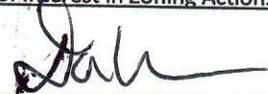
- (1) The name of the local government official to whom the campaign contribution or gift was made; and
 - (2) The dollar amount of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution; and
 - (3) An enumeration and description of each gift having a value of \$250.00 or more made by the applicant to the local government official during the two years immediately preceding the filing of the application for the zoning change.
- (B) The disclosure required by subsection (1) of this Code section shall be filed within ten days after the application for the rezoning action is first filed. (Code 1981, Section 36-67A-3, enacted by Ga. L. 1986, p. 1269, Sec. 1.)

SECTION 36-37A-4: PENALTIES

Any local government official knowingly failing to make a disclosure required by Code Section 36-85-2 shall be guilty of a misdemeanor. Any applicant for rezoning action knowingly failing to make any disclosures as required by Code Section 36-83-3 shall be guilty of a misdemeanor. (Code 1981, Section 36-67A-4, enacted by Ga. L. 1986, p. 1269, Sec. 1.)

CONFLICT OF INTEREST CERTIFICATION FOR REZONINGS

The undersigned below, making application for rezoning, has complied with the Official Code of Georgia, Section 36-67A-1, et. seq, Conflict of Interest in Zoning Actions, and has submitted or attached the required information on the forms provided.



Signature of Applicant/Applicant's Attorney or Representative

1-28-2016

Date

Dave Mattson

Type or Print Name

Applicant / Proj. Mgr.

Title



Notary Public

1/28/2016

Date

(Seal) **Q. BADWAN**
NOTARY PUBLIC, GWINNETT COUNTY, GEORGIA
My Commission Expires **October 7, 2019**

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND/OR GIFTS

Have you, within the two years immediately preceding the filing of this application, made campaign contributions or gifts of an aggregate value that is \$250.00 or more to the Mayor and Council Members or a member of the Lilburn Planning Commission? YES NO. If the answer is YES, please complete the following section:

NAME OF OFFICIAL	CONTRIBUTION/GIFT	DESCRIPTION	DATE
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Attach additional sheets if necessary to disclose or describe all contributions and gifts.

APPLICANT CERTIFICATION

The undersigned below is authorized to make this application and is aware that no application or reapplication affecting the same property shall be acted upon within twelve (12) months from the date of last action by the Mayor and Council, unless waived by the Mayor and Council. In no case shall an application or reapplication be acted upon in less than six (6) months from the date of last action by the Mayor and Council. Further, no application may be withdrawn once advertised and must receive final action by the Mayor and Council.

Signature of Applicant

Date

see pg. 6

Type or Print Name

Title

Notary Public

Date

(Seal)

PROPERTY OWNER CERTIFICATION

The undersigned below, or as attached, is the record owner of the property considered in this application and is aware that if an application is denied by the Mayor and Council, no application or reapplication affecting the same land shall be acted upon within twelve (12) months from the date of last action by the Mayor and Council, unless waived by the Mayor and Council. In no case shall an application or reapplication be acted upon in less than six (6) months from the date of last action by the Mayor and Council. Further, no application may be withdrawn once advertised and must receive final action by the Mayor and Council.

Signature of Owner

Date

Robert Watts

1-29-2016
President, Watts Investment Corp.

Type or Print Name

Title

Nicholas Patrick Folts

01/29/2016

Notary Public

Date

(Seal)



NICHOLAS PATRICK FOLTS
NOTARY PUBLIC 7623994
COMMONWEALTH OF VIRGINIA

MY COMMISSION EXPIRES JANUARY 31, 2019

ADMINISTRATIVE USE ONLY

CASE NUMBER: SUP- _____

DATE COMPLETE: _____

RECEIVED BY: _____

APPLICATION FEE: _____

PAID BY/RECEIPT#: _____

HEARING DATES: PC _____

CC _____

APPLICANT CERTIFICATION

The undersigned below is authorized to make this application and is aware that no application or reapplication affecting the same property shall be acted upon within twelve (12) months from the date of last action by the Mayor and Council, unless waived by the Mayor and Council. In no case shall an application or reapplication be acted upon in less than six (6) months from the date of last action by the Mayor and Council. Further, no application may be withdrawn once advertised and must receive final action by the Mayor and Council.

[Signature]
Signature of Applicant

1-28-2016
Date

Dave Mattson
Type or Print Name

Project Mgr / Applicant
Title

[Signature]
Notary Public

1/28/2016
Date

(Seal) **Q. BADWAN**
NOTARY PUBLIC, GWINNETT COUNTY, GEORGIA
My Commission Expires October 7, 2019

PROPERTY OWNER CERTIFICATION

The undersigned below, or as attached, is the record owner of the property considered in this application and is aware that if an application is denied by the Mayor and Council, no application or reapplication affecting the same land shall be acted upon within twelve (12) months from the date of last action by the Mayor and Council, unless waived by the Mayor and Council. In no case shall an application or reapplication be acted upon in less than six (6) months from the date of last action by the Mayor and Council. Further, no application may be withdrawn once advertised and must receive final action by the Mayor and Council.

[Signature]
Signature of Owner

[Signature]
Date

See pg. 5

[Signature]
Type or Print Name

[Signature]
Title

[Signature]
Notary Public

[Signature]
Date

(Seal)

ADMINISTRATIVE USE ONLY			
CASE NUMBER: <u>SUP-2016-02</u>	DATE COMPLETE: <u>1/29/16</u>	RECEIVED BY: <u>[Signature]</u>	
APPLICATION FEE: <u>500.00</u>	PAID BY/RECEIPT#: <u>CK 3475</u>	HEARING DATES: PC <u>2/25/16</u> CC <u>3/14/16</u>	

4290 Lawrenceville Highway Legal Description

All that tract of land lying in Land Lot 149 in the 6th District of Gwinnett County, Georgia and being more particularly described as follows:

Beginning at an iron pin on the southerly side of Lawrenceville Highway located 988.18 feet southwesterly from the intersection of the southerly right of way of Lawrenceville Highway (right of way varies) and the westerly right of way of Arcado Road (80 foot right of way); thence South 26 degrees 11 minutes 38 seconds East a distance of 300.48 feet to an iron pin found; thence South 62 degrees 00 minutes 15 seconds West a distance of 140.00 feet to an iron pin set; thence North 26 degrees 10 minutes 42 seconds West a distance of 264.86 feet to an iron pin found; thence North 21 degrees 53 minutes 14 seconds East a distance of 55.21 feet to a point; thence North 61 degrees 59 minutes 22 seconds East a distance of 98.83 feet to an iron pin found and the POINT OF BEGINNING; containing 0.948 acres.



January 26, 2016

Doug Stacks
76 Main Street
Lilburn, GA 30047

RE: 4290 Lawrenceville Hwy - Lilburn GA – Gwinnett County – Parcel R6149 096

This letter of intent is for a Special Use Permit request to allow for an auto and truck service center in the CB zoning district per Article 6 – Section 601.

The proposed development will consist of an oil change facility per the attached site plan. There is an existing wood frame building on site that will be removed. This Special Use Permit request will be suitable in view of the use and developments of nearby properties. There are many auto repair businesses along this road including an Aamco next door and Firestone across the street. The proposed oil change and emissions only concept will compliment these surrounding businesses. The proposed use will have no impact on the usability of adjacent or nearby properties nor will it cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools. The proposed development will comply with the Hwy 29 Overly District Regulations. The proposed site has limited use due to its width of 140 feet making a fast food restaurant with drive thru very tight and any retail strip would have limited frontage.

Sincerely,

A handwritten signature in black ink, appearing to read "Dave", with a long horizontal flourish extending to the right.

Dave Mattson, P.E.

PARADISE VENTURES
 2901 RIGSBY LANE
 SAFETY HARBOR, FL 34695
 PHONE (727) 726-1115



NOTES:
 1. SITE IS ZONED CB IN THE CITY OF LILBURN.
 2. THIS SITE IS NOT IN A FLOOD HAZARD ZONE PER MAP 1313SC0113F DATED 9/29/2006.



PROJECT NAME
LILBURN GA OIL CHANGE
 4290 LAWRENCEVILLE HWY
 LILBURN, GWINNETT COUNTY, GA

DRAWING TITLE
CONCEPTUAL SITE PLAN

DATE: 5-25-2018	STORE NO.:	DRAWING NO.:
DESIGNED BY: DAM	SCALE: 1" = 30'	RELEASED TO CONSTRUCTION: DAM
REVIEWED BY: DAM		

P2

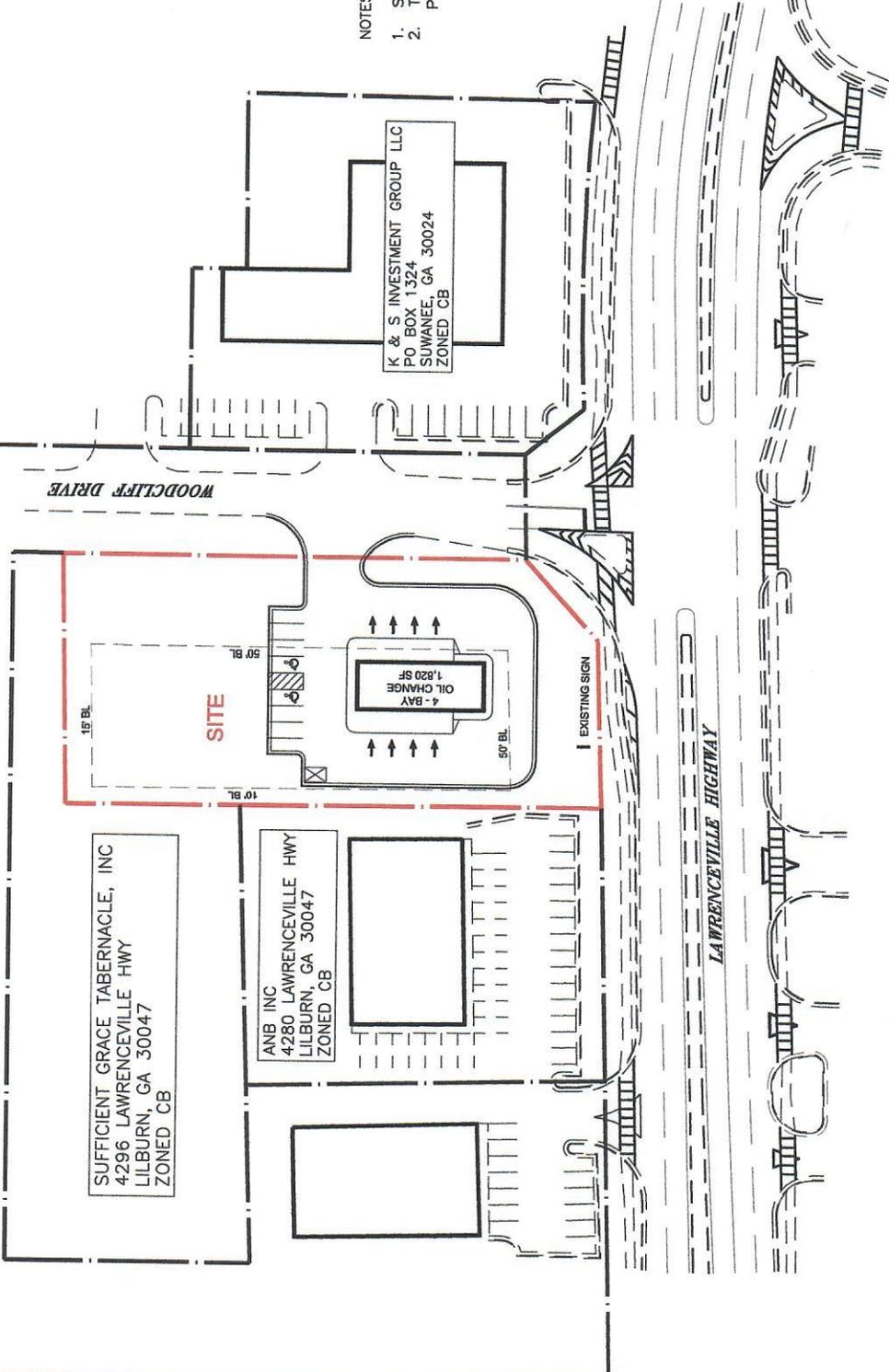
CF DWGR.

CFI WOODCLIFF LLC
 303 PERIMETER CENTER N
 ATLANTA, GA 30346
 ZONED R2

SUFFICIENT GRACE TABERNACLE, INC
 4296 LAWRENCEVILLE HWY
 LILBURN, GA 30047
 ZONED CB

ANB INC
 4280 LAWRENCEVILLE HWY
 LILBURN, GA 30047
 ZONED CB

K & S INVESTMENT GROUP LLC
 P.O. BOX 1324
 SUWANEE, GA 30024
 ZONED CB



SITE DATA			
	SITE AREA	BLDG AREA	PROVIDED PARKING
4 BAY OIL CHANGE	0.95 ACRES	1,820	8



Small town. Big difference.

**Staff Report & Recommendation
Rezoning Case # SUP-2016-02
Date of Report: February 20, 2016
Report by: Joellen Wilson, City Planner**

Hearing Dates:

Planning Commission	February 25, 2016
Mayor and Council	March 14, 2016

GENERAL INFORMATION

Applicant:	Paradise Group, LLC
Owner:	Watts Investment Corp.
Size:	0.95± acres
Location:	4290 Lawrenceville Highway, District 6, LL 149, Parcel 196
Existing Zoning:	CB (Commercial Business)
Proposed Use:	Auto & Truck Service Center – Oil Change/Emissions Facility

EXISTING LAND USES & ZONING DISTRICTS

To the North:	Commercial – Auto Service/Repair, Restaurant	CB
To the East:	Commercial – Retail	CB
To the South:	Commercial – Religious	CB
To the West:	Commercial – Auto Service/Repair	CB

PROPERTY HISTORY

According to tax records, the subject property was developed in 1988. The site was developed to accommodate commercial medical offices and all utilities are on site, but the building has been vacant for several years.

APPLICANT'S INTENT

The applicant intends to demolish the existing 5,671 sf building and construct a new 1,820 sf oil change facility with the option to use a bay for emissions testing.

ANALYSIS OF SPECIAL USE PERMIT REQUEST

The site is within the US 29 Overlay District. Though zoned CB, the Lilburn zoning ordinance (*Article 6, Section 602 and 603*) requires a Special Use Permit for the provision of *Auto/Truck Service Center Use* with supplemental conditions.

1. *Special use permit required in CB or U.S. 29 Overlay.*

2. *In CB and U.S. 29 Overlay, auto repair and service buildings shall be designed in consideration of the context of the site and area. The design shall complement and be compatible with the predominant architectural theme of the U.S. 29 Overlay or of the integrated development site.*
3. *No body and paint repair.*
4. *Service permitted only in enclosed bays.*
5. *All service bays shall be oriented so as to parallel U.S. 29 and other major arterial roadways on which they are located, and/or when within 300 feet of property zoned or used for residential uses.*
6. *All service bays shall have a 100 percent opaque screen of a minimum of three and one-half feet on surrounding street frontages within two years of CO.*

As a redevelopment site with a new building, the subject property shall be constructed in accordance with the US 29 Overlay requirements and all other applicable codes. All utilities are currently provided on site and access to the property is from Woodcliff Drive – a private road.

The Lilburn Police Department has no objections to this request.

STANDARDS GOVERNING THE EXERCISE OF THE ZONING POWER

As part of the rezoning process, the Applicant; the Planning Staff, Planning Commission, and the Mayor and City Council of the City of Lilburn are to analyze the application with respect to each of the matters enumerated in **Section 1003-7. Criteria for amendments to official zoning map**. *The mayor and council of the city find that the following standards are relevant in balancing the interest in promoting the public health, safety, morality, or general welfare against the right to the unrestricted use of property and shall govern the exercise of the zoning power.*

The Applicant's response is attached to the application. Staff's response is in italics below:

- A. **Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby properties:**
The proposed use will be suitable in view of the surrounding properties.
- B. **Whether the zoning proposal would adversely affect the existing use or usability of adjacent or nearby property:**
The proposed use of the property will not adversely affect the existing use or usability of adjacent or nearby property. All abutting properties are commercial and are not anticipated to be adversely affected.
- C. **Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned:**
Yes. The subject property has a reasonable economic use as currently zoned.
- D. **Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools:**
The proposed use will not cause a burdensome impact on existing infrastructure. All utilities are provided for on the site.
- E. **Whether the rezoning proposal is in conformity with the policy and intent of the Land Use Plan:**
The proposal conforms to the policy and intent of the Land Use Plan, which indicates this property is appropriate for commercial development. The conditions for an auto service center SUP can be met at this location.

- F. Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal:**
The commercial nature and similarity of adjoining uses give supporting grounds for approval.

*Based upon the above considerations, Staff recommends **APPROVAL** of the Auto/Truck Service Center SUP request with the following conditions:*

1. Building shall be constructed with approved oil/grit separator in accordance with Gwinnett County sewer code requirements. No washing of vehicles or parts shall be permitted outside the building.
2. No outside storage or display of any type shall be permitted.
3. Light poles and fixtures shall be designed and directed so as to minimize impacts to residential uses to the south.

Aerial View of the subject area.



Tax Assessor's Parcel Map



**CITY OF LILBURN
AGENDA ITEM 3**

Date:	2/10/2016	To: Mayor and Council	3/14/2016
From:	Lynn Smith	Department:	Human Resources
Work Session Date Requested:	3/14/2016	Presenter:	Lynn Smith
Agenda Title:	Approval to adopt Restated GMA 401(a) Defined Contribution Plan Master Plan Document and 401 (a) DC Adoption Agreement		
Audio/Visual Requirements:		Deadline Date:	

Agenda Item (Background/History/Details):

GMA has restated the Defined Contribution 401(a) Master Plan to incorporate provisions of the Pension Protection Act of 2006, the Heroes Earnings and Assistance and Relief Tax of 2007, the Worker, Retiree, and Employer Recovery Act of 2008, the final Treasury regulations under Code Section 415 published on April 5, 2007, and model amendments provided under IRS Notice 2009-82.

The 401(a) Adoption Agreement has been restated to clarify eligible employees included in the plan and sets time limits on post-severance compensation for purposes of determining Contributions to the Plan.

Staff Recommendations:

Staff recommends the following: **Motion to approve the adoption of the restated GMA 401(a) Defined Contribution Master Plan Document and the 401(a) Defined Contribution Adoption Agreement.**

Department Head Approval:

Yes

Mayor's Signature Required:

YES

NO

List Attachments:

1. Memorandum from GMA
2. Summary of Changes to Restated 401(a) DC Plan
3. Resolution and Adoption Agreement and Addendum to GMA 401(a) DC Plan Adoption Agreement

Financial Information (For Financial Services Use Only)

Budgeted Yes/No	Fund Name & Code	Current Balance	Requested Allocation	City Manager's Initials



February 4, 2016

President
Mike Bodker
Mayor, Johns Creek

First Vice President
Boyd Austin
Mayor, Dallas

Second Vice President
Dorothy Hubbard
Mayor, Albany

Third Vice President
Linda Blechinger
Mayor, Auburn

Immediate Past President
Keith Brady
Mayor, Newnan

Executive Director
Lamar Norton

MEMORANDUM VIA U.S. MAIL AND E-MAIL

(lsmith@cityoflilburn.com)

TO: Lynn Smith, Human Resources Director, City of Lilburn

FROM: Gwin Hall, Senior Associate General Counsel

SUBJECT: Restatement of City of Lilburn's Georgia Municipal Association 401(a) Defined Contribution Plan; Required Federal Law Updates

The Board of Trustees of the Georgia Municipal Association ("GMA") Defined Contribution and Deferred Compensation Program recently restated the GMA 401(a) Defined Contribution Plan ("401(a) DC Plan") to incorporate the relevant provisions of the Pension Protection Act of 2006 ("PPA"), the Heroes Earnings and Assistance and Relief Tax of 2007 ("HEART"), the Worker, Retiree, and Employer Recovery Act of 2008 ("WRERA"), the final Treasury regulations under Code Section 415 published on April 5, 2007, and model amendments provided under Internal Revenue Service Notice 2009-82.

Each employer who wishes to continue using the GMA 401(a) DC Plan to provide retirement benefits for eligible employees must adopt the restated plan. We have attached two (2) drafts of a restated 401(a) DC Plan Adoption Agreement that reflects the current elective provisions of the City of Lilburn's 401(a) DC Plan, as well as the City's current 401(a) DC Plan Adoption Agreement. Additionally, a copy of the restated GMA 401(a) DC Master Plan document (which does not need to be executed by the Governing Authority), a summary of the changes made to the 401(a) DC Master Plan document and Adoption Agreement, and a copy of the 2014 IRS advisory letter are included in this mailing.

To continue using the GMA 401(a) DC Plan, you will need to take the following steps:

Step 1: Review the enclosed draft Adoption Agreement to ensure that it correctly reflects the benefit design options selected by the City of Lilburn.

Per our conversation, we have amended the Adoption Agreement to provide that Eligible Employees who work at least 29 hours a week participate in the 401(a) DC Plan. Municipal legal officers, elected or appointed officials and individuals not classified as permanent employees are specifically excluded from participation in the Plan.

The current Adoption Agreement provides that the City makes non-matching contributions to the 401(a) DC Plan accounts of eligible employees in the amount of 10% of compensation per pay period. If this or other information in the Adoption Agreement does not accurately reflect the City's current practices or benefit design options, please let us know immediately.

Please note that we have not completed the section of the Adoption Agreement relating to Compensation and post-severance payments (pp. AA-11 and AA-12). **Please complete this section. If this section is not completed, no post-severance payments will be included in Compensation by default.**

Step 2: If the Adoption Agreement correctly reflects the benefit design options selected by the City, have the Governing Authority approve the restated GMA 401(a) DC Plan Adoption Agreement.

Step 3: Have the appropriate designated representatives **sign and date both drafts of the GMA 401(a) DC Plan Adoption Agreement. Return both of the executed documents** in the enclosed self-addressed envelope **March 15, 2016** to the following address:

Ms. Gina Shirley
Legal Assistant
Georgia Municipal Association
P.O. Box 105377
Atlanta, GA 30348

GMA will then countersign both Adoption Agreements, keep one fully executed Adoption Agreement for its files, and return the other fully executed Adoption Agreement to you for your files. **Please keep the fully executed Adoption Agreement, along with the GMA 401(a) DC Master Plan document, as part of the permanent records for your GMA 401(a) Defined Contribution Plan.**

We will be happy to answer any questions you may have regarding the above information. Please contact Ms. Gina Shirley, at 678-686-6258 or gmadcdc@gmanet.com, with any questions.

THE GEORGIA MUNICIPAL ASSOCIATION

401(a) DEFINED CONTRIBUTION PLAN

**Amended and Restated
As of January 1, 2012**

**RESOLUTION AND
ADOPTION AGREEMENT**

City of Lilburn

**Administered by:
Georgia Municipal Association
201 Pryor Street, SW
Atlanta, Georgia 30303
Telephone: 404-688-0472
Facsimile: 678-686-6289**

RESOLUTION

WHEREAS, the City of Lilburn, Georgia, (hereinafter referred to as the "Participating Employer") has determined that in the interest of attracting and retaining qualified employees, it wishes to offer a defined contribution plan, funded by employer contributions;

WHEREAS, the Participating Employer has also determined that it wishes to encourage employees' saving for retirement by offering matching and/or non-matching contributions;

WHEREAS, the Participating Employer has reviewed the Georgia Municipal Association ("GMA") Defined Contribution Plan, as amended and restated effective as of January 1, 2012 ("Plan");

WHEREAS, the Participating Employer wishes to participate or continue participating in the Plan to provide certain benefits to its employees, reduce overall administrative costs, and afford attractive investment opportunities;

WHEREAS, the Participating Employer is an Employer as defined in the Plan;

WHEREAS, the Participating Employer has executed an Adoption Agreement (and, if applicable, an Addendum) for the Plan; and

WHEREAS, the Mayor and Council of the City of Lilburn ("Governing Authority") is authorized by law to adopt this resolution approving the Adoption Agreement (and, if applicable, Addendum) on behalf of the Participating Employer;

Therefore, the Governing Authority of the Participating Employer hereby resolves:

Section 1. The Participating Employer adopts the Plan and the Trust Agreement ("Trust") for the Plan for its Employees.

Section 2. The Participating Employer acknowledges that the Board of Trustees of the GMA Defined Contribution and Deferred Compensation Plan ("Trustees") are only responsible for the Plan and have no responsibility for other employee benefit plans maintained by the Participating Employer.

Section 3.

(a) The Participating Employer hereby adopts the terms of the Adoption Agreement and any Addendum, which is attached hereto and made a part of this resolution. 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 Participating Employer under the Plan, and any conditions imposed by the Participating Employer with respect to, but not inconsistent with, the Plan. The Participating 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 Trustees of the Plan.

(b) The Participating Employer acknowledges that it may not be able to rely on the volume submitter letter if it makes certain elections under the Adoption Agreement or the Addendum.

Section 4. The Participating Employer hereby authorizes Ice Miller LLP, Legal Counsel, the volume submitter practitioner who sponsors the Plan on behalf of GMA, to amend the Plan on its behalf as provided under Revenue Procedure 2007-44 and Revenue Procedure 2011-49. The Participating Employer understands that the implementing amendment reads as follows:

With the approval of the Trustees, the Practitioner shall amend the Plan on behalf of all Participating Employers, including those Participating Employers who have adopted the Plan prior to this 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 Participating Employers.

Notwithstanding the foregoing paragraph, the Practitioner shall no longer have the authority to amend the Plan on behalf of any Participating Employer as of either:

- the date the Internal Revenue Service requires the Participating Employer to file Form 5300 as an individually designed plan as a result of an amendment by the Participating Employer to incorporate a type of Plan not allowable in a volume submitter plan as described in Revenue Procedure 2011-49; or
- as of the date of the Plan is otherwise considered an individually designed plan due to the nature and extent of the amendments.

If the Participating Employer is required to obtain a determination letter for any reason in order to maintain reliance on the advisory letter, the Practitioner's authority to amend the Plan on behalf of the Participating Employer is conditioned on the Plan receiving a favorable determination letter. In any event, any amendment made by the Practitioner is subject to the approval of the Trustees.

GMA will maintain or have maintained on behalf of the Practitioner a record of the Participating Employers, and GMA on behalf of the Practitioner will make reasonable and diligent efforts to ensure that Participating Employers have actually received and are aware of all Plan amendments and that such Participating Employers adopt new documents when necessary. The provisions of this Section shall supersede other provisions of the Plan to the extent those other provisions are inconsistent.

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

Section 5.

(a) The Participating Employer shall abide by the terms of the Plan and the Trust, including amendments to the Plan made under Section 4 and to the Trust made by the Trustees of the Plan, all investment, administrative, and other service agreements of the Plan and the Trust, and all applicable provisions of the Internal Revenue Code and other applicable law.

(b) The Participating Employer accepts the administrative services to be provided by GMA and any services provided by a Service Manager as delegated by the Trustees. The Participating Employer acknowledges that fees will be imposed with respect to the services provided and that such fees may be deducted from the Participants' Accounts.

Section 6.

(a) The Participating Employer may terminate its participation in the Plan, including but not limited to, its contribution requirements, if it takes the following actions:

- (i) A resolution must be adopted terminating its participation in the Plan.
- (ii) The resolution must specify when the participation will end.

The Trustees shall determine whether the resolution complies with the Plan, and all applicable federal and state laws, shall determine an appropriate effective date, and shall provide appropriate forms to terminate ongoing participation. However, distributions under the Plan of existing accounts to Participants will be made in accordance with the Plan.

(b) The Participating Employer acknowledges that the Plan contains provisions for involuntary Plan termination.

Section 7. The Participating Employer acknowledges that all assets held in connection with the Plan, including all contributions to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, property or rights shall be held in trust for the exclusive benefit of Participants and their Beneficiaries under the Plan. No part of the assets and income of the Plan shall be used for, or diverted to, purposes other than for the exclusive benefit of Participants and their Beneficiaries and for defraying reasonable expenses of the Plan. All amounts of compensation deferred pursuant to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, property or rights held as part of the Plan, shall be transferred to the Trustees to be held, managed, invested and distributed as part of the Trust Fund in accordance with the provisions of the Plan. All contributions to the Plan must be transferred by the Participating Employer to the Trust Fund. All benefits under the Plan shall be distributed solely from the Trust Fund pursuant to the Plan.

Section 8. This resolution and the Adoption Agreement (and any Addendum) shall be submitted to the Trustees for their approval. The Trustees shall determine whether the resolution complies with the Plan, and, if it does, shall provide appropriate forms to the Participating Employer to implement participation in the Plan. The Trustees may refuse to approve an Adoption Agreement (and any Addendum) by an Employer that does not have state statutory authority to participate in the Plan. The Governing Authority hereby acknowledges that it is responsible to assure that this resolution and the Adoption Agreement (and any Addendum) are adopted and executed in accordance with the requirements of applicable law.

Adopted by the Governing Authority on _____, _____, in accordance with applicable law.

By: _____
Signature

Name and Title

Attest: _____

Date: _____

[Governing Authority should assure that applicable law is followed in the adoption and execution of this resolution.]

GMA 401(a) DEFINED CONTRIBUTION PLAN ADOPTION AGREEMENT

ADMINISTRATOR

Georgia Municipal Association
201 Pryor Street, SW
Atlanta, Georgia 30303
Telephone: 404-688-0472
Facsimile: 678-686-6289

PARTICIPATING EMPLOYER

Name: City of Lilburn, Georgia

GOVERNING AUTHORITY

Name: Mayor and Council of the City of Lilburn, Georgia
Address: 76 Main Street, Lilburn, GA 30041-5020
Phone: (770) 921-2210
Facsimile: (770) 921-8942
E-mail: _____

Person Authorized to receive Official Notices from the Plan or GMA:
Human Resources Director

DISCLOSURE OF OTHER 401(a) PLAN(S)

This Participating Employer does or does not have an existing defined contribution plan(s). If the Participating Employer does have one or more defined contribution plans, the Governing Authority must provide the plan name, name of the provider, and such other information requested by the Administrator.

TYPE OF ADOPTION AND EFFECTIVE DATE

NOTE: This Adoption Agreement, with the accompanying Master Plan Document, is designed to comply with Internal Revenue Code Section 401(a), as applicable to a governmental qualified defined contribution plan, and is part of the GMA Defined Contribution and Deferred Compensation Program. Plan provisions designed to comply with certain provisions of the Pension Protection Act of 2006 ("PPA"), Heroes Earnings and Assistance and Relief Tax of 2007 (HEART"), the Worker, Retiree, and Employer Recovery Act of 2008 ("WRERA"), the

final Treasury regulations under Code Section 415 published on April 5, 2007, and, based on the model amendment provided under Internal Revenue Service Notice 2009-82 are intended as good faith compliance with the requirements of PPA, HEART, and WRERA to be construed in accordance with PPA, HEART, and WRERA and guidance issued thereunder effective for Plan Years set forth herein. 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 2010-90 (the 2010 Cumulative List) are effective as of the applicable effective dates set forth in the Adoption Agreement and Master Plan Document. By adopting this Adoption Agreement, with its accompanying Master Plan Document, the Participating Employer is adopting a plan document intended to comply with Internal Revenue Code Section 401(a), as updated by PPA, HEART, and WRERA and the 2010 Cumulative List with the applicable effective dates.

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

- This is a new defined contribution plan adopted by the Participating Employer for its Employees effective _____, _____ (**insert effective date of this Adoption Agreement but not earlier than the beginning of the plan year in which the plan is adopted**), with respect to Contributions as approved by the Board of Trustees below.
- Check this box if any non-conforming provisions will be included in Plan provisions. An Addendum must be requested from GMA to be completed as part of the Adoption Agreement.
- This is an amendment and restatement of the current GMA 401(a) Defined Contribution Plan or other defined contribution plan of the Participating Employer, the effective date of which shall be _____, _____ (**insert effective date of this Adoption Agreement but not earlier than the first day of the 2007 plan year or the beginning of the plan year in which the plan is adopted**). This Adoption Agreement 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**).
 - Check this box if (i) any preexisting plan provisions will be preserved from a superseded non-GMA plan or (ii) any non-conforming provisions will be included in Plan provisions. An Addendum must be requested from GMA to be completed as part of the Adoption Agreement.
- This is an amendment to be effective as of **the date of its approval by the Governing Authority** (**insert effective date of this Adoption Agreement but not earlier than then beginning of the remedial amendment period for such amendment**) of the current GMA 401(a) Defined Contribution Plan previously adopted by the Participating Employer, which was originally effective **July 1, 2001**, as follows (**please specify type below**):

- This is an amendment to change one or more of the Participating Employer's contribution design elections in the Adoption Agreement.
- This is an amendment to add a new Department or a new class of Eligible Employees.
- This is an amendment to discontinue participation in the Plan by one or more Departments or classes of Employees.
- Other (must specify elective provisions in this Adoption Agreement): This is an amendment to change the hour per week eligibility requirement to a minimum of 29 hours per week (see p. AA-5). This is also a restatement of the current Plan.
- Check this box if any non-conforming provisions will be included in Plan provisions. An Addendum must be requested from GMA to be completed as part of the Adoption Agreement.

PLAN YEAR

Plan Year means the Participating Employer's Fiscal Year. For purposes of the limitations under Code Section 415(c) set forth in Article V of the Master Plan Document, the limitation year means the calendar year.

The Employer's Fiscal Year starts on: July 1 (insert month and day e.g., July 1).

COVERED DEPARTMENTS

A Participating Employer may cover all of its departments in the Plan or only those listed (check one):

- All Departments
- All Departments eligible to participate under the Employer's GMEBS defined benefit plan. Note: This box may only be checked if the Participating Employer's defined benefit plan is administered by GMEBS.
- Covered Departments (must specify): _____

ELIGIBLE EMPLOYEES

Only Employees as defined in the Plan may be covered by the Adoption Agreement. Independent contractors may not participate in the Plan. Subject to other conditions in the Plan and this Adoption Agreement, the following Employees of the Covered Departments are eligible to participate in the Plan, provided that they satisfy any additional eligibility requirements specified under "Other Eligibility Requirements" below (**check one**):

- All
- All with the following exclusions:
 - Municipal Legal Officer
 - Elected or appointed officials
 - Other¹ (**must specify and clearly define the ineligible classification of employees**): Any individual not classified as a permanent employee.
- Only employees in any 457(b) plan of the Employer. Note: This box must be checked if the sole purpose of this Plan is to provide Employer contributions to match Employee contributions to a 457(b) Plan.
- Only employees in the GMEBS defined benefit plan. Note: This box may only be checked if the Participating Employer's defined benefit plan is administered by GMEBS.
- Other¹ (**must specify and clearly define the classification of Eligible Employees; Eligible Employees shall not include non-governmental employees, independent contractors, or any other ineligible individuals**):

No employee may be excluded based on the attainment of a maximum age.

The Employer shall provide the Trustees with the name, address, Social Security Number, and date of birth for each Eligible Employee, as defined by the Adoption Agreement.

OTHER ELIGIBILITY REQUIREMENTS

Minimum Hours Per Week -- A Participating Employer may prescribe a minimum number of hours that an Employee must be scheduled and normally work in order to be an Eligible Employee under the Plan. The Employer hereby elects the following (elect either "No Minimum Hours Required" or "Minimum Hours Required" below. If you elect to have a minimum hour requirement you must specify the number of hours required in the space provided below).

¹ Do not specify the inclusion or exclusion of a participant by using the name of the employee.

- No Minimum Number of Hours Required**
- Minimum Hours Required Per Week (regularly scheduled):**
 - 29 (must not exceed 40 hours/week)**
 - Same Minimum Hours Required as provided in GMEBS defined benefit plan. Number of Hours: _____. **Note:** This box may only be checked if the Participating Employer's defined benefit plan is administered by GMEBS.
- Other Minimum Hour Requirement (must specify):**

If any Eligible Employee ceases to meet the Minimum Hour Requirement (if any), he or she becomes ineligible for additional contributions until he or she once again meets the requirement. It is the Participating Employer's responsibility to monitor this requirement and to report to the Administrator a change in employee eligibility.

Waiting Period -- A Participating Employer may establish a waiting period before an Eligible Employee may become a Participant in the Plan. The Employer hereby elects the following (elect "no waiting period" or one of the waiting period options below):

- No waiting period.** An Eligible Employee may become a Participant immediately upon meeting the eligibility conditions of the Plan.
- A waiting period described under one of the following options (check one):**
 - Minimum Period of Service (please complete items below):**

The waiting period for participation in the Plan shall be **12 months** (not to exceed 12 months) of service, calculated from the commencement of the Eligible Employee's employment with the Employer.

Eligible Employees who are employed on the date the Plan is adopted
 will be will not be given credit for prior service as an Employee for purposes of satisfying the waiting period.

Different periods of service will be will not be added together to determine whether the waiting period has been satisfied.

- Minimum Period of Contributions to 457(b) Plan (please complete items below):**

The waiting period for participation in the Plan shall be _____ (not to exceed 12 months) of the Eligible Employee's making contributions to the Employer's 457(b) plan(s).

Eligible Employees who are employed on the date the Plan is adopted will be will not be given credit for prior contributions made to the 457(b) Plan for purposes of satisfying the waiting period.

After initially meeting the waiting period, any interruption of employee contributions to the 457(b) plan(s) will will not require the employee to meet another waiting period to qualify for matching contributions.

Different periods of service in which deferrals are made as an Eligible Employee will will not be added together to determine if the waiting period has been satisfied.

EMPLOYER CONTRIBUTIONS

A Participating Employer may make Matching Contributions **and/or** Non-Matching Contributions as specified below. Matching Contributions and Non-Matching Contributions that are tied to Payroll Periods (as defined in this Adoption Agreement) must be remitted to the Administrator no later than 15 business days after the Payroll Period. Annual Contributions must be remitted to the Administrator no later than 15 days after the end of the Plan Year. A Participating Employer may establish one or more classes of employees for contribution purposes in this Adoption Agreement. However, no employee may be excluded from contributions based on the attainment of a maximum age.

The Participating Employer hereby elects to make contributions as follows (**check matching, non-matching, or both as applicable**):

Matching Contributions

Employer Contributions shall be made to match all or a portion of a Participant's contribution to an eligible 457(b) deferred compensation plan, including the GMA Deferred Compensation Plan. The Employer must identify the class or classes of Participants for whom contributions will be made and the contribution formula:

Class A Matching Contributions will be made on the following basis for **Class A** Participants:

Class A Participants are (**check one**):

- All Eligible Employees
- Other (**must specify; any individuals specified must be Eligible Employees**): _____

The Employer elects the following matching contribution formula for Class A Participants (check and complete "Percentage Match," "Flat Dollar Match," or "Other Formula" below):

- Percentage Match:** For each Payroll Period in which the Participant contributed to _____ (insert plan name) a 457(b) Plan of the Employer, the Employer will contribute _____% (insert percentage) of the dollar amount contributed to the 457(b) Plan. (For example, if an Employer elects a 50% match, then for every \$10 the Participant contributes to the 457(b) Plan, the Employer will contribute \$5 to this Plan).

Cap on Percentage Match - The Employer may wish to establish a cap on its matching contributions, so that the percentage (%) match amount indicated above cannot exceed a certain amount per Payroll Period. The Employer hereby elects the following cap on its percentage matching contribution (check and fill in \$ or % of compensation limit to apply below, or check "no cap" below):

- Flat Dollar Cap:** In no event will Matching Contributions made on behalf of a Participant exceed a flat dollar amount equal to (complete as applicable):

\$ _____ per weekly Payroll Period
\$ _____ per bi-weekly Payroll Period
\$ _____ per semi-monthly Payroll Period
\$ _____ per monthly Payroll Period

[Note: If the Employer has more than one Payroll Period, you should indicate dollar cap that will apply with respect to each Payroll Period e.g., \$100 per weekly Payroll Period, and \$200 per bi-weekly Payroll Period].

- Cap Equal to Percentage of Total Compensation:** In no event will Matching Contributions made on behalf of a Participant exceed _____% of the Participant's §457(e)(5) includable compensation (gross income from the Employer) per Payroll Period.

- No Cap**

- Flat Dollar Match:** For each Payroll Period in which the Participant contributed at least \$ _____ (may be \$1 to \$25) to a 457(b) Plan of the Employer, the Participating Employer will contribute a flat dollar amount as shown below (complete as applicable):

\$ _____ per weekly Payroll Period

\$ _____ per bi-weekly Payroll Period
\$ _____ per semi-monthly Payroll Period
\$ _____ per monthly Payroll Period

- Other Formula for Calculating Matching Contributions (must specify formula that complies with definitely determinable requirements of Treasury Regulations Section 1.401-1(b)(1)(i) and does not violate limits applicable to governmental plans under Code Sections 401(a)(17) and 415):**

[Do not complete following section on Class B Matching Contributions if all Eligible Employees are included in Class A above].

Class B Matching Contributions will be made on the following basis for Class B Participants:

Class B Participants are (must specify; all individuals specified must be Eligible Employees):

The Employer elects the following matching contribution formula for Class B Participants (check and complete "Percentage Match," "Flat Dollar Match," or "Other Formula" below):

- Percentage Match:** For each Payroll Period in which the Participant contributed to _____ (insert plan name) a 457(b) Plan of the Employer, the Employer will contribute _____ % (insert percentage) of the dollar amount contributed to the 457(b) Plan. (For example, if an Employer elects a 50% match, then for every \$10 the Participant contributes to the 457(b) Plan, the Employer will contribute \$5 to this Plan).

Cap on Percentage Match - The Employer may wish to establish a cap on its matching contributions, so that the percentage (%) match amount indicated above cannot exceed a certain amount per Payroll Period. The Employer hereby elects the following cap on its percentage matching contribution (check and fill in \$ or % of compensation limit to apply below, or check "no cap" below):

- Flat Dollar Cap:** In no event will Matching Contributions made on behalf of a Participant exceed a flat dollar amount equal to (complete as applicable):

\$ _____ per weekly Payroll Period
\$ _____ per bi-weekly Payroll Period
\$ _____ per semi-monthly Payroll Period

\$ _____ per monthly Payroll Period

[Note: If the Employer has more than one Payroll Period, you should indicate dollar cap that will apply with respect to each Payroll Period e.g., \$100 per weekly Payroll Period, and \$200 per bi-weekly Payroll Period].

Cap Equal to Percentage of Total Compensation: In no event will Matching Contributions made on behalf of a Participant exceed _____% of the Participant's §457(e)(5) includable compensation (gross income from the Employer) per Payroll Period.

No Cap

Flat Dollar Match: For each Payroll Period in which the Participant contributed at least \$ _____ (may be \$1 to \$25) to a 457(b) Plan of the Employer, the Participating Employer will contribute a flat dollar amount as shown below (complete as applicable):

\$ _____ per weekly Payroll Period
\$ _____ per bi-weekly Payroll Period
\$ _____ per semi-monthly Payroll Period
\$ _____ per monthly Payroll Period

Other Formula for Calculating Matching Contributions (must specify formula that complies with definitely determinable requirements of Treasury Regulations Section 1.401-1(b)(1)(i) and does not violate limits applicable to governmental plans under Code Sections 401(a)(17) and 415):

[Skip to "Payroll Period" below if Employer is not going to make Non-Matching Contributions]

Non-Matching Contributions

The Employer hereby elects to make contributions to the Plan without regard to a Participant's contribution to a 457(b) plan(s). The Employer must identify the class or classes of Participants for whom these contributions will be made and the contribution formula:

Non-Matching Contributions shall be made on the following basis for Class C Participants:

Class C Participants are (check one):

- All Eligible Employees
- Other (must specify; any individuals specified must be Eligible Employees): _____.

The Employer elects the following contribution formula for Class C Participants (check one):

- Year-End Contributions: A one-time Plan Year-end contribution of \$ _____ or _____ % of Compensation per Participant.
- 10%** of Compensation per Participant for each Payroll Period.
- A flat dollar amount per Payroll Period as shown below (complete as applicable):

\$ _____ per weekly Payroll Period
\$ _____ per bi-weekly Payroll Period
\$ _____ per semi-monthly Payroll Period
\$ _____ per monthly Payroll Period

- Other Formula for Calculating Non-Matching Contributions (must specify formula that complies with definitely determinable requirements of Treasury Regulations Section 1.401-1(b)(1)(i) and does not violate limits applicable to governmental plans under Code Sections 401(a)(17) and 415):

[Do not complete the following section on Class D Non-Matching Contributions if all Eligible Employees are included in Class C above].

Non-Matching Contributions shall be made on the following basis for Class D Participants:

Class D Participants are (must specify; all individuals specified must be Eligible Employees): _____.

The Employer elects the following contribution formula for Class D Participants (check one):

- Year-End Contributions: A one-time Plan Year-end contribution of \$ _____ or _____% of Compensation per Participant.
- _____% of Compensation per Participant for each Payroll Period.
- A flat dollar amount per Pay Period as shown below **(complete as applicable)**:
 - \$ _____ per weekly Payroll Period
 - \$ _____ per bi-weekly Payroll Period
 - \$ _____ per semi-monthly Payroll Period
 - \$ _____ per monthly Payroll Period
- Other Formula for Calculating Non-Matching Contributions (must specify formula that complies with definitely determinable requirements of Treasury Regulations Section 1.401-1(b)(1)(i) and does not violate limits applicable to governmental plans under Code Sections 401(a)(17) and 415):

For purposes of computing non-matching contributions, "Compensation" is defined in the Plan, subject to the limits imposed by Georgia Code Section 47-1-13(b) and Internal Revenue Code Section 401(a)(17), as adjusted for cost-of-living increases under Internal Revenue Code Section 401(a)(17)(B).

COMPENSATION

Compensation Paid After Severance From Employment -- A Participating Employer may elect to include certain post-severance payments in Compensation for purposes of computing contributions under the Plan, but only if these amounts are paid no later than 2½ months after severance from employment or, if later, the end of the calendar year that includes a Participant's severance from employment, and only if it is a payment that, absent a severance from employment, would have been paid to the Participant while the Participant continued in employment with the Participating Employer. The Participating Employer makes the following election with respect to including post-severance payments in Compensation (Note: if the following is not completed, no post-severance payments will be included in Compensation by default):

- No post-severance payments will be included in Compensation for purposes of computing contributions under the Plan (if this box is checked, skip to "Payroll Period" below).

For purposes of calculating contributions under the Plan, the following post-severance payments will be included in Compensation, as long as: 1) they are paid no later than 2½ months after severance from employment or, if later, the end of the calendar year that includes the Participant's severance from employment; and 2) absent a severance from employment, they would have been paid to the Participant while the Participant continued in employment with the Participating Employer (check all that apply):

regular compensation paid after severance from employment for services rendered prior to severance during the Participant's regular working hours

compensation paid after severance from employment for services rendered prior to severance outside the Participant's regular work hours (such as overtime or shift differential), commissions, bonuses, or other similar payments

post-severance payments for unused accrued bona fide sick, vacation or other leave, but only if the Participant would have been able to use the leave if employment had continued

Other: _____

PAYROLL PERIOD

The payroll period of the Participating Employer is:

- Weekly
- Bi-Weekly
- Semi-Monthly
- Monthly

VESTING FOR EMPLOYER MATCHING CONTRIBUTIONS (Complete if Employer is Making Matching Contributions)

A Participating Employer may establish a vesting schedule for Employer Matching Contributions. This means that if the Participant leaves the Participating Employer's employment prior to completing a specified period of service (not to exceed 5 years), the Participant forfeits all or part of the Employer's Matching Contributions. However, upon Death or Disability or the termination of the Plan, the Participant is 100% vested in the Participant's Employer Matching Contributions, notwithstanding any vesting schedule. If a vesting schedule is established, it is the Employer's responsibility to calculate the Eligible Employee's service and report it to the Administrator. Unless otherwise specified below, for purposes of vesting, service means the number of years and complete months of service of a Participant as an Eligible

Employee of the Employer and the Participant's service begins with the first day of employment as an Eligible Employee. The Employer hereby elects the following (check one):

- Immediate Vesting.** No vesting schedule. Employer Matching Contributions are 100% vested from the time credited to the Participant's Account (if this option is elected, do not complete the rest of this section).
- Cliff Vesting.** Employer Matching Contributions are 100% vested after a Participant has been employed as an Eligible Employee for _____ years (not to exceed 5 years) (the "Vesting Period"). Matching contributions remain 0% vested until the Participant satisfies the full Vesting Period.
- Graduated Vesting Schedule.** Employer Matching Contributions are vested on the following graduated scale (insert vesting % for each completed year of service as an Eligible Employee. **Note:** Maximum waiting period for 100% vesting may not exceed 5 years):

<u>Completed Years of Service as Eligible Employee</u>	<u>Vested %</u>
1 year	_____ %
2 years	_____ %
3 years	_____ %
4 years	_____ %
5 years	_____ 100 %

Complete the following items if Employer has elected Cliff Vesting or Graduated Vesting:

In determining the Participant's total years of service for vesting purposes, Eligible Employees who are employed on the date the Plan is adopted by the Employer (**check one**): will be will not be given credit for prior service as an Eligible Employee.

In determining the Participant's total years of service for vesting purposes, different periods of employment as an Eligible Employee (**check one**): will be added together will not be added together will be added together if the Participant is reemployed with the Employer before completing a period of separation of _____ years (not to exceed 5 years).

VESTING FOR EMPLOYER NON-MATCHING CONTRIBUTIONS
(Complete if Employer is making Non-Matching Contributions)

A Participating Employer may establish a vesting schedule for Employer Non-Matching Contributions. This means that if the Participant leaves the Participating Employer's employment prior to completing a specified period of service (not to exceed 5 years), the

Participant forfeits all or part of the Employer's Non-Matching Contributions. However, upon Death or Disability or the termination of the Plan, the Participant is 100% vested in the Participant's Employer Non-Matching Contributions, notwithstanding any vesting schedule. If a vesting schedule is established, it is the Employer's responsibility to calculate the Eligible Employee's service and report it to the Administrator. Unless otherwise specified below, in calculating the Vesting Period, service means the number of years and complete months of service of a Participant as an Eligible Employee of the Employer, and the Participant's service begins with the first day of employment as an Eligible Employee. The Employer hereby elects the following (**check one**):

- Immediate Vesting.** No vesting schedule. Employer Non-Matching Contributions are 100% vested from the time credited to the Participant's Account (**if this option is elected, do not complete the rest of this section**).
- Cliff Vesting.** Employer Non-Matching Contributions are 100% vested after a Participant has been employed as an Eligible Employee for _____ years (**not to exceed 5 years**) (the "Vesting Period"). Non-Matching Contributions remain 0% vested until the Participant satisfies the full Vesting Period.
- Graduated Vesting Schedule.** Employer Non-Matching Contributions are vested on the following graduated scale (**insert vesting % for each completed year of service as an Eligible Employee. Note: Maximum waiting period for 100% vesting may not exceed 5 years**):

<u>Completed Years of Service as Eligible Employee</u>	<u>Vested %</u>
1 year	<u>0%</u>
2 years	<u>25%</u>
3 years	<u>50%</u>
4 years	<u>75%</u>
5 years	<u>100%</u>

Complete the following items if the Employer has elected Cliff Vesting or Graduated Vesting:

In determining the Participant's total years of service for vesting purposes, Eligible Employees who are employed on the date the Plan is adopted by the Employer (**check one**): will be will not be given credit for prior service as an Eligible Employee.

In determining the Participant's total years of service for vesting purposes, different periods of employment as an Eligible Employee (**check one**): will be added together will not be added together will be added together if the Participant is reemployed with the Employer before completing a period of separation of _____ years (not to exceed 5 years).

TREATMENT OF FORFEITURES

If a Participant separates from service, the Participant's non-vested Employer Matching Contributions and/or non-vested Employer Non-Matching Contributions shall be forfeited as of the date of the Participant's Separation from Service. Amounts forfeited during a Plan Year shall be held unallocated until they are used to reduce or otherwise supplement Employer Contributions as of the earliest possible date such contributions are required to be made to the Plan.

MODIFICATION OF THE TERMS OF THE ADOPTION AGREEMENT

If a Participating 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 Trustees for approval. The amendment of the new Adoption Agreement (or Addendum) is not effective until approved by the Trustees and other procedures required by the Plan have been implemented.

The Administrator will inform the Participating Employer of any amendments made by the Trustees to the Plan.

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 Participating Employer of the discontinuance or abandonment of the Plan by the Trustees.

EXECUTION BY EMPLOYER

This Adoption Agreement (and any Addendum) may only be used in conjunction with The Georgia Municipal Association 401(a) Defined Contribution Plan Master Plan Document approved by the Internal Revenue Service under an advisory letter J593619a dated March 31, 2014.

The failure to properly complete this Adoption Agreement (or any Addendum), or to operate and maintain the Plan and Trust in accordance with the terms of the completed Adoption Agreement (and any Addendum), Master Plan Document and Trust, may result in disqualification of the Plan under the Code. Inquiries regarding the adoption of the Plan, the meaning of Plan provisions, or the effect of the IRS advisory letter should be directed to the Administrator. The Administrator is the Georgia Municipal Association, 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: GMA General Counsel or Deputy Executive Director, Risk Management and Employee Benefits.

The foregoing Adoption Agreement is hereby adopted and approved on the ____ day of _____, _____, by the _____.

Signed: _____

Printed Name: _____

Title: _____

Date of Signature: _____

TRUSTEES APPROVAL

The Adoption Agreement is approved by the Board of Trustees of the GMA Defined Contribution and Deferred Compensation Plan.

[Complete the following if the purpose of this Adoption Agreement is to establish a new defined contribution plan or to restate a preexisting defined contribution plan of the Participating Employer (other than a GMA 401(a) Defined Contribution Plan).]

Contributions shall first be remitted as follows:

- within 15 business days after the Payroll Period ending _____.
- On the following prospective date (specify a specific date): _____.

Dated: _____

By: _____

Title: _____

on behalf of the Board of Trustees

**ADDENDUM TO
THE GEORGIA MUNICIPAL ASSOCIATION
401(a) DEFINED CONTRIBUTION PLAN
ADOPTION AGREEMENT**

This is an Addendum to the amended Adoption Agreement for the City of Lilburn, Georgia ("Participating Employer") under the GMA 401(a) Defined Contribution Plan ("GMA Plan"), which will become effective on the date of adoption by the city. The Adoption Agreement will remain in effect. This Addendum shall replace and supersede any previous Addendum to the Adoption Agreement. It modifies the Adoption Agreement in the following ways (complete all that apply):

- Restatement of Existing Plan.** Effective March 14, 2016, the GMA Plan Adoption Agreement for the Participating Employer, including this Addendum ("Plan"), shall be considered to amend, restate, and replace the December 8, 2008 ("Superseded Plan") previously adopted by the Participating Employer. Specific provisions relating to the Superseded Plan that will be preserved under the GMA Plan Adoption Agreement for the Plan are elected below (**complete all that apply**):
 - Frozen Plan.** The Superseded Plan is a frozen plan. Notwithstanding any provision in the GMA Plan Adoption Agreement to the contrary, no contributions are required or permitted to be made and no benefits will accrue for service or compensation after _____, _____ (**insert the freeze effective date**).
 - Protect Existing Vesting Provisions.** Notwithstanding any provisions of the GMA Plan or the Participating Employer's Plan to the contrary, the following protected vesting provisions shall apply with respect to the transferred accounts under the Superseded Plan as of _____, _____ (**insert the effective date of the transfer to the Trust for the GMA Plan**).

Notwithstanding the vesting provisions elected in the Adoption Agreement for the Participating Employer's Plan, a Participant will be vested in his or her account balance transferred from the Superseded Plan, as follows (**check one**):

- Immediate 100% vesting.
- Cliff 100% vesting after the Participant has been employed as an Eligible Employee for _____ years (**not to exceed 10 years**).

- Graduated vesting based on the following scale:

<u>Completed Years of Service as an Eligible Employee</u>	<u>Vested %</u>
1 year	_____ %
2 years	_____ %
3 years	_____ %
4 years	_____ %
5 years	_____ %
6 years	_____ %
7 years	_____ %
8 years	_____ %
9 years	_____ %
10 years	100%

The vesting provisions elected in this section must comply with the pre-ERISA vesting standards applicable to governmental plans. Furthermore, a Participant shall be 100% vested (i) at all times in any employee contributions made under the Superseded Plan, and (ii) in his or her total account balance upon reaching Normal Retirement Age.

- Accept Existing After-Tax Contributions.** Notwithstanding the fact that the GMA Plan does not require or permit employee after-tax contributions, the GMA Plan will accept the transfer of amounts attributable to employee after-tax contributions that were made under the Superseded Plan up until the payroll period ending _____, _____ (**specify last day of applicable payroll period**). Employee after-tax contributions will not be required or permitted after such date.
- One-Time Irrevocable Waiver of Participation.** Participation in the Plan is considered mandatory for all Eligible Employees who satisfy the eligibility conditions specified in the Adoption Agreement. However, the Employer may specify below that participation is optional for certain classes of Eligible Employees, including elected or appointed members of the Governing Authority, Municipal Legal Officers, City Managers, and/or Department Directors. If participation is optional for an Eligible Employee, then in order to become a Participant, he must make an election to participate within _____ days (**specify number not to exceed 120 days**) after employment, election or appointment to office, or if later, the date he first becomes eligible to participate in the Plan. The election is irrevocable, and the failure to make the election within the specified time period shall be deemed an irrevocable election not to participate in the Plan.

Classes for whom participation is optional:

- Elected or appointed members of the Governing Authority
 Municipal Legal Officers
 City Manager

- Department Directors
 - Other (must specify; any individuals specified must be Eligible Employees):
-

- Involuntary Termination.** If a Participant is involuntarily terminated from employment with the Participating Employer without cause, as determined by the Participating Employer, the Participant shall be considered vested in his or her account balance existing as of the date of his or her termination and the forfeiture requirements under the Adoption Agreement shall not apply.
- Periods of Employment Relating to Withdrawal.** If a Participant withdraws his or her account balance from the Participating Employer's Plan upon Separation from Service, the period(s) of employment relating to that withdrawal will not be aggregated for vesting purposes. Once an Eligible Employee is in vested status, a subsequent break in service and reemployment with the same Employer does not affect the Eligible Employee's vested status if a Participant has not withdrawn his or her account balance from the Participating Employer's Plan.

Additional Provisions:

1. **Amendment and Restatement of Superseded Plan** – Effective July 1, 2001, the GMA 401(a) Defined Contribution Plan Adoption Agreement for the City of Lilburn, including this Addendum, shall be considered to amend, restate, and replace the Datair Mass-Submitter Prototype Non-Standardized Money Purchase Pension Plan (the superseded plan) previously adopted by the City.

2. **Administration of Existing Loans** – Notwithstanding the fact that loans are not permitted under Article XVII of the GMA 401(a) Defined Contribution Master Plan Document, which prohibits loans under the Plan, employees of the City who have loans outstanding under the Datair Mass-Submitter Prototype Non-Standardized Money Purchase Pension Plan (the superseded plan) as of the day immediately preceding the date the City first adopted the GMA 401(a) Defined Contribution Plan will be permitted to repay such loans in accordance with and subject to the terms of the loan application and procedures established and promissory notes executed under the superseded plan, subject to reasonable adjustment for GMA's and its Service Manager's convenience. Said employees include: Rick Holmes, Donny Kelley, Jeff Kinney, Bob Sluder and Rob Worley.

No new loans will be permitted under the GMA 401(a) Defined Contribution Plan, and the employees named above will not be permitted to increase their loan amount or lengthen a loan's repayment period.

In accordance with Section 8 of the pre-existing loan procedures, the City will continue to be responsible for monitoring and processing employee loan payments, and if necessary, administering the default provisions of Section 7 of the loan procedures. Principal and interest payments will continue to be made by means of payroll withholding in accordance

with the terms of the employee's promissory note, and the City will forward said payments to the GMA 401(a) Defined Contribution Plan Service Manager.

With respect to these pre-existing loans, the responsibility of the Board of Trustees of the GMA 401(a) Defined Contribution and Deferred Compensation Program and the Service Manager of the program shall be limited only to accepting and properly crediting loan repayments made hereunder. Except as specifically provided herein, the Board of Trustees of the GMA 401(a) Defined Contribution and Deferred Compensation Program and the Service Manager of the program will have no fiduciary, tax-reporting, or other responsibilities with respect to repayment or disposition of the above-described loans.

3. Existing Life Insurance Policies – Notwithstanding the fact that life insurance policies are not a recognized or permitted investment vehicle under the GMA 401(a) Defined Contribution and Deferred Compensation program, employees of the City who have life insurance policies in effect under the Datair Mass-Submitter Prototype Non-Standardized Money Purchase Pension Plan (the superseded plan) as of the day immediately preceding the date the City adopts the GMA 401(a) Defined Contribution Plan will be permitted to keep such life insurance policies in effect, in accordance with and subject to the terms and conditions set forth in said policies and in the superseded plan. Said employees include: Jeff Kinney, Kim Banks and Bob Sluder.

No new life insurance policies will be issued under the GMA 401(a) Defined Contribution Plan, and the employees named above will not be permitted to purchase any additional life insurance policies under the GMA program.

The City will continue to be responsible for processing and remitting premium payments due on the existing life insurance policies by withholding the premium amount due from annual contributions made by the City to the GMA 401(a) Defined Contribution Plan on behalf of affected employee participants, and forwarding said premium to the insurance company which issued the policy on behalf of each such participant. GMA and its Service Manager will not provide any record-keeping or other services concerning the policies, and will not pay or tax-report any distribution concerning the policies. The Board of Trustees of the GMA 401(a) Defined Contribution and Deferred Compensation Program and the Service Manager of the program shall have no fiduciary or other responsibilities with respect to maintenance, control, or disposition of the above-described life insurance policies.

4. Delayed Transfer of Assets to Avoid Penalties – Certain investment vehicles maintained under the Datair Mass-Submitter Prototype Non-Standardized Money Purchase Pension Plan (the superseded plan) impose fees and/or penalties if funds are withdrawn or transferred from them before a certain period of time has elapsed (hereinafter referred to as "early withdrawal penalties"). In order to avoid or minimize the impact of such early withdrawal penalties, former participants in the superseded plan will be permitted to continue holding funds in such vehicles until it becomes possible to transfer said funds to the GMA 401(a) Defined Contribution and Deferred Compensation program without such penalties. Thus, notwithstanding the fact that these investment vehicles are not recognized

or permitted under the GMA 401(a) Defined Contribution and Deferred Compensation program, former participants in the superseded plan who become participants in the GMA 401(a) Defined Contribution Plan for the City of Lilburn will be permitted to continue holding funds in such investment vehicles on a temporary basis, until such funds may be transferred to a GMA 401(a) Defined Contribution and Deferred Compensation program investment vehicle without early withdrawal penalties being imposed. It shall be the responsibility of the City and/or individual participants to ensure that such funds are transferred to a GMA 401(a) Defined Contribution and Deferred Compensation program investment vehicle as soon as reasonably practicable after they are no longer subject to early withdrawal penalties.

Participants in the GMA 401(a) Defined Contribution Plan will not be permitted to continue to hold funds in any investment vehicle of the superseded plan if those funds are not subject to an early withdrawal penalty. All funds except those subject to an early withdrawal penalty will be transferred to GMA Defined Contribution and Deferred Compensation program investment vehicles as soon as reasonably practicable after the GMA Plan is adopted and approved by the GMA Defined Contribution and Deferred Compensation program Board of Trustees.

Individual participants may effect a transfer of funds from an investment vehicle of the superseded plan to a GMA Defined Contribution and Deferred Compensation program investment vehicle, despite the early withdrawal penalty. New contributions made under the City's GMA 401(a) Defined Contribution Plan will be deposited and maintained only in investment vehicles which are recognized and permitted under the GMA 401(a) Defined Contribution and Deferred Compensation program. In no event will participants be permitted to transfer any funds from GMA program investment vehicles to an investment vehicle held under the superseded plan.

GMA and its Service Manager will not provide any record-keeping, administrative, advisory or other services concerning the maintenance or transfer of funds held in investment vehicles of the superseded plan, nor will they be responsible for any surrender charges or penalties upon transfer, or to tax-report, or advise participants with respect to the transfer, withdrawal, or distribution of any amounts from investment vehicles of the superseded plan. GMA and its Service Manager shall be responsible only for accepting and properly allocating funds transferred from investment vehicles of the superseded plan to the GMA program. The Board of Trustees of the GMA 401(a) Defined Contribution and Deferred Compensation Program and the Service Manager of the program shall otherwise have no fiduciary or other responsibilities with respect to administration, maintenance, control, or disposition of funds held in investment vehicles of the superseded plan.

EXECUTION BY EMPLOYER

The terms of the foregoing Addendum to the Adoption Agreement are hereby adopted and approved on the _____ day of _____, 2016, by the Mayor and Council. This Addendum will be effective as of the date of adoption by the City of Lilburn.

Signed: _____

Printed Name: _____

Title: _____

Date of Signature: _____

TRUSTEES' APPROVAL

The terms of the foregoing Addendum are approved by the Board of Trustees of the GMA Defined Contribution and Deferred Compensation Program.

Dated: _____

By: _____

Title: _____

on behalf of the Board of Trustees

**SUMMARY OF CHANGES
TO THE RESTATED
GEORGIA MUNICIPAL ASSOCIATION
401(A) DEFINED CONTRIBUTION PLAN**

I. GENERAL OVERVIEW

On March 31, 2014, the IRS issued a favorable advisory letter for the Pre-Approved Georgia Municipal Association 401(a) Defined Contribution Plan ("401(a) DC Master Plan"). The 401(a) DC Master Plan, as approved, incorporates the relevant provisions of the Pension Protection Act of 2006 ("PPA"), the Heroes Earnings and Assistance and Relief Tax of 2007 ("HEART"), the Worker, Retiree, and Employer Recovery Act of 2008 ("WRERA"), the final Treasury regulations under Code Section 415 published on April 5, 2007, and model amendments provided under Internal Revenue Service Notice 2009-82. As a result of these changes, each Employer is required to sign an updated 401(a).

II. SUMMARY OF CHANGES TO THE MASTER PLAN DOCUMENT

The following summarizes the changes in the restated 401(a) DC Master Plan:

- ❖ Incorporates previous amendments to the Master Plan document.
- ❖ Includes certain post-severance compensation, accrued before a participant's severance from employment but paid within 2-1/2 months after the participant's severance for annual Code Section 415 limitation testing purposes.
- ❖ Treats any differential pay and certain post-employment payments to employees in qualified military service as compensation for annual Code Section 415 limitation testing purposes.
- ❖ Clarifies that any corrections required with respect to contributions in excess of the annual Code Section 415 limitation may be done pursuant to the IRS correction program.
- ❖ Allows an employer to include coverage for additional employers who will be treated as participating employers in a multiple employer plan.
- ❖ Eliminates the forfeiture account and provides that participant's non-vested employer contributions forfeited during a calendar year must be used no later than the last day of the second month following the calendar year to reduce or supplement employer contributions. If the employer does not otherwise direct, forfeitures will be used to reduce employer contributions.
- ❖ Clarifies the payout options from which a participant may choose to have his or her benefits paid.

- ❖ Temporarily suspends the required minimum distribution rules for 2009 for required minimum distributions.
- ❖ Updates the eligible rollover distribution provisions.
- ❖ Updates rules relating to benefit payments to minors and individuals deemed incompetent.
- ❖ Clarifies the requirements to comply with the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA") and the Heroes Earnings Assistance and Relief Tax Act of 2008 ("HEART").

III. SUMMARY OF CHANGES TO THE ADOPTION AGREEMENT

The following summarizes the changes in the restated 401(a) DC Adoption Agreement:

- ❖ Requires employers to specify and clearly define the classes of employees who are eligible for, and excluded from, participation in the plan without identifying the names of the employees.
- ❖ Clarifies that an employee may not be excluded from participating or receiving contributions under an employer's plan based on the attainment of a maximum age.
- ❖ Permits employers to elect to include certain post-severance compensation, accrued before a participant's severance from employment but paid within 2-1/2 months after the participant's severance, as compensation for purposes of determining contributions to the plan.

As has been the case in the past, all amendments must be approved by the GMA Board of Trustees prior to implementation.



TAX EXEMPT AND
GOVERNMENT ENTITIES
DIVISION

DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
WASHINGTON, D.C. 20224

Plan Description: Volume Submitter Money Purchase Pension Plan
FFN: 315A4870002-001 Case: 201200179 EIN: 35-0874357
Letter Serial No: J593619a
Date of Submission: 03/30/2012

ICE MILLER LLP
ONE AMERICAN SQUARE, SUITE 2900
INDIANAPOLIS, IN 46282

Contact Person:
Janell Hayes
Telephone Number:
513-263-3602
In Reference To: TEGE:EP:7521
Date: 03/31/2014

Dear Applicant:

In our opinion, the form of the plan identified above is acceptable under section 401 of the Internal Revenue Code for use by employers for the benefit of their employees. This opinion relates only to the acceptability of the form of the plan under the Internal Revenue Code. It is not an opinion of the effect of other Federal or local statutes.

You must furnish a copy of this letter, a copy of the approved plan, and copies of any subsequent amendments to adopting employers if the practitioner is authorized to amend the plan on their behalf, to each employer who adopts this plan. Effective on or after 10/31/2011, interim amendments adopted by the practitioner on behalf of employers must provide the date of adoption by the practitioner.

This letter considers the changes in qualification requirements contained in the 2010 Cumulative List of Notice 2010-90, 2010-52 I.R.B. 909.

Our opinion on the acceptability of the form of the plan is not a ruling or determination as to whether an employer's plan qualifies under Code section 401(a). However, an employer that adopts this plan may rely on this letter with respect to the qualification of its plan under Code section 401(a), as provided for in Rev. Proc. 2011-49, 2011-44 I.R.B. 608, and outlined below. The terms of the plan must be followed in operation.

Except as provided below, our opinion does not apply with respect to the requirements of Code sections 401(a)(4), 401(l), 410(b), and 414(s). Our opinion does not apply for purposes of Code section 401(a)(10)(B) and section 401(a)(16) if an employer ever maintained another qualified plan for one or more employees who are covered by this plan. For this purpose, the employer will not be considered to have maintained another plan merely because the employer has maintained another defined contribution plan(s), provided such other plan(s) has been terminated prior to the effective date of this plan and no annual additions have been credited to the account of any participant under such other plan(s) as of any date within the limitation year of this plan. Also, for this purpose, an employer is considered as maintaining another plan, to the extent that the employer maintains a welfare benefit fund defined in Code section 419(e), which provides postretirement medical benefits allocated to separate accounts for key employees as defined in Code section 419A(d)(3), or an individual medical account as defined in Code section 415(l)(2), which is part of a pension or annuity plan maintained by the employer, or a simplified employee pension plan.

Our opinion does not apply for purposes of the requirement of section 1.401(a)-1(b)(2) of the regulations applicable to a money purchase plan or target benefit plan where the normal retirement age under the employer's plan is lower than age 62.

Letter 4335

ICE MILLER LLP
FFN: 315A4670002-001
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This is not a ruling or determination with respect to any language in the plan that reflects Section 3 of the Defense of Marriage Act, Pub. L. 104-199, 110 Stat. 2419 (DOMA) or U.S. v. Windsor, 570 U.S. 12 (2013), which invalidated that section.

This letter is not a ruling with respect to the tax treatment to be accorded contributions which are picked up by the governmental employing unit within the meaning of section 414(h)(2) of the Internal Revenue Code.

Our opinion applies with respect to the requirements of Code section 410(b) if 100 percent of all nonexcludable employees benefit under the plan. Employers that elect a safe harbor allocation formula and a safe harbor compensation definition can also rely on an advisory letter with respect to the nondiscriminatory amounts requirement under section 401(a)(4). If this plan includes a CODA or otherwise provides for contributions subject to sections 401(k) and/or 401(m), the advisory letter can be relied on with respect to the form of the nondiscrimination tests of 401(k)(3) and 401(m)(2) if the employer uses a safe harbor compensation definition. In the case of plans described in section 401(k)(12) or (13) and/or 401(m)(11) or (12), employers may also rely on the advisory letter with respect to whether the form of the plan satisfies the requirements of those sections unless the plan provides for the safe harbor contribution to be made under another plan.

The employer may request a determination (1) as to whether the plan, considered with all related qualified plans and, if appropriate, welfare benefit funds, individual medical benefit accounts, and simplified employee pension plans, satisfies the requirements of Code section 401(a)(16) as to limitations on benefits and contributions in Code section 415 and the requirements of Code section 401(a)(10)(B) as to the top-heavy plan requirements in Code section 416; (2) with respect to whether a money purchase or target benefit plan's normal retirement age which is earlier than age 62 satisfies the requirements of section 401(a)-1(b)(2) of the Income Tax Regulations; (3) that the plan is a multiple employer plan; (4) whether there has been a partial termination; and (5) to comply with published procedures of the Service (e.g. minimum funding waiver request). The employer may request a determination letter by filing an application with Employee Plans Determinations on Form 5307, with regard to item (1) above, and Form 5300, for items (2), (3), (4) and (5), without restating for the Cumulative List in effect when the application is filed.

If you, the volume submitter practitioner, have any questions concerning the IRS processing of this case, please call the above telephone number. This number is only for use of the practitioner. Individual participants and/or adopting employers with questions concerning the plan should contact the volume submitter practitioner. The plan's adoption agreement, if applicable, must include the practitioner's address and telephone number for inquiries by adopting employers.

If you write to the IRS regarding this plan, please provide your telephone number and the most convenient time for us to call in case we need more information. Whether you call or write, please refer to the Letter Serial Number and File Folder Number shown in the heading of this letter.

You should keep this letter as a permanent record. Please notify us if you modify or discontinue sponsorship of this plan.

Sincerely Yours,



Andrew E. Zuckerman
Director, Employee Plans Rulings and Agreements



DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
WASHINGTON, D.C. 20224

TAX EXEMPT AND
GOVERNMENT ENTITIES
DIVISION

ICE MILLER LLP
ONE AMERICAN SQUARE SUITE 2900
INDIANAPOLIS, IN 46282

Contact Person:
Janell Hayes/Letitia Young
Telephone Number:
513-263-3602/513-263-3584
In Reference To:
TEGE:EP:7521
Date: 03/31/2012

Application for: Volume Submitter Money Purchase Pension Plan
File Folder No: 315A4670002-001
Case No: 201200179
Control Date: 03/30/2012

DEFERRED COMPENSATION PLAN

We have received your application for an approval letter concerning your deferred compensation plan. Your application has been assigned the file folder number listed above. This number should be referred to in any communication to us concerning your application.

We will review your plan and send a reply as soon as possible. However, we cannot immediately review your plan. Therefore, to help us avoid further delays, please do not make any inquiries concerning the status of your application until at least 150 days from the date of this notice.

Thank you for your cooperation.