In The Matter Of:

City of Doraville

State of Georgia

City Council Meeting

July 5, 2011

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CITY COUNCIL MEETING

CITY OF DORAVILLE

STATE OF GEORGIA

Transcript of the meeting held in the City Council Room at Doraville City Hall, 3725 Park Avenue, Doraville, Georgia, Mayor Pro Tem Maria Alexander presiding, before Theresa Bretch, Certified Court Reporter, commencing at approximately 6:35 p.m. on Tuesday, July 5, 2011.

* * *

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APPEARANCES:
Doraville City Council:
Mayor Pro Tem Maria Alexander
Councilmember Brian Bates
Councilmember Karen Pachuta
Councilmember Bob Roche
Councilmember Pam Fleming

Melissa McCain, City Clerk
Cecil G. McClendon, Jr., City Attorney
Riley McLendon, LLC
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Marietta, GA 30060
(770) 590-5900

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P R O C E E D I N G S

MAYOR PRO TEM ALEXANDER: Meeting come to order.

If everyone will please stand for the Pledge.

- - -

(Pledge of Allegiance)

- - -

MAYOR PRO TEM ALEXANDER: Thank you. Call the roll, please.

CLERK McCAIN: Councilmember Bates?

COUNCILMEMBER BATES: Here.

CLERK McCAIN: Councilmember Fleming?

COUNCILMEMBER FLEMING: Here.

CLERK McCAIN: Councilmember Pachuta?

COUNCILMEMBER PACHUTA: Here.

CLERK McCAIN: Councilmember Roche?

COUNCILMEMBER ROCHE: Here.

MAYOR PRO TEM ALEXANDER: Council, we have two sets of minutes to approve. June 13.

COUNCILMEMBER PACHUTA: I make a motion to approve the June 13th minutes.

MAYOR PRO TEM ALEXANDER: Can I have a second?

COUNCILMEMBER BATES: Second.

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MAYOR PRO TEM ALEXANDER: Any discussion?

- - -

(No response)

- - -

MAYOR PRO TEM ALEXANDER: Call the roll, please.

CLERK McCAIN: Councilmember Bates?

COUNCILMEMBER BATES: Yes.

CLERK McCAIN: Councilmember Fleming?

COUNCILMEMBER FLEMING: Yes.

CLERK McCAIN: Councilmember Pachuta?

COUNCILMEMBER PACHUTA: Yes.

CLERK McCAIN: Councilmember Roche?

COUNCILMEMBER ROCHE: Yes.

MAYOR PRO TEM ALEXANDER: We have minutes of June 20th to approve.

COUNCILMEMBER PACHUTA: So moved.

MAYOR PRO TEM ALEXANDER: Can I have a second?

COUNCILMEMBER BATES: Second.

MAYOR PRO TEM ALEXANDER: Any discussion?

- - -

(No response)

- - -

MAYOR PRO TEM ALEXANDER: Call the roll,

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please.
CLERK McCAIN: Councilmember Bates?
COUNCILMEMBER BATES: Yes.
CLERK McCAIN: Councilmember Fleming?
COUNCILMEMBER FLEMING: Yes.
CLERK McCAIN: Councilmember Pachuta?
COUNCILMEMBER PACHUTA: Yes.
CLERK McCAIN: Councilmember Roche?
COUNCILMEMBER ROCHE: Yes.
MAYOR PRO TEM ALEXANDER: Thank you.
Tonight we have a ceremonial presentation, Mr. Howe.
MR. HOWE: Thank you, Ms. Alexander, for the privilege of presenting this tonight. We're going to present a proclamation declaring next week as France Week in Doraville. I'd like to thank again Acting Mayor Alexander and also Consul-General and Trade Commissioner Dr. Le Deunff. Welcome.
Next Thursday, the 14th, France will celebrate Bastille Day. It will be the 221st anniversary of the storming of the Bastille, which was a fortess-like prison and a symbol of tyranny and oppression. The Bastille's fall helped usher in the French Revolution, the First French Republic and ultimately the modern nation of France.

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It is one of the few national celebrations that can be compared as far as pomp and ceremony goes to our own Fourth of July, which of course wouldn't be a holiday if it weren't for the French.
So today the French Republic is a great friend and a great ally and a great trade partner, particularly to the State of Georgia. Such investment has been essential to the growth and development of the Atlanta metro region. Georgia Tech even has a campus in the Lorraine region that serves as a conduit for French-American innovation and the growth of bilateral research and development.
So in light of this special relationship and all that France has contributed to the U.S., to the State of Georgia and to the world, I'd like to present this proclamation to the Consul (presenting).
CONSUL-GENERAL Le DEUNFF: Madam Mayor, members of the Council, people of Doraville, it is a great honor and a great pleasure for me to accept this proclamation on behalf of the French Republic.
I am particularly sensitive and attached to this gesture, which is very kind, and to this contribution of Doraville to the friendship between France and the United States.
As you mentioned, sir, our two countries

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enjoy a very, very good relationship right now. Politically, the relation between our two presidents is excellent.
Our economic partnership is very strong. To give you one figure, we have about 2,500 French companies operating in the United States employing 550,000 people, 85,000 of them only in the Southeast, in the American Southeast. There are a lot of U.S. companies in France also.
Culturally, we are so innovative, both of us, and we enjoy this partnership in arts, in cinema, in architecture and so forth.
I really commend the Council and the people of Doraville for this contribution to the friendship between our two countries. Thank you very much.
- - -
(Applause)
- - -
CONSUL-GENERAL Le DEUNFF: We'd like to present to you, Madam Mayor, a present from the French Consulate. It is a book edited by your French-American organization, the occupation of which is to renovate castles in French and also old houses in the Southeast (presenting).
MAYOR PRO TEM ALEXANDER: Thank you very

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much, sir.
- - -
(Applause)
- - -
COUNCILMEMBER BATES: Thank you.
CONSUL-GENERAL Le DEUNFF: Thank you very much.
MAYOR PRO TEM ALEXANDER: Thank you, Luke.
Next we have public comments on agenda items. If you would please come to the podium and state your name and brief address.
Any comments on agenda items?
- - -
(No response)
- - -
MAYOR PRO TEM ALEXANDER: Okay. Next we come to department reports. From the police department, it looks like we have two items, contract approvals for EAS maintenance agreement and Nurse Finders agreement.
Major Atkinson, do you want to speak?
MAJOR ATKINSON: Yes. Martin will be addressing the EAS.
MR. ENGLISH: I'm Martin English, Timberline Technologies.

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Chris and myself are here if you have any questions regarding the contract. Basically, it's just the support contract for the records management system, in-car mobile system and all the other stuff regards to the mapping and all that type of deal.

The amount that you see there is the same amount that was paid last year, so there was no change.

I know that Chris spoke with the owner and actually got us an additional license for the same price and also had a change to the contract in that he said that --

Was it the response time?

UNIDENTIFIED SPEAKER: Yeah.

MR. ENGLISH: The original contract stated that the response time was four hours --

UNIDENTIFIED SPEAKER: Yeah.

MR. ENGLISH: -- and we changed that to one hour to better support the guys in the cars. So if you have any questions, I'd be happy to answer.

COUNCILMEMBER BATES: Mr. McLendon, have you had a chance to review the contract?

ATTORNEY McLENDON: I have reviewed this, and it is my understanding substantially similar to the contract we currently have with EAS, and I am

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satisfied with the provisions of it.

COUNCILMEMBER BATES: Thank you.

ATTORNEY McLENDON: Uh-huh.

COUNCILMEMBER FLEMING: Mr. English, what is your role in regards to the backup of this particular software?

MR. ENGLISH: In regards to the backup?

COUNCILMEMBER FLEMING: Or backing up. If something happens with this software, do you address --

MR. ENGLISH: Oh, yeah. We own all the servers and stuff. And like in our presentation for the support of the City, actually we back up. We have virtual machines, so we do all the backups on all the software on our backup devices.

MR. WRAGG: On our servers.

MR. ENGLISH: Yeah.

THE REPORTER: May I have your name.

MR. WRAGG: My name is Chris Wragg.

MR. ENGLISH: Chris Wragg, Kimberline Technologies.

MR. WRAGG: The software itself is actually housed on our servers and we back that server up ourselves, so the software is actually backed up by us.

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MR. ENGLISH: Yes. So this contract is just for the support of that software and for upgrades and maintenance and stuff like that.

COUNCILMEMBER FLEMING: Thank you.

I have a question of Major Atkinson.

Do you have any idea what chart of account number this item will be expensed against?

MAYOR PRO TEM ALEXANDER: It was in last year's budget. I believe it was under --

Ms. Wilson?

MS. WILSON: I believe it was under repairs or computers and parts, I believe.

COUNCILMEMBER ROCHE: So is this budgeted?

COUNCILMEMBER FLEMING: That's --

COUNCILMEMBER ROCHE: Sorry.

COUNCILMEMBER FLEMING: That's what I'm trying to find out. In regards to when I look at the budget under the police department, I was trying to determine where it might fall in regards to our new chart of account numbers. So you know, I would like to be able to put the chart-of-account number on the $26,247 software maintenance agreement that we have for a year.

Do you have any idea?

MS. WILSON: Without having it in front of

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me, I don't, but I think it was under licenses. License agreement. I think that's what we talked about.

COUNCILMEMBER FLEMING: If you don't mind, if you don't know right now, either Major Atkinson or Ms. Wilson, I would appreciate it if you'd e-mail me with the correct chart-of-account number that this will be expensed against.

COUNCILMEMBER ROCHE: Yeah. Until we know that, we don't know if we budgeted for this.

MAYOR PRO TEM ALEXANDER: It was budgeted in last year's budget.

COUNCILMEMBER ROCHE: I know. I'm talking about this year's budget.

So if we don't know what line item it is coming out of, we don't know if it's budgeted or not.

COUNCILMEMBER PACHUTA: Well, I think that's up to the department to make sure that before they present us with a contract, that they've budgeted for it, and if they haven't budgeted for it, to bring it to our attention that it needs to be budgeted for.

MR. ENGLISH: I'm pretty sure that Carrie would have put it on the police department's budget. It's the same thing as last year.

COUNCILMEMBER ROCHE: Well, the point is

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we've made a lot of changes since last year and I know we've made some adjustments to the police department budget this year.

In all the excitement, we just want to make sure that we're going to approve -- I don't want to approve a contract that we don't have budget for.

MAYOR PRO TEM ALEXANDER: This was last fiscal year. This has been in the works since April and it was delayed getting to us for contract approval. So --

COUNCILMEMBER ROCHE: So are you saying it's not on this budget?

MAYOR PRO TEM ALEXANDER: I'm saying this particular contract is on last year's budget.

COUNCILMEMBER ROCHE: Well, we have a new budget going forward.

MAYOR PRO TEM ALEXANDER: This was paid out of last year's budget.

COUNCILMEMBER ROCHE: So it's already been paid off?

MAYOR PRO TEM ALEXANDER: Yes. It has been delayed since April the 4th --

COUNCILMEMBER ROCHE: I'm confused.

MAYOR PRO TEM ALEXANDER: -- for various reasons.

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COUNCILMEMBER ROCHE: So you're saying this is going to cost us nothing in the --

MAYOR PRO TEM ALEXANDER: It was paid --

COUNCILMEMBER ROCHE: -- upcoming fiscal year.

MAYOR PRO TEM ALEXANDER: -- June 30th.

Yes, that's what I'm telling you.

I don't know why it was delayed getting to Council, but it was.

COUNCILMEMBER FLEMING: So with that being said, what is the year? This is the annual contract. I'd like to know what date it's going to run from.

MR. ENGLISH: It's on the contract itself. I think it ends in 2012 sometime. Yeah, at the end of 2012.

COUNCILMEMBER BATES: Well, there's different schedules. All of the licenses expire in 2012.

MR. WRAGG: According to this, it's 05/31/2012.

- - -

(Brief inaudible discussion)

- - -

MR. ENGLISH: So from February 1st, 2011, through the 31st of January, 2012.

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COUNCILMEMBER PACHUTA: I make a motion to ratify the contract with EAS, Eagle Advantage Solutions.

COUNCILMEMBER BATES: Second.

MAYOR PRO TEM ALEXANDER: Any further discussion?

COUNCILMEMBER FLEMING: So you're telling me that we've already paid the twenty-six two forty-seven.

MAYOR PRO TEM ALEXANDER: Yes, ma'am.

COUNCILMEMBER FLEMING: -- for this contract that we have.

MAYOR PRO TEM ALEXANDER: For June 30th.

COUNCILMEMBER ROCHE: And the next payment is due?

MAYOR PRO TEM ALEXANDER: Next year.

MR. ENGLISH: It's February of next year.

COUNCILMEMBER ROCHE: Okay. So if it's due February of next year, that means -- and it falls within this fiscal-year budget that we just passed, I don't see any money budgeted to pay the February payment.

It's not you.

MR. ENGLISH: No, no, no. I understand that.

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COUNCILMEMBER ROCHE: That's my question here is if it's not budgeted, how can we approve something that's not in the budget?

COUNCILMEMBER BATES: Well, we would be approving a contract for the following year, which hasn't been presented yet. So this contract --

MR. ENGLISH: You're actually a year behind.

COUNCILMEMBER BATES: This contract has already been let, paid for. We're ratifying it.

There's been no contract for the current fiscal year which would -- or current contract year which would start in February of 2012.

I would hope that the department would have included budgetary numbers for this contract moving forward, but that's --

COUNCILMEMBER PACHUTA: That's for the department head and the Mayor to make sure during the budget process.

COUNCILMEMBER FLEMING: Again, I would still like to be able to know what chart-of-account number this is going to be applied to once we finally get the final numbers, both for 2011-12 and also 2010-11.

- - -

(Brief, inaudible conversation)

- - -

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1 MAYOR PRO TEM ALEXANDER: Any further
2 discussion?
3 COUNCILMEMBER ROCHE: Nothing personal
4 against the vendor. I have just too many questions in
5 my mind on this right now.
6 MR. ENGLISH: If you have any other
7 questions, you can just shoot me an e-mail and I can
8 get with the vendor.
9 COUNCILMEMBER ROCHE: It has nothing to do
10 with you guys. It has to do with us and this budget
11 process.
12 MR. ENGLISH: Right.
13 COUNCILMEMBER ROCHE: If I understand
14 correctly, this is going to come due in February and
15 there's no budget for it or at least no one can tell
16 me the budget for it.
17 It has nothing to do with you guys.
18 MR. ENGLISH: No, no. I understand.
19 COUNCILMEMBER ROCHE: It has to do with our
20 finance department and the way the City operates.
21 So nothing personal, but I can't vote for a
22 contract that we don't have -- until someone can tell
23 me we budgeted for it. It has nothing to do with you
24 guys.
25 MAYOR PRO TEM ALEXANDER: Any further

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1 discussion?
2 - - -
3 (No response)
4 - - -
5 MAYOR PRO TEM ALEXANDER: Call the roll,
6 please.
7 CLERK McCAIN: Councilmember Bates?
8 COUNCILMEMBER BATES: Yes.
9 CLERK McCAIN: Councilmember Fleming?
10 COUNCILMEMBER FLEMING: No.
11 CLERK McCAIN: Councilmember Pachuta?
12 COUNCILMEMBER PACHUTA: Yes.
13 CLERK McCAIN: Councilmember Roche?
14 COUNCILMEMBER ROCHE: No.
15 CLERK McCAIN: Mayor?
16 MAYOR PRO TEM ALEXANDER: Yes.
17 Major Atkinson?
18 MAJOR ATKINSON: The second item before you
19 is a contract with Nurse Finders. They provide our
20 inmate care. And Mr. McLendon has reviewed the
21 contract, and everything appears to be good going
22 forward. They come on an as-needed basis.
23 COUNCILMEMBER FLEMING: I notice that the
24 contract included -- stated that we're -- the contract
25 indicated that we are supposed to give them a two-hour

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1 notice before we need them, which is sort of insane,
2 but. I mean if you need a nurse, you need them then,
3 not two hours before you needed them. And so we'll be
4 paying them for four hours.
5 Is this the same Nurse Finders that we've
6 used in the past?
7 MAJOR ATKINSON: That is correct, yes.
8 COUNCILMEMBER FLEMING: And was this
9 contract, to the best of your knowledge, the same as
10 it was prior to?
11 MAJOR ATKINSON: It is.
12 COUNCILMEMBER FLEMING: Okay. And again,
13 Ms. Wilson or Major Atkinson, if you don't know the
14 chart-of-account number that this is going to be
15 expensed against, I'd like to have it.
16 MS. WILSON: Yeah. That one is professional
17 services.
18 COUNCILMEMBER FLEMING: And this is invoiced
19 per month or at the time of?
20 MAJOR ATKINSON: As needed. Whenever we
21 call them and they have to come out, they invoice us.
22 COUNCILMEMBER FLEMING: Okay.
23 COUNCILMEMBER ROCHE: On the form I'm
24 looking at, there is no prior-year actual for this.
25 Could you tell us what we spent on this last year?

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1 MS. WILSON: I'll have to e-mail you that
2 information.
3 COUNCILMEMBER ROCHE: Okay.
4 MS. WILSON: I don't have that in front of
5 me, Councilmember Roche.
6 COUNCILMEMBER ROCHE: I understand.
7 I have a document in front of me that has a
8 budget amount but not a last year actual. So we have
9 no idea what we actually spent on this, so nothing
10 against the police department.
11 COUNCILMEMBER PACHUTA: Do you want a copy
12 of every single invoice every department has written
13 during the year?
14 COUNCILMEMBER ROCHE: No, but I would like a
15 financial statement that includes how much we've spent
16 year-to-date on this line item.
17 COUNCILMEMBER PACHUTA: Well, professional
18 services is going to include a lot more than Nurse
19 Finder.
20 COUNCILMEMBER ROCHE: And so we should know
21 how much it is. If we know how much we've paid for
22 lawn care and repairs and maintenance and
23 communications and printing and binding, we should
24 know what we paid on this too.
25 COUNCILMEMBER FLEMING: Seriously, if we're

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1 going to be -- From here on out, yes, I'm going to be
2 nit picking.
3 If we're going to have a contract in front
4 of us --
5 COUNCILMEMBER PACHUTA: Well, at some --
6 COUNCILMEMBER FLEMING: -- that has money
7 attached --
8 COUNCILMEMBER PACHUTA: -- point we need to
9 trust the department, the department that's coming to
10 us, and that they have budgeted for that.
11 If we are going to sit here and nit pick
12 every department, every single thing when they have
13 that responsibility for budgeting, we'll get nothing
14 done.
15 COUNCILMEMBER FLEMING: Ms. Pachuta, it's
16 our fiduciary responsibility to find out what chart-
17 of-account number this contract's going to be expensed
18 against.
19 And from here on out, I will be doing that,
20 yes. If I have to approve a contract, that is indeed
21 what I'm going to do.
22 And from here on out -- I mean we can have a
23 difference of opinion, and that's no problem, but
24 that's my opinion.
25 COUNCILMEMBER BATES: Mr. McLendon, on the

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1 contract, it appears to be executed by Nurse Finders
2 but it's under Mr. Weed's pen. Will we need to re-
3 execute that?
4 ATTORNEY McLENDON: No. I'll strike through
5 that and sign off on the contract. I'm okay with the
6 agreement.
7 COUNCILMEMBER ROCHE: And again, you know,
8 we have a balanced -- Well, this Council passed a so-
9 called balanced budget last week, and as of 10 minutes
10 ago, it's no longer budgeted because -- it's no longer
11 balanced because we just approved a payment in
12 February of $26,000 --
13 COUNCILMEMBER BATES: That is not true.
14 COUNCILMEMBER ROCHE: -- that is not in the
15 budget.
16 COUNCILMEMBER PACHUTA: No, that is not
17 true. That is not true.
18 COUNCILMEMBER ROCHE: Well, then, where's
19 the numbers?
20 COUNCILMEMBER PACHUTA: We --
21 COUNCILMEMBER FLEMING: It's on the second
22 page.
23 COUNCILMEMBER ROCHE: Is it?
24 COUNCILMEMBER FLEMING: Yeah. I guess we'll
25 be paying at different times for --

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1 COUNCILMEMBER ROCHE: When no one can tell
2 us where the money's coming from out of the budget,
3 then, you know, it's difficult, I mean.
4 COUNCILMEMBER PACHUTA: Out of the police
5 department budget.
6 COUNCILMEMBER ROCHE: Well, that's a pretty
7 big thing. I mean there's a lot of things here.
8 MAYOR PRO TEM ALEXANDER: Okay. Can we get
9 back to the item?
10 If you would like a five-minute break, I
11 will go run a report year-to-date of the amount of
12 money that we have paid to Nurse Finders. Would you
13 like that information?
14 COUNCILMEMBER ROCHE: I'd like to know what
15 line item it shows up on.
16 MAYOR PRO TEM ALEXANDER: Five minute break.
17 COUNCILMEMBER ROCHE: Thank you.
18 - - -
19 (Brief recess)
20 - - -
21 MAYOR PRO TEM ALEXANDER: Meeting come back
22 to order, please.
23 Fiscal year of 2010 through 2011, we spent a
24 whopping $3,885.
25 COUNCILMEMBER FLEMING: And it was under?

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1 MAYOR PRO TEM ALEXANDER: Nurse Finders.
2 COUNCILMEMBER FLEMING: But I mean --
3 MAYOR PRO TEM ALEXANDER: I don't have the
4 DL. I got year-to-date expenditures for that
5 particular vendor, ma'am.
6 COUNCILMEMBER FLEMING: Thank you very much.
7 COUNCILMEMBER ROCHE: And so we don't have a
8 prior actual for professional services.
9 COUNCILMEMBER BATES: Motion to approve the
10 Nurse Finder contract.
11 COUNCILMEMBER PACHUTA: Second.
12 MAYOR PRO TEM ALEXANDER: Any further
13 discussion?
14 - - -
15 (No response)
16 - - -
17 MAYOR PRO TEM ALEXANDER: Call the roll,
18 please.
19 CLERK McCAIN: Councilmember Bates?
20 COUNCILMEMBER BATES: Yes.
21 CLERK McCAIN: Councilmember Fleming?
22 COUNCILMEMBER FLEMING: Yes.
23 CLERK McCAIN: Councilmember Pachuta?
24 COUNCILMEMBER PACHUTA: Yes.
25 CLERK McCAIN: Councilmember Roche?

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COUNCILMEMBER ROCHE: No.
MAYOR PRO TEM ALEXANDER: No other reports from departments, I assume.
We're going to go into old business, review of the RFP for the liability and workmen's comp insurance.
Currently we are with the GIRMA, Georgia Municipal Association vendor as our liability and workmen's comp insurance. We have received a proposal from J. Smith Lanier -- and I believe they are here this evening; welcome -- offering alternatives for the liability and the workmen's comp insurance.
Would we like for them to come to the podium and answer questions?
If you wouldn't mind.
MR. WALKER: I'm Chris Walker with J. Smith Lanier.
MR. WRIGHT: And Michael Wright with Public Risk Underwriters.
MAYOR PRO TEM ALEXANDER: I understand that unfortunately we didn't receive as many quotes back as we had hoped.
MR. WALKER: Right. I guess receiving the loss runs, sending those out to the carriers, we did receive some declinations from several carriers due to

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your loss experience in the past, which is one reason we would like to get involved.
As we mentioned in our first proposal, I guess is to get involved and have our loss control people and claims management people involved to help control some of those losses and prevent further losses.
That's part of what we -- you know, sign on a contract with us, it is one of the services you get, to try to bring you more options to the table. That's our goal, as well as to bring down your overall premium cost as well as provide some additional services from claims and loss control.
MR. WRIGHT: Yes, ma'am. And there were actually three other offerings on the property and casualty side that were included in the package as alternates, but they're simply not good enough for you.
I mean the numbers aren't good. They wouldn't offer workers' compensation, that sort of thing. So the presentation with Travelers all lines honestly was the best bid.
Two or three of these others like One Beacon at $323,000 may have been a good alternative but your workers' compensation losses weren't such that we

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could get a standalone comp market to attach to the One Beacon quote, so it made it difficult.
So it's a little misleading. There were other carriers interested. They just didn't want everything; whereas, Travelers was the only one that really wanted the whole deal.
COUNCILMEMBER FLEMING: Workers' comp is the biggest hurdle?
MR. WRIGHT: It is. And when we saw the loss runs, we kind of figured that.
Part of the problem -- there's actually two problems. One of the problems is in the GMA model,l they don't use an NCCI modifier like a standard insurance carrier.
Workers' compensation -- the NCCI is a regulatory commission or body, if you will, at the State, and they take your experience and ratify a modifier, which is similar to experience rating for an automobile policy. So if you had a lot of losses, you could get credits or debits on automobile, so if you had a lot of losses on your automobile, you could get a 25 percent debit or a 25 percent credit.
On your workers' compensation, all things equal, a 1.0 would put you at zero, so you're paying the money that you would pay dollar for dollar. If

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your losses go up, that mod goes up. So the one could be a 1.08, a 1.4, 1.24 or whatever, and that costs you more money. So the manual rate times that modifier comes up with a premium.
The reverse holds true. You can go backwards. Losses get really good, your manual rate times your modifier which may be a .80, .85, .90, .92 brings that manual premium down.
What happened in this case is Georgia is what we consider a non or a consent -- You can't get outside of your consent to rate, which means that if a carrier has a rate filing that is within 15 percent of their manual and they recognize your losses are such that a 15 percent debit or credit would not get the money they need, they can't rate outside of that and charge you more or less.
So what was happening here was because you didn't have an NCCI mod, and I know it's a little confusing. But because you didn't have an NCCI mod, when the carriers that do standalone workers' compensation started rating you up, you fell outside of that rate filing, so there was no way to get them to release a number. They gave us some indicators which were very good but they couldn't release the number legally.

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1 Travelers rate filing was broad enough north
2 and south of manual that they could. That's why your
3 workers' comp was so difficult to hit.
4 Goes back to loss control and risk
5 management.
6 COUNCILMEMBER PACHUTA: Yeah. Did they look
7 at -- I guess, because I'm looking at the loss history
8 that was in our packet. It has five years going back
9 and then number of claims over $25,000.
10 Did they look at what was preventable
11 versus nonpreventable or --
12 MR. WRIGHT: What they look at is frequency
13 as well as severity and what you're doing in terms of
14 loss control to avoid the accidents going forward.
15 And in the past, you didn't have that. You didn't
16 have a way to prevent the claims.
17 And to answer your question, yeah, they do.
18 If they see a repetitive issue, that hurts you more
19 than it would otherwise. It's the same as if you were
20 driving an automobile and you have people making bad
21 left-hand turns repeatedly. That's a training issue.
22 That can be avoided. Goes back to loss control.
23 COUNCILMEMBER PACHUTA: Let's say we go to
24 Travelers. Will they have a plan in place or do you-
25 all have a plan in place to help us implement --

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1 MR. WRIGHT: Right.
2 MR. WALKER: We will combine. Both J. Smith
3 Lanier, Public Risk, as well as Travelers will
4 basically form a team, and that's where we're kind of
5 ready to get our hands dirty and start digging
6 through.
7 And there are some preventable losses here.
8 I think we can do -- in fact we brought one of our
9 loss control guys here with us for this meeting. I
10 think we can go forward, you know, basically getting
11 our hands dirty, talking to the different departments
12 and whoever you want to kind of bring into it to put
13 some safety committees together, safety incentive
14 programs.
15 Proper claims management. Have claims
16 management reviews so everybody has a good handle on
17 what's going on.
18 Trying to control those losses, curb those
19 losses and prevent them from escalating. And
20 sometimes you're going to have a bad loss. You're a
21 city. You're involved in many risky behaviors, per
22 se.
23 But there are definitely a lot of
24 controllable losses here, and that's what our goal is:
25 to attack those and try to help you out with those.

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1 COUNCILMEMBER PACHUTA: So how long on
2 average do you think does it take to then kind of turn
3 around to where the insurance company -- Does it
4 depend on if the claims actually go down or --
5 MR. WALKER: I'll tell you where it's -- and
6 I'm a former risk manager working for bigger
7 companies.
8 It all depends on who's the top of your buy-
9 in. As long as your department management knows that
10 it's important to y'all, that y'all are spending more
11 money than you should, and it could help their budgets
12 in the future. It really just really depends on the
13 buy-in.
14 Are your management people going to buy in?
15 your departments head going to buy in? and do those
16 employees understand that it's important to y'all to
17 cut the cost?
18 MR. WRIGHT: And once that's done, from an
19 insurance carrier perspective, think of it in three-
20 year windows. So just take a snapshot of your losses
21 every three years, and that's how they're going to
22 look at you, truthfully, in both the workers' comp and
23 the property and liability.
24 And even with that said, I think from last
25 year to this year, you're saving somewhere around

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1 $100,000, and from what the GMA was offering this year
2 to what we're showing, you're saving around $60,000.
3 So what we want to be able to do is manage
4 those losses and put risk management in place,
5 defensive driving courses, that sort of thing. Get
6 everybody trained properly to try to manage these
7 losses and bring what is preventable under control.
8 And then what should happen is you create an
9 environment where you have more people competing for
10 your business.
11 Now, of course none of these carriers knew
12 they were going to get or not get the business, so
13 they were all truthfully competing as best they could.
14 But the workers' comp, to your point, was the hurdle.
15 COUNCILMEMBER PACHUTA: Our loss history
16 with the other, the property, general liability, how
17 would you rate that in comparison to other cities?
18 Was that also high or was it really the workers' comp
19 was the main hurdle?
20 MR. WRIGHT: Your public officials'
21 liability had a pretty high hit, one-time hit, that
22 was pretty severe. We see that at a larger city or a
23 county fairly routinely. Sometimes it can't be
24 avoided.
25 One of the things that we did here was in

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your current program, your public officials liability and your employment practices liability are on one policy, so you can't separate it and let it stand on its own.

With this program, your public officials liability has its own limit, your employment practices has its own limit. So if you have hiring and firing issues, that falls under your employment practices. It will not hurt your public officials liability rate. So what we're trying to do is separate those two things.

But that one line, you did have --

COUNCILMEMBER PACHUTA: Which one is that?

MR. WRIGHT: -- a little bit of severity.

The public officials liability, current term '10-'11.

COUNCILMEMBER PACHUTA: Okay. And then I see '07/'08, yeah.

MR. WALKER: Yeah.

MR. WRIGHT: Yeah. You see the window out there on the bottom of the page, the law enforcement legal liability, you've had a couple pretty hard knocks there as well.

You know, to say, hey, what's preventable and what's not, I know you-all have had some concerns.

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Your automobile liability and physical damage, there's probably some things in there that are preventable. But again, you know, until we do the defensive driving training, it's kind of hard to tell.

And what that consists of is you will have a defensive driving trainer that comes out and you can have up to 25 people in a class at a time, all of your driving people. And for personal insurance, if their insurance carriers will allow them to turn a certificate in, it is possible that they'll get, you know, a rebate on their own insurance or a credit on their own insurance is what I should say.

So it's good for your folks on more than one level but it's really good for the City because you help to avoid those preventable losses.

Automobile is a little easier to control.

General liability is a little easier to control.

Law enforcement can be if they buy into it.

Public officials and EPLI, separating those two lines are really going to help you, because if your EPLI stays out of control, we can manage that better on one policy as opposed to it being shared with another. It also gives --

COUNCILMEMBER ROCHE: Did you say EPLI?

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MR. WRIGHT: I'm sorry.

MR. WALKER: Employment practices liability insurance, and that's discrimination, harassment, failure to hire, termination, age discrimination and those sort of things.

MR. WRIGHT: Exactly.

COUNCILMEMBER ROCHE: So under public officials, that would be --

MR. WALKER: It's a separate limit.

COUNCILMEMBER ROCHE: No, but who is --

MR. WALKER: You guys.

COUNCILMEMBER ROCHE: Just the Council? Would it be --

MR. WALKER: Council, any of your department heads. As long as it's not a discrimination issue, sexual harassment issues, things of those nature are all going to be on the employment practices.

Public officials liability simply meant for decisionmaking. So zoning, sign ordinance, things of that nature would be your common issues.

COUNCILMEMBER ROCHE: Under the automotive, does the number of miles that were driven, would that have anything to do with that?

MR. WALKER: It's not really rated on that. They're looking at the area that you're in. Of course

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Atlanta has a little bit higher rating because there's more exposure than you would in a rural area, but, you know, I think driving miles may help prevent more accidents. If you're limiting that mileage, then of course it's going to have a play into your overall claims experience, but they don't necessarily rate on that but you may see your of course claims reduce dependent on the amount of miles that you're driving.

MR. WRIGHT: They will also look at number of calls, emergency calls that are made in the area, which you can't control, but they do look at that. It's not a ratable exposure, but they get an idea of the frequency of calls.

So how many times a squad car is going out, if you have EMTs, things of that nature where people are having to go up and down the road in a big hurry. They look at those just to kind of get an idea. Again, that goes back to your defensive driving techniques and courses. Of course I think your law enforcement folks are all POST certified just like anybody else would be in Georgia, so they get a lot of training there.

But anything we can do in addition to that to help in that area, we certainly want to.

COUNCILMEMBER ROCHE: So we would expect a

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1 deliverable from a risk manager to the Council saying,
2 "This department needs to do this, this, this," and
3 change this policy, et cetera, and "That department
4 needs to do this, this, this," and change that policy.
5 MR. WRIGHT: We'll make the recommendations.
6 Certainly it would be up to you-all to implement.
7 Procedures, law enforcement or personnel manuals,
8 applications, hiring applications, we'll review all
9 those and make recommendations and show you what other
10 cities your size or bigger or smaller are doing and
11 what's working and what's been tested in courts.
12 I'm sure your counsel has done a good job of
13 that as well, but you also have that opportunity to
14 look at things that the insurance company has seen
15 other cities use and go, "Hey, this works. Relative
16 to your insurance policy, it protects you the best in
17 our opinion." We can certainly provide that to you.
18 COUNCILMEMBER ROCHE: How long does that
19 process take? When would we expect to see results on
20 it?
21 MR. WRIGHT: You know, again it goes back to
22 what Chris was saying: the buy-in.
23 MR. WALKER: Yeah. If we --
24 COUNCILMEMBER ROCHE: No, no. What I'm
25 saying is --

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1 MR. WRIGHT: Oh, the implementation?
2 COUNCILMEMBER ROCHE: -- it sounds like an
3 initial audit or whatever, looking at each department,
4 how they operate, et cetera, et cetera. And from
5 that, I'm assuming that you're going to come up and
6 say, "Well, you know, this department, they use
7 hammers that are --
8 MR. WALKER: Right.
9 COUNCILMEMBER ROCHE: -- "too heavy" or
10 something, and so the recommendation would be to use
11 lighter hammers.
12 MR. WALKER: It really depends on buy-in,
13 the department heads' time on whoever you deem
14 responsible for that, maybe forming a safety
15 committee.
16 The sooner we can get off the ground, the
17 more we have buy-in, I don't know. We could do it in
18 a matter of months if you -- a couple months if you
19 have proper buy-in and people are ready to go with it
20 and look at our recommendations and figure out.
21 And of course it's not just one-sided. It's
22 not just us doing that, you know, interviewing depart-
23 ment heads or even employees, knowing, "Here's where I
24 think the risks are. Here's where we need more
25 training." It's kind of a two-sided, you know, mutual

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1 agreement.
2 MR. WRIGHT: Well, Chris mentioned the
3 safety committee meetings. That's really important.
4 If you have somebody in each department, not
5 necessarily a department head --
6 -- but it should be, honestly, because you
7 want somebody of authority in that position to sit on
8 a safety committee and safety review, so that they're
9 responsible and they're seeing what's going on, so
10 that they can see the losses and see what was
11 preventable or not.
12 And then people that have workers' compen-
13 sation claims actually report to that safety committee
14 and have to explain what happened, how it happened,
15 was it preventable.
16 And you can actually tie in not only
17 workers' compensation losses but other losses
18 throughout your property and liability back to your
19 budget through departments if you wanted to say "This
20 department did a really good job this year. They had
21 the lowest frequency of anybody at the city, so
22 they're getting this."
23 COUNCILMEMBER ROCHE: Right.
24 MR. WRIGHT: "And this department was the
25 worst, so they're getting nothing" or "getting

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1 dinged." I mean it's a good way to manage and have
2 that accountability between departments.
3 And actually it's kind of -- it's good
4 camaraderie because people start competing. They like
5 that, you know, and begin to enjoy, "Hey, I got the
6 star this month," or "I got it this year and you
7 didn't," and, "I want to beat you next time." So it's
8 a neat concept.
9 COUNCILMEMBER BATES: If we were to move to
10 Travelers on the workers' comp, would it break down
11 the cost by department or by --
12 MR. WRIGHT: We can do that.
13 COUNCILMEMBER BATES: -- classification?
14 MR. WRIGHT: Absolutely.
15 MR. WALKER: Yeah. We can work with finance
16 or each department, and based on payroll, so you'd
17 look at each payroll for that exposure. And we have
18 the rates, and you basically go by the rates and
19 figure out the allocation per department for that, and
20 that's what we suggest.
21 COUNCILMEMBER BATES: Right now from GMA,
22 it's just a lump sum and we percentage it out. So --
23 MR. WALKER: Right.
24 COUNCILMEMBER BATES: -- our workers' comp
25 up here is the same as a front-line police officer,

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which doesn't make any sense --
MR. WALKER: Yeah. We can back --
COUNCILMEMBER BATES: -- from a budgetary standpoint.
MR. WALKER: Yeah. We can back into the rates for that particular department.
Of course, a police department is very easy because it's rated as law enforcement, unless you got some clerical people in there. We can just figure out who those clerical people are and take that payroll and then apply the rate and basically give you an allocation. Vehicles the same way.
COUNCILMEMBER PACHUTA: And I think -- I was talking to Ms. Alexander earlier today. On the automobile schedule, I think some of these, we don't have any more.
MR. WALKER: Right.
COUNCILMEMBER PACHUTA: So those, I guess could --
MR. WALKER: Yeah.
COUNCILMEMBER PACHUTA: -- affect the rate?
MR. WALKER: I think there's more room for savings once we can kind of inventory, do your auto inventory, look at some of your properties.
The other thing is to make sure that your

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properties --
COUNCILMEMBER PACHUTA: Because I think some of the properties are a little elevated.
MR. WALKER: Right. We can do some -- you know, we're not certified real estate appraisers but we can come up with an average cost to proceed.
I mean there's definitely ways to improve and probably lower the cost even more in some areas, especially removing autos that aren't there and equipment that's not there that's actually been depreciated off and it's not worth anything any more. You know, there's different little things we can do to save you money.
COUNCILMEMBER PACHUTA: And then also, I guess, the deductibles too are something we might be able to --
MR. WALKER: Right.
COUNCILMEMBER PACHUTA: -- implement and change or --
MR. WALKER: Yeah. There's a couple deductible options in here. You know, during our initial meeting, start off small initially until we can get our hands around everything and make sure everybody has buy-in. And then as you see some savings, you start taking bigger and bigger

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deductibles and make sure those departments are aware that potentially could be a budget item for them down the road and they need to continue to buy into what we're trying to do.
MR. WRIGHT: Yeah. And we were trying to compare as best we could apples to apples so that we weren't -- you know, in your minds, we didn't want you to feel like we were tricking your brain on, "Well, this company's doing this but GMA's doing that."
We're trying to be as close to apples-to-apples as we could, deductible-wise, so that we didn't do that, and see what the actual cost benefit would be if there was one.
The other thing that we did do is make sure that, for instance, on your current policy, again, your public officials and your EPLI, your employment practices were a shared limit and so was your GL on your law enforcement liability. That was a shared limit.
So again, that's broken out. The general liability stands on its own, the law enforcement liability stands on its own; the public official stands on its and the employment practices stands on its. That way, you really can truly charge back to departments even on the property and liability side.

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COUNCILMEMBER ROCHE: Right. What about pre-existing conditions?
MR. WRIGHT: Say it again? I'm sorry?
COUNCILMEMBER ROCHE: What about pre-existing conditions?
MR. WALKER: If there's a current open claim through workers' compensation? Was that what your --
COUNCILMEMBER ROCHE: Or legal compensation.
MR. WRIGHT: Any sort of loss? Anything that is currently reported goes to your current carrier.
The minute that you switch gears, anything that's not reported or that you didn't know about falls to the new carrier.
COUNCILMEMBER ROCHE: Okay. Does "reported" mean an ante litem notice or does that mean an actual lawsuit?
MR. WRIGHT: Ante litem would fall back to GMA.
MR. WALKER: Yeah. Anything that you have an indication there may be a claim, I would put them on notice that you may have a possibility for a claim.
COUNCILMEMBER ROCHE: Well, I was just curious --
MR. WALKER: Right.

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1 COUNCILMEMBER ROCHE: -- whether that would
2 carry forward or not.
3 COUNCILMEMBER BATES: I did notice on the
4 Travelers workers' comp there's no deductible listed.
5 COUNCILMEMBER ROCHE: Yeah, because GIRMA, I
6 mean, does have it pretty well broken out for each
7 department. It might take a little bit of work --
8 MR. WALKER: Yeah. We can easily do that.
9 COUNCILMEMBER ROCHE: -- but the vast
10 majority is broken out.
11 MR. WALKER: I think even in our proposal
12 meeting, I know we talked about possibly putting a --
13 When you go to the Travelers proposal and
14 then go down to the premium summary, and there's
15 optional coverages at the bottom --
16 COUNCILMEMBER BATES: Got you.
17 MR. WALKER: -- there's a couple options of
18 a $1,000 deductible up to $2,500.
19 COUNCILMEMBER BATES: So that's a savings of
20 eight/nine thousand dollars, roughly.
21 MR. WALKER: Right. There is some premium
22 savings there. But the other part, as we talked
23 about, the experience mod factor, the NCCI, that board
24 you report to, any claims that are underneath that
25 deductible are not reported to NCCI so it wouldn't go

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1 against your experience rating. So you want to take
2 on some of that risk yourselves because it'll lower
3 that mod.
4 MR. WRIGHT: And that's not something you
5 have to do now, but once -- if we're, you know,
6 successful in working with you, over time, you would
7 want to bear some of the risk yourself to get that mod
8 down. That mod goes down, it's dollar for dollar
9 right here.
10 That's the easiest number to control is your
11 workers' compensation, that $275,000 number, is
12 getting that NCCI mod down, apply it against your
13 manual rate. That's how you're going to save money.
14 COUNCILMEMBER FLEMING: Could you tell me
15 how much are your risk evaluation services, please.
16 MR. WALKER: We're paid on commissions from
17 the premiums. I think is it --
18 MR. WRIGHT: Yeah. The workers'
19 compensation, the insurance carrier pays us commission
20 based on what we sell. So the workers' compensation
21 commission is 7-1/2 percent.
22 COUNCILMEMBER FLEMING: But in regard --
23 MR. WRIGHT: There's nothing in addition to
24 these numbers.
25 MR. WALKER: Yeah. We get the commission

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1 off of premiums, and then all our services we provide,
2 risk control, claims management, are provided as part
3 of that commission income.
4 COUNCILMEMBER FLEMING: So if we elected for
5 you to come into our city and go to each department
6 and start reviewing policies and procedures, then
7 that's part of --
8 MR. WALKER: That's included.
9 COUNCILMEMBER FLEMING: -- the premium?
10 MR. WALKER: Right. The commissions we
11 receive off the premiums pay for those services.
12 COUNCILMEMBER FLEMING: Okay. So I have a
13 question in regards to the Travelers also, because
14 there are two different premium totals listed.
15 It says total premium on the second page
16 of -- the second page of divider one where it says
17 Travelers Proposal, it says total premium is five
18 thirteen eight twenty-three, and then it's broken down
19 into two seventy-five one-oh-two for workmen's comp,
20 and I guess the balance of it would be property and
21 liability of two thirty-eight seven twenty-one.
22 And then on tab number two, two pages from
23 the back, it says total premium is five twenty-four-
24 oh-eighty-six, and I'd like to know which one is
25 correct.

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1 MR. WRIGHT: We'll let Michelle tell you
2 because she knows right now.
3 MS. HILL: I know back and forward. My name
4 is Michelle Simpson -- I mean Hill. Sorry.
5 MR. WRIGHT: She just got married. Michelle
6 Hill.
7 MS. HILL: -- from Public Risk Underwriters.
8 What Travelers quoted in the back, that
9 number you're seeing the second page back, is with
10 the different options that I listed at the bottom of
11 the premium summary.
12 So the premium summary lists your apples-to-
13 apples with GMA. But Travelers didn't actually quote
14 apples-to-apples; they quoted the better deductible
15 options, which is what the actual Travelers proposal
16 show, with the options on the next page after that
17 second-to-the-last one you're looking at.
18 If you add the different premiums up, you
19 get what I put apples-to-apples on the premium
20 summary, if that makes sense.
21 COUNCILMEMBER FLEMING: So if you go apples-
22 to-apples, it's five twenty-four-oh-eighty-six.
23 MS. HILL: No.
24 MR. WRIGHT: Five thirteen.
25 MS. HILL: The five thirteen apples-to-

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1 apples; five twenty-four is with the better deductible
2 options. If you get lower deductibles, you get more
3 expensive premium, which is what they did.
4 COUNCILMEMBER FLEMING: All right. And I'm
5 not sure what -- There were a couple comments made by
6 Council. I'm not sure who made them. But GMA does
7 have workmen's compensation. They have the number of
8 police officers and animal control and so forth and
9 they do have what the premiums are per department, so
10 I'm not sure what that comment was.
11 And also I think there was some type of a
12 difference of $89,000, and I come up with a difference
13 between GMA and Travelers of forty-four eight fifty-
14 seven.
15 MR. WRIGHT: Is that current term or
16 expiring term? Because I didn't have current term. I
17 just had last year's.
18 MR. WALKER: I think it was -- I want to say
19 it's $63,000 if I'm not mistaken.
20 COUNCILMEMBER FLEMING: This is through
21 2012, December 31st, 2012, if I'm not mistaken. Yes,
22 it is. To January 1, 2012.
23 MR. WRIGHT: Is that for comp only or for
24 both policies? Because your workers' comp is a 1/1
25 effective and then everything else is a May 1

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1 effective.
2 MR. WRIGHT: I know -- I think the
3 difference is you had a pollution liability policy for
4 $14,000. And basically talking about the pollution
5 coverage, you really don't, in our eyes, have a very
6 large -- you don't have a pollution risk.
7 There's some additional extensions of
8 coverage under the Travelers policy. We just felt
9 like it was unneeded for you to pay $14,000 for a
10 pollution liability policy when you don't have a gas
11 department or things --
12 COUNCILMEMBER FLEMING: So you've reduced
13 those from our current coverage?
14 MR. WRIGHT: No. You have underground gas
15 tanks is what you have.
16 MR. WALKER: Right.
17 MR. WRIGHT: It's not a pollution exposure.
18 What it is is a liability exposure and it's a property
19 exposure, it's a GL exposure but it's not a pollution
20 exposure.
21 You don't have any waterways on either side
22 of that gas tank, number one.
23 The other issue is that Travelers actually
24 provides extensions of coverage for underground tanks,
25 so you don't have a need to go out and buy another

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1 policy to cover those same tanks.
2 Unless there's something else here at the
3 city that we're not aware of that creates a pollution
4 exposure, you don't have a need for it.
5 COUNCILMEMBER ROCHE: That's City-owned.
6 MR. WRIGHT: That's City-owned, exactly;
7 that belongs to the City, that you own and operate.
8 COUNCILMEMBER FLEMING: So that particular
9 item --
10 MR. WRIGHT: You didn't need.
11 COUNCILMEMBER FLEMING: -- we don't need,
12 and so it's not quoted in the Travelers.
13 MR. WRIGHT: That's correct.
14 MR. WALKER: Correct.
15 COUNCILMEMBER FLEMING: But it is in the
16 GMA.
17 MR. WRIGHT: Yes. It's covered under the
18 extension. It's actually covered. It's just not
19 covered on a separate policy.
20 It's covered under the extensions of
21 coverage with Travelers. They include it in their
22 program, whereas the GMA policy does not include it,
23 and they have to go out through Willis and buy a
24 pollution policy to add it back.
25 So instead of it being a separate thing that

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1 you have to go buy and bring back, it's already
2 included in here.
3 COUNCILMEMBER FLEMING: Okay.
4 MR. WRIGHT: I'm sorry.
5 COUNCILMEMBER FLEMING: That's okay.
6 MAYOR PRO TEM ALEXANDER: I guess -- I
7 reviewed that environmental liability, and it does not
8 cover the underground storage tank.
9 MR. WRIGHT: The pollution that you have
10 now?
11 MAYOR PRO TEM ALEXANDER: That's
12 specifically excluded from the coverage.
13 But it does cover, for example, our
14 maintenance garage and I guess any environmental
15 impact a spill would have over there, and there is a
16 creek that runs in close proximity to that.
17 MR. WALKER: Yeah, but you're not dealing
18 with large volumes of chemicals or pesticides or any
19 of that.
20 MR. WRIGHT: Your gas and oil is going to be
21 covered by the Travelers policy. So if you have gas
22 runoff, oil runoff, anything coming out of vehicles,
23 you're going to have coverage already in this policy.
24 It's not something that you have to go buy something
25 else for.

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1 Now, if you had chlorine, if you had a
2 pesticide exposure where you had a big volume of
3 pesticide or chlorine stored at that maintenance
4 facility and there was a possibility that that could
5 run off into the creek, you need a pollution policy
6 then. You need an environmental.
7 MAYOR PRO TEM ALEXANDER: The environmental,
8 I know that when our police work in conjunction with
9 the DEA -- for example, they have found a meth house
10 in one of our neighborhoods -- the DEA takes care of
11 that remediation.
12 MR. WRIGHT: Right.
13 MAYOR PRO TEM ALEXANDER: This policy covers
14 a meth lab if we were to be the sole discoverer of it,
15 the policy we have now with GMA.
16 Does Travelers offer that also? Is that a
17 covered expense?
18 MR. WRIGHT: That's something we'll have to
19 check on.
20 MR. WALKER: We'll have to check.
21 MAYOR PRO TEM ALEXANDER: Okay, because I
22 think that's a concern because, unfortunately --
23 MR. WRIGHT: It happens.
24 MR. WALKER: Yeah, it happens.
25 MR. WRIGHT: That's something I will

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1 definitely check on for you.
2 MAYOR PRO TEM ALEXANDER: Okay. Thank you.
3 COUNCILMEMBER BATES: And my apologies.
4 Ms. Fleming is correct. We do have from GMA a
5 breakdown of the cost per department.
6 MR. WRIGHT: And that's something that we
7 also have --
8 MR. WALKER: Yeah.
9 MR. WRIGHT: -- as well, so we can certainly
10 share that with you.
11 MAYOR PRO TEM ALEXANDER: But like you said,
12 I don't know that that does the clerk. Does it get
13 down to the level of clerks?
14 MR. WRIGHT: Some of your clerical people in
15 the police department could be actually --
16 MAYOR PRO TEM ALEXANDER: Okay.
17 MR. WRIGHT: -- in your 8810 classification.
18 MR. WRIGHT: You just tell us how you want
19 it broken out, and we can back into it by the rates.
20 COUNCILMEMBER ROCHE: I have a question for
21 our city attorney.
22 I mean obviously we've got some things going
23 on now legally and we have received at least one or
24 two that could be very serious ante litem notices.
25 Now, if we were to change now, would GIRMA

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1 still be completely -- they would have to cover it and
2 they would have to take care of the whole thing or --
3 ATTORNEY McLENDON: Yeah. These contracts
4 are by and large claims-made, and the liability to the
5 company arises at the time that the claim arises.
6 Every notice we get, we forward to the
7 insurance company. Frankly, whether it's under
8 coverage or outside the coverage, we forward it to the
9 insurance company to let them review it.
10 COUNCILMEMBER ROCHE: So we're not --
11 ATTORNEY McLENDON: To the extent --
12 COUNCILMEMBER ROCHE: -- exposed that way at
13 all?
14 ATTORNEY McLENDON: No. You would be okay
15 with the claims made, that that claim occurred and was
16 given notice to the company during the incumbency of
17 their policy, yes.
18 COUNCILMEMBER ROCHE: All right.
19 COUNCILMEMBER FLEMING: I'm sorry. Either I
20 went brain dead at that moment or just wasn't really
21 listening very well.
22 If we had claims between now and then,
23 December 31st, and we decided to go with Travelers on
24 January 1, because we have a 90-day cancellation
25 window or we pay a 10 percent fee to GMA, if we have

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1 ante litem notices that come into a full swing of a
2 lawsuit after December 31st but they're ante litems
3 now, we're going to pay out of pocket for GMA?
4 ATTORNEY McLENDON: If it occurred at the
5 time that the GMA policy was in place and the
6 occurrence occurred at that time and you were placed
7 on notice, GMA would be responsible for the defense of
8 that action because it was a claim that arose during
9 their policy being the policy in effect.
10 The date that the new policy became in
11 effect, if a claim happened on that date and we
12 received notice of it, the new policy would be the
13 responsible policy on that.
14 And that's relatively typical with claims-
15 made policies, the way 99.99 percent of these are
16 handled.
17 COUNCILMEMBER FLEMING: Thank you.
18 MR. WALKER: The City has already provide
19 the 90-day notice, I guess, when we first went through
20 this process of, I guess, you-all notifying that
21 you're looking at a broker selection. You've already
22 satisfied that 90 days.
23 MR. WRIGHT: What they ask for is that
24 because it's a joint-and-severally liability pool down
25 at the State, it's mandated at the State, they have to

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1 review that fund every year to make sure it's solvent.
2 So you as a city have to report 90 days out
3 if you're interested in receiving other quotations,
4 and if you don't do that and you, say, just come up to
5 them and say, "Hey, we're going to leave tomorrow,"
6 and you don't give them that 90-day window, they'll
7 charge you 10 percent of your premium.
8 If you tell them 90 days in advance, "We're
9 looking at other opportunities and we may leave," it
10 doesn't mean we have to, but we may leave, and you
11 give them written notice 90 days out, it satisfies
12 that requirement and they can't charge you the 10
13 percent.
14 COUNCILMEMBER FLEMING: Could you tell me
15 how many municipalities, state government, any
16 government agencies that Travelers Insurance has the
17 risk of the workmen's compensation as well as
18 liability.
19 MR. WRIGHT: Sure. Currently in Georgia
20 Travelers insures somewhere around -- I can give you
21 premium volume first -- in the vicinity of 15 to 18
22 million dollars of premium in Georgia, and that
23 includes property and liability as well as your
24 workers' compensation.
25 Broken down by head count, I honestly would

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1 have to give you that from the office because I just
2 don't know how many insureds that is. I can tell you
3 we insure approximately 200 governments in the state
4 of Georgia and about half of our volume is with
5 Travelers, so, just out of our office, and Travelers
6 is the largest public-entity carrier, insurance
7 carrier, in the state. So it's going to be north of a
8 hundred, certainly, just based on our volume.
9 ATTORNEY McLENDON: Let me give my input on
10 that, because the issue you go to as far as when the
11 claim arises, the claim travels based upon the policy
12 in place at the time the claim arises.
13 I can tell you that if a claim arose during
14 GMA providing insurance and they are continuing that,
15 I'm not going to say there wouldn't be any effect upon
16 the handling of that case, the potential -- settlement
17 potential in that case, those kind of things as you
18 went forward, but it is not a legal obligation because
19 it's a claims-made policy.
20 MR. WRIGHT: But they also have a legal duty
21 to defend you properly or they could face suit as
22 well.
23 COUNCILMEMBER ROCHE: Well, I think I would
24 be very interested in seeing some of the things that
25 we're doing that we could be doing better, because

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1 it's not just a matter of money. It's about people's
2 safety.
3 MR. WRIGHT: Right.
4 COUNCILMEMBER ROCHE: I mean when people get
5 injured on the job, I mean, you know, you can't have
6 people getting hurt, obviously.
7 So I would hope that either way we went --
8 and maybe GIRMA, maybe we need to get GIRMA in here
9 also. As far as that's concerned, one way or another,
10 we need to understand what the risks are, what we're
11 doing wrong that gets people hurt, apart from just
12 what we do to save money.
13 We need to know here at the Council level,
14 too. So as these products are being produced, please
15 make sure that we're copied on them also so we can
16 begin to look at --
17 MR. WRIGHT: Well, not only --
18 COUNCILMEMBER ROCHE: -- what we need to do.
19 MR. WRIGHT: -- on your workers' comp, but
20 your automobile, your general liability, your law
21 enforcement liability, so on and so forth. If you are
22 continuing to show negligence in a certain area
23 repeatedly, then that itself can become a claim.
24 And that's where your public officials -- as
25 your counsel can tell you, that's where your public

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1 officials and your employment practices can come up,
2 because if you repeat the bad behavior after you know
3 it's bad behavior, you got a problem.
4 And that's usually better for a third party
5 to let your department heads know, "Don't do that any
6 more. This is what you need to do instead."
7 Sometimes it's a better message coming from somebody
8 outside that does this for a living as opposed to
9 everybody trying to control it inside. It just works
10 better.
11 And that's what the insurance company should
12 do. That's what your insurance representative should
13 be doing for you.
14 COUNCILMEMBER ROCHE: I agree with you a
15 hundred percent. All I'm saying is we need to make
16 sure everybody gets it, not just certain -- not just
17 the department heads or whatever.
18 MR. WRIGHT: Right.
19 COUNCILMEMBER ROCHE: As you produce these,
20 please make certain that the Council gets copied on it
21 also.
22 MR. WALKER: Okay.
23 MR. WRIGHT: Absolutely.
24 COUNCILMEMBER ROCHE: If nothing else, it
25 needs to be part of the public record.

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COUNCILMEMBER FLEMING: That's if we move forward with Travelers.
COUNCILMEMBER ROCHE: Well, I understand. Even if we don't move forward with Travelers, I would think that a review by GIRMA or whoever else, whoever we choose would be, you know, appropriate at this point because this is a -- I don't know how we compare to other cities, but, you know, I look at this loss history and it's pretty -- it's a lot.
And again, the list of people injured, eight or nine people injured, you know, we can't continue that: well, we've only got 110 people and we've got 10 percent or almost getting injured, you know.
MR. WRIGHT: Well, and your down time, the cost on down time too.
COUNCILMEMBER ROCHE: Well, that's the point is it's not just the legal costs; it's the paperwork and the stuff we have to handle, and e-mails I get --
MR. WALKER: I think they say --
COUNCILMEMBER ROCHE: -- and, you know, that the Council gets.
MR. WALKER: -- for every dollar of workers' compensation costs that you see here, there's an additional $4.00 of --
COUNCILMEMBER ROCHE: Exactly.

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MR. WALKER: -- additional cost out there, so you're talking about four times that number when it's really all said and done.
COUNCILMEMBER ROCHE: Absolutely.
COUNCILMEMBER BATES: Just to clarify, because I'm trying to compare the GIRMA policy with the Travelers policy, the Travelers policy includes uninsured motorist liability on automotive, because in the GIRMA policy it says uninsured motorist liability rejected. Reject meaning they aren't covering it?
MR. WALKER: That's coverage.
COUNCILMEMBER BATES: And medical payments excluded. Is medical payments included in the Travelers policy?
MR. WALKER: Yes, they are included.
MR. WRIGHT: Included.
COUNCILMEMBER ROCHE: It's kind of bad when we get the rejection letters from insurance companies because of our -- "After evaluating the loss runs, we must decline this account."
We need to do better. We need to do so much better regardless of which insurance company we go with. This is just not acceptable.
Nothing to do with you guys.
MR. WALKER: No, and that's -- I mean that's

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one point we would like not to cast stones, but they've had the opportunity to help you and assist you over the last several years, and to us, they're part of the problem. I mean that's -- going forward, we would like to get involved and get our hands dirty and better manage your claims and better do loss control, and that's . . .
COUNCILMEMBER ROCHE: Yeah, but we need to do a lot better job in so many ways.
COUNCILMEMBER FLEMING: Did you just say that GMA is part of the problem by not stepping forward and helping us?
MR. WALKER: Have they helped you in the past with loss control or safety management?
COUNCILMEMBER FLEMING: I think that, you know, would have been our liability to pick up the phone and say, "Hey, do you have any type of this item," because it's clearly stating in the policy here with them that that's what they have available to us.
Okay. And if we didn't pick up the phone and call them --
MR. WALKER: Right.
COUNCILMEMBER FLEMING: -- that's our negligence --
MR. WALKER: Okay.

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COUNCILMEMBER FLEMING: -- not theirs.
MR. WALKER: And that's -- I'm unaware of that, so I'm not --
COUNCILMEMBER FLEMING: Okay.
MR. WALKER: So yeah.
MAYOR PRO TEM ALEXANDER: Council, any further discussion? questions?
COUNCILMEMBER ROCHE: So the actual difference between the two policies, do we have a round total number?
MR. WALKER: I believe it was in the $63,000 range. But then, of course, that doesn't include some of the deductible options and umbrella options that we presented, which probably you could save another $10,000 or $20,000. There's different umbrella limits here as well as deductibles on the workers' compensation. I think you could probably have another $20,000 in savings.
COUNCILMEMBER ROCHE: Because I'm showing five fifty-eight six eighty --
MR. WRIGHT: And we're at five thirteen.
COUNCILMEMBER ROCHE: -- for GIRMA, but I don't know if I've got everything.
MR. WALKER: I don't believe the GIRMA includes in their information the pollution liability

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1 policy, if I'm not mistaken.
2 MR. WRIGHT: And the five thirteen does
3 include a $3,000,000 umbrella as well that sits over
4 top of all your policies, that you may or may not
5 elect to purchase, and that's another $20,000. It's
6 included in that five thirteen.
7 COUNCILMEMBER BATES: So if we moved away
8 from that, would that be a credit?
9 MR. WRIGHT: That would be a $20,000 --
10 roughly $20,000 credit back to you, yes.
11 COUNCILMEMBER ROCHE: So you're essentially
12 saying that we could save around $60,000 plus get --
13 MR. WRIGHT: Another --
14 COUNCILMEMBER ROCHE: -- risk management
15 consulting services.
16 MR. WALKER: Yes, sir.
17 MAYOR PRO TEM ALEXANDER: Well, like
18 Ms. Fleming said, we have that opportunity now and we
19 haven't, evidently, taken it.
20 COUNCILMEMBER BATES: Well, part of the role
21 of a consultant and a broker is to be proactive and
22 not reactive. And I think that it would have been
23 nice for GIRMA to say, "Hey, city. We've got the
24 service. You know, use it or not, but be aware that
25 we've got it." I don't know that they've ever reached

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1 out to us.
2 And I agree. We probably should have in the
3 past asked those questions, but, you know, proactive
4 versus reactive.
5 COUNCILMEMBER ROCHE: Well, one thing we
6 need -- it's also incumbent on of course as a city
7 regardless of which way we go, if someone comes in to
8 evaluate and audit, you know, our processes, you know,
9 there has to be cooperation, and, you know, full
10 cooperation. As the Council, want to make certain
11 that that happens, and the Mayoral level too, of
12 course, but that cooperation has to be there and it
13 has to open, et cetera, et cetera.
14 But what I'm hearing tonight is saving
15 $60,000 or thereabouts. And risk management
16 consulting, I'm thinking what's not to like?
17 And I appreciate Councilwoman Alexander for
18 pushing this issue and getting it before us tonight.
19 Now, can we actually take any action on this
20 tonight or do we need to talk to GIRMA or what's the
21 next step?
22 COUNCILMEMBER PACHUTA: I think we probably
23 can take action. I would like the answer for like the
24 pollution, like Ms. Alexander mentioned, with the --
25 like the DEA is paying for clean-up of that house --

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1 MR. WRIGHT: Sure.
2 COUNCILMEMBER PACHUTA: -- but --
3 MR. WRIGHT: The most you're going to look
4 at if -- Let's just say if you needed that
5 environmental policy for that one function. You're
6 looking at $10,000 or $12,000 max.
7 COUNCILMEMBER PACHUTA: And I'm hoping we
8 don't --
9 MR. WALKER: Right, and if --
10 COUNCILMEMBER PACHUTA: -- ever, but that --
11 MR. WALKER: -- the DEA is paying for it.
12 COUNCILMEMBER PACHUTA: It's just because
13 it's something that happened within the last few weeks
14 so it's on our mind.
15 MR. WRIGHT: It's definitely on your --
16 right.
17 And I think during your broker selection
18 process, if I'm correct -- and I'm sorry if I don't
19 remember this correctly -- the GMA was offered the
20 opportunity to come and present at that time as well.
21 Did they present to you-all a risk
22 management program to help you going forward?
23 COUNCILMEMBER BATES: They did not.
24 COUNCILMEMBER FLEMING: I'm sorry? Your
25 question again?

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1 MR. WRIGHT: During the broker selection
2 process that was held a few months back, did the GMA
3 offer a risk management program and a loss control
4 solution at that time going forward to help with the
5 City's losses?
6 COUNCILMEMBER BATES: I don't know that they
7 responded to the RFP.
8 COUNCILMEMBER FLEMING: So we have not heard
9 from GMA at all in regards to sitting down with us.
10 COUNCILMEMBER PACHUTA: Remember how hard it
11 was for them to come out last year to talk to us about
12 the workers' comp deductibles? If I recall, it was a
13 while, and we looked at changing that --
14 MR. WRIGHT: I think they --
15 COUNCILMEMBER PACHUTA: -- getting that
16 information from them.
17 MR. WRIGHT: -- presented the amount if I
18 remember correctly.
19 COUNCILMEMBER FLEMING: I believe, in my
20 opinion, since our policy with GMA is through December
21 31st, 2011, I think it would be appropriate for us to
22 postpone this item until a date certain, giving us an
23 opportunity to look at the other options that are on
24 here as well as the information that you need to get
25 back to us on, as Ms. Alexander asked, and that would

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be my opinion.
I'm not ready to make a decision on this this evening.
MAYOR PRO TEM ALEXANDER: Does Council have a date in mind of when you would like to review again?
COUNCILMEMBER ROCHE: Next Council meeting?
COUNCILMEMBER BATES: I'm fine with that. Would you-all be able to have the --?
MR. WRIGHT: We can. The only issue that we have is your losses are an ongoing issue, so remember that going forward. These quotes are generally, which is standard, only good for 30 days from the time they're released. So if your loss picture changes dramatically in that time period while you're postponing, then the insurance carrier could look at your new losses and say, hey.
COUNCILMEMBER FLEMING: Okay. So how much refund are we going to get back from GMA?
MAYOR PRO TEM ALEXANDER: Well, I guess my concern with that statement is these quote expire July 1 and we got them on June 27th.
MR. WRIGHT: They're effective --
MR. WALKER: They're effective --
MR. WRIGHT: -- July 1st.
MR. WALKER: -- July 1st, so they would --

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COUNCILMEMBER FLEMING: Okay.
MR. WALKER: -- continue on for 30 days.
MR. WRIGHT: They were made to be present and ready to go on July 1st if you wanted them, but that's not the -- no, ma'am.
MAYOR PRO TEM ALEXANDER: So this quote expires August 1st?
ATTORNEY McLENDON: Yes, ma'am.
MAYOR PRO TEM ALEXANDER: Okay.
COUNCILMEMBER ROCHE: Yeah. The next Council meeting is on the 18th of July, so the day before election day.
COUNCILMEMBER FLEMING: I really -- I'm not comfortable with that. I believe that we need our new Mayor on board as well as the Council to make this major decision for the City, and since we have coverage until December 31st, 2011, then my preference would be to wait until August.
COUNCILMEMBER ROCHE: August 1st? I just don't want this to fall by the wayside.
COUNCILMEMBER PACHUTA: I would prefer to make a decision while we know that the quote is still valid, which means we need to make it by August 1st.
COUNCILMEMBER ROCHE: I could argue both sides of that one. I would like to move forward,

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though.
COUNCILMEMBER FLEMING: Then, don't wait.
COUNCILMEMBER BATES: We do have -- this month, we do have the third meeting.
MAYOR PRO TEM ALEXANDER: July 25th?
COUNCILMEMBER BATES: July 25th, scheduled.
MAYOR PRO TEM ALEXANDER: And so would Council like to add this to the July 25th agenda?
COUNCILMEMBER BATES: So moved.
COUNCILMEMBER ROCHE: I'll second that.
COUNCILMEMBER FLEMING: In the meantime, Ms. Alexander, whether it be yourself or Ms. McCain, I'd like to know what type of refund we would be getting back from GMA if we so give them our 90-day notice. And then we're overlapping here I think in the insurance coverage.
MR. WRIGHT: Ms. Fleming, if I may, the 90-day notice was satisfied when you RFP'ed for the broker selection and the GMA responded to that broker selection, so that was your 90-day notice.
Any money that you've paid to GMA that you don't use in their policy premium is a hundred percent refunded to you.
MAYOR PRO TEM ALEXANDER: Any further discussion?

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- - -
(No response)
- - -
MAYOR PRO TEM ALEXANDER: Call the roll, please.
CLERK McCAIN: Councilmember Bates?
COUNCILMEMBER BATES: Yes.
CLERK McCAIN: Councilmember Fleming?
COUNCILMEMBER FLEMING: No.
CLERK McCAIN: Councilmember Pachuta?
COUNCILMEMBER PACHUTA: Yes.
CLERK McCAIN: Councilmember Roche?
COUNCILMEMBER ROCHE: Yes.
MAYOR PRO TEM ALEXANDER: Ms. McCain, if you'd make sure this gets added to the July 25th meeting agenda.
CLERK McCAIN: Okay.
MAYOR PRO TEM ALEXANDER: And if you could ask my meth-house question. Thank you.
MR. WALKER: Okay.
MR. WRIGHT: Absolutely.
COUNCILMEMBER BATES: Thank you.
COUNCILMEMBER FLEMING: Thank you.
MR. WALKER: So I mean we need to come back on the 25th or --?

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1 COUNCILMEMBER ROCHE: It might be good, to
2 answer questions if possible.
3 MR. WALKER: Thank you.
4 MR. WRIGHT: Thank you.
5 MAYOR PRO TEM ALEXANDER: The next item on
6 the agenda is from our new parks & rec director, Scott
7 Rodgers. He joined the city on June the 27th. And
8 Ms. Wilson's gone.
9 He met with Ms. Wilson along with
10 Mr. Mosely. We left a budget line item in his budget
11 for -- I believe it was an athletic director replacing
12 Mr. Schussler, who left the employment of the City.
13 After being on board, Mr. Rodgers would like
14 to reappropriate those funds, and instead of hiring an
15 athletic director because he and Mr. Mosely are more
16 hands-on, he would like to reappropriate those funds
17 and hire an administrative assistant.
18 And it's my understanding her job -- or her
19 or his job responsibilities would be assisting with
20 all registrations, money collecting, money being
21 turned in from the swimming pool or whatever, and help
22 him with accountability and maintaining his budget and
23 things of that nature.
24 He has worked with someone of that nature in
25 his other parks & rec jobs and found it very useful,

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1 especially like when Council asks for information as
2 far as attendance at events or attendance at the
3 swimming pool or things of that nature. That helped
4 him: someone in the administrative role to help with
5 those functions.
6 So he has given us a sample job description
7 from Rapid City. I guess that's Iowa. I'm not sure.
8 And he was wanting permission to reappropriate those
9 funds and post a job. I believe he was estimating
10 between $12.50 and $13.00 an hour for that position.
11 COUNCILMEMBER PACHUTA: What is currently
12 budgeted for the athletic director?
13 MAYOR PRO TEM ALEXANDER: Ms. Wilson's gone.
14 COUNCILMEMBER PACHUTA: Do we remember what
15 Gary was earning?
16 UNIDENTIFIED SPEAKER: She's right here.
17 MAYOR PRO TEM ALEXANDER: I'm sorry.
18 MS. DONNA PITTMAN: She's right here.
19 CLERK McCAIN: Do you want me to go get her?
20 MAYOR PRO TEM ALEXANDER: Yes, please, and I
21 hope she has the answer. If not, I'll go get my form.
22 Or you have your form, Ms. Fleming?
23 COUNCILMEMBER FLEMING: I believe so. It
24 would have to be coming off of --
25 MAYOR PRO TEM ALEXANDER: I think it's the

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1 recreation budget, isn't it?
2 - - -
3 (Ms. Wilson enters Council Chambers)
4 - - -
5 MAYOR PRO TEM ALEXANDER: All right. When
6 Mr. Rogers spoke to you about reappropriating his
7 budget line item, do you remember the amount that was
8 budgeted for that position? Was that $31,000?
9 MS. WILSON: Yes, ma'am, I believe it was
10 about $31,000/$32,000 just for the salary itself. And
11 then he did ask me about what was budgeted, and I told
12 him what it was, and he said he will stay within that
13 budgeted amount.
14 MAYOR PRO TEM ALEXANDER: Okay.
15 COUNCILMEMBER ROCHE: The job description
16 doesn't talk anything about handling cash or
17 accounting or anything at all like that.
18 MAYOR PRO TEM ALEXANDER: Well, I think that
19 was one of the things that he was just giving us as a
20 sample. He did send an e-mail -- and I'm sorry I
21 didn't make copies for Council; I can now if you'd
22 like -- talking about revenue collection, the
23 accounting system will be streamlined. That's some
24 more information that he gave us.
25 He has made some changes in the swimming

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1 pool area. We now have a part-time employee that is
2 doing the concessions and collecting the pool
3 admissions to help accountability in that area.
4 COUNCILMEMBER ROCHE: Do we have an official
5 job description for this?
6 CLERK McCAIN: We do not.
7 COUNCILMEMBER ROCHE: I'm just saying that
8 if we -- before we put this out, obviously we need to
9 update this to talk about capturing funds, being
10 responsible for money and cash receipts handling --
11 MAYOR PRO TEM ALEXANDER: Background check.
12 COUNCILMEMBER ROCHE: -- all that.
13 Background check, yes.
14 CLERK McCAIN: I think he was waiting to get
15 input from the Council to make it a complete document
16 before he puts it out. And I do believe it was $12.50
17 an hour, which was $26,000 a year as opposed to what
18 the last person was getting paid at thirty-one.
19 COUNCILMEMBER ROCHE: I have to say I'm not
20 completely comfortable with this.
21 Personally, I would rather have like a
22 recreation kind of person instead of an administrative
23 assistant kind of person, because there's only three
24 people there. There's only going to be three full-
25 time people, and one third of that's going to be an

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1 administrative assistant.
2 I'm open to persuasion, but right now I'm
3 not persuaded. So maybe it would be good to have
4 Mr. Rodgers, you know, present it to us so we could
5 get some questions answered also.
6 MAYOR PRO TEM ALEXANDER: Okay.
7 COUNCILMEMBER FLEMING: This is going to
8 sound strange coming out of my mouth because I'm all
9 for parks and rec within reason, but Mr. Rodgers has
10 been officially on duty a week.
11 COUNCILMEMBER ROCHE: Right.
12 COUNCILMEMBER FLEMING: And I find it odd
13 that he's coming to us and asking for something
14 already and he's on 90-day probation.
15 So I would prefer, you know, keeping this
16 item as something to consider, but I would like to
17 have that person serve out his probationary period
18 before he starts asking or changing in our, you know,
19 makeup as far as that's concerned.
20 COUNCILMEMBER ROCHE: I mean it's a valid
21 point as mentioned in the e-mail, that, you know, we
22 just have part-time people collecting money, and I
23 don't think we've done background checks on all those
24 people.
25 But I mean if someone ran off with the cash

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1 box, I don't think it would put the city in much worse
2 financial situation than it is already, but still. I
3 mean I can see that point.
4 I'm just -- It's only been a week. It takes
5 longer than that to evaluate an organization and come
6 up with requirements, in my opinion. So I'd rather
7 wait a little while on this.
8 COUNCILMEMBER BATES: My personal preference
9 is to wait until the new Mayor has had a chance to
10 look in and evaluate.
11 The very next item is crafting a furlough
12 day policy, and I'm just not comfortable hiring a new
13 person, even though it's budgeted, when we're talking
14 about furloughs and layoffs. I have an uncomfortable
15 feeling about that process. So my preference would be
16 to put this on a holding pattern and let the next
17 Mayor have a chance to work with him and all the other
18 departments to evaluate their staffing needs and
19 budget and move forward accordingly.
20 COUNCILMEMBER ROCHE: We have to eliminate
21 positions, and if it's possible to transfer a position
22 if someone might be qualified, then that would be
23 better than going out and hiring someone today instead
24 of waiting until after October when we've already
25 decided, you know, what positions are going to be

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1 eliminated.
2 It may be just, again, someone has a
3 background in physical fitness or something that could
4 transfer to that department, for all we know.
5 MAYOR PRO TEM ALEXANDER: Moving on,
6 furlough day policy. Council voted to initiate -- to
7 give out five furlough days to be taken through a
8 calendar year. And the Madam Clerk and I, and
9 Ms. Wilson also has too, been getting questions
10 regarding taking furlough days.
11 So I would like to sort of hammer out a
12 policy on some of the questions I got answered today.
13 And all of this, of course, has to be approved with
14 the department head.
15 As you know, one of the suggestions from a
16 department head I believe requires Council approval,
17 and that was from our library director. And her
18 suggestion for her department taking the five furlough
19 days was to close the week before Christmas -- I
20 believe that would be the week of the 19th through the
21 23rd -- and then would open back up as all other
22 departments on December the 27th, and that would take
23 all of their five furlough days into one week.
24 We would be without a library for that week.
25 However, one of the goals of Ms. Henry was to work

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1 with Dekalb County to advertise our furlough week on
2 the Web page to direct patrons to other libraries.
3 She's also attending a meeting, I believe, at the
4 Dekalb library system. Unfortunately, Dekalb County
5 is also going to be closing libraries various days.
6 Their employees will be taking furlough days also.
7 So I wanted Council's approval if the
8 library could take their five furlough days during the
9 week before Christmas.
10 Also, we have some employees that have asked
11 to take their five furlough days all at once. Again,
12 that would be based on their department head's
13 approval and how it affected the other, you know,
14 positions in that department.
15 I believe a couple of departments have
16 already taken a couple of furlough days. I believe
17 Mr. Strickland took one today as did the assistant in
18 accounting, and I believe City Hall has already
19 starting taking them one day at a time. So those
20 departments seem to be working well getting, you know,
21 the days scheduled.
22 But I guess those are my two questions I had
23 tonight. Are we okay with the library taking their
24 furlough days all in one week, the week before
25 Christmas? And then are we okay with employees, with

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1 department head approval, taking their five furlough
2 days at one fell swoop?
3 COUNCILMEMBER PACHUTA: Yeah. I think one
4 of the reasons in giving the flexibility was unlike --
5 I know some of the other surrounding counties and
6 stuff have set days.
7 And I prefer, especially since we're
8 smaller, for the department head to have that
9 flexibility. And if the department is fine with
10 someone basically taking an unpaid vacation, then that
11 should be up to the department head to work that out.
12 And if it's not okay from a staffing level, then they
13 can say no.
14 And then as far as the library, really I
15 don't have problem with closing the week before
16 Christmas because I imagine a lot of people are
17 traveling anyway, and we can refer them to other
18 Dekalb libraries.
19 COUNCILMEMBER FLEMING: Ms. Alexander, you
20 said the 19th through the 23rd?
21 MAYOR PRO TEM ALEXANDER: Yes.
22 COUNCILMEMBER FLEMING: And then reopening
23 on the 26th?
24 MAYOR PRO TEM ALEXANDER: -- seventh. The
25 26th is our holiday this year.

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1 COUNCILMEMBER ROCHE: Personally, to me, the
2 whole idea -- one of the main ideas of using furlough
3 days is to not reduce services, and in my opinion, to
4 close the library for a full week is an impact on
5 services, and I would much --
6 I guess my vision in my mind was that
7 basically everyone would take one furlough day per
8 month sometime between now and the end of the ... And
9 that way, it's spread out, services aren't really
10 impacted, and the City saves some money.
11 As far as shutting down the library for one
12 week, I'm not completely comfortable with that. If it
13 was going to be a week at all, it would be the week
14 between Christmas and New Year's because there's going
15 to be a lot less activity there.
16 But I do like the idea of having -- you
17 know, allowing the department heads the flexibility to
18 manage their department and manage their own resources
19 but I'm not sure I'm completely comfortable with the
20 idea of the library.
21 MAYOR PRO TEM ALEXANDER: I guess one of the
22 challenges that Ms. Henry has is, for example, one of
23 her employees has quite a bit of PTO so she's taking a
24 whole month off on vacation.
25 So I guess she's trying -- with her limited

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1 number of full-time employees and balancing the hours
2 with the part-time employees, she's trying to
3 incorporate all the furlough days and not have any of
4 her employees lose their PTO, and that's one of the
5 challenges that she is having.
6 COUNCILMEMBER ROCHE: I'm not violently
7 opposed or anything. I just wish there was a smoother
8 way to smooth out the rate, smooth that out.
9 COUNCILMEMBER BATES: Yeah, I agree with
10 Mr. Roche. I'm a little uncomfortable with the
11 library being closed for a week, especially with
12 school being out. I don't know what their attendance
13 numbers are during that time period. I don't know if
14 she's got that information available.
15 But I also want to be able to give her the
16 flexibility to manage that as she needs to make do
17 with the PTO and days off that she knows that are
18 already scheduled.
19 So while I'm not in favor of it, I'm not
20 opposed to it either.
21 COUNCILMEMBER ROCHE: I can see shutting
22 down the library one day a week or something, but all
23 at once, I just --
24 If you've checked out a book and it comes
25 due during that week --

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1 MAYOR PRO TEM ALEXANDER: You'd take it to
2 Chamblee.
3 COUNCILMEMBER ROCHE: -- what are you going
4 to do?
5 MAYOR PRO TEM ALEXANDER: You're going to
6 take it to Chamblee.
7 COUNCILMEMBER ROCHE: Well, then they got a
8 find a way back here, so. Have to pay fines or
9 something. I don't know.
10 Do we grant amnesty for people? You know, I
11 can see where it gets complicated.
12 MAYOR PRO TEM ALEXANDER: Well, the books
13 belong to Dekalb County so you can return at any
14 Dekalb County library.
15 COUNCILMEMBER ROCHE: Well, I understand,
16 but --
17 CLERK McCAIN: If I may, I did talk to
18 Ms. Henry on that particularly, and she said that
19 having it scheduled ahead of time, she could
20 coordinate with Dekalb County to extend those days
21 that they're due: if they were due on the 22nd, it
22 would extend it out to the 27th. So it would be
23 automatic in the computer: if it was supposed to be
24 that date, it would automatically make it the 27th
25 when they came back.

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1 COUNCILMEMBER ROCHE: Okay. Thanks.
2 COUNCILMEMBER BATES: I'm not opposed to her
3 having the flexibility to do it. It's not my
4 preference, but if that's what's the best fit, that
5 scenario, to manage her staffing, I think she needs to
6 move forward with it.
7 COUNCILMEMBER PACHUTA: I mean I don't know.
8 A weak motion to such that it is not our preference;
9 however, if that is the best way she finds to manage
10 the furlough days. I don't know.
11 COUNCILMEMBER ROCHE: Maybe we should just
12 leave it with the CEO of the city.
13 COUNCILMEMBER BATES: As far as the other
14 employees who want to take a week all at once, again,
15 that's at the department head's discretion.
16 MAYOR PRO TEM ALEXANDER: Okay.
17 COUNCILMEMBER ROCHE: Yeah. If we're going
18 to give one department head the discretion, we'd
19 probably have to give it to all of them.
20 Or not "probably." I think we do, out of
21 fairness.
22 COUNCILMEMBER FLEMING: So I know that we're
23 trying to create a policy if one is necessary, but due
24 to the confusion with Alterra payroll, what problems
25 might exist now instituting furlough days and people

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1 taking a week at a time furlough days?
2 MAYOR PRO TEM ALEXANDER: They are supposed
3 to create a field that shows zero dollars to keep
4 track of the furlough days, but we are continuing to
5 work on that.
6 COUNCILMEMBER FLEMING: Thank you.
7 COUNCILMEMBER ROCHE: Any legal
8 ramifications to any of this?
9 ATTORNEY McLENDON: No, as long as you
10 establish a consistent policy and enforce it even-
11 handedly.
12 COUNCILMEMBER ROCHE: Could consistent
13 policy be whatever the department heads want to do?
14 ATTORNEY McLENDON: Yeah. I think you could
15 have a policy that said it would be managed by the
16 department head, might have concurrence of the Mayor.
17 That sort of provides the escape valve, and you have a
18 reasonable policy in place.
19 COUNCILMEMBER ROCHE: Do we need a motion,
20 then, to do that or just turn the page?
21 MAYOR PRO TEM ALEXANDER: The next item is
22 pension reform.
23 COUNCILMEMBER PACHUTA: Yes. We all had a
24 very informative presentation recently from GMA
25 regarding our pension policy which is costing us, our

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1 funding obligation upwards of a million dollars a
2 year, and I think it's supposed to hit a million
3 dollars in next year, I believe.
4 And in reviewing with them, in 2000 the City
5 Council changed the pension plan and started providing
6 benefits, roughly not quite double what the other 284
7 cities in Georgia provide.
8 In fact, our plan provides more than the
9 City of Atlanta, and everyone's heard in the news the
10 kind of trouble City of Atlanta has right now in
11 funding their obligation until they've recently had to
12 restructure.
13 Our policy is very, very plush compared to
14 99 percent of the other cities in Georgia, and
15 unfortunately that is costing us quite a bit of money
16 as far as our pension obligations.
17 We're also paying into Social Security,
18 which is something that City of Atlanta does not do.
19 They have a rich plan, but they weren't paying in
20 Social Security.
21 If the easiest thing to do would be just to
22 start a new policy for new employees going forward.
23 And one of the things we discussed was a policy where
24 we put money in but the employee also puts money in,
25 more akin to a 401-K type plan for government

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1 entities.
2 We will not save, though, on these upcoming
3 pension obligations if the plan currently stays as-is
4 and all the current employees continue in that plan,
5 because we still have those funding obligations.
6 And I think what we need to have happen is
7 set up a new plan for new employees but also provide
8 something that is more affordable to the City, that
9 also encourages employee participation and employee
10 contributions, because currently we're putting in
11 roughly 15 percent a year of an employee's salary
12 towards the pension plan, which they never receive
13 unless they vest after 10 years.
14 So we never get that money back, they never
15 get that money back; it stays in the plan to help fund
16 the plan.
17 Theoretically, if we offered a plan -- and
18 just off the top of my head, something I've been
19 thinking about is we put in 6 percent but the employee
20 is immediately vested, we're automatically saving 7
21 percent on that employee's salary. But that employee
22 can work here a year or two years and leave with that.
23 So that might be important to some of our
24 current employees who are eight years away from
25 vesting, seven years away from vesting. They might

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1 want to move to the new plan.
2 And if we have enough employees, go to a new
3 plan, and the new employees on the new plan, our
4 percent funding for the current pension plan will be
5 higher and so our obligation should theoretically
6 decrease away from that million dollars a year.
7 In my head, you know, I think that if we did
8 like 6 percent vesting or 6 percent contribution, we
9 would save money.
10 But what I think needs to happen is we need
11 to have an actuarial analysis, and I know GMA
12 mentioned this. I would not want to use GMA just
13 because they're -- I think, frankly, they're
14 benefitting if we stay with our current plan and
15 provide these huge contributions.
16 I think we need to have an actuary look at,
17 one, what would a plan cost us for different
18 scenarios, like if we contributed a certain
19 percentage, and then if we provided immediate vesting
20 or an vesting schedule -- you know, 20 percent after
21 so many years, 30, 40, 50 depending on the years.
22 But also at what point with the current
23 pension plan would we start saving money. Would we
24 need five employees to leave the pension plan to go to
25 a new pension plan? Ten employees? There's got to be

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1 a point at which we're not saving money or we need
2 certain number of employees to migrate over to a new
3 plan to really see a difference.
4 And I don't think we cut all of the
5 consulting and professional services out of the
6 general government budget?
7 MAYOR PRO TEM ALEXANDER: I don't believe
8 so.
9 COUNCILMEMBER PACHUTA: Well, what I would
10 like at this point is if Mrs. Alexander or staff could
11 get with -- I was thinking of getting some
12 recommendations from Bill Fussell, who worked with us
13 on GM.
14 MAYOR PRO TEM ALEXANDER: I contacted him
15 yesterday, and he's the bond guy, so he's asking
16 around his firm. I sort of outlined what you had
17 mentioned, and he's supposed to be getting back with
18 me. I'll follow up with him again.
19 COUNCILMEMBER PACHUTA: So I would like to
20 at least just get some quotes of how much will it cost
21 to do an actuary evaluation of the pension plan and
22 migrate into a new pension plan.
23 And they look at everything. They look at
24 the ages of the employees, how many people are close
25 to vesting, how many people, you know, their

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1 prospective life span, how many years you'd have to be
2 paying benefits for.
3 So if Ms. Alexander could get some quotes
4 from them to see, you know, how much.
5 Now, when we switch plans, of course, that
6 would be something to RFP out to different retirement
7 providers, but I think as far as an actuary goes, if
8 you'd get some costs and some ideas from them so we
9 get some analyses.
10 MAYOR PRO TEM ALEXANDER: I believe one of
11 the items that Council had discussed during budget
12 hearings also was offering early retirement.
13 Mr. McLendon, do I have the approval now to
14 e-mail Council the requested information?
15 ATTORNEY McLENDON: Uh-huh.
16 MAYOR PRO TEM ALEXANDER: Because when we
17 were discussing hiring an actuary, we discussed we
18 didn't want to obviously open up the door to everyone
19 to early retire, because that's just not feasible, but
20 we wanted to review the information for us to come up
21 with this is the line that we want to review.
22 So I've now got approval from legal to, and
23 I will e-mail Council, and if you'd please -- You
24 know, that's one of the things we want to consider:
25 if we want to offer early retirement, age plus what

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1 years of service is something that we need to look at
2 also.
3 I did contact Mr. Fussell. He responded
4 that he was going to check around his firm and get me
5 some information. He has not gotten back to me today,
6 so I will send him another e-mail.
7 But I think it's definitely something that
8 we need to look at. Unfortunately, we're not going to
9 be able to afford a contribution of a million dollars
10 in 2012, which is what they are estimating it at now.
11 Any additional comments from Council?
12 COUNCILMEMBER FLEMING: Yes, additional
13 comments, absolutely.
14 I believe right now -- though Ms. Pachuta
15 doesn't want us to use the actuary that is being used,
16 which is Segal (ph), through GMA, right now we're not
17 having to pay for that service. It's incorporated
18 into our retirement program if I'm not mistaken.
19 And I am not comfortable, even though Bill
20 Fussell -- we know him personally and the whole bit, I
21 still don't think that we need to be paying any extra
22 moneys for any other professionals that we already
23 have available to us that we're already paying for.
24 COUNCILMEMBER PACHUTA: That would be an
25 extra charge.

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MAYOR PRO TEM ALEXANDER: He was going to be $900 is what he told us.
COUNCILMEMBER PACHUTA: Yeah. That was not told at --
COUNCILMEMBER FLEMING: That was when?
COUNCILMEMBER PACHUTA: -- at that meeting.
MAYOR PRO TEM ALEXANDER: At the presentation.
COUNCILMEMBER PACHUTA: And I think -- did he say nine eighty-five or something? It was just under a thousand.
COUNCILMEMBER BATES: That fee was to evaluate and run the actuarials on migration to a different plan on what the cost would be, a cost-benefit analysis if we were to evaluate switching plans.
So yes, you are correct that it's incorporated into the retirement fund contribution now, but anything that we would need from him or GMA to consider switching or migrating to a different program would be an additional fee payable to him.
COUNCILMEMBER ROCHE: Well, as long as it's under $5,000, I mean, the Mayor can do that. Otherwise, we'd have to go out for an RFP on this.
COUNCILMEMBER FLEMING: Where are you going

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to get the $5,000 from, Bob?
COUNCILMEMBER ROCHE: Don't look at me.
COUNCILMEMBER PACHUTA: That's why I asked.
COUNCILMEMBER ROCHE: I'm assuming it's in the budget.
COUNCILMEMBER PACHUTA: We did not remove all the professional services from the general government budget.
COUNCILMEMBER FLEMING: I'm sorry.
COUNCILMEMBER ROCHE: Go ahead. I'm used to it.
COUNCILMEMBER PACHUTA: And unfortunately -- and this is what happened to the City of Atlanta. City of Atlanta years ago made huge changes to their pension plan, added all these extra benefits but didn't have a plan in place for paying for it in the future and funding it.
And unfortunately this decision was made back in 2000 to double the benefits from all the other cities, and it's just unaffordable right now to pay a million dollars a year, 15 percent of every employee, into this pension plan which they don't get unless they've been here, you know, 10 years.
COUNCILMEMBER ROCHE: Well, I'll say a couple things.

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First of all, I'm glad that we're beginning to look at comparing our city to other cities and to find out what's reasonable for us to have not just here, but I hope we send that to -- You know, our head count. I mean one way to have less retirement is to have less employees or have the same number of employees here that other cities our size have.
And I do know that it's a very complicated situation and I know there's legal aspects, there's personal aspects. We don't even really have a personnel -- we have an employee manual but we're getting beaten to death on the lack of personnel policies that are in place and being enforced, too.
So I'm all for this idea and I do agree that we need some sort of --
A friend of mine who works out of town now, but he does this for a living, and I know he makes very good money, so, but it's because he saves a lot of money, too, so.
So if it's under $5,000, wherever the money's coming from, assuming it's somewhere in the budget, I don't have a problem with taking that next step.
COUNCILMEMBER PACHUTA: And it may be that they come back and say, in order to save money, you

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would have to have 100 percent of your employees, you know.
The employees who are vested, they're not going to switch to a new plan. There's no reason for them to. But I think we do need to offer something that the newer employees who aren't vested and are quite a ways away from vesting, to give them something where they could be immediately vested.
But again, that's something I think an actuary needs to review, and when they look at average life span, how many -- you know, the average age of retirement and things like that to actually tell us, you know, "Yes, this will save you money. Yes, this will not save you money."
COUNCILMEMBER ROCHE: I agree.
COUNCILMEMBER PACHUTA: And I think if Ms. Alexander could move forward with speaking to Bill and then report back to us.
MAYOR PRO TEM ALEXANDER: I would like -- after I e-mail Council the listing, I would like feedback from them on what they envision is age plus years of service they would like to take a look at. So I'm making myself a note to e-mail that this evening after the meeting.
Do we want to leave this on another agenda?

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1 COUNCILMEMBER PACHUTA: Yeah. If we could
2 just move this forward and leave it on old business.
3 MAYOR PRO TEM ALEXANDER: Mr. McLendon, the
4 first reading for FTA ordinance
5 ATTORNEY McLENDON: And this is one of the
6 ordinances we had discussed in conjunction with
7 talking about the courts and how we would address some
8 of the issues in the courts.
9 One of the things that was pointed out is we
10 didn't have a dead-on-point ordinance that said, "If
11 you fail to appear at your court hearing, it is a
12 violation."
13 What this basically does is it gives
14 authority of the summons to court. It states if you
15 fail to appear, it is a violation.
16 What would happen is if somebody didn't
17 come, they'd be charged under this code section and it
18 would become a new charge that had to be dealt with.
19 COUNCILMEMBER PACHUTA: And I guess I'm
20 confused. What happens now if they fail to appear?
21 ATTORNEY McLENDON: Right now, they don't
22 have a clear provision on it, and it sort of travels
23 as a contempt for failure to come to court.
24 COUNCILMEMBER PACHUTA: Okay. But, well, I
25 know what's theoretically supposed to be happening,

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1 like you report them to the driver's license bureau,
2 et cetera, et cetera, but do they get -- Are they
3 supposed to get currently like another date to appear,
4 or no, it's just you get reported for not appearing
5 and one day you get pulled over and get caught?
6 ATTORNEY McLENDON: What happening right now
7 is if you -- well, the processes we're making sure we
8 have thoroughly are in place and are being done
9 appropriately for each case is to make sure that if
10 you fail to appear, it is either put into the GCIC
11 and reported to the State for the purposes of
12 suspending the license. Those are the processes that
13 when somebody gets pulled over, it sort of works
14 through the old cases to bring them back in.
15 What this just does is at the time that they
16 failed to appear, it becomes a new charge. And that
17 way, when they come in there will be a new bond for
18 the failure to appear and it will be more charges they
19 have to address in resolving this.
20 COUNCILMEMBER PACHUTA: But the other two
21 things would still occur --
22 ATTORNEY McLENDON: Oh, yes.
23 COUNCILMEMBER PACHUTA: -- that are report
24 to GCIC and report to the drivers license services.
25 ATTORNEY McLENDON: And I believe we are

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1 working diligently to make sure those are being
2 implemented --
3 COUNCILMEMBER PACHUTA: All right.
4 ATTORNEY McLENDON: -- in the court.
5 COUNCILMEMBER PACHUTA: So now it's those
6 two things plus send them notice, "You now have a new
7 charge for failure to appear."
8 ATTORNEY McLENDON: Yes, there will be a new
9 charge outstanding. That's all this is.
10 COUNCILMEMBER FLEMING: Okay. The failure
11 to appear, if you don't have a driver's license, you
12 skip the first two that Ms. Pachuta was talking about.
13 You can only rely on this?
14 ATTORNEY McLENDON: As our court is -- Well,
15 yes. This would become an additional charge. For
16 instance, if you have a disorderly conduct, a charge
17 like that and it came through our court and it didn't
18 go in on the license suspension, this would become
19 another charge that was on the ...
20 COUNCILMEMBER FLEMING: And so what fee are
21 you suggesting? The failure to appear fee, what fee
22 are you suggesting?
23 ATTORNEY McLENDON: One of the things I
24 think we might want to consider in court and one of
25 the things we're working on is to not tie it as much

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1 to a fee schedule.
2 And I think we had discussed this at a
3 previous meeting, was for the charges -- generally
4 what I state is that it is charged based on our
5 general fine, which is the six months/thousand-dollar
6 fine, and it gives discretion to the court.
7 Because what you'll have is somebody who,
8 you know, has a reasonable reason for doing it, and
9 you're not going to find that they are going to get a
10 substantial fine in court because they'll come in and
11 explain it, and it'll be resolved, and it would go out
12 with not a substantial fine, versus the person who
13 says, "I'm never coming to court," and they have
14 numerous failures to appear in their history, and they
15 don't go to any courts.
16 And I would not want to say, "Well, that'll
17 be $200.00," because that's a person you might look at
18 and say, "You know what? A thousand dollars is more
19 appropriate for you." So I would leave it up to the
20 discretion of the solicitor to do that.
21 And frankly, that's one of the concepts, at
22 least moving forward, we might look at for all of our
23 charges in court. But again, that'll be presented to
24 you and y'all can weigh in on it.
25 COUNCILMEMBER FLEMING: The other issue I

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1 have about this ordinance is that the solicitor or
2 assistant solicitor -- this is on page two -- issuing
3 it and a copy thereof shall be served upon the accused
4 either personally or by leaving the copy at the place
5 of residence of the accused.
6 I have an issue with that.
7 ATTORNEY McLENDON: What it is is this is
8 about once you have been charged, you give your
9 address, your official address to the court that says,
10 "Here's my official communication," and that is
11 defensible. It is something that says, "I told you,
12 Court, if you need to communicate with me, send it to
13 my house."
14 By sending it to that address and
15 documenting it, we cover our bases as far as issuing
16 this charge, because the problem is --
17 COUNCILMEMBER FLEMING: Well, by leaving the
18 copy, it says -- it doesn't say mailing, certified
19 mail; it says, "or by leaving the copy at the place of
20 residence."
21 And I have an issue with that with wind,
22 rain, snow, sleet, you know, trees down, somebody's
23 stealing their mail.
24 COUNCILMEMBER PACHUTA: Although at this
25 point, they didn't show up for court so I'm not having

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1 a lot of sympathy for them.
2 COUNCILMEMBER ROCHE: So how else do you --
3 ATTORNEY McLENDON: You know what? No, no.
4 I think that's --
5 COUNCILMEMBER FLEMING: How can I have a
6 notice if --
7 ATTORNEY McLENDON: I think that's an
8 excellent point. I don't disagree with that. And if
9 I can review this language, because we may want to
10 make sure we have the broadest ability to serve this
11 that's legal.
12 You know, let me verify this -- I can tell
13 you the solicitor's office helped us put this together
14 -- and communicate with them on that issue, and if it
15 is appropriate to put "via mail," I think that that
16 makes good sense to put that in here as well.
17 COUNCILMEMBER BATES: Well, and I agree with
18 Ms. Fleming. I think the language implied that we
19 were going to hand-deliver all of these notices, and
20 that was --
21 COUNCILMEMBER FLEMING: Correct.
22 COUNCILMEMBER BATES: -- concerning.
23 ATTORNEY McLENDON: I think that is an
24 excellent point, and if I can review that, I will
25 bring it back on the second reading --

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1 COUNCILMEMBER FLEMING: Thank you.
2 ATTORNEY McLENDON: -- and show you a
3 redline of the changes we've made on this.
4 COUNCILMEMBER ROCHE: I think maybe
5 certified mail would be more appropriate because whose
6 going to deliver them all?
7 COUNCILMEMBER FLEMING: Because this
8 particular failure to appear is also indicating their
9 next date of appearance; correct?
10 ATTORNEY McLENDON: Uh-huh, absolutely.
11 COUNCILMEMBER FLEMING: Okay. So I would be
12 more comfortable with certified mail.
13 ATTORNEY McLENDON: I'm going to bring you
14 back a redline on that because I think that is an
15 excellent point.
16 MAYOR PRO TEM ALEXANDER: So we'll leave
17 this on the agenda for the 18th?
18 ATTORNEY McLENDON: Uh-huh.
19 MAYOR PRO TEM ALEXANDER: Okay. Yes, sir.
20 COUNCILMEMBER ROCHE: Does this cover -- I
21 mean if I get a parking ticket and I don't show up,
22 they're going to throw me in jail?
23 ATTORNEY McLENDON: Failure to appear. What
24 you'll find is that if you have a parking ticket and
25 you haven't shown up for court, most folks, you don't

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1 issue the warrant for some period of time for the
2 people that just forgot.
3 By and large, the next calendar that comes
4 up is when you would usually issue and sign the
5 failure-to-appear warrants. And yeah, it applies. It
6 applies across the board.
7 COUNCILMEMBER ROCHE: I just don't know if
8 I'm comfortable locking up, you know, if you have a
9 senior citizen that just, you know, didn't know what
10 it was or it got blown off your car or rained all
11 over, the next thing you know, we're down here in
12 Doraville jail.
13 ATTORNEY McLENDON: The citation itself is
14 given to the person, and I think you'd find that --
15 and this will be something, I think, to talk to our
16 court personnel. You would find that most of these
17 resolved in the seven to ten days for people that just
18 forgot.
19 But it's hard to make the distinction, and
20 you are going to need to -- I mean you're going to
21 have people in the city of Atlanta that serially don't
22 show up for parking violations, hundreds of them.
23 COUNCILMEMBER ROCHE: I understand that when
24 you have multiples, but I mean according to this, the
25 first time, I mean -- You know, my mother gets

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1 speeding tickets once in a while, you know. I
2 wouldn't want to have her locked up in Doraville jail
3 because she --
4 ATTORNEY McLENDON: I forgot to go to court
5 on one of my wife's one time, and I showed up two days
6 later, and we got it resolved. And that's typically
7 how they'll work through it at the courts.
8 These are excellent points. Can I take this
9 under advisement and get you a redline version back to
10 address these things?
11 COUNCILMEMBER FLEMING: Please.
12 MAYOR PRO TEM ALEXANDER: The next item is
13 something that came out of the budget meeting, is an
14 ordinance to amend the regular meeting schedule.
15 Council made the decision to, beginning August 1, I
16 believe, to have two meetings a month, and I believe
17 this is modification to the code section regarding
18 frequency of meetings.
19 COUNCILMEMBER PACHUTA: Have you spoken to
20 the development director and informed him to start
21 scheduling for the second?
22 MAYOR PRO TEM ALEXANDER: I haven't.
23 CLERK McCAIN: If I may, I have, and he was
24 actually happy about the idea of incorporating in our
25 regular -- one of our regular two meetings. He says

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1 it will speed up his processing where he can have
2 hearings every two weeks if needed as opposed to
3 waiting for a month.
4 So he knows that it will take effect August
5 1st and anything would need to go according to the
6 schedule.
7 COUNCILMEMBER FLEMING: So his personal
8 opinion was that he could have a public hearing on
9 either of the two dates?
10 CLERK McCAIN: Yes, ma'am.
11 COUNCILMEMBER FLEMING: Is that acceptable
12 to Council?
13 COUNCILMEMBER PACHUTA: That's what was
14 discussed I believe when we were talking about the
15 frequency of the meetings.
16 COUNCILMEMBER ROCHE: I thought we had a
17 work session scheduled next Monday according to the
18 Web site.
19 CLERK McCAIN: I don't have anything on it
20 yet. Nobody has submitted anything to me. But
21 normally we schedule work sessions for the second
22 Monday of the month, and we've had one every since
23 I've been here.
24 MAYOR PRO TEM ALEXANDER: Mr. Roche?
25 COUNCILMEMBER ROCHE: Yeah, I understand

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1 that, and I mean this is just talking about regular
2 meetings, and we have lots of other meetings, and
3 that's not really going to have any effect on that.
4 CLERK McCAIN: You can have a special-called
5 meeting any time --
6 COUNCILMEMBER PACHUTA: Yeah, and I'm
7 thinking --
8 CLERK McCAIN: -- that you call it.
9 COUNCILMEMBER PACHUTA: -- you know, if
10 there's a month Mr. Cooley has 15 people come in or
11 there's something where we're going to have to issue a
12 lot of zoning applications, I think we still have the
13 flexibility, and Mr. Cooley can then say, "Let's put
14 all of these on one night and schedule a special
15 zoning meeting." We still have that flexibility.
16 COUNCILMEMBER BATES: The reason why we
17 moved to having it on a dedicated night was because we
18 were being inundated and we couldn't get through our
19 Council agendas and get our business done because we
20 were dealing with planning and zoning hearings, which
21 take, know, at a minimum, 30/45 minutes because of the
22 public hearings and things like that.
23 I would encourage him to pick a meeting
24 night and schedule them but try not to inundate us
25 with them, because I agree with Ms. Pachuta. If we

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1 see something coming up where we've got a lot of
2 volume, let's schedule a special meeting for that.
3 But if we're doing two or three a Council-meeting
4 night, we're not going to -- we would just now be
5 getting to our agenda items. So --
6 COUNCILMEMBER ROCHE: One thing I would like
7 -- Sorry.
8 COUNCILMEMBER BATES: No, that's fine.
9 COUNCILMEMBER ROCHE: One thing I would love
10 to see is that if we're going to have meetings, they
11 all start at 6:30, not 6:30 sometimes, 7 o'clock
12 other times. You know, it's just nothing like sitting
13 down at Monterrey's taking your time, and wandering up
14 to City Hall and find out the meeting's halfway --
15 half an hour, you know, because they changed it or
16 because it said one thing here or whatever.
17 COUNCILMEMBER PACHUTA: I believe that was
18 done for my accommodation in the past, any non-Mondays
19 I could not be here at 6:30.
20 MAYOR PRO TEM ALEXANDER: Does Council have
21 any additional comments about this agenda item?
22 - - -
23 (No response)
24 - - -
25 MAYOR PRO TEM ALEXANDER: And we'll leave it

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on for the second reading for the next agenda?
COUNCILMEMBER ROCHE: Well, are we looking for changes? I don't have any changes if that's --
COUNCILMEMBER BATES: This is the first reading.
COUNCILMEMBER ROCHE: I'll make a motion to consider this the first reading of the ordinance to amend the regular meeting schedule to reduce it to three meetings per month.
COUNCILMEMBER PACHUTA: I don't think we need a motion.
COUNCILMEMBER BATES: Are you moving to waive first reading?
COUNCILMEMBER ROCHE: Well, never mind. I forgot how to be a Councilmember.
COUNCILMEMBER BATES: That's all right. It happens.
COUNCILMEMBER ROCHE: So it's been read.
MAYOR PRO TEM ALEXANDER: So please leave this on the agenda.
COUNCILMEMBER ROCHE: Thank you. There have been too many meetings in the last month.
MAYOR PRO TEM ALEXANDER: Correct.
COUNCILMEMBER BATES: I'm with you.
MAYOR PRO TEM ALEXANDER: Okay. Major

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Atkinson, do you have anything to report or --
MAJOR ATKINSON: No.
MAYOR PRO TEM ALEXANDER: As Councilmember Roche mentioned, on the Web site is posted a work session for Monday, July 11th. Does Council want to cancel that meeting?
COUNCILMEMBER BATES: I have --
COUNCILMEMBER PACHUTA: Yeah.
COUNCILMEMBER BATES: -- nothing for it.
COUNCILMEMBER ROCHE: So moved.
COUNCILMEMBER FLEMING: I don't have anything for it unless you think we're going to have more items come up as far as the budgetary or insurance or other forms. I'm okay with canceling it.
COUNCILMEMBER ROCHE: And that'll be right before the election and we'd have to move up there.
MAYOR PRO TEM ALEXANDER: No. The night before the election is the 18th.
COUNCILMEMBER PACHUTA: Oh, that's right. I assume the 18th we'll be up at the civic center?
MAYOR PRO TEM ALEXANDER: Yes.
COUNCILMEMBER ROCHE: So we have to be at the civic center and all that.
MAYOR PRO TEM ALEXANDER: For the 18th. We're canceling Monday, the 11th.

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COUNCILMEMBER ROCHE: Oh, I'm sorry.
MAYOR PRO TEM ALEXANDER: That's okay.
COUNCILMEMBER ROCHE: I just come here every night at 6:30, and if I don't see cars, I go home. Otherwise, I figure there's a meeting.
MAYOR PRO TEM ALEXANDER: So was that in the form of a motion, Mr. Roche --
COUNCILMEMBER ROCHE: Yes. I make a motion that we --
MAYOR PRO TEM ALEXANDER: -- to cancel the meeting on the 11th?
COUNCILMEMBER ROCHE: -- cancel the work session scheduled for next Monday night, whatever date that happens to be.
MAYOR PRO TEM ALEXANDER: July 11th.
COUNCILMEMBER BATES: Second.
COUNCILMEMBER ROCHE: July 11th.
MAYOR PRO TEM ALEXANDER: Any further discussion?
- - -
(No response)
- - -
MAYOR PRO TEM ALEXANDER: Call the roll, please.
COUNCILMEMBER ROCHE: Get a second?

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COUNCILMEMBER BATES: Yes. I did.
CLERK McCAIN: Councilmember Bates?
COUNCILMEMBER BATES: Yes.
CLERK McCAIN: Councilmember Fleming?
COUNCILMEMBER FLEMING: Yes.
CLERK McCAIN: Councilmember Pachuta?
COUNCILMEMBER PACHUTA: Yes.
CLERK McCAIN: Councilmember Roche?
COUNCILMEMBER ROCHE: Yes. Thank you.
MAYOR PRO TEM ALEXANDER: So we will not see you next Monday, we hope. No offense.
Public comments.
MR. SHANAHAN: We couldn't gather on the front steps anyway?
MS. CRAWFORD: Susan Crawford.
This is more about the last meeting that you had, and I think I e-mailed you this, but it occurred to me you had two issues and one of them was -- not one; you had a bunch of issues.
But you were talking about having to lay some people off from the maintenance department possibly, and at the same meeting you mentioned the inability to pay the I think it was $25,000 cleaning fee. And it just occurred to me that maybe the person, one of the people who would be laid off would

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1 choose to do the cleaning and not have to lose his or
2 her job, and I know you don't want to lay anybody off.
3 Also, I don't know how much the money would
4 come to if you collected the unpaid fines owed the
5 City and the people who had overdue fees for license
6 renewal. But it seems to me, my God, you know, it
7 would be worth looking into and collecting those fees
8 because it could save some jobs.
9 Also, as a state worker, I've been
10 furloughed, and I would like to mention that the point
11 is not to disrupt -- I mean have a free-for-all where
12 you shut down the whole city or, in my case,
13 department. You know, you do it as unobtrusively as
14 possible, and usually one person will take one day and
15 then another person will take another day and so
16 forth. Thank you.
17 MAYOR PRO TEM ALEXANDER: Any additional
18 comments?
19 MR. ANDERSON: Stuart Anderson.
20 Couple of issues. The administrative
21 assistant for the parks, nobody mentioned anything
22 about a hiring freeze that I think we still have in
23 place. I don't know about that, but that wasn't
24 mentioned. I have more to say about that but I'm not
25 going to.

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1 On the two meetings a month reference to
2 Mr. Cooley and zoning, as people come into his
3 department, there are the 15- to 45-day rule, you have
4 to advertise, et cetera, et cetera, and so that did
5 cause problems in the past trying to accommodate that
6 department and it did impact meeting time and volume.
7 That's what you're proposing to go back to
8 is somebody comes in with an application, the
9 application is looked at and discussed with the
10 applicant, and then there's the 15- to 45-day rule
11 where the advertisement is done.
12 And what was done in the past was to
13 expedite the applicant's application so that he could
14 get something done, a zoning or a variance, and so
15 that's -- that process is basically in place, so what
16 you're proposing is going back to that.
17 And if you went to one specific meeting for
18 planning and zoning to try and alleviate your time
19 schedule, that's the decision you have to make on
20 that, but if you go by the normal flow of how business
21 comes to him and then it comes through you and it has
22 to go through the planning commission, that's --
23 that's what you're proposing to do. I'm just trying
24 to give some light to that, I guess. Thank you.
25 MAYOR PRO TEM ALEXANDER: Any additional

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1 comments?
2 MR. CHAMBERS: Good evening. Richard
3 Chambers, New Peachtree Road.
4 I was glad to see somewhat of a consensus on
5 Mr. Rodgers' time frame before you started looking at
6 replacing that position, so I was glad to hear that.
7 On the furlough day, I think having the
8 department heads work with the individuals also is a
9 good idea.
10 The fairly lengthy discussion on the pension
11 reform I think is a very needed item. This country
12 presently has I think I've heard the number of over a
13 hundred trillion dollars in unfunded pensions around
14 the country, be they government, unions, et cetera,
15 et cetera. So I think this is a very important item
16 and could possibly save us quite a bit of money, so I
17 commend you on that.
18 And on the budget, I have received a lot of
19 good information listening to Dave Ramsey at times.
20 So it might be something that if y'all get a chance to
21 hear Dave Ramsey and some of his suggestions, that may
22 assist you. Thank you.
23 MAYOR PRO TEM ALEXANDER: Any additional
24 comments?
25 - - -

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1 (No response)
2 - - -
3 MAYOR PRO TEM ALEXANDER: Motion to adjourn?
4 COUNCILMEMBER PACHUTA: So moved.
5 MAYOR PRO TEM ALEXANDER: Second?
6 COUNCILMEMBER BATES: Second.
7 MAYOR PRO TEM ALEXANDER: Any discussion?
8 - - -
9 (No response)
10 - - -
11 MAYOR PRO TEM ALEXANDER: Call the roll,
12 please.
13 CLERK McCAIN: Councilmember Bates?
14 COUNCILMEMBER BATES: Yes.
15 CLERK McCAIN: Councilmember Fleming?
16 COUNCILMEMBER FLEMING: Yes.
17 CLERK McCAIN: Councilmember Pachuta?
18 COUNCILMEMBER PACHUTA: Yes.
19 CLERK McCAIN: Councilmember Roche?
20 COUNCILMEMBER ROCHE: Yes.
21 MAYOR PRO TEM ALEXANDER: Thank you.
22 - - -
23 (Meeting adjourned at approximately 8:40 p.m.)
24 -o0o-
25

C E R T I F I C A T E

STATE OF GEORGIA]
COUNTY OF DEKALB]

I hereby certify that the foregoing transcript was taken down, as stated in the caption, and the proceedings were reduced to typewriting under my direction and control.

I further certify that the transcript is a true and correct record of the evidence given at the said proceedings.

I further certify that I am neither a relative or employee or attorney or counsel to any of the parties, nor financially or otherwise interested in this matter.

This the 14th day of July 2011.

_____

Theresa Bretch, CCR
Permit No. B-755

[SEAL]

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