City of Flowery Branch
City Council Meeting
Thursday, December 5, 2024, 6:00 PM
City of Flowery Branch City Hall
5410 Pine Street, Flowery Branch, GA 30542

CALL WORK SESSION TO ORDER:

PLEDGE OF ALLEGIANCE:

ADOPTION OF AGENDA:

AWARDS & RECOGNITIONS:

PUBLIC HEARING:

- Public Hearing and Second Reading of Ordinance 724 to Consider a Variance Request at 4627 Atlanta Highway.
  Variance Report 4627 Atlanta Highway final.pdf
  Ordinance 724 TB 11 15 2024.pdf
  Letter of Intent 10-10-24_Rev1.pdf
  BSP002 10-10-24 Stream Buffer Variance Exhibit.pdf
- Public Hearing and First Reading of Ordinance 727 to Consider a Conditional Use Permit at 5540 Atlanta Highway for the operation of a micro-distillery.
  CUP Report 5540 Atlanta Highway Micro Distillery final.pdf
  Application.pdf
  Letter of Intent - CityFloweryBranch.pdf
  Ordinance 727 CUP for 5540 Atlanta Highway.pdf

UNFINISHED BUSINESS - WORK SESSION:

- Wastewater Reclamation Facility Update

NEW BUSINESS -WORK SESSION:

- Consider Master Services Agreement with ESG Engineering, Inc.
  Executive Summary - ESG Master Agreement.pdf
  2024 ESG Maaster Agreement with Flowery Branch.pdf
- Consider Construction Manager Contract with ESG Engineering, Inc.
  Executive Summary - Construction Management Contract ESG.pdf
  Task Order Flowery Branch WRF CM.pdf
- Consider Resolution 24-010 to authorize the City to Participate in an Amicus Brief Supporting the Reversal of the Chang v. City of Milton Decision
  Executive Summary - Chang v. Milton.pdf
  Resolution 24-010 Supporting Chang v. Milton.pdf
- Consider Resolution 24-011: To Become a Member of the Georgia Interlocal Risk Management Agency (GIRMA) and Participate in One or More of GIRMA's Funds.
  Executive Summary Resolution 24-011 GA Interlocal Risk Management Agency.pdf
  Resolution 24-011 GIRMA Ready for Signature.pdf

PTSD Quote Proposal - GMA GIRMA Fund C.pdf
OCGA Definition of First Responders.pdf
GIRMA Intergovernmental Contract.pdf

DEPARTMENT REPORTS:
a. City Manager Report
b. City Clerk Report
c. Department of Fun Report
d. Finance Department Report
e. Human Resources Report
f. Planning Department Report
g. Police Department Report
h. Public Works & Utilities Report
i. Attorney Report
j. Council Report

ADJOURNMENT WORK SESSION:

VOTING SESSION AGENDA

CALL VOTING SESSION TO ORDER:

PUBLIC COMMENTS:
Please limit to two minutes

CONSENT AGENDA:

- Consider 2025 City Council Meeting Dates
  Unofficial 2025 Governing Body Meeting Calendar.pdf
- Consider November 2024 Per Diem for Mayor Asbridge
  November 2024 Mayor Asbridge Per Diem.pdf
- Consider November 21, 2024 City Council Meeting Minutes
  Unofficial November 21, 2024 City Council Meeting Minutes.pdf

UNFINISHED BUSINESS - VOTING SESSION:

- Second Reading of Ordinance 724 to Consider a Variance Request at 4627 Atlanta Highway
  Variance Report 4627 Atlanta Highway final.pdf
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  CUP Report 5540 Atlanta Highway Micro Distillery final.pdf
  Application.pdf
  Letter of Intent - CityFloweryBranch.pdf
  Ordinance 727 CUP for 5540 Atlanta Highway.pdf

EXECUTIVE SESSION:

ADJOURNMENT:

If you have a disability or impairment and need special assistance please contact the City Clerk prior to the meeting at 770-967-6371 - Meeting agenda is subject to change

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Public Hearing and Second Reading of Ordinance 724 to Consider a Variance Request at 4627 Atlanta Highway.

COUNCIL MEETING DATE: December 5, 2024

HISTORY:

FACTS AND ISSUES:
The applicant is seeking to develop four office/warehouse buildings totaling 41,450 sq.ft., including associated parking and utilities, on a property limited in depth due to a state water creek adjacent to Atlanta Highway. To accommodate the necessary depth for warehousing and tractor trailer truck movement, the applicant is requesting encroachments into the Cityâ€™s 75-foot impervious setback and 50-foot undisturbed stream buffer, which are necessary to meet industry standards for the proposed buildings.

OPTIONS:

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:
No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:
Approval of Ordinance 724 with recommended conditions

SAMPLE MOTION:
I move to approve Ordinance 724 to Consider a Variance Request at 4627 Atlanta Highway with the following conditions:
1. The Land Disturbance Permit shall be substantially similar to the plan provided with the variance application including the limits of the encroachment into the impervious setback and the Cityâ€™s stream buffer.
2. The area of preservation shall be substantially similar to the area in size and location shown on the site plan provided with the Variance Application.
3. In the areas where disturbance occurs within the 50â€™ undisturbed buffer, the applicant shall provide a replanting plan using a native mixture of species of trees and shrubs. The plan shall be sealed by a Georgia registered Landscape Architect. The final plan shall be approved by the Community Development Director.
4. Prior to the issuance of Certificate of Occupancy, the owner shall provide the City an as-built survey of the development including the encroachment areas and preservation area.
a. The area of encroachment into the impervious setback shall not exceed 1,045 SF.

b. The area of encroachment into the 50-foot Undisturbed Stream Buffer shall not exceed 3,715 SF.
c. The area of undisturbed preservation shall be no less than 7,323 SF.

COLLABORATING DEPARTMENT:

DEPARTMENT: Planning

Prepared by: Shelia Cooper

ATTACHMENTS

- Variance Report 4627 Atlanta Highway final.pdf
- Ordinance 724 TB 11 15 2024.pdf
- Letter of Intent 10-10-24_Rev1.pdf
- BSP002 10-10-24 Stream Buffer Variance Exhibit.pdf

Memorandum

To: City of Flowery Branch, City Manager, and City Council

From: Chris McCrary, Community Development and Planning Director

Date: October 14th, 2024

Subject: Stream Buffer and Impervious Setback Encroachment Variance

Applicant: William Stark
5316 Railroad Avenue
Flowery Branch, GA 30542
770-231-3829

Existing Zoning: M – 1 – Manufacturing & Industrial Light

Location:

- 4627 Atlanta Highway; tax parcel identification number **08092 000008,**

Variance Request:

The applicant is seeking to develop four office/warehouse buildings totaling 41,450 sq.ft., including associated parking and utilities, on a property limited in depth due to a state water creek adjacent to Atlanta Highway. To accommodate the necessary depth for warehousing and tractor trailer truck movement, the applicant is requesting encroachments into the City's 75-foot impervious setback and 50-foot undisturbed stream buffer, which are necessary to meet industry standards for the proposed buildings.

Code Section:

Article 26. – Stream Buffer Protection:

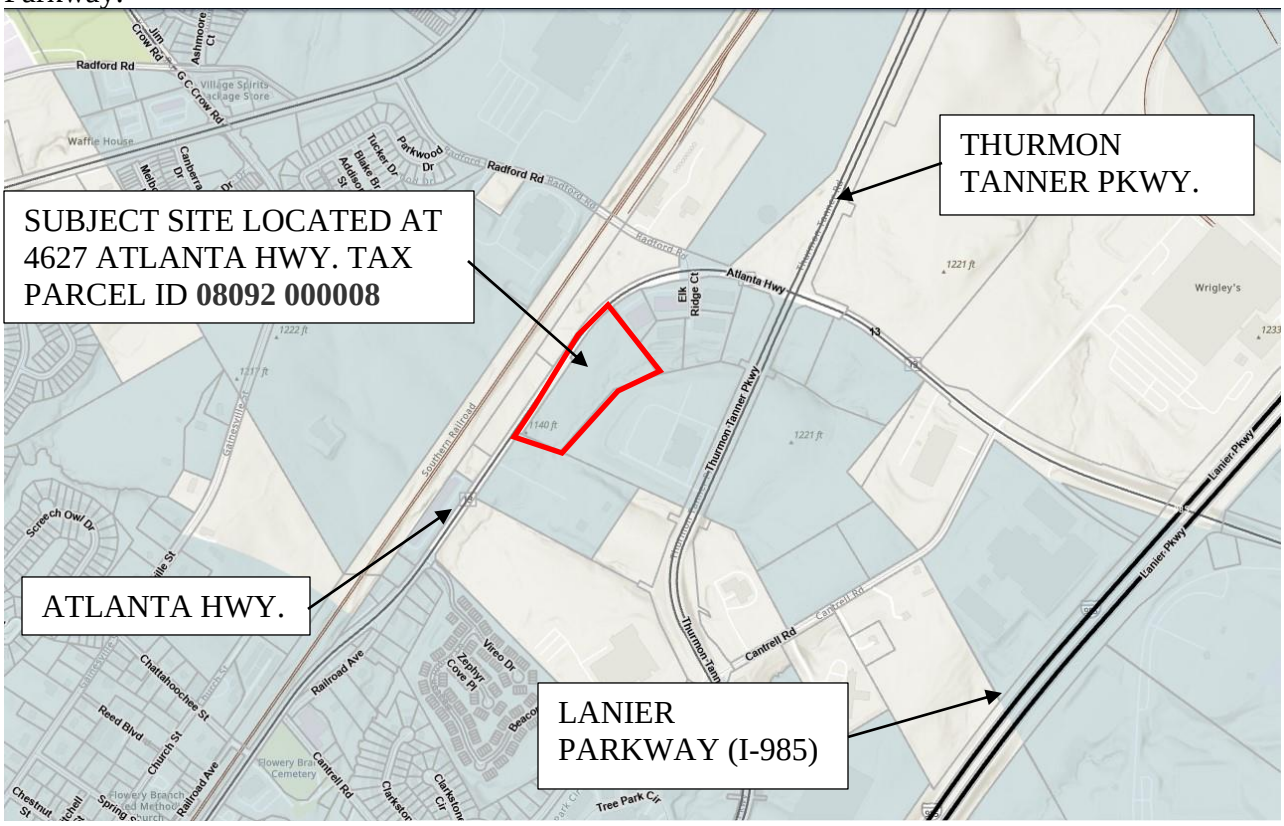
Section 26.7. – Buffer and Setback Requirements.

All land development activity subject to this ordinance shall meet the following requirements. Any land development activity within a buffer established in this Article or any impervious cover within a setback established in this Article is prohibited unless exempted, grandfather, or a variance is granted pursuant to this zoning ordinance.

a) Buffer. An undisturbed natural vegetative buffer shall be maintained for **50 feet**, measured horizontally, on both banks (as applicable) of the stream as measured from the top of the stream bank.
b) Additional setback. An additional setback shall be maintained for **25 feet** (*measured 75 feet from stream bank*), measured horizontally, beyond the undisturbed natural vegetative buffer, in which all impervious cover shall be prohibited. Grading, filling and earthmoving shall be minimized within the setback.

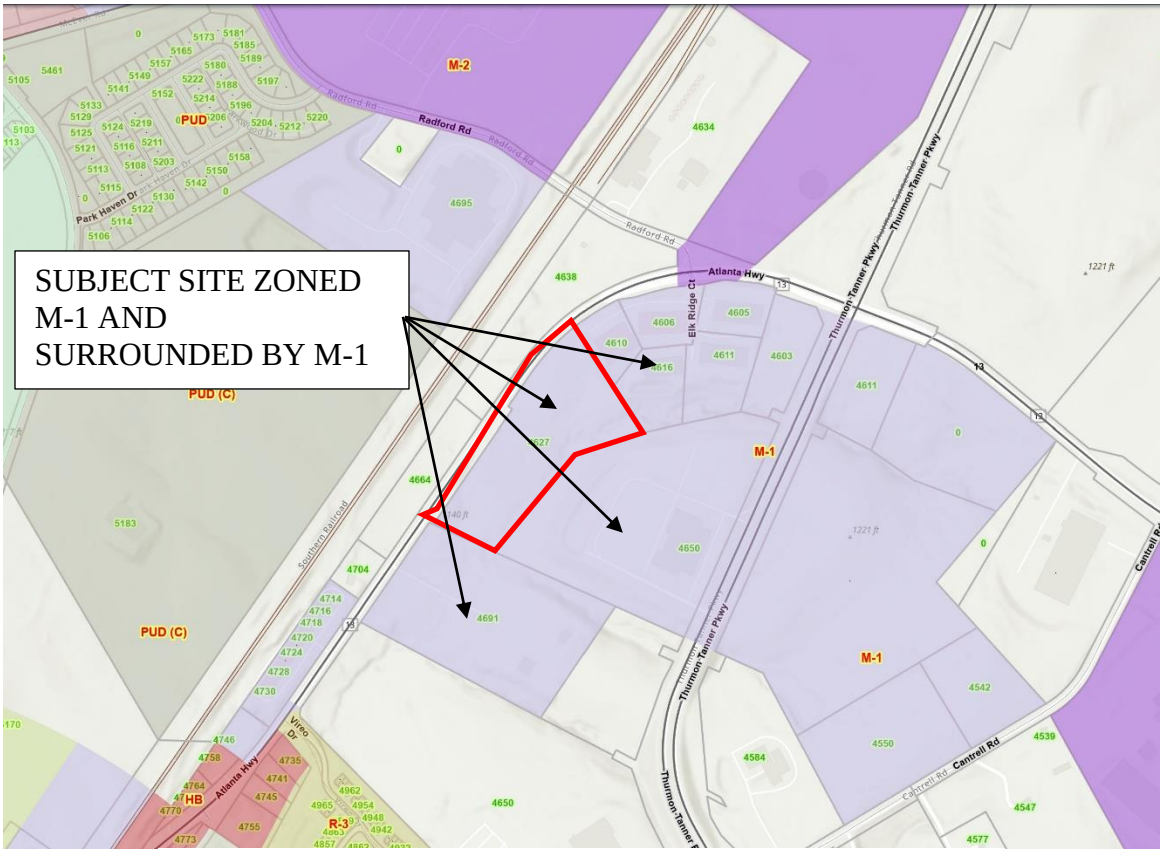
Location Map:

The subject site is located at 4627 Atlanta Highway near the intersection of Thurmon Tanner Parkway.



Zoning Map:

The subject property is zoned M-1 – Manufacturing & Industrial, Light. The surrounding properties are also zoned M-1.



Legend

Zoning Districts

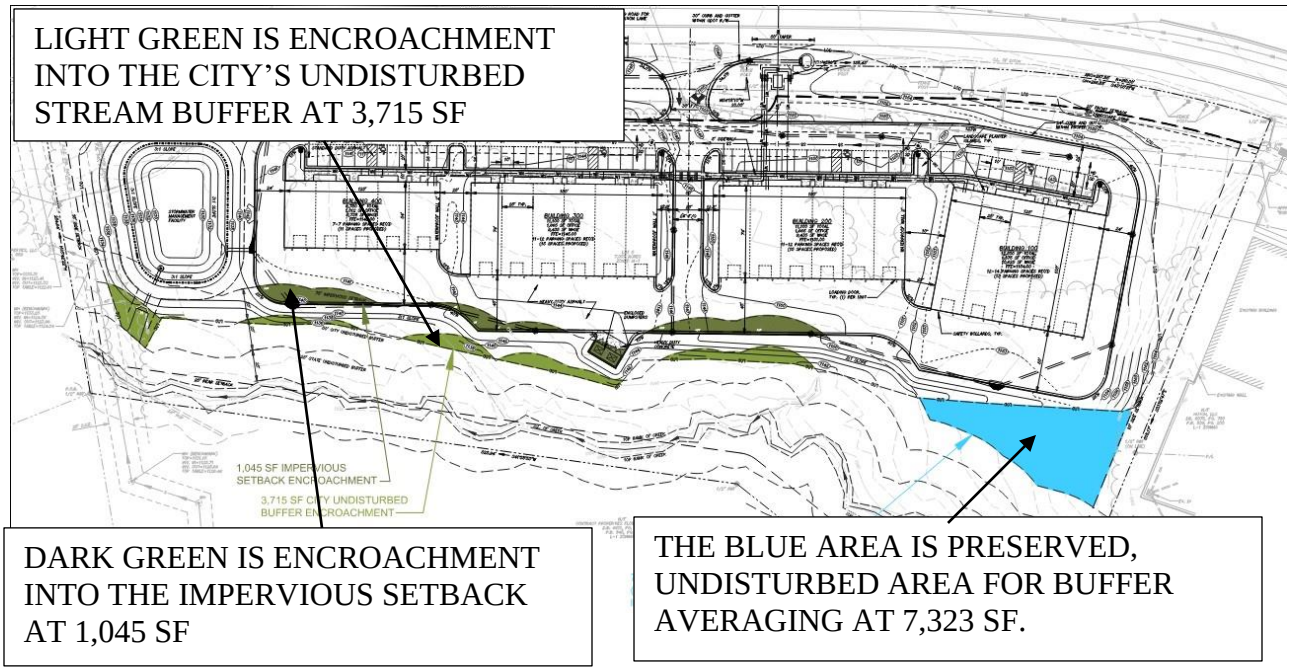
- Residential Low Density (R-1)
- Residential Moderate Density (R-2)
- Residential Multi-family (R-3)
- Traditional Neighborhood Development (TND)
- Planned Unit Development (PUD)
- Manufactured Home Park (MHP)
- Central Business District (CBD)
- Neighborhood Shopping (NS)
- Highway Business (HB)
- Institutional (INST)
- Manufacturing & Industrial, Light (M-1)
- Manufacturing & Industrial, Heavy (M-2)
- Agriculture (A)

Historic Districts

- Local Historic District

Site Plan:

The applicant's engineer provided a site plan that is color coded showing the areas of the stream buffer and impervious setback encroachment. A full-size site plan / encroachment plan will be available for better review.



Buffer Averaging

Buffer averaging is a critical concept in environmental management, particularly in the context of managing stormwater runoff. This approach acknowledges the importance of maintaining a balance between developed areas that may encroach upon natural buffers and the need to preserve adequate natural areas that can effectively treat stormwater.

In this particular case, the engineer has determined that an encroachment of 4,760 square feet (SF) into an impervious setback and undisturbed buffer can be mitigated through the preservation of 7,323 SF of natural area. This is a positive outcome because the area being preserved exceeds the amount of area being disturbed. By preserving a larger area, the project can enhance its overall ecological integrity and stormwater management capabilities.

The preserved area serves multiple purposes:

1. **Stormwater Treatment**: The additional preserved area provides a larger surface for infiltration, absorption, and filtration of stormwater, which will ultimately reduce runoff into the creek.

2. **Habitat Preservation**: By preserving more land than what is being disturbed, the project can maintain or even enhance local biodiversity and provide habitat for various species.

3. **Buffer Functionality**: The preserved buffer can help filter pollutants from stormwater before they reach the creek, acting as a natural barrier against contaminants.

4. **Erosion Control**: The natural vegetation in the preserved area can help stabilize soil and reduce erosion, further contributing to water quality.

5. **Aesthetic Value**: A larger preserved natural area can provide aesthetic benefits to the site as opposed to a clear-cut site with no preservation.

In summary, the approach taken by the engineer to preserve more area than is disturbed, demonstrates a commitment to effective stormwater management while also complying with environmental regulations and promoting ecological sustainability. This strategy not only mitigates the direct impacts of encroachment but also enhances the overall functioning of the watershed and surrounding ecosystem.

Flowery Branch Code Section 26.13 – Variances

Variances to the provisions of this Article may be filed and shall be processed in accordance with the requirements of Article 37 of this zoning ordinance. All variance applications must include information identified by the "Stream Buffer Variance" application form as provided by the Zoning Administrator. Variances will be considered only in the following cases:

a) When a property's shape, topography or other physical conditions existing at the time of the adoption of this ordinance prevents land development unless a buffer variance is granted.
b) Unusual circumstances when strict adherence to the minimal buffer requirements in the ordinance would create an extreme hardship.

Variances will not be considered when actions of any property owner of a given property have created conditions of a hardship on that property. The following factors will be considered in determining whether to issue a stream buffer variance:

a) The shape, size, topography, slope, soils, vegetation and other physical characteristics of the property.

The parcel shape and topography create challenges to development of an office / warehouse buildings. The property is wide parallel to Atlanta Highway but is limited in depth. The stream runs parallel to Atlanta Highway and limits the depth. The topography drops from the street to the back of the property.

b) The locations of all streams on the property, including along property boundaries.

The applicant's engineer provided a drawing clearly showing the stream on the property including along property boundaries.

c) The location and extent of the proposed buffer or setback intrusion.

The applicant's engineer provided a drawing clearly showing the stream buffers and encroachments into the impervious setback and stream buffer.

d) Whether alternative designs are possible which require less intrusion or no intrusion.

An alternative design would be a challenge due to the limited depth of the parcel due to the need to move tractor trailers to the back of the buildings where the delivery roll up doors are located.

e) The long-term and construction water-quality impacts of the proposed variance.

The land development civil engineering plans are required to provide stormwater detention and water-quality measure per the existing development regulations. The engineer also provided buffer averaging to help mitigate the encroachment with preserved, undisturbed portions on the property.

f) Whether issuance of the variance is at least as protective of natural resources and the environment.

Preservation of an undisturbed area outside of the impervious setback and stream buffers larger than the area of encroachment mitigates the stormwater runoff in the encroachment area and provides protection of natural resources and the environment.

Recommendation:
Staff recommends the **APPROVAL** of the proposed variance application for the encroachment into the required impervious setback and the City's undisturbed stream buffer per Code Section 26.7 with the following conditions:

1. The Land Disturbance Permit shall be substantially similar to the plan provided with the variance application including the limits of the encroachment into the impervious setback and the City's stream buffer.
2. The area of preservation shall be substantially similar to the area in size and location shown on the site plan provided with the Variance Application.
3. In the areas where disturbance occurs within the 50' undisturbed buffer, the applicant shall provide a replanting plan using a native mixture of species of trees and shrubs. The plan shall be sealed by a Georgia registered Landscape Architect. The final plan shall be approved by the Community Development Director.
4. Prior to the issuance of Certificate of Occupancy, the owner shall provide the City an as-built survey of the development including the encroachment areas and preservation area.
    a. The area of encroachment into the impervious setback shall not exceed 1,045 SF.
    b. The area of encroachment into the 50-foot Undisturbed Stream Buffer shall not exceed 3,715 SF.
    c. The area of undisturbed preservation shall be no less than 7,323 SF.

Public Hearing Published	10/9/2024	First Reading	11/21/2024
Public Hearing	11/21/2024	Propose Second Read	12/5/2024

ORDINANCE 724

4627 Atlanta Highway Variance Request

AN ORDINANCE GRANTING A VARIANCE FROM THE REQUIREMENTS SET FORTH IN THE CITY OF FLOWERY BRANCH ZONING ORDINANCE Article 26, Section 26.7, Stream Buffer Protection: Buffer and Setback Requirements, 4627 Atlanta Highway, TAX PARCEL IDENTIFICATION NO. 08092 000008, OWNED BY West Avenue Partners Group, LLC; AS SHOWN ON EXHIBIT "A", DESCRIBED ON EXHIBIT "B", AND SUBJECT TO THE CONDITIONS SET FORTH IN EXHIBIT "C"; PROVIDING FOR SEVERABILITY; REPEALING CONFLICTING ORDINANCES; PROVIDING FOR AN EFFECTIVE DATE; AND FOR ALL OTHER LAWFUL PURPOSES.

WHEREAS, William Stark, agent for owner has submitted a written and signed application to the City of Flowery Branch, Georgia requesting a specific variance for property located at 4627 Atlanta Highway; and

WHEREAS, a survey and complete description of the property subject to the requested variance is included in the application; and

WHEREAS, the City Council of the City of Flowery Branch, Georgia held a public hearing on 11/212024, to consider the application, which was duly noticed as prescribed by law and published in the Gainesville Times, as shall be set forth in the minutes of said meeting; and

WHEREAS, the City Council of the City of Flowery Branch, Georgia has considered the subject variance application of William Stark, agent for owner in conjunction with the standards set forth in Article 26, Section 26.7 Stream Buffer Protection: Buffer and Setback Requirements of the Zoning Ordinance.

NOW THEREFORE, THE COUNCIL OF THE CITY OF FLOWERY BRANCH HEREBY ORDAINS AS FOLLOWS:

SECTION 1. FINDINGS:

The City Council finds that the proposed variance from the City of Flowery Branch Zoning Ordinance Article 26, Section 26.7 is consistent with the adopted standards for governing the exercise of the zoning power consistent with O.C.G.A. § 36-66-5 and requirements of Article 37, Section 37.5 of the City of Flowery Branch Zoning Ordinance as identified below.

Sec. 37.5. Criteria for Granting Variances.

Any applicant requesting consideration of a variance to any provision of the zoning ordinance shall provide a written justification that one or more of the following condition(s) exist. The City Council shall not approve a variance application unless it shall have adopted findings that one or more of the following conditions exist:

(a) There are extraordinary and exceptional conditions or practical difficulties pertaining to the particular piece of property in question because of its size, shape or topography that are not applicable to other lands or structures in the same district;

(b) A literal interpretation of the provisions of this ordinance would effectively deprive the applicant of rights commonly enjoyed by other properties of the district in which the property is located;

(c) Granting the variance requested will not confer upon the property of the applicant any special privileges that are denied to other properties of the district in which the applicant's property is located;

(d) The requested variance will be in harmony with the purpose and intent of this ordinance and will not be injurious to the neighborhood or to the general welfare;

(e) The special circumstances are not the result of the actions of the applicant;

(f) The variances requested are the minimum variances that will make possible the proposed use of the land, building, or structure in the use district proposed; and

(g) The variance shall not permit a use of land, buildings or structures, which is not permitted by right in the zoning district or overlay district involved.

SECTION 2. LEGAL DESCRIPTION, VARIANCES GRANTED AND CONDITIONS IMPOSED:

The properties as shown in attached Exhibit "A" and as legally described in Exhibit "B" shall be granted the following variance from the requirements set forth in the Flowery Branch Zoning Ordinance Article 26, Section 26.7 Stream Buffer Protection: Buffer and Setback Requirements:

All land development activity subject to this ordinance shall meet the following requirements. Any land development activity within a buffer established in this Article or any impervious cover within a setback established in this Article is prohibited unless exempted, grandfather, or a variance is granted pursuant to this zoning ordinance.

(a) Buffer. An undisturbed natural vegetative buffer shall be maintained for 50 feet, measured horizontally, on both banks (as applicable) of the stream as measured from the top of the stream bank.

(b) Additional setback. An additional setback shall be maintained for 25 feet, measured horizontally, beyond the undisturbed natural vegetative buffer, in which all impervious cover shall be prohibited. Grading, filling and earthmoving shall be minimized within the setback.

Conditions set forth in Exhibit "C" are imposed on said property. Said Exhibits are incorporated by reference as if fully set forth herein.

SECTION 3. SEVERABILITY.

Should any section or provision of this Ordinance be declared invalid or unconstitutional by any court of competent jurisdiction, such declaration shall not affect the validity of this Ordinance as a whole or any part thereof which is not specifically declared to be invalid or unconstitutional.

Public Hearing Published	10/9/2024	First Reading	11/21/2024
Public Hearing	11/21/2024	Propose Second Read	12/5/2024

SECTION 4. EFFECTIVE DATE.

The effective date of this Ordinance shall be upon adoption by the City Council of the City of Flowery Branch, Georgia.

SECTION 5. REPEALER.

All ordinances and parts of ordinances in conflict herewith are hereby repealed to the extent of the conflict.

Adopted this 5th day of December 2024.

_____
Edward R. Asbridge, Mayor

ATTEST:

_____
Shelia R. Cooper, City Clerk

APPROVED AS TO FORM:

_____
Ted C. Baggett, City Attorney

Exhibit “A”

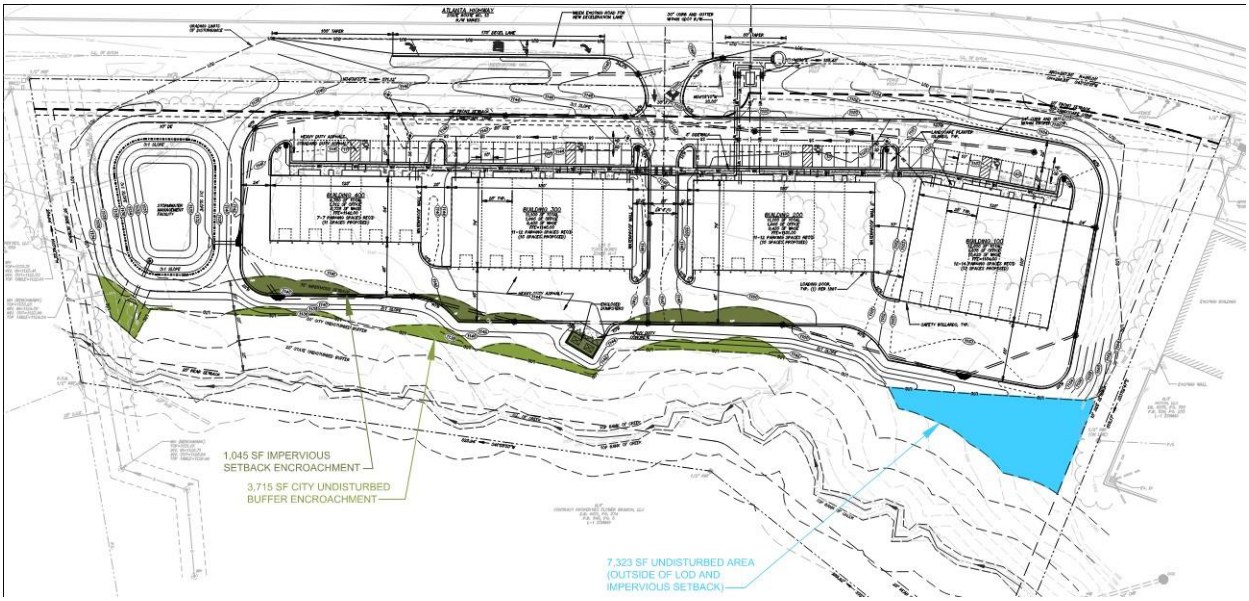

1,045 SF IMPERVIOUS SETBACK ENCROACHMENT
3,715 SF CITY UNDISTURBED BUFFER ENCROACHMENT
7,323 SF UNDISTURBED AREA (OUTSIDE OF LOD AND IMPERVIOUS SETBACK)

Exhibit "B"

Legal Description

All that tract or parcel of land lying and being in Land Lot 98, 8th Land District, Hall County, Georgia, being Lot 5 as shown on a survey for South Hall Business Park, dated September 20, 2001, last revised October 3, 2001, prepared by Rochester & Associates, Inc., Georgia Registered Land Surveyors and recorded in Plat Slide 805, page 105A of the Hall County, Georgia Plat Records, last revised at Plat Book 845, page 3 of the Hall County, Georgia Plat Records. Said plat and the record thereof are incorporated by reference for a more complete description of said property.

Exhibit "C"

1. The Land Disturbance Permit shall be substantially similar to the plan provided with the variance application including the limits of the encroachment into the impervious setback and the City's stream buffer.
2. The area of preservation shall be substantially similar to the area in size and location shown on the site plan provided with the Variance Application.
3. In the areas where disturbance occurs within the 50' undisturbed buffer, the applicant shall provide a replanting plan using a native mixture of species of trees and shrubs. The plan shall be sealed by a Georgia registered Landscape Architect. The final plan shall be approved by the Community Development Director.
4. Prior to the issuance of Certificate of Occupancy, the owner shall provide the City an as built survey of the development including the encroachment areas and preservation area.
    a. The area of encroachment into the impervious setback shall not exceed 1,045 SF.
    b. The area of encroachment into the 50-foot Undisturbed Stream Buffer shall not exceed 3,715 SF.
    c. The area of undisturbed preservation shall be no less than 7,323 SF.

DOVETAIL
civildesigninc

October 10, 2024

City of Flowery Branch
Community Development Department
5512 Main Street
Flowery Branch, GA 30542

Re: Letter of Intent for Stream Buffer Variance Application
South Hall Business Park
DCD Project BSP002

The purpose of this letter is to request a variance for a stream buffer encroachment (Flowery Branch Zoning Ordinance Article 26, 26.7). The proposed development is located at 4627 Atlanta Hwy (Parcel #08092 000008) and will consist of 41,450 SF office/warehouse space, associated parking, onsite utilities and stormwater management. If approved, the variance will allow encroachments into the 75' impervious setback and the 50' city undisturbed buffer for the stream located onsite.

The total impervious setback encroachment is 1,045 SF, and the total city undisturbed buffer encroachment is 3,715 SF. These are shown in green on the attached exhibit. We are proposing a 7,323 SF mitigation area to balance the average buffer which is shown in blue on the attached exhibit. This area is located outside of the limits of disturbance (LOD) and the impervious setback that will remain undisturbed. All impervious surfaces onsite will be collected and piped to the proposed stormwater pond for water quality treatment and peak flow detention. This replicates the primary purpose of the local stream buffer and impervious setback while allowing minor encroachments due to the hardships imposed from the shape of the lot and topographical challenges.

Regards,

Jesse Partridge
Design Engineer
Dovetail Civil Design, Inc.

1,045 SF IMPERVIOUS SETBACK ENCROACHMENT

3,715 SF CITY UNDISTURBED BUFFER ENCROACHMENT

7,323 SF UNDISTURBED AREA (OUTSIDE OF LOD AND IMPERVIOUS SETBACK)

REFERENCES:
1. WARRANTY DEED FOR WEST AVENUE PROPERTIES, G.P. RECORDED IN DEED BOOK 9174, PAGES 658-659 HALL COUNTY RECORDS.
2. SURVEY FOR SOUTH HALL BUSINESS PARK RECORDED IN PLAT BOOK 845, PAGE 3 HALL COUNTY RECORDS

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Public Hearing and First Reading of Ordinance 727 to Consider a Conditional Use Permit at 5540 Atlanta Highway for the operation of a micro-distillery.

COUNCIL MEETING DATE: December 5, 2024

HISTORY:

FACTS AND ISSUES:
The applicant is seeking the approval of a Conditional Use Permit for the operation of a micro-distillery within the existing building located at 5540 Atlanta Highway. The building is ~38,000 square feet and the applicant intends to occupy ~12,000 square feet of the building for the use of a micro-distillery. The applicant proposes an area within the distillery for operational observation, sample tasting, and retail sales within a space of ~1,250 square feet.

OPTIONS:

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:
No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:
Approval of Ordinance 727 with staff recommended conditions

SAMPLE MOTION:
I make a motion to approve Ordinance 727 with the following conditions:
1. The Conditional Use Permit is issued to Remedy Distillery, LLC and should the occupant vacate the building, the Conditional Use Permit expires.
2. Adequate parking spaces shall be provided to support the current uses and the proposed micro-distillery. The applicant shall provide a breakdown of uses existing and proposed to calculate the minimal parking demands. If needed for confirmation, the applicant shall provide the Director of Planning and Community Development Director with a current survey of the property showing all stripped parking spaces.
3. Entrance to the distillery shall meet all accessibility requirements per ADA standards.
4. The approval of the Conditional Use Permit does not provide approval of variances to Federal, State, or Local codes and regulations.
5. The applicant must ensure that proper fire lanes, emergency access routes, and safety measures are in place in accordance with local fire codes and regulations.

COLLABORATING DEPARTMENT:

DEPARTMENT: Planning

Prepared by: Shelia Cooper

ATTACHMENTS

- CUP Report 5540 Atlanta Highway Micro Distillery final.pdf
- Application.pdf
- Letter of Intent - CityFloweryBranch.pdf
- Ordinance 727 CUP for 5540 Atlanta Highway.pdf

Memorandum

To: City of Flowery Branch, City Manager, and City Council

From: Chris McCrary, Planning and Community Development Director

Date: December 5, 2024

Subject: Conditional Use Permit

Applicant: R. Keith Speed / Remedy Distillery, LLC
989 Old Thompson Mill Road
Winder, GA 30680
404-925-2400

Existing Zoning: HB – Highway Business

Location:

- 5540 Atlanta Highway; tax parcel identification number **08117 005002**

Conditional Use Permit (CUP) Request:

The applicant is seeking the approval of a Conditional Use Permit for the operation of a micro-distillery within the existing building located at 5540 Atlanta Highway. The building is ~38,000 square feet and the applicant intends to occupy ~12,000 square feet of the building for the use of a micro-distillery. The applicant proposes an area within the distillery for operational observation, sample tasting, and retail sales within a space of ~1,250 square feet. The applicant submitted a **Letter of Intent** that provides details of the business operation.

Code Section:

Table 9.1 – Permitted and Conditional Uses in Nonresidential Zoning Districts

Properties located within the boundaries of the downtown overlay district with the underlying zoning of HB are hereby permitted to operate micro-breweries and micro-distilleries subject to the granting of a conditional use permit under the terms and conditions of Article 34 and compliance with any and all applicable state and local alcoholic beverage licensing requirements. The following changes to Table 9.1 are hereby made to reflect this potential additional use:

Use	O-P	INST	NS	HB	CBD	M-1	M-2
Micro-brewery	X	X	X	X[1]	C	X	X
Micro-distillery	X	X	X	X[1]	C	X	X

1 HB zoned properties located within the downtown overlay district may operate micro-breweries or micro-distilleries subject to the granting of a Conditional Use Permit.

Table 21.3 – Minimum and Maximum Number of Off-Street Parking Spaces Required

Use	Minimum Parking Required	Maximum Parking Permitted
Retail store	One per 275 square feet	One per 250 square feet
Warehouse	One per 2,000 square feet	One per 1,500 square feet

The total area to be used for the micro-distillery is 12,000 square feet. The use breakdown will be 10,750 square feet for the storage / distillery use and 1,250 square feet for the retail area.

Warehouse: 10,750 / 2,000 = 6 parking spaces minimum and 10,750 / 1,500 = 8 parking spaces maximum

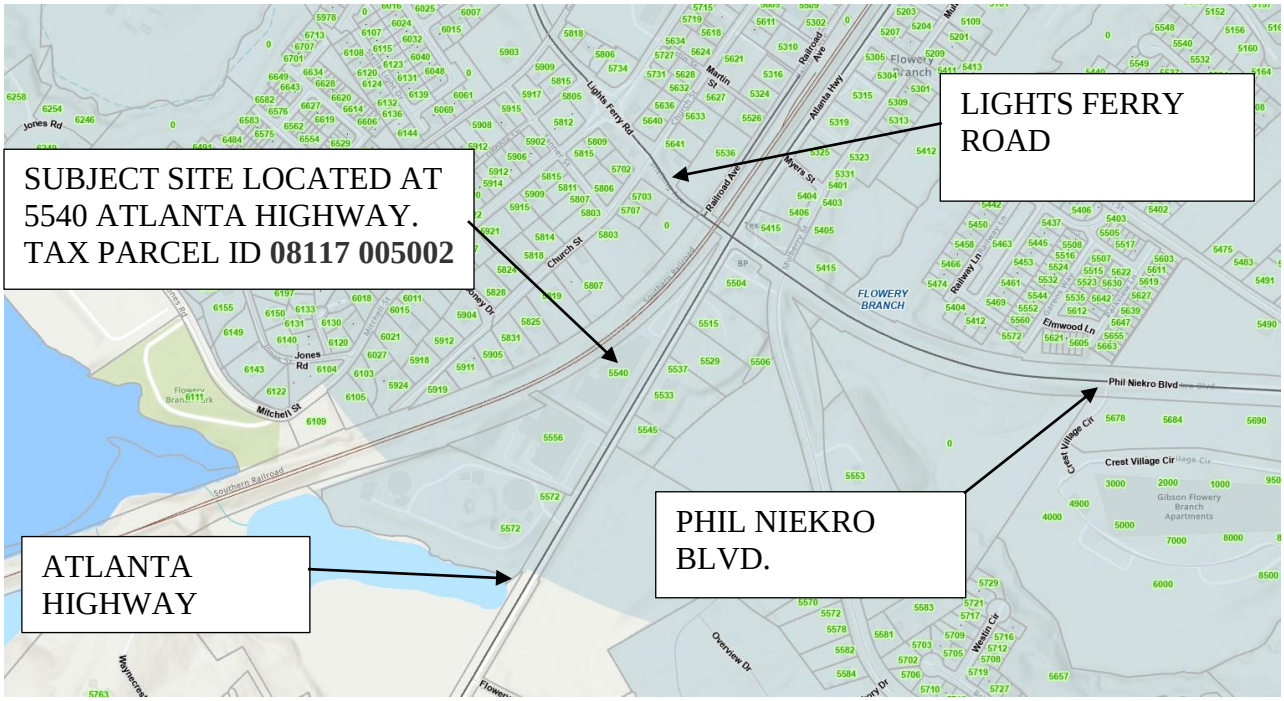
Retail: 1,250 / 275 = 5 parking spaces minimum and 1,250 / 250 = 5 parking spaces maximum

A total of 11 parking spaces minimum and 13 parking spaces maximum.

Prior to the issuance of subsequent permits, the applicant will need to provide an overall use breakdown for the entire 38,000 square foot building area to confirm the existing parking is sufficient for the current uses as well as the micro-distillery. The applicant may need to provide a current survey of the site to confirm the number of existing parking spaces.

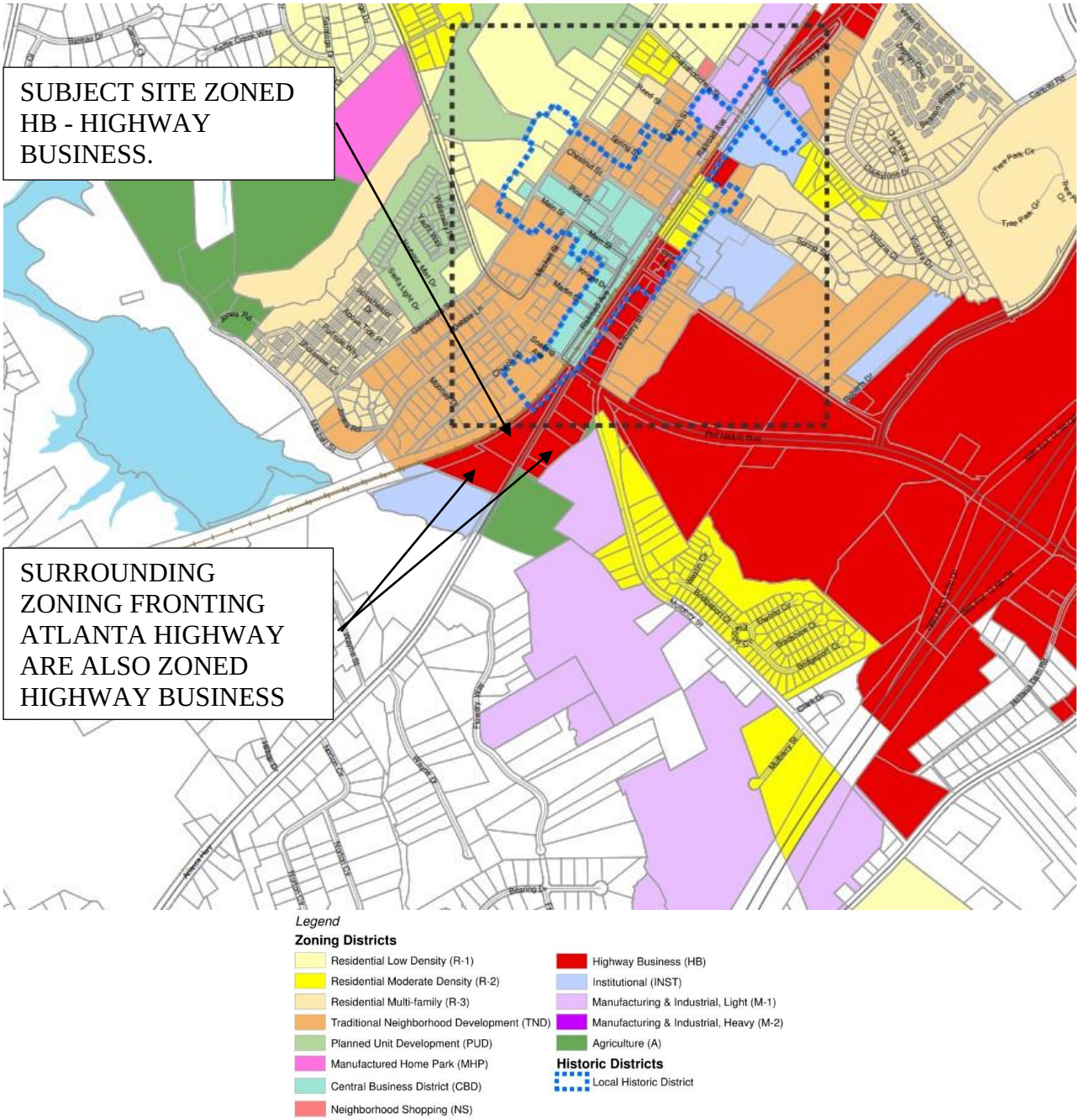
Location Map:

The subject site is located at 5540 Atlanta Highway near the intersection of Lights Ferry Road.



Zoning Map:

The subject property is zoned HB – Highway Business. The surrounding properties are also zoned HB.



Aireal Plan:

Existing building is a multi-tenant building with the applicant proposing to occupy +/- 12,000 sq.ft. of a +/- 38,000 sq.ft. building.
5807
5819
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5515
5529
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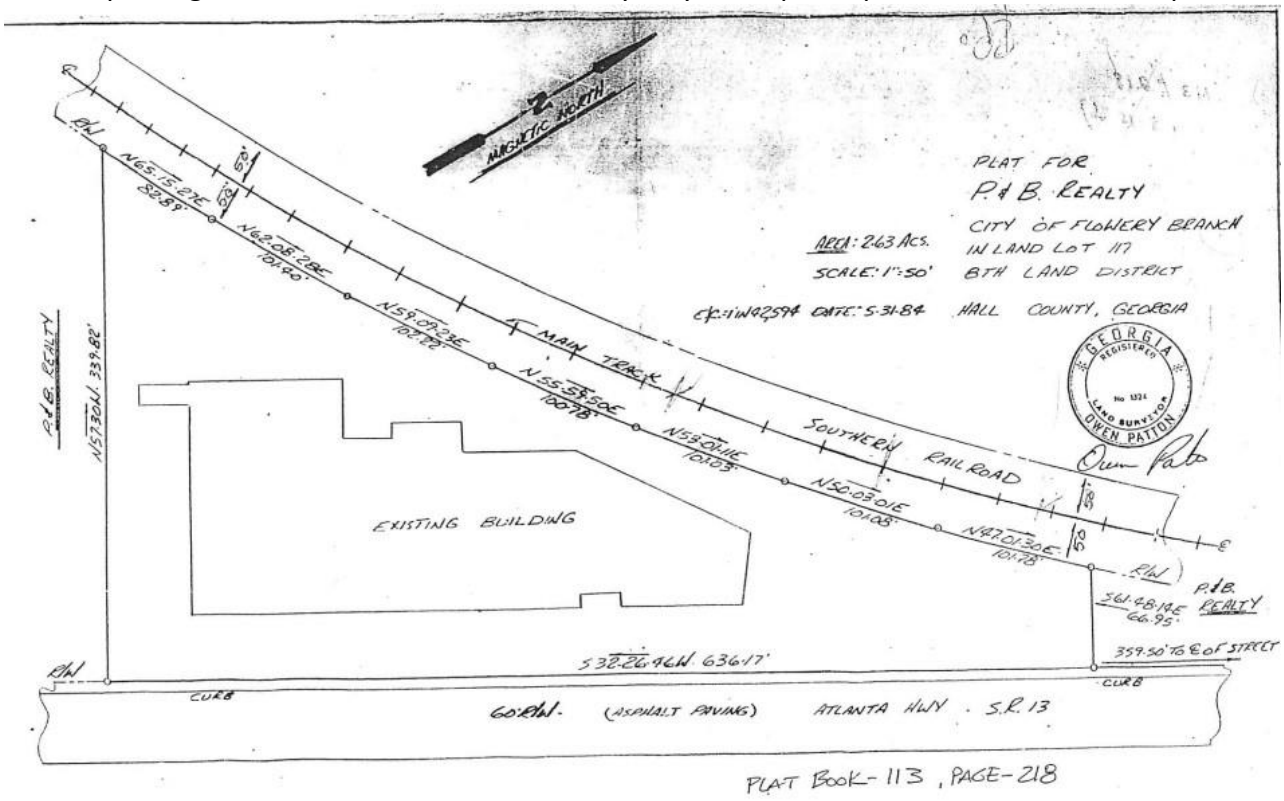
5533
5545
5506
Atlanta Hwy
FLOWERY BRANCH

Survey:

The survey provided with the CUP application shows the building relative to the property line but not the parking locations. A more current survey may be required prior to the issuance of permits.



Street View from Atlanta Highway:

Applications to amend the official zoning map and applications or conditional uses shall provide a written analysis comparing the proposed action with the criteria in this Section. A zoning map amendment or conditional use application may be justified only if it bears a reasonable relationship to the public health, safety, morality, or general welfare, and after consideration of the analysis requirements which may in individual cases be considered criteria relevant to Zoning Administrator in making recommendations and by the City Council in the decision-making process.

a) *Whether the proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.*
The development of a distillery adjacent and nearby other commercial developments is reasonable.

b) *Whether the proposal will adversely affect the existing use or usability of adjacent or nearby property.*
The proposed use will not adversely affect the existing use or usability of adjacent or nearby property.

c) *Whether the property to be affected by the proposal can be used in accordance with the existing regulations and has reasonable economic use as currently zoned.*
The building is only partially occupied. Allowing the CUP would help the building be more economically viable.

d) *Whether the proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.*
The proposed use will not result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.

e) *Whether the proposal is in conformity with the policy and intent of the comprehensive plan including but not limited to the character area map and future land use plan map.*
The proposed micro-distillery would be in conformity with the policy and intent of the comprehensive plan.

f) *Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the proposal.*
There are no other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the proposal.

g) *Existing use(s) and zoning of the subject property and nearby properties.*
The micro-distillery will be in harmony with nearby commercial uses.

h) *Existing value of the property under the existing zoning district classification, the extent to which the property value of the subject property is diminished by the existing zoning district, and the value of the property under the proposed zoning district; if such information is provided by the applicant or can be discerned. This consideration may include the length of time the property has been vacant or unused as currently zoned and efforts taken by the property owner(s) to use the property or sell the property under the existing zoning district classification.*
The applicant did not provide data indicating the change to property value. The applicant did not provide the length of time that the building area has been vacant.

i) *Whether a proposed zoning map amendment or conditional use approval will be a deterrent to the value or improvement of development of adjacent property in accordance with existing regulations.*
The proposed use should have no impact on the value or improvement of development of adjacent property.

j) *The possible creation of an isolated zoning district unrelated to adjacent and nearby districts.*
The subject site and surrounding zonings are HB and not isolated.

k) *Possible effects of the change in zoning district map, or change in use, on the character of a zoning district.*
The proposed use should have no negative effects on the character of the area.

l) *The possible impact on the environment, including but not limited to, drainage, soil erosion and sedimentation, flooding, air quality and water quality.*
The applicant is not proposing any exterior improvements that would have any impact on the environment.

m) *The relation that the proposed map amendment or conditional use bears to the purpose of the overall zoning scheme and the purposes of this Zoning Ordinance*.
The proposed CUP will have no impact on the purpose of the overall zoning scheme and the purposes of this Zoning Ordinance.

Staff Recommendation for Conditional Use Permit (CUP)

Recommendation:
Staff recommends **approval** of the proposed **Conditional Use Permit (CUP)** for the operation of a micro-distillery located within the existing building at 5540 Atlanta Highway with the following conditions:

Conditions of Approval:

1. The Conditional Use Permit is issued to Remedy Distillery, LLC and should the occupant vacate the building, the Conditional Use Permit expires.
2. Adequate parking spaces shall be provided to support the current uses and the proposed micro-distillery. The applicant shall provide a breakdown of uses existing and proposed to calculate the minimal parking demands. If needed for confirmation, the applicant shall provide the Director of Planning and Community Development Director with a current survey of the property showing all stripped parking spaces.
3. Entrance to the distillery shall meet all accessibility requirements per ADA standards.
4. The approval of the Conditional Use Permit does not provide approval of variances to Federal, State, or Local codes and regulations.
5. The applicant must ensure that proper fire lanes, emergency access routes, and safety measures are in place in accordance with local fire codes and regulations.

Conclusion:
Staff finds that the proposed CUP for the micro-distillery is consistent with the city's growth and development goals and will provide positive economic impacts while mitigating potential negative effects through the recommended conditions.

FLOWERY BRANCH

CONDITIONAL USE PERMIT APPLICATION

City Provided Permit #	

Date: Oct. 24, 2024

Address of Request: 5540 Atlanta Hwy Flowery Branch, GA 30542

Tax Map # _____ Current Zoning: HB

Is this site located within the boundaries of the historic district? _____

Currently a conforming use? _____

Any conditions of zoning, CUP's, etc.? _____

Applicant Information

Applicant: R. Keith Speed / Remedy Distillery, LLC

Address: 989 Old Thompson Mill Rd! Winder, GA 30680

E-mail address: kspeed@remedydistillery.com

Phone number: c. 404-925-2460

Signature: R. Keith Speed

Notary Seal:

DANIELLE M NASH
NOTARY PUBLIC
Hall County
State of Georgia
My Comm. Expires February 20, 2028

FLOWERY BRANCH
Always Blooming

Property owner Information

Property owner (please print): John Bailey

Address: 5540 Atlanta Hwy.
Flowery Branch, GA. 30542

E-mail address: johnbaileyBG@Gmail.com

Phone number: 770-652-5398

Signature: John Bailey

Notary Seal:

DANIELLE M NASH
NOTARY PUBLIC
Hall County
State of Georgia
My Comm. Expires February 20, 2028

Applicant Information Required at Time of Submittal

Please review the Flowery Branch Code of Ordinances, Appendix C, "Zoning Ordinance", Article 34, for complete requirements.

- Legal description – one hard copy and on a flash drive
- Current survey of property – one hard copy and on a flash drive
- Site plan – one hard copy and on a flash drive
- Site plan shall meet the requirements of the Flowery Branch Code of Ordinances; Appendix C, "Zoning Ordinance", Article 34 sections 34.5
- Detailed description of request
- Development statistics per the Flowery Branch Code of Ordinances; Appendix C, "Zoning Ordinance", Article 34 sections 34.6
- Analysis requirements per the Flowery Branch Code of Ordinances; Appendix C, "Zoning Ordinance", Article 34 sections 34.7
- Conflict of interest disclosure (attached)
- Disclosure of campaign contributions (attached)

FLOWERY BRANCH

Conflict of Interest Disclosure

Identify all members of the City Council of the City of Flowery Branch and Employees of the City of Flowery Branch Community Development Department who

Have a property interest in the real property affected by this request

None

Have a financial interest (direct ownership interest) of the total assets or capital stock of a business entity where such ownership interest is more than 10% in any business entity which has a property interest in the real property affected by this request

None

Have a member of the family (spouse, mother, father, brother, sister, son or daughter) having a property financial interest as herein defined, in the real property affected by this request

None

Disclosure of Campaign Contributions

List below the names of local government officials of the City of Flowery Branch to whom campaign contributions were made, within two (2) years immediately preceding the filing of this application, which campaign contributions total $250.00 or more or to whom gifts were made having a total value of $250.00 or more.

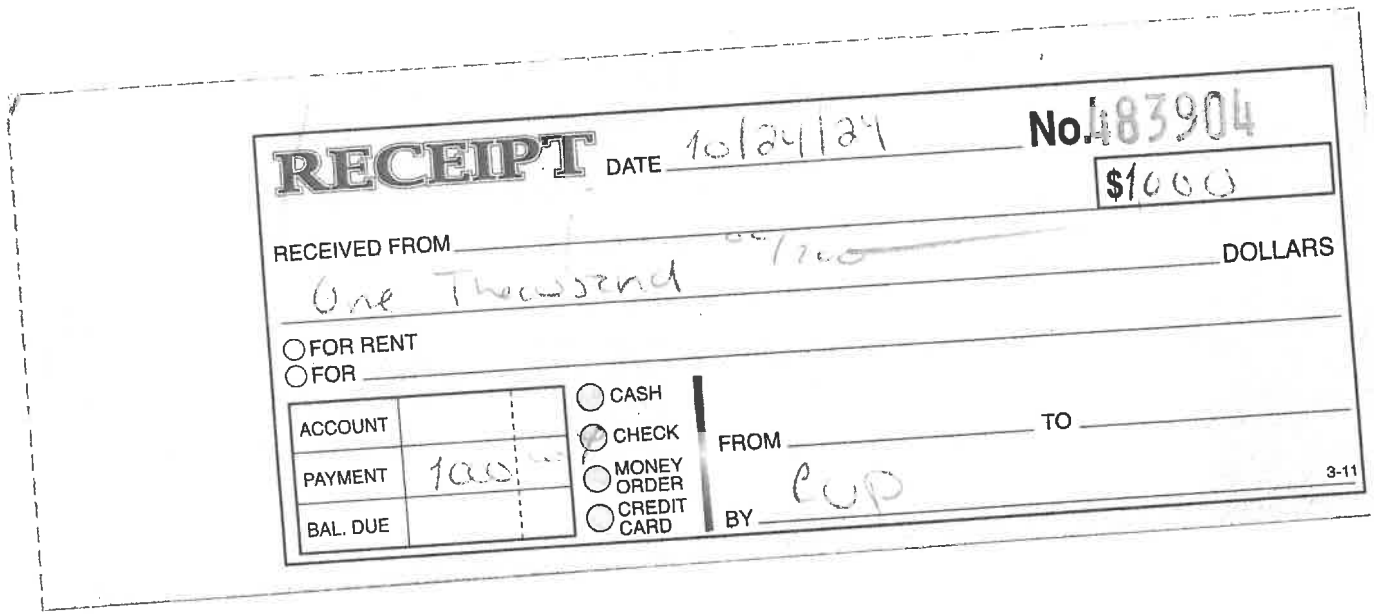
Elected Officials Name	Amount of Description of Gift
NA	0
NA	0

FLOWERY BRANCH

Received by City of Flowery Branch Staff on 10/24/24 DN

Name: Dani M. Nash

Title Admin. Coordinator



RECEIPT

DATE 10/24/24

No. 483904

$1000

RECEIVED FROM

One Thousand "/100

DOLLARS

○ FOR RENT
○ FOR

ACCOUNT	
PAYMENT	1000
BAL. DUE	

○ CASH
● CHECK
○ MONEY ORDER
○ CREDIT CARD

FROM

TO

BY PUP

3-11

Letter of intent

Remedy Distillery, LLC
R. Keith Speed
989 Old Thompson Mill Rd
Winder, GA 30680

Dear Mayor and City Council of Flowery Branch;

My name is Keith Speed. I own Remedy Distillery, currently located in Gainesville. It is my intent to move Remedy Distillery from Gainesville to the City of Flowery Branch. At the distillery, we bring in barrels of bourbon and some barrels of whiskey and totes of unaged whiskeys. All the alcohol is stored until we are ready to process or bottle our products. We are storing and ageing barrels of bourbon for the next few years, until ready to bottle. All the bourbon and whiskey barrels are 53-gallon white oak barrels. The totes are 270 gallons which contain unaged whiskey. Our distilling for our bourbon is being done offsite mostly at a non-disclosed location nearby in Georgia. We have other sources for our unaged whiskey that we bring in house.

When we process our bourbon, we dump a single barrel into stainless steel 400-ltr or 500-ltr tanks to proof down by mixing with Georgia's own spring mountain water. Once the desired proof is reached, currently 90 proof, the bourbon is ready to be bottled. Using a pneumatic pump, we pump the bourbon to a bottling tank, and by gravity we fill the 750ml bottles. After the bottles are labeled and sealed, they are packed into 6 bottles per case.

Our whiskey products are blended whiskeys also dumped into stainless steel tanks for mixing. They are currently mixed and proofed at 70 or 80 proof. Afterward, they are also bottled then packed into cases of 6 bottles each.

All of our cases contain six 750ml bottles. The cases are palletized at 20 cases per row and 6 rows max height. This makes our full pallets 120 cases per pallet max. Our distributor from Atlanta usually picks product up from Remedy on average of about once a month. Our focus is growing our distribution throughout the State of Georgia and getting our products into neighboring states.

Under state law and being a micro-distillery, Remedy is allowed to have a tasting room. With a tasting room, guests are allowed to sample our products and purchase bottles and cocktails made with our products only. It is my intent not to have a so-called bar, but a place where guests can some see who we (Remedy) are, what we do, and sample or try our products. Local business and traffic helps Remedy survive as we grow our distribution channels. I have been doing this for over 8.5 years and can confidently say we have a very good bourbon and the best tasting flavored bourbon and whiskey products in the market.

I believe our hours will be determined based on customer demand. We are considering Wednesdays and Thursdays hours open to the public- 4:00pm to 9:00 pm, and Fridays & Saturdays 12:00 pm to 10:00 pm. It is my intention that the distillery itself will be operating 6 days a week.... closed on Sundays. This is subject to change, as mentioned. If there is a public demand to open on Sundays, I would consider a time frame of 1:00 pm to 5:00 pm.

I appreciate your support and confidence that Remedy Distillery will be a great asset and bring business to the City of Flowery Branch. Likewise, the City of Flowery Branch will be a great asset to help Remedy Distillery thrive.

Thank you for this opportunity!
Sincerely,

R. Keith Speed - Founder

Public Hearing Published	11/06/2024	First Reading	12/05/2024
Public Hearing	12/05/2024	Proposed Second Reading	12/19/2024

ORDINANCE NO. 727

AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT (CUP) TO OPERATE A MICRO-DISTILLERY ON A PARCEL OF REAL PROPERTY OWNED BY JW BAILEY FAMILY PARTNERSHIP LLC, IDENTIFIED AS 5540 ATLANTA HIGHWAY, TAX PARCEL 08117 005002, TOTALING 2.69+/- ACRES AND AS SHOWN ON ATTACHED EXHIBIT "A", AND AS CONDITIONED ON ATTACHED EXHIBIT "B"; PROVIDING FOR SEVERABILITY, REPEALING CONFLICTING ORDINANCES, PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER LAWFUL PURPOSES.

WHEREAS, JW Bailey Family Partnership, LLC owns a parcel of land totaling 2.69+/- acres identified as Parcel Tax Identification No. 08117 005002, as shown on Exhibit "A"; and

WHEREAS, the subject property is zoned Highway Business and located in the Downtown Overlay District thus requiring a conditional use permit in order to be used as a micro-distillery; and

WHEREAS, JW Bailey Family Partnership, LLC, has submitted to the City Council of Flowery Branch, Georgia, a written and signed application requesting a conditional use permit (CUP) for the operation of a micro-distillery; and

WHEREAS, the City Council held a public hearing at the meeting of December 5, 2024 duly noticed as prescribed by law and published in the Gainesville Times, regarding said application, as shall be set forth in the minutes of said meeting.

NOW THEREFORE, THE COUNCIL OF THE CITY OF FLOWERY BRANCH HEREBY ORDAINS AS FOLLOWS:

SECTION 1. FINDINGS.

The City Council finds that the proposed conditional use permit request is consistent with the adopted standards for governing the exercise of the zoning power consistent with O.C.G.A. § 36-66-5 and requirements of the Zoning Ordinance as identified below.

1. The proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.

2. The proposal is not expected to adversely affect the existing use or usability of adjacent or nearby property.

3. The property could be used in accordance with the existing regulations and has a reasonable economic use as without the issuance of a conditional use permit however, an alternative use is appropriately considered.

4. The development if approved and constructed is not expected to result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.

5. The proposal is generally in conformity with the policy and intent of the comprehensive plan including the character area map and future land use plan map.

6. The proposal is considered appropriate in view of existing use(s) and zoning of the subject property and nearby properties.

7. No determination has been made by staff with regard to the value differential between a development with or without a conditional use permit.

8. A proposed development will not be a deterrent to the value or improvement of development of adjacent property in accordance with existing regulations.

9. There are no known adverse effects that would result from the issuance of a conditional use permit on the character of a zoning district.

10. Development as proposed is not expected to impact on the environment, including but not limited to, drainage, soil erosion and sedimentation, flooding, air quality and water quality. Compliance with city subdivision and land development regulations will be required, which include but are not limited to soil erosion and sedimentation, stormwater, and flood damage prevention.

SECTION 2. APPROVAL OF CUP AND LEGAL DESCRIPTIONS.

A conditional use permit to operate a micro-distillery is hereby granted for the subject parcel, as shown on Exhibit "A", subject to the conditions set forth in Exhibit "B". Said Exhibits are incorporated by reference as if fully set forth herein.

SECTION 3. AMENDMENT OF THE ZONING MAP.

This Ordinance is enacted as an amendment to the Zoning Map of Flowery Branch, Georgia. Accordingly, the Zoning Administrator is hereby authorized to update the Official Map consistent with Article 3 of the Zoning Ordinance.

SECTION 4. SEVERABILITY.

Should any section or provision of this Ordinance be declared invalid or unconstitutional by any court of competent jurisdiction, such declaration shall not affect the validity of this Ordinance as a whole or any part thereof which is not specifically declared to be invalid or unconstitutional.

SECTION 5. EFFECTIVE DATE.

The effective date of this Ordinance shall be December 19th, 2024.

SECTION 6. REPEALER.

All ordinances and parts of ordinances in conflict herewith are hereby repealed to the extent of the conflict.

Approved this 19th day of December, 2024.

_____
Edward R. Asbridge, Mayor

ATTEST:

_____
Shelia R. Cooper, City Clerk

APPROVED AS TO FORM

_____
Ted C. Baggett, City Attorney

Exhibit A

5814
5803
5818
5824
Church St
5809
5807
5819
5825
5831
5504
5515
5529
5506
5537
5540
Atlanta Hwy
FLOWERY BRANCH
5533
5545
5556

Exhibit B

Conditions of Conditional Use Permit

1. The Conditional Use Permit is issued to Remedy Distillery, LLC and should the occupant vacate the building, the Conditional Use Permit expires.
2. Adequate parking spaces shall be provided to support the current uses and the proposed micro-distillery. The applicant shall provide a breakdown of uses existing and proposed to calculate the minimal parking demands. If needed for confirmation, the applicant shall provide the Director of Planning and Community Development Director with a current survey of the property showing all stripped parking spaces.
3. Entrance to the distillery shall meet all accessibility requirements per ADA standards.
4. The approval of the Conditional Use Permit does not provide approval of variances to Federal, State, or Local codes and regulations.
5. The applicant must ensure that proper fire lanes, emergency access routes, and safety measures are in place in accordance with local fire codes and regulations.

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Wastewater Reclamation Facility Update

COUNCIL MEETING DATE: December 5, 2024

HISTORY:

FACTS AND ISSUES:

OPTIONS:

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:
Yes

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

SAMPLE MOTION:

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Shelia Cooper

ATTACHMENTS

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Consider Master Services Agreement with ESG Engineering, Inc.

COUNCIL MEETING DATE: December 5, 2024

HISTORY:
The City entered into a master agreement with ESG Engineering in 2022 that governs the terms and conditions of subsequent projects and tasks. It identifies the rate schedule for hourly projects, the legal terms and conditions, and provides a certificate of insurance that protects the city.

FACTS AND ISSUES:
The master agreement does not trigger any fiscal liability, it merely establishes the terms and conditions for subsequent projects. Because municipalities cannot enter into multiyear service agreements, an update to the 2022 agreement is needed. In accordance with O.C.G.A. Section 36-60-13, the agreement before you provides for automatic annual renewals to these terms unless either party gives advance written notice of non-renewal. The agreement also allows either party to terminate the agreement with 30 days notice.

OPTIONS:
1) Approve the agreement as presented.
2) Do not approve the agreement as presented.

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:
No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

SAMPLE MOTION:
I move to approve the ESG Master Agreement as presented.

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Shelia Cooper

ATTACHMENTS

- Executive Summary - ESG Master Agreement.pdf
- 2024 ESG Maaster Agreement with Flowery Branch.pdf

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: MASTER AGREEMENT WITH ESG ENGINEERING

DATE: DECEMBER 02, 2024

(X) RECOMMENDATION
( ) POLICY DISCUSSION
( ) STATUS REPORT
( ) OTHER

BUDGET INFORMATION:
ANNUAL-
CAPITAL-

COUNCIL ACTION REQUESTED ON: DECEMBER 5, 2024

PURPOSE: The purpose of this agenda item is approve a new master agreement with ESG Engineering.

HISTORY: The City entered into a master agreement with ESG Engineering in 2022 that governs the terms and conditions of subsequent projects and tasks. It identifies the rate schedule for hourly projects, the legal terms and conditions, and provides a certificate of insurance that protects the city.

FACTS AND ISSUES:
The master agreement does not trigger any fiscal liability, it merely establishes the terms and conditions for subsequent projects. Because municipalities cannot enter into multiyear service agreements, an update to the 2022 agreement is needed. In accordance with O.C.G.A. Section 36-60-13, the agreement before you provides for automatic annual renewals to these terms unless either party gives advance written notice of non-renewal. The agreement also allows either party to terminate the agreement with 30 days notice.

OPTIONS: 1) Approve the agreement as presented.
2) Do not approve the agreement as presented.

RECOMMENDED SAMPLE MOTION: I move to approve the ESG Master Agreement as presented.

DEPARTMENT: Administration

Prepared by: Tonya Parrish/Ted Baggett

STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

ESG ENGINEERING'S OFFICE	6400 Peake Road, Macon, GA 31210
ESG ENGINEERING'S PROJECT	Master Agreement 2024/2025
PROJECT NAME:	Master Services Agreement for Comprehensive Engineering Services
CLIENT:	City of Flowery Branch
CLIENT'S ADDRESS:	5410 Pine Street, Flowery Branch, GA, 30542

CLIENT requests and authorizes ESG Engineering, Inc. (hereinafter "ESG Engineering") to perform the following Services:

Scope of Services

ESG Engineering, in support of Client, shall provide comprehensive engineering and consulting services on an as-needed basis at the request of Client. Specific services conducted by ESG Engineering shall be authorized through written Task Orders. Each Task Order shall consist of a Scope of Work containing a schedule, deliverables, and budget, in addition to a description of the services to be provided (the 'Services'). The terms and conditions of this Master Services Agreement (the 'Agreement') shall be applicable to each Task Order and incorporated by reference within each Task Order.

Compensation

Compensation by Client to ESG Engineering for each Task Order will be based on either a lump sum amount or a time and expense basis (Rate Table included as Attachment A), depending on the type of work to be performed for each Task Order. The type of compensation will be indicated in each Task Order.

If a Task Order is to be compensated on a time and expense basis, the Task Order shall specify a not-to-exceed amount. ESG Engineering shall incur no time or expense in excess of this amount without the express written approval of the Client.

ESG Engineering shall invoice Client on a monthly basis, with payment due and payable 30 days after receipt.

Other Terms

Each party's designated representative for a particular Scope of Work will be named in each Task Order.

The following documents shall be incorporated by reference to this Agreement following the mutual approval of any Task Order:

- Attachment A- Rate Table; Attachment B – Sample Task Order Scope of Services / Proposal (Initiated upon request of Client); and Attachment C – Schedule of Insurance Coverage.

Services covered by this AGREEMENT will be performed in accordance with the Provisions and applicable terms and conditions of the Task Order in question. This AGREEMENT supersedes all prior agreements and understandings and may only be changed by written amendment executed by both parties.

CLIENT: CITY OF FLOWERY BRANCH		**ESG ENGINEERING, INC.:**	
Signature		Signature	
Name (printed)		Name (printed)	
Title		Title	
Date		Date	

PROVISIONS

1. **Authorization to Proceed**

   Execution of this AGREEMENT by CLIENT will be authorization for ESG Engineering to proceed with the performance of Services defined by the issuance of a Task Order, unless otherwise provided for in this AGREEMENT.

2. **Per Diem Rates**

   ESG Engineering's and its affiliated companies' Per Diem Rates, when the basis of compensation, are those hourly or daily rates charged for Services performed in conjunction with a particular Task Order by ESG Engineering employees. If applicable, these rates will be contained in the issued and agreed upon task order.

3. **NOT USED**

4. **Cost Opinions**

   Any cost opinions or project economic evaluations provided by ESG Engineering will be on a basis of experience and judgment, but, since ESG Engineering has no control over market conditions or bidding procedures, ESG Engineering cannot warrant that bids, ultimate construction cost, or project economics will not vary from these opinions.

5. **Standard of Care**

   The standard of care applicable to ESG Engineering's services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time ESG Engineering's services are performed. ESG Engineering will re-perform any services not meeting this standard without additional compensation.

6. **Termination**

   This AGREEMENT may be terminated for convenience on 30 days' written notice or if either party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within 5 days of written notice and diligently complete the correction thereafter. On termination, ESG Engineering will be paid for all authorized work performed up to the termination date plus termination expenses, such as, but not limited to, reassignment of personnel, subcontract termination costs, and related closeout costs.

7. **Payment to ESG Engineering**

   Monthly invoices will be issued by ESG Engineering for all Services performed under this AGREEMENT. CLIENT shall pay each invoice within 30 days. Interest at a rate of 1-1/2 percent per month will be charged on all past-due amounts.

   In the event of a disputed billing, only that disputed portion will be withheld from payment, and the undisputed portion will be paid. CLIENT will exercise reasonableness in disputing any bill or portion thereof. No interest will accrue on any disputed portion of the billing until mutually resolved.

8. **Limitation of Liability**

   ESG Engineering's liability for CLIENT's damages will, in the aggregate, not exceed the limits of insurance coverage available at the time of signature of this agreement. This Provision takes precedence over any conflicting Provision of this AGREEMENT or any document incorporated into it or referenced by it.

   In no event shall ESG Engineering, its affiliated corporations, officers, employees, or any of its subcontractors be liable for any incidental, indirect, special, punitive, economic or consequential damages, including but not limited to loss of revenue or profits, suffered or incurred by CLIENT or any of its agents, including other contractors engaged at the project site, as a result of this Agreement or ESG Engineering's performance or non-performance of services pursuant to this Agreement.

   Limitations of liability provided herein will apply whether ESG Engineering's liability arises under breach of contract or warranty; tort, including negligence; strict liability; statutory liability; or any other cause of action, and shall include ESG Engineering's officers, affiliated corporations, employees, and subcontractors.

9. **Severability and Survival**

If any of the provisions contained in this AGREEMENT are held illegal, invalid or unenforceable, the other provisions shall remain in full effect. Limitations of liability shall survive termination of this AGREEMENT for any cause.

10. No Third Party Beneficiaries

This AGREEMENT gives no rights or benefits to anyone other than CLIENT and ESG Engineering and its third party beneficiaries as provided in Provision 8.

11. Materials and Samples

Any items, substances, materials, or samples removed from a project site for testing, analysis, or other evaluation will be returned to the project site unless agreed to otherwise. CLIENT recognizes and agrees that ESG Engineering is acting as a bailee and at no time assumes title to said items, substances, materials, or samples. CLIENT recognizes that ESG Engineering assumes no risk and/or liability for a waste or hazardous waste site originated by other than ESG Engineering.

12. Assignments

Neither party shall have the power to or will assign any of the duties or rights or any claim arising out of or related to this AGREEMENT, whether arising in tort, contract or otherwise, without the written consent of the other party. Any unauthorized assignment is void and unenforceable.

13. Integration

This AGREEMENT incorporates all previous communications and negotiations and constitutes the entire agreement of the parties. If CLIENT issues a Purchase Order in conjunction with performance of the Services, general or standard terms and conditions on the Purchase Order do not apply to this AGREEMENT.

14. Force Majeure

If performance of the Services is affected by causes beyond ESG Engineering's reasonable control, project schedule and compensation shall be equitably adjusted.

15. Dispute Resolution

The parties will use their best efforts to resolve amicably any dispute, including use of alternative dispute resolution options.

16. Changes

CLIENT may make or approve changes within the general Scope of Services provided by the terms of a particular Task Order. If such changes affect ESG Engineering's cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to the Task Order in question.

17. Opinions of Cost, Financial Considerations, and Schedules

In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for a project, ESG Engineering has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, ESG Engineering makes no warranty that CLIENT's actual project costs, financial aspects, economic feasibility, or schedules will not vary from ESG Engineering's opinions, analyses, projections, or estimates. If CLIENT wishes greater assurance as to any element of Project cost, feasibility, or schedule, CLIENT will employ an independent cost estimator, contractor, or other appropriate advisor.

18. Access to Facilities and Property

CLIENT will make its facilities accessible to ESG Engineering as required for the performance of its services and will provide labor and safety equipment as required by ESG Engineering for such access. CLIENT will perform, at no cost to ESG Engineering, such tests of equipment, machinery, pipelines, and other components of CLIENT's facilities as may be required in connection with ESG Engineering's services.

19. Reuse of Project Documents

All reports, drawings, specifications, documents, and other deliverables of ESG Engineering, whether in hard copy or in electronic form, are instruments of service for the pertinent Task Order, whether the Task Order is completed or not. CLIENT agrees to indemnify ESG Engineering and its officers, employees, subcontractors, and affiliated corporations from all claims, damages, losses, and costs, including, but not limited to, litigation expenses and attorney's fees arising out of or related to the unauthorized reuse, change or alteration of these Task Order documents to the extent allowed under Georgia law.

20. Client-Furnished Data

CLIENT will provide to ESG Engineering all data in CLIENT's possession relating to ESG Engineering's Services. ESG Engineering will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by CLIENT.

21. Term

The term of this agreement shall be from the date of execution until June 30, 2025. It shall automatically renew on July 1, 2025 for a period of one year to run consecutively with the fiscal year of the city unless terminated by thirty (30) days written notice delivered in advance by either party. Thereafter, this agreement shall automatically renew for three consecutive one (1) year periods that run concurrently with the city's fiscal year unless terminated by thirty (30) days written notice delivered in advance by either party.

Appendix A

RATE SCHEDULE

ESG ENGINEERING

2024 Hourly Billing Rates

TO Flowery Branch

FROM: ESG Engineering, Inc.

Hourly Billing Rates for 2024

Staff Title	2024 Hourly Rates
Principal	195
Senior Technologist	180
Senior Project Engineer	165
Project Engineer/Project Manager	144
Senior GIS Analyst	120
Staff Engineer III	117
Staff Engineer II	106
Staff Engineer	95
Engineering Intern	86
CAD Tech I	95
GIS Tech	85
Admin	68
GPS Tech	65
Engineering Intern	55

Appendix B

ESG ENGINEERING

TASK ORDER AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is by and between ESG Engineering, Inc. (ESG Eng) and _____, by and through itsCity Council (the "City").

ESG Eng's Address: 6400 Peake Road, Macon Georgia 31210

City's Address: _____

Project Name: _____

Project Location: _____

ESG Project Number: _____

The City and ESG Eng are parties to the "Task Order Agreement for Consultant Services (Master Services Agreement)" dated the _____ day of _____, 2022 (the 'Agreement'). The Scope of Services to be performed under this Task Order shall be performed subject to the terms and conditions of said Agreement.

1 SCOPE OF SERVICES

ESG Eng, in conjunction with sub-consultants, will perform the following Scope of Services:

Task 1- Design Engineering and Permitting

- Provide Complete set of Construction Plans, Technical Specifications, and Bidding Documents for City's use in procuring public bids
- Assist City during bid and contracting process including coordination and attendance at Bid Opening, contract administration and coordination and attendance at a Preconstruction Conference

All work under this task shall be billed lump sum at the price provided in the included table.

Task 2- Construction Administration

- Review and approve all submittals, schedules, and subcontractor lists
- Attend progress meetings and verify construction progress and adherence to approved Plans and Specifications
- Review and approve all payment requests
- Oversee punchlist meeting and provide Certification of Work Complete

All work under this task shall be billed lump sum at the price provided in the included table.

2 COMPENSATION

The City will compensate ESG Eng as set forth below for the tasks described and for the Scope of Services performed by ESG pursuant to the terms provided below and the terms and conditions of the Agreement. In the event of a conflict between the provisions of this Task Order and the terms of the Agreement concerning the issue of compensation, the conflict or ambiguities shall be resolved according to the applicable compensation terms of this Task Order.

Task 1 - Design Engineering including Plans & Specifications utilizing the City's format, bid administration, and contract administration	$
Task 2 - Construction Administration including monthly progress meetings, verification of construction progress (project inspection once/week on average) and payment request approval, punch list meeting, and engineer's certification of work complete	$
Total Amount	**$**

*Full Time Resident Observation is not included in this task

3 OBLIGATIONS OF THE CITY

In addition to those obligations provided by the terms and conditions of the Agreement, the City shall:

3.1 City-Furnished Data

The City will provide to ESG all data in the City's possession relating to ESG's performance of the Scope of Services regarding the PROJECT. ESG will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by the City.

3.2 Access to Facilities and Property

The City will make its facilities accessible to ESG as required for ESG's performance of the Scope of Services and will provide labor and safety equipment as required by ESG for such access. The City will perform, at no cost to ESG, such tests of equipment, machinery, pipelines, and other components of the City's facilities as may be required in connection with ESG's services.

3.3 Operations Assistance and Services

The City authorizes ESG to operate, modify, inspect and otherwise physically manipulate equipment, furnishings, property and other elements associated with the performance of the Scope of Services. The City authorizes ESG to take such actions in these respects as ESG considers necessary to meet the objectives of the Scope of Services.

3.4 Advertisements, Permits, and Access

The City will obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, or federal authorities; and land, easements, rights-of-way, and access necessary for ESG's services.

3.5 Timely Review

The City will examine ESG's studies, reports, sketches, drawings, specifications, proposals, and other documents; obtain advice of an attorney, insurance counselor, accountant, auditor, bond and financial advisors, and other consultants as the City deems appropriate; and render in writing decisions required by the City in a timely manner.

3.6 Prompt Notice

The City will give prompt written notice to ESG whenever the City observes or becomes aware of any development that affects the scope or timing of ESG's performance, or of any defect in the work of ESG.

3.7 Changes

The City may request changes within the general Scope of Services in this Task Order. If such changes affect ESG's cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to this Task Order. All requested changes will be made in writing and are subject to acceptance by ESG.

4 GENERAL LEGAL PROVISIONS

4.1 Authorization to Proceed

Execution of this Task Order by the City will be authorization for ESG to proceed with the work, unless otherwise provided for in this Task Order.

4.2 Force Majeure

ESG is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of ESG. In any such event, ESG's contract price and schedule shall be equitably adjusted.

4.3 No Conflict of Interest for Future Work

The services performed by ESG under this Task Order do not preclude ESG from proposing on or providing such services to the City in the future. Information and knowledge gained by ESG in providing services under this contract shall not constitute a conflict of interest in proposing on or providing full contract operations, full contract maintenance, or full contract utility management.

4.4 Third Party Beneficiaries and Scope of Services

This Task Order gives no rights or benefits to anyone other than the City and ESG and has no third party beneficiaries. The services to be performed for the City by ESG are defined solely by this Task Order and the terms and conditions of the Agreement.

4.5 Materials and Samples

Any items, substances, materials, or samples removed from the project site for testing, analysis, or other evaluation will be returned to the project site within 60 days of close-out unless agreed to otherwise. Exceptions to this clause are items subjected to destructive testing or samples with nominal intrinsic value, such as samples of liquid, solid or gaseous materials that are non-hazardous. The City recognizes and agrees that ESG is acting as a Bailee and at no time assumes title to said items, substances, materials, or samples.

4.6 Assignments

Neither party shall have the power to or will assign any of the duties or rights or any claim arising out of or related to this Task Order, whether arising in tort, contract or otherwise, without the written consent of the other party. Any unauthorized assignment is void and unenforceable. These conditions and the entire Task Order are binding on the successors and assigns of the parties hereto.

5 ATTACHMENTS, SCHEDULES, AND SIGNATURES

This Task Order, including its attachments and schedules, and the terms and conditions of the Agreement constitutes the entire agreement between the parties, supersedes all prior written or oral understandings, and may only be changed by a written amendment executed by both parties.

IN WITNESS WHEREOF, the parties execute below:

Approved for _____ (Print and sign name)

By_____

Name_____

Title_____

Date _____

Approved for ESG Engineering (Print and sign name)

By_____

Name_____

Title_____

Date _____

Client#: 754881 WATERHOLDI2

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/22/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Brandi Thompson	
Marsh & McLennan Agency LLC 200 Brookstone Centre Pkwy Suite 118 Columbus, GA 31904	PHONE (A/C, No, Ext): 706-324-6671	FAX (A/C, No):
	E-MAIL ADDRESS: Brandi.Thompson@MarshMMA.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : AXIS Surplus Insurance Company	26620
INSURED ESG Engineering, Inc. Attn: Roger Dodd 6400 Peake Road Macon, GA 31210	INSURER B : Safety National Casualty Corporation	15105
	INSURER C : Ascot Specialty Insurance Company	45055
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			SP005105032024	09/01/2024	09/01/2025	EACH OCCURRENCE	$2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$25,000
							PERSONAL & ADV INJURY	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$4,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$4,000,000
	OTHER:						Gen Agg Cap	$10,000,000
B	AUTOMOBILE LIABILITY			CA6676598	09/01/2024	09/01/2025	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR			SX005106032024	09/01/2024	09/01/2025	EACH OCCURRENCE	$8,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$8,000,000
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			LDC4068416	09/01/2024	09/01/2025	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N / A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$1,000,000
A	Pollution Liab			SP005105032024	09/01/2024	09/01/2025	$2,000,000 per claim	
A	*Professional			SP005105032024	09/01/2024	09/01/2025	$2,000,000 per claim	
C	**Professional			RPLP2410000037	09/01/2024	09/01/2025	$5,000,000 per claim	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

*Professional Policy No SP005105032024 excludes Community Management Services

**Professional Policy No RPLP2410000037 includes Community Management Services only

CERTIFICATE HOLDER

City of Flowery Branch
5410 Pine St
Flowery Branch, GA 30542

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Peter J. Krauss

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FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Consider Construction Manager Contract with ESG Engineering, Inc.

COUNCIL MEETING DATE: December 5, 2024

HISTORY:
The City of Flowery Branch has seen a substantial increase in population over the last several years with an even more substantial increase in wastewater influent as the entire region has seen the same growth. With that growth, there is the need for the wastewater treatment facility to expand to manage the incoming flow. With the design complete and Archer Western serving as the CMAR to complete the construction phase, inspection and oversight services are needed for the approximately two year construction duration.

FACTS AND ISSUES:
The construction manager/inspection role was discussed as a future task in the original ESG Engineering, Inc. design task order with a scope and fee to be determined once the construction schedule was defined and field work was ready to begin. The level of construction oversight has been optimized to only the amount required to complete proper construction inspection and engineering review of submittals, requests for information (RFI), and other design related support as part of the CMAR construction phase. The scope of support will provide a single highly qualified construction manager (CM) who will not only handle all construction documentation activities, but also site inspection and quality assurance for the duration of the project. The CMs role will be to serve as an interface between the existing facilityâ€™s operational staff and the construction team to ensure the construction activities do not hinder the operations staff from continuing to produce high quality effluent during the duration of the project. Any required field coordination will be managed by the on site CM. In addition to the on site services, the design engineers will provide design support to help respond to engineering questions as well as review equipment product submittals to ensure compliance with the specifications. Included in the office engineering effort is all support related to the land disturbance, building permit, and DOT permitting processes. It is anticipated that the construction of the Flowery Branch WRF will take approximately two years to complete.

To be in compliance with Georgia Environmental Finance Authority (GEFA) and EPD, staff requests approval of this contract.

OPTIONS:
Approve or Deny

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:
Yes

AMOUNT AND SOURCE OF FUNDS:

$988,650 - Sewer Bonds

RECOMMENDATION:
Authorize a contract with ESG Engineering, Inc. for construction management and construction inspection services for the construction of the Flowery Branch Water Reclamation Facility (WRF).

SAMPLE MOTION:
I make a motion to approve the attached Construction Management contract with ESG Engineering, Inc. for an amount not to exceed $988,650.

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Shelia Cooper

ATTACHMENTS

- Executive Summary - Construction Management Contract ESG.pdf
- Task Order Flowery Branch WRF CM.pdf

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Consideration of Construction Manager Contract with ESG Engineering, Inc.

DATE: November 18, 2024

(X) RECOMMENDATION
( ) POLICY DISCUSSION
( ) STATUS REPORT
( ) OTHER

BUDGET INFORMATION:
ANNUAL- No change
CAPITAL- $988,650 (Sewer Bonds)

COUNCIL ACTION REQUESTED ON: November 21, 2024

PURPOSE: Authorizing a contract with ESG Engineering, Inc. for construction management and construction inspection services for the construction of the Flowery Branch Water Reclamation Facility (WRF).

HISTORY: The City of Flowery Branch has seen a substantial increase in population over the last several years with an even more substantial increase in wastewater influent as the entire region has seen the same growth. With that growth, there is the need for the wastewater treatment facility to expand to manage the incoming flow. With the design complete and Archer Western serving as the CMAR to complete the construction phase, inspection and oversight services are needed for the approximately two year construction duration.

FACTS AND ISSUES: The construction manager/inspection role was discussed as a future task in the original ESG Engineering, Inc. design task order with a scope and fee to be determined once the construction schedule was defined and field work was ready to begin. The level of construction oversight has been optimized to only the amount required to complete proper construction inspection and engineering review of submittals, requests for information (RFI), and other design related support as part of the CMAR construction phase. The scope of support will provide a single highly qualified construction manager (CM) who will not only handle all construction documentation activities, but also site inspection and quality assurance for the duration of the project. The CMs role will be to serve as an interface between the existing facility's operational staff and the construction team to ensure the construction activities do not hinder the operations staff from continuing to produce high quality effluent during the duration of the project. Any required field coordination will be managed by the on site CM. In addition to the on site services, the design engineers will provide design support to help respond to engineering questions as well as review equipment product submittals to ensure compliance with the specifications. Included in the office engineering effort is all support related to the land disturbance, building permit, and DOT permitting processes. It is anticipated

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that the construction of the Flowery Branch WRF will take approximately two years to complete.

To be in compliance with Georgia Environmental Finance Authority (GEFA) and EPD, staff requests approval of this contract.

OPTIONS: Approve or Deny

RECOMMENDED SAMPLE MOTION: I make a motion to approve the attached Construction Management contract with ESG Engineering, Inc. for an amount not to exceed $988,650.00.

DEPARTMENT: Administration

Prepared by: Tonya D. Parrish

City of Flowery Branch
General Services Agreement

Task Order No. 24-01

Task Order No. 24-01, is an Agreement ("AGREEMENT") between ESG Engineering, Inc and the City of Flowery Branch ("OWNER"), for a PROJECT generally described as follows: Flowery Branch Water Reclamation Facility (WRF) Expansion Construction Management.

Article 1. Scope of Work

The ENGINEER agrees to furnish OWNER with the following specific services:

Task 1 – Construction Oversight

The ENGINEER's Construction Manager (CM) will resolve technical, schedule, staffing and cost issues. Close contact will be maintained with the OWNER's designated point of contact who will be kept informed of technical, schedule, cost, and other issues affecting the construction work.

Pre-Construction Coordination

ENGINEER will provide pre-construction services prior to the construction of the Flowery Branch WRF expansion which will include the CM, and Document Controls Specialist, to coordinate pre-construction tasks. These tasks are described in further detail below.

Pre-Construction Meeting**:** ENGINEER shall coordinate and chair one (1) pre-construction conference to review PROJECT communication, coordination, and other procedures and discuss the Contractor's general work plan. The ENGINEER to provide preconstruction meeting agenda and minutes.

Construction Observation

Tasks performed by ENGINEER during construction are described below. ENGINEER will provide a full-time Construction Manager (2yrs) for the construction period.

Project Site Meetings: ENGINEER will conduct weekly meetings with the Contractor to discuss the Contractor's progress. (Contractor to provide agenda and minutes based on their planned weekly activities.)

Correspondence and Communications: ENGINEER will coordinate written communications among the Contractor, ENGINEER and OWNER during the construction of the Flowery Branch WRF. ENGINEER will prepare written communications on an as-needed basis to the Contractor and provide recommendations to OWNER for written communications between OWNER and Contractor.

Contractor's Schedule: ENGINEER will review the Contractor's construction schedule monthly and verify that it is consistent with the requirements of the contract for construction. ENGINEER will advise the Contractor of discrepancies, if any. ENGINEER will provide a Project Controls specialist for schedule review.

As-Built Review: Engineer shall perform periodic reviews of the contractors field As-Built drawings. Upon completion of the project the ENGINEER will provide the OWNER with a scope and cost to modify

the facility As-Built drawings if required. (Given the simple nature of this expansion, it is not expected that significant drawing modification will be required)

Payment Requests: ENGINEER will receive and review monthly requests for payment from the Contractor. ENGINEER will verify that the amount requested reflects the progress of the Contractor's work and provide recommendations to OWNER as to the acceptability of the requests. ENGINEER shall also advise OWNER monthly as to the status of the total amounts requested, paid, and remaining to be paid under the terms of the contract for construction.

Field/Change Orders: ENGINEER will receive and review the Contractor's response to any requests for change and will obtain such further information as is necessary to evaluate the basis for the Contractor's proposal. ENGINEER will assist OWNER with negotiations of the proposal and, upon approval by OWNER, prepare final change order documents for execution by OWNER and Contractor.

Claims and Disputes: ENGINEER will receive, log, and notify OWNER of written documentation including letters and notices from the Contractor concerning claims or disputes between the Contractor and OWNER pertaining to the acceptability of the work or the interpretation of the requirements of the contract for construction. ENGINEER will review such letters and notices and will discuss them with the Contractor, as necessary, to understand each such claim or dispute. ENGINEER will advise OWNER regarding the Contractor's compliance with the contract requirements for such claims and disputes. ENGINEER will assist OWNER in discussions with the Contractor to resolve claims and disputes.

Review of Work: ENGINEER will conduct observations of the Contractor's work for the purposes of determining if the work generally conforms to the contract for construction and that the integrity of the design concept as reflected in the contract for construction has been implemented and preserved by the Contractor. This inspection work will be documented with photos and daily reports when necessary.

Deficient and Non-conforming Work: Should ENGINEER discover or believe that any work by the Contractor is not in accordance with the contract for construction, or is otherwise defective or does not conform to the requirements of the contract or applicable rules and regulations, ENGINEER shall bring this to the attention of the Contractor and OWNER either verbally or in writing. ENGINEER shall thereupon monitor the Contractor's corrective actions and shall advise OWNER as to the acceptability of the corrective actions.

Regulatory and Third-Party Testing and Inspections: ENGINEER will monitor the Contractor's coordination of inspection and testing by regulatory and third-party agencies that have jurisdiction over the PROJECT.

Subsurface and Physical Conditions: Whenever the Contractor notifies ENGINEER or OWNER of subsurface or physical conditions at the site which differ from that represented in the construction contract, ENGINEER will advise OWNER first verbally and then in writing and inspect the conditions at the site. ENGINEER will advise OWNER as to the appropriate action(s), and will assist OWNER in responding to the Contractor.

Testing Services: No testing services by the ENGINEER are included in this scope. The OWNER or Contractor will employ independent firms for the material testing, specialty inspection, survey, or other services related to verifying the quality of the Contractor's work. ENGINEER will assist in coordinating OWNER- or Contractor-provided testing, specialty inspection and survey services as well as review the

reports and other information prepared by the independent firms.

Off-Site Tests and Inspections: No factory or off-site testing observation by the ENGINEER is included in this scope. In the event such testing is needed, ENGINEER will, at the OWNER's request, coordinate tests and inspections of work, materials and equipment for the PROJECT at off-site facilities and at supplier's locations, as specified in the contract for construction. Upon request these services can be provided to the OWNER at additional cost. The cost of these services will be invoiced by ENGINEER on a time and expense basis.

Substantial and Final Completion: ENGINEER will assist OWNER with inspections at substantial and final completion, in accordance with the contract for construction. ENGINEER will prepare up to two (2) separate punch lists of items requiring completion or correction. ENGINEER shall make recommendations to OWNER regarding acceptance of the work based upon the results of the final inspection.

Warranty Period Services: ENGINEER will participate in one (1) end-of-warranty period inspection one month prior to completion of the one-year warranty period and provide OWNER with a letter identifying any deficiencies found and recommended actions.

Contract Close Out: ENGINEER will assist OWNER in issuing documents for final completion and acceptance of the work to closeout the contract. ENGINEER will advise OWNER on final payment, release of retention, and release of insurance and bonds.

ENGINEER will coordinate with the Contractor for the submission of required manuals for operation and maintenance and for training of OWNER's staff by the Contractor.

ENGINEER will receive the Contractor's submittals of required warranties, guarantees, lien releases and other similar documents as required by the contract for construction. ENGINEER will advise OWNER as to the acceptability and compliance of these documents with the contract for construction.

ENGINEER will provide to OWNER project documents and records for final archiving.

Task 1 Hours Breakdown:

Staff/Role	Hours	Hourly Rate	Sub-Total
Brad Waller, CM	4,160	$140.00	$582,400
Electrical/Structural Inspections	250	$165.00	$41,250
Expenses			$10,000
		Total:	$633,650

Task 2 Office Engineering

Shop Drawings, Samples, and Submittals

Submittal Schedule: ENGINEER will obtain from the Contractor a proposed shop drawing and submittal schedule which shall identify all shop drawings, samples and submittals required by the contract for construction, along with the anticipated dates for submission.

Review of Shop Drawings, Samples and Submittals: ENGINEER will provide technical reviews of the up to one hundred (100) Contractor's shop drawings, samples, and other submittals and maintain logs. It is estimated that ENGINEER will require up to four (4) hours to review each submittal. These hours will be split between the appropriate discipline leads as needed.

Proposed Substitutions: ENGINEER will review Contractor requests for substitution of materials and equipment and will advise OWNER as to the acceptability of such substitutions.

Contractor Clarifications and Interpretations: ENGINEER will review and provide up to one hundred (100) written responses to the Contractor's request for interpretation or clarification of the contract documents as is reasonable and in a timely fashion. ENGINEER will log and track the Contractor's requests. It is estimated that ENGINEER will require 2 hours per written response. These hours will be split among various discipline leads.

Startup Services: The ENGINEER will provide startup services as need to functionally and performance test all equipment installed and brought online during the construction project.

Document Controls System: The ENGINEER will help manage the document controls for submittals, RFIs, change orders, etc. through the use of an electronic document storage system provided by the CMAR.

Task 2 Office Engineering:

Service	**Lump Sum**
Office Engineering (Submittals, RFIs, Engineer Site Visit and Support)	$355,000
Total:	$355,000

Article 2. Compensation

Compensation by OWNER to ENGINEER will be as follows:

The total cost for Task Order No. 24-01, enumerated in ARTICLE 1 (Tasks 1 and 2) herein will be completed for the itemized amounts below totaling $988,650.00 unless changed by written amendment signed by both Parties.

Task 1 Construction Oversight…….$633,650 (Time and Materials Not to Exceed)
Task 2 Office Engineering……..$355,000 (Lump Sum)

OTHER PROVISIONS

As provided in the General Services Agreement, this TASK ORDER will become part of the referenced AGREEMENT when executed by both parties.

For the OWNER, **City of Flowery Branch**.
Dated this _____ day of _____, 2024

By:_____
Name Title

For the **ESG Engineering, Inc**,
Dated this _____ day of _____, 2024

By:_____
Name Title

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Consider Resolution 24-010 to authorize the City to Participate in an Amicus Brief Supporting the Reversal of the Chang v. City of Milton Decision

COUNCIL MEETING DATE: December 5, 2024

HISTORY:
A jury in the State Court of Fulton County rendered a verdict of $35,000,000 against the City of Milton, Georgia in a case stemming from an automobile accident in 2016. The City appealed that ruling to the Georgia Court of Appeals which affirmed the trial court verdict. The City now seeks to have the Georgia Supreme Court exercise its discretion to review the decision of the Court of Appeals and to overturn the ruling based on the doctrine of sovereign immunity. The facts of the case were essentially that a driver died after their car left the roadway by virtue of colliding with a masonry planter in the cityâ€™s right-of-way that had been in place for decades without incident. The Court determined that merely having the planter in the right-of-way constituted a failure of the city to perform a ministerial duty sufficient to hold the city responsible.

FACTS AND ISSUES:
Amicus briefs (â€œfriend of the Courtâ€) are often filed by parties other than those directly involved in litigation at the appellate level in order to advise the court of the significance of the issues and their potential impact on others similarly situated. The City of Milton has encouraged multiple cities to agree to be a part of an amicus brief aimed at stressing the implications of the decision of the trial court and Court of Appeals in the Chang case. The brief is being authored by one of the attorneys working for the City of Milton and will be circulated for review to the city attorneys for the participating cities.

OPTIONS:
1) Approve the resolution to allow the city to be named as an amicus party.
2) Do not approve the resolution to allow the city to be named as an amicus party.

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:
No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

SAMPLE MOTION:
I move to approve Resolution Number 24-010 authorizing the City to be named as an amicus party, along with other cities, in a brief to the Georgia Supreme Court, seeking to overturn the Chang decision.

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Shelia Cooper

ATTACHMENTS

- Executive Summary - Chang v. Milton.pdf
- Resolution 24-010 Supporting Chang v. Milton.pdf

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Consider Resolution Number 24-010 to authorize the City to participate in an amicus brief supporting the reversal of the Chang v. City of Milton decision.

DATE: December 5, 2024

BUDGET INFORMATION:
ANNUAL- N/A
CAPITAL- N/A

( )RECOMMENDATION
(X) POLICY DISCUSSION
( ) STATUS REPORT
( ) OTHER

COUNCIL ACTION REQUESTED ON: December 5, 2024

PURPOSE: Adopt a Resolution authorizing the City to be named as an amicus party in an appeal to the Georgia Supreme Court seeking to overturn a decision of the Georgia Court of Appeals that exposes cities across Georgia to significant liability.

HISTORY: A jury in the State Court of Fulton County rendered a verdict of $35,000,000 against the City of Milton, Georgia in a case stemming from an automobile accident in 2016. The City appealed that ruling to the Georgia Court of Appeals which affirmed the trial court verdict. The City now seeks to have the Georgia Supreme Court exercise its discretion to review the decision of the Court of Appeals and to overturn the ruling based on the doctrine of sovereign immunity. The facts of the case were essentially that a driver died after their car left the roadway by virtue of colliding with a masonry planter in the city's right-of-way that had been in place for decades without incident. The Court determined that merely having the planter in the right-of-way constituted a failure of the city to perform a ministerial duty sufficient to hold the city responsible.

FACTS AND ISSUES: Amicus briefs ("friend of the Court") are often filed by parties other than those directly involved in litigation at the appellate level in order to advise the court of the significance of the issues and their potential impact on others similarly situated. The City of Milton has encouraged multiple cities to agree to be a part of an amicus brief aimed at stressing the implications of the decision of the trial court and Court of Appeals in the Chang case. The brief is being authored by one of the attorneys working for the City of Milton and will be circulated for review to the city attorneys for the participating cities.

OPTIONS:

1) Approve the resolution to allow the city to be named as an amicus party.
2) Do not approve the resolution to allow the city to be named as an amicus party.

RECOMMENDED SAMPLE MOTION:

I move to approve Resolution Number 24-010 authorizing the City to be named as an amicus party, along with other cities, in a brief to the Georgia Supreme Court, seeking to overturn the Chang decision.

DEPARTMENT: Legal

Prepared by: Ted Baggett

RESOLUTION NO. 24-010

RESOLUTION OF THE CITY OF FLOWERY BRANCH, GEORGIA (the "CITY") AUTHORIZING PARTICIPATION IN AN AMICUS BRIEF IN THE CHANG V. CITY OF MILTON APPEAL

WHEREAS, there is presently pending before the Supreme Court of Georgia a request for a discretionary appeal of a civil lawsuit that, at the trial court level, was referred to as Chang, et. al. v. City of Milton, State Court of Fulton County, Case No. 18EV004442;

WHEREAS, the case involves a claim of liability against the City of Milton for personal injuries due to a 2016 vehicle collision with a fixed obstruction (a masonry planter) located on City-owned right of way where the obstruction was outside the motoring lanes of travel;

WHEREAS, the masonry planter had been at the same location since 1992 and had never been the subject of a complaint or prior accident;

WHEREAS, at the trial court, the City of Milton was found to be partially at fault and a jury awarded money damages against the City of Milton of $35,000,000;

WHEREAS, the Court of Appeals affirmed the findings of the trial court, City of Milton v. Chang, et. al., 2024 WL 4195584 (Chang appellate ruling);

WHEREAS, the Court of Appeals ruled that the "*planter…was a hazard for vehicles leaving the travel lanes*" and that its presence "*renders the use of these thoroughfares more hazardous*;"

WHEREAS, the CITY is concerned by the Court of Appeals decision finding that a municipality may be liable for fixed obstructions located outside the motoring lanes of travel where the obstruction had never been the subject of a prior collision or complaint;

WHEREAS, the CITY believes the Court of Appeals decision is inconsistent with existing legal precedent and should be overturned; and,

WHEREAS, the CITY believes the financial implications of the Court of Appeals decision could be devastating for Georgia municipalities.

NOW THEREFORE BE IT RESOLVED, that the CITY does hereby authorize participation in an amicus brief before the Georgia Supreme Court asking that the Chang appellate ruling be considered by the Supreme Court and reversed. An amicus brief so tendered may include the City's name as a participating party; provided that the City Attorney is permitted to review said brief prior to filing and deems it to accurately reflect the will of the governing authority as expressed in this resolution.

This 5th day of December, 2024.

_____
Edward R. Asbridge, Mayor

Attest:

_____
Shelia R. Copper, City Clerk

[SEAL]

Approved as to form:

_____
Ted Baggett, City Attorney

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Consider Resolution 24-011: To Become a Member of the Georgia Interlocal Risk Management Agency (GIRMA) and Participate in One or More of GIRMA's Funds.

COUNCIL MEETING DATE: December 5, 2024

HISTORY:
House Bill 451, The Ashley Wilson Act, becomes effective January 1, 2025. This Act requires all public entities in Georgia to offer a supplemental benefit program for eligible first responders diagnosed with post-traumatic stress disorder (PTSD) resulting from exposure to line of duty traumatic events. It creates two once-per-lifetime financial safety nets to assist with uninsured costs associated with PTSD treatment and recovery. A first responder may access the benefits quickly and confidentially without worry over stigma or job loss. The Act does not impact employer health plans, which are required to provide coverage for PTSD and other mental health conditions. However, health plans do not cover all costs associated with treatment and recovery such as deductibles, co-pays, and out-of-network treatment costs.

An eligible first responder diagnosed with PTSD arising from a qualifying traumatic event that occurred on or after July 1, 2024, may submit a claim on or after January 1, 2025, and must also submit proof that a diagnosis of PTSD was made on or after January 1, 2025.

In Georgia, a first responder may file a claim for occupational PTSD under workersâ€™ compensation provided the PTSD follows from or because of a physical injury in the line of duty. However, the workersâ€™ compensation system is not designed to address and treat mental injuries. The system does not meet the first respondersâ€™ confidentiality needs since employers and supervisors are notified of PTSD claims and does not allow a first responder to choose their own mental health care providers.

The Act defines PTSD as an anxiety disorder caused by experiencing or being exposed to a traumatic event and which satisfies the clinical diagnostic criteria set forth in the American Psychiatric Associationâ€™s Diagnostic and Statistical Manual of Mental Disorders in effect
January 1, 2024. An eligible first responder is a first responder who experienced or was exposed to a traumatic event during the normal course of performing regularly occupational or volunteer duties on behalf of a public entity and such experience resulted in PTSD. The first responder must have received a diagnosis of PTSD from such an experience and exposure no later than two years after the traumatic event.

The benefits required under the Act include two once-per-lifetime benefits.
â€¢ $3,000 lump sum benefit paid following diagnosis of occupational PTSD by a qualified diagnostician.
â€¢ Long-term disability benefits if the eligible first responder is no longer able to perform their duties as a first responder due to their PTSD diagnosis. Disability begins 90 days following a first responderâ€™s inability to continue regular occupational or volunteer duties as a first responder due to the covered condition, despite receipt of appropriate treatment. The disability benefit is paid monthly for

up to 36 months at 60% of the first responders pay to a maximum of $5,000 per month. Volunteer first responders receive $1,500 per month.

The Act defines a traumatic event as an actual or threatened death, serious injury, or act of sexual violence that occurs after July 1, 2024, and which the first responder experienced or was exposed to during the normal course of the first responderâ€™s regular occupational or volunteer duties on behalf of the public entity.

The Act defines a Qualified Diagnostician as a psychiatrist, psychologist, and physician who is duly authorized to practice in Georgia and are certified in a medical specialty appropriate for trauma related mental health diagnoses. The Act states â€œIn no event shall information solely about an individualâ€™s diagnosis, claims, or benefits be used for any employment action.â€ All communication between the first responder and the administrator or insurer is confidential and privileged.

To assist local governments in providing the required coverage, GMA (Georgia Municipal Association) and ACCG (Association County Commissioners of Georgia) partnered with MetLife to design and implement a highly customized insurance program compliant with the Act.

A public entity pays the costs of the program on behalf of its first responders. The Act defines public entity as a department, agency, board, bureau, commission, authority, or instrumentality of the State of Georgia, any local government or authority, including a county, municipality, or consolidated government in this state, or any other political division in this state. Such term includes a school district, independent school district, or other local school system in this state.

FACTS AND ISSUES:
GIRMA (Georgia Interlocal Risk Management) is the policyholder for the First Responder PTSD Policy insured by MetLife. To proceed with the policy agreement, the City of Flowery Branch must approve Resolution 24-011 to become a member of GIRMA. The purpose of the agreement according to Paragraph 1, Section 1.1 â€œis to jointly exercise powers common to each participating public entity; to establish and administer one or more group self-insurance funds: to establish and administer risk management service...â€.

Quote Received: (Please note estimate is based on census information provided in October.) Premiums below are estimated annual amounts; however, the city will be billed on a semiannual basis in an amount that reflects the cityâ€™s updates to the census.

Component 1: Lump Sum PTSD Diagnosis Benefit: All First Responders Lifetime Benefit per first responder: $3,000 â€“ Estimated Annual Premium: $1,150.00
Component 2: PTSD Disability Limit â€“ 60% of pre-disability earnings / max $5,000 per month â€“ Estimated Annual Premium: $2,550.00.

Total Estimated Annual Premium for the City of Flowery Branch for both components of the Act: $3,700.00

OPTIONS:
1. Approved Resolution as presented.
2. Offer different recommendations.

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:
No

AMOUNT AND SOURCE OF FUNDS:
$3,700 - Employee Benefits Fund

RECOMMENDATION:
Approval

SAMPLE MOTION:
I make a motion to approved Resolution 24-011 to become a member of the Georgia Interlocal Risk Management Agency (GIRMA) and participate in one or more of GIRMA's Funds and authorize the Mayor and staff to execute necessary documents to accept the policy quote and initiate coverage.

COLLABORATING DEPARTMENT:

DEPARTMENT: Human Resources

Prepared by: Shelia Cooper

ATTACHMENTS

- Executive Summary Resolution 24-011 GA Interlocal Risk Management Agency.pdf
- Resolution 24-011 GIRMA Ready for Signature.pdf
- PTSD Quote Proposal - GMA GIRMA Fund C.pdf
- OCGA Definition of First Responders.pdf
- GIRMA Intergovernmental Contract.pdf

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Resolution 24-011 to become a member of the Georgia Interlocal Risk Management Agency (GIRMA) and participate in one or more of GIRMA's Funds.

DATE: November 19, 2024

(X)RECOMMENDATION
( ) POLICY DISCUSSION
( ) STATUS REPORT
( ) OTHER

BUDGET INFORMATION:
ANNUAL- $3,700
CAPITAL-

COUNCIL ACTION REQUESTED ON: December 5, 2024

PURPOSE: To approve Resolution 24-011 to become a member of the Georgia Interlocal Rick Management Agency (GIRMA) and participate in one or more of GIRMA's Funds.

HISTORY: House Bill 451, The Ashley Wilson Act, becomes effective January 1, 2025. This Act requires all public entities in Georgia to offer a supplemental benefit program for eligible first responders diagnosed with post-traumatic stress disorder (PTSD) resulting from exposure to line of duty traumatic events. It creates two once-per-lifetime financial safety nets to assist with uninsured costs associated with PTSD treatment and recovery. A first responder may access the benefits quickly and confidentially without worry over stigma or job loss. The Act does not impact employer health plans, which are required to provide coverage for PTSD and other mental health conditions. However, health plans do not cover all costs associated with treatment and recovery such as deductibles, co-pays, and out-of-network treatment costs.

An eligible first responder diagnosed with PTSD arising from a qualifying traumatic event that occurred on or after July 1, 2024, may submit a claim on or after January 1, 2025, and must also submit proof that a diagnosis of PTSD was made on or after January 1, 2025.

In Georgia, a first responder may file a claim for occupational PTSD under workers' compensation provided the PTSD follows from or because of a physical injury in the line of duty. However, the workers' compensation system is not designed to address and treat mental injuries. The system does not meet the first responders' confidentiality needs since employers and supervisors are notified of PTSD claims and does not allow a first responder to choose their own mental health care providers.

The Act defines PTSD as an ***anxiety disorder caused by experiencing or being exposed to a traumatic event*** and which satisfies the clinical diagnostic criteria set forth in the American Psychiatric Association's Diagnostic and Statistical Manual of Mental Disorders in effect

January 1, 2024. An eligible first responder is a first responder who experienced or was exposed to a traumatic event during the normal course of performing regularly occupational or volunteer duties on behalf of a public entity and such experience resulted in PTSD. The first responder must have received a diagnosis of PTSD from such an experience and exposure no later than two years after the traumatic event.

The benefits required under the Act include two once-per-lifetime benefits.

- $3,000 lump sum benefit paid following diagnosis of occupational PTSD by a qualified diagnostician.
- Long-term disability benefits if the eligible first responder is no longer able to perform their duties as a first responder due to their PTSD diagnosis. Disability begins 90 days following a first responder's inability to continue regular occupational or volunteer duties as a first responder due to the covered condition, despite receipt of appropriate treatment. The disability benefit is paid monthly for up to 36 months at 60% of the first responders pay to a maximum of $5,000 per month. Volunteer first responders receive $1,500 per month.

The Act defines a traumatic event as an actual or threatened death, serious injury, or act of sexual violence that occurs after July 1, 2024, and which the first responder experienced or was exposed to during the normal course of the first responder's regular occupational or volunteer duties on behalf of the public entity.

The Act defines a Qualified Diagnostician as a psychiatrist, psychologist, and physician who is duly authorized to practice in Georgia and are certified in a medical specialty appropriate for trauma related mental health diagnoses. The Act states "In no event shall information solely about an individual's diagnosis, claims, or benefits be used for any employment action." All communication between the first responder and the administrator or insurer is confidential and privileged.

To assist local governments in providing the required coverage, GMA (Georgia Municipal Association) and ACCG (Association County Commissioners of Georgia) partnered with MetLife to design and implement a highly customized insurance program compliant with the Act.

A public entity pays the costs of the program on behalf of its first responders. The Act defines public entity as a department, agency, board, bureau, commission, authority, or instrumentality of the State of Georgia, any local government or authority, including a county, municipality, or consolidated government in this state, or any other political division in this state. Such term includes a school district, independent school district, or other local school system in this state.

FACTS AND ISSUES: GIRMA (Georgia Interlocal Risk Management) is the policyholder for the First Responder PTSD Policy insured by MetLife. To proceed with the policy agreement, the City of Flowery Branch must approve Resolution 24-011 to become a member of GIRMA. The purpose of the agreement according to Paragraph 1, Section 1.1 "is to jointly exercise powers common to each participating public entity; to establish and administer one or more group self-insurance funds: to establish and administer risk management service...".

Quote Received: (Please note estimate is based on census information provided in October.) Premiums below are estimated annual amounts; however, the city will be billed on a semiannual basis in an amount that reflects the city's updates to the census.

Component 1: Lump Sum PTSD Diagnosis Benefit: All First Responders Lifetime Benefit per first responder: $3,000 – **Estimated Annual Premium: $1,150.00**

Component 2: PTSD Disability Limit – 60% of pre-disability earnings / max $5,000 per month – **Estimated Annual Premium: $2,550.00.**

Total Estimated Annual Premium for the City of Flowery Branch for both components of the Act: $3,700.00

OPTIONS

1) Approve the Resolution.
2) Offer different recommendations.

RECOMMENDED SAMPLE MOTION:

I make a motion to approve Resolution 24-011 to become a member of the Georgia Interlocal Risk Management Agency (GIRMA) and participate in one or more of GIRMA's Funds and to authorize the Mayor and staff to execute necessary documents to accept the policy quote and initiate coverage.

DEPARTMENT: Human Resources

Prepared by: Krystle Hightower

Resolution 24-011

A RESOLUTION TO BECOME A MEMBER OF THE GEORGIA INTERLOCAL RISK MANAGEMENT AGENCY (GIRMA) AND PARTICIPATE IN ONE OR MORE OF GIRMA'S FUNDS

WHEREAS, Article 9, Section 3, Paragraph 1 of the Constitution of Georgia authorizes municipalities and other political subdivisions to contract with each other for activities which the contracting parties are authorized by law to undertake; and

WHEREAS, Chapter 85 of Title 36 of the Official Code of Georgia Annotated authorizes certain public entities to execute intergovernmental contracts to become members of an interlocal risk management agency for the purpose of sharing their accident, disability, supplemental medical, general liability, motor vehicle and property damage risks in whole or in part; and

WHEREAS, municipalities within Georgia have found it increasingly difficult to obtain commercial insurance protection, and have found the costs of such protection often exceeds the ability of a public entity to pay; and

WHEREAS, public entities in Georgia need a stable method for managing their risks to avoid the unpredictable and cyclical nature of the commercial insurance market; and

WHEREAS, many Georgia public entities do not have sufficient resources to self-insure their risks on an individual basis; and

WHERAS, the Public Entity of City of Flowery Branch ("Public Entity"), located in Hall County, Georgia, desires to become a Member of the Georgia Interlocal Risk Management Agency ("GIRMA"), an interlocal risk management agency formed pursuant to Chapter 85 of Title 36 of the Official Code of Georgia Annotated; and

WHEREAS, the intergovernmental contract requires all members of GIRMA to participate in at least one GIRMA Fund; and

WHEREAS, the governing authority of Public Entity has reviewed the intergovernmental contract, the Fund Election Form, and the bylaws of GIRMA and finds that the goals of GIRMA and the obligations imposed on Public Entity by membership in GIRMA and the Fund or Funds selected on the Fund Election Form are in accordance with the philosophy and public policy objectives of this community; and

WHEREAS, the governing authority of Public Entity finds that it is in the best interest of its residents to become a member of GIRMA and to join the Fund or Funds selected on the Fund Election Form;

NOW THEREFORE BE IT RESOLVED by the governing authority of Public Entity:

1. The [City Mayor] of Public Entity is authorized to execute the intergovernmental contract required for Public Entity to become a Member of GIRMA and the GIRMA Fund(s) marked in the Election Form. A copy of the intergovernmental contract and bylaws of GIRMA and the completed Fund Election Form are attached and made part of this resolution as Appendix 1.

2. The powers of GIRMA shall be limited to those contained in the documents attached as Appendix 1, as amended from time to time, and those contained in Chapter 85 of Title 36 of the Official Code of Georgia Annotated and the rules and regulations of the Insurance Commissioner of the State of Georgia.

3. The commencement of operations and the continuing operations of GIRMA and the obligation of Public Entity to fully participate in such operations shall be effectuated in accordance with the intergovernmental contract and bylaws and the Fund Election Form.
4. The [City Mayor] of Public Entity is designated as Public Entity's representative to GIRMA, and is authorized to complete and execute any additional documents required for membership in GIRMA or the selected Fund or Funds.
5. Public Entity may change its representative by making a written request to Georgia Municipal Association, Inc., the Program Administrator for GIRMA.
6. This resolution shall be effective on the date of adoption.

Adopted this 5th day of December 2024. City of Flowery Branch

(Name of Public Entity)

By: Edward R. Asbridge, Mayor

[Print Name of Person Authorized to Sign Resolutions, Title]

Attest: Shelia Cooper, City Clerk

[Print Name of Person Authorized to Attest, Title]

Appendix 1

Resolution to Become a Member of The Georgia Interlocal Risk Management Agency (GIRMA) and Participate in One or More of GIRMA'S Funds

Intergovernmental Contract

GIRMA Fund Participation Election Form (Completed)

GIRMA Bylaws

WHEREAS, an intergovernmental contract originally was approved for use on June 10, 1987 by certain municipalities acting through a Board of Trustees of their own selection, and, in accordance with the Official Code of Georgia Annotated ("O.C.G.A.") Section 36-85-2, these municipalities formed and became members of the Georgia Interlocal Risk Management Agency ("GIRMA") by executing the intergovernmental contract, and

WHEREAS, GIRMA is an unincorporated nonprofit instrumentality wholly owned by its members, all of which are public entities, and after approval by GIRMA's Administrator, all additional members of GIRMA became members by executing the intergovernmental contract and adopting a resolution or ordinance;

WHEREAS, the form of this Amended and Restated Intergovernmental Contract has been approved in accordance with the bylaws, and all Members not expressing intent to withdraw within 30 days after the date of notice of the approval are parties to this Amended and Restated Intergovernmental Contract, and the intergovernmental contract previously executed by the Member is superseded by this Amended and Restated Intergovernmental Contract;

WHEREAS, this Amended and Restated Intergovernmental Contract is made and entered into this 5th day of December, 2024, by and among the public entities who are now Members of the Georgia Interlocal Risk Management Agency ("GIRMA") and the [City of Flowery Branch] ("New Member") for the purpose of permitting New Member to participate in one or more group self-insurance funds for the management of liability and property damage risks of the Member public entities.

WHEREAS, New Member desires to become a Member of GIRMA in accordance with the Statute and the rules and regulations of the Insurance Commissioner of the State of Georgia:

NOW, THEREFORE IN CONSIDERATION OF the mutual covenants, promises and obligations contained herein, which were given to and accepted by each public entity becoming a party to this agreement the parties agree as follows:

PARAGRAPH 1
PURPOSE AND OPERATIONS OF THE GEORGIA INTERLOCAL RISK MANAGEMENT AGENCY

Section 1.1. Purpose of Georgia Interlocal Risk Management Agency and Intergovernmental Contract. The purpose of GIRMA and of this agreement is to jointly exercise powers common to each participating public entity; to establish and administer one or more group self-Insurance funds: to establish and administer a risk management service; to prevent or lessen the incidence and severity of casualty and property losses occurring in the operation of a Member of GIRMA; and to defend and protect, in accordance with this contract and related coverage descriptions, any Member of GIRMA against liability or loss as stated in such documents. The activities of GIRMA shall not constitute conduct of an insurance business.

Section 1.2. Operations and Eligibility for Membership. The Board of Trustees described in Paragraph 3 of this agreement shall direct the affairs of GIRMA. The Georgia Municipal Association shall be appointed as Administrator. The Administrator may recommend to the Board of Trustees the appointment of necessary Service Companies, attorneys and agents for operation of GIRMA. In order to become a member of GIRMA, an entity must be a "municipality", as defined in Chapter 85 of Title 36 of the Official Code of Georgia Annotated, as amended from time to time, and must be a political subdivision of a state or an entity the income of which is excluded from gross income under the Internal Revenue Code. Any entity that meets these criteria may become a member once it has taken all actions required by applicable law to join GIRMA and has been approved by GIRMA through its Administrator.

PARAGRAPH 2
DEFINITIONS

Section 2.1. Definitions. In the interpretation of this agreement the following definitions shall apply unless the context requires otherwise:

(1) "Administrator" shall mean the person or agency designated to supervise the administration of GIRMA and to perform such duties and exercise such powers as shall be specifically designated by the Board.

(2) "GIRMA" shall mean the Georgia Interlocal Risk Management Agency.

(3) "Board" shall mean the Board of Trustees of GIRMA.

(4) "Coverage Description or Description" shall mean the written explication of General Liability, Motor Vehicle Liability, Property Damage and other claims for which Members are jointly self-insured through a Fund or Funds.

(5) "Group Self-Insurance Fund," "Fund" or "Funds" shall have the meaning as defined in Chapter 85 of Title 36 of the Official Code of Georgia Annotated, as amended.

(6) "Member" shall mean an entity that meets the eligibility requirements set forth in Section 1.2, has been approved by GIRMA through its Administrator, and is participating in GIRMA in conformity with this contract.

(7) "Service Company" shall mean persons or agencies designated by the Board or Administrator to perform claim settlement services, make a determination of risk factors of Members and applicants for membership, institute loss prevention programs and accounting systems, acquire necessary excess insurance and reinsurance proposals, or perform other functions in the day-to-day operation of GIRMA as directed by the Board or Administrator.

PARAGRAPH 3
BOARD OF TRUSTEES

Section 3.1. Trustee Qualifications. The qualifications to serve as a Trustee and the terms of office for Trustees shall be specified in the bylaws of GIRMA.

Section 3.2. Selection of Board Members. The Board of GIRMA shall be those persons selected in accordance with the bylaws of GIRMA.

Section 3.3. Meetings. All meetings of the Board shall be held and conducted in accordance with the bylaws adopted by the Board.

Section 3.4. Liability of Trustees and Officers. Trustees and officers of GIRMA shall use ordinary care and reasonable diligence in the exercise of their powers and the performance of their duties. They shall not be liable for mistakes of judgement or actions or failures to act when such mistakes, actions or failures are made in good faith and within the scope of their authority for GIRMA. Nor shall they be liable for any action or failure to act of any agent, employee or independent contractor of GIRMA , nor for loss incurred through investment of funds or failure to invest. No trustee or officer shall be liable for any action or failure to act of any other trustee or officer. No trustee or officer shall be required to give a bond or other security to guarantee the faithful performance of the duties hereunder except as may be required by the rules and regulations of the Insurance Commissioner. GIRMA shall defend and hold harmless any trustee or officer, and the Board of Trustees, against any and all loss, cost, damage or exposure arising from their actions or failures to act when such actions or failures are made in good faith and within the scope of their authority for GIRMA. GIRMA may purchase insurance providing such coverage for trustees and officers.

PARAGRAPH 4
BOARD POWERS AND DUTIES

Section 4.1. Board Powers and Duties. The Board, in addition to other powers and duties conferred or imposed by law, is authorized in the name of GIRMA to exercise the powers enumerated in Article III, Section I and in Article IV, Section 2 of the bylaws and to do all the acts necessary or incidental in performing and accomplishing the purposes set forth in this agreement and in the bylaws of GIRMA.

PARAGRAPH 5
MEMBERSHIP

Section 5.1. Membership. The membership of GIRMA consists of those eligible public entities who have executed this agreement, or its counterpart, by the duly constituted chief executive or administrative officers acting upon the resolution of the governing authority of the public entity and which have paid the prescribed contributions pursuant to the provisions of this agreement. Such entities may be admitted as Members upon approval of the Administrator in accordance with policies established by the Board, upon their execution of this agreement, or its counterpart, and by payment of prescribed contributions. Every Member agrees to the admission of additional Members in accordance with the provisions of this paragraph.

Section 5.2. Member Representatives. The chief executive or administrative officer of each Member shall designate in writing a representative to GIRMA and notify the Administrator of such designation. The representative shall be responsible to the Member for receiving all communications related to GIRMA, implementing loss control measures and executing the duties imposed on the Members by this agreement and the bylaws of GIRMA. All communications from the Administrator or any Service Company to the Member shall be addressed to the individual listed in the Administrator's records as the Member's designated representative. Each Member shall notify the Administrator immediately if a replacement representative is named.

Section 5.3. Withdrawal.

(1) Each Member shall continue its membership until the completion of the second full fiscal year of GIRMA following its admission to GIRMA. Effective upon the conclusion of such period, a Member may withdraw on ninety (90) days advance written notice to GIRMA. A Member withdrawing shall have no right to the reserves on any claims maintained by GIRMA in the operation of a Group Self-Insurance Fund. GIRMA shall continue servicing of any covered claim of the Member after the withdrawal of the Member.

(2) At the conclusion of a Member's second full fiscal year of membership, all membership shall be on a coverage year-to-coverage year basis. Effective at the end of any coverage year, GIRMA may, on ninety (90 days) advance written notice to a Member, determine not to renew a Member's membership in GIRMA or the Member's participation in the Fund.

(3) Any Member, failing to make payments required by Paragraph 6 of this agreement when due, shall upon proper notice be immediately suspended from membership and the Member's coverage under any Fund and benefits hereunder shall immediately cease. If the Member shall subsequently submit the delinquent payment along with such penalties or interest that may be established by the board, the Administrator may reinstitute such membership in accordance with Board policy.

(4) Terminated Members shall remain liable for assessments for any fiscal year in which they were Members. Terminated Members shall have no rights to surplus or dividends, but the Board may return all or a portion of any terminated Member's capital contribution.

Section 5.4. Membership Review and Termination. A Member may be involuntarily terminated for causes other than non-payment of contributions as provided in the bylaws.

PARAGRAPH 6
OBLIGATIONS OF MEMBERS

Section 6.1. Member Obligations. Members of GIRMA agree to be obligated as follows:

(1) To participate at all times in at least one Fund established by the Board.

(2) To pay all contributions, assessments or other sums due to GIRMA at such times and in such amounts as shall be established by the Board or the Administrator.

(3) To select a person to serve as a Member representative.

(4) To allow the Board and its agents reasonable access to all facilities of the Member and all records, including but not limited to financial records, which relate to the purposes of GIRMA.

(5) To allow attorneys appointed by GIRMA to represent the Member and its employees or officers in investigation, settlement discussions and all levels of litigation arising out of any claim made against a Member within the scope of loss protection furnished by the Fund or Funds established by GIRMA, and, with approval of the Administrator or in accordance with policies established by the Administrator, to enter into settlements of such litigation without the consent of the Member or its employees or officers.

(6) To assist and cooperate in the defense and settlement of claims against the Member and its employees or officers.

(7) To furnish full cooperation to GIRMA's attorneys, claims adjusters, Service Company and any agent employee, officer or independent contractor of GIRMA relating to the purposes of GIRMA.

(8) To follow all loss reduction and prevention procedures established by GIRMA.

(9) To furnish to the Administrator such budget operating and underwriting information as may be requested by the Administrator.

(10) To report as promptly as possible, and in accordance with any Coverage Descriptions issued, all incidents which could result in GIRMA or any Fund established by GIRMA being required to pay claim for loss or injuries to the Member's property or injuries to persons or property when such loss or injury is within the scope of the protection of a Fund or Funds in which the Member participates.

Section 6.2. Optional Defense of Fund Member. A Member may hire co-defense counsel, at the Member's expense, to assist in the defense of claims; provided, however, the attorney selected by GIRMA to defend the claim shall be lead counsel in all matters.

Section 6.3. Contractual Obligation. This agreement shall constitute a contract among the Members of GIRMA. The obligations and responsibilities of the Members set forth herein include the obligation to take no action inconsistent with this agreement as originally written or validly amended, which shall remain a continuing obligation and responsibility of the Member. This agreement may be executed in duplicate originals and the agreement of a public entity thereto shall be evidenced by a signed copy of a resolution adopted by its legislative body authorizing an appropriate official of the public entity to execute the agreement on behalf of the public entity. The contracting parties have created a risk management agency for group self-insurance purposes only within the scope of this agreement, GIRMA's bylaws and related Coverage Descriptions. Nothing contained herein shall be deemed to create any relationship of surety, indemnification or responsibility between an individual Member for the debts or claims against any other individual Member. In accordance with Sections 36-85-9 and 36-85-15 of the Official Code of Georgia Annotated, each Member shall be jointly and severally liable for all legal obligations of a Fund and assessments may be required to meet any financial obligation of GIRMA or of any Fund.

PARAGRAPH 7

AMENDMENTS TO CONTRACT

Section 7.1. Amendments. This agreement may be amended by consent of the Members. A change or modification to this agreement may be agreed to by a vote of Members under such rules and procedures as the Board shall prescribe. Such vote may be conducted at a meeting of Members or may be conducted by mail. Any change or modification agreed to by a majority of the voting Members shall become effective immediately or at such future time as the amendment shall provide. Any Member not exercising its right of withdrawal within thirty (30) days after notice of the change or amendment shall be deemed to have consented to such a change or amendment. Any Member not consenting to such change or amendment may, at its option, withdraw with 90 days written notice and shall be entitled to a refund of any non-earned premiums.

PARAGRAPH 8

AUDITS AND FINANCIAL REPORTS

Section 8.1. Annual Report. The Board shall provide to the Members an annual report of the financial affairs of GIRMA and of each Fund maintained by GIRMA.

PARAGRAPH 9
OPERATION OF GROUP SELF-INSURANCE FUNDS

Section 9.1. Loss Protection. GIRMA will provide loss protection to each Member participating in a Fund as provided in the Coverage Description for the Fund.

Section 9.2. Coverage Descriptions. The Board or its designee may develop and issue such self-insurance Coverage Descriptions for Funds as it deems necessary or advisable. The limits of loss protection, scope of loss protection, amount of loss retention and Member contributions into a Fund shall be determined by the Coverage Description for the Fund. The Board may amend the Coverage Description or Descriptions from time to time as deems advisable. Such amended Coverage Descriptions shalt be effective for GIRMA's subsequent coverage years.

[To be completed by "New Members" joining after September 1, 2016]

This foregoing Intergovernmental Contract is entered into on behalf of City of Flowery Branch (Name of New Member), this day of December 5, 2024, by the duly authorized officer whose signature appears below.

City of Flowery Branch
(Name of New Member)

_____
Witness/title

_____
(Authorized Signature/title)

BYLAWS OF THE
BOARD OF TRUSTEES OF THE
GEORGIA INTERLOCAL RISK MANAGEMENT AGENCY

Revised and Adopted June 23, 2023

TABLE OF CONTENTS

Article		Page
I	Name and Location	1
II	Eligibility for and Renewal of Membership	1
III	Board of Trustees	2
	Section 1. General Powers	2
	Section 2. Number and Qualifications	2
	Section 3. Nomination, Election and Appointment of Trustees	2
	Section 4. Compensation	3
IV	Powers and Duties	3
	Section 1. Administrator	3
	Section 2. Board of Trustees	4
	Section 3. Fraud Investigation and Reporting	6
V	Meetings of the Board of Trustees	7
	Section 1. Regular Meetings	7
	Section 2. Special Meetings	7
	Section 3. Place of Meetings	7
	Section 4. Notices	7
	Section 5. Quorum	8
	Section 6. Manner of Acting	8
	Section 7. Proxies	8
VI	Officers	8
	Section 1. Officers	8
	Section 2. Election and Term of Office	8
	Section 3. Chairperson	9
	Section 4. Vice Chairperson	9
	Section 5. Secretary-Treasurer	9

Article		Page
VII	Board Committees	10
	Section 1. Executive Committee	10
	Section 2. Special Committee	10
	Section 3. Audit Committee	10
	Section 4. Governance	11
VIII	Fiscal Year	11
IX	Meetings of the Membership	11
	Section 1. Annual Meetings; Joint Annual Meeting	11
	Section 2. Special Meetings of the Members	12
	Section 3. Place of Meeting of the Members	12
	Section 4. Notice	12
	Section 5. Nomination of Trustees	13
	Section 6. Voting on Matters Relating to GIRMA	12
	Section 7. Quorum	13
	Section 8. Proxies	13
X	Involuntary Termination of a Membership	14
	Section 1. Reasons	14
	Section 2. Method	14
	Section 3. Data	15
	Section 4. Reinstatement	15
XI	Termination of GIRMA or GIRMA Funds	15
XII	Waiver of Notice	15
XIII	Amendments	16
	Section 1. Bylaws Amendments	16
	Section 2. Amendments to Intergovernmental Contract	16
XIV	Parliamentary Authority	16

BYLAWS OF THE
BOARD OF TRUSTEES OF THE
GEORGIA INTERLOCAL RISK MANAGEMENT AGENCY

ARTICLE I

NAME AND LOCATION

Section 1. The name of this organization shall be the Georgia Interlocal Risk Management Agency, ("GIRMA"). In October 1988, GIRMA was established by an intergovernmental contract among founding municipal corporations of Georgia for the management of liability and property damage risks, in accordance with Title 36, Chapter 85 of the Official Code of Georgia Annotated (the "Statute").

Section 2. The principal office of GIRMA is located at 201 Pryor Street, SW, Atlanta, Georgia 30303.

Section 3. Other offices for the transaction of business may be established as the GIRMA Board of Trustees (hereinafter referred to as the "Board") may determine.

Section 4. These Bylaws are adopted pursuant to the Statute, the applicable rules and regulations of the Insurance Commissioner of the State of Georgia (the "Commissioner") and the intergovernmental contract creating GIRMA (the "Intergovernmental Contract").

ARTICLE II

ELIGIBILITY FOR AND RENEWAL OF MEMBERSHIP

Section 1. Eligibility. To become a member of GIRMA, an entity must be a municipality as defined in Section 36-85-1 of the Official Code of Georgia Annotated, as amended from time to time, and must be a political subdivision of a state or an entity the income of which is excluded from gross income under the Internal Revenue Code. An entity that meets these criteria may become a member once it has taken all actions required by applicable law to join GIRMA and has been approved by GIRMA through its Administrator. Approved entities are called "Members" in these Bylaws. All Members agree to the terms of the Intergovernmental Contract.

Section 2. Members may voluntarily withdraw after completion of two full fiscal

years of Membership by providing ninety (90) days advance written notice to the Administrator.

Section 3. After the first two full fiscal years of Membership, Membership will continue unless either the Administrator or the Member provides the other with ninety (90) days advance written notice of its decision to withdraw or not to renew the contract.

Section 4. See Article X for Involuntary Termination of a Membership mid-year.

ARTICLE III

BOARD OF TRUSTEES

Section 1. General Powers. The affairs of GIRMA shall be governed by the Board of Trustees ("Board"), which shall have such general powers as are conferred by Chapter 85 of Title 36 of the Official Code of Georgia Annotated. The Board shall have discretionary authority to adopt rules and regulations and to establish policies and procedures for the operation of GIRMA and to make and enter into contracts for such services as it deems necessary or expedient, to include contracts with the Georgia Municipal Association, Inc. ("GMA") providing for payment of reasonable institutional value fees.

Section 2. Number and Qualifications. The business and property of GIRMA shall be supervised by the Board, which shall consist of all of those individuals serving on the Board of Trustees of the Georgia Municipal Employees Benefit System ("GMEBS") established pursuant to Chapter 5 of Title 47 of the Official Code of Georgia Annotated, provided that all such individuals shall be employees of or elected or appointed officers of a municipal corporation that is a Member of GIRMA. In addition to the foregoing qualifications, all Trustees initially elected or appointed on or after January 1, 2021, shall be employees of or elected or appointed officers of a municipal corporation that participates in the GIRMA Property and Liability Insurance Fund. Every new Trustee must submit a completed application to the Commissioner to serve as Trustee of this Board. If the Commissioner objects to the election or appointment, the election or appointment to the Board will be invalidated on a prospective basis.

Section 3. Nomination, Election and Appointment of Trustees. Trustees shall be nominated, elected, and appointed in accordance with the GMEBS Bylaws.

Section 4. Compensation. Trustees shall not receive any salaries for their services, but the Board may adopt a travel policy setting forth a per diem allowance or the actual expenses of attendance, if any, for attendance at regular or special meetings of the Board and attendance at Board training and educational events, including, but not limited to, those involving investment managers or other service providers.

ARTICLE IV

POWERS AND DUTIES

Section 1. Administrator. Pursuant to a contract with the Board, GMA shall serve as Administrator and provide the services necessary to safeguard the assets of GIRMA and administer GIRMA. Such services shall include serving as attorney-in-fact and performing directly or contracting with outside entities to perform other types of administration for GIRMA, including claims administration, safety engineering and general administration. The Administrator's services shall include, but are not limited to:

(a) Negotiating and managing contracts with outside agencies and consultants providing services directly to GIRMA;
(b) Establishing and maintaining administrative and financial procedures for internal and external use consistent with the policies of the Board of Trustees;
(c) In conjunction with the actuary appointed by the Board, establishing contribution rate methodologies for System Funds;
(d) Billing for contributions and assessments in accordance with the terms of the Intergovernmental Contract, and in accordance with applicable law and the Board's funding policy;
(e) Receiving, depositing, disbursing and accounting for all assets received and expended on behalf of GIRMA, and ensuring that all premiums or contributions received are timely remitted to the depository bank or banks;
(f) Establishing the method for rating the risks of individual Members;
(g) Providing risk management services including defense and settlement of claims;
(h) Receiving applications for membership from prospective new members to GIRMA and approving or denying such applications for membership in accordance with such rules or policies as are promulgated by the Board;
(i) Keeping a register of the post office address, electronic mail address and/or facsimile number of the designated contact for each Member;

(j) Fulfilling any obligations set forth in contractual documents with the Members as obligations of the Administrator;
(k) In conjunction with the investment manager and the custodian appointed by the Board, assuring that provisions are made for the valuation of assets;
(l) In conjunction with the investment consultant appointed by the Board and the custodian appointed by the Board, assuring that funds are invested and reinvested in accordance with Board policy and direction;
(m) Preparing or causing to be prepared annual fiscal reports regarding the operation of GIRMA and all other reports as directed in writing or through official action by the Board;
(n) Determining and prorating income from GMEBS investments to the appropriate GIRMA Fund;
(o) Arranging for the payment of claims due under GIRMA;
(p) Providing information about GIRMA and offering technical support to the designated contact of the Member as appropriate;
(q) Providing the Commissioner a copy of the contract with the Administrator and any amendments to the contract to the extent required by law;
(r) Maintaining a fidelity bond and errors and omissions coverage or other appropriate liability insurance as required by applicable law and Commissioner regulations, and filing evidence of such coverage with the Commissioner to the extent required by law;
(s) Receiving, reviewing and processing all correspondence submitted to GIRMA;
(t) Assuring that all GIRMA files and records are maintained and available at all times to the Board;
(u) Preparing and submitting all documents required to be filed with the Commissioner in accordance with applicable regulations;
(v) Supporting legal compliance of GIRMA, and where appropriate, notifying the Board of actions taken or recommended in order to maintain compliance;
(w) Recommending policies to the Board;
(x) Preparing and submitting to the Board, prior to the beginning of each fiscal year, a proposed budget for GIRMA for that fiscal year for review, revision and approval by the Board; and
(y) Providing such other administrative assistance as may be requested in writing or through official action of the Board and approved by the Administrator.

Section 2. Board of Trustees. In addition to its general powers set forth in Article III, the Board has the following specific powers and duties:

(a) To provide general oversight of the operation of GIRMA and its business activities in accordance with these Bylaws, applicable

federal and state statutes, and applicable governmental regulations;

(b) To incur debts, liabilities and obligations;

(c) To acquire, hold, encumber or dispose of real and personal property;

(d) To sue or be sued in the name of the GIRMA, and take all measures necessary or desirable in the prosecution or defense of claims;

(e) To establish and arrange for the administration of such group self-insurance funds as the Board deems advisable;

(f) To pay authorized losses on behalf of GIRMA Members participating in a fund or funds;

(g) To employ legal counsel, accountants and such other professional services as it from time to time shall deem necessary;

(h) To appoint an investment consultant, actuary, custodian and auditor for GIRMA on an annual basis, and to appoint investment managers as needed;

(i) To establish an excess loss funding program as the Board deems necessary to protect the interest of the Members and GIRMA;

(j) To contract for reinsurance with the advice of the Administrator;

(k) To adopt rules and general policies necessary or appropriate for the efficient operation of GIRMA, which shall be followed by all committees, officers, agents and independent contractors providing services for GIRMA;

(l) To enter into contracts for services provided directly to GIRMA by entities other than the Administrator;

(m) To enter into contracts with GMA to serve as Administrator, and for licensing and other services, which may include providing for payment of reasonable institutional value fees;

(n) To adopt underwriting guidelines that describe the requirements for admission and continued participation of Members;

(o) To approve proper accounting and reporting procedures so that the Members shall be apprised of the nature of the claims arising within their jurisdiction, the manner in which these claims are being processed, and the impact of the claims upon GIRMA;

(p) To take all necessary precautions to safeguard the assets of GIRMA, including but not limited to the following:

    (1) Adopting an annual budget for each fiscal year of GIRMA;

    (2) Retaining control of all monies collected or disbursed for GIRMA; all funds of any type shall remain in the custody of the Trustees or the custodian appointed by the Board;

    (3) Having the accounts and records of the GIRMA audited annually or at any time which may be required for any

governmental agency to implement any uniform accounting system, and making copies of each year's audits available during that year to each Member, and, to the extent required by law, to the Commissioner; and

(4) Abiding by all applicable federal and state statutes and administrative regulations;

(q) To expend GIRMA assets for the purpose of purchasing fiduciary liability and general insurance deemed appropriate by the Trustees;

(r) To approve dividends. That portion of premium contributions not needed for payment of claims, administrative expenses and/or appropriate reserves may be returned to the Members of GIRMA from time to time, in such amounts and proportions as the Board, in its discretion, may determine is proper, in accordance with applicable law and Commissioner regulations. No surplus accumulations may be returned if such payment will impair the capital stability and/or security of GIRMA. Any participant who withdraws and/or is not in good standing at the time of such distribution may be barred from receiving any portion of the distribution or may be subject to such restrictions as the Board, in its discretion, may impose;

(s) To establish the method for collection of any assessments of Members, which become necessary to meet any financial deficiency of GIRMA or of any fund;

(t) To approve revisions to the Intergovernmental Agreement when appropriate or necessary and submit the revisions to the Membership for approval at a regular or special meeting of the Membership;

(u) To establish a group self-insurance fund or funds comprised of public monies from contributions of Members in order to pool and jointly self-insure the risks of general liability, motor vehicle liability, property damage, or any combination of such risks;

(v) To establish a schedule of Member contributions which shall annually produce a sum of money necessary to pay the administrative expenses of GIRMA, to create adequate loss reserves for each fund and to meet any capital or surplus requirements. Each Member's contribution shall be determined in accordance with the method established by the Board; and

(w) To perform any other function incident to their office and in keeping with applicable Georgia laws and the regulations of the Commissioner.

Section 3. Fraud Investigation and Reporting. Allegations of fraud relating to the Fund shall be reported to the Chair, Vice Chair, Secretary-Treasurer or the Administrator's Deputy Executive Director of RMEBS, who shall be charged with immediately notifying the

Secretary-Treasurer and the Deputy Executive Director of RMEBS, if they were not previously notified, and the Administrator of such allegation. The Administrator shall promptly report suspected fraud to the Office of the Commissioner of Insurance and Safety Fire Criminal Investigations Division in accordance with its stated procedures, and to the Board.

ARTICLE V

MEETINGS OF THE BOARD OF TRUSTEES

Section 1. Regular Meetings. The Board may provide for the time and place for the holding of regular meetings of the Board and shall hold at least two (2) regular meetings of the Board per year.

Section 2. Special Meetings. Special meetings of the Board may be called by the Chairperson and, in his or her absence, by the Vice Chairperson, or upon the request of one-third of the members of the Board. The person or persons authorized to call special meetings of the Board may choose the place and date for the holding of the special meeting called. By unanimous consent of the Trustees, special meetings of the Board may be held without notice at any time and place in compliance with these Bylaws so long as any requirements of applicable law are satisfied. All notices of special meetings of the Board shall state the purposes thereof.

Section 3. Place of Meetings. All in-person meetings shall be held in the State of Georgia. All references in these Bylaws to the "place" of a meeting include a virtual place accessed via telecommunications or electronically, and notice of the location of such a virtual place shall include instructions for accessing the meeting.

Section 4. Notices. Notice of any regular or special meeting of the Board shall be given at least ten (10) days prior to such meeting by written notice sent by mail, facsimile or electronic mail to each Trustee at the Trustee's address as shown by the records of the Board. The notice shall state the time, date, and place of the meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States Mail in a sealed envelope properly addressed, with postage thereon prepaid. Notice given by electronic means, either facsimile or electronic mail, shall be deemed to be delivered when sent. Any Trustee may waive notice of any meeting. The attendance of any Trustee at any meeting shall constitute a waiver of notice of such meeting, except when a Trustee attends a meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called or convened. The notice of a special meeting shall state the purpose

of the meeting. Business to be transacted at a regular meeting need not be specified in the notice or waiver of notice of such meeting, unless specifically required by statute or these Bylaws.

Section 5. Quorum. Eight Trustees shall constitute a quorum for the transaction of business at any meeting of the Board. In the absence of a quorum, a majority of the Board participating may adjourn the meeting from time to time without further notice. Trustees may participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all Trustees participating may simultaneously hear each other during the meeting.

Section 6. Manner of Acting. The act of a majority of Trustees participating in a meeting (including those participating by proxy or those participating remotely) shall be the act of the Board, unless the act of a greater number is required by statute, regulation, or the Bylaws.

Section 7. Proxies. At any meeting of the Board, a Trustee entitled to vote may vote by proxy executed in writing (which writing may be electronic) by the Trustee or by his or her duly appointed attorney in fact. Proxies shall be recorded by the Secretary-Treasurer prior to the commencement of each meeting of the Board and shall be noted in the minutes.

ARTICLE VI

OFFICERS

Section 1. Officers. The officers of the Board of Trustees shall consist of a Chairperson, Vice Chairperson and Secretary-Treasurer.

Section 2. Election and Term of Office. The Chairperson and Vice Chairperson of the Board shall be the Trustees elected by the GMEBS Trustees to serve as the Chairperson and Vice Chairperson of the Board of Trustees of GMEBS, provided that such Chairperson and Vice Chairperson are employees of or appointed or elected officials of a municipal corporation that is a GIRMA Member. Additionally, effective on or after January 1, 2021, only Trustees who are employees of or appointed or elected officials of a municipal corporation that participates in the GIRMA Property and Liability Insurance Fund may serve as Chairperson or Vice Chairperson. Every new Chairperson or Vice Chairperson must submit a completed application to the Commissioner to serve as an officer of this Board. If the Commissioner objects to his or her

election, the election will be invalidated on a prospective basis. The GMA Executive Director shall serve as the Secretary-Treasurer.

Section 3. Chairperson. The Chairperson shall be the principal executive officer of the Board and shall in general supervise and control all of the business and affairs of the Board. The Chairperson shall: preside at all meetings of the Members and the Board; call the annual meeting of the GIRMA Membership; sign contracts with GMA which the Board has authorized; call regular and special meetings of the Board; appoint an executive committee and special committees of the Board; serve as an ex-officio member of special committees; serve as chairperson of the executive committee; and perform such other duties as may be prescribed from time to time by the Board or as are consistent with the duties of the office of Chairperson.

Section 4. Vice Chairperson. The Vice Chairperson shall: assist and aid the Chairperson whenever required in carrying out the duties of the Chairperson; preside at all meetings of the Members of GIRMA and of the Board in the absence of the Chairperson; be authorized to act on behalf of the Chairperson in the event of the Chairperson's incapacity or other failure to serve; and perform such other duties as may be assigned by the Chairperson or Board from time to time.

Section 5. Secretary-Treasurer. The offices of Secretary and Treasurer shall be combined. The Secretary-Treasurer is a non-voting member of the Board. The Secretary-Treasurer is delegated the authority to perform, and is responsible to the Board for performing, the following duties either directly or through his or her designee:

(a) Notifying Members of the time, date and place of annual Member meetings and soliciting and recording proxies for those unable to attend such meetings, and seeing that all other meeting notices required by these Bylaws or applicable law are duly provided;
(b) Notifying Trustees of Board meetings and soliciting and recording proxies for those unable to attend meetings, and seeing that all other meeting notices required by these Bylaws or applicable law are duly provided;
(c) Keeping a register of the post office address, electronic mail address and/or facsimile number of each member of the Board which shall be furnished to the Secretary-Treasurer by such Trustee;
(d) Performing all the duties consistent with the office of Secretary-Treasurer and such other duties as from time to time may be assigned to him or her by the Chairperson or the Board;

(e) Executing contracts with service providers performing services directly to the Fund (except for contracts with GMA) after such service providers have been approved by the Board;
(f) Serving as a permanent non-voting member of all Board committees, including but not limited to the Executive Committee; and
(g) Signing all checks, drafts, or orders for the payment of money, notes or other evidences of indebtedness issued in the name of GIRMA, except as otherwise stated by resolution of the Board.

ARTICLE VII

BOARD COMMITTEES

Section 1. Executive Committee. The Executive Committee shall be comprised of the five Trustees who serve on the GMEBS Executive Committee: the Chairperson, Vice-Chairperson, immediate past chairperson and two Trustees appointed by the Chairperson, provided that such Trustees are employees of or appointed or elected officials of municipal corporations that participate in the GIRMA Property and Liability Insurance Fund. The Executive Committee shall recommend policies, review and recommend program operating budgets, and act on behalf of the Board in the interim between Board meetings.

Section 2. Special Committee. The authority of a special committee is limited to the charge given the committee by the Chairperson when establishing such committee; however, the designation of such committee and the delegation of authority thereto shall not operate to relieve the Board, or any individual Trustee, of any responsibility imposed upon it or upon the Trustee by law. Each special committee appointed shall be deemed to have concluded its work upon reporting back to the Board.

Section 3. Audit Committee. The Audit Committee shall be comprised of the five Trustees who serve on the GIRMA Executive Committee. The Audit Committee shall meet at least once annually and is responsible for the duties set forth in Rule 120-2-60.14 of the Georgia Department of Insurance, including but not limited to annually selecting the auditor for the next fiscal year (subject to ratification by the full Board), reviewing the annual audit and following its approval of the annual audit, and reporting on and recommending the annual audit to the full Board for approval.

The Administrator shall schedule an annual meeting of the GIRMA Audit Committee to receive a report on, review, and vote to approve

or disapprove the annual audit and to select the auditor for the following year, subject to ratification by the full Board. This annual audit committee meeting may be held jointly with the annual audit committee meetings of the GMEBS and GMA WCSIF audit committees, provided that the Audit Committee receives a report specific to GIRMA and holds discussion and a vote on the GIRMA annual audit independently of any discussion or votes taken concerning the GMEBS or GMA WCSIF annual audit.

Section 4. Governance. The Notice, Quorum, Manner of Acting, and Proxies sections under Article V "Meetings of the Board of Trustees" shall apply to meetings of Board Committees, except that all references to Trustees in those sections shall be replaced with "Committee Members", all references to the Board shall be replaced with "Board Committee", and a majority of the Committee members shall constitute a Quorum.

ARTICLE VIII

FISCAL YEAR

Section 1. GIRMA shall operate on a fiscal year from 12:01 a.m. January 1 to 12:01 a.m. January 1 of each succeeding year. Each fiscal year shall be maintained separately for accounting purposes.

ARTICLE IX

MEETINGS OF THE MEMBERS

Section 1. Annual Meetings; Joint Annual Meeting. For the convenience of Members, when feasible, the Administrator shall schedule an annual, in-person meeting of GIRMA Members during the Administrator's annual convention in an appropriate location. The annual, in-person meeting of the Members shall be held for the purposes of electing members to the GMEBS Board of Trustees, all of which also serve on the Board of Trustees of GIRMA and of the GMA Workers Compensation Self-Insurance Fund ("GMA WCSIF"), delivering of a statement of the general financial condition of GIRMA and transacting such other business as may come before the meeting. For the purpose of electing Trustees, the annual, in-person meeting of the Members shall be held jointly with the annual meetings of the "Members" of GMEBS ("GMEBS Members") and the "Members" of GMA WCSIF ("GMA WCSIF Members"), as defined in their respective bylaws. For purposes of this Article, this

meeting shall be referred to as the "Joint Annual Meeting" and the GMA WCSIF Members, GIRMA Members and GMEBS Members shall be collectively referred to as the "Voting Employers". In all manner, substance and effect, elections of Trustees to the Board shall take place simultaneously with and in the manner described in Article IX of the GMEBS bylaws. An oral report on the general financial condition of GIRMA shall be given to GIRMA Members at each annual meeting. At the same meeting, a written copy of this report shall be made available to the GIRMA Members by the Board Chairperson or his or her designee.

Section 2. Special Meetings of the Members. If the election of Trustees is not held as designated herein at the annual, in-person meeting of the Members provided for in Section 1 above, or at any adjournment thereof, the Board shall cause the Trustee election to be held at a special meeting of the Members, jointly with the GMA WCSIF Members and the GMEBS Members, as soon thereafter as is reasonably convenient. Special meetings of the Members may be called by the chairperson of the Board or by not less than one-fourth (l/4) of the entities comprising the GIRMA Members.

Section 3. Place of Meeting of the Members. The Board of Trustees may designate any place within the State of Georgia as the place of meeting for any special meeting of the Members.

Section 4. Notice. Written notice stating the place, date and hour of any meeting of the Members shall be delivered by mail, electronic mail or facsimile, to each Member entitled to vote at such meeting, not less than ten (10) and no more than ninety (90) days before the date of such meeting, by or at the direction of the Chairperson, or the Secretary-Treasurer, or the officers or persons calling the meeting. In the case of a special meeting or when required by statute or by these Bylaws, the purpose or purposes for which the meeting is called shall be stated in the notice. If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Member at its address as it appears on the records of the Administrator, with postage thereon prepaid. If notice is given electronically, either by electronic mail or facsimile, such notice shall be deemed to be delivered when sent to the electronic address for the Member as shown by the records of the Administrator.

Section 5. Nomination of Trustees. Nomination of Trustees shall be made in accordance with the GMEBS Bylaws.

Section 6. Voting on Matters Relating to GIRMA (Other than Trustee Elections). Each Member shall be entitled to one (1) vote on each matter that the Board submits to a vote of the Members (other than Trustee elections). The vote of each Member shall be cast by its designated representative. Unless otherwise indicated in writing by a Member's chief executive or chief administrative officer, a Trustee shall be considered the designated representative for the Member for which he or she serves as an elected or appointed officer or employee. For each other Member, the chief executive or chief administrative officer shall be its designated representative. Except in the case of matters relating to the election or term limits of Trustees, no formal action will be taken based upon any Member vote without the consent of a majority of the Board present. The Board may in its discretion conduct a Member vote by mail ballot. In such case the mail ballot shall be deemed to be delivered when it is mailed or sent via facsimile or electronic mail in the manner required for provision of meeting notices under Section 4 above. The Board shall afford a reasonable period of time for return of mail ballots by Members. A majority vote of those Members voting shall be required for action on any matter submitted to a vote by mail ballot. With respect to election of Trustees, the applicable provisions of the GMEBS Bylaws shall control.

Section 7. Quorum. There is no quorum requirement. Rather, a majority vote of those Members voting in person or by proxy at a meeting shall be required for approval of any matter submitted to the Members for a vote.

Section 8. Proxies. At any meeting of the Members, a Member entitled to vote may vote by proxy executed in writing (which writing may be electronic) by the Member or by its designated representative. Proxies must be submitted to the Administrator at least 14 days prior to the meeting, unless a shorter period is necessary due to circumstances beyond the designated representative's control. Proxies shall be recorded by the Secretary-Treasurer prior to the commencement of the Annual Meeting and shall be noted in the minutes.

ARTICLE X

INVOLUNTARY TERMINATION OF A MEMBERSHIP

Section 1. Reasons. A Member may be involuntarily terminated as a Member of GIRMA in the middle of the year, and not as a result of GIRMA's

non-renewal, for:

(a) Failure to timely pay its contribution, assessment, or otherwise to discharge its financial obligations to GIRMA when due;
(b) Failure to timely report to the Administrator, or its designee accidents or other incidents which might involve indemnifications from GIRMA or from a fund established by GIRMA;
(c) Failure to comply with the loss control and written management recommendations of GIRMA or GIRMA's representatives or agents;
(d) Failure to comply with any requirements contained within a coverage description of a fund in which the Member participates;
(e) Excessive losses; or
(f) Failure to comply with the law, rules and regulations of the Georgia Insurance Commissioner, or the Intergovernmental Contract establishing GIRMA or these Bylaws.

Section 2. Method. Termination for failure to pay a contribution or assessment when due, or for failure to otherwise discharge its obligations to a fund or to GIRMA when due shall be accomplished by written notice stating the time the termination will be effective, not less than fifteen (15) days from the date of notice, to be delivered in person or by depositing such notice in the U.S. Mail by at least first class mail to the last address of record of the Member, and receiving the receipt provided by the United States Postal Service for such deposit. Such notice may or may not be accompanied by a tender of the unearned premium paid by the Member, calculated on a pro rata basis. If such tender is not made simultaneously with such notice, it shall be made within fifteen (15) days of notice of termination, unless an audit or rate investigation is required, in which case such tender shall be made as soon as practicable.

Involuntary termination for any other cause shall require forty-five (45) days advance written notice.

The Commissioner of Insurance of the State of Georgia shall be furnished a copy of any termination notice forwarded to a Member.

Section 3. Data. GIRMA will provide any terminated Member the data reasonably necessary for transition to a replacement insurer.

Section 4. Reinstatement. Reinstatement shall be upon such terms as the Board may impose.

ARTICLE XI

TERMINATION OF GIRMA OR GIRMA FUNDS

Section 1. GIRMA shall cease its activities upon affirmative vote of not less than two thirds (2/3) of the Board requiring such cessation, with advance approval of the Commissioner if required by law. The Board may also terminate the existence of any fund or funds it has established by a majority vote of the Board, with advance approval of the Commissioner if required by law. To the extent of money remaining in a terminated fund, however, GIRMA shall continue to pay Members' claims and losses incurred prior to the date of a Fund's termination until the money in the terminated fund is exhausted. In the event that revenues remain in a terminated fund after payment of all claims, losses and other expenses, the Board may determine the method for calculating refunds to those Members who were Members at the time the fund ceased its activities. The Board shall determine the method that shall be used for the sale and distribution of proceeds in the event that there should be any property, real or personal, belonging to GIRMA at its termination. In the event of GIRMA's termination, the Board shall continue to meet for such period of time and with such frequency as may be necessary to wind down the affairs of GIRMA. The Board shall be authorized to sell, transfer or otherwise assign the processing and payment of claims to a third party in the event of termination of GIRMA or in the event of termination of a fund.

Section 2. The Commissioner may terminate GIRMA or any of its Funds only in accordance with applicable law, and subject to GIRMA's rights under applicable law.

ARTICLE XII

WAIVER OF NOTICE

Section 1. Whenever any notice is required to be given under the provisions of these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE XIII

AMENDMENTS

Section 1. Bylaws Amendments.

(a) The Board shall have power to amend or repeal the Bylaws by an affirmative two-thirds majority vote of the Board at any regular or special meeting of the Board.
(b) Written notice of proposed amendment(s) or repeal, including the language of the proposed amendment(s) or repeal, must be mailed or electronically provided to each Member not less than thirty (30) days prior to the meeting in which they are presented to the Board for adoption. Notice of approved bylaws amendments or repeal shall be provided to the Members at the next annual or special meeting of the Members following the Board's approval of such amendment(s) or repeal.

Section 2. Amendments to Intergovernmental Contract. Any amendment to the Intergovernmental Contract must be approved by a majority of the Members voting at a meeting of the Members.

ARTICLE XIV

PARLIAMENTARY AUTHORITY

Section 1. To govern processes and relationships within the organization in cases not provided for in statute or Bylaws, the current edition of Robert's Rules of Order shall be used. However, by resolution, the Board may determine to follow instead any set of Rules of Order determined by the Administrator's General Counsel or by the Board's separate legal counsel to be appropriate.

GEORGIA FIRST RESPONDER PTSD PROGRAM

ACCG | GEORGIA MUNICIPAL ASSOCIATION

GMA - GIRMA Georgia First Responder PTSD Program
Proposal for Coverage

Effective Date: January 1, 2025
Anniversary Date: January 1

Member: City of Flowery Branch
Member Number: 0000526
Insurer: Metropolitan Life Insurance Company (MetLife)

There are two coverage components required by House Bill 451 (2024) effective January 1, 2025:

1) Lifetime Critical Illness Lump Sum PTSD Diagnosis Benefit
2) Lifetime Long-Term PTSD Disability Benefit (Income Replacement)

The GMA-GIRMA Critical Illness Lump Sum PTSD Diagnosis Benefit and Long-Term Disability (Income Replacement) coverage components are designed to comply with House Bill 451 when purchased together. However, a city is permitted to purchase only one component if you have existing coverage that complies with the new law.

Estimated annual premiums are based on the Eligible First Responder census data provided by the city. While the premiums below are estimated annual amounts, the city will be billed on a semiannual basis in an amount that reflects the city's updates to the census.

Component 1: Lump Sum PTSD Diagnosis Benefit – All First Responders		
Lifetime Benefit per first responder:	$3,000	**(Mandated Limit)**
Lump Sum PTSD Diagnosis Benefit - Estimated Annual Premium for All First Responders:		**$1,150.00**

Component 2: PTSD Disability Limit		
Employed First Responders		
Monthly benefit:	60% of pre-disability first responder earnings	
Maximum monthly benefit per first responder:	$5,000	
Estimated Annual Premium for Employed First Responders:		**$2,550.00**
Volunteer First Responders		
Monthly Benefit per first responder:	$1,500	
Estimated Annual Premium for Volunteer First Responders:		**$0.00**
PTSD Disability Limit – Estimated Annual Premium for All First Responders:		**$2,550.00**

Estimated Annual Premium for Components 1 & 2: Lump Sum PTSD Diagnosis Benefit and PTSD Disability Benefit	**$3,700.00**

This proposal is valid for 30 days after proposal is issued or until the effective date, whichever is later.
This overview is not a part of the policy(ies) and does not provide or explain all provisions of the policy(ies).

GEORGIA FIRST RESPONDER
PTSD PROGRAM
ACCG GEORGIA MUNICIPAL ASSOCIATION

Optional Limits for Consideration:

The coverage limits reflected for Lump Sum PTSD ($3,000) and PTSD Disability Benefit (60% of earnings for employees and $1,500/month for volunteers) on Page 1 of the Proposal for Coverage reflect the mandated amounts required by HB 451. However, if your city would like to purchase additional limits above the mandated amounts, the pricing is outlined in the table below. You can select a higher limit for Lump Sum PTSD only, a higher limit for PTSD Disability only, or a higher limit for both coverages. To elect a higher limit, please check the box beside the chosen limit(s).

***If you do NOT want to elect a higher limit, you can disregard this form. If optional limits are not selected, coverage will default to the minimum required limits in HB 451.**

In order to bind coverage for this program (mandated OR optional limits), the executed Application and Participation Agreement as well as the enrollment documents are required.

Lump Sum PTSD Diagnosis Limit	Total Premium Cost at Higher Limit	Check to increase limit
$5,000	$3,950.00	
$10,000	$4,600.00	
$15,000	$5,250.00	

PTSD Disability Benefit (Class 2 Volunteers ONLY)	Total Premium Cost at Higher Limit	Check to increase limit
$2,000	$3,700.00	

This document must be signed and returned to Lockton at gfrptsd@lockton.com for the higher limits to be effective.

City Name: _____

Name of Authorized City Employee:_____

Title of Authorized City Employee: _____

Signature of Authorized City Employee: _____

Date: _____

This proposal is valid for 30 days after proposal is issued or until the effective date, whichever is later.
This overview is not a part of the policy(ies) and does not provide or explain all provisions of the policy(ies).

Definitions of ‘First Responder’ in HB 451

According to HB 451 (2024), 'First responder' in OCGA 45-25-2 means any of the following:

(A) 'Communications officer' as defined in Code Section 37-12-1;

> (5) “Communications officer” means and includes any person employed by a public safety agency to receive, process, or transmit public safety information and dispatch law enforcement officers, firefighters, medical personnel, or emergency management personnel.

(B) 'Correctional officer' as defined in Code Section 45-1-8;

> (a)(1) “Correctional officer” means any person who is authorized to exercise the power of arrest and who is employed or appointed by the Department of Corrections or the State Board of Pardons and Paroles.

(C) 'Emergency medical professional' as defined in Code Section 16-10-24.2;

> (a)(1) “Emergency medical professional” means any person performing emergency medical services who is licensed or certified to provide health care in accordance with the provisions of Chapter 11, Chapter 26, or Chapter 34 of Title 43.

(D) 'Emergency medical technician' as defined in Code Section 16-10-24.2;

> (a)(2) “Emergency medical technician” means any person who has been certified as an emergency medical technician, cardiac technician, paramedic, or first responder pursuant to Chapter 11 of Title 31.

(E) 'Firefighter' as defined in Code Section 25-4-2;

> (6) “Firefighter” means a recruit or a trained individual who is a full-time employee, part-time employee, or volunteer for a municipal, county, state, or private incorporated fire department and as such has duties of responding to mitigate a variety of emergency and nonemergency situations where life, property, or the environment is at risk, which may include without limitation fire suppression; fire prevention activities; emergency medical services; hazardous materials response and preparedness; technical rescue operations; search and rescue; disaster management and preparedness; community service activities; response to civil disturbances and terrorism incidents; nonemergency functions including training, preplanning, communications, maintenance, and physical conditioning; and other related emergency and nonemergency duties as may be assigned or required; provided, however, that a firefighter’s assignments may vary based on geographic, climatic, and demographic conditions or other factors including training, experience, and ability.

(F) 'Highway emergency response operator' as defined in Code Section 45-1-8;

> (a)(5) “Highway emergency response operator” means a person employed by the Department of Transportation who operates a towing or recovery vehicle or highway maintenance vehicle.

(G) 'Jail officer' as defined in Code Section 45-1-8;

> (a)(6) “Jail officer” means any person who is employed or appointed by a county or municipality and who has the responsibility of supervising inmates confined in a municipal or county detention facility.

(H) 'Juvenile correctional officer' as defined in Code Section 45-1-8;

> (a)(7) “Juvenile correctional officer” means any person employed or appointed by the Department of Juvenile Justice whose primary responsibility is the supervision and control of youth confined in its programs and facilities.

(I) 'Peace officer' as defined in Code Section 35-8-2;

> (8) “Peace officer” means, for purposes of this chapter only:
> (A) An agent, operative, or officer of this state, a subdivision or municipality thereof, or a railroad who, as an employee for hire or as a volunteer, is vested either expressly by law or by virtue of public employment

or service with authority to enforce the criminal or traffic laws through the power of arrest and whose duties include the preservation of public order, the protection of life and property, and the prevention, detection, or investigation of crime;

(B) An enforcement officer who is employed by the Department of Transportation in its Office of Permits and Enforcement and any person employed by the Department of Juvenile Justice who is designated by the commissioner to investigate and apprehend delinquent children and any child with a pending juvenile court case alleging the child to be a child in need of services;

(B.1) Personnel who are authorized to exercise the power of arrest, who are employed or appointed by the Department of Juvenile Justice, and whose full-time duties include the preservation of public order, the protection of life and property, the detection of crime, the supervision of delinquent children in the department's institutions, facilities, or programs, or the supervision of delinquent children under intensive supervision in the community;

(C) Personnel who are authorized to exercise the power of arrest and who are employed or appointed by the Department of Corrections, the Department of Community Supervision, the State Board of Pardons and Paroles, municipal correctional institutions employing 300 or more correctional officers, county probation systems, and county correctional institutions; and

(D) An administrative investigator who is an agent, operative, investigator, or officer of this state whose duties include the prevention, detection, and investigation of violations of law and the enforcement of administrative, regulatory, licensing, or certification requirements of his or her respective employing agency.

Law enforcement support personnel are not peace officers within the meaning of this chapter, but they may be certified upon voluntarily complying with the certification provisions of this chapter.

(J) 'Probation officer' as defined in Code Section 45-1-8; and

(a)(8) "Probation officer" means a community supervision officer, county or Department of Juvenile Justice juvenile probation officer, or probation officer serving pursuant to Article 6 of Chapter 8 of Title 42.

(K) Law enforcement officer with the Department of Natural Resources.

GEORGIA INTERLOCAL RISK MANAGEMENT (GIRMA)
FIRST RESPONDER PTSD APPLICATION AND PARTICIPATION AGREEMENT

Employers eligible to participate in GIRMA (hereinafter a "Participating Employer" or "Employer") shall complete this Application and Participation Agreement in order to purchase First Responder PTSD coverage fully insured by MetLife under the GIRMA Fund C Master Policy for a Lump Sum PTSD Diagnosis Benefit, a PTSD Disability (Income Replacement) Benefit, or a Combined Lump Sum PTSD Diagnosis Benefit and PTSD Disability (Income Replacement) Benefit. Once approved by GIRMA's Program Administrator, the Participating Employer will receive a one-page Summary of Benefits identifying the purchased coverage(s) (the "First Responder PTSD Policy") and a link to the Policy Certificate for the purchased coverage(s), so it may make these available to individuals performing service for them as an employed or volunteer "First Responder" as defined below ("First Responders").

Who Does What?

- GIRMA is the Policyholder of a First Responder PTSD Policy insured by MetLife, which provides a Lump Sum Benefit and a Disability (Income Replacement) Benefit. These coverages together are designed to meet the requirements of the Ashley Wilson Act (the "Act"), effective January 1, 2025.
- Georgia Municipal Association, Inc., ("GMA") is the Program Administrator for GIRMA. GMA uses information from the First Responder census data provided by the Participating Employer to bill for the premiums due under the First Responder PTSD Policy and maintains (either directly or through the broker for the First Responder PTSD Policy) Participating Employers' Application and Participation Agreements.
- Participating Employers are responsible for providing census data to GMA's broker that identifies all First Responders (as defined below) performing first responder services for them, classifying the First Responders by statutory definition and as employed or volunteer, and identifying those First Responders who are First Responders for another Public Entity.
- Participating Employers are responsible for submitting complete and accurate census data and paying premiums to GMA, communicating with First Responders about the coverages the Employer provides, providing the Summary of Benefits and link to the applicable Certificate to First Responders, and providing all requested information and documentation requested by GMA's broker to ensure the census is current.
- Participating Employers are responsible for designating an authorized member of human resources staff to receive inquiries from MetLife related to work requirements or work status for disability claims and provide all information requested by MetLife for that purpose.
- To comply with the confidentiality provisions of the Act, GMA and its broker will not inform Participating Employers whether a First Responder has submitted a claim for benefits or received any such benefits.
- Participating Employers are responsible for ensuring that any information in their possession related to claims, and any other information that would reasonably identify an individual as having been diagnosed with PTSD, is used only in accordance with applicable laws and is kept confidential in the same way as mental health information related to an employer sponsored major medical plan or employee assistance program.
- Participating Employers are prohibited by law from taking any employment action solely as a result of a First Responder's diagnosis, claims, or benefits.
- MetLife evaluates claims and pays approved claims under the First Responder PTSD Policy. All claims for benefits must be submitted to MetLife.
- First Responders do not need to inform the Participating Employer that they are making a claim.
- Neither GIRMA nor GMA have any role in claim determination or payment.

Definition of First Responder. A First Responder for the Participating Employer is an individual who meets one or more of the following definitions as a result of services he or she performs for the Participating Employer as an employee or volunteer:

(A) 'Communications officer' as defined in Code Section 37-12-1;
(B) 'Correctional officer' as defined in Code Section 45-1-8;
(C) 'Emergency medical professional' as defined in Code Section 16-10-24.2;
(D) 'Emergency medical technician' as defined in Code Section 16-10-24.2;
(E) 'Firefighter' as defined in Code Section 25-4-2;
(F) 'Highway emergency response operator' as defined in Code Section 45-1-8;
(G) 'Jail officer' as defined in Code Section 45-1-8;
(H) 'Juvenile correctional officer' as defined in Code Section 45-1-8;
(I) 'Peace officer' as defined in Code Section 35-8-2;
(J) 'Probation officer' as defined in Code Section 45-1-8; and
(K) Law enforcement officer with the Department of Natural Resources.

Employer Obligations:

- Employer shall not require any kind of contribution from First Responders for the coverage(s) provided under the First Responder PTSD Policy.
- Employer is solely responsible for identifying all First Responders (as defined above). Any questions about First Responder status should be resolved by contacting legal counsel. Participating Employers that are members of GIRMA's Property and Liability Fund may call the GIRMA HelpLine at 800-721-1998 for free legal advice about whether an individual meets the statutory definition.
- Employer is solely responsible for keeping an accurate list of all First Responders, and providing correct and complete information to GMA's broker.
- Employer shall submit initial First Responder census data to the GMA broker in the form requested, and must update this census data as requested in order to ensure that all First Responders are properly identified and classified.
- The Employer's cost for coverage under the First Responder PTSD Policy will be based on the most recent census data at the time of billing.
- Employer shall provide the Summary of Benefits and a link to the applicable Certificate to all First Responders at no charge, and shall provide a copy of the applicable Policy to First Responders upon request.
- If the Policy is terminated for any reason, Employer shall provide notification of termination to all First Responders.
- Whenever requested to do so by MetLife or GMA, Employer shall provide MetLife or GMA the information requested.

Benefits Exempt from Income Tax:

- MetLife has determined that benefits it will pay under the policy are not subject to state or federal income taxation. Accordingly, MetLife will not report benefits to the IRS or withhold any amounts from benefit payments.
- MetLife will advise benefit recipients that benefits are not subject to federal or state income tax, so MetLife will not withhold taxes or provide a 1099 or W-2 or report benefit payments to the IRS. MetLife will remind benefit recipients that the benefits may offset other benefits received by the recipient or have other tax consequences and encourage them to consult their tax advisor for guidance.
- MetLife will provide a summary of benefits to the benefits recipient upon request.
- Legal counsel to GIRMA has advised GIRMA of the following:

- The Ashley Wilson Act provides that benefits payable pursuant to the Ashley Wilson Act are not subject to Georgia income tax.
- Benefits payable under the policy to First Responders (as defined in the statute) are not subject to federal income tax because the Ashley Wilson Act is a statute in the nature of a workers' compensation act under Treas. Reg. Section 1.104-1(b) and the MetLife policy bases benefits solely on diagnosis of work-related injuries or sickness as described in the Act.
- Participating Employers have no tax obligations arising from payment of benefits to their First Responders.

- A copy of the opinion letter is available upon request.

Information Privacy and Security:

- See the attached PTSD Privacy Notice, which will be posted on the website where policy information is published. This Notice explains the privacy requirements of the Ashley Wilson Act and how individually identifiable information is used and shared.
- As a critical illness and disability policy, the PTSD Program is not subject to the federal information privacy and security law that applies to group health plans (HIPAA). However, GMA, the GMA broker, and MetLife protect individually identifiable information and use and share it only in accordance with the privacy provisions of the Ashley Wilson Act and any other applicable privacy laws.
- Participating Employers will provide census data to GMA's broker using a secure portal established by the broker.

Desired Coverage (See Attached Proposal for Estimated Annual Premiums):

Participating Employer is applying for and agreeing to purchase the <u>First Responder PTSD Combined Lump Sum Diagnosis Benefit and PTSD Disability (Income Replacement) Benefit</u> unless the following option is checked.

___ First Responder Lump Sum PTSD Diagnosis Benefit Only* *(Alone, this coverage does NOT meet the requirements of the Ashley Wilson Act. Leave BLANK if you want the full coverage.)*

The coverage elected above automatically renews at each anniversary of the effective date, based on then current premiums established by the Program Administrator. Coverage may be terminated in accordance with the GIRMA Bylaws regarding termination of membership in a GIRMA Fund.

On behalf of City of Flowery Branch **[Name of Participating Employer],** Hall **County, Georgia, I submit this Application and Participation Agreement and agree to its terms.**

Signature: _____ Date: _____

Print Name: _____ Title: _____

Privacy Notice for Georgia First Responders PTSD Program

This Privacy Notice describes the individually identifiable information about First Responders that Program Administrators of the Georgia First Responders PTSD Program collect and how it is used and shared.

PROGRAM ADMINISTRATORS: Certain employees of Georgia Municipal Association ("GMA") and Association County Commissioners of Georgia ("ACCG") provide administrative services for the PTSD Program. The Southeastern Series of Lockton Companies, Inc. serves as broker for the MetLife insurance policy that is offered through the PTSD Program. GMA, ACCG, and Lockton are all Program Administrators of the PTSD Program.

PRIVACY OBLIGATIONS UNDER ASHLEY WILSON ACT: The Ashley Wilson Act contains privacy requirements for information that "could reasonably be used to identify individuals making claims or who have made claims or who have received benefits." These privacy requirements were included because federal privacy law (HIPAA) does not apply to the Program. Program Administrators and MetLife treat this information as "sensitive mental health information" and only use and share the information to operate the Program, prepare aggregated reports, comply with the law, or as authorized by the First Responder.

Communications between First Responders (or their representatives) and Program Administrators or MetLife are confidential and privileged.

The Act ensures that First Responders can get the lump sum benefit in a confidential manner similar to receiving mental health benefits under a group health plan (subject to HIPAA) or under an employee assistance program, and limits interactions with the employer for disability benefits to those allowed for other mental health disability benefits.

- First Responders submit their claims for benefits directly to MetLife and do not need to inform the Employer.
- MetLife will not inform Program Administrators of claims or benefits without the First Responder's express authorization.
- MetLife and Program Administrators will never tell Employers whether a First Responder has made a claim for or received a lump sum benefit (without express authorization).
- For the disability benefit, MetLife will only communicate with a human resources contact at the Employer about work requirements and work status, which will indicate that the First Responder has submitted a claim for disability benefits.
- Due to the nature of the Program, MetLife does not need to and will not provide any reports of benefits to the IRS or the Employer.
- If an Employer learns of a claim or benefits from the First Responder or otherwise,

the Employer is prohibited by law from taking any employment action solely as a result of a First Responder's diagnosis, claims, or benefits.

- Employers are required to treat any information they may learn about claims or benefits confidentially as they would treat mental health information associated with a group health plan or employee assistance program.
- Employers are required to designate an employee who is authorized to securely submit eligibility information about First Responders to the Program Administrators' eligibility portal. This information identifies which employees and volunteers meet the definition of First Responder and does not contain any information about claims or benefits.

PROTECTED INDIVIDUALLY IDENTIFIABLE INFORMATION MAINTAINED BY PROGRAM ADMINISTRATORS; USE AND SHARING

Eligibility Data: A designated representative of each Employer that offers the Program securely submits the following information to the eligibility portal twice a year: **first and last name, social security number, date of birth, type of First Responder (by statutory definition), and employed or volunteer status.** This information is used to ensure proper billing of premiums and is securely shared with MetLife to enable MetLife to validate identity and determine eligibility for benefits when First Responders submit claims. To comply with the Act's privacy requirements, MetLife will NOT check with the Employer to determine eligibility when a claim is made.

Information Provided by First Responder: If a First Responder contacts a Program Administrator with questions about the Program, the Program Administrator may collect individually identifiable information necessary to answer the questions or direct the First Responder to the right resource and otherwise communicate with the First Responder. This information may include name, phone number, email, employer, employment status, and other information shared by the First Responder. This information is used to answer the questions and may be shared with other Program Administrators or MetLife as appropriate for answering the question and for customer service purposes.

Information About First Responder Claims or Receipt of Benefits: Program Administrators do not have access to information about whether a First Responder has submitted a claim for benefits or has received benefits unless the First Responder shares that information with the Program Administrator(s). MetLife is prohibited from sharing individually identifiable information about claims and benefits with the Program Administrators without an express written authorization from the First Responder. However, Program Administrators may learn about claims or benefits from a First Responder or someone acting on behalf of the First Responder. Program Administrators may share this information with other Program Administrators and MetLife as they deem appropriate for the operation of the Program.

Reports that Do Not Include Direct Identifiers: Program Administrators may request reports from MetLife that show use of benefits for purposes of evaluating the Program. These reports will not contain names or other direct identifiers. However, the reports may contain information (such as type of First Responder and geographic location of employer) that could be used with other information to identify individuals. These reports will be used as the Program Administrators deem appropriate for the operation of the Program and may be shared among the Program Administrators and with MetLife. Reports that could reasonably be used to identify an individual shall not be shared except as required by law.

PROTECTION OF INDIVIDUALLY IDENTIFIABLE INFORMATION

The Program Administrators and MetLife have privacy and information security policies and procedures and safeguards designed to ensure that individually identifiable information is protected from unauthorized access, misuse, and destruction. These controls are designed to meet a variety of applicable laws. For more information about MetLife's privacy practices, refer to the MetLife Privacy Notice posted on GFRPTSDInsurance.com.

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Consider 2025 City Council Meeting Dates

COUNCIL MEETING DATE: December 5, 2024

HISTORY:

FACTS AND ISSUES:

OPTIONS:

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:
No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

SAMPLE MOTION:

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Shelia Cooper

ATTACHMENTS

- Unofficial 2025 Governing Body Meeting Calendar.pdf

PUBLIC NOTICE

2025 GOVERNING BODY MEETING CALENDAR

IN ACCORDANCE WITH THE GEORGIA OPEN MEETINGS ACT AS AMENDED, VOLUME 50, CHAPTER 14, NOTICE IS HEREBY GIVEN; **THE CITY OF FLOWERY BRANCH 2025 GOVERNING BODY MEETING CALENDAR** FOR WORK AND VOTING SESSIONS HAS BEEN SET FORTH AS FOLLOWS:

January 2, 2025	July 17, 2025
January 16, 2025	August 7, 2025
February 6, 2025	August 21, 2025
February 20, 2025	September 4, 2025
March 6, 2025	September 18, 2025
March 20, 2025	October 2, 2025
April 3, 2025	October 16, 2025
April 17, 2025	November 6, 2025
May 1, 2025	November 20, 2025
May 15, 2025	December 4, 2025
June 5, 2025	December 18, 2025
June 19, 2025	

MEETINGS ARE HELD AT THE FLOWERY BRANCH CITY HALL ON THE 1ST AND 3RD THURSDAYS OF EACH MONTH AT 6:00 PM.

NOTICE OF ANY DEVIATIONS TO THE SCHEDULE OR ANY SPECIAL MEETINGS SHALL BE POSTED BY PUBLIC NOTICE ON THE OFFICIAL BULLETIN BOARD LOCATED AT 5410 PINE STREET AND ON THE CITY OF FLOWERY BRANCH WEBSITE: FLOWERYBRANCHGA.ORG.

Adopted:
Posted:

cc: Mayor and City Council
City Manager's Office
City Attorney
Department Directors
Media
Official Bulletin Board

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Consider November 2024 Per Diem for Mayor Asbridge

COUNCIL MEETING DATE: December 5, 2024

HISTORY:

FACTS AND ISSUES:

OPTIONS:

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:
Yes

AMOUNT AND SOURCE OF FUNDS:
$200.00 GL 100-1110-511101

RECOMMENDATION:

SAMPLE MOTION:

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Shelia Cooper

ATTACHMENTS

- November 2024 Mayor Asbridge Per Diem.pdf

City of Flowery Branch
Mayor & Council Attendance Sheet Per Diem Pay

Name: Mayor Edward R. Asbridge Month/Year: November 2024

Meeting Date	Description of Meeting
November 5, 2024	Chamber Meeting at Houndstooth Grille
November 6, 2024	Community Partnership with State Officials
November 13, 2024	Chamber Issues Committee
November 20, 2024	Industry Appreciation Awards

My signature certifies that I am eligible to be paid for 4 meeting dates, a maximum of 5 per month, in accordance with the Per Diem Pay as described in Ordinance 477 and at a rate of $50.00 per meeting.

Total of $200.00

_____
Signature

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Consider November 21, 2024 City Council Meeting Minutes

COUNCIL MEETING DATE: December 5, 2024

HISTORY:

FACTS AND ISSUES:

OPTIONS:

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:
No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

SAMPLE MOTION:

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Shelia Cooper

ATTACHMENTS

- Unofficial November 21, 2024 City Council Meeting Minutes.pdf

City of Flowery Branch
City Council Meeting
Thursday, November 21, 2024, 6:00 PM
City of Flowery Branch City Hall
5410 Pine Street, Flowery Branch, GA 30542

CALL WORK SESSION TO ORDER:

Mayor Asbridge called the meeting to order at 6:02 p.m.

Present: Mayor Asbridge and Council Members Joe Anglin, Oliver McClellan, William McDaniel, and Joseph Mezzanotte.

Also present were City Manager Tonya Parrish, City Clerk Shelia Cooper, Fun Director Renee Carden, Finance Director Matt Hamby, Planning and Community Development Director Chris McCrary, Public Works & Utilities Director Bill Whidden, and City Attorney Ted Baggett.

Absent: Council Member Chris Mundy.

PLEDGE OF ALLEGIANCE:

Mayor Asbridge led the Pledge of Allegiance.

ADOPTION OF AGENDA:

There was a motion made to approve the adoption of the agenda as presented.

MOTION: Joe Anglin
SECOND: William McDaniel
AYES: Joe Anglin, Oliver McClellan, William McDaniel, Joseph Mezzanotte
NAYS: None
Motion carried

AWARDS & RECOGNITIONS: There were no awards or recognitions.

PUBLIC HEARING:

Public Hearing and Second Reading of Ordinance 722 to Consider a Rezoning from Agriculture (A) to Residential Low Density (R-1) for the following locations 6300, 6294, 6290, 6258, 6270, 6246 and 6249 Jones Road.

Director Chris McCrary presented a consideration to rezone 6300, 6294, 6290, 6258, 6270, 6246, and 6249 Jones Road. The subject property is real property totaling 21.44 =/- acres of land and is currently zoned A - Agriculture and proposed zoning is R-1 - Low Density Residential. The

surrounding properties are zoned Agriculture, R-3 Residential Multi-family and the majority of zoning surrounding the parcels are Hall County VC – Vacation Cottages. Nearby uses not directly adjacent to the subject site include Hall County R-1 Low Density Residential, Flowery Branch R-1 - Low Density Residential, TND - Traditional Neighborhood Development, a MHP - Manufactured Home Park and a PUD - Planned Unit Development.

The Flowery Branch Comprehensive Plan Future Development Map indicates the subject parcels fall within the Suburban Residential Character Area. The proposed zoning to R-1 falls in harmony with the Suburban Residential Character Area based on the following criteria:

Land Use:
- Single-Family Detached Residential

Zoning:
- R-1 Detached Single-Family, Low-Density District

Design Principles:
- Larger lots (1/3 to 1 acre) with houses set back from the road,
- Cul-de-sacs and curvilinear streets (that are relatively wide when compared to traditional neighborhoods) with sidewalks,
- Use of high-quality exterior cladding materials (that are consistent on each level of the home),
- Diverse architectural styles are allowed, but there should be compatibility in overall neighborhood design such as roof pitch, building width, and level of ornamentation
- De-emphasized garage (recessed, side or rear entry),
- Opportunities for meaningful open space, including shared areas for the benefit of residents.

The existing zoning A – Agriculture is not a listed zoning in the Suburban Residential Character area. So, the existing zoning is not in harmony with the Flower Branch Comprehensive Plan Future Development Map. It's reasonable to believe that rezoning the subject site brings the area into the intended zoning from the Future Development Map

There being no one who wished to speak in favor of the request, Mayor Asbridge called for those wishing to speak against the request.

Public comments against the request:
Bryant Green, 1111 Park Street, Gainesville, Georgia 30501.

Mayor Asbridge closed the public hearing at 6:14 p.m.

Public Hearing and Second Reading of Ordinance 723 to Consider a Change in the Zoning Ordinance that would create a Downtown Overlay District.

Director McCrary presented a consideration of a change in the zoning ordinance that would create a Downtown Overlay District (DOD). The City of Flowery Branch has initiated several ordinances that seek to protect the character of the City's core downtown. The intent of creating a Downtown Overlay District is to consolidate each of the parts into one overlay and provide

some additional uses and procedures unique to the downtown. The Downtown Overlay District will also advance the Comprehensive Plans Implementation Strategy of the Old Town Character Area by moving forward updating the 2014 Old Town Redevelopment Plan to identify additional development / redevelopment opportunities (and their acceptable use types and densities) to facilitate administration of the CBD zoning district. It's reasonable to believe that the City Council may want to revisit the Downtown Overlay District from time to time to further implement other strategies as growth of the city continues.

Location

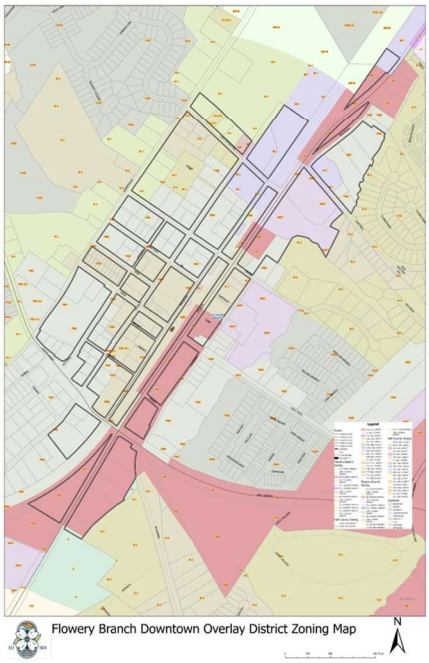
(d) *Boundaries of the Downtown Overlay District*

The Downtown Overlay District consists of those properties within the area located between Atlanta Highway south of Lights Ferry Road, northwest of Mulberry Street, southeast of Gainesville Street, and the intersection of Atlanta Highway at the intersection with Vireo Drive as depicted as the shaded solid areas in the following map:

Current Zoning within the Downtown Overlay District

Zoning Categories Within the FBDOD:

TND: Traditional Neighborhood Development District
CBD: Central Business District
HB: Highway Business District
R-1: Residential, Detached Single -Family, Low-Density District
R-2: Residential, Detached Single Family
R-3: Removed from code but is shown on the zoning map.
M-1: Light Manufacturing and Industrial District
INST: Institutional District.



Code Review – Specific Uses in the Downtown Overlay District

Properties located within the boundaries of the Downtown Overlay District with the underlying zoning of HB are hereby permitted to operate micro -breweries and micro - distilleries subject to the granting of a conditional use permit under the terms and conditions of Article 34 and compliance with any and all applicable state and local alcoholic beverage licensing requirements. The following changes to Table 9.1 are hereby made to reflect this potential additional use:

Use	O-P	INST	NS	HB	CBD	M-1	M-2
Micro-brewery	X	X	X	X1	C	X	X
Micro-distillery	X	X	X	X1	C	X	X

1 HB zoned properties located within the downtown overlay district may operate micro-breweries or micro-distilleries subject to the granting of a Conditional Use Permit.

There being no one who wished to speak in favor of the request, Mayor Asbridge called for those wishing to speak against the request.

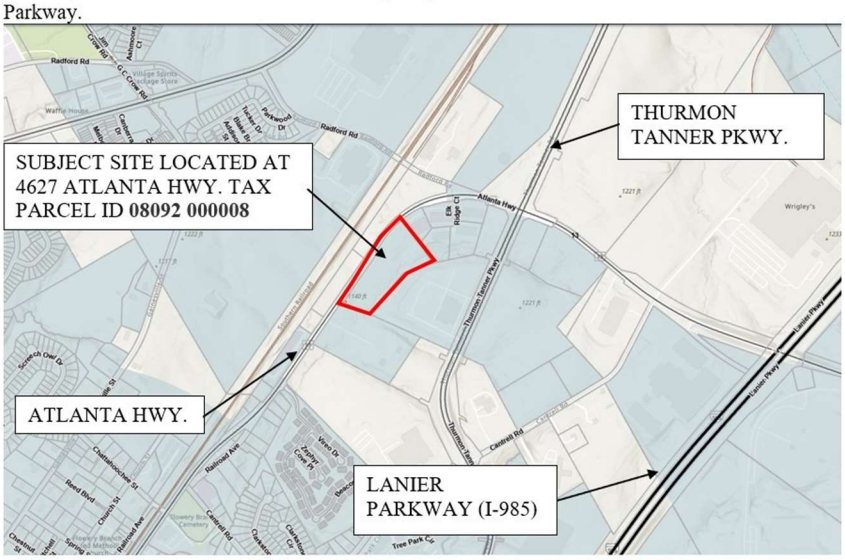
There being no one who wished to speak against the request, Mayor Asbridge closed the public hearing at 6:17 p.m.

Public Hearing and First Reading of Ordinance 724 to Consider a Variance Request at 4627 Atlanta Highway.

Director McCrary presented the first reading of Ordinance 724 to consider a variance request at 4627 Atlanta Highway. The applicant is seeking to develop four office/warehouse buildings totaling 41,450 sq. ft., including associated parking and utilities, on a property limited in depth due to a state water creek adjacent to Atlanta Highway. To accommodate the necessary depth for warehousing and tractor trailer truck movement, the applicant is requesting encroachments into the City's 75-foot Impervious Setback and 50-foot Undisturbed Stream Buffer, which are necessary to meet industry standards for the proposed buildings.

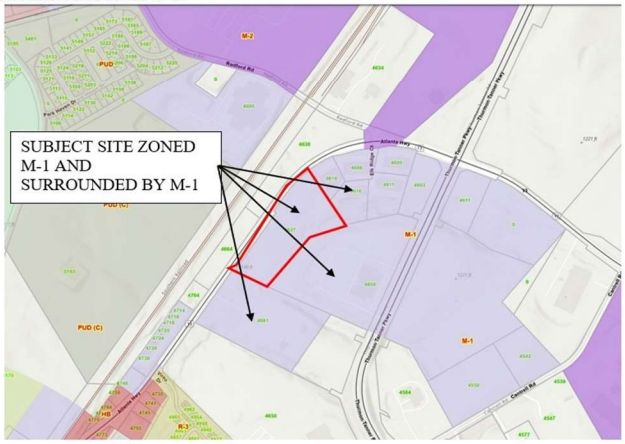
Location Map

The subject site is located at 4627 Atlanta Highway near the intersection of Thurmon Tanner Parkway.



Zoning Map

The subject property is zoned M-1 – Manufacturing & Industrial, Light. The surrounding properties are also zoned M-1.



Legend

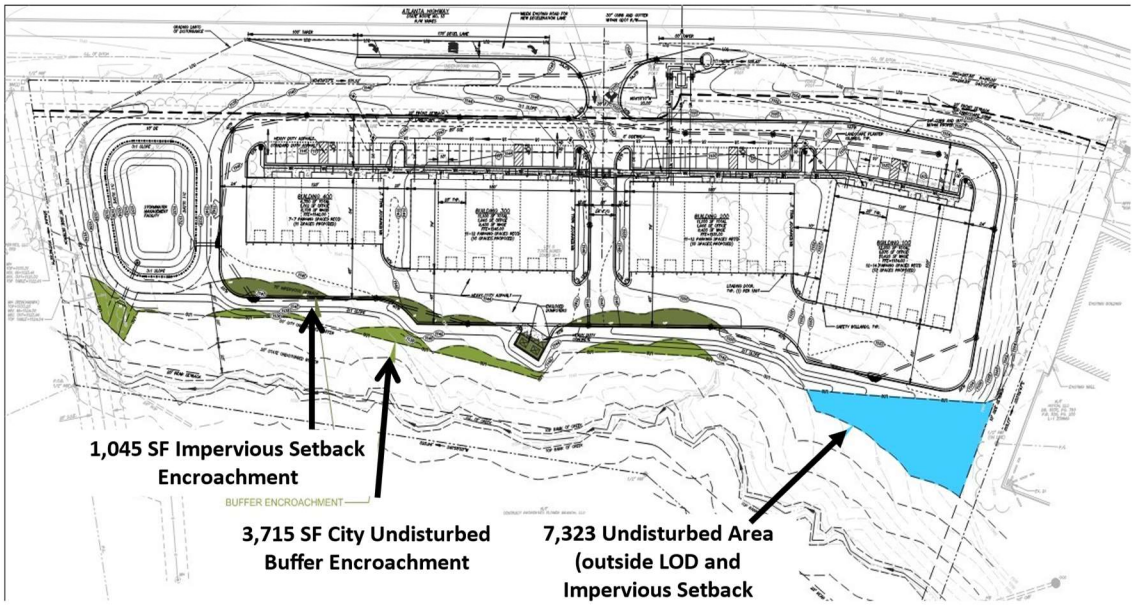
Zoning Districts

- Residential Low Density (R-1)
- Residential Moderate Density (R-2)
- Residential Multi-family (R-3)
- Traditional Neighborhood Development (TND)
- Planned Unit Development (PUD)
- Manufactured Home Park (MHP)
- Central Business District (CBD)
- Neighborhood Shopping (NS)
- Highway Business (HB)
- Institutional (INST)
- Manufacturing & Industrial, Light (M-1)
- Manufacturing & Industrial, Heavy (M-2)
- Agriculture (A)

Historic Districts

- Local Historic District

SITE PLAN



Hardship

- The shape of the property, and the location of a stream at the rear of the property, limits the development's depth. The property is zoned for industrial uses. Warehousing needs larger turn radii near the loading and unloading areas for truck access. The applicant's engineer shifted the proposed building and front parking as much as possible to maintain compliance with other code sections. The encroachment is the minimal amount needed to provide a functional warehousing operation.
- Applying strict adherence to the code would result in the inability to develop a use that uses tractor trailers.
- The existing conditions are not created by the property owner.
- Environmental compensation is provided by the applicant's engineer with buffer averaging.

Buffer Averaging

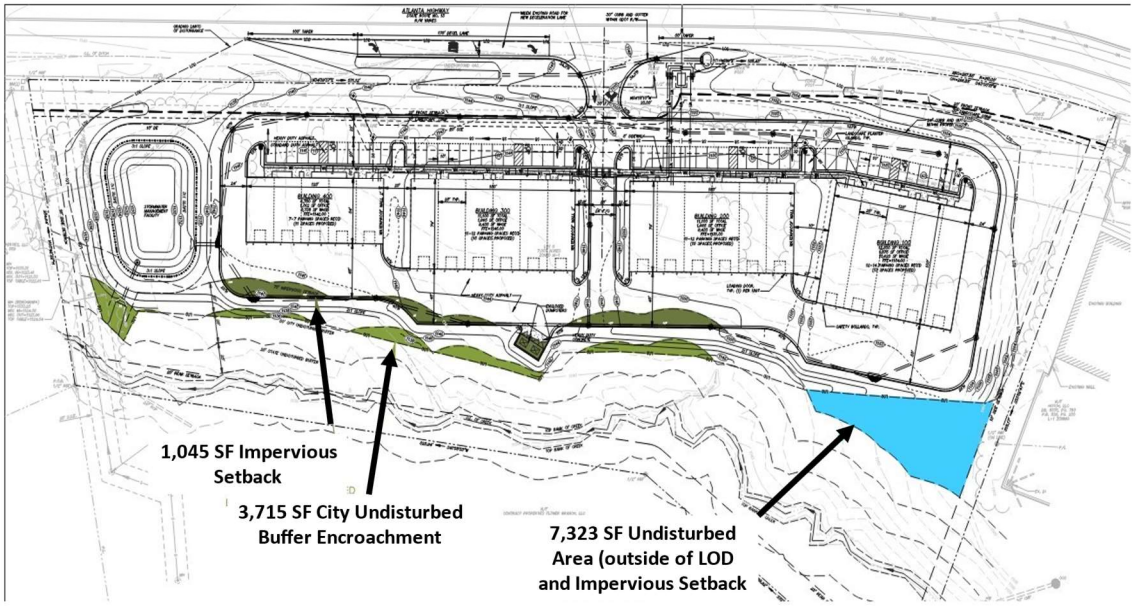
Buffer averaging is a critical concept in environmental management, particularly in the context of managing stormwater runoff. This approach acknowledges the importance of maintaining a balance between developed areas that may encroach upon natural buffers and the need to preserve adequate natural areas that can effectively treat stormwater.

In this particular case, the engineer has determined that an encroachment of 4,760 square feet (SF) into an impervious setback and undisturbed buffer can be mitigated through the preservation of 7,323 SF of natural area. This is a positive outcome because the area being preserved exceeds the amount of area being disturbed. By preserving a larger area, the project can enhance its overall ecological integrity and stormwater management capabilities.

The preserved area serves multiple purposes:

- **Stormwater Treatment:** The additional preserved area provides a larger surface for infiltration, absorption, and filtration of stormwater, which will ultimately reduce runoff into the creek.
- **Habitat Preservation:** By preserving more land than what is being disturbed, the project can maintain or even enhance local biodiversity and provide habitat for various species.
- **Buffer Functionality:** The preserved buffer can help filter pollutants from stormwater before they reach the creek, acting as a natural barrier against contaminants.
- **Erosion Control:** The natural vegetation in the preserved area can help stabilize soil and reduce erosion, further contributing to water quality.
- **Aesthetic Value:** A larger preserved natural area can provide aesthetic benefits to the site as opposed to a clear-cut site with no preservation.

SITE PLAN



Recommendation:

Staff recommends the approval of the proposed variance application for the encroachment into the required Impervious Setback and the City's Undisturbed Stream Buffer per Code Section 26.7 with the following conditions:

1. The Land Disturbance Permit shall be substantially similar to the plan provided with the variance application, including the limits of the encroachment into the Impervious Setback and the City's stream buffer.
2. The area of preservation shall be substantially similar to the area in size and location shown on the site plan provided with the Variance Application.
3. In the areas where disturbance occurs within the 50' Undisturbed Buffer, the applicant shall provide a replanting plan using a native mixture of species of trees and shrubs. The

plan shall be sealed by a Georgia registered Landscape Architect. The final plan shall be approved by the Community Development Director.

4. Prior to the issuance of the Certificate of Occupancy, the owner shall provide the City an as-built survey of the development including the encroachment areas and preservation area.

a) The area of encroachment into the Impervious Setback shall not exceed 1,045 SF.
b) The area of encroachment into the 50-foot Undisturbed Stream Buffer shall not exceed 3,715 SF.
c) The area of undisturbed preservation shall be no less than 7,323 SF.

Council held a discussion with Director McCrary.

Public comments in favor of the request:

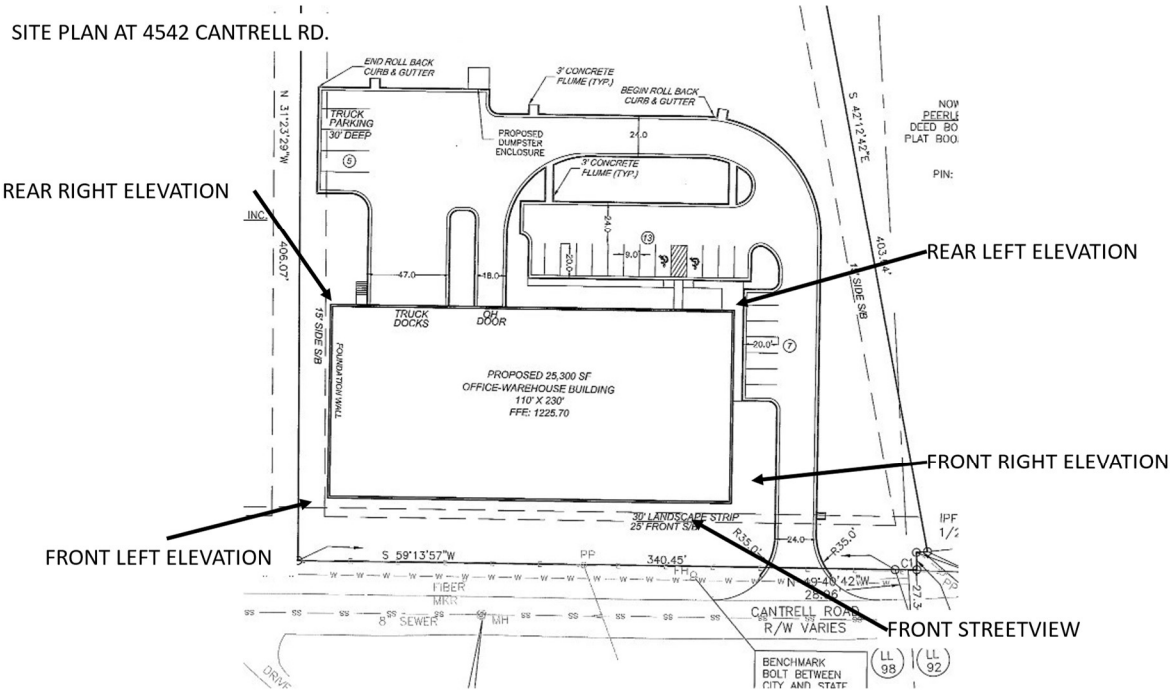
Christian Stark, 5316 Railroad Avenue, Flowery Branch, Georgia 30542.

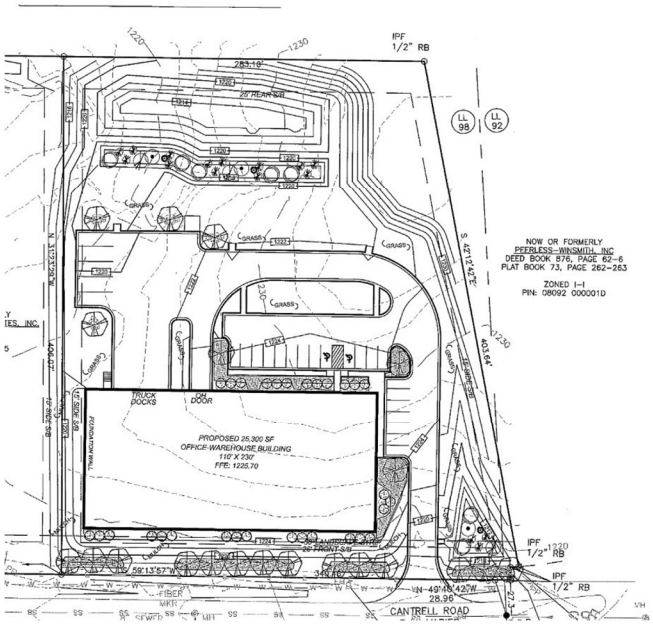
There being no one who wished to speak against the request, Mayor Asbridge closed the public hearing at 6:31 p.m.

Public Hearing for the Consideration of an Appeal of Administrative Decision of an Architectural Design Review for 4542 Cantrell Road

Director McCrary presented a consideration of an appeal of administrative decision of an architectural design review for 4542 Cantrell Road. The applicant submitted Architectural Design Review Plans for a proposed industrial development at 4542 Cantrell Road. The plans show the building will be constructed using corrugated metal with minimal fenestration. The building's elevation along Cantrell Road spans over 200 linear feet, with only three doors breaking up the façade. According to the Grading Plan, the building will be situated approximately 6 feet above street grade. Additionally, the applicant has proposed planting eleven red maple trees between the right-of-way and the building.

A staff report was prepared on or about August 23, 2024, and was provided to the applicant, resulting in a denial of the Architectural Design Review application. In response, the applicant has filed an Appeal of Administrative Decision on September 18, 2024, under Article 39, accompanied by a Letter of Intent.



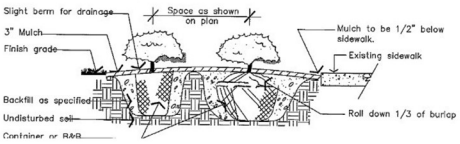


BIO-POND PLANTINGS:

SYMBOL	QUANTITY	COMMON NAME BOTANICAL NAME	SIZE	SPACING
	1	DWF. BURFORD HOLLY ILEX BURFORDI 'NANA'	3 GAL. (MIN. 3' HT.)	MIN. 4' OC
	3	WITCH HAZEL (NATIVE) HAMEMELIX VIRGINIANA	5 GAL. (MIN. 4' HT.)	MIN. 10' OC
	3	INKBERRY (NATIVE) ILEX GLABRA	3 GAL. (MIN. 3' HT.)	MIN. 6' OC
	7	CREEPING JUNIPER (NATIVE) JUNIPERUS HORIZONTALIS	3 GAL. (MIN. 3' HT.)	MIN. 6' OC
	15	SWITCHGRASS (NATIVE) PANICUM VIRGATUM	1 GAL. (MIN. 18" HT.)	MIN. 3' OC
	3	TICKSEED (NATIVE) COREOPSIS TINCTORIA	1 GAL. (MIN. 12" HT.)	MIN. 3' OC

LANDSCAPE PLANTINGS:

(18) RED MAPLES (RED SUNSET) 2" CAL.
(30) CRAPE MYRTLES (MULTI-TRUNK / SAME VAR.) 6'-8' HT
(54) CARISSA HOLLY 3 GAL.
(141) DWF. YAUPON HOLLY 2 GAL.
(216) BLUE RUG JUNIPER 1 GAL. / 3' O.C.



Public comments in favor of the request:

William Olges, 4335 Woodward Way, Cumming, Georgia 30041.
Catherine Taylor, 5475 Aloha Way, Flowery Branch, Georgia 30542

There being no one who wished to speak against the request, Mayor Asbridge closed the public hearing at 6:469 p.m.

UNFINISHED BUSINESS - WORK SESSION:

Consider FY2024 Audit Presentation by Ruston LLC.

Justin Burruss, Rushton LLC presented the City of Flowery Branch Audit Report for the fiscal year ended June 30, 2024. In accordance with Government Auditing Standards, Rushton has issued their report on the consideration of the City of Flowery Branch, Georgia's internal controls and their tests of compliance. This report describes the scope of their testing of internal control and compliance, and the results of that testing, but is not intended to provide an opinion on internal control or compliance. No material weaknesses or significant deficiencies were noted in the internal controls of the City of Flowery Branch, Georgia over the compliance requirements applicable to the major programs.

Council held a discussion with Mr. Burruss regarding the audit.

NEW BUSINESS -WORK SESSION:

Consideration of Employee Insurance for Calendar Year 2025

City Manager Parrish presented consideration of employee insurance for calendar year 2025. Currently the city's employees have insurance available through Anthem and the plan ends December 31, 2024. Staff recommend remaining with Anthem for medical, dental and vision with insurance starting January 1, 2025. The dental proposal is a 5% rate increase (from $41,619.36 to $43,700.88). This is an increase of $2,081.52. The flex spending account remains unchanged, and fees are paid for by the employees that are enrolled in the benefit.

The original proposal from Anthem Medical was a 48% increase in the annual costs. NFP completed a market analysis and received additional quotes from different carriers including a renegotiation with Anthem and received a revised quote from a 48% increase to 38% increase. Anthem provided multiple plan options for our review and consideration. All coverage remains the same at a 38% increase (from $892,229 to $1,231,281). This is an increase in $339,052 per year. NFP went back to Anthem again for negotiations and Anthem provided a final quote with multiple plan options for review and consideration. The final revised renewal is as follows: all coverage remains the same at a 34% increase (from $892,229 to $1,195,592). This is an increase in $303,363 per year. A premium credit will be applied to our first bill of January 2025 totaling 4% of the total premium for 2025 which means this will result in a total increase of 28.6% bringing the premium to $1,147,765. In comparison to the FY25 budget, this renewal would equate to roughly $168,000 budget increase to the city, as employees do pay a portion for coverage of their children, spouse, or family.

Council held a discussion with City Manager Parrish.

DEPARTMENT REPORTS:

City Clerk Report:

City Clerk Cooper reminded residents about the Meals on Wheels donations for our seniors that participate in that program for socks and throw blankets.

Department of Fun Report:

Director Carden noted upcoming events.

Finance Department Report:

Director Hamby thanked Ruston LLC for doing a great job with our audit. PAFR (Popular Annual Financial Reporting) is available for review.

Planning Department Report:

Director McCrary reported that they are providing electronic inspection request online now.

Public Works & Utilities Department Report:

Director Whidden complimented Rushton LLC. He also reported that he has received a lot of compliments on the holiday decorations.

ADJOURNMENT WORK SESSION:

Mayor Asbridge adjourned the work session at 7:26 p.m.

VOTING SESSION AGENDA

CALL VOTING SESSION TO ORDER:

Mayor Asbridge called the voting session to order at 7:26 p.m.

PUBLIC COMMENTS: There were no public comments.

CONSENT AGENDA:

- Consider New Beer and Wine License for Crown Legacy, LLC. located at 6168 Gaines Ferry Road.
- Consider November 7, 2024 City Council Meeting Minutes

There was a motion made to approve the consent agenda as presented.

MOTION: Oliver McClellan
SECOND: William McDaniel
AYES: Joe Anglin, Oliver McClellan, William McDaniel, Joseph Mezzanotte
NAYS: None
Motion carried

UNFINISHED BUSINESS - VOTING SESSION:

Consider Second Reading of Ordinance 722 to Consider a Rezoning from Agriculture (A) to Residential Low Density (R-1) for the following locations 6300, 6294, 6290, 6258, 6270, 6246 and 6249 Jones Road.

City Clerk Cooper read the caption for Ordinance 722.

There was a motion made to approve the second reading of Ordinance 722.

MOTION: Joe Anglin
SECOND: Joseph Mezzanotte
AYES: Joe Anglin, Oliver McClellan, William McDaniel, Joseph Mezzanotte
NAYS: None
Motion carried

Consider Second Reading of Ordinance 723 to Consider a Change in the Zoning Ordinance that would create a Downtown Overlay District.

City Clerk Cooper read the caption for Ordinance 723.

There was a motion made to approve the second reading of Ordinance 723.

MOTION: Oliver McClellan
SECOND: William McDaniel
AYES: Joe Anglin, Oliver McClellan, William McDaniel, Joseph Mezzanotte
NAYS: None
Motion carried

NEW BUSINESS - VOTING SESSION:

Consider First Reading of Ordinance 724 to Consider a Variance Request at 4627 Atlanta Highway.

There was a motion made to approve the first reading of Ordinance 724.

MOTION: Joe Anglin
SECOND: Oliver McClellan

Council held a discussion with Mr. Stark for a clear understanding on design of the building. Council Member Anglin stated he was not speaking of the renderings but would like a clear understanding of the buildings and more specifically the front elevations that will be facing the right of ways.

AYES: Joe Anglin, Oliver McClellan, William McDaniel, Joseph Mezzanotte
NAYS: None
Motion carried

Consider an Appeal of Administrative Decision of an Architectural Design Review for 4542 Cantrell Road

There was a motion made to table the Appeal of the Administrative Decision until December 5, 2024, City Council Meeting.

MOTION: Joe Anglin
SECOND: William McDaniel
AYES: Joe Anglin, Oliver McClellan, William McDaniel, Joseph Mezzanotte
NAYS: None
Motion carried

Consideration of Employee Insurance for Calendar Year 2025

There was a motion made to approve staff's recommendations for employee insurance for calendar year 2025.

MOTION: Oliver McClellan
SECOND: Joe Anglin
AYES: Joe Anglin, Oliver McClellan, William McDaniel, Joseph Mezzanotte
NAYS: None
Motion carried

EXECUTIVE SESSION: There was no executive session held.

ADJOURNMENT:

There was a motion made to adjourn the meeting at 7:35 p.m.

MOTION: Joe Anglin
SECOND: Oliver McClellan
AYES: Joe Anglin, Oliver McClellan, William McDaniel, Joseph Mezzanotte
NAYS: None
Motion carried

_____	_____	_____
Edward R. Asbridge, Mayor	Date	Shelia Cooper, City Clerk

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Second Reading of Ordinance 724 to Consider a Variance Request at 4627 Atlanta Highway

COUNCIL MEETING DATE: December 5, 2024

HISTORY:

FACTS AND ISSUES:
The applicant is seeking to develop four office/warehouse buildings totaling 41,450 sq.ft., including associated parking and utilities, on a property limited in depth due to a state water creek adjacent to Atlanta Highway. To accommodate the necessary depth for warehousing and tractor trailer truck movement, the applicant is requesting encroachments into the Cityâ€™s 75-foot impervious setback and 50-foot undisturbed stream buffer, which are necessary to meet industry standards for the proposed buildings.

OPTIONS:

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:
No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:
Approval of Ordinance 724 with recommended conditions

SAMPLE MOTION:
I move to approve Ordinance 724 to Consider a Variance Request at 4627 Atlanta Highway with the following conditions:
1. The Land Disturbance Permit shall be substantially similar to the plan provided with the variance application including the limits of the encroachment into the impervious setback and the Cityâ€™s stream buffer.
2. The area of preservation shall be substantially similar to the area in size and location shown on the site plan provided with the Variance Application.
3. In the areas where disturbance occurs within the 50â€™ undisturbed buffer, the applicant shall provide a replanting plan using a native mixture of species of trees and shrubs. The plan shall be sealed by a Georgia registered Landscape Architect. The final plan shall be approved by the Community Development Director.
4. Prior to the issuance of Certificate of Occupancy, the owner shall provide the City an as-built survey of the development including the encroachment areas and preservation area.
a. The area of encroachment into the impervious setback shall not exceed 1,045 SF.

b. The area of encroachment into the 50-foot Undisturbed Stream Buffer shall not exceed 3,715 SF.
c. The area of undisturbed preservation shall be no less than 7,323 SF.

COLLABORATING DEPARTMENT:

DEPARTMENT: Planning

Prepared by: Shelia Cooper

ATTACHMENTS

- Variance Report 4627 Atlanta Highway final.pdf
- Ordinance 724 TB 11 15 2024.pdf
- Letter of Intent 10-10-24_Rev1.pdf
- BSP002 10-10-24 Stream Buffer Variance Exhibit.pdf

Memorandum

To: City of Flowery Branch, City Manager, and City Council

From: Chris McCrary, Community Development and Planning Director

Date: October 14th, 2024

Subject: Stream Buffer and Impervious Setback Encroachment Variance

Applicant: William Stark
5316 Railroad Avenue
Flowery Branch, GA 30542
770-231-3829

Existing Zoning: M – 1 – Manufacturing & Industrial Light

Location:

- 4627 Atlanta Highway; tax parcel identification number **08092 000008,**

Variance Request:

The applicant is seeking to develop four office/warehouse buildings totaling 41,450 sq.ft., including associated parking and utilities, on a property limited in depth due to a state water creek adjacent to Atlanta Highway. To accommodate the necessary depth for warehousing and tractor trailer truck movement, the applicant is requesting encroachments into the City's 75-foot impervious setback and 50-foot undisturbed stream buffer, which are necessary to meet industry standards for the proposed buildings.

Code Section:

Article 26. – Stream Buffer Protection:

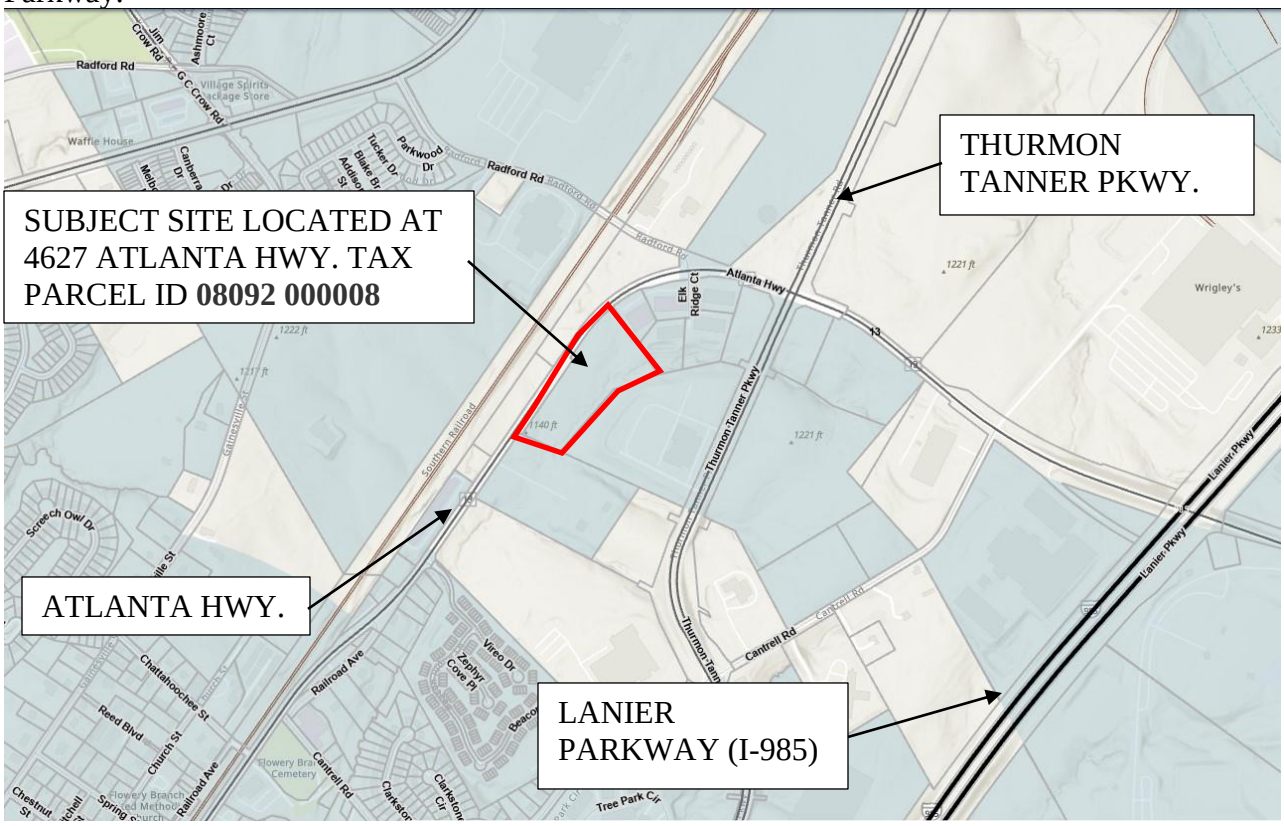
Section 26.7. – Buffer and Setback Requirements.

All land development activity subject to this ordinance shall meet the following requirements. Any land development activity within a buffer established in this Article or any impervious cover within a setback established in this Article is prohibited unless exempted, grandfather, or a variance is granted pursuant to this zoning ordinance.

a) Buffer. An undisturbed natural vegetative buffer shall be maintained for **50 feet**, measured horizontally, on both banks (as applicable) of the stream as measured from the top of the stream bank.
b) Additional setback. An additional setback shall be maintained for **25 feet** (*measured 75 feet from stream bank*), measured horizontally, beyond the undisturbed natural vegetative buffer, in which all impervious cover shall be prohibited. Grading, filling and earthmoving shall be minimized within the setback.

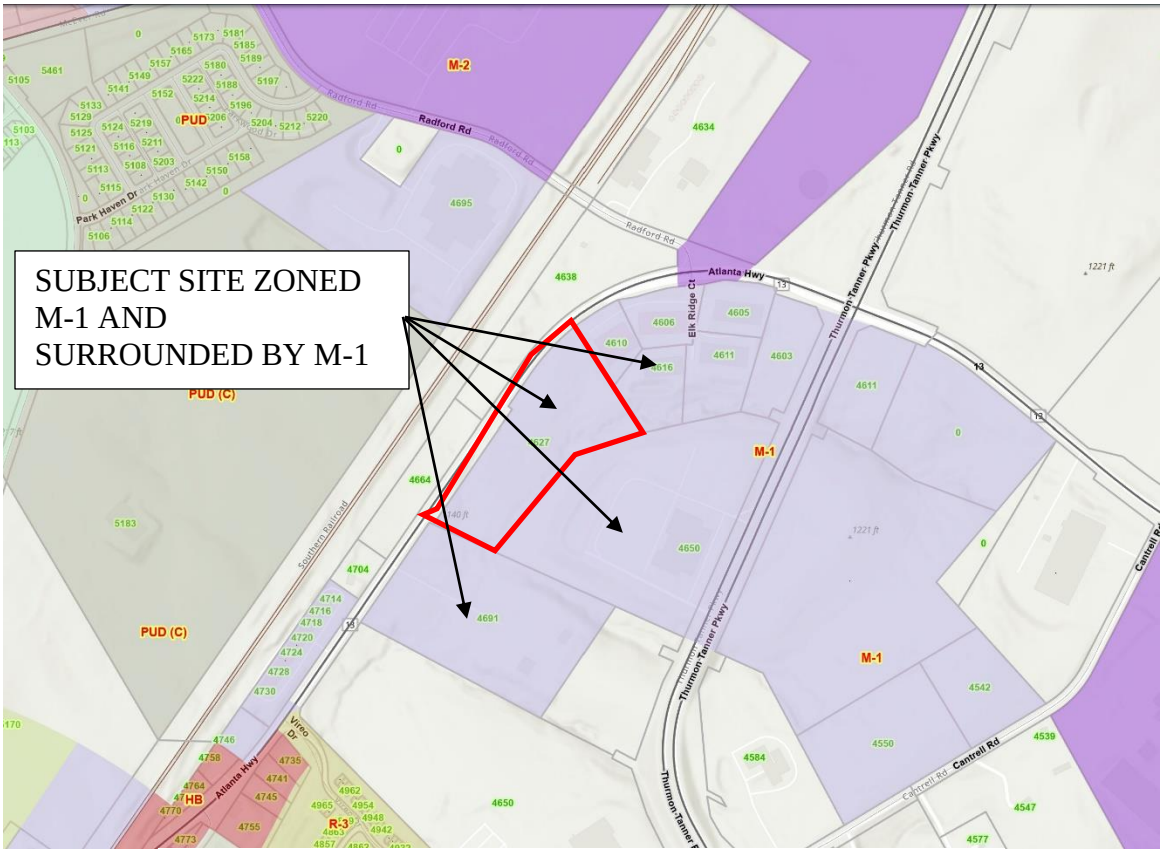
Location Map:

The subject site is located at 4627 Atlanta Highway near the intersection of Thurmon Tanner Parkway.



Zoning Map:

The subject property is zoned M-1 – Manufacturing & Industrial, Light. The surrounding properties are also zoned M-1.



Legend

Zoning Districts

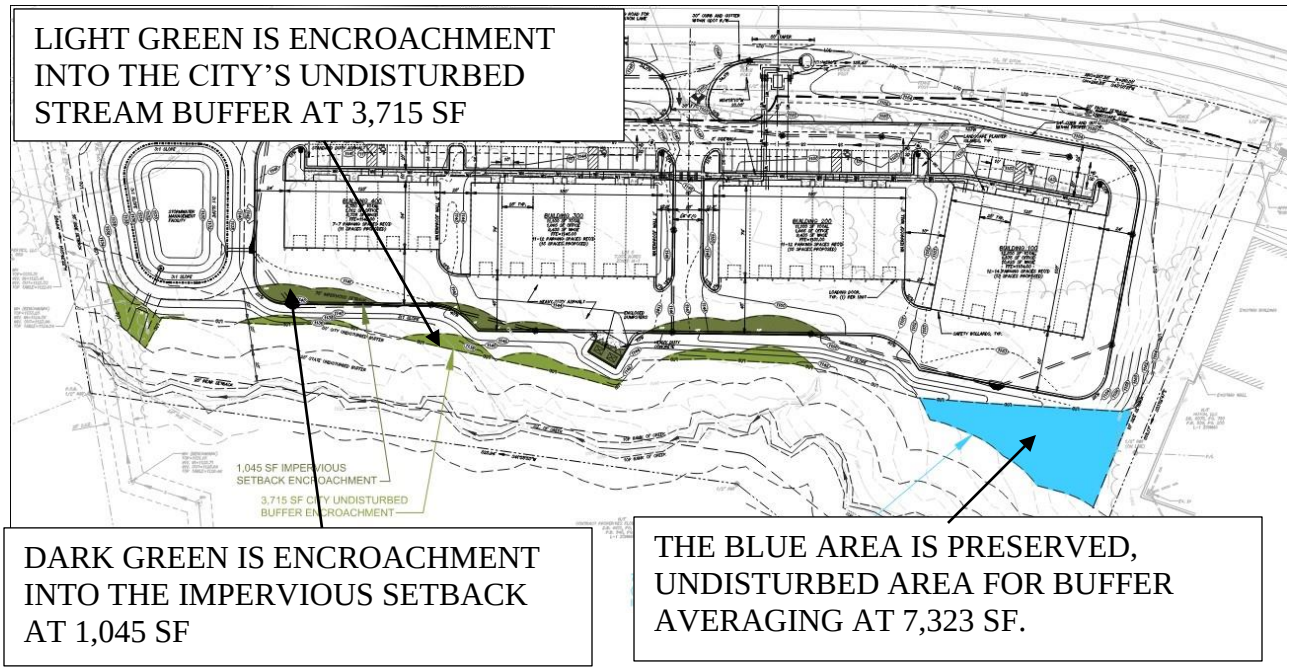
- Residential Low Density (R-1)
- Residential Moderate Density (R-2)
- Residential Multi-family (R-3)
- Traditional Neighborhood Development (TND)
- Planned Unit Development (PUD)
- Manufactured Home Park (MHP)
- Central Business District (CBD)
- Neighborhood Shopping (NS)
- Highway Business (HB)
- Institutional (INST)
- Manufacturing & Industrial, Light (M-1)
- Manufacturing & Industrial, Heavy (M-2)
- Agriculture (A)

Historic Districts

- Local Historic District

Site Plan:

The applicant's engineer provided a site plan that is color coded showing the areas of the stream buffer and impervious setback encroachment. A full-size site plan / encroachment plan will be available for better review.



Buffer Averaging

Buffer averaging is a critical concept in environmental management, particularly in the context of managing stormwater runoff. This approach acknowledges the importance of maintaining a balance between developed areas that may encroach upon natural buffers and the need to preserve adequate natural areas that can effectively treat stormwater.

In this particular case, the engineer has determined that an encroachment of 4,760 square feet (SF) into an impervious setback and undisturbed buffer can be mitigated through the preservation of 7,323 SF of natural area. This is a positive outcome because the area being preserved exceeds the amount of area being disturbed. By preserving a larger area, the project can enhance its overall ecological integrity and stormwater management capabilities.

The preserved area serves multiple purposes:

1. **Stormwater Treatment**: The additional preserved area provides a larger surface for infiltration, absorption, and filtration of stormwater, which will ultimately reduce runoff into the creek.

2. **Habitat Preservation**: By preserving more land than what is being disturbed, the project can maintain or even enhance local biodiversity and provide habitat for various species.

3. **Buffer Functionality**: The preserved buffer can help filter pollutants from stormwater before they reach the creek, acting as a natural barrier against contaminants.

4. **Erosion Control**: The natural vegetation in the preserved area can help stabilize soil and reduce erosion, further contributing to water quality.

5. **Aesthetic Value**: A larger preserved natural area can provide aesthetic benefits to the site as opposed to a clear-cut site with no preservation.

In summary, the approach taken by the engineer to preserve more area than is disturbed, demonstrates a commitment to effective stormwater management while also complying with environmental regulations and promoting ecological sustainability. This strategy not only mitigates the direct impacts of encroachment but also enhances the overall functioning of the watershed and surrounding ecosystem.

Flowery Branch Code Section 26.13 – Variances

Variances to the provisions of this Article may be filed and shall be processed in accordance with the requirements of Article 37 of this zoning ordinance. All variance applications must include information identified by the "Stream Buffer Variance" application form as provided by the Zoning Administrator. Variances will be considered only in the following cases:

a) When a property's shape, topography or other physical conditions existing at the time of the adoption of this ordinance prevents land development unless a buffer variance is granted.
b) Unusual circumstances when strict adherence to the minimal buffer requirements in the ordinance would create an extreme hardship.

Variances will not be considered when actions of any property owner of a given property have created conditions of a hardship on that property. The following factors will be considered in determining whether to issue a stream buffer variance:

a) The shape, size, topography, slope, soils, vegetation and other physical characteristics of the property.

The parcel shape and topography create challenges to development of an office / warehouse buildings. The property is wide parallel to Atlanta Highway but is limited in depth. The stream runs parallel to Atlanta Highway and limits the depth. The topography drops from the street to the back of the property.

b) The locations of all streams on the property, including along property boundaries.

The applicant's engineer provided a drawing clearly showing the stream on the property including along property boundaries.

c) The location and extent of the proposed buffer or setback intrusion.

The applicant's engineer provided a drawing clearly showing the stream buffers and encroachments into the impervious setback and stream buffer.

d) Whether alternative designs are possible which require less intrusion or no intrusion.

An alternative design would be a challenge due to the limited depth of the parcel due to the need to move tractor trailers to the back of the buildings where the delivery roll up doors are located.

e) The long-term and construction water-quality impacts of the proposed variance.

The land development civil engineering plans are required to provide stormwater detention and water-quality measure per the existing development regulations. The engineer also provided buffer averaging to help mitigate the encroachment with preserved, undisturbed portions on the property.

f) Whether issuance of the variance is at least as protective of natural resources and the environment.

Preservation of an undisturbed area outside of the impervious setback and stream buffers larger than the area of encroachment mitigates the stormwater runoff in the encroachment area and provides protection of natural resources and the environment.

Recommendation:
Staff recommends the **APPROVAL** of the proposed variance application for the encroachment into the required impervious setback and the City's undisturbed stream buffer per Code Section 26.7 with the following conditions:

1. The Land Disturbance Permit shall be substantially similar to the plan provided with the variance application including the limits of the encroachment into the impervious setback and the City's stream buffer.
2. The area of preservation shall be substantially similar to the area in size and location shown on the site plan provided with the Variance Application.
3. In the areas where disturbance occurs within the 50' undisturbed buffer, the applicant shall provide a replanting plan using a native mixture of species of trees and shrubs. The plan shall be sealed by a Georgia registered Landscape Architect. The final plan shall be approved by the Community Development Director.
4. Prior to the issuance of Certificate of Occupancy, the owner shall provide the City an as-built survey of the development including the encroachment areas and preservation area.
    a. The area of encroachment into the impervious setback shall not exceed 1,045 SF.
    b. The area of encroachment into the 50-foot Undisturbed Stream Buffer shall not exceed 3,715 SF.
    c. The area of undisturbed preservation shall be no less than 7,323 SF.

Public Hearing Published	10/9/2024	First Reading	11/21/2024
Public Hearing	11/21/2024	Propose Second Read	12/5/2024

ORDINANCE 724

4627 Atlanta Highway Variance Request

AN ORDINANCE GRANTING A VARIANCE FROM THE REQUIREMENTS SET FORTH IN THE CITY OF FLOWERY BRANCH ZONING ORDINANCE Article 26, Section 26.7, Stream Buffer Protection: Buffer and Setback Requirements, 4627 Atlanta Highway, TAX PARCEL IDENTIFICATION NO. 08092 000008, OWNED BY West Avenue Partners Group, LLC; AS SHOWN ON EXHIBIT "A", DESCRIBED ON EXHIBIT "B", AND SUBJECT TO THE CONDITIONS SET FORTH IN EXHIBIT "C"; PROVIDING FOR SEVERABILITY; REPEALING CONFLICTING ORDINANCES; PROVIDING FOR AN EFFECTIVE DATE; AND FOR ALL OTHER LAWFUL PURPOSES.

WHEREAS, William Stark, agent for owner has submitted a written and signed application to the City of Flowery Branch, Georgia requesting a specific variance for property located at 4627 Atlanta Highway; and

WHEREAS, a survey and complete description of the property subject to the requested variance is included in the application; and

WHEREAS, the City Council of the City of Flowery Branch, Georgia held a public hearing on 11/212024, to consider the application, which was duly noticed as prescribed by law and published in the Gainesville Times, as shall be set forth in the minutes of said meeting; and

WHEREAS, the City Council of the City of Flowery Branch, Georgia has considered the subject variance application of William Stark, agent for owner in conjunction with the standards set forth in Article 26, Section 26.7 Stream Buffer Protection: Buffer and Setback Requirements of the Zoning Ordinance.

NOW THEREFORE, THE COUNCIL OF THE CITY OF FLOWERY BRANCH HEREBY ORDAINS AS FOLLOWS:

SECTION 1. FINDINGS:

The City Council finds that the proposed variance from the City of Flowery Branch Zoning Ordinance Article 26, Section 26.7 is consistent with the adopted standards for governing the exercise of the zoning power consistent with O.C.G.A. § 36-66-5 and requirements of Article 37, Section 37.5 of the City of Flowery Branch Zoning Ordinance as identified below.

Sec. 37.5. Criteria for Granting Variances.

Any applicant requesting consideration of a variance to any provision of the zoning ordinance shall provide a written justification that one or more of the following condition(s) exist. The City Council shall not approve a variance application unless it shall have adopted findings that one or more of the following conditions exist:

(a) There are extraordinary and exceptional conditions or practical difficulties pertaining to the particular piece of property in question because of its size, shape or topography that are not applicable to other lands or structures in the same district;

(b) A literal interpretation of the provisions of this ordinance would effectively deprive the applicant of rights commonly enjoyed by other properties of the district in which the property is located;

(c) Granting the variance requested will not confer upon the property of the applicant any special privileges that are denied to other properties of the district in which the applicant's property is located;

(d) The requested variance will be in harmony with the purpose and intent of this ordinance and will not be injurious to the neighborhood or to the general welfare;

(e) The special circumstances are not the result of the actions of the applicant;

(f) The variances requested are the minimum variances that will make possible the proposed use of the land, building, or structure in the use district proposed; and

(g) The variance shall not permit a use of land, buildings or structures, which is not permitted by right in the zoning district or overlay district involved.

SECTION 2. LEGAL DESCRIPTION, VARIANCES GRANTED AND CONDITIONS IMPOSED:

The properties as shown in attached Exhibit "A" and as legally described in Exhibit "B" shall be granted the following variance from the requirements set forth in the Flowery Branch Zoning Ordinance Article 26, Section 26.7 Stream Buffer Protection: Buffer and Setback Requirements:

All land development activity subject to this ordinance shall meet the following requirements. Any land development activity within a buffer established in this Article or any impervious cover within a setback established in this Article is prohibited unless exempted, grandfather, or a variance is granted pursuant to this zoning ordinance.

(a) Buffer. An undisturbed natural vegetative buffer shall be maintained for 50 feet, measured horizontally, on both banks (as applicable) of the stream as measured from the top of the stream bank.

(b) Additional setback. An additional setback shall be maintained for 25 feet, measured horizontally, beyond the undisturbed natural vegetative buffer, in which all impervious cover shall be prohibited. Grading, filling and earthmoving shall be minimized within the setback.

Conditions set forth in Exhibit "C" are imposed on said property. Said Exhibits are incorporated by reference as if fully set forth herein.

SECTION 3. SEVERABILITY.

Should any section or provision of this Ordinance be declared invalid or unconstitutional by any court of competent jurisdiction, such declaration shall not affect the validity of this Ordinance as a whole or any part thereof which is not specifically declared to be invalid or unconstitutional.

Public Hearing Published	10/9/2024	First Reading	11/21/2024
Public Hearing	11/21/2024	Propose Second Read	12/5/2024

SECTION 4. EFFECTIVE DATE.

The effective date of this Ordinance shall be upon adoption by the City Council of the City of Flowery Branch, Georgia.

SECTION 5. REPEALER.

All ordinances and parts of ordinances in conflict herewith are hereby repealed to the extent of the conflict.

Adopted this 5th day of December 2024.

_____
Edward R. Asbridge, Mayor

ATTEST:

_____
Shelia R. Cooper, City Clerk

APPROVED AS TO FORM:

_____
Ted C. Baggett, City Attorney

Exhibit “A”

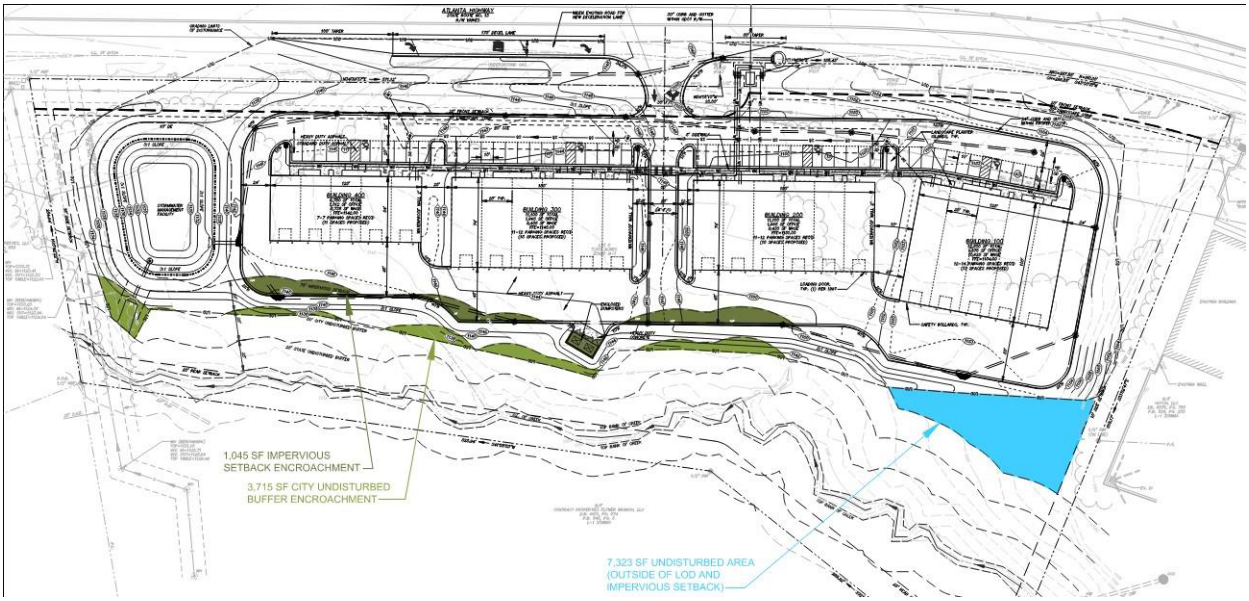

1,045 SF IMPERVIOUS SETBACK ENCROACHMENT
3,715 SF CITY UNDISTURBED BUFFER ENCROACHMENT
7,323 SF UNDISTURBED AREA (OUTSIDE OF LOD AND IMPERVIOUS SETBACK)

Exhibit "B"

Legal Description

All that tract or parcel of land lying and being in Land Lot 98, 8th Land District, Hall County, Georgia, being Lot 5 as shown on a survey for South Hall Business Park, dated September 20, 2001, last revised October 3, 2001, prepared by Rochester & Associates, Inc., Georgia Registered Land Surveyors and recorded in Plat Slide 805, page 105A of the Hall County, Georgia Plat Records, last revised at Plat Book 845, page 3 of the Hall County, Georgia Plat Records. Said plat and the record thereof are incorporated by reference for a more complete description of said property.

Exhibit "C"

1. The Land Disturbance Permit shall be substantially similar to the plan provided with the variance application including the limits of the encroachment into the impervious setback and the City's stream buffer.
2. The area of preservation shall be substantially similar to the area in size and location shown on the site plan provided with the Variance Application.
3. In the areas where disturbance occurs within the 50' undisturbed buffer, the applicant shall provide a replanting plan using a native mixture of species of trees and shrubs. The plan shall be sealed by a Georgia registered Landscape Architect. The final plan shall be approved by the Community Development Director.
4. Prior to the issuance of Certificate of Occupancy, the owner shall provide the City an as built survey of the development including the encroachment areas and preservation area.
    a. The area of encroachment into the impervious setback shall not exceed 1,045 SF.
    b. The area of encroachment into the 50-foot Undisturbed Stream Buffer shall not exceed 3,715 SF.
    c. The area of undisturbed preservation shall be no less than 7,323 SF.

DOVETAIL
civildesigninc

October 10, 2024

City of Flowery Branch
Community Development Department
5512 Main Street
Flowery Branch, GA 30542

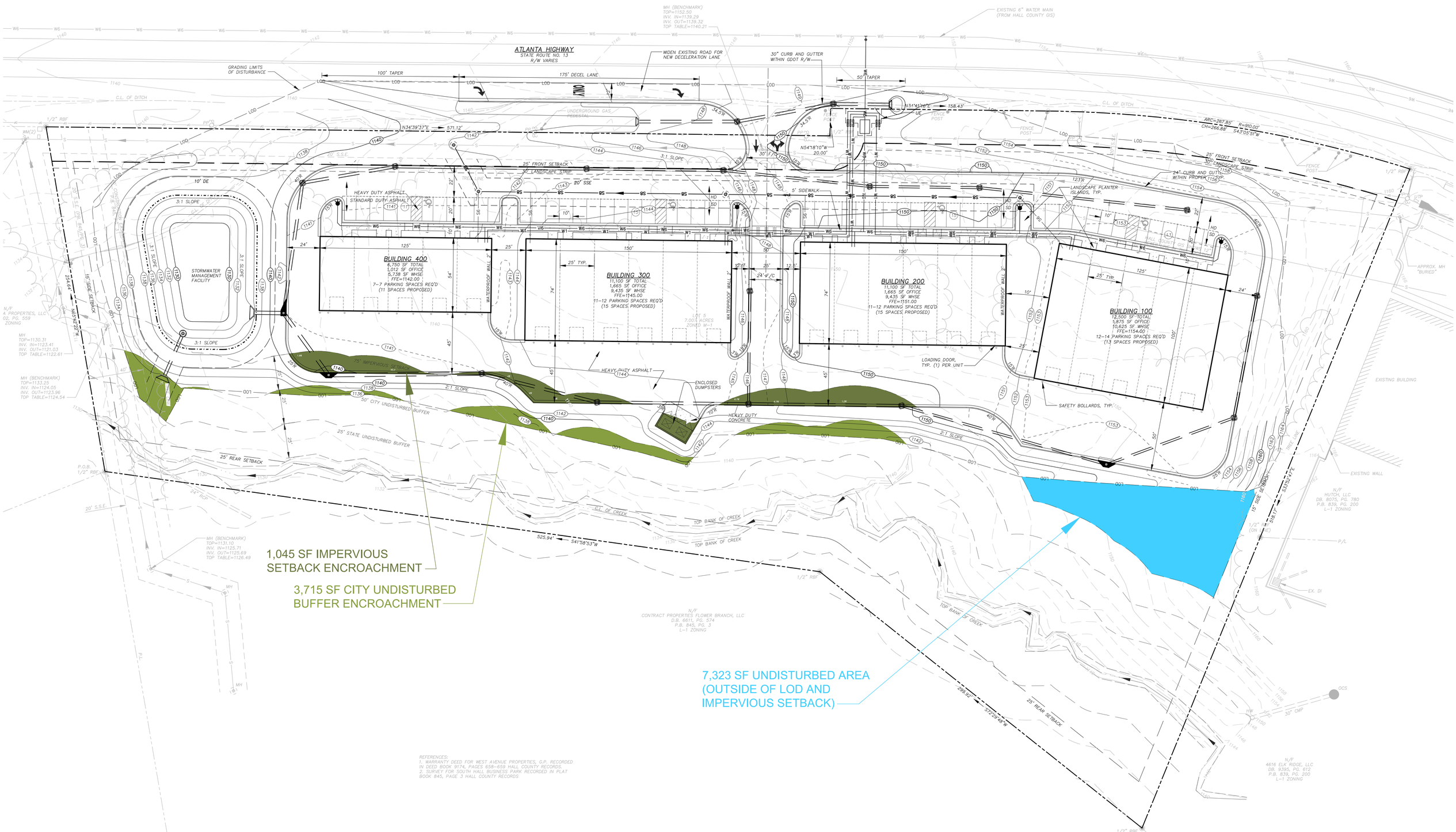
Re: Letter of Intent for Stream Buffer Variance Application
South Hall Business Park
DCD Project BSP002

The purpose of this letter is to request a variance for a stream buffer encroachment (Flowery Branch Zoning Ordinance Article 26, 26.7). The proposed development is located at 4627 Atlanta Hwy (Parcel #08092 000008) and will consist of 41,450 SF office/warehouse space, associated parking, onsite utilities and stormwater management. If approved, the variance will allow encroachments into the 75' impervious setback and the 50' city undisturbed buffer for the stream located onsite.

The total impervious setback encroachment is 1,045 SF, and the total city undisturbed buffer encroachment is 3,715 SF. These are shown in green on the attached exhibit. We are proposing a 7,323 SF mitigation area to balance the average buffer which is shown in blue on the attached exhibit. This area is located outside of the limits of disturbance (LOD) and the impervious setback that will remain undisturbed. All impervious surfaces onsite will be collected and piped to the proposed stormwater pond for water quality treatment and peak flow detention. This replicates the primary purpose of the local stream buffer and impervious setback while allowing minor encroachments due to the hardships imposed from the shape of the lot and topographical challenges.

Regards,

Jesse Partridge
Design Engineer
Dovetail Civil Design, Inc.


ATLANTA HIGHWAY
STATE ROUTE NO. 13
R/W VARIES
WIDEN EXISTING ROAD FOR NEW DECELERATION LANE
30" CURB AND GUTTER WITHIN GDOT R/W
GRADING LIMITS OF DISTURBANCE
100' TAPER
175' DECEL LANE
50' TAPER
MH (BENCHMARK)
TOP=1152.50
INV. IN=1139.29
INV. OUT=1139.32
TOP TABLE=1140.21
EXISTING 6" WATER MAIN
(FROM HALL COUNTY GIS)
N34°39'37"E 571.12'
N54°18'10"W 20.00'
N34°41'26"E 158.43'
ARC=267.85' R=910.00'
CH=266.88' S43°05'51"W
25' FRONT SETBACK
30' LANDSCAPE STRIP
24" CURB AND GUTTER WITHIN PROPERTY
LANDSCAPE PLANTER ISLANDS, TYP.
5' SIDEWALK
HEAVY DUTY ASPHALT
STANDARD DUTY ASPHALT
3:1 SLOPE
10' DE
20' S.S.E.
STORMWATER MANAGEMENT FACILITY
15' SIDE SETBACK
BUILDING 400
6,750 SF TOTAL
1,012 SF OFFICE
5,738 SF WHSE
FFE=1142.00
7-7 PARKING SPACES REQ'D
(11 SPACES PROPOSED)
BUILDING 300
11,100 SF TOTAL
1,665 SF OFFICE
9,435 SF WHSE
FFE=1145.00
11-12 PARKING SPACES REQ'D
(15 SPACES PROPOSED)
BUILDING 200
11,100 SF TOTAL
1,665 SF OFFICE
9,435 SF WHSE
FFE=1151.00
11-12 PARKING SPACES REQ'D
(15 SPACES PROPOSED)
BUILDING 100
12,500 SF TOTAL
1,875 SF OFFICE
10,625 SF WHSE
FFE=1154.00
12-14 PARKING SPACES REQ'D
(13 SPACES PROPOSED)
WATERPROOF WALL, TYP.
LOT 5
7.0071 ACRES
ZONED M-1
25' IMPERVIOUS SETBACK
30' CITY UNDISTURBED BUFFER
25' STATE UNDISTURBED BUFFER
25' REAR SETBACK
HEAVY DUTY ASPHALT
ENCLOSED DUMPSTERS
HEAVY DUTY CONCRETE
2:1 SLOPE
LOADING DOOR, TYP. (1) PER UNIT
SAFETY BOLLARDS, TYP.
50' BUFFER
40' R
45' R
C.L. OF DITCH
C.L. OF CREEK
TOP BANK OF CREEK
525.94' S41°58'53"W
288.92' S72°29'48"W
S31°59'47"E 318.17'
15' SIDE SETBACK
30' CMP
EXISTING BUILDING
EXISTING WALL
APPROX. MH "BURIED"
P.O.B. 1/2" RBF
1/2" RBF
1/2" RBF (CN)
24" ROD
P.L.
N/F
A PROPERTIES, LLC
02, PG. 559
ZONING
N/F
CONTRACT PROPERTIES FLOWER BRANCH, LLC
D.B. 6611, PG. 574
P.B. 845, PG. 3
L-1 ZONING
N/F
HUTCH, LLC
DB. 8075, PG. 780
P.B. 839, PG. 200
L-1 ZONING
N/F
4616 ELK RIDGE, LLC
DB. 9395, PG. 612
P.B. 839, PG. 200
L-1 ZONING
MH
TOP=1130.31
INV. IN=1123.41
INV. OUT=1121.03
TOP TABLE=1122.61
MH (BENCHMARK)
TOP=1133.25
INV. IN=1124.05
INV. OUT=1123.96
TOP TABLE=1124.54
MH (BENCHMARK)
TOP=1131.10
INV. IN=1125.71
INV. OUT=1125.69
TOP TABLE=1126.49
1,045 SF IMPERVIOUS SETBACK ENCROACHMENT
3,715 SF CITY UNDISTURBED BUFFER ENCROACHMENT
7,323 SF UNDISTURBED AREA (OUTSIDE OF LOD AND IMPERVIOUS SETBACK)
REFERENCES:
1. WARRANTY DEED FOR WEST AVENUE PROPERTIES, G.P. RECORDED IN DEED BOOK 9174, PAGES 658-659 HALL COUNTY RECORDS.
2. SURVEY FOR SOUTH HALL BUSINESS PARK RECORDED IN PLAT BOOK 845, PAGE 3 HALL COUNTY RECORDS

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Consider Master Services Agreement with ESG Engineering, Inc.

COUNCIL MEETING DATE: December 5, 2024

HISTORY:
The City entered into a master agreement with ESG Engineering in 2022 that governs the terms and conditions of subsequent projects and tasks. It identifies the rate schedule for hourly projects, the legal terms and conditions, and provides a certificate of insurance that protects the city.

FACTS AND ISSUES:
The master agreement does not trigger any fiscal liability, it merely establishes the terms and conditions for subsequent projects. Because municipalities cannot enter into multiyear service agreements, an update to the 2022 agreement is needed. In accordance with O.C.G.A. Section 36-60-13, the agreement before you provides for automatic annual renewals to these terms unless either party gives advance written notice of non-renewal. The agreement also allows either party to terminate the agreement with 30 days notice.

OPTIONS:
1) Approve the agreement as presented.
2) Do not approve the agreement as presented.

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:
No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

SAMPLE MOTION:
I move to approve the ESG Master Agreement as presented.

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Shelia Cooper

ATTACHMENTS

- Executive Summary - ESG Master Agreement.pdf
- 2024 ESG Maaster Agreement with Flowery Branch.pdf

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: MASTER AGREEMENT WITH ESG ENGINEERING

DATE: DECEMBER 02, 2024

(X) RECOMMENDATION
( ) POLICY DISCUSSION
( ) STATUS REPORT
( ) OTHER

BUDGET INFORMATION:
ANNUAL-
CAPITAL-

COUNCIL ACTION REQUESTED ON: DECEMBER 5, 2024

PURPOSE: The purpose of this agenda item is approve a new master agreement with ESG Engineering.

HISTORY: The City entered into a master agreement with ESG Engineering in 2022 that governs the terms and conditions of subsequent projects and tasks. It identifies the rate schedule for hourly projects, the legal terms and conditions, and provides a certificate of insurance that protects the city.

FACTS AND ISSUES:
The master agreement does not trigger any fiscal liability, it merely establishes the terms and conditions for subsequent projects. Because municipalities cannot enter into multiyear service agreements, an update to the 2022 agreement is needed. In accordance with O.C.G.A. Section 36-60-13, the agreement before you provides for automatic annual renewals to these terms unless either party gives advance written notice of non-renewal. The agreement also allows either party to terminate the agreement with 30 days notice.

OPTIONS: 1) Approve the agreement as presented.
2) Do not approve the agreement as presented.

RECOMMENDED SAMPLE MOTION: I move to approve the ESG Master Agreement as presented.

DEPARTMENT: Administration

Prepared by: Tonya Parrish/Ted Baggett

STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

ESG ENGINEERING'S OFFICE	6400 Peake Road, Macon, GA 31210
ESG ENGINEERING'S PROJECT	Master Agreement 2024/2025
PROJECT NAME:	Master Services Agreement for Comprehensive Engineering Services
CLIENT:	City of Flowery Branch
CLIENT'S ADDRESS:	5410 Pine Street, Flowery Branch, GA, 30542

CLIENT requests and authorizes ESG Engineering, Inc. (hereinafter "ESG Engineering") to perform the following Services:

Scope of Services

ESG Engineering, in support of Client, shall provide comprehensive engineering and consulting services on an as-needed basis at the request of Client. Specific services conducted by ESG Engineering shall be authorized through written Task Orders. Each Task Order shall consist of a Scope of Work containing a schedule, deliverables, and budget, in addition to a description of the services to be provided (the 'Services'). The terms and conditions of this Master Services Agreement (the 'Agreement') shall be applicable to each Task Order and incorporated by reference within each Task Order.

Compensation

Compensation by Client to ESG Engineering for each Task Order will be based on either a lump sum amount or a time and expense basis (Rate Table included as Attachment A), depending on the type of work to be performed for each Task Order. The type of compensation will be indicated in each Task Order.

If a Task Order is to be compensated on a time and expense basis, the Task Order shall specify a not-to-exceed amount. ESG Engineering shall incur no time or expense in excess of this amount without the express written approval of the Client.

ESG Engineering shall invoice Client on a monthly basis, with payment due and payable 30 days after receipt.

Other Terms

Each party's designated representative for a particular Scope of Work will be named in each Task Order.

The following documents shall be incorporated by reference to this Agreement following the mutual approval of any Task Order:

- Attachment A- Rate Table; Attachment B – Sample Task Order Scope of Services / Proposal (Initiated upon request of Client); and Attachment C – Schedule of Insurance Coverage.

Services covered by this AGREEMENT will be performed in accordance with the Provisions and applicable terms and conditions of the Task Order in question. This AGREEMENT supersedes all prior agreements and understandings and may only be changed by written amendment executed by both parties.

CLIENT: CITY OF FLOWERY BRANCH		**ESG ENGINEERING, INC.:**	
Signature		Signature	
Name (printed)		Name (printed)	
Title		Title	
Date		Date	

PROVISIONS

1. **Authorization to Proceed**

   Execution of this AGREEMENT by CLIENT will be authorization for ESG Engineering to proceed with the performance of Services defined by the issuance of a Task Order, unless otherwise provided for in this AGREEMENT.

2. **Per Diem Rates**

   ESG Engineering's and its affiliated companies' Per Diem Rates, when the basis of compensation, are those hourly or daily rates charged for Services performed in conjunction with a particular Task Order by ESG Engineering employees. If applicable, these rates will be contained in the issued and agreed upon task order.

3. **NOT USED**

4. **Cost Opinions**

   Any cost opinions or project economic evaluations provided by ESG Engineering will be on a basis of experience and judgment, but, since ESG Engineering has no control over market conditions or bidding procedures, ESG Engineering cannot warrant that bids, ultimate construction cost, or project economics will not vary from these opinions.

5. **Standard of Care**

   The standard of care applicable to ESG Engineering's services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time ESG Engineering's services are performed. ESG Engineering will re-perform any services not meeting this standard without additional compensation.

6. **Termination**

   This AGREEMENT may be terminated for convenience on 30 days' written notice or if either party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within 5 days of written notice and diligently complete the correction thereafter. On termination, ESG Engineering will be paid for all authorized work performed up to the termination date plus termination expenses, such as, but not limited to, reassignment of personnel, subcontract termination costs, and related closeout costs.

7. **Payment to ESG Engineering**

   Monthly invoices will be issued by ESG Engineering for all Services performed under this AGREEMENT. CLIENT shall pay each invoice within 30 days. Interest at a rate of 1-1/2 percent per month will be charged on all past-due amounts.

   In the event of a disputed billing, only that disputed portion will be withheld from payment, and the undisputed portion will be paid. CLIENT will exercise reasonableness in disputing any bill or portion thereof. No interest will accrue on any disputed portion of the billing until mutually resolved.

8. **Limitation of Liability**

   ESG Engineering's liability for CLIENT's damages will, in the aggregate, not exceed the limits of insurance coverage available at the time of signature of this agreement. This Provision takes precedence over any conflicting Provision of this AGREEMENT or any document incorporated into it or referenced by it.

   In no event shall ESG Engineering, its affiliated corporations, officers, employees, or any of its subcontractors be liable for any incidental, indirect, special, punitive, economic or consequential damages, including but not limited to loss of revenue or profits, suffered or incurred by CLIENT or any of its agents, including other contractors engaged at the project site, as a result of this Agreement or ESG Engineering's performance or non-performance of services pursuant to this Agreement.

   Limitations of liability provided herein will apply whether ESG Engineering's liability arises under breach of contract or warranty; tort, including negligence; strict liability; statutory liability; or any other cause of action, and shall include ESG Engineering's officers, affiliated corporations, employees, and subcontractors.

9. **Severability and Survival**

If any of the provisions contained in this AGREEMENT are held illegal, invalid or unenforceable, the other provisions shall remain in full effect. Limitations of liability shall survive termination of this AGREEMENT for any cause.

10. No Third Party Beneficiaries

This AGREEMENT gives no rights or benefits to anyone other than CLIENT and ESG Engineering and its third party beneficiaries as provided in Provision 8.

11. Materials and Samples

Any items, substances, materials, or samples removed from a project site for testing, analysis, or other evaluation will be returned to the project site unless agreed to otherwise. CLIENT recognizes and agrees that ESG Engineering is acting as a bailee and at no time assumes title to said items, substances, materials, or samples. CLIENT recognizes that ESG Engineering assumes no risk and/or liability for a waste or hazardous waste site originated by other than ESG Engineering.

12. Assignments

Neither party shall have the power to or will assign any of the duties or rights or any claim arising out of or related to this AGREEMENT, whether arising in tort, contract or otherwise, without the written consent of the other party. Any unauthorized assignment is void and unenforceable.

13. Integration

This AGREEMENT incorporates all previous communications and negotiations and constitutes the entire agreement of the parties. If CLIENT issues a Purchase Order in conjunction with performance of the Services, general or standard terms and conditions on the Purchase Order do not apply to this AGREEMENT.

14. Force Majeure

If performance of the Services is affected by causes beyond ESG Engineering's reasonable control, project schedule and compensation shall be equitably adjusted.

15. Dispute Resolution

The parties will use their best efforts to resolve amicably any dispute, including use of alternative dispute resolution options.

16. Changes

CLIENT may make or approve changes within the general Scope of Services provided by the terms of a particular Task Order. If such changes affect ESG Engineering's cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to the Task Order in question.

17. Opinions of Cost, Financial Considerations, and Schedules

In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for a project, ESG Engineering has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, ESG Engineering makes no warranty that CLIENT's actual project costs, financial aspects, economic feasibility, or schedules will not vary from ESG Engineering's opinions, analyses, projections, or estimates. If CLIENT wishes greater assurance as to any element of Project cost, feasibility, or schedule, CLIENT will employ an independent cost estimator, contractor, or other appropriate advisor.

18. Access to Facilities and Property

CLIENT will make its facilities accessible to ESG Engineering as required for the performance of its services and will provide labor and safety equipment as required by ESG Engineering for such access. CLIENT will perform, at no cost to ESG Engineering, such tests of equipment, machinery, pipelines, and other components of CLIENT's facilities as may be required in connection with ESG Engineering's services.

19. Reuse of Project Documents

All reports, drawings, specifications, documents, and other deliverables of ESG Engineering, whether in hard copy or in electronic form, are instruments of service for the pertinent Task Order, whether the Task Order is completed or not. CLIENT agrees to indemnify ESG Engineering and its officers, employees, subcontractors, and affiliated corporations from all claims, damages, losses, and costs, including, but not limited to, litigation expenses and attorney's fees arising out of or related to the unauthorized reuse, change or alteration of these Task Order documents to the extent allowed under Georgia law.

20. Client-Furnished Data

CLIENT will provide to ESG Engineering all data in CLIENT's possession relating to ESG Engineering's Services. ESG Engineering will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by CLIENT.

21. Term

The term of this agreement shall be from the date of execution until June 30, 2025. It shall automatically renew on July 1, 2025 for a period of one year to run consecutively with the fiscal year of the city unless terminated by thirty (30) days written notice delivered in advance by either party. Thereafter, this agreement shall automatically renew for three consecutive one (1) year periods that run concurrently with the city's fiscal year unless terminated by thirty (30) days written notice delivered in advance by either party.

Appendix A

RATE SCHEDULE

ESG ENGINEERING

2024 Hourly Billing Rates

TO Flowery Branch

FROM: ESG Engineering, Inc.

Hourly Billing Rates for 2024

Staff Title	2024 Hourly Rates
Principal	195
Senior Technologist	180
Senior Project Engineer	165
Project Engineer/Project Manager	144
Senior GIS Analyst	120
Staff Engineer III	117
Staff Engineer II	106
Staff Engineer	95
Engineering Intern	86
CAD Tech I	95
GIS Tech	85
Admin	68
GPS Tech	65
Engineering Intern	55

Appendix B

ESG ENGINEERING

TASK ORDER AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is by and between ESG Engineering, Inc. (ESG Eng) and _____, by and through itsCity Council (the "City").

ESG Eng's Address: 6400 Peake Road, Macon Georgia 31210

City's Address: _____

Project Name: _____

Project Location: _____

ESG Project Number: _____

The City and ESG Eng are parties to the "Task Order Agreement for Consultant Services (Master Services Agreement)" dated the _____ day of _____, 2022 (the 'Agreement'). The Scope of Services to be performed under this Task Order shall be performed subject to the terms and conditions of said Agreement.

1 SCOPE OF SERVICES

ESG Eng, in conjunction with sub-consultants, will perform the following Scope of Services:

Task 1- Design Engineering and Permitting

- Provide Complete set of Construction Plans, Technical Specifications, and Bidding Documents for City's use in procuring public bids
- Assist City during bid and contracting process including coordination and attendance at Bid Opening, contract administration and coordination and attendance at a Preconstruction Conference

All work under this task shall be billed lump sum at the price provided in the included table.

Task 2- Construction Administration

- Review and approve all submittals, schedules, and subcontractor lists
- Attend progress meetings and verify construction progress and adherence to approved Plans and Specifications
- Review and approve all payment requests
- Oversee punchlist meeting and provide Certification of Work Complete

All work under this task shall be billed lump sum at the price provided in the included table.

2 COMPENSATION

The City will compensate ESG Eng as set forth below for the tasks described and for the Scope of Services performed by ESG pursuant to the terms provided below and the terms and conditions of the Agreement. In the event of a conflict between the provisions of this Task Order and the terms of the Agreement concerning the issue of compensation, the conflict or ambiguities shall be resolved according to the applicable compensation terms of this Task Order.

Task 1 - Design Engineering including Plans & Specifications utilizing the City's format, bid administration, and contract administration	$
Task 2 - Construction Administration including monthly progress meetings, verification of construction progress (project inspection once/week on average) and payment request approval, punch list meeting, and engineer's certification of work complete	$
Total Amount	**$**

*Full Time Resident Observation is not included in this task

3 OBLIGATIONS OF THE CITY

In addition to those obligations provided by the terms and conditions of the Agreement, the City shall:

3.1 City-Furnished Data

The City will provide to ESG all data in the City's possession relating to ESG's performance of the Scope of Services regarding the PROJECT. ESG will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by the City.

3.2 Access to Facilities and Property

The City will make its facilities accessible to ESG as required for ESG's performance of the Scope of Services and will provide labor and safety equipment as required by ESG for such access. The City will perform, at no cost to ESG, such tests of equipment, machinery, pipelines, and other components of the City's facilities as may be required in connection with ESG's services.

3.3 Operations Assistance and Services

The City authorizes ESG to operate, modify, inspect and otherwise physically manipulate equipment, furnishings, property and other elements associated with the performance of the Scope of Services. The City authorizes ESG to take such actions in these respects as ESG considers necessary to meet the objectives of the Scope of Services.

3.4 Advertisements, Permits, and Access

The City will obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, or federal authorities; and land, easements, rights-of-way, and access necessary for ESG's services.

3.5 Timely Review

The City will examine ESG's studies, reports, sketches, drawings, specifications, proposals, and other documents; obtain advice of an attorney, insurance counselor, accountant, auditor, bond and financial advisors, and other consultants as the City deems appropriate; and render in writing decisions required by the City in a timely manner.

3.6 Prompt Notice

The City will give prompt written notice to ESG whenever the City observes or becomes aware of any development that affects the scope or timing of ESG's performance, or of any defect in the work of ESG.

3.7 Changes

The City may request changes within the general Scope of Services in this Task Order. If such changes affect ESG's cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to this Task Order. All requested changes will be made in writing and are subject to acceptance by ESG.

4 GENERAL LEGAL PROVISIONS

4.1 Authorization to Proceed

Execution of this Task Order by the City will be authorization for ESG to proceed with the work, unless otherwise provided for in this Task Order.

4.2 Force Majeure

ESG is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of ESG. In any such event, ESG's contract price and schedule shall be equitably adjusted.

4.3 No Conflict of Interest for Future Work

The services performed by ESG under this Task Order do not preclude ESG from proposing on or providing such services to the City in the future. Information and knowledge gained by ESG in providing services under this contract shall not constitute a conflict of interest in proposing on or providing full contract operations, full contract maintenance, or full contract utility management.

4.4 Third Party Beneficiaries and Scope of Services

This Task Order gives no rights or benefits to anyone other than the City and ESG and has no third party beneficiaries. The services to be performed for the City by ESG are defined solely by this Task Order and the terms and conditions of the Agreement.

4.5 Materials and Samples

Any items, substances, materials, or samples removed from the project site for testing, analysis, or other evaluation will be returned to the project site within 60 days of close-out unless agreed to otherwise. Exceptions to this clause are items subjected to destructive testing or samples with nominal intrinsic value, such as samples of liquid, solid or gaseous materials that are non-hazardous. The City recognizes and agrees that ESG is acting as a Bailee and at no time assumes title to said items, substances, materials, or samples.

4.6 Assignments

Neither party shall have the power to or will assign any of the duties or rights or any claim arising out of or related to this Task Order, whether arising in tort, contract or otherwise, without the written consent of the other party. Any unauthorized assignment is void and unenforceable. These conditions and the entire Task Order are binding on the successors and assigns of the parties hereto.

5 ATTACHMENTS, SCHEDULES, AND SIGNATURES

This Task Order, including its attachments and schedules, and the terms and conditions of the Agreement constitutes the entire agreement between the parties, supersedes all prior written or oral understandings, and may only be changed by a written amendment executed by both parties.

IN WITNESS WHEREOF, the parties execute below:

Approved for _____ (Print and sign name)

By_____

Name_____

Title_____

Date _____

Approved for ESG Engineering (Print and sign name)

By_____

Name_____

Title_____

Date _____

Client#: 754881 WATERHOLDI2

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/22/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Brandi Thompson	
Marsh & McLennan Agency LLC 200 Brookstone Centre Pkwy Suite 118 Columbus, GA 31904	PHONE (A/C, No, Ext): 706-324-6671	FAX (A/C, No):
	E-MAIL ADDRESS: Brandi.Thompson@MarshMMA.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : AXIS Surplus Insurance Company	26620
INSURED ESG Engineering, Inc. Attn: Roger Dodd 6400 Peake Road Macon, GA 31210	INSURER B : Safety National Casualty Corporation	15105
	INSURER C : Ascot Specialty Insurance Company	45055
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			SP005105032024	09/01/2024	09/01/2025	EACH OCCURRENCE	$2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$25,000
							PERSONAL & ADV INJURY	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$4,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$4,000,000
	OTHER:						Gen Agg Cap	$10,000,000
B	AUTOMOBILE LIABILITY			CA6676598	09/01/2024	09/01/2025	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR			SX005106032024	09/01/2024	09/01/2025	EACH OCCURRENCE	$8,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$8,000,000
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			LDC4068416	09/01/2024	09/01/2025	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N / A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
A	Pollution Liab			SP005105032024	09/01/2024	09/01/2025	$2,000,000 per claim	
A	*Professional			SP005105032024	09/01/2024	09/01/2025	$2,000,000 per claim	
C	**Professional			RPLP2410000037	09/01/2024	09/01/2025	$5,000,000 per claim	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

***Professional Policy No SP005105032024 excludes Community Management Services**

****Professional Policy No RPLP2410000037 includes Community Management Services only**

CERTIFICATE HOLDER

City of Flowery Branch
5410 Pine St
Flowery Branch, GA 30542

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

PETER J. KRAUSE

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FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Consider Construction Manager Contract with ESG Engineering, Inc.

COUNCIL MEETING DATE: December 5, 2024

HISTORY:
The City of Flowery Branch has seen a substantial increase in population over the last several years with an even more substantial increase in wastewater influent as the entire region has seen the same growth. With that growth, there is the need for the wastewater treatment facility to expand to manage the incoming flow. With the design complete and Archer Western serving as the CMAR to complete the construction phase, inspection and oversight services are needed for the approximately two year construction duration.

FACTS AND ISSUES:
The construction manager/inspection role was discussed as a future task in the original ESG Engineering, Inc. design task order with a scope and fee to be determined once the construction schedule was defined and field work was ready to begin. The level of construction oversight has been optimized to only the amount required to complete proper construction inspection and engineering review of submittals, requests for information (RFI), and other design related support as part of the CMAR construction phase. The scope of support will provide a single highly qualified construction manager (CM) who will not only handle all construction documentation activities, but also site inspection and quality assurance for the duration of the project. The CMs role will be to serve as an interface between the existing facilityâ€™s operational staff and the construction team to ensure the construction activities do not hinder the operations staff from continuing to produce high quality effluent during the duration of the project. Any required field coordination will be managed by the on site CM. In addition to the on site services, the design engineers will provide design support to help respond to engineering questions as well as review equipment product submittals to ensure compliance with the specifications. Included in the office engineering effort is all support related to the land disturbance, building permit, and DOT permitting processes. It is anticipated that the construction of the Flowery Branch WRF will take approximately two years to complete.

To be in compliance with Georgia Environmental Finance Authority (GEFA) and EPD, staff requests approval of this contract.

OPTIONS:
Approve or Deny

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:
Yes

AMOUNT AND SOURCE OF FUNDS:

$988,650 - Sewer Bonds

RECOMMENDATION:
Authorize a contract with ESG Engineering, Inc. for construction management and construction inspection services for the construction of the Flowery Branch Water Reclamation Facility (WRF).

SAMPLE MOTION:
I make a motion to approve the attached Construction Management contract with ESG Engineering, Inc. for an amount not to exceed $988,650.

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Shelia Cooper

ATTACHMENTS

- Executive Summary - Construction Management Contract ESG.pdf
- Task Order Flowery Branch WRF CM.pdf

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Consideration of Construction Manager Contract with ESG Engineering, Inc.

DATE: November 18, 2024

(X) RECOMMENDATION
( ) POLICY DISCUSSION
( ) STATUS REPORT
( ) OTHER

BUDGET INFORMATION:
ANNUAL- No change
CAPITAL- $988,650 (Sewer Bonds)

COUNCIL ACTION REQUESTED ON: November 21, 2024

PURPOSE: Authorizing a contract with ESG Engineering, Inc. for construction management and construction inspection services for the construction of the Flowery Branch Water Reclamation Facility (WRF).

HISTORY: The City of Flowery Branch has seen a substantial increase in population over the last several years with an even more substantial increase in wastewater influent as the entire region has seen the same growth. With that growth, there is the need for the wastewater treatment facility to expand to manage the incoming flow. With the design complete and Archer Western serving as the CMAR to complete the construction phase, inspection and oversight services are needed for the approximately two year construction duration.

FACTS AND ISSUES: The construction manager/inspection role was discussed as a future task in the original ESG Engineering, Inc. design task order with a scope and fee to be determined once the construction schedule was defined and field work was ready to begin. The level of construction oversight has been optimized to only the amount required to complete proper construction inspection and engineering review of submittals, requests for information (RFI), and other design related support as part of the CMAR construction phase. The scope of support will provide a single highly qualified construction manager (CM) who will not only handle all construction documentation activities, but also site inspection and quality assurance for the duration of the project. The CMs role will be to serve as an interface between the existing facility's operational staff and the construction team to ensure the construction activities do not hinder the operations staff from continuing to produce high quality effluent during the duration of the project. Any required field coordination will be managed by the on site CM. In addition to the on site services, the design engineers will provide design support to help respond to engineering questions as well as review equipment product submittals to ensure compliance with the specifications. Included in the office engineering effort is all support related to the land disturbance, building permit, and DOT permitting processes. It is anticipated

that the construction of the Flowery Branch WRF will take approximately two years to complete.

To be in compliance with Georgia Environmental Finance Authority (GEFA) and EPD, staff requests approval of this contract.

OPTIONS: Approve or Deny

RECOMMENDED SAMPLE MOTION: I make a motion to approve the attached Construction Management contract with ESG Engineering, Inc. for an amount not to exceed $988,650.00.

DEPARTMENT: Administration

Prepared by: Tonya D. Parrish

City of Flowery Branch
General Services Agreement

Task Order No. 24-01

Task Order No. 24-01, is an Agreement ("AGREEMENT") between ESG Engineering, Inc and the City of Flowery Branch ("OWNER"), for a PROJECT generally described as follows: Flowery Branch Water Reclamation Facility (WRF) Expansion Construction Management.

Article 1. Scope of Work

The ENGINEER agrees to furnish OWNER with the following specific services:

Task 1 – Construction Oversight

The ENGINEER's Construction Manager (CM) will resolve technical, schedule, staffing and cost issues. Close contact will be maintained with the OWNER's designated point of contact who will be kept informed of technical, schedule, cost, and other issues affecting the construction work.

Pre-Construction Coordination

ENGINEER will provide pre-construction services prior to the construction of the Flowery Branch WRF expansion which will include the CM, and Document Controls Specialist, to coordinate pre-construction tasks. These tasks are described in further detail below.

Pre-Construction Meeting**:** ENGINEER shall coordinate and chair one (1) pre-construction conference to review PROJECT communication, coordination, and other procedures and discuss the Contractor's general work plan. The ENGINEER to provide preconstruction meeting agenda and minutes.

Construction Observation

Tasks performed by ENGINEER during construction are described below. ENGINEER will provide a full-time Construction Manager (2yrs) for the construction period.

Project Site Meetings: ENGINEER will conduct weekly meetings with the Contractor to discuss the Contractor's progress. (Contractor to provide agenda and minutes based on their planned weekly activities.)

Correspondence and Communications: ENGINEER will coordinate written communications among the Contractor, ENGINEER and OWNER during the construction of the Flowery Branch WRF. ENGINEER will prepare written communications on an as-needed basis to the Contractor and provide recommendations to OWNER for written communications between OWNER and Contractor.

Contractor's Schedule: ENGINEER will review the Contractor's construction schedule monthly and verify that it is consistent with the requirements of the contract for construction. ENGINEER will advise the Contractor of discrepancies, if any. ENGINEER will provide a Project Controls specialist for schedule review.

As-Built Review: Engineer shall perform periodic reviews of the contractors field As-Built drawings. Upon completion of the project the ENGINEER will provide the OWNER with a scope and cost to modify

the facility As-Built drawings if required. (Given the simple nature of this expansion, it is not expected that significant drawing modification will be required)

Payment Requests: ENGINEER will receive and review monthly requests for payment from the Contractor. ENGINEER will verify that the amount requested reflects the progress of the Contractor's work and provide recommendations to OWNER as to the acceptability of the requests. ENGINEER shall also advise OWNER monthly as to the status of the total amounts requested, paid, and remaining to be paid under the terms of the contract for construction.

Field/Change Orders: ENGINEER will receive and review the Contractor's response to any requests for change and will obtain such further information as is necessary to evaluate the basis for the Contractor's proposal. ENGINEER will assist OWNER with negotiations of the proposal and, upon approval by OWNER, prepare final change order documents for execution by OWNER and Contractor.

Claims and Disputes: ENGINEER will receive, log, and notify OWNER of written documentation including letters and notices from the Contractor concerning claims or disputes between the Contractor and OWNER pertaining to the acceptability of the work or the interpretation of the requirements of the contract for construction. ENGINEER will review such letters and notices and will discuss them with the Contractor, as necessary, to understand each such claim or dispute. ENGINEER will advise OWNER regarding the Contractor's compliance with the contract requirements for such claims and disputes. ENGINEER will assist OWNER in discussions with the Contractor to resolve claims and disputes.

Review of Work: ENGINEER will conduct observations of the Contractor's work for the purposes of determining if the work generally conforms to the contract for construction and that the integrity of the design concept as reflected in the contract for construction has been implemented and preserved by the Contractor. This inspection work will be documented with photos and daily reports when necessary.

Deficient and Non-conforming Work: Should ENGINEER discover or believe that any work by the Contractor is not in accordance with the contract for construction, or is otherwise defective or does not conform to the requirements of the contract or applicable rules and regulations, ENGINEER shall bring this to the attention of the Contractor and OWNER either verbally or in writing. ENGINEER shall thereupon monitor the Contractor's corrective actions and shall advise OWNER as to the acceptability of the corrective actions.

Regulatory and Third-Party Testing and Inspections: ENGINEER will monitor the Contractor's coordination of inspection and testing by regulatory and third-party agencies that have jurisdiction over the PROJECT.

Subsurface and Physical Conditions: Whenever the Contractor notifies ENGINEER or OWNER of subsurface or physical conditions at the site which differ from that represented in the construction contract, ENGINEER will advise OWNER first verbally and then in writing and inspect the conditions at the site. ENGINEER will advise OWNER as to the appropriate action(s), and will assist OWNER in responding to the Contractor.

Testing Services: No testing services by the ENGINEER are included in this scope. The OWNER or Contractor will employ independent firms for the material testing, specialty inspection, survey, or other services related to verifying the quality of the Contractor's work. ENGINEER will assist in coordinating OWNER- or Contractor-provided testing, specialty inspection and survey services as well as review the

reports and other information prepared by the independent firms.

Off-Site Tests and Inspections: No factory or off-site testing observation by the ENGINEER is included in this scope. In the event such testing is needed, ENGINEER will, at the OWNER's request, coordinate tests and inspections of work, materials and equipment for the PROJECT at off-site facilities and at supplier's locations, as specified in the contract for construction. Upon request these services can be provided to the OWNER at additional cost. The cost of these services will be invoiced by ENGINEER on a time and expense basis.

Substantial and Final Completion: ENGINEER will assist OWNER with inspections at substantial and final completion, in accordance with the contract for construction. ENGINEER will prepare up to two (2) separate punch lists of items requiring completion or correction. ENGINEER shall make recommendations to OWNER regarding acceptance of the work based upon the results of the final inspection.

Warranty Period Services: ENGINEER will participate in one (1) end-of-warranty period inspection one month prior to completion of the one-year warranty period and provide OWNER with a letter identifying any deficiencies found and recommended actions.

Contract Close Out: ENGINEER will assist OWNER in issuing documents for final completion and acceptance of the work to closeout the contract. ENGINEER will advise OWNER on final payment, release of retention, and release of insurance and bonds.

ENGINEER will coordinate with the Contractor for the submission of required manuals for operation and maintenance and for training of OWNER's staff by the Contractor.

ENGINEER will receive the Contractor's submittals of required warranties, guarantees, lien releases and other similar documents as required by the contract for construction. ENGINEER will advise OWNER as to the acceptability and compliance of these documents with the contract for construction.

ENGINEER will provide to OWNER project documents and records for final archiving.

Task 1 Hours Breakdown:

Staff/Role	Hours	Hourly Rate	Sub-Total
Brad Waller, CM	4,160	$140.00	$582,400
Electrical/Structural Inspections	250	$165.00	$41,250
Expenses			$10,000
		Total:	$633,650

Task 2 Office Engineering

Shop Drawings, Samples, and Submittals

Submittal Schedule: ENGINEER will obtain from the Contractor a proposed shop drawing and submittal schedule which shall identify all shop drawings, samples and submittals required by the contract for construction, along with the anticipated dates for submission.

Review of Shop Drawings, Samples and Submittals: ENGINEER will provide technical reviews of the up to one hundred (100) Contractor's shop drawings, samples, and other submittals and maintain logs. It is estimated that ENGINEER will require up to four (4) hours to review each submittal. These hours will be split between the appropriate discipline leads as needed.

Proposed Substitutions: ENGINEER will review Contractor requests for substitution of materials and equipment and will advise OWNER as to the acceptability of such substitutions.

Contractor Clarifications and Interpretations: ENGINEER will review and provide up to one hundred (100) written responses to the Contractor's request for interpretation or clarification of the contract documents as is reasonable and in a timely fashion. ENGINEER will log and track the Contractor's requests. It is estimated that ENGINEER will require 2 hours per written response. These hours will be split among various discipline leads.

Startup Services: The ENGINEER will provide startup services as need to functionally and performance test all equipment installed and brought online during the construction project.

Document Controls System: The ENGINEER will help manage the document controls for submittals, RFIs, change orders, etc. through the use of an electronic document storage system provided by the CMAR.

Task 2 Office Engineering:

Service	**Lump Sum**
Office Engineering (Submittals, RFIs, Engineer Site Visit and Support)	$355,000
Total:	$355,000

Article 2. Compensation

Compensation by OWNER to ENGINEER will be as follows:

The total cost for Task Order No. 24-01, enumerated in ARTICLE 1 (Tasks 1 and 2) herein will be completed for the itemized amounts below totaling $988,650.00 unless changed by written amendment signed by both Parties.

Task 1 Construction Oversight…….$633,650 (Time and Materials Not to Exceed)
Task 2 Office Engineering……..$355,000 (Lump Sum)

OTHER PROVISIONS

As provided in the General Services Agreement, this TASK ORDER will become part of the referenced AGREEMENT when executed by both parties.

For the OWNER, **City of Flowery Branch**.
Dated this _____ day of _____, 2024

By:_____
Name Title

For the **ESG Engineering, Inc**,
Dated this _____ day of _____, 2024

By:_____
Name Title

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Consider Resolution 24-010 to authorize the City to Participate in an Amicus Brief Supporting the Reversal of the Chang v. City of Milton Decision

COUNCIL MEETING DATE: December 5, 2024

HISTORY:
A jury in the State Court of Fulton County rendered a verdict of $35,000,000 against the City of Milton, Georgia in a case stemming from an automobile accident in 2016. The City appealed that ruling to the Georgia Court of Appeals which affirmed the trial court verdict. The City now seeks to have the Georgia Supreme Court exercise its discretion to review the decision of the Court of Appeals and to overturn the ruling based on the doctrine of sovereign immunity. The facts of the case were essentially that a driver died after their car left the roadway by virtue of colliding with a masonry planter in the cityâ€™s right-of-way that had been in place for decades without incident. The Court determined that merely having the planter in the right-of-way constituted a failure of the city to perform a ministerial duty sufficient to hold the city responsible.

FACTS AND ISSUES:
Amicus briefs (â€œfriend of the Courtâ€) are often filed by parties other than those directly involved in litigation at the appellate level in order to advise the court of the significance of the issues and their potential impact on others similarly situated. The City of Milton has encouraged multiple cities to agree to be a part of an amicus brief aimed at stressing the implications of the decision of the trial court and Court of Appeals in the Chang case. The brief is being authored by one of the attorneys working for the City of Milton and will be circulated for review to the city attorneys for the participating cities.

OPTIONS:
1) Approve the resolution to allow the city to be named as an amicus party.
2) Do not approve the resolution to allow the city to be named as an amicus party.

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:
No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

SAMPLE MOTION:
I move to approve Resolution Number 24-010 authorizing the City to be named as an amicus party, along with other cities, in a brief to the Georgia Supreme Court, seeking to overturn the Chang decision.

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Shelia Cooper

ATTACHMENTS

- Executive Summary - Chang v. Milton.pdf
- Resolution 24-010 Supporting Chang v. Milton.pdf

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Consider Resolution Number 24-010 to authorize the City to participate in an amicus brief supporting the reversal of the Chang v. City of Milton decision.

DATE: December 5, 2024

BUDGET INFORMATION:
ANNUAL- N/A
CAPITAL- N/A

( )RECOMMENDATION
(X) POLICY DISCUSSION
( ) STATUS REPORT
( ) OTHER

COUNCIL ACTION REQUESTED ON: December 5, 2024

PURPOSE: Adopt a Resolution authorizing the City to be named as an amicus party in an appeal to the Georgia Supreme Court seeking to overturn a decision of the Georgia Court of Appeals that exposes cities across Georgia to significant liability.

HISTORY: A jury in the State Court of Fulton County rendered a verdict of $35,000,000 against the City of Milton, Georgia in a case stemming from an automobile accident in 2016. The City appealed that ruling to the Georgia Court of Appeals which affirmed the trial court verdict. The City now seeks to have the Georgia Supreme Court exercise its discretion to review the decision of the Court of Appeals and to overturn the ruling based on the doctrine of sovereign immunity. The facts of the case were essentially that a driver died after their car left the roadway by virtue of colliding with a masonry planter in the city's right-of-way that had been in place for decades without incident. The Court determined that merely having the planter in the right-of-way constituted a failure of the city to perform a ministerial duty sufficient to hold the city responsible.

FACTS AND ISSUES: Amicus briefs ("friend of the Court") are often filed by parties other than those directly involved in litigation at the appellate level in order to advise the court of the significance of the issues and their potential impact on others similarly situated. The City of Milton has encouraged multiple cities to agree to be a part of an amicus brief aimed at stressing the implications of the decision of the trial court and Court of Appeals in the Chang case. The brief is being authored by one of the attorneys working for the City of Milton and will be circulated for review to the city attorneys for the participating cities.

OPTIONS:

1) Approve the resolution to allow the city to be named as an amicus party.
2) Do not approve the resolution to allow the city to be named as an amicus party.

RECOMMENDED SAMPLE MOTION:

I move to approve Resolution Number 24-010 authorizing the City to be named as an amicus party, along with other cities, in a brief to the Georgia Supreme Court, seeking to overturn the Chang decision.

DEPARTMENT: Legal

Prepared by: Ted Baggett

RESOLUTION NO. 24-010

RESOLUTION OF THE CITY OF FLOWERY BRANCH, GEORGIA (the "CITY") AUTHORIZING PARTICIPATION IN AN AMICUS BRIEF IN THE CHANG V. CITY OF MILTON APPEAL

WHEREAS, there is presently pending before the Supreme Court of Georgia a request for a discretionary appeal of a civil lawsuit that, at the trial court level, was referred to as Chang, et. al. v. City of Milton, State Court of Fulton County, Case No. 18EV004442;

WHEREAS, the case involves a claim of liability against the City of Milton for personal injuries due to a 2016 vehicle collision with a fixed obstruction (a masonry planter) located on City-owned right of way where the obstruction was outside the motoring lanes of travel;

WHEREAS, the masonry planter had been at the same location since 1992 and had never been the subject of a complaint or prior accident;

WHEREAS, at the trial court, the City of Milton was found to be partially at fault and a jury awarded money damages against the City of Milton of $35,000,000;

WHEREAS, the Court of Appeals affirmed the findings of the trial court, City of Milton v. Chang, et. al., 2024 WL 4195584 (Chang appellate ruling);

WHEREAS, the Court of Appeals ruled that the "*planter…was a hazard for vehicles leaving the travel lanes*" and that its presence "*renders the use of these thoroughfares more hazardous*;"

WHEREAS, the CITY is concerned by the Court of Appeals decision finding that a municipality may be liable for fixed obstructions located outside the motoring lanes of travel where the obstruction had never been the subject of a prior collision or complaint;

WHEREAS, the CITY believes the Court of Appeals decision is inconsistent with existing legal precedent and should be overturned; and,

WHEREAS, the CITY believes the financial implications of the Court of Appeals decision could be devastating for Georgia municipalities.

NOW THEREFORE BE IT RESOLVED, that the CITY does hereby authorize participation in an amicus brief before the Georgia Supreme Court asking that the Chang appellate ruling be considered by the Supreme Court and reversed. An amicus brief so tendered may include the City's name as a participating party; provided that the City Attorney is permitted to review said brief prior to filing and deems it to accurately reflect the will of the governing authority as expressed in this resolution.

This 5th day of December, 2024.

_____
Edward R. Asbridge, Mayor

Attest:

_____
Shelia R. Copper, City Clerk

[SEAL]

Approved as to form:

_____
Ted Baggett, City Attorney

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Consider Resolution 24-011: To Become a Member of the Georgia Interlocal Risk Management Agency (GIRMA) and Participate in One or More of GIRMA's Funds.

COUNCIL MEETING DATE: December 5, 2024

HISTORY:
House Bill 451, The Ashley Wilson Act, becomes effective January 1, 2025. This Act requires all public entities in Georgia to offer a supplemental benefit program for eligible first responders diagnosed with post-traumatic stress disorder (PTSD) resulting from exposure to line of duty traumatic events. It creates two once-per-lifetime financial safety nets to assist with uninsured costs associated with PTSD treatment and recovery. A first responder may access the benefits quickly and confidentially without worry over stigma or job loss. The Act does not impact employer health plans, which are required to provide coverage for PTSD and other mental health conditions. However, health plans do not cover all costs associated with treatment and recovery such as deductibles, co-pays, and out-of-network treatment costs.

An eligible first responder diagnosed with PTSD arising from a qualifying traumatic event that occurred on or after July 1, 2024, may submit a claim on or after January 1, 2025, and must also submit proof that a diagnosis of PTSD was made on or after January 1, 2025.

In Georgia, a first responder may file a claim for occupational PTSD under workersâ€™ compensation provided the PTSD follows from or because of a physical injury in the line of duty. However, the workersâ€™ compensation system is not designed to address and treat mental injuries. The system does not meet the first respondersâ€™ confidentiality needs since employers and supervisors are notified of PTSD claims and does not allow a first responder to choose their own mental health care providers.

The Act defines PTSD as an anxiety disorder caused by experiencing or being exposed to a traumatic event and which satisfies the clinical diagnostic criteria set forth in the American Psychiatric Associationâ€™s Diagnostic and Statistical Manual of Mental Disorders in effect
January 1, 2024. An eligible first responder is a first responder who experienced or was exposed to a traumatic event during the normal course of performing regularly occupational or volunteer duties on behalf of a public entity and such experience resulted in PTSD. The first responder must have received a diagnosis of PTSD from such an experience and exposure no later than two years after the traumatic event.

The benefits required under the Act include two once-per-lifetime benefits.
â€¢ $3,000 lump sum benefit paid following diagnosis of occupational PTSD by a qualified diagnostician.
â€¢ Long-term disability benefits if the eligible first responder is no longer able to perform their duties as a first responder due to their PTSD diagnosis. Disability begins 90 days following a first responderâ€™s inability to continue regular occupational or volunteer duties as a first responder due to the covered condition, despite receipt of appropriate treatment. The disability benefit is paid monthly for

up to 36 months at 60% of the first responders pay to a maximum of $5,000 per month. Volunteer first responders receive $1,500 per month.

The Act defines a traumatic event as an actual or threatened death, serious injury, or act of sexual violence that occurs after July 1, 2024, and which the first responder experienced or was exposed to during the normal course of the first responderâ€™s regular occupational or volunteer duties on behalf of the public entity.

The Act defines a Qualified Diagnostician as a psychiatrist, psychologist, and physician who is duly authorized to practice in Georgia and are certified in a medical specialty appropriate for trauma related mental health diagnoses. The Act states â€œIn no event shall information solely about an individualâ€™s diagnosis, claims, or benefits be used for any employment action.â€ All communication between the first responder and the administrator or insurer is confidential and privileged.

To assist local governments in providing the required coverage, GMA (Georgia Municipal Association) and ACCG (Association County Commissioners of Georgia) partnered with MetLife to design and implement a highly customized insurance program compliant with the Act.

A public entity pays the costs of the program on behalf of its first responders. The Act defines public entity as a department, agency, board, bureau, commission, authority, or instrumentality of the State of Georgia, any local government or authority, including a county, municipality, or consolidated government in this state, or any other political division in this state. Such term includes a school district, independent school district, or other local school system in this state.

FACTS AND ISSUES:
GIRMA (Georgia Interlocal Risk Management) is the policyholder for the First Responder PTSD Policy insured by MetLife. To proceed with the policy agreement, the City of Flowery Branch must approve Resolution 24-011 to become a member of GIRMA. The purpose of the agreement according to Paragraph 1, Section 1.1 â€œis to jointly exercise powers common to each participating public entity; to establish and administer one or more group self-insurance funds: to establish and administer risk management service...â€.

Quote Received: (Please note estimate is based on census information provided in October.) Premiums below are estimated annual amounts; however, the city will be billed on a semiannual basis in an amount that reflects the cityâ€™s updates to the census.

Component 1: Lump Sum PTSD Diagnosis Benefit: All First Responders Lifetime Benefit per first responder: $3,000 â€“ Estimated Annual Premium: $1,150.00
Component 2: PTSD Disability Limit â€“ 60% of pre-disability earnings / max $5,000 per month â€“ Estimated Annual Premium: $2,550.00.

Total Estimated Annual Premium for the City of Flowery Branch for both components of the Act: $3,700.00

OPTIONS:
1. Approved Resolution as presented.
2. Offer different recommendations.

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:
No

AMOUNT AND SOURCE OF FUNDS:
$3,700 - Employee Benefits Fund

RECOMMENDATION:
Approval

SAMPLE MOTION:
I make a motion to approved Resolution 24-011 to become a member of the Georgia Interlocal Risk Management Agency (GIRMA) and participate in one or more of GIRMA's Funds and authorize the Mayor and staff to execute necessary documents to accept the policy quote and initiate coverage.

COLLABORATING DEPARTMENT:

DEPARTMENT: Human Resources

Prepared by: Shelia Cooper

ATTACHMENTS

- Executive Summary Resolution 24-011 GA Interlocal Risk Management Agency.pdf
- Resolution 24-011 GIRMA Ready for Signature.pdf
- PTSD Quote Proposal - GMA GIRMA Fund C.pdf
- OCGA Definition of First Responders.pdf
- GIRMA Intergovernmental Contract.pdf

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: Resolution 24-011 to become a member of the Georgia Interlocal Risk Management Agency (GIRMA) and participate in one or more of GIRMA's Funds.

DATE: November 19, 2024

(X)RECOMMENDATION
( ) POLICY DISCUSSION
( ) STATUS REPORT
( ) OTHER

BUDGET INFORMATION:
ANNUAL- $3,700
CAPITAL-

COUNCIL ACTION REQUESTED ON: December 5, 2024

PURPOSE: To approve Resolution 24-011 to become a member of the Georgia Interlocal Rick Management Agency (GIRMA) and participate in one or more of GIRMA's Funds.

HISTORY: House Bill 451, The Ashley Wilson Act, becomes effective January 1, 2025. This Act requires all public entities in Georgia to offer a supplemental benefit program for eligible first responders diagnosed with post-traumatic stress disorder (PTSD) resulting from exposure to line of duty traumatic events. It creates two once-per-lifetime financial safety nets to assist with uninsured costs associated with PTSD treatment and recovery. A first responder may access the benefits quickly and confidentially without worry over stigma or job loss. The Act does not impact employer health plans, which are required to provide coverage for PTSD and other mental health conditions. However, health plans do not cover all costs associated with treatment and recovery such as deductibles, co-pays, and out-of-network treatment costs.

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The Act defines PTSD as an ***anxiety disorder caused by experiencing or being exposed to a traumatic event*** and which satisfies the clinical diagnostic criteria set forth in the American Psychiatric Association's Diagnostic and Statistical Manual of Mental Disorders in effect

January 1, 2024. An eligible first responder is a first responder who experienced or was exposed to a traumatic event during the normal course of performing regularly occupational or volunteer duties on behalf of a public entity and such experience resulted in PTSD. The first responder must have received a diagnosis of PTSD from such an experience and exposure no later than two years after the traumatic event.

The benefits required under the Act include two once-per-lifetime benefits.

- $3,000 lump sum benefit paid following diagnosis of occupational PTSD by a qualified diagnostician.
- Long-term disability benefits if the eligible first responder is no longer able to perform their duties as a first responder due to their PTSD diagnosis. Disability begins 90 days following a first responder's inability to continue regular occupational or volunteer duties as a first responder due to the covered condition, despite receipt of appropriate treatment. The disability benefit is paid monthly for up to 36 months at 60% of the first responders pay to a maximum of $5,000 per month. Volunteer first responders receive $1,500 per month.

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The Act defines a Qualified Diagnostician as a psychiatrist, psychologist, and physician who is duly authorized to practice in Georgia and are certified in a medical specialty appropriate for trauma related mental health diagnoses. The Act states "In no event shall information solely about an individual's diagnosis, claims, or benefits be used for any employment action." All communication between the first responder and the administrator or insurer is confidential and privileged.

To assist local governments in providing the required coverage, GMA (Georgia Municipal Association) and ACCG (Association County Commissioners of Georgia) partnered with MetLife to design and implement a highly customized insurance program compliant with the Act.

A public entity pays the costs of the program on behalf of its first responders. The Act defines public entity as a department, agency, board, bureau, commission, authority, or instrumentality of the State of Georgia, any local government or authority, including a county, municipality, or consolidated government in this state, or any other political division in this state. Such term includes a school district, independent school district, or other local school system in this state.

FACTS AND ISSUES: GIRMA (Georgia Interlocal Risk Management) is the policyholder for the First Responder PTSD Policy insured by MetLife. To proceed with the policy agreement, the City of Flowery Branch must approve Resolution 24-011 to become a member of GIRMA. The purpose of the agreement according to Paragraph 1, Section 1.1 "is to jointly exercise powers common to each participating public entity; to establish and administer one or more group self-insurance funds: to establish and administer risk management service...".

Quote Received: (Please note estimate is based on census information provided in October.) Premiums below are estimated annual amounts; however, the city will be billed on a semiannual basis in an amount that reflects the city's updates to the census.

Component 1: Lump Sum PTSD Diagnosis Benefit: All First Responders Lifetime Benefit per first responder: $3,000 – **Estimated Annual Premium: $1,150.00**

Component 2: PTSD Disability Limit – 60% of pre-disability earnings / max $5,000 per month – **Estimated Annual Premium: $2,550.00.**

Total Estimated Annual Premium for the City of Flowery Branch for both components of the Act: $3,700.00

OPTIONS

1) Approve the Resolution.
2) Offer different recommendations.

RECOMMENDED SAMPLE MOTION:

I make a motion to approve Resolution 24-011 to become a member of the Georgia Interlocal Risk Management Agency (GIRMA) and participate in one or more of GIRMA's Funds and to authorize the Mayor and staff to execute necessary documents to accept the policy quote and initiate coverage.

DEPARTMENT: Human Resources

Prepared by: Krystle Hightower

Resolution 24-011

A RESOLUTION TO BECOME A MEMBER OF THE GEORGIA INTERLOCAL RISK MANAGEMENT AGENCY (GIRMA) AND PARTICIPATE IN ONE OR MORE OF GIRMA'S FUNDS

WHEREAS, Article 9, Section 3, Paragraph 1 of the Constitution of Georgia authorizes municipalities and other political subdivisions to contract with each other for activities which the contracting parties are authorized by law to undertake; and

WHEREAS, Chapter 85 of Title 36 of the Official Code of Georgia Annotated authorizes certain public entities to execute intergovernmental contracts to become members of an interlocal risk management agency for the purpose of sharing their accident, disability, supplemental medical, general liability, motor vehicle and property damage risks in whole or in part; and

WHEREAS, municipalities within Georgia have found it increasingly difficult to obtain commercial insurance protection, and have found the costs of such protection often exceeds the ability of a public entity to pay; and

WHEREAS, public entities in Georgia need a stable method for managing their risks to avoid the unpredictable and cyclical nature of the commercial insurance market; and

WHEREAS, many Georgia public entities do not have sufficient resources to self-insure their risks on an individual basis; and

WHERAS, the Public Entity of City of Flowery Branch ("Public Entity"), located in Hall County, Georgia, desires to become a Member of the Georgia Interlocal Risk Management Agency ("GIRMA"), an interlocal risk management agency formed pursuant to Chapter 85 of Title 36 of the Official Code of Georgia Annotated; and

WHEREAS, the intergovernmental contract requires all members of GIRMA to participate in at least one GIRMA Fund; and

WHEREAS, the governing authority of Public Entity has reviewed the intergovernmental contract, the Fund Election Form, and the bylaws of GIRMA and finds that the goals of GIRMA and the obligations imposed on Public Entity by membership in GIRMA and the Fund or Funds selected on the Fund Election Form are in accordance with the philosophy and public policy objectives of this community; and

WHEREAS, the governing authority of Public Entity finds that it is in the best interest of its residents to become a member of GIRMA and to join the Fund or Funds selected on the Fund Election Form;

NOW THEREFORE BE IT RESOLVED by the governing authority of Public Entity:

1. The [City Mayor] of Public Entity is authorized to execute the intergovernmental contract required for Public Entity to become a Member of GIRMA and the GIRMA Fund(s) marked in the Election Form. A copy of the intergovernmental contract and bylaws of GIRMA and the completed Fund Election Form are attached and made part of this resolution as Appendix 1.

2. The powers of GIRMA shall be limited to those contained in the documents attached as Appendix 1, as amended from time to time, and those contained in Chapter 85 of Title 36 of the Official Code of Georgia Annotated and the rules and regulations of the Insurance Commissioner of the State of Georgia.

3. The commencement of operations and the continuing operations of GIRMA and the obligation of Public Entity to fully participate in such operations shall be effectuated in accordance with the intergovernmental contract and bylaws and the Fund Election Form.
4. The [City Mayor] of Public Entity is designated as Public Entity's representative to GIRMA, and is authorized to complete and execute any additional documents required for membership in GIRMA or the selected Fund or Funds.
5. Public Entity may change its representative by making a written request to Georgia Municipal Association, Inc., the Program Administrator for GIRMA.
6. This resolution shall be effective on the date of adoption.

Adopted this 5th day of December 2024. City of Flowery Branch

(Name of Public Entity)

By: Edward R. Asbridge, Mayor

[Print Name of Person Authorized to Sign Resolutions, Title]

Attest: Shelia Cooper, City Clerk

[Print Name of Person Authorized to Attest, Title]

Appendix 1

Resolution to Become a Member of The Georgia Interlocal Risk Management Agency (GIRMA) and Participate in One or More of GIRMA'S Funds

Intergovernmental Contract

GIRMA Fund Participation Election Form (Completed)

GIRMA Bylaws

WHEREAS, an intergovernmental contract originally was approved for use on June 10, 1987 by certain municipalities acting through a Board of Trustees of their own selection, and, in accordance with the Official Code of Georgia Annotated ("O.C.G.A.") Section 36-85-2, these municipalities formed and became members of the Georgia Interlocal Risk Management Agency ("GIRMA") by executing the intergovernmental contract, and

WHEREAS, GIRMA is an unincorporated nonprofit instrumentality wholly owned by its members, all of which are public entities, and after approval by GIRMA's Administrator, all additional members of GIRMA became members by executing the intergovernmental contract and adopting a resolution or ordinance;

WHEREAS, the form of this Amended and Restated Intergovernmental Contract has been approved in accordance with the bylaws, and all Members not expressing intent to withdraw within 30 days after the date of notice of the approval are parties to this Amended and Restated Intergovernmental Contract, and the intergovernmental contract previously executed by the Member is superseded by this Amended and Restated Intergovernmental Contract;

WHEREAS, this Amended and Restated Intergovernmental Contract is made and entered into this 5th day of December, 2024, by and among the public entities who are now Members of the Georgia Interlocal Risk Management Agency ("GIRMA") and the [City of Flowery Branch] ("New Member") for the purpose of permitting New Member to participate in one or more group self-insurance funds for the management of liability and property damage risks of the Member public entities.

WHEREAS, New Member desires to become a Member of GIRMA in accordance with the Statute and the rules and regulations of the Insurance Commissioner of the State of Georgia:

NOW, THEREFORE IN CONSIDERATION OF the mutual covenants, promises and obligations contained herein, which were given to and accepted by each public entity becoming a party to this agreement the parties agree as follows:

PARAGRAPH 1
PURPOSE AND OPERATIONS OF THE GEORGIA INTERLOCAL RISK MANAGEMENT AGENCY

Section 1.1. Purpose of Georgia Interlocal Risk Management Agency and Intergovernmental Contract. The purpose of GIRMA and of this agreement is to jointly exercise powers common to each participating public entity; to establish and administer one or more group self-Insurance funds: to establish and administer a risk management service; to prevent or lessen the incidence and severity of casualty and property losses occurring in the operation of a Member of GIRMA; and to defend and protect, in accordance with this contract and related coverage descriptions, any Member of GIRMA against liability or loss as stated in such documents. The activities of GIRMA shall not constitute conduct of an insurance business.

Section 1.2. Operations and Eligibility for Membership. The Board of Trustees described in Paragraph 3 of this agreement shall direct the affairs of GIRMA. The Georgia Municipal Association shall be appointed as Administrator. The Administrator may recommend to the Board of Trustees the appointment of necessary Service Companies, attorneys and agents for operation of GIRMA. In order to become a member of GIRMA, an entity must be a "municipality", as defined in Chapter 85 of Title 36 of the Official Code of Georgia Annotated, as amended from time to time, and must be a political subdivision of a state or an entity the income of which is excluded from gross income under the Internal Revenue Code. Any entity that meets these criteria may become a member once it has taken all actions required by applicable law to join GIRMA and has been approved by GIRMA through its Administrator.

PARAGRAPH 2
DEFINITIONS

Section 2.1. Definitions. In the interpretation of this agreement the following definitions shall apply unless the context requires otherwise:

(1) "Administrator" shall mean the person or agency designated to supervise the administration of GIRMA and to perform such duties and exercise such powers as shall be specifically designated by the Board.

(2) "GIRMA" shall mean the Georgia Interlocal Risk Management Agency.

(3) "Board" shall mean the Board of Trustees of GIRMA.

(4) "Coverage Description or Description" shall mean the written explication of General Liability, Motor Vehicle Liability, Property Damage and other claims for which Members are jointly self-insured through a Fund or Funds.

(5) "Group Self-Insurance Fund," "Fund" or "Funds" shall have the meaning as defined in Chapter 85 of Title 36 of the Official Code of Georgia Annotated, as amended.

(6) "Member" shall mean an entity that meets the eligibility requirements set forth in Section 1.2, has been approved by GIRMA through its Administrator, and is participating in GIRMA in conformity with this contract.

(7) "Service Company" shall mean persons or agencies designated by the Board or Administrator to perform claim settlement services, make a determination of risk factors of Members and applicants for membership, institute loss prevention programs and accounting systems, acquire necessary excess insurance and reinsurance proposals, or perform other functions in the day-to-day operation of GIRMA as directed by the Board or Administrator.

PARAGRAPH 3
BOARD OF TRUSTEES

Section 3.1. Trustee Qualifications. The qualifications to serve as a Trustee and the terms of office for Trustees shall be specified in the bylaws of GIRMA.

Section 3.2. Selection of Board Members. The Board of GIRMA shall be those persons selected in accordance with the bylaws of GIRMA.

Section 3.3. Meetings. All meetings of the Board shall be held and conducted in accordance with the bylaws adopted by the Board.

Section 3.4. Liability of Trustees and Officers. Trustees and officers of GIRMA shall use ordinary care and reasonable diligence in the exercise of their powers and the performance of their duties. They shall not be liable for mistakes of judgement or actions or failures to act when such mistakes, actions or failures are made in good faith and within the scope of their authority for GIRMA. Nor shall they be liable for any action or failure to act of any agent, employee or independent contractor of GIRMA , nor for loss incurred through investment of funds or failure to invest. No trustee or officer shall be liable for any action or failure to act of any other trustee or officer. No trustee or officer shall be required to give a bond or other security to guarantee the faithful performance of the duties hereunder except as may be required by the rules and regulations of the Insurance Commissioner. GIRMA shall defend and hold harmless any trustee or officer, and the Board of Trustees, against any and all loss, cost, damage or exposure arising from their actions or failures to act when such actions or failures are made in good faith and within the scope of their authority for GIRMA. GIRMA may purchase insurance providing such coverage for trustees and officers.

PARAGRAPH 4
BOARD POWERS AND DUTIES

Section 4.1. Board Powers and Duties. The Board, in addition to other powers and duties conferred or imposed by law, is authorized in the name of GIRMA to exercise the powers enumerated in Article III, Section I and in Article IV, Section 2 of the bylaws and to do all the acts necessary or incidental in performing and accomplishing the purposes set forth in this agreement and in the bylaws of GIRMA.

PARAGRAPH 5
MEMBERSHIP

Section 5.1. Membership. The membership of GIRMA consists of those eligible public entities who have executed this agreement, or its counterpart, by the duly constituted chief executive or administrative officers acting upon the resolution of the governing authority of the public entity and which have paid the prescribed contributions pursuant to the provisions of this agreement. Such entities may be admitted as Members upon approval of the Administrator in accordance with policies established by the Board, upon their execution of this agreement, or its counterpart, and by payment of prescribed contributions. Every Member agrees to the admission of additional Members in accordance with the provisions of this paragraph.

Section 5.2. Member Representatives. The chief executive or administrative officer of each Member shall designate in writing a representative to GIRMA and notify the Administrator of such designation. The representative shall be responsible to the Member for receiving all communications related to GIRMA, implementing loss control measures and executing the duties imposed on the Members by this agreement and the bylaws of GIRMA. All communications from the Administrator or any Service Company to the Member shall be addressed to the individual listed in the Administrator's records as the Member's designated representative. Each Member shall notify the Administrator immediately if a replacement representative is named.

Section 5.3. Withdrawal.

(1) Each Member shall continue its membership until the completion of the second full fiscal year of GIRMA following its admission to GIRMA. Effective upon the conclusion of such period, a Member may withdraw on ninety (90) days advance written notice to GIRMA. A Member withdrawing shall have no right to the reserves on any claims maintained by GIRMA in the operation of a Group Self-Insurance Fund. GIRMA shall continue servicing of any covered claim of the Member after the withdrawal of the Member.

(2) At the conclusion of a Member's second full fiscal year of membership, all membership shall be on a coverage year-to-coverage year basis. Effective at the end of any coverage year, GIRMA may, on ninety (90 days) advance written notice to a Member, determine not to renew a Member's membership in GIRMA or the Member's participation in the Fund.

(3) Any Member, failing to make payments required by Paragraph 6 of this agreement when due, shall upon proper notice be immediately suspended from membership and the Member's coverage under any Fund and benefits hereunder shall immediately cease. If the Member shall subsequently submit the delinquent payment along with such penalties or interest that may be established by the board, the Administrator may reinstitute such membership in accordance with Board policy.

(4) Terminated Members shall remain liable for assessments for any fiscal year in which they were Members. Terminated Members shall have no rights to surplus or dividends, but the Board may return all or a portion of any terminated Member's capital contribution.

Section 5.4. Membership Review and Termination. A Member may be involuntarily terminated for causes other than non-payment of contributions as provided in the bylaws.

PARAGRAPH 6
OBLIGATIONS OF MEMBERS

Section 6.1. Member Obligations. Members of GIRMA agree to be obligated as follows:

(1) To participate at all times in at least one Fund established by the Board.

(2) To pay all contributions, assessments or other sums due to GIRMA at such times and in such amounts as shall be established by the Board or the Administrator.

(3) To select a person to serve as a Member representative.

(4) To allow the Board and its agents reasonable access to all facilities of the Member and all records, including but not limited to financial records, which relate to the purposes of GIRMA.

(5) To allow attorneys appointed by GIRMA to represent the Member and its employees or officers in investigation, settlement discussions and all levels of litigation arising out of any claim made against a Member within the scope of loss protection furnished by the Fund or Funds established by GIRMA, and, with approval of the Administrator or in accordance with policies established by the Administrator, to enter into settlements of such litigation without the consent of the Member or its employees or officers.

(6) To assist and cooperate in the defense and settlement of claims against the Member and its employees or officers.

(7) To furnish full cooperation to GIRMA's attorneys, claims adjusters, Service Company and any agent employee, officer or independent contractor of GIRMA relating to the purposes of GIRMA.

(8) To follow all loss reduction and prevention procedures established by GIRMA.

(9) To furnish to the Administrator such budget operating and underwriting information as may be requested by the Administrator.

(10) To report as promptly as possible, and in accordance with any Coverage Descriptions issued, all incidents which could result in GIRMA or any Fund established by GIRMA being required to pay claim for loss or injuries to the Member's property or injuries to persons or property when such loss or injury is within the scope of the protection of a Fund or Funds in which the Member participates.

Section 6.2. Optional Defense of Fund Member. A Member may hire co-defense counsel, at the Member's expense, to assist in the defense of claims; provided, however, the attorney selected by GIRMA to defend the claim shall be lead counsel in all matters.

Section 6.3. Contractual Obligation. This agreement shall constitute a contract among the Members of GIRMA. The obligations and responsibilities of the Members set forth herein include the obligation to take no action inconsistent with this agreement as originally written or validly amended, which shall remain a continuing obligation and responsibility of the Member. This agreement may be executed in duplicate originals and the agreement of a public entity thereto shall be evidenced by a signed copy of a resolution adopted by its legislative body authorizing an appropriate official of the public entity to execute the agreement on behalf of the public entity. The contracting parties have created a risk management agency for group self-insurance purposes only within the scope of this agreement, GIRMA's bylaws and related Coverage Descriptions. Nothing contained herein shall be deemed to create any relationship of surety, indemnification or responsibility between an individual Member for the debts or claims against any other individual Member. In accordance with Sections 36-85-9 and 36-85-15 of the Official Code of Georgia Annotated, each Member shall be jointly and severally liable for all legal obligations of a Fund and assessments may be required to meet any financial obligation of GIRMA or of any Fund.

PARAGRAPH 7

AMENDMENTS TO CONTRACT

Section 7.1. Amendments. This agreement may be amended by consent of the Members. A change or modification to this agreement may be agreed to by a vote of Members under such rules and procedures as the Board shall prescribe. Such vote may be conducted at a meeting of Members or may be conducted by mail. Any change or modification agreed to by a majority of the voting Members shall become effective immediately or at such future time as the amendment shall provide. Any Member not exercising its right of withdrawal within thirty (30) days after notice of the change or amendment shall be deemed to have consented to such a change or amendment. Any Member not consenting to such change or amendment may, at its option, withdraw with 90 days written notice and shall be entitled to a refund of any non-earned premiums.

PARAGRAPH 8

AUDITS AND FINANCIAL REPORTS

Section 8.1. Annual Report. The Board shall provide to the Members an annual report of the financial affairs of GIRMA and of each Fund maintained by GIRMA.

PARAGRAPH 9
OPERATION OF GROUP SELF-INSURANCE FUNDS

Section 9.1. Loss Protection. GIRMA will provide loss protection to each Member participating in a Fund as provided in the Coverage Description for the Fund.

Section 9.2. Coverage Descriptions. The Board or its designee may develop and issue such self-insurance Coverage Descriptions for Funds as it deems necessary or advisable. The limits of loss protection, scope of loss protection, amount of loss retention and Member contributions into a Fund shall be determined by the Coverage Description for the Fund. The Board may amend the Coverage Description or Descriptions from time to time as deems advisable. Such amended Coverage Descriptions shalt be effective for GIRMA's subsequent coverage years.

[To be completed by "New Members" joining after September 1, 2016]

This foregoing Intergovernmental Contract is entered into on behalf of City of Flowery Branch (Name of New Member), this day of December 5, 2024, by the duly authorized officer whose signature appears below.

City of Flowery Branch
(Name of New Member)

Witness/title

(Authorized Signature/title)

BYLAWS OF THE
BOARD OF TRUSTEES OF THE
GEORGIA INTERLOCAL RISK MANAGEMENT AGENCY

Revised and Adopted June 23, 2023

TABLE OF CONTENTS

Article		Page
I	Name and Location	1
II	Eligibility for and Renewal of Membership	1
III	Board of Trustees	2
	Section 1. General Powers	2
	Section 2. Number and Qualifications	2
	Section 3. Nomination, Election and Appointment of Trustees	2
	Section 4. Compensation	3
IV	Powers and Duties	3
	Section 1. Administrator	3
	Section 2. Board of Trustees	4
	Section 3. Fraud Investigation and Reporting	6
V	Meetings of the Board of Trustees	7
	Section 1. Regular Meetings	7
	Section 2. Special Meetings	7
	Section 3. Place of Meetings	7
	Section 4. Notices	7
	Section 5. Quorum	8
	Section 6. Manner of Acting	8
	Section 7. Proxies	8
VI	Officers	8
	Section 1. Officers	8
	Section 2. Election and Term of Office	8
	Section 3. Chairperson	9
	Section 4. Vice Chairperson	9
	Section 5. Secretary-Treasurer	9

Article		Page
VII	Board Committees	10
	Section 1. Executive Committee	10
	Section 2. Special Committee	10
	Section 3. Audit Committee	10
	Section 4. Governance	11
VIII	Fiscal Year	11
IX	Meetings of the Membership	11
	Section 1. Annual Meetings; Joint Annual Meeting	11
	Section 2. Special Meetings of the Members	12
	Section 3. Place of Meeting of the Members	12
	Section 4. Notice	12
	Section 5. Nomination of Trustees	13
	Section 6. Voting on Matters Relating to GIRMA	12
	Section 7. Quorum	13
	Section 8. Proxies	13
X	Involuntary Termination of a Membership	14
	Section 1. Reasons	14
	Section 2. Method	14
	Section 3. Data	15
	Section 4. Reinstatement	15
XI	Termination of GIRMA or GIRMA Funds	15
XII	Waiver of Notice	15
XIII	Amendments	16
	Section 1. Bylaws Amendments	16
	Section 2. Amendments to Intergovernmental Contract	16
XIV	Parliamentary Authority	16

BYLAWS OF THE
BOARD OF TRUSTEES OF THE
GEORGIA INTERLOCAL RISK MANAGEMENT AGENCY

ARTICLE I

NAME AND LOCATION

Section 1. The name of this organization shall be the Georgia Interlocal Risk Management Agency, ("GIRMA"). In October 1988, GIRMA was established by an intergovernmental contract among founding municipal corporations of Georgia for the management of liability and property damage risks, in accordance with Title 36, Chapter 85 of the Official Code of Georgia Annotated (the "Statute").

Section 2. The principal office of GIRMA is located at 201 Pryor Street, SW, Atlanta, Georgia 30303.

Section 3. Other offices for the transaction of business may be established as the GIRMA Board of Trustees (hereinafter referred to as the "Board") may determine.

Section 4. These Bylaws are adopted pursuant to the Statute, the applicable rules and regulations of the Insurance Commissioner of the State of Georgia (the "Commissioner") and the intergovernmental contract creating GIRMA (the "Intergovernmental Contract").

ARTICLE II

ELIGIBILITY FOR AND RENEWAL OF MEMBERSHIP

Section 1. Eligibility. To become a member of GIRMA, an entity must be a municipality as defined in Section 36-85-1 of the Official Code of Georgia Annotated, as amended from time to time, and must be a political subdivision of a state or an entity the income of which is excluded from gross income under the Internal Revenue Code. An entity that meets these criteria may become a member once it has taken all actions required by applicable law to join GIRMA and has been approved by GIRMA through its Administrator. Approved entities are called "Members" in these Bylaws. All Members agree to the terms of the Intergovernmental Contract.

Section 2. Members may voluntarily withdraw after completion of two full fiscal

years of Membership by providing ninety (90) days advance written notice to the Administrator.

Section 3. After the first two full fiscal years of Membership, Membership will continue unless either the Administrator or the Member provides the other with ninety (90) days advance written notice of its decision to withdraw or not to renew the contract.

Section 4. See Article X for Involuntary Termination of a Membership mid-year.

ARTICLE III

BOARD OF TRUSTEES

Section 1. General Powers. The affairs of GIRMA shall be governed by the Board of Trustees ("Board"), which shall have such general powers as are conferred by Chapter 85 of Title 36 of the Official Code of Georgia Annotated. The Board shall have discretionary authority to adopt rules and regulations and to establish policies and procedures for the operation of GIRMA and to make and enter into contracts for such services as it deems necessary or expedient, to include contracts with the Georgia Municipal Association, Inc. ("GMA") providing for payment of reasonable institutional value fees.

Section 2. Number and Qualifications. The business and property of GIRMA shall be supervised by the Board, which shall consist of all of those individuals serving on the Board of Trustees of the Georgia Municipal Employees Benefit System ("GMEBS") established pursuant to Chapter 5 of Title 47 of the Official Code of Georgia Annotated, provided that all such individuals shall be employees of or elected or appointed officers of a municipal corporation that is a Member of GIRMA. In addition to the foregoing qualifications, all Trustees initially elected or appointed on or after January 1, 2021, shall be employees of or elected or appointed officers of a municipal corporation that participates in the GIRMA Property and Liability Insurance Fund. Every new Trustee must submit a completed application to the Commissioner to serve as Trustee of this Board. If the Commissioner objects to the election or appointment, the election or appointment to the Board will be invalidated on a prospective basis.

Section 3. Nomination, Election and Appointment of Trustees. Trustees shall be nominated, elected, and appointed in accordance with the GMEBS Bylaws.

Section 4. Compensation. Trustees shall not receive any salaries for their services, but the Board may adopt a travel policy setting forth a per diem allowance or the actual expenses of attendance, if any, for attendance at regular or special meetings of the Board and attendance at Board training and educational events, including, but not limited to, those involving investment managers or other service providers.

ARTICLE IV

POWERS AND DUTIES

Section 1. Administrator. Pursuant to a contract with the Board, GMA shall serve as Administrator and provide the services necessary to safeguard the assets of GIRMA and administer GIRMA. Such services shall include serving as attorney-in-fact and performing directly or contracting with outside entities to perform other types of administration for GIRMA, including claims administration, safety engineering and general administration. The Administrator's services shall include, but are not limited to:

(a) Negotiating and managing contracts with outside agencies and consultants providing services directly to GIRMA;
(b) Establishing and maintaining administrative and financial procedures for internal and external use consistent with the policies of the Board of Trustees;
(c) In conjunction with the actuary appointed by the Board, establishing contribution rate methodologies for System Funds;
(d) Billing for contributions and assessments in accordance with the terms of the Intergovernmental Contract, and in accordance with applicable law and the Board's funding policy;
(e) Receiving, depositing, disbursing and accounting for all assets received and expended on behalf of GIRMA, and ensuring that all premiums or contributions received are timely remitted to the depository bank or banks;
(f) Establishing the method for rating the risks of individual Members;
(g) Providing risk management services including defense and settlement of claims;
(h) Receiving applications for membership from prospective new members to GIRMA and approving or denying such applications for membership in accordance with such rules or policies as are promulgated by the Board;
(i) Keeping a register of the post office address, electronic mail address and/or facsimile number of the designated contact for each Member;

(j) Fulfilling any obligations set forth in contractual documents with the Members as obligations of the Administrator;
(k) In conjunction with the investment manager and the custodian appointed by the Board, assuring that provisions are made for the valuation of assets;
(l) In conjunction with the investment consultant appointed by the Board and the custodian appointed by the Board, assuring that funds are invested and reinvested in accordance with Board policy and direction;
(m) Preparing or causing to be prepared annual fiscal reports regarding the operation of GIRMA and all other reports as directed in writing or through official action by the Board;
(n) Determining and prorating income from GMEBS investments to the appropriate GIRMA Fund;
(o) Arranging for the payment of claims due under GIRMA;
(p) Providing information about GIRMA and offering technical support to the designated contact of the Member as appropriate;
(q) Providing the Commissioner a copy of the contract with the Administrator and any amendments to the contract to the extent required by law;
(r) Maintaining a fidelity bond and errors and omissions coverage or other appropriate liability insurance as required by applicable law and Commissioner regulations, and filing evidence of such coverage with the Commissioner to the extent required by law;
(s) Receiving, reviewing and processing all correspondence submitted to GIRMA;
(t) Assuring that all GIRMA files and records are maintained and available at all times to the Board;
(u) Preparing and submitting all documents required to be filed with the Commissioner in accordance with applicable regulations;
(v) Supporting legal compliance of GIRMA, and where appropriate, notifying the Board of actions taken or recommended in order to maintain compliance;
(w) Recommending policies to the Board;
(x) Preparing and submitting to the Board, prior to the beginning of each fiscal year, a proposed budget for GIRMA for that fiscal year for review, revision and approval by the Board; and
(y) Providing such other administrative assistance as may be requested in writing or through official action of the Board and approved by the Administrator.

Section 2. Board of Trustees. In addition to its general powers set forth in Article III, the Board has the following specific powers and duties:

(a) To provide general oversight of the operation of GIRMA and its business activities in accordance with these Bylaws, applicable

federal and state statutes, and applicable governmental regulations;

(b) To incur debts, liabilities and obligations;

(c) To acquire, hold, encumber or dispose of real and personal property;

(d) To sue or be sued in the name of the GIRMA, and take all measures necessary or desirable in the prosecution or defense of claims;

(e) To establish and arrange for the administration of such group self-insurance funds as the Board deems advisable;

(f) To pay authorized losses on behalf of GIRMA Members participating in a fund or funds;

(g) To employ legal counsel, accountants and such other professional services as it from time to time shall deem necessary;

(h) To appoint an investment consultant, actuary, custodian and auditor for GIRMA on an annual basis, and to appoint investment managers as needed;

(i) To establish an excess loss funding program as the Board deems necessary to protect the interest of the Members and GIRMA;

(j) To contract for reinsurance with the advice of the Administrator;

(k) To adopt rules and general policies necessary or appropriate for the efficient operation of GIRMA, which shall be followed by all committees, officers, agents and independent contractors providing services for GIRMA;

(l) To enter into contracts for services provided directly to GIRMA by entities other than the Administrator;

(m) To enter into contracts with GMA to serve as Administrator, and for licensing and other services, which may include providing for payment of reasonable institutional value fees;

(n) To adopt underwriting guidelines that describe the requirements for admission and continued participation of Members;

(o) To approve proper accounting and reporting procedures so that the Members shall be apprised of the nature of the claims arising within their jurisdiction, the manner in which these claims are being processed, and the impact of the claims upon GIRMA;

(p) To take all necessary precautions to safeguard the assets of GIRMA, including but not limited to the following:

    (1) Adopting an annual budget for each fiscal year of GIRMA;

    (2) Retaining control of all monies collected or disbursed for GIRMA; all funds of any type shall remain in the custody of the Trustees or the custodian appointed by the Board;

    (3) Having the accounts and records of the GIRMA audited annually or at any time which may be required for any

governmental agency to implement any uniform accounting system, and making copies of each year's audits available during that year to each Member, and, to the extent required by law, to the Commissioner; and

(4) Abiding by all applicable federal and state statutes and administrative regulations;

(q) To expend GIRMA assets for the purpose of purchasing fiduciary liability and general insurance deemed appropriate by the Trustees;

(r) To approve dividends. That portion of premium contributions not needed for payment of claims, administrative expenses and/or appropriate reserves may be returned to the Members of GIRMA from time to time, in such amounts and proportions as the Board, in its discretion, may determine is proper, in accordance with applicable law and Commissioner regulations. No surplus accumulations may be returned if such payment will impair the capital stability and/or security of GIRMA. Any participant who withdraws and/or is not in good standing at the time of such distribution may be barred from receiving any portion of the distribution or may be subject to such restrictions as the Board, in its discretion, may impose;

(s) To establish the method for collection of any assessments of Members, which become necessary to meet any financial deficiency of GIRMA or of any fund;

(t) To approve revisions to the Intergovernmental Agreement when appropriate or necessary and submit the revisions to the Membership for approval at a regular or special meeting of the Membership;

(u) To establish a group self-insurance fund or funds comprised of public monies from contributions of Members in order to pool and jointly self-insure the risks of general liability, motor vehicle liability, property damage, or any combination of such risks;

(v) To establish a schedule of Member contributions which shall annually produce a sum of money necessary to pay the administrative expenses of GIRMA, to create adequate loss reserves for each fund and to meet any capital or surplus requirements. Each Member's contribution shall be determined in accordance with the method established by the Board; and

(w) To perform any other function incident to their office and in keeping with applicable Georgia laws and the regulations of the Commissioner.

Section 3. Fraud Investigation and Reporting. Allegations of fraud relating to the Fund shall be reported to the Chair, Vice Chair, Secretary-Treasurer or the Administrator's Deputy Executive Director of RMEBS, who shall be charged with immediately notifying the

Secretary-Treasurer and the Deputy Executive Director of RMEBS, if they were not previously notified, and the Administrator of such allegation. The Administrator shall promptly report suspected fraud to the Office of the Commissioner of Insurance and Safety Fire Criminal Investigations Division in accordance with its stated procedures, and to the Board.

ARTICLE V

MEETINGS OF THE BOARD OF TRUSTEES

Section 1. Regular Meetings. The Board may provide for the time and place for the holding of regular meetings of the Board and shall hold at least two (2) regular meetings of the Board per year.

Section 2. Special Meetings. Special meetings of the Board may be called by the Chairperson and, in his or her absence, by the Vice Chairperson, or upon the request of one-third of the members of the Board. The person or persons authorized to call special meetings of the Board may choose the place and date for the holding of the special meeting called. By unanimous consent of the Trustees, special meetings of the Board may be held without notice at any time and place in compliance with these Bylaws so long as any requirements of applicable law are satisfied. All notices of special meetings of the Board shall state the purposes thereof.

Section 3. Place of Meetings. All in-person meetings shall be held in the State of Georgia. All references in these Bylaws to the "place" of a meeting include a virtual place accessed via telecommunications or electronically, and notice of the location of such a virtual place shall include instructions for accessing the meeting.

Section 4. Notices. Notice of any regular or special meeting of the Board shall be given at least ten (10) days prior to such meeting by written notice sent by mail, facsimile or electronic mail to each Trustee at the Trustee's address as shown by the records of the Board. The notice shall state the time, date, and place of the meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States Mail in a sealed envelope properly addressed, with postage thereon prepaid. Notice given by electronic means, either facsimile or electronic mail, shall be deemed to be delivered when sent. Any Trustee may waive notice of any meeting. The attendance of any Trustee at any meeting shall constitute a waiver of notice of such meeting, except when a Trustee attends a meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called or convened. The notice of a special meeting shall state the purpose

of the meeting. Business to be transacted at a regular meeting need not be specified in the notice or waiver of notice of such meeting, unless specifically required by statute or these Bylaws.

Section 5. Quorum. Eight Trustees shall constitute a quorum for the transaction of business at any meeting of the Board. In the absence of a quorum, a majority of the Board participating may adjourn the meeting from time to time without further notice. Trustees may participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all Trustees participating may simultaneously hear each other during the meeting.

Section 6. Manner of Acting. The act of a majority of Trustees participating in a meeting (including those participating by proxy or those participating remotely) shall be the act of the Board, unless the act of a greater number is required by statute, regulation, or the Bylaws.

Section 7. Proxies. At any meeting of the Board, a Trustee entitled to vote may vote by proxy executed in writing (which writing may be electronic) by the Trustee or by his or her duly appointed attorney in fact. Proxies shall be recorded by the Secretary-Treasurer prior to the commencement of each meeting of the Board and shall be noted in the minutes.

ARTICLE VI

OFFICERS

Section 1. Officers. The officers of the Board of Trustees shall consist of a Chairperson, Vice Chairperson and Secretary-Treasurer.

Section 2. Election and Term of Office. The Chairperson and Vice Chairperson of the Board shall be the Trustees elected by the GMEBS Trustees to serve as the Chairperson and Vice Chairperson of the Board of Trustees of GMEBS, provided that such Chairperson and Vice Chairperson are employees of or appointed or elected officials of a municipal corporation that is a GIRMA Member. Additionally, effective on or after January 1, 2021, only Trustees who are employees of or appointed or elected officials of a municipal corporation that participates in the GIRMA Property and Liability Insurance Fund may serve as Chairperson or Vice Chairperson. Every new Chairperson or Vice Chairperson must submit a completed application to the Commissioner to serve as an officer of this Board. If the Commissioner objects to his or her

election, the election will be invalidated on a prospective basis. The GMA Executive Director shall serve as the Secretary-Treasurer.

Section 3. Chairperson. The Chairperson shall be the principal executive officer of the Board and shall in general supervise and control all of the business and affairs of the Board. The Chairperson shall: preside at all meetings of the Members and the Board; call the annual meeting of the GIRMA Membership; sign contracts with GMA which the Board has authorized; call regular and special meetings of the Board; appoint an executive committee and special committees of the Board; serve as an ex-officio member of special committees; serve as chairperson of the executive committee; and perform such other duties as may be prescribed from time to time by the Board or as are consistent with the duties of the office of Chairperson.

Section 4. Vice Chairperson. The Vice Chairperson shall: assist and aid the Chairperson whenever required in carrying out the duties of the Chairperson; preside at all meetings of the Members of GIRMA and of the Board in the absence of the Chairperson; be authorized to act on behalf of the Chairperson in the event of the Chairperson's incapacity or other failure to serve; and perform such other duties as may be assigned by the Chairperson or Board from time to time.

Section 5. Secretary-Treasurer. The offices of Secretary and Treasurer shall be combined. The Secretary-Treasurer is a non-voting member of the Board. The Secretary-Treasurer is delegated the authority to perform, and is responsible to the Board for performing, the following duties either directly or through his or her designee:

(a) Notifying Members of the time, date and place of annual Member meetings and soliciting and recording proxies for those unable to attend such meetings, and seeing that all other meeting notices required by these Bylaws or applicable law are duly provided;
(b) Notifying Trustees of Board meetings and soliciting and recording proxies for those unable to attend meetings, and seeing that all other meeting notices required by these Bylaws or applicable law are duly provided;
(c) Keeping a register of the post office address, electronic mail address and/or facsimile number of each member of the Board which shall be furnished to the Secretary-Treasurer by such Trustee;
(d) Performing all the duties consistent with the office of Secretary-Treasurer and such other duties as from time to time may be assigned to him or her by the Chairperson or the Board;

(e) Executing contracts with service providers performing services directly to the Fund (except for contracts with GMA) after such service providers have been approved by the Board;
(f) Serving as a permanent non-voting member of all Board committees, including but not limited to the Executive Committee; and
(g) Signing all checks, drafts, or orders for the payment of money, notes or other evidences of indebtedness issued in the name of GIRMA, except as otherwise stated by resolution of the Board.

ARTICLE VII

BOARD COMMITTEES

Section 1. Executive Committee. The Executive Committee shall be comprised of the five Trustees who serve on the GMEBS Executive Committee: the Chairperson, Vice-Chairperson, immediate past chairperson and two Trustees appointed by the Chairperson, provided that such Trustees are employees of or appointed or elected officials of municipal corporations that participate in the GIRMA Property and Liability Insurance Fund. The Executive Committee shall recommend policies, review and recommend program operating budgets, and act on behalf of the Board in the interim between Board meetings.

Section 2. Special Committee. The authority of a special committee is limited to the charge given the committee by the Chairperson when establishing such committee; however, the designation of such committee and the delegation of authority thereto shall not operate to relieve the Board, or any individual Trustee, of any responsibility imposed upon it or upon the Trustee by law. Each special committee appointed shall be deemed to have concluded its work upon reporting back to the Board.

Section 3. Audit Committee. The Audit Committee shall be comprised of the five Trustees who serve on the GIRMA Executive Committee. The Audit Committee shall meet at least once annually and is responsible for the duties set forth in Rule 120-2-60.14 of the Georgia Department of Insurance, including but not limited to annually selecting the auditor for the next fiscal year (subject to ratification by the full Board), reviewing the annual audit and following its approval of the annual audit, and reporting on and recommending the annual audit to the full Board for approval.

The Administrator shall schedule an annual meeting of the GIRMA Audit Committee to receive a report on, review, and vote to approve

or disapprove the annual audit and to select the auditor for the following year, subject to ratification by the full Board. This annual audit committee meeting may be held jointly with the annual audit committee meetings of the GMEBS and GMA WCSIF audit committees, provided that the Audit Committee receives a report specific to GIRMA and holds discussion and a vote on the GIRMA annual audit independently of any discussion or votes taken concerning the GMEBS or GMA WCSIF annual audit.

Section 4. Governance. The Notice, Quorum, Manner of Acting, and Proxies sections under Article V "Meetings of the Board of Trustees" shall apply to meetings of Board Committees, except that all references to Trustees in those sections shall be replaced with "Committee Members", all references to the Board shall be replaced with "Board Committee", and a majority of the Committee members shall constitute a Quorum.

ARTICLE VIII

FISCAL YEAR

Section 1. GIRMA shall operate on a fiscal year from 12:01 a.m. January 1 to 12:01 a.m. January 1 of each succeeding year. Each fiscal year shall be maintained separately for accounting purposes.

ARTICLE IX

MEETINGS OF THE MEMBERS

Section 1. Annual Meetings; Joint Annual Meeting. For the convenience of Members, when feasible, the Administrator shall schedule an annual, in-person meeting of GIRMA Members during the Administrator's annual convention in an appropriate location. The annual, in-person meeting of the Members shall be held for the purposes of electing members to the GMEBS Board of Trustees, all of which also serve on the Board of Trustees of GIRMA and of the GMA Workers Compensation Self-Insurance Fund ("GMA WCSIF"), delivering of a statement of the general financial condition of GIRMA and transacting such other business as may come before the meeting. For the purpose of electing Trustees, the annual, in-person meeting of the Members shall be held jointly with the annual meetings of the "Members" of GMEBS ("GMEBS Members") and the "Members" of GMA WCSIF ("GMA WCSIF Members"), as defined in their respective bylaws. For purposes of this Article, this

meeting shall be referred to as the "Joint Annual Meeting" and the GMA WCSIF Members, GIRMA Members and GMEBS Members shall be collectively referred to as the "Voting Employers". In all manner, substance and effect, elections of Trustees to the Board shall take place simultaneously with and in the manner described in Article IX of the GMEBS bylaws. An oral report on the general financial condition of GIRMA shall be given to GIRMA Members at each annual meeting. At the same meeting, a written copy of this report shall be made available to the GIRMA Members by the Board Chairperson or his or her designee.

Section 2. Special Meetings of the Members. If the election of Trustees is not held as designated herein at the annual, in-person meeting of the Members provided for in Section 1 above, or at any adjournment thereof, the Board shall cause the Trustee election to be held at a special meeting of the Members, jointly with the GMA WCSIF Members and the GMEBS Members, as soon thereafter as is reasonably convenient. Special meetings of the Members may be called by the chairperson of the Board or by not less than one-fourth (l/4) of the entities comprising the GIRMA Members.

Section 3. Place of Meeting of the Members. The Board of Trustees may designate any place within the State of Georgia as the place of meeting for any special meeting of the Members.

Section 4. Notice. Written notice stating the place, date and hour of any meeting of the Members shall be delivered by mail, electronic mail or facsimile, to each Member entitled to vote at such meeting, not less than ten (10) and no more than ninety (90) days before the date of such meeting, by or at the direction of the Chairperson, or the Secretary-Treasurer, or the officers or persons calling the meeting. In the case of a special meeting or when required by statute or by these Bylaws, the purpose or purposes for which the meeting is called shall be stated in the notice. If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Member at its address as it appears on the records of the Administrator, with postage thereon prepaid. If notice is given electronically, either by electronic mail or facsimile, such notice shall be deemed to be delivered when sent to the electronic address for the Member as shown by the records of the Administrator.

Section 5. Nomination of Trustees. Nomination of Trustees shall be made in accordance with the GMEBS Bylaws.

Section 6. Voting on Matters Relating to GIRMA (Other than Trustee Elections). Each Member shall be entitled to one (1) vote on each matter that the Board submits to a vote of the Members (other than Trustee elections). The vote of each Member shall be cast by its designated representative. Unless otherwise indicated in writing by a Member's chief executive or chief administrative officer, a Trustee shall be considered the designated representative for the Member for which he or she serves as an elected or appointed officer or employee. For each other Member, the chief executive or chief administrative officer shall be its designated representative. Except in the case of matters relating to the election or term limits of Trustees, no formal action will be taken based upon any Member vote without the consent of a majority of the Board present. The Board may in its discretion conduct a Member vote by mail ballot. In such case the mail ballot shall be deemed to be delivered when it is mailed or sent via facsimile or electronic mail in the manner required for provision of meeting notices under Section 4 above. The Board shall afford a reasonable period of time for return of mail ballots by Members. A majority vote of those Members voting shall be required for action on any matter submitted to a vote by mail ballot. With respect to election of Trustees, the applicable provisions of the GMEBS Bylaws shall control.

Section 7. Quorum. There is no quorum requirement. Rather, a majority vote of those Members voting in person or by proxy at a meeting shall be required for approval of any matter submitted to the Members for a vote.

Section 8. Proxies. At any meeting of the Members, a Member entitled to vote may vote by proxy executed in writing (which writing may be electronic) by the Member or by its designated representative. Proxies must be submitted to the Administrator at least 14 days prior to the meeting, unless a shorter period is necessary due to circumstances beyond the designated representative's control. Proxies shall be recorded by the Secretary-Treasurer prior to the commencement of the Annual Meeting and shall be noted in the minutes.

ARTICLE X

INVOLUNTARY TERMINATION OF A MEMBERSHIP

Section 1. Reasons. A Member may be involuntarily terminated as a Member of GIRMA in the middle of the year, and not as a result of GIRMA's

non-renewal, for:

(a) Failure to timely pay its contribution, assessment, or otherwise to discharge its financial obligations to GIRMA when due;
(b) Failure to timely report to the Administrator, or its designee accidents or other incidents which might involve indemnifications from GIRMA or from a fund established by GIRMA;
(c) Failure to comply with the loss control and written management recommendations of GIRMA or GIRMA's representatives or agents;
(d) Failure to comply with any requirements contained within a coverage description of a fund in which the Member participates;
(e) Excessive losses; or
(f) Failure to comply with the law, rules and regulations of the Georgia Insurance Commissioner, or the Intergovernmental Contract establishing GIRMA or these Bylaws.

Section 2. Method. Termination for failure to pay a contribution or assessment when due, or for failure to otherwise discharge its obligations to a fund or to GIRMA when due shall be accomplished by written notice stating the time the termination will be effective, not less than fifteen (15) days from the date of notice, to be delivered in person or by depositing such notice in the U.S. Mail by at least first class mail to the last address of record of the Member, and receiving the receipt provided by the United States Postal Service for such deposit. Such notice may or may not be accompanied by a tender of the unearned premium paid by the Member, calculated on a pro rata basis. If such tender is not made simultaneously with such notice, it shall be made within fifteen (15) days of notice of termination, unless an audit or rate investigation is required, in which case such tender shall be made as soon as practicable.

Involuntary termination for any other cause shall require forty-five (45) days advance written notice.

The Commissioner of Insurance of the State of Georgia shall be furnished a copy of any termination notice forwarded to a Member.

Section 3. Data. GIRMA will provide any terminated Member the data reasonably necessary for transition to a replacement insurer.

Section 4. Reinstatement. Reinstatement shall be upon such terms as the Board may impose.

ARTICLE XI

TERMINATION OF GIRMA OR GIRMA FUNDS

Section 1. GIRMA shall cease its activities upon affirmative vote of not less than two thirds (2/3) of the Board requiring such cessation, with advance approval of the Commissioner if required by law. The Board may also terminate the existence of any fund or funds it has established by a majority vote of the Board, with advance approval of the Commissioner if required by law. To the extent of money remaining in a terminated fund, however, GIRMA shall continue to pay Members' claims and losses incurred prior to the date of a Fund's termination until the money in the terminated fund is exhausted. In the event that revenues remain in a terminated fund after payment of all claims, losses and other expenses, the Board may determine the method for calculating refunds to those Members who were Members at the time the fund ceased its activities. The Board shall determine the method that shall be used for the sale and distribution of proceeds in the event that there should be any property, real or personal, belonging to GIRMA at its termination. In the event of GIRMA's termination, the Board shall continue to meet for such period of time and with such frequency as may be necessary to wind down the affairs of GIRMA. The Board shall be authorized to sell, transfer or otherwise assign the processing and payment of claims to a third party in the event of termination of GIRMA or in the event of termination of a fund.

Section 2. The Commissioner may terminate GIRMA or any of its Funds only in accordance with applicable law, and subject to GIRMA's rights under applicable law.

ARTICLE XII

WAIVER OF NOTICE

Section 1. Whenever any notice is required to be given under the provisions of these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE XIII

AMENDMENTS

Section 1. Bylaws Amendments.

(a) The Board shall have power to amend or repeal the Bylaws by an affirmative two-thirds majority vote of the Board at any regular or special meeting of the Board.
(b) Written notice of proposed amendment(s) or repeal, including the language of the proposed amendment(s) or repeal, must be mailed or electronically provided to each Member not less than thirty (30) days prior to the meeting in which they are presented to the Board for adoption. Notice of approved bylaws amendments or repeal shall be provided to the Members at the next annual or special meeting of the Members following the Board's approval of such amendment(s) or repeal.

Section 2. Amendments to Intergovernmental Contract. Any amendment to the Intergovernmental Contract must be approved by a majority of the Members voting at a meeting of the Members.

ARTICLE XIV

PARLIAMENTARY AUTHORITY

Section 1. To govern processes and relationships within the organization in cases not provided for in statute or Bylaws, the current edition of Robert's Rules of Order shall be used. However, by resolution, the Board may determine to follow instead any set of Rules of Order determined by the Administrator's General Counsel or by the Board's separate legal counsel to be appropriate.

GEORGIA FIRST RESPONDER PTSD PROGRAM

ACCG | GEORGIA MUNICIPAL ASSOCIATION

GMA - GIRMA Georgia First Responder PTSD Program
Proposal for Coverage

Effective Date: January 1, 2025
Anniversary Date: January 1

Member: City of Flowery Branch
Member Number: 0000526
Insurer: Metropolitan Life Insurance Company (MetLife)

There are two coverage components required by House Bill 451 (2024) effective January 1, 2025:

1) Lifetime Critical Illness Lump Sum PTSD Diagnosis Benefit
2) Lifetime Long-Term PTSD Disability Benefit (Income Replacement)

The GMA-GIRMA Critical Illness Lump Sum PTSD Diagnosis Benefit and Long-Term Disability (Income Replacement) coverage components are designed to comply with House Bill 451 when purchased together. However, a city is permitted to purchase only one component if you have existing coverage that complies with the new law.

Estimated annual premiums are based on the Eligible First Responder census data provided by the city. While the premiums below are estimated annual amounts, the city will be billed on a semiannual basis in an amount that reflects the city's updates to the census.

Component 1: Lump Sum PTSD Diagnosis Benefit – All First Responders		
Lifetime Benefit per first responder:	$3,000	**(Mandated Limit)**
Lump Sum PTSD Diagnosis Benefit - Estimated Annual Premium for All First Responders:		**$1,150.00**

Component 2: PTSD Disability Limit		
Employed First Responders		
Monthly benefit:	60% of pre-disability first responder earnings	
Maximum monthly benefit per first responder:	$5,000	
Estimated Annual Premium for Employed First Responders:		**$2,550.00**
Volunteer First Responders		
Monthly Benefit per first responder:	$1,500	
Estimated Annual Premium for Volunteer First Responders:		**$0.00**
PTSD Disability Limit – Estimated Annual Premium for All First Responders:		**$2,550.00**

Estimated Annual Premium for Components 1 & 2: Lump Sum PTSD Diagnosis Benefit and PTSD Disability Benefit	**$3,700.00**

This proposal is valid for 30 days after proposal is issued or until the effective date, whichever is later.
This overview is not a part of the policy(ies) and does not provide or explain all provisions of the policy(ies).

GEORGIA FIRST RESPONDER
PTSD PROGRAM
ACCG GEORGIA MUNICIPAL ASSOCIATION

Optional Limits for Consideration:

The coverage limits reflected for Lump Sum PTSD ($3,000) and PTSD Disability Benefit (60% of earnings for employees and $1,500/month for volunteers) on Page 1 of the Proposal for Coverage reflect the mandated amounts required by HB 451. However, if your city would like to purchase additional limits above the mandated amounts, the pricing is outlined in the table below. You can select a higher limit for Lump Sum PTSD only, a higher limit for PTSD Disability only, or a higher limit for both coverages. To elect a higher limit, please check the box beside the chosen limit(s).

***If you do NOT want to elect a higher limit, you can disregard this form. If optional limits are not selected, coverage will default to the minimum required limits in HB 451.**

In order to bind coverage for this program (mandated OR optional limits), the executed Application and Participation Agreement as well as the enrollment documents are required.

Lump Sum PTSD Diagnosis Limit	Total Premium Cost at Higher Limit	Check to increase limit
$5,000	$3,950.00	
$10,000	$4,600.00	
$15,000	$5,250.00	

PTSD Disability Benefit (Class 2 Volunteers ONLY)	Total Premium Cost at Higher Limit	Check to increase limit
$2,000	$3,700.00	

This document must be signed and returned to Lockton at gfrptsd@lockton.com for the higher limits to be effective.

City Name: _____

Name of Authorized City Employee:_____

Title of Authorized City Employee: _____

Signature of Authorized City Employee: _____

Date: _____

This proposal is valid for 30 days after proposal is issued or until the effective date, whichever is later.
This overview is not a part of the policy(ies) and does not provide or explain all provisions of the policy(ies).

Definitions of ‘First Responder’ in HB 451

According to HB 451 (2024), 'First responder' in OCGA 45-25-2 means any of the following:

(A) 'Communications officer' as defined in Code Section 37-12-1;

> (5) “Communications officer” means and includes any person employed by a public safety agency to receive, process, or transmit public safety information and dispatch law enforcement officers, firefighters, medical personnel, or emergency management personnel.

(B) 'Correctional officer' as defined in Code Section 45-1-8;

> (a)(1) “Correctional officer” means any person who is authorized to exercise the power of arrest and who is employed or appointed by the Department of Corrections or the State Board of Pardons and Paroles.

(C) 'Emergency medical professional' as defined in Code Section 16-10-24.2;

> (a)(1) “Emergency medical professional” means any person performing emergency medical services who is licensed or certified to provide health care in accordance with the provisions of Chapter 11, Chapter 26, or Chapter 34 of Title 43.

(D) 'Emergency medical technician' as defined in Code Section 16-10-24.2;

> (a)(2) “Emergency medical technician” means any person who has been certified as an emergency medical technician, cardiac technician, paramedic, or first responder pursuant to Chapter 11 of Title 31.

(E) 'Firefighter' as defined in Code Section 25-4-2;

> (6) “Firefighter” means a recruit or a trained individual who is a full-time employee, part-time employee, or volunteer for a municipal, county, state, or private incorporated fire department and as such has duties of responding to mitigate a variety of emergency and nonemergency situations where life, property, or the environment is at risk, which may include without limitation fire suppression; fire prevention activities; emergency medical services; hazardous materials response and preparedness; technical rescue operations; search and rescue; disaster management and preparedness; community service activities; response to civil disturbances and terrorism incidents; nonemergency functions including training, preplanning, communications, maintenance, and physical conditioning; and other related emergency and nonemergency duties as may be assigned or required; provided, however, that a firefighter’s assignments may vary based on geographic, climatic, and demographic conditions or other factors including training, experience, and ability.

(F) 'Highway emergency response operator' as defined in Code Section 45-1-8;

> (a)(5) “Highway emergency response operator” means a person employed by the Department of Transportation who operates a towing or recovery vehicle or highway maintenance vehicle.

(G) 'Jail officer' as defined in Code Section 45-1-8;

> (a)(6) “Jail officer” means any person who is employed or appointed by a county or municipality and who has the responsibility of supervising inmates confined in a municipal or county detention facility.

(H) 'Juvenile correctional officer' as defined in Code Section 45-1-8;

> (a)(7) “Juvenile correctional officer” means any person employed or appointed by the Department of Juvenile Justice whose primary responsibility is the supervision and control of youth confined in its programs and facilities.

(I) 'Peace officer' as defined in Code Section 35-8-2;

> (8) “Peace officer” means, for purposes of this chapter only:
> (A) An agent, operative, or officer of this state, a subdivision or municipality thereof, or a railroad who, as an employee for hire or as a volunteer, is vested either expressly by law or by virtue of public employment

or service with authority to enforce the criminal or traffic laws through the power of arrest and whose duties include the preservation of public order, the protection of life and property, and the prevention, detection, or investigation of crime;

(B) An enforcement officer who is employed by the Department of Transportation in its Office of Permits and Enforcement and any person employed by the Department of Juvenile Justice who is designated by the commissioner to investigate and apprehend delinquent children and any child with a pending juvenile court case alleging the child to be a child in need of services;

(B.1) Personnel who are authorized to exercise the power of arrest, who are employed or appointed by the Department of Juvenile Justice, and whose full-time duties include the preservation of public order, the protection of life and property, the detection of crime, the supervision of delinquent children in the department's institutions, facilities, or programs, or the supervision of delinquent children under intensive supervision in the community;

(C) Personnel who are authorized to exercise the power of arrest and who are employed or appointed by the Department of Corrections, the Department of Community Supervision, the State Board of Pardons and Paroles, municipal correctional institutions employing 300 or more correctional officers, county probation systems, and county correctional institutions; and

(D) An administrative investigator who is an agent, operative, investigator, or officer of this state whose duties include the prevention, detection, and investigation of violations of law and the enforcement of administrative, regulatory, licensing, or certification requirements of his or her respective employing agency.

Law enforcement support personnel are not peace officers within the meaning of this chapter, but they may be certified upon voluntarily complying with the certification provisions of this chapter.

(J) 'Probation officer' as defined in Code Section 45-1-8; and

(a)(8) "Probation officer" means a community supervision officer, county or Department of Juvenile Justice juvenile probation officer, or probation officer serving pursuant to Article 6 of Chapter 8 of Title 42.

(K) Law enforcement officer with the Department of Natural Resources.

GEORGIA INTERLOCAL RISK MANAGEMENT (GIRMA)
FIRST RESPONDER PTSD APPLICATION AND PARTICIPATION AGREEMENT

Employers eligible to participate in GIRMA (hereinafter a "Participating Employer" or "Employer") shall complete this Application and Participation Agreement in order to purchase First Responder PTSD coverage fully insured by MetLife under the GIRMA Fund C Master Policy for a Lump Sum PTSD Diagnosis Benefit, a PTSD Disability (Income Replacement) Benefit, or a Combined Lump Sum PTSD Diagnosis Benefit and PTSD Disability (Income Replacement) Benefit. Once approved by GIRMA's Program Administrator, the Participating Employer will receive a one-page Summary of Benefits identifying the purchased coverage(s) (the "First Responder PTSD Policy") and a link to the Policy Certificate for the purchased coverage(s), so it may make these available to individuals performing service for them as an employed or volunteer "First Responder" as defined below ("First Responders").

Who Does What?

- GIRMA is the Policyholder of a First Responder PTSD Policy insured by MetLife, which provides a Lump Sum Benefit and a Disability (Income Replacement) Benefit. These coverages together are designed to meet the requirements of the Ashley Wilson Act (the "Act"), effective January 1, 2025.
- Georgia Municipal Association, Inc., ("GMA") is the Program Administrator for GIRMA. GMA uses information from the First Responder census data provided by the Participating Employer to bill for the premiums due under the First Responder PTSD Policy and maintains (either directly or through the broker for the First Responder PTSD Policy) Participating Employers' Application and Participation Agreements.
- Participating Employers are responsible for providing census data to GMA's broker that identifies all First Responders (as defined below) performing first responder services for them, classifying the First Responders by statutory definition and as employed or volunteer, and identifying those First Responders who are First Responders for another Public Entity.
- Participating Employers are responsible for submitting complete and accurate census data and paying premiums to GMA, communicating with First Responders about the coverages the Employer provides, providing the Summary of Benefits and link to the applicable Certificate to First Responders, and providing all requested information and documentation requested by GMA's broker to ensure the census is current.
- Participating Employers are responsible for designating an authorized member of human resources staff to receive inquiries from MetLife related to work requirements or work status for disability claims and provide all information requested by MetLife for that purpose.
- To comply with the confidentiality provisions of the Act, GMA and its broker will not inform Participating Employers whether a First Responder has submitted a claim for benefits or received any such benefits.
- Participating Employers are responsible for ensuring that any information in their possession related to claims, and any other information that would reasonably identify an individual as having been diagnosed with PTSD, is used only in accordance with applicable laws and is kept confidential in the same way as mental health information related to an employer sponsored major medical plan or employee assistance program.
- Participating Employers are prohibited by law from taking any employment action solely as a result of a First Responder's diagnosis, claims, or benefits.
- MetLife evaluates claims and pays approved claims under the First Responder PTSD Policy. All claims for benefits must be submitted to MetLife.
- First Responders do not need to inform the Participating Employer that they are making a claim.
- Neither GIRMA nor GMA have any role in claim determination or payment.

Definition of First Responder. A First Responder for the Participating Employer is an individual who meets one or more of the following definitions as a result of services he or she performs for the Participating Employer as an employee or volunteer:

(A) 'Communications officer' as defined in Code Section 37-12-1;
(B) 'Correctional officer' as defined in Code Section 45-1-8;
(C) 'Emergency medical professional' as defined in Code Section 16-10-24.2;
(D) 'Emergency medical technician' as defined in Code Section 16-10-24.2;
(E) 'Firefighter' as defined in Code Section 25-4-2;
(F) 'Highway emergency response operator' as defined in Code Section 45-1-8;
(G) 'Jail officer' as defined in Code Section 45-1-8;
(H) 'Juvenile correctional officer' as defined in Code Section 45-1-8;
(I) 'Peace officer' as defined in Code Section 35-8-2;
(J) 'Probation officer' as defined in Code Section 45-1-8; and
(K) Law enforcement officer with the Department of Natural Resources.

Employer Obligations:

- Employer shall not require any kind of contribution from First Responders for the coverage(s) provided under the First Responder PTSD Policy.
- Employer is solely responsible for identifying all First Responders (as defined above). Any questions about First Responder status should be resolved by contacting legal counsel. Participating Employers that are members of GIRMA's Property and Liability Fund may call the GIRMA HelpLine at 800-721-1998 for free legal advice about whether an individual meets the statutory definition.
- Employer is solely responsible for keeping an accurate list of all First Responders, and providing correct and complete information to GMA's broker.
- Employer shall submit initial First Responder census data to the GMA broker in the form requested, and must update this census data as requested in order to ensure that all First Responders are properly identified and classified.
- The Employer's cost for coverage under the First Responder PTSD Policy will be based on the most recent census data at the time of billing.
- Employer shall provide the Summary of Benefits and a link to the applicable Certificate to all First Responders at no charge, and shall provide a copy of the applicable Policy to First Responders upon request.
- If the Policy is terminated for any reason, Employer shall provide notification of termination to all First Responders.
- Whenever requested to do so by MetLife or GMA, Employer shall provide MetLife or GMA the information requested.

Benefits Exempt from Income Tax:

- MetLife has determined that benefits it will pay under the policy are not subject to state or federal income taxation. Accordingly, MetLife will not report benefits to the IRS or withhold any amounts from benefit payments.
- MetLife will advise benefit recipients that benefits are not subject to federal or state income tax, so MetLife will not withhold taxes or provide a 1099 or W-2 or report benefit payments to the IRS. MetLife will remind benefit recipients that the benefits may offset other benefits received by the recipient or have other tax consequences and encourage them to consult their tax advisor for guidance.
- MetLife will provide a summary of benefits to the benefits recipient upon request.
- Legal counsel to GIRMA has advised GIRMA of the following:

- The Ashley Wilson Act provides that benefits payable pursuant to the Ashley Wilson Act are not subject to Georgia income tax.
- Benefits payable under the policy to First Responders (as defined in the statute) are not subject to federal income tax because the Ashley Wilson Act is a statute in the nature of a workers' compensation act under Treas. Reg. Section 1.104-1(b) and the MetLife policy bases benefits solely on diagnosis of work-related injuries or sickness as described in the Act.
- Participating Employers have no tax obligations arising from payment of benefits to their First Responders.

- A copy of the opinion letter is available upon request.

Information Privacy and Security:

- See the attached PTSD Privacy Notice, which will be posted on the website where policy information is published. This Notice explains the privacy requirements of the Ashley Wilson Act and how individually identifiable information is used and shared.
- As a critical illness and disability policy, the PTSD Program is not subject to the federal information privacy and security law that applies to group health plans (HIPAA). However, GMA, the GMA broker, and MetLife protect individually identifiable information and use and share it only in accordance with the privacy provisions of the Ashley Wilson Act and any other applicable privacy laws.
- Participating Employers will provide census data to GMA's broker using a secure portal established by the broker.

Desired Coverage (See Attached Proposal for Estimated Annual Premiums):

Participating Employer is applying for and agreeing to purchase the <u>First Responder PTSD Combined Lump Sum Diagnosis Benefit and PTSD Disability (Income Replacement) Benefit</u> unless the following option is checked.

____ First Responder Lump Sum PTSD Diagnosis Benefit Only* *(Alone, this coverage does NOT meet the requirements of the Ashley Wilson Act. Leave BLANK if you want the full coverage.)*

The coverage elected above automatically renews at each anniversary of the effective date, based on then current premiums established by the Program Administrator. Coverage may be terminated in accordance with the GIRMA Bylaws regarding termination of membership in a GIRMA Fund.

On behalf of City of Flowery Branch **[Name of Participating Employer],** Hall **County, Georgia, I submit this Application and Participation Agreement and agree to its terms.**

Signature: _____ Date: _____

Print Name: _____ Title: _____

Privacy Notice for Georgia First Responders PTSD Program

This Privacy Notice describes the individually identifiable information about First Responders that Program Administrators of the Georgia First Responders PTSD Program collect and how it is used and shared.

PROGRAM ADMINISTRATORS: Certain employees of Georgia Municipal Association ("GMA") and Association County Commissioners of Georgia ("ACCG") provide administrative services for the PTSD Program. The Southeastern Series of Lockton Companies, Inc. serves as broker for the MetLife insurance policy that is offered through the PTSD Program. GMA, ACCG, and Lockton are all Program Administrators of the PTSD Program.

PRIVACY OBLIGATIONS UNDER ASHLEY WILSON ACT: The Ashley Wilson Act contains privacy requirements for information that "could reasonably be used to identify individuals making claims or who have made claims or who have received benefits." These privacy requirements were included because federal privacy law (HIPAA) does not apply to the Program. Program Administrators and MetLife treat this information as "sensitive mental health information" and only use and share the information to operate the Program, prepare aggregated reports, comply with the law, or as authorized by the First Responder.

Communications between First Responders (or their representatives) and Program Administrators or MetLife are confidential and privileged.

The Act ensures that First Responders can get the lump sum benefit in a confidential manner similar to receiving mental health benefits under a group health plan (subject to HIPAA) or under an employee assistance program, and limits interactions with the employer for disability benefits to those allowed for other mental health disability benefits.

- First Responders submit their claims for benefits directly to MetLife and do not need to inform the Employer.
- MetLife will not inform Program Administrators of claims or benefits without the First Responder's express authorization.
- MetLife and Program Administrators will never tell Employers whether a First Responder has made a claim for or received a lump sum benefit (without express authorization).
- For the disability benefit, MetLife will only communicate with a human resources contact at the Employer about work requirements and work status, which will indicate that the First Responder has submitted a claim for disability benefits.
- Due to the nature of the Program, MetLife does not need to and will not provide any reports of benefits to the IRS or the Employer.
- If an Employer learns of a claim or benefits from the First Responder or otherwise,

the Employer is prohibited by law from taking any employment action solely as a result of a First Responder's diagnosis, claims, or benefits.

- Employers are required to treat any information they may learn about claims or benefits confidentially as they would treat mental health information associated with a group health plan or employee assistance program.
- Employers are required to designate an employee who is authorized to securely submit eligibility information about First Responders to the Program Administrators' eligibility portal. This information identifies which employees and volunteers meet the definition of First Responder and does not contain any information about claims or benefits.

PROTECTED INDIVIDUALLY IDENTIFIABLE INFORMATION MAINTAINED BY PROGRAM ADMINISTRATORS; USE AND SHARING

Eligibility Data: A designated representative of each Employer that offers the Program securely submits the following information to the eligibility portal twice a year: **first and last name, social security number, date of birth, type of First Responder (by statutory definition), and employed or volunteer status.** This information is used to ensure proper billing of premiums and is securely shared with MetLife to enable MetLife to validate identity and determine eligibility for benefits when First Responders submit claims. To comply with the Act's privacy requirements, MetLife will NOT check with the Employer to determine eligibility when a claim is made.

Information Provided by First Responder: If a First Responder contacts a Program Administrator with questions about the Program, the Program Administrator may collect individually identifiable information necessary to answer the questions or direct the First Responder to the right resource and otherwise communicate with the First Responder. This information may include name, phone number, email, employer, employment status, and other information shared by the First Responder. This information is used to answer the questions and may be shared with other Program Administrators or MetLife as appropriate for answering the question and for customer service purposes.

Information About First Responder Claims or Receipt of Benefits: Program Administrators do not have access to information about whether a First Responder has submitted a claim for benefits or has received benefits unless the First Responder shares that information with the Program Administrator(s). MetLife is prohibited from sharing individually identifiable information about claims and benefits with the Program Administrators without an express written authorization from the First Responder. However, Program Administrators may learn about claims or benefits from a First Responder or someone acting on behalf of the First Responder. Program Administrators may share this information with other Program Administrators and MetLife as they deem appropriate for the operation of the Program.

Reports that Do Not Include Direct Identifiers: Program Administrators may request reports from MetLife that show use of benefits for purposes of evaluating the Program. These reports will not contain names or other direct identifiers. However, the reports may contain information (such as type of First Responder and geographic location of employer) that could be used with other information to identify individuals. These reports will be used as the Program Administrators deem appropriate for the operation of the Program and may be shared among the Program Administrators and with MetLife. Reports that could reasonably be used to identify an individual shall not be shared except as required by law.

PROTECTION OF INDIVIDUALLY IDENTIFIABLE INFORMATION

The Program Administrators and MetLife have privacy and information security policies and procedures and safeguards designed to ensure that individually identifiable information is protected from unauthorized access, misuse, and destruction. These controls are designed to meet a variety of applicable laws. For more information about MetLife's privacy practices, refer to the MetLife Privacy Notice posted on GFRPTSDInsurance.com.

FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY

SUBJECT: First Reading of Ordinance 727 to Consider a Conditional Use Permit at 5540 Atlanta Highway for the Operation of a Micro-Distillery.

COUNCIL MEETING DATE: December 5, 2024

HISTORY:

FACTS AND ISSUES:
The applicant is seeking the approval of a Conditional Use Permit for the operation of a micro-distillery within the existing building located at 5540 Atlanta Highway. The building is ~38,000 square feet and the applicant intends to occupy ~12,000 square feet of the building for the use of a micro-distillery. The applicant proposes an area within the distillery for operational observation, sample tasting, and retail sales within a space of ~1,250 square feet.

OPTIONS:

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:
No

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:
Approval of Ordinance 727 with staff recommended conditions

SAMPLE MOTION:
I make a motion to approve Ordinance 727 with the following conditions:
1. The Conditional Use Permit is issued to Remedy Distillery, LLC and should the occupant vacate the building, the Conditional Use Permit expires.
2. Adequate parking spaces shall be provided to support the current uses and the proposed micro-distillery. The applicant shall provide a breakdown of uses existing and proposed to calculate the minimal parking demands. If needed for confirmation, the applicant shall provide the Director of Planning and Community Development Director with a current survey of the property showing all stripped parking spaces.
3. Entrance to the distillery shall meet all accessibility requirements per ADA standards.
4. The approval of the Conditional Use Permit does not provide approval of variances to Federal, State, or Local codes and regulations.
5. The applicant must ensure that proper fire lanes, emergency access routes, and safety measures are in place in accordance with local fire codes and regulations.

COLLABORATING DEPARTMENT:

DEPARTMENT: Planning

Prepared by: Shelia Cooper

ATTACHMENTS

- CUP Report 5540 Atlanta Highway Micro Distillery final.pdf
- Application.pdf
- Letter of Intent - CityFloweryBranch.pdf
- Ordinance 727 CUP for 5540 Atlanta Highway.pdf

Memorandum

To: City of Flowery Branch, City Manager, and City Council

From: Chris McCrary, Planning and Community Development Director

Date: December 5, 2024

Subject: Conditional Use Permit

Applicant: R. Keith Speed / Remedy Distillery, LLC
989 Old Thompson Mill Road
Winder, GA 30680
404-925-2400

Existing Zoning: HB – Highway Business

Location:

- 5540 Atlanta Highway; tax parcel identification number **08117 005002**

Conditional Use Permit (CUP) Request:

The applicant is seeking the approval of a Conditional Use Permit for the operation of a micro-distillery within the existing building located at 5540 Atlanta Highway. The building is ~38,000 square feet and the applicant intends to occupy ~12,000 square feet of the building for the use of a micro-distillery. The applicant proposes an area within the distillery for operational observation, sample tasting, and retail sales within a space of ~1,250 square feet. The applicant submitted a **Letter of Intent** that provides details of the business operation.

Code Section:

Table 9.1 – Permitted and Conditional Uses in Nonresidential Zoning Districts

Properties located within the boundaries of the downtown overlay district with the underlying zoning of HB are hereby permitted to operate micro-breweries and micro-distilleries subject to the granting of a conditional use permit under the terms and conditions of Article 34 and compliance with any and all applicable state and local alcoholic beverage licensing requirements. The following changes to Table 9.1 are hereby made to reflect this potential additional use:

Use	O-P	INST	NS	HB	CBD	M-1	M-2
Micro-brewery	X	X	X	X[1]	C	X	X
Micro-distillery	X	X	X	X[1]	C	X	X

1 HB zoned properties located within the downtown overlay district may operate micro-breweries or micro-distilleries subject to the granting of a Conditional Use Permit.

Table 21.3 – Minimum and Maximum Number of Off-Street Parking Spaces Required

Use	Minimum Parking Required	Maximum Parking Permitted
Retail store	One per 275 square feet	One per 250 square feet
Warehouse	One per 2,000 square feet	One per 1,500 square feet

The total area to be used for the micro-distillery is 12,000 square feet. The use breakdown will be 10,750 square feet for the storage / distillery use and 1,250 square feet for the retail area.

Warehouse: 10,750 / 2,000 = 6 parking spaces minimum and 10,750 / 1,500 = 8 parking spaces maximum

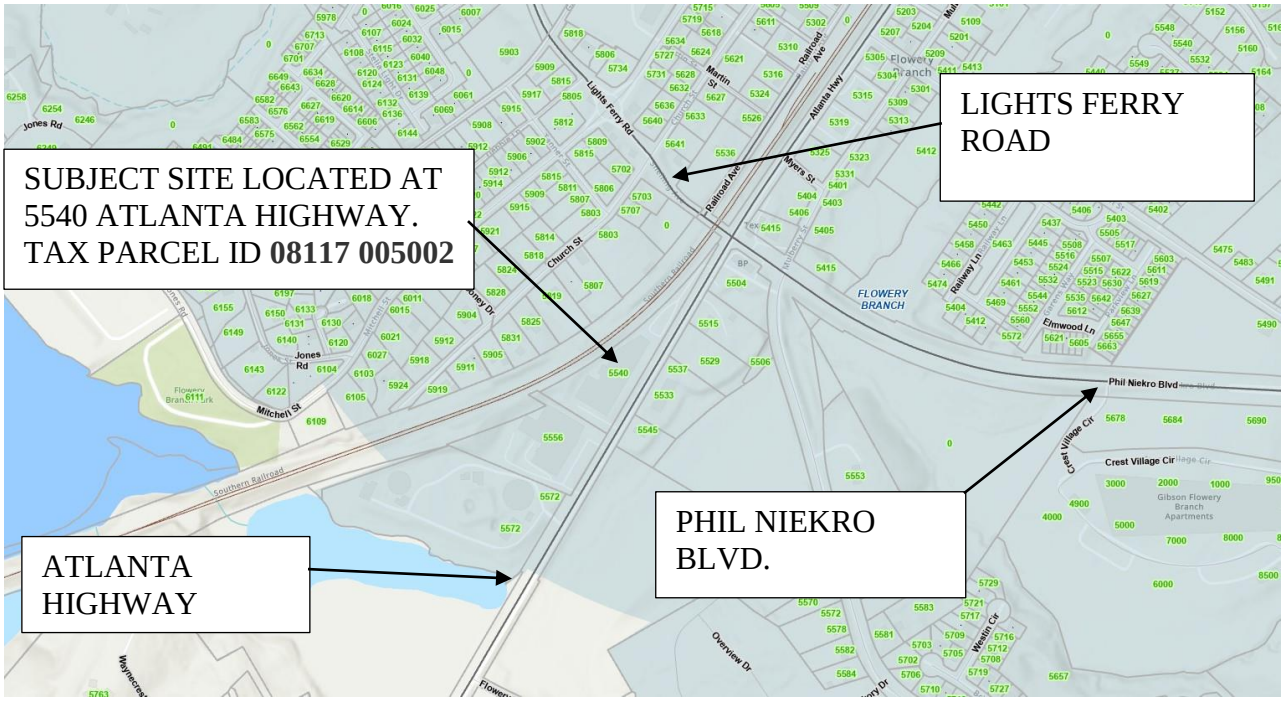
Retail: 1,250 / 275 = 5 parking spaces minimum and 1,250 / 250 = 5 parking spaces maximum

A total of 11 parking spaces minimum and 13 parking spaces maximum.

Prior to the issuance of subsequent permits, the applicant will need to provide an overall use breakdown for the entire 38,000 square foot building area to confirm the existing parking is sufficient for the current uses as well as the micro-distillery. The applicant may need to provide a current survey of the site to confirm the number of existing parking spaces.

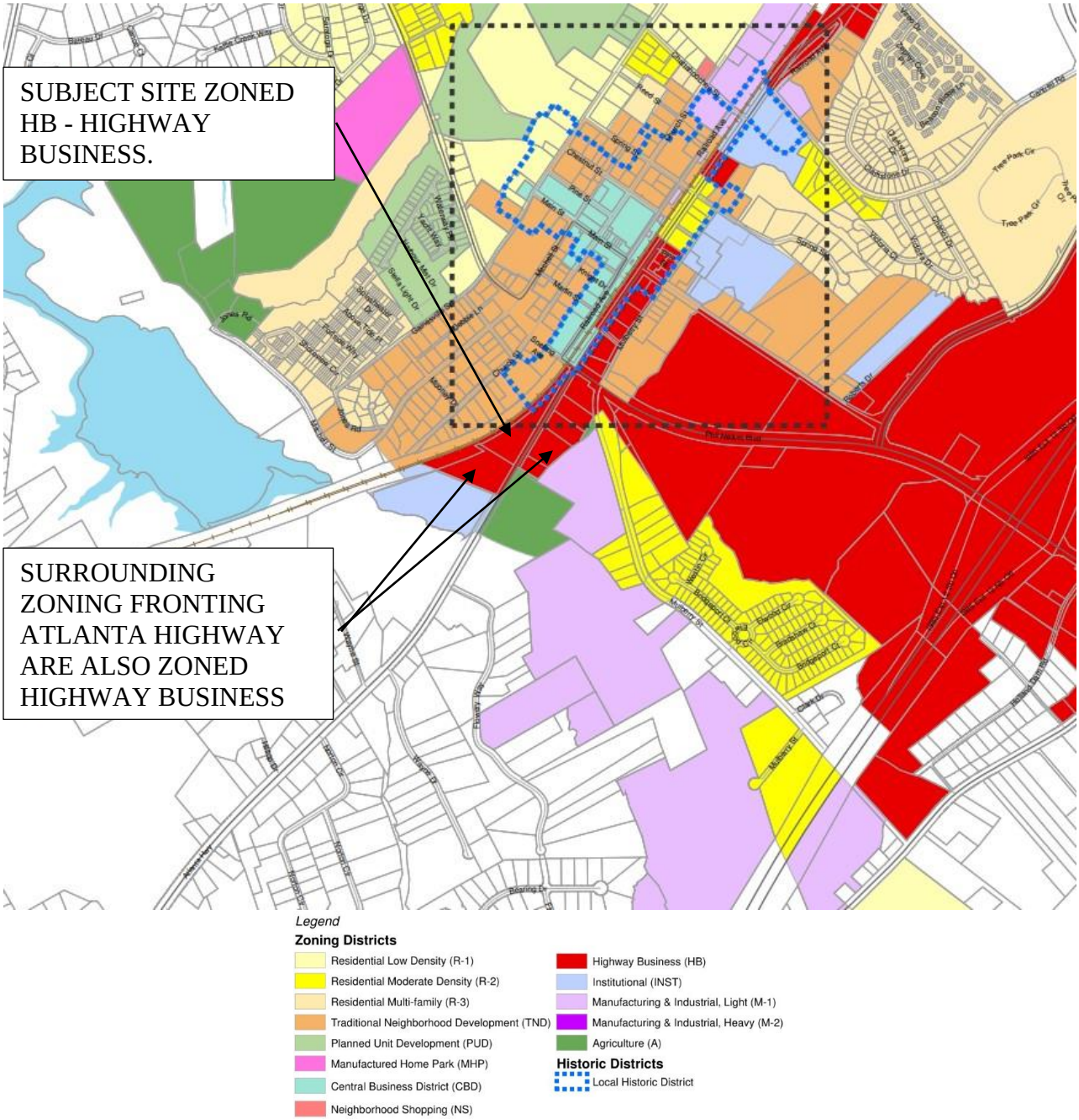
Location Map:

The subject site is located at 5540 Atlanta Highway near the intersection of Lights Ferry Road.



Zoning Map:

The subject property is zoned HB – Highway Business. The surrounding properties are also zoned HB.

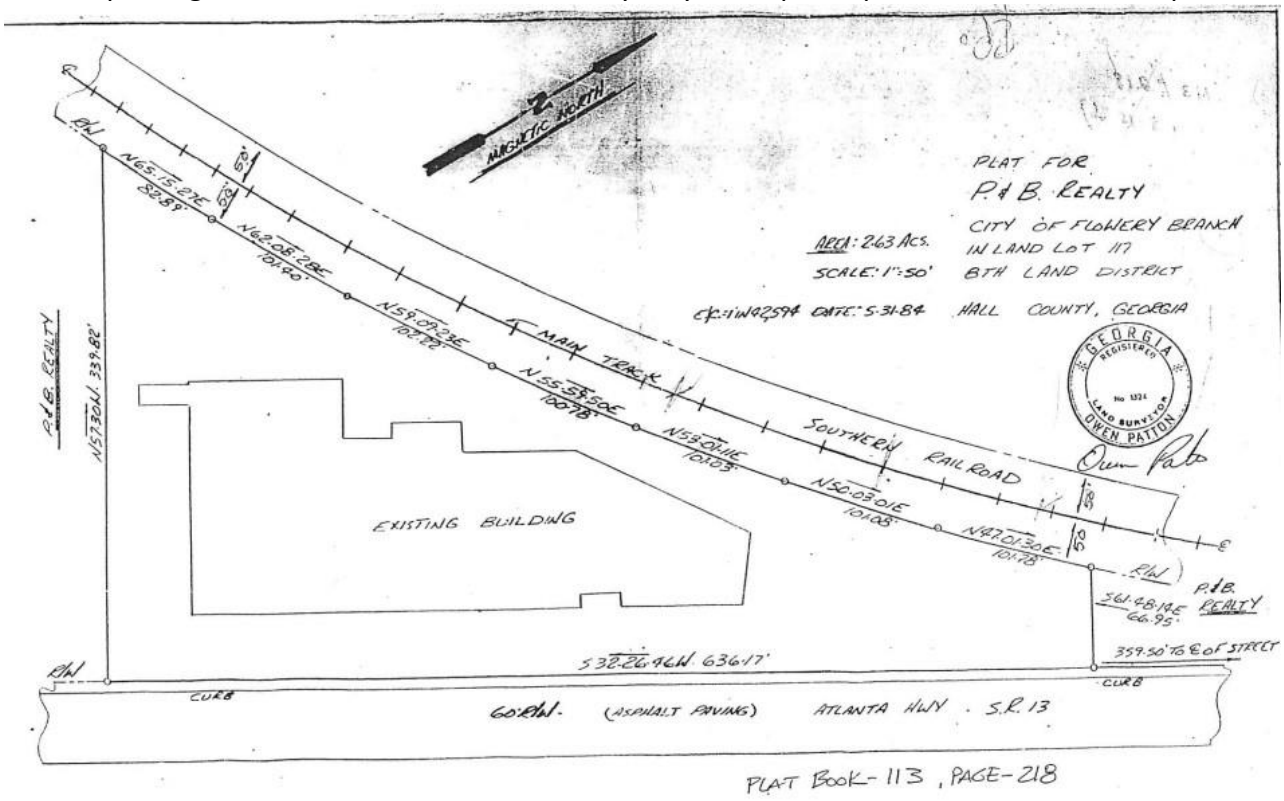


Aireal Plan:

Existing building is a multi-tenant building with the applicant proposing to occupy +/- 12,000 sq.ft. of a +/- 38,000 sq.ft. building.
5807
5819
5825
5831
5540
5556
5504
5515
5529
5537
5533
5545
5506
Atlanta Hwy
FLOWERY BRANCH

Survey:

The survey provided with the CUP application shows the building relative to the property line but not the parking locations. A more current survey may be required prior to the issuance of permits.



Street View from Atlanta Highway:

Applications to amend the official zoning map and applications or conditional uses shall provide a written analysis comparing the proposed action with the criteria in this Section. A zoning map amendment or conditional use application may be justified only if it bears a reasonable relationship to the public health, safety, morality, or general welfare, and after consideration of the analysis requirements which may in individual cases be considered criteria relevant to Zoning Administrator in making recommendations and by the City Council in the decision-making process.

a) *Whether the proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.*
The development of a distillery adjacent and nearby other commercial developments is reasonable.

b) *Whether the proposal will adversely affect the existing use or usability of adjacent or nearby property.*
The proposed use will not adversely affect the existing use or usability of adjacent or nearby property.

c) *Whether the property to be affected by the proposal can be used in accordance with the existing regulations and has reasonable economic use as currently zoned.*
The building is only partially occupied. Allowing the CUP would help the building be more economically viable.

d) *Whether the proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.*
The proposed use will not result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.

e) *Whether the proposal is in conformity with the policy and intent of the comprehensive plan including but not limited to the character area map and future land use plan map.*
The proposed micro-distillery would be in conformity with the policy and intent of the comprehensive plan.

f) *Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the proposal.*
There are no other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the proposal.

g) *Existing use(s) and zoning of the subject property and nearby properties.*
The micro-distillery will be in harmony with nearby commercial uses.

h) *Existing value of the property under the existing zoning district classification, the extent to which the property value of the subject property is diminished by the existing zoning district, and the value of the property under the proposed zoning district; if such information is provided by the applicant or can be discerned. This consideration may include the length of time the property has been vacant or unused as currently zoned and efforts taken by the property owner(s) to use the property or sell the property under the existing zoning district classification.*
The applicant did not provide data indicating the change to property value. The applicant did not provide the length of time that the building area has been vacant.

i) *Whether a proposed zoning map amendment or conditional use approval will be a deterrent to the value or improvement of development of adjacent property in accordance with existing regulations.*
The proposed use should have no impact on the value or improvement of development of adjacent property.

j) *The possible creation of an isolated zoning district unrelated to adjacent and nearby districts.*
The subject site and surrounding zonings are HB and not isolated.

k) *Possible effects of the change in zoning district map, or change in use, on the character of a zoning district.*
The proposed use should have no negative effects on the character of the area.

l) *The possible impact on the environment, including but not limited to, drainage, soil erosion and sedimentation, flooding, air quality and water quality.*
The applicant is not proposing any exterior improvements that would have any impact on the environment.

m) *The relation that the proposed map amendment or conditional use bears to the purpose of the overall zoning scheme and the purposes of this Zoning Ordinance*.
The proposed CUP will have no impact on the purpose of the overall zoning scheme and the purposes of this Zoning Ordinance.

Staff Recommendation for Conditional Use Permit (CUP)

Recommendation:
Staff recommends **approval** of the proposed **Conditional Use Permit (CUP)** for the operation of a micro-distillery located within the existing building at 5540 Atlanta Highway with the following conditions:

Conditions of Approval:

1. The Conditional Use Permit is issued to Remedy Distillery, LLC and should the occupant vacate the building, the Conditional Use Permit expires.
2. Adequate parking spaces shall be provided to support the current uses and the proposed micro-distillery. The applicant shall provide a breakdown of uses existing and proposed to calculate the minimal parking demands. If needed for confirmation, the applicant shall provide the Director of Planning and Community Development Director with a current survey of the property showing all stripped parking spaces.
3. Entrance to the distillery shall meet all accessibility requirements per ADA standards.
4. The approval of the Conditional Use Permit does not provide approval of variances to Federal, State, or Local codes and regulations.
5. The applicant must ensure that proper fire lanes, emergency access routes, and safety measures are in place in accordance with local fire codes and regulations.

Conclusion:
Staff finds that the proposed CUP for the micro-distillery is consistent with the city's growth and development goals and will provide positive economic impacts while mitigating potential negative effects through the recommended conditions.

FLOWERY BRANCH

CONDITIONAL USE PERMIT APPLICATION

City Provided Permit #	

Date: Oct. 24, 2024

Address of Request: 5540 Atlanta Hwy
Flowery Branch, GA 30542

Tax Map # _____ Current Zoning: HB

Is this site located within the boundaries of the historic district? _____

Currently a conforming use? _____

Any conditions of zoning, CUP's, etc.? _____

Applicant Information

Applicant: R. Keith Speed / Remedy Distillery, LLC

Address: 989 Old Thompson Mill Rd!
Winder, GA 30680

E-mail address: kspeed@remedydistillery.com

Phone number: c. 404-925-2460

Signature: R. Keith Speed

Notary Seal:

DANIELLE M NASH
NOTARY PUBLIC
Hall County
State of Georgia
My Comm. Expires February 20, 2028

Property owner Information

Property owner (please print): John Bailey

Address: 5540 Atlanta Hwy.
Flowery Branch, GA. 30542

E-mail address: johnbaileyBG@Gmail.com

Phone number: 770-652-5398

Signature: John Bailey

Notary Seal:

DANIELLE M NASH
NOTARY PUBLIC
Hall County
State of Georgia
My Comm. Expires February 20, 2028

Applicant Information Required at Time of Submittal

Please review the Flowery Branch Code of Ordinances, Appendix C, "Zoning Ordinance", Article 34, for complete requirements.

- Legal description – one hard copy and on a flash drive
- Current survey of property – one hard copy and on a flash drive
- Site plan – one hard copy and on a flash drive
- Site plan shall meet the requirements of the Flowery Branch Code of Ordinances; Appendix C, "Zoning Ordinance", Article 34 sections 34.5
- Detailed description of request
- Development statistics per the Flowery Branch Code of Ordinances; Appendix C, "Zoning Ordinance", Article 34 sections 34.6
- Analysis requirements per the Flowery Branch Code of Ordinances; Appendix C, "Zoning Ordinance", Article 34 sections 34.7
- Conflict of interest disclosure (attached)
- Disclosure of campaign contributions (attached)

FLOWERY BRANCH

Conflict of Interest Disclosure

Identify all members of the City Council of the City of Flowery Branch and Employees of the City of Flowery Branch Community Development Department who

Have a property interest in the real property affected by this request

None

Have a financial interest (direct ownership interest) of the total assets or capital stock of a business entity where such ownership interest is more than 10% in any business entity which has a property interest in the real property affected by this request

None

Have a member of the family (spouse, mother, father, brother, sister, son or daughter) having a property financial interest as herein defined, in the real property affected by this request

None

Disclosure of Campaign Contributions

List below the names of local government officials of the City of Flowery Branch to whom campaign contributions were made, within two (2) years immediately preceding the filing of this application, which campaign contributions total $250.00 or more or to whom gifts were made having a total value of $250.00 or more.

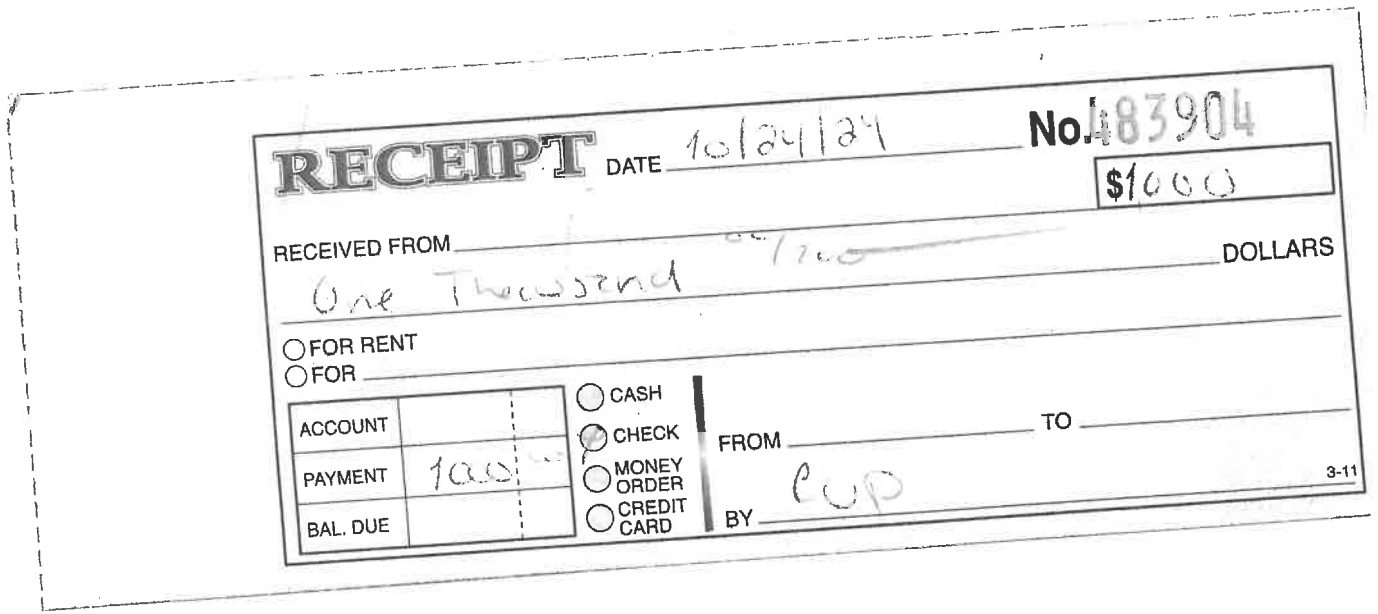
Elected Officials Name	Amount of Description of Gift
NA	0
NA	0

FLOWERY BRANCH

Received by City of Flowery Branch Staff on 10/24/24 DN

Name: Dani M. Nash

Title Admin. Coordinator



RECEIPT DATE 10/24/24 No. 483904

$1000

RECEIVED FROM 00/100 DOLLARS

One Thousand

○ FOR RENT
○ FOR

ACCOUNT	
PAYMENT	1000
BAL. DUE	

○ CASH
● CHECK
○ MONEY ORDER
○ CREDIT CARD

FROM _____ TO _____

BY CUP

3-11

Letter of intent

Remedy Distillery, LLC
R. Keith Speed
989 Old Thompson Mill Rd
Winder, GA 30680

Dear Mayor and City Council of Flowery Branch;

My name is Keith Speed. I own Remedy Distillery, currently located in Gainesville. It is my intent to move Remedy Distillery from Gainesville to the City of Flowery Branch. At the distillery, we bring in barrels of bourbon and some barrels of whiskey and totes of unaged whiskeys. All the alcohol is stored until we are ready to process or bottle our products. We are storing and ageing barrels of bourbon for the next few years, until ready to bottle. All the bourbon and whiskey barrels are 53-gallon white oak barrels. The totes are 270 gallons which contain unaged whiskey. Our distilling for our bourbon is being done offsite mostly at a non-disclosed location nearby in Georgia. We have other sources for our unaged whiskey that we bring in house.

When we process our bourbon, we dump a single barrel into stainless steel 400-ltr or 500-ltr tanks to proof down by mixing with Georgia's own spring mountain water. Once the desired proof is reached, currently 90 proof, the bourbon is ready to be bottled. Using a pneumatic pump, we pump the bourbon to a bottling tank, and by gravity we fill the 750ml bottles. After the bottles are labeled and sealed, they are packed into 6 bottles per case.

Our whiskey products are blended whiskeys also dumped into stainless steel tanks for mixing. They are currently mixed and proofed at 70 or 80 proof. Afterward, they are also bottled then packed into cases of 6 bottles each.

All of our cases contain six 750ml bottles. The cases are palletized at 20 cases per row and 6 rows max height. This makes our full pallets 120 cases per pallet max. Our distributor from Atlanta usually picks product up from Remedy on average of about once a month. Our focus is growing our distribution throughout the State of Georgia and getting our products into neighboring states.

Under state law and being a micro-distillery, Remedy is allowed to have a tasting room. With a tasting room, guests are allowed to sample our products and purchase bottles and cocktails made with our products only. It is my intent not to have a so-called bar, but a place where guests can some see who we (Remedy) are, what we do, and sample or try our products. Local business and traffic helps Remedy survive as we grow our distribution channels. I have been doing this for over 8.5 years and can confidently say we have a very good bourbon and the best tasting flavored bourbon and whiskey products in the market.

I believe our hours will be determined based on customer demand. We are considering Wednesdays and Thursdays hours open to the public- 4:00pm to 9:00 pm, and Fridays & Saturdays 12:00 pm to 10:00 pm. It is my intention that the distillery itself will be operating 6 days a week.... closed on Sundays. This is subject to change, as mentioned. If there is a public demand to open on Sundays, I would consider a time frame of 1:00 pm to 5:00 pm.

I appreciate your support and confidence that Remedy Distillery will be a great asset and bring business to the City of Flowery Branch. Likewise, the City of Flowery Branch will be a great asset to help Remedy Distillery thrive.

Thank you for this opportunity!
Sincerely,

R. Keith Speed - Founder

Public Hearing Published	11/06/2024	First Reading	12/05/2024
Public Hearing	12/05/2024	Proposed Second Reading	12/19/2024

ORDINANCE NO. 727

AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT (CUP) TO OPERATE A MICRO-DISTILLERY ON A PARCEL OF REAL PROPERTY OWNED BY JW BAILEY FAMILY PARTNERSHIP LLC, IDENTIFIED AS 5540 ATLANTA HIGHWAY, TAX PARCEL 08117 005002, TOTALING 2.69+/- ACRES AND AS SHOWN ON ATTACHED EXHIBIT "A", AND AS CONDITIONED ON ATTACHED EXHIBIT "B"; PROVIDING FOR SEVERABILITY, REPEALING CONFLICTING ORDINANCES, PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER LAWFUL PURPOSES.

WHEREAS, JW Bailey Family Partnership, LLC owns a parcel of land totaling 2.69+/- acres identified as Parcel Tax Identification No. 08117 005002, as shown on Exhibit "A"; and

WHEREAS, the subject property is zoned Highway Business and located in the Downtown Overlay District thus requiring a conditional use permit in order to be used as a micro-distillery; and

WHEREAS, JW Bailey Family Partnership, LLC, has submitted to the City Council of Flowery Branch, Georgia, a written and signed application requesting a conditional use permit (CUP) for the operation of a micro-distillery; and

WHEREAS, the City Council held a public hearing at the meeting of December 5, 2024 duly noticed as prescribed by law and published in the Gainesville Times, regarding said application, as shall be set forth in the minutes of said meeting.

NOW THEREFORE, THE COUNCIL OF THE CITY OF FLOWERY BRANCH HEREBY ORDAINS AS FOLLOWS:

SECTION 1. FINDINGS.

The City Council finds that the proposed conditional use permit request is consistent with the adopted standards for governing the exercise of the zoning power consistent with O.C.G.A. § 36-66-5 and requirements of the Zoning Ordinance as identified below.

1. The proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.

2. The proposal is not expected to adversely affect the existing use or usability of adjacent or nearby property.

3. The property could be used in accordance with the existing regulations and has a reasonable economic use as without the issuance of a conditional use permit however, an alternative use is appropriately considered.

4. The development if approved and constructed is not expected to result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.

5. The proposal is generally in conformity with the policy and intent of the comprehensive plan including the character area map and future land use plan map.

6. The proposal is considered appropriate in view of existing use(s) and zoning of the subject property and nearby properties.

7. No determination has been made by staff with regard to the value differential between a development with or without a conditional use permit.

8. A proposed development will not be a deterrent to the value or improvement of development of adjacent property in accordance with existing regulations.

9. There are no known adverse effects that would result from the issuance of a conditional use permit on the character of a zoning district.

10. Development as proposed is not expected to impact on the environment, including but not limited to, drainage, soil erosion and sedimentation, flooding, air quality and water quality. Compliance with city subdivision and land development regulations will be required, which include but are not limited to soil erosion and sedimentation, stormwater, and flood damage prevention.

SECTION 2. APPROVAL OF CUP AND LEGAL DESCRIPTIONS.

A conditional use permit to operate a micro-distillery is hereby granted for the subject parcel, as shown on Exhibit "A", subject to the conditions set forth in Exhibit "B". Said Exhibits are incorporated by reference as if fully set forth herein.

SECTION 3. AMENDMENT OF THE ZONING MAP.

This Ordinance is enacted as an amendment to the Zoning Map of Flowery Branch, Georgia. Accordingly, the Zoning Administrator is hereby authorized to update the Official Map consistent with Article 3 of the Zoning Ordinance.

SECTION 4. SEVERABILITY.

Should any section or provision of this Ordinance be declared invalid or unconstitutional by any court of competent jurisdiction, such declaration shall not affect the validity of this Ordinance as a whole or any part thereof which is not specifically declared to be invalid or unconstitutional.

SECTION 5. EFFECTIVE DATE.

The effective date of this Ordinance shall be December 19th, 2024.

SECTION 6. REPEALER.

All ordinances and parts of ordinances in conflict herewith are hereby repealed to the extent of the conflict.

Approved this 19th day of December, 2024.

_____
Edward R. Asbridge, Mayor

ATTEST:

_____
Shelia R. Cooper, City Clerk

APPROVED AS TO FORM

_____
Ted C. Baggett, City Attorney

Exhibit A

5814
5803
5818
5824
Church St
5809
5807
5819
5825
5831
5504
5515
5529
5506
5537
5540
Atlanta Hwy
FLOWERY BRANCH
5533
5545
5556

Exhibit B

Conditions of Conditional Use Permit

1. The Conditional Use Permit is issued to Remedy Distillery, LLC and should the occupant vacate the building, the Conditional Use Permit expires.
2. Adequate parking spaces shall be provided to support the current uses and the proposed micro-distillery. The applicant shall provide a breakdown of uses existing and proposed to calculate the minimal parking demands. If needed for confirmation, the applicant shall provide the Director of Planning and Community Development Director with a current survey of the property showing all stripped parking spaces.
3. Entrance to the distillery shall meet all accessibility requirements per ADA standards.
4. The approval of the Conditional Use Permit does not provide approval of variances to Federal, State, or Local codes and regulations.
5. The applicant must ensure that proper fire lanes, emergency access routes, and safety measures are in place in accordance with local fire codes and regulations.