CIVILITY PLEDGE
The way we govern ourselves is often as important as the positions we take. Our collective decisions will be better when differing views have had the opportunity to be fully vetted and considered. All people have the right to be treated with respect, courtesy and openness. We value all input. We commit to conduct ourselves at all times with civility and courtesy to each other.

ALAN HALLMAN
MAYOR

MIKE RAST
ALDERMAN AT LARGE

BRETT REICHERT
COUNCILMAN AT LARGE

MARK ADAMS
COUNCILMAN WARD I

CHLOE ALEXANDER
COUNCILMAN WARD II

MAYOR AND COUNCIL REGULAR SESSION

Join in person at 700 Doug Davis Drive, Hapeville, GA 30354 Or, visit the City's Website for live stream at https://hapevillega.portal.civicclerk.com/event/1074/overview

May 7, 2024 6:00 PM

AGENDA

1. **CALL TO ORDER:**
2. **ROLL CALL:**
   Alan Hallman
   Mike Rast
   Brett Reichert
   Mark Adams
   Chloe Alexander
3. **WELCOME:**
4. **PLEDGE OF ALLEGIANCE:**
5. **INVOCATION:**
6. **PRESENTATIONS:**

6.I. Proclamation Honoring Municipal Clerks Week

Supporting Document(s):
1. Proclamation Honoring for the 55th Annual Professional Municipal Clerks Week

6.II. Gallagher 2024 Insurance Renewal

Background:
The City annual insurance renewal is due. Staff has asked our broker, Gallagher to come before council and provide a presentation on our 2024 – 2025 Insurance Renewal, inclusive of factors driving rate increases, City insurance history and future expectations.

Supporting Document(s):
1. 2024 City of Hapeville Renewal Presentation

7. **PUBLIC HEARING:**
8. **QUESTIONS ON AGENDA ITEMS:**
   The public is encouraged to communicate their questions, concerns, and suggestions during Public Comments. The Council does listen to your concerns and will have Staff follow-up on any questions you raise. Any and all comments should be addressed to the Governing Body, not to the general public and delivered in a civil manner in keeping with common courtesy and decorum.
9. **CONSENT AGENDA:**

9.I. Consideration and Action to approve April 16th, Council Meeting minutes.

Supporting Document(s):
1. 04162024 Drafted Minutes

9.II. Consideration and Action to approve the April 16th, Executive Session minutes.

10. OLD BUSINESS:

11. NEW BUSINESS:

11.I. Consideration and Action to Approve Gallagher 2024 Insurance Renewal.

Background:
Consideration and action requested for City liability insurance for May 2024 through April 2025 of $599,727. The GIRMA program has again offered the most advantageous rate and is full spectrum coverage for the City. The insurance is $52,000 higher than the prior year based on significantly higher costs to insure vehicles than in prior years.

Supporting Document(s):
1. 2024 -2025 Proposal
2. 24-25 Hapeville GIRMA Member Comparison

11.II. Consideration and Action to Approve Maintaining a Disorderly House Ordinance.

Background:
Police and Code Enforcement incur instances where it is difficult to identify a specific offender in a nuisance residence. A Disorderly House ordinance would allow officers to charge residents who have exhibited a pattern of behavior to the detriment of the neighborhood in which they live. Loud parties, constant police calls to a residence, etc. can all be addressed by one charge addressing the nuisance created by such unlawful activities where the owner or renter would be responsible, not just the single offender(s). Currently, HPD uses a state charge, and the court of jurisdiction is Fulton County State Court. By approving this ordinance, the City would have more control over the case by having it heard in Hapeville's Municipal Court. Additionally, we would have access to the City Judge and Prosecutor should we have trouble spots and/or repeat offenders.

Supporting Document(s):
1. Ordinance - Maintaining a Disorderly House 04.23.24-LCR Draft

11.III. Discussion on amending the Ordinance that would allow outside alcohol vendors to service city-sponsored events.

Background:
With the upcoming summer events approaching, staff is encountering challenges securing alcohol services from local businesses for City events. As Hapeville continues to expand, businesses with alcohol licenses are increasingly in demand, limiting the ability of our local vendors to supply City events in addition to their current operations. Therefore, staff suggests expanding the Off-Premises/Special Event permit to allow outside alcohol vendors to provide services exclusively for sponsored city events. This adjustment aims to ensure uninterrupted alcohol services at City events, mitigating the risk of last-minute cancelations.

Supporting Document(s):
1. Ordinance - Amendment of Section 5-6-10 LCR

11.IV. Discussion on amending the Ordinance that changes the Alcohol Renewal Cycle date.

Background:
The City has an Alcohol license period of January 1 through December 31. The current annual renewal period is October 15th to December 15th. Businesses often submit documentation near the end of the period, leaving a short window of time to efficiently process the renewals with high levels of service. Staff proposes adjusting the renewal period to run from September 15th to November 15th. This adjustment would afford additional time to address any potential challenges and would align the renewal cycle with the Department of Revenue's annual renewal date cycle.

Supporting Document(s):
1. Ordinance - Amendment of Section 5.1.13

12. CITY MANAGER REPORTS:

13. PUBLIC COMMENTS:

Members of the public wishing to speak shall sign in with the City Clerk prior to the start of the meeting. Time limitations for Registered Comments are three (3) minutes per person. The total Registered

Comment session shall not last more than fifteen (15) minutes unless extended by Council. Each member of the public, who fails to sign up with the City Clerk prior to the start of the meeting, wishing to address Mayor and Council shall have a total of two (2) minutes. The entire general comment session for Unregistered Comments shall not last more than ten (10) minutes unless extended by Council.

14. MAYOR AND COUNCIL COMMENTS:

15. EXECUTIVE SESSION: *When Executive Session is Required one will be called for the following issues: 1) Litigation O.C.G.A. §50-14-2; 2) Real Estate O.C.G.A. §50-14-3(b)(1); or 3) Personnel O.C.G.A. §50-14-3(b)(2).*

16. ADJOURN:

Public involvement and citizen engagement is welcome as Hapeville operates a very open, accessible and transparent government. We do however remind our attendees/residents that there are times allocated for public comments on the agenda. In order for council to conduct their necessary business at each meeting, we respectfully ask that side-bar conversations and comments be reserved for the appropriate time during the meeting. This will allow the City Council to conduct the business at hand and afford our meeting attendees ample time for comments at the appropriate time during the meeting.

PROCLAMATION HONORING THE 55TH ANNUAL PROFESSIONAL MUNICIPAL CLERKS WEEK

May 5 - 11, 2024

WHEREAS: The Office of the Professional Municipal Clerk, a time honored and vital part of local government exists throughout the world; and

WHEREAS: The Office of the Professional Municipal Clerk is the oldest among public servants; and

WHEREAS: The Office of the Professional Municipal Clerk provides the professional link between the citizens, the local governing bodies, and agencies of government at other levels; and

WHEREAS: Professional Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all; and

WHEREAS: The Professional Municipal Clerk serves as the information center on functions of local government and community; and

WHEREAS: Professional Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Professional Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county, and international professional organizations; and

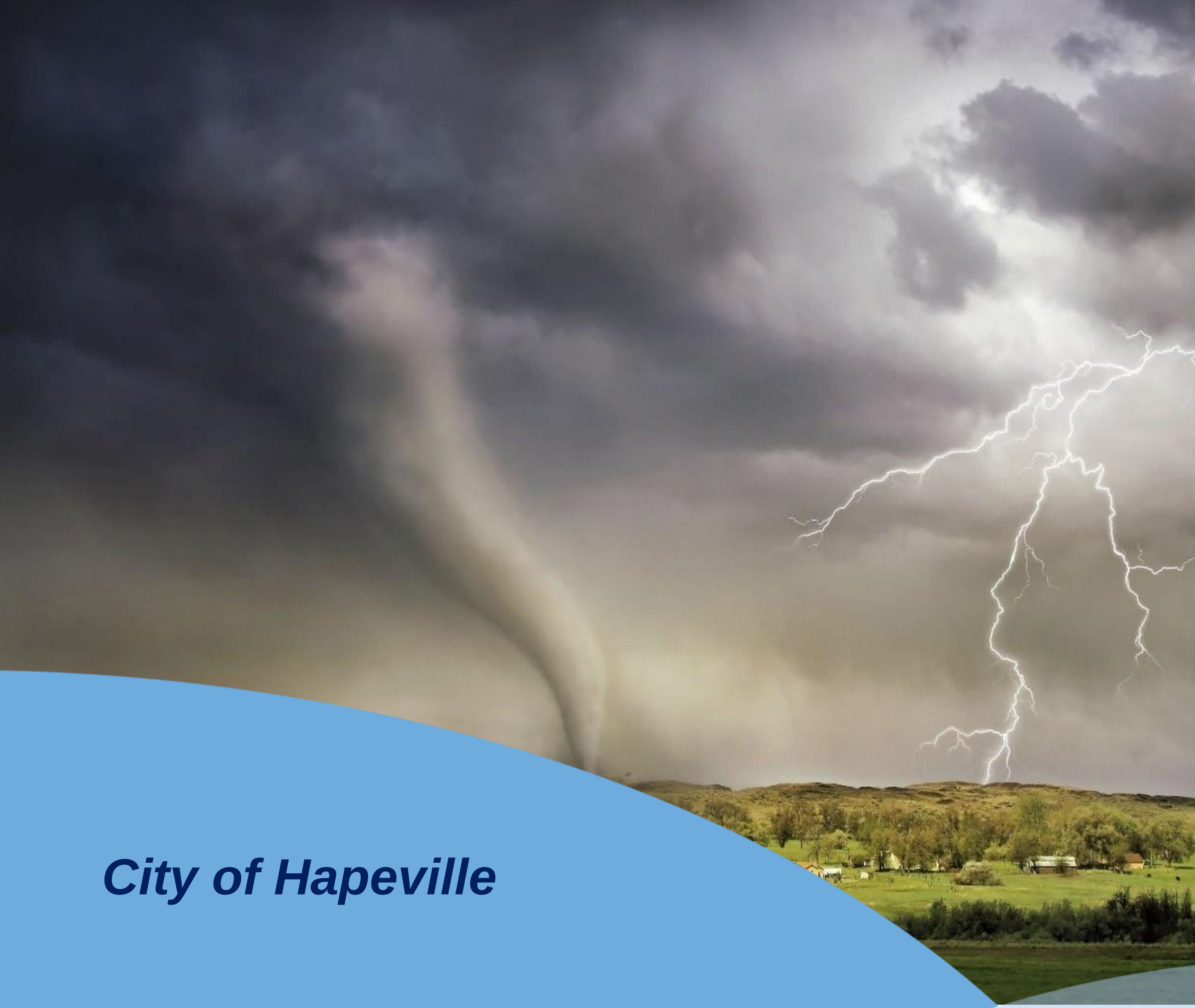
WHEREAS: It is most appropriate that we recognize the accomplishments of the Office of the Professional Municipal Clerk; and

THEREFORE, BE IT RESOLVED, recognize the week of May 5 through 11, 2024, as Professional Municipal Clerks Week, and further extend appreciation to our Professional Municipal Clerk, Sharee Steed and to all Professional Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

By: ________________________
Alan Hallman, Mayor

Attest: ________________________
Sharee N. Steed, City Clerk

Hapeville
georgia



City of Hapeville

Insurance Renewal Presentation

May 1, 2024

Gallagher Atlanta Public Sector Team

Gallagher CORE360

Gallagher

Insurance | Risk Management | Consulting

ajg.com

Table of Contents

About Gallagher

Gallagher companies plan and administer a full array of insurance, risk management, self-insurance, claims management, and employee benefit products and services. Areas of industry specialization include higher education, healthcare and senior living, life sciences, construction, media and entertainment, public entity, and real estate.

1927	43,000+	1,200+	130+	$8.4B	28+
FOUNDING YEAR	EMPLOYEES WORLDWIDE	OFFICES IN 68 COUNTRIES	COUNTRIES SERVED	REVENUE (2022)	INDUSTRY PRACTICES

To support these market segments, we have developed coverage specialties that include Surety, Property, General Liability, Employee Benefits, Executive Lines, Workers' Compensation, Cyber Liability, Fine Arts, Aviation, Foreign Liability, Marine, and Owner- and Contractor-Controlled Insurance Programs, among others.

Gallagher is comprised of several divisions; all working in tangent to provide you with the best services possible depending on your unique needs. Our primary US divisions are:

RETAIL

Gallagher

Insurance | Risk Management | Consulting

REINSURANCE

Gallagher Re

CLAIMS

GALLAGHER BASSETT

WHOLESALE

RPS RISK PLACEMENT SERVICES

ALTERNATIVE RISK

Artex

Our Platform

Thank you for the opportunity to present this Strategic Review. The purpose of the report and this meeting is to set the stage for your upcoming property & casualty insurance renewals. The intent of our **CORE**360® approach is to help you optimize your total cost of risk, thereby improving your profitability, and this discussion is critical to this evaluation.

The report summarizes the key accomplishments from your last renewal (current program) and it examines the current marketplace, our past results and any changes to your organization or risk appetite. It also challenges our past work and suggests future improvements.

We highlight each **CORE**360 cost driver, beginning with Insurance Premiums and ending with Contractual Liability. This will not only organize the document, but also ensure we are deliberate in driving value to each of your six cost drivers which represent your total cost of risk.

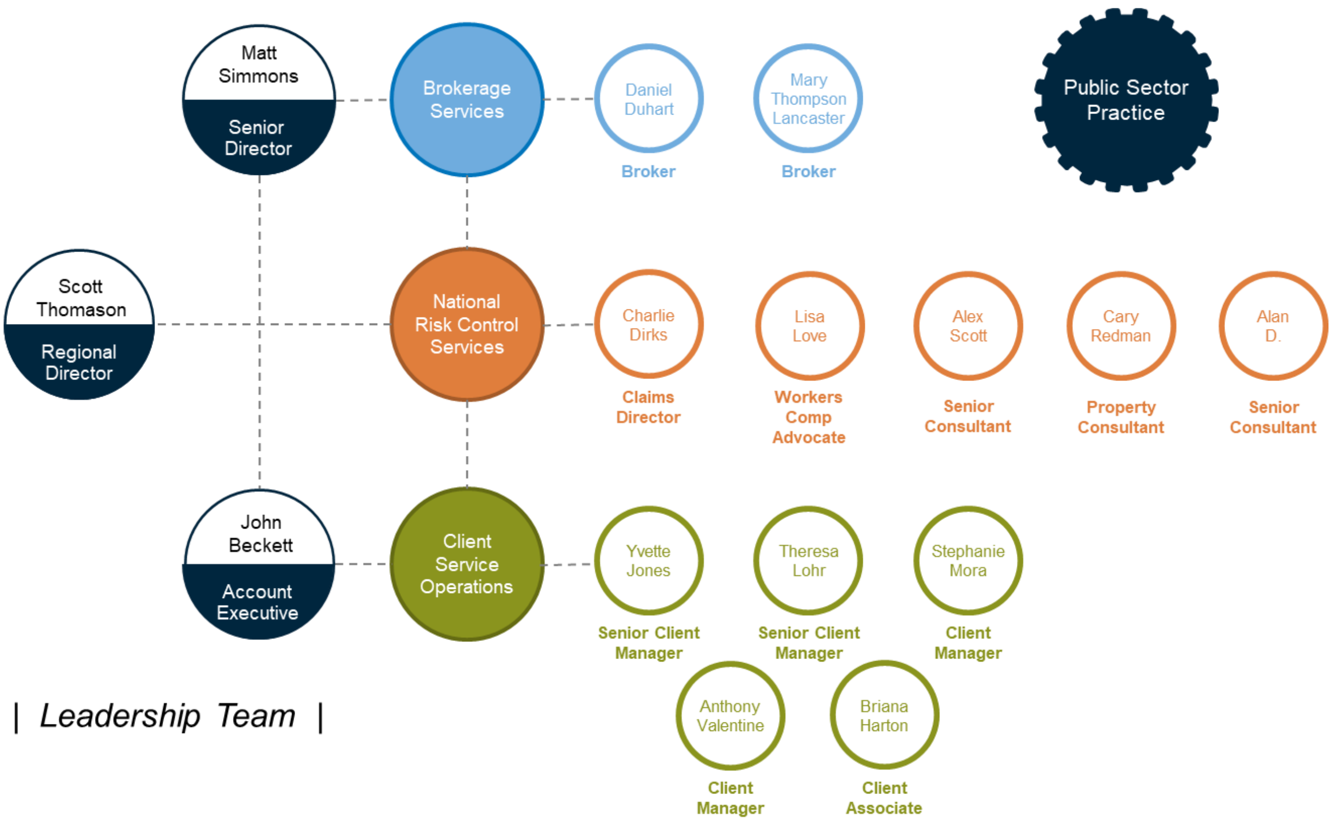
This is an interactive process and we look forward to your strategic input to ensure a successful renewal. The results of this strategy will then be summarized in the Executive Summary, which will accompany your renewal proposal. We know that you have a choice and we appreciate your business.

Based on our past risk strategies (Stewardship Scorecard) and results, the current State of the Market and any changes of risk or risk appetite, the overriding goal of this meeting is to answer the following questions:

- What is our go-to-market strategy by line of coverage?
- Do we approach additional markets, and if so, which ones?
- What are our renewal expectations or goals by cost driver?
- What additional tools or resources do we need to implement?

Gallagher Atlanta Team

As our success and growth of managing risks for public entities continues, Gallagher continues to invest in client services by expanding our service team. The Atlanta based team manages 50+ accounts and over $50m in insurance premiums.



Primary Servicing Office

Arthur J. Gallagher & Co.

1050 Crown Pointe Parkway, Suite 600

Atlanta, GA 30338

Phone:678.393.5200

Insurance Market Report – March 2024

Foreword

While challenges within the commercial property market continue, many clients will be relieved to find a more stable property marketplace at this year's renewal, but are likely to see continued rate increases.

We are not out of the woods yet and many of the challenges clients have faced in their renewals are likely to continue for the near future. Our brokers will continue to emphasize the importance of providing detailed risk submissions well ahead of renewal discussions.

The casualty market is currently stable. However, there are concerning claims trends with social inflation and nuclear verdicts that all are monitoring.

Within commercial auto, the rising cost of repairs and liability payouts is raising questions about the adequacy of carriers' prior year reserves, an issue that could play out in pricing and coverage trends moving forward.

Cyber claims activity is picking up again, with malicious actors leveraging AI to carry out increasingly targeted and sophisticated attacks. Volatility of pricing is likely to remain a feature as the market continues to mature.

Defying prevailing market trends, we see fewer constraints within the public D&O market as capacity and competition remain plentiful. However, the easing of rates may ultimately prove unsustainable.

At a glance

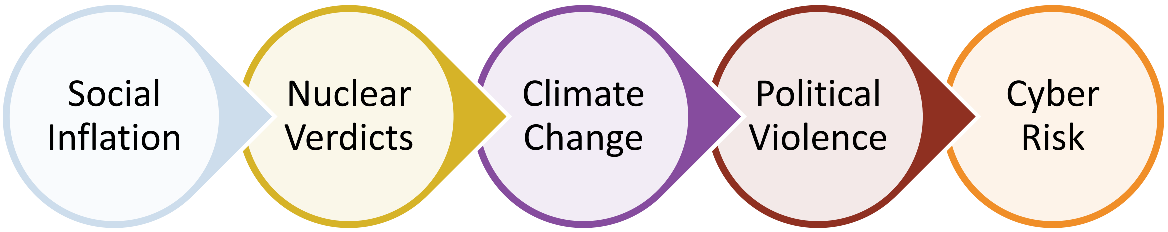
Property: Property buyers are seeing continued increases, even after the severe constraints of the past two years. That said, creative solutions must be considered as not all renewals will be straightforward, and double-digit rate increases are set to continue.

Casualty:
A sensible market is emerging, with median rate increases largely stabilizing. Insurers are closely monitoring the impact of social inflation, nuclear verdicts, and rising medical costs. Against a backdrop of rising loss costs, commercial auto carriers are facing up to potential adverse prior-year reserve development.

Cyber:
The cyber insurance market continues to mature as claims activity has increased in frequency and severity. Hackers are leveraging AI as they wage more sophisticated and targeted attacks.

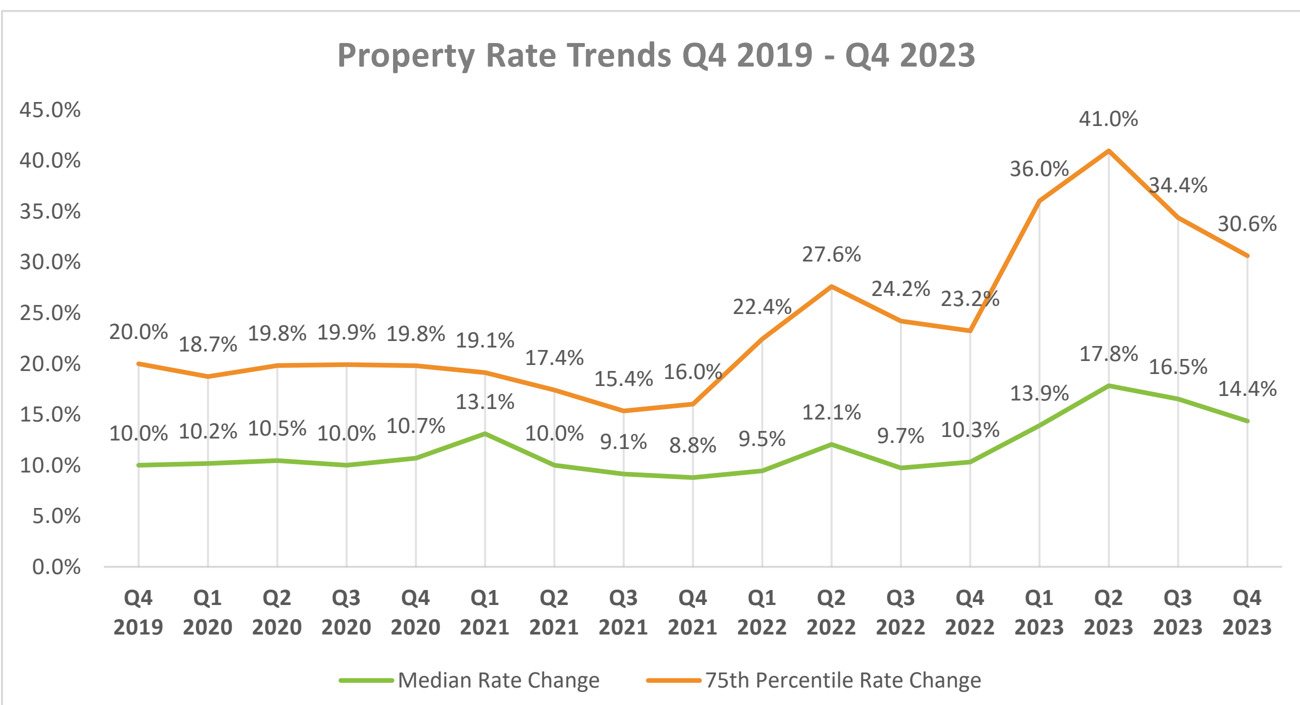
D&O:
Plentiful capacity continues to affect supply-demand dynamics within public D&O; but the market appears to have found a landing point for now. Settlement verdicts continue to grow in size, with directors facing a number of emerging exposures.

What is Impacting Market Conditions?



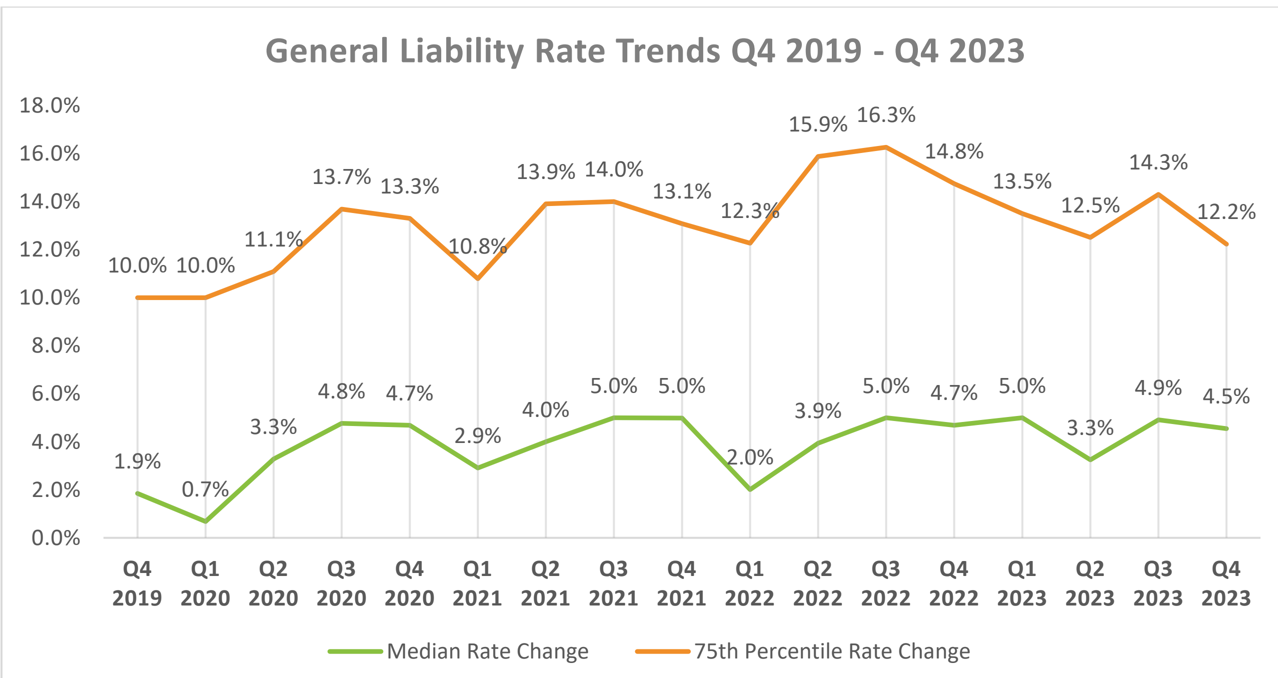
Key Trends
Property: Slight easing of capacity constraints, but no time for complacency

- Property premium rates hardened by an average of 14.4% in the fourth quarter, showing a slight moderation after rates hardened by a median of 16.5% in Q3 and 17.8% in Q2 2023.
- Year-on-year, Q4 rate increases remain higher than the same period of the previous year (10.3%).
- Close to 80% of clients experienced an increase on their renewal price in the fourth quarter of 2023.
- While the market is plateauing at mid-teen rate increases, it is important to continue to explore all the options. There will be tough renewals ahead, and clients should prepare for potential double-digit increases in premium rates.

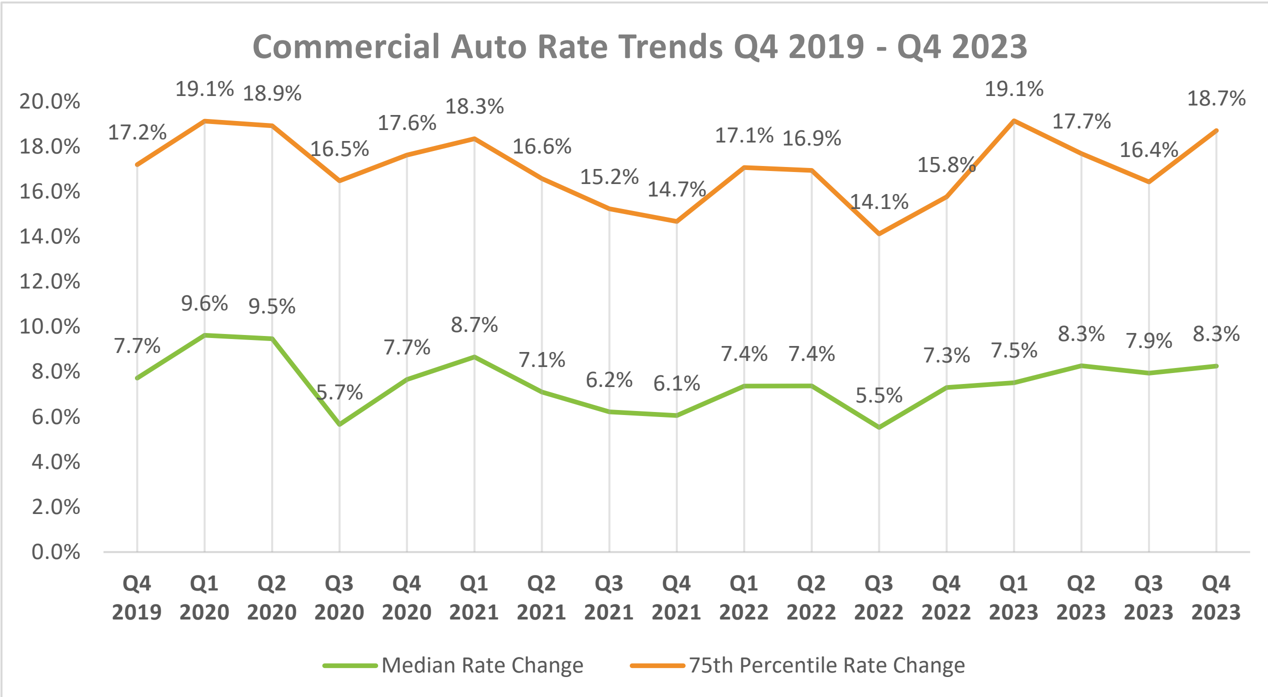


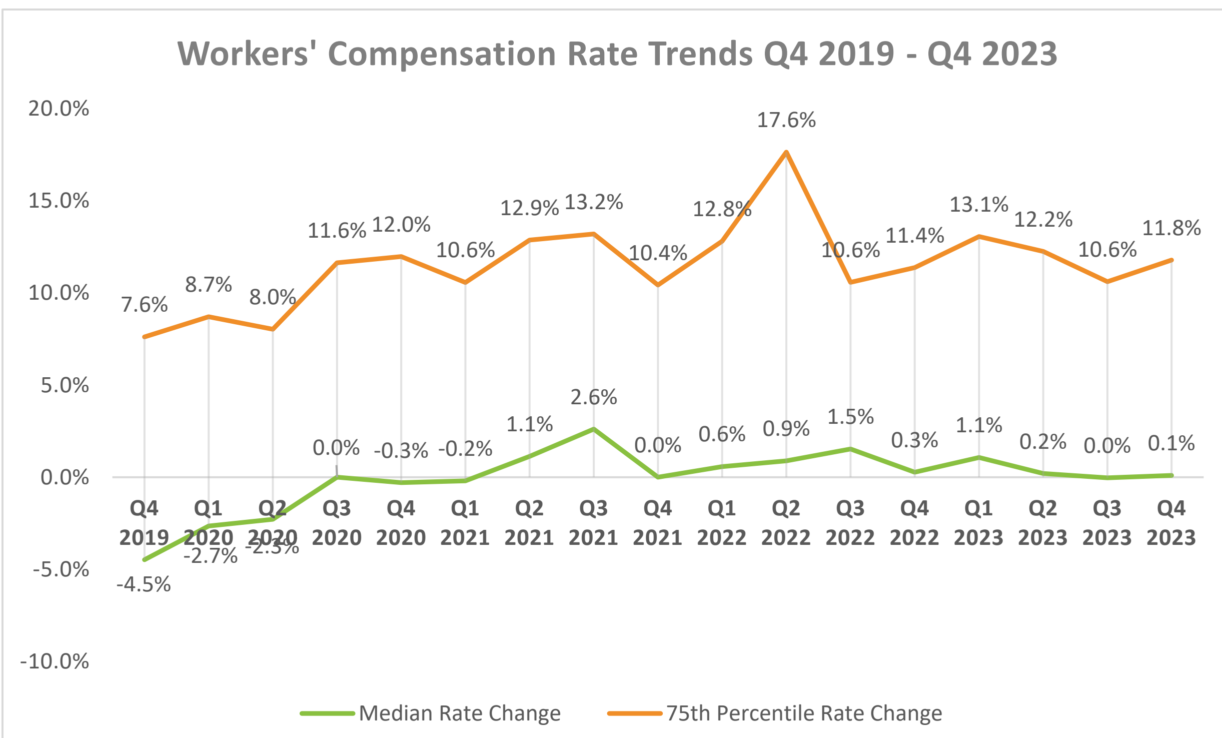
Casualty: Single-digit rate increases for now, exposures still up

- We continue to see single-digit increases within most casualty classes, with general liability rates up by a median average of 4.5% and by 8.1% for umbrella business and 8.3% for commercial auto in Q4 2023.
- Social inflation and nuclear verdicts should drive further rate increases going forward. However, there continues to be a greater choice of markets at renewal.
- Carriers are closely monitoring legal settlements relating to emerging risks, including those involving PFAS "forever chemicals" and biometric (BIPA) privacy breaches.
- Inflation continues to drive up the cost of auto repair and liability claims, and rating agencies are voicing concern over the potential for adverse reserve development[i].



Insurance Market Report – March 2024

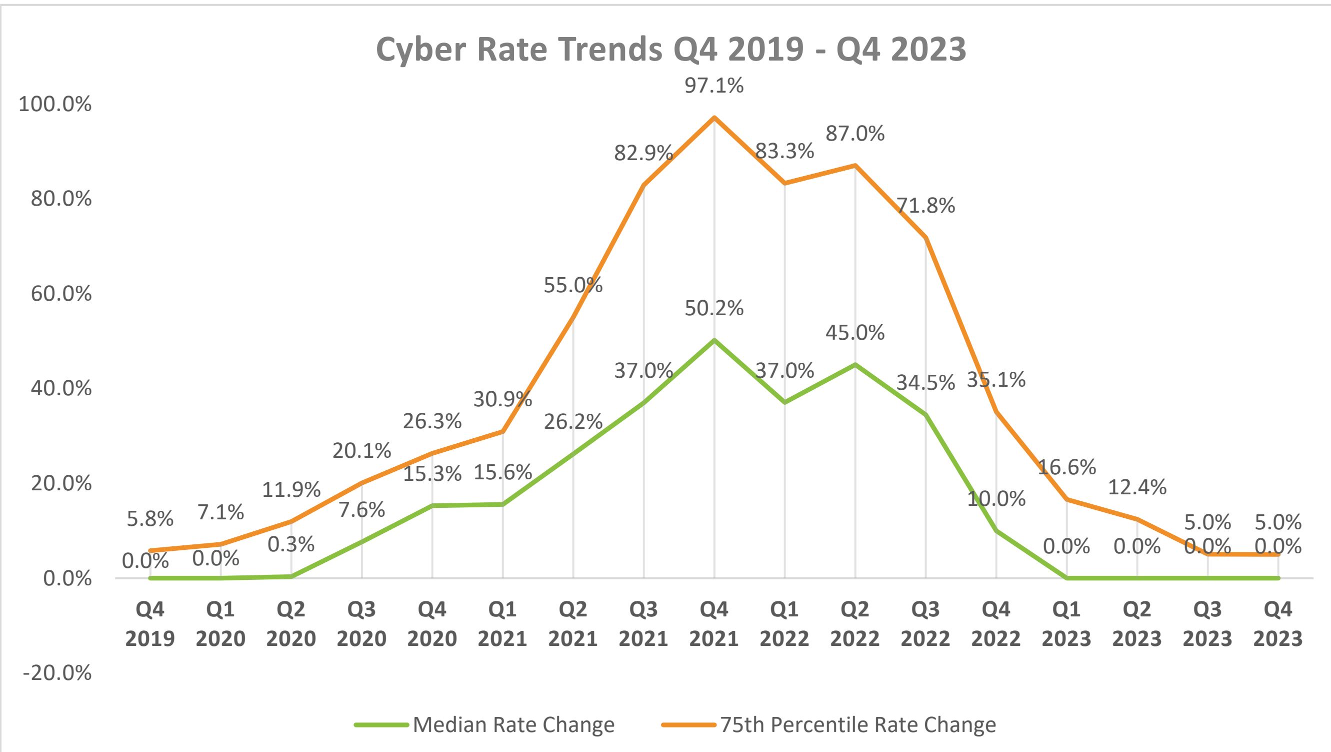


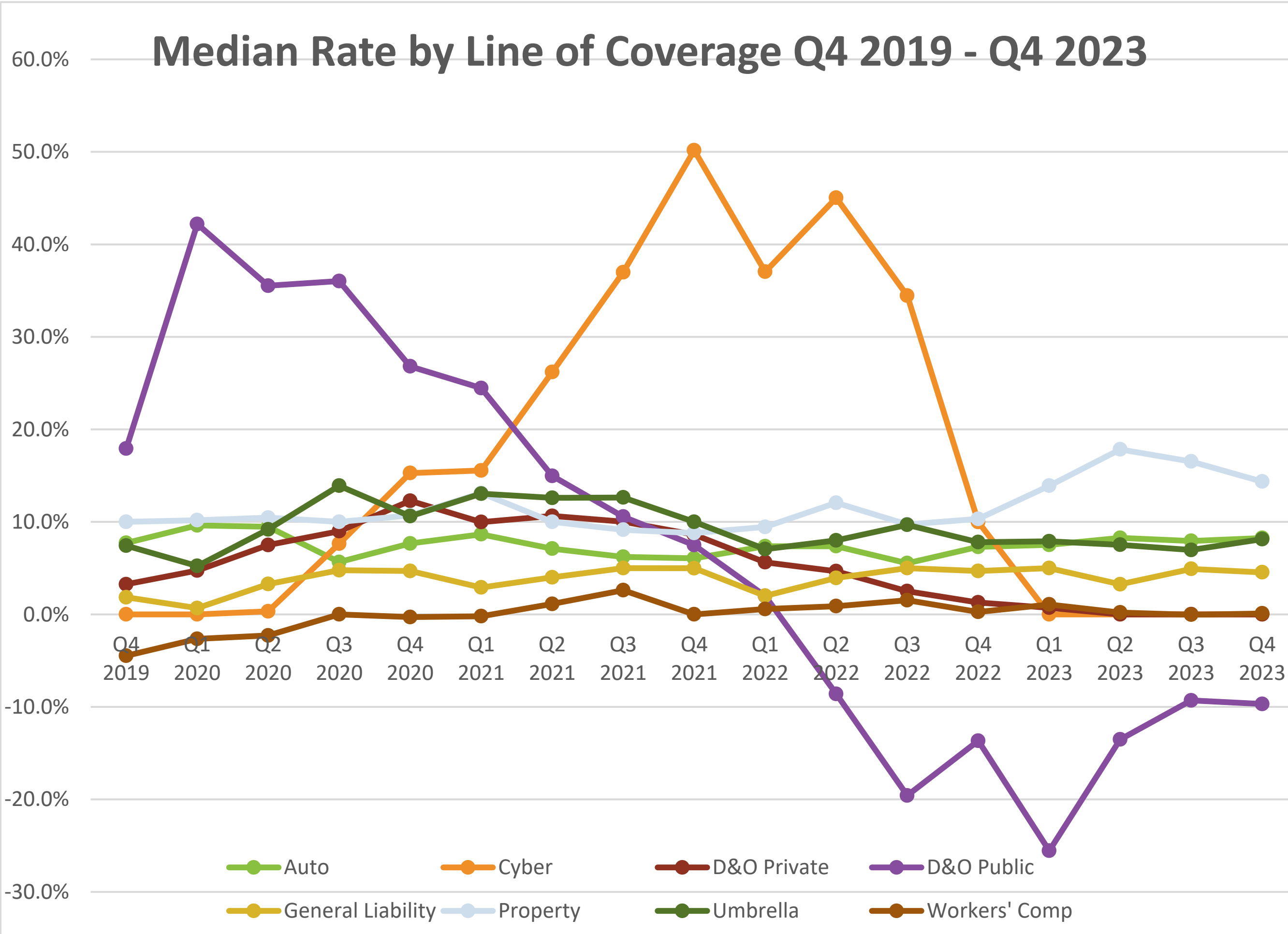


Insurance Market Report – March 2024

Cyber: Still a volatile class

- Median cyber insurance rates remained largely flat through 2023 after declines during 2022, reflecting an uptick in claims and underwriters' evolving risk appetite.
- As a somewhat unpredictable class of business, the pricing cycle within cyber is more volatile than what we see in some more established classes of business.
- Cyber intrusions continue to grow in sophistication, with hackers targeting digital supply chains and increasingly leveraging AI to carry out social engineering, ransomware and phishing attacks.
- Insurance buyers with a sophisticated approach to cybersecurity will benefit from greater resilience, as well as access to more capacity and better terms and conditions.





Median Rate by Line of Coverage Q4 2019 - Q4 2023
60.0%
50.0%
40.0%
30.0%
20.0%
10.0%
0.0%
-10.0%
-20.0%
-30.0%
Q4 2019
Q1 2020
Q2 2020
Q3 2020
Q4 2020
Q1 2021
Q2 2021
Q3 2021
Q4 2021
Q1 2022
Q2 2022
Q3 2022
Q4 2022
Q1 2023
Q2 2023
Q3 2023
Q4 2023
Auto
Cyber
D&O Private
D&O Public
General Liability
Property
Umbrella
Workers' Comp

2024 Forecast

Based on forecasted market conditions, your recent loss experience, and the estimated exposure changes we are forecasting the following insurance costs:

City of Hapeville

Property & Casualty Insurance Costs

Gallagher Forecasted Exposure Changes	**3%** *Budget*	**5%** *Payroll*	**6%** *Assets*

Line of Business	Expiring Premium+	Exposure Change	Market Changes	Account Modifier	Forecasted Premium+	Premium Change	Overall Change
Property	$46,993	6.0%	15.0%	0.0%	$57,284	$10,291	21.9%
Equipment Breakdown	$3,357	6.0%	15.0%	0.0%	$4,092	$735	21.9%
Inland Marine	$0	6.0%	0.0%	0.0%	$0	$0	
Terrorism (Stand Alone)	$29,874	6.0%	10.0%	0.0%	$34,833	$4,959	16.6%
Automobile Liability	$82,511	6.0%	15.0%	0.0%	$100,581	$18,070	21.9%
Auto Physical Damage	$43,062	6.0%	15.0%	0.0%	$52,493	$9,431	21.9%
General Liability	$44,336	3.0%	5.0%	0.0%	$47,949	$3,613	8.2%
Law Enforcement Liability	$64,695	3.0%	10.0%	0.0%	$73,299	$8,604	13.3%
Employment Practices	$0	3.0%	5.0%	0.0%	$0	$0	
Public Officials / E&O	$71,802	3.0%	5.0%	0.0%	$77,654	$5,852	8.2%
Umbrella Liability	$0	3.0%	5.0%	0.0%	$0	$0	
Excess - First Layer	$0	3.0%	0.0%	0.0%	$0	$0	
Excess - Second Layer	$0	3.0%	0.0%	0.0%	$0	$0	
Excess - Third Layer	$0	3.0%	0.0%	0.0%	$0	$0	
Primary Workers Comp	$0	5.0%	0.0%	0.0%	$0	$0	
Buffer Layer Workers Comp	$35,078	5.0%	5.0%	0.0%	$38,673	$3,595	10.3%
Excess Workers Comp	$108,438	5.0%	5.0%	0.0%	$119,553	$11,115	10.3%
Broker Fee	$22,000			10.0%	$24,200	$2,200	10.0%
Risk Management Fees	$0			0.0%	$0	$0	
Cyber - Primary	$10,998	3.0%	25.0%	25.0%	$17,700	$6,702	60.9%
Cyber - Excess	$0	3.0%	0.0%	0.0%	$0	$0	
Crime - Primary	$3,762	3.0%	10.0%	0.0%	$4,262	$500	13.3%
Crime - Excess	$2,646	3.0%	5.0%	0.0%	$2,862	$216	8.2%
Fiduciary Liability - Primary	$0	3.0%	0.0%	0.0%	$0	$0	
Fiduciary Liability - Excess	$0	3.0%	0.0%	0.0%	$0	$0	
Bonds	$0	3.0%	0.0%	0.0%	$0	$0	
Off-Duty Liability	$0	3.0%	0.0%	0.0%	$0	$0	
Municipal Workforce AD&D	$4,176	3.0%	0.0%	0.0%	$4,301	$125	3.0%
Pollution Liability	$0	3.0%	0.0%	0.0%	$0	$0	
GIRMA Surplus Credit	($23,649)	3.0%	-5.0%	0.0%	($23,141)	$508	
Total Premium+	**$550,079**	**4.5%**			**$636,597**	**$86,518**	**15.7%**
						Market Forecasted Rate Change ---->	**10.7%**

Insurance Premiums

RENEWAL RESULTS

	2023-2024			2024-2025			Cost Comparison		
Program Details	Proposed Program	Rating Basis	Proposed Premium	Proposed Program	Rating Basis	Proposed Premium	Exposure Change	Premium Change	Net Rate Change
General Liability			**$44,336**			**$40,980**	3.0%	-7.6%	-10.6%
Each Occurrence	$2,000,000	$7,683,688		$2,000,000	$7,914,199				
General Aggregate	Unlimited	*Payroll*		Unlimited	*Payroll*				
Deductible	$25,000			$25,000					
Public Officials Liability			**$71,802**			**$42,088**	3.0%	-41.4%	-44.4%
Each Occurrence	$2,000,000	$7,683,688		$2,000,000	$7,914,199				
Aggregate	$10,000,000	*Payroll*		$10,000,000	*Payroll*				
Deductible	$25,000			$25,000					
Law Enforcement Liab.			**$64,695**			**$62,689**	9.1%	-3%	-12.2%
Each Occurrence	$2,000,000	33		$2,000,000	36				
Aggregate	Unlimited	*Officers*		Unlimited	*Officers*				
Deductible	$25,000			$25,000					
Automobile Liability			**$82,511**			**$148,893**	7.9%	80.5%	72.5%
Combined Single Limit	$1,000,000	139		$1,000,000	150				
Uninsured Motorist Liab.	$75,000	*Vehicles*		$75,000	*Vehicles*				
Deductibles									
Auto Liability	$25,000			$25,000					
Uninsured Motorist Liab.	$1,000			$1,000					
Auto Physical Damage			**$43,062**			**$46,807**	7.9%	8.7%	0.8%
Valuation	ACV	139		ACV	150				
Vehicles Covered	Scheduled	*Vehicles*		Scheduled	*Vehicles*				
Deductible	$2,500			$2,500					
Crime			**$3,762**			**$3,525**	-0.7%	-6.3%	-5.6%
Employee Dishonesty	$500,000	142		$500,000	141				
Money & Securities	$500,000	*Employees*		$500,000	*Employees*				
Deductible	$2,500			$2,500					
	\78			\78					
Property & Equipment			**$46,993**			**$58,651**	12.0%	24.8%	12.8%
Total Insured Values	$23,952,631	$23,952,631		$23,952,631	$26,835,375				
Flood Limit	$10,000,000	*Property Values*		$10,000,000	*Property Values*				
Earthquake Limit	$10,000,000			$10,000,000					
Deductibles									
Building and Contents	$2,500	$23,952,631		$2,500	$26,835,375				
Mobile Equipment	$2,500	$1,348,263		$2,500	$1,348,263				
Equipment Breakdown			**$3,357**			**$3,082**	12.8%	-8.2%	-20.9%
Per Occurrence	$100,000,000	$22,604,368		$100,000,000	$25,487,112				
Deductible	$2,500			$2,500					
Excess Liability			**Incl**			**Incl**			
Per Occurrence	Included	*Blended Rate*		Included	*Blended Rate*				
GIRMA Contributions			**$360,518**			**$406,715**	**6.7%**	**12.8%**	**6.1%**
Dividends/Credits			($23,649)			($27,997)			
GIRMA Net Contributions			**$336,869**			**$378,718**	**6.7%**	**12.4%**	**5.8%**
Broker Fee			$22,000			$22,000			0.0%
Grand Total Cost			**$358,869**			**$400,718**	**6.7%**	**11.7%**	**5.0%**

Program Details	2023-2024 Proposed Program	2023-2024 Rating Basis	2023-2024 Proposed Premium	2024-2025 Proposed Program	2024-2025 Rating Basis	2024-2025 Proposed Premium	Cost Comparison Exposure Change	Cost Comparison Premium Change	Cost Comparison Net Rate Change
Excess Workers Compensation			**$108,438**			**$112,999**	3.0%	4.2%	1.2%
WC Limit	Statutory	$7,683,688		Statutory	$7,914,199				
Employer's Liability	$1,000,000	*Payroll*		$1,000,000	*Payroll*				
Self-Insured Retention	**$650,000**			**$650,000**					
Terrorism	Included			Included					
Aggregate Limit	$1,000,000			$1,000,000					
Aggregate Retention	$1,264,779			$1,264,779					
Aggregate Loss Limit Cap	$500,000			$500,000					
Minimum Premium	90%			90%					
Excess Work Comp Buffer			**$33,729**			**$36,088**	3.0%	7.0%	4.0%
Each Occurrence	$250,000	$7,683,688		$250,000	$7,914,199				
Aggregate Limit	n/a	*Payroll*		n/a	*Payroll*				
Retention	$400,000			$400,000					
Cyber Liability			**$10,425**			**$9,781**	83.3%	-6.2%	-89.4%
Each Occurrence	$1,000,000	$19,643,020		$1,000,000	$35,998,000				
Aggregate Limit	$1,000,000	*Budget*		$1,000,000	*Budget*				
Deductible	$5,000			$5,000					
Excess Crime			**$2,646**			**$2,671**	-0.7%	0.9%	1.6%
Employee Theft	$1,500,000	*142*		$1,500,000	*141*				
Computer Fraud	$1,500,000	*Employees*		$1,500,000	*Employees*				
Deductible (U/L GIRMA)	$500,000			$500,000					
Municipal Workforce AD&D			**$4,176**			**$4,204**	-0.7%	0.7%	1.4%
Limit	$50,000	*142*		$50,000	*141*				
Deductible	$0	*Employees*		$0	*Employees*				
Terrorism & Sabotage Package			**$28,725**			**$33,266**	8.8%	15.8%	7.0%
Terrorism Limit	$23,998,368	*$23,998,368*		$23,998,368	*$26,100,772*				
Deductible	$10,000	*TIV*		$10,000	*TIV*				
Contingent Business Interruption	$5,000,000			$5,000,000					
Deductible	$10,000			$10,000					
Nuclear, Biological, Radiation	$1,000,000			$1,000,000					
Deductible	$25,000			$25,000					
Active Shooter Coverage	$1,000,000			$1,000,000					
Deductible	$10,000	*Employees*		$10,000	*Employees*				
Ancillary Lines Total			**$188,139**			**$199,009**	16.1%	5.8%	-10.3%

Total Insurance Costs			**$547,008**			**$599,727**	11.4%	9.6%	-1.7%

DISLCAIMER: Premium includes any surplus lines taxes and fees if applicable. Broker Compensation is included unless specified as a broker fee. Risk management fees are for additional risk consulting services unrelated to the coverage placement. This summary is an outline of certain terms and conditions of the insurance proposed and does not include all of the terms, coverages, exclusions, and conditions of the actual policy language. We make no warranties with respect to policy limits, deductibles, or coverage considerations of the carrier.

Insurance Premiums

5 YEAR HISTORICAL PREMIUMS

5/1/2020 - 5/1/2025			
Property & Casualty Program			
Policy Year	**Line of Business**	**Carrier**	**Premium**
2020	Package	GIRMA+	$378,734
2021	Package	GIRMA+	$428,069
2022	Package	GIRMA+	$515,474
2023	Package	GIRMA+	$547,008
2024	Package	GIRMA+	$599,727
5 Year Total			**$2,469,012**
Annual Average			**$493,802**

GIRMA+includes: GIRMA Package Program and Ancillary Lines

Loss Prevention and Claims

LOSS PREVENTION & CLAIMS

MINIMIZING LOSSES

Risk Control Service Offerings

NATIONAL RISK CONTROL TEAM	
SITE RISK ASSESSMENT	Site risk assessment consists of reviewing operations, identifying potential risk/hazards, and recommending corrective actions. Some of the services Gallagher can provide include: • Assist in developing a gap analysis that allows your risk management department to compare existing programs to your internal standards/best practices • Providing technical support for the risk management team in areas of safety/risk concerns.
RISK & SAFETY EDUCATIONAL TRAINING	Develop/conduct safety educational training for managers, supervisors and employees. Some of the services Gallagher can provide include: • Working with your risk management team to determine where specific training may be required. • Assist in developing a safety training matrix or reviewing existing training matrix • Conducting risk/safety training through a virtual platform. • Providing access to Gallagher's proprietary **Gallagher STEP** Online Safety Training
PROGRAM CONSULTATION	Program evaluation, assessment, and recommendations to various operational risk. Some of the services Gallagher can provide include: • Assisting your safety team in enhancing the mission and scope of activities. • Reviewing existing safety and health procedures and provide recommendations to enhance these procedures. • Reviewing your fleet safety program and comparing the program to best standards of practice.
SPECIAL PROJECTS	Client requested services for emerging risk or concerns. Examples include: • Collaborate with insurance carrier risk control consultants • Participate with your risk management team on serious accident events.

Thank You for Your Business

We have enjoyed our partnership and appreciate the continued time, support and confidence you have placed in us as your risk management team. This past year has been successful as evidenced by your scorecard. Your total cost of risk is being impacted favorably and our strategy for this upcoming renewal continues to focus on ways to improve this positive impact on your profitability. Thank you.

Legal Disclaimer

Gallagher provides insurance, risk management and consultation services for our clients in response to both known and unknown risk exposures. When providing analysis and recommendations regarding potential insurance coverage, potential claims and/or operational strategy in response to national emergencies (including health crises), we do so from an insurance/risk management perspective, and offer broad information about risk mitigation, loss control strategy and potential claim exposures. We have prepared this commentary and other news alerts for general informational purposes only and the material is not intended to be, nor should it be interpreted as, legal or client-specific risk management advice. General insurance descriptions contained herein do not include complete insurance policy definitions, terms and/or conditions, and should not be relied on for coverage interpretation. The information may not include current governmental or insurance developments, is provided without knowledge of the individual recipient's industry or specific business or coverage circumstances, and in no way reflects or promises to provide insurance coverage outcomes that only insurance carriers control. Gallagher publications may contain links to non-Gallagher websites that are created and controlled by other organizations. We claim no responsibility for the content of any linked website, or any link contained therein. The inclusion of any link does not imply endorsement by Gallagher, as we have no responsibility for information referenced in material owned and controlled by other parties. Gallagher strongly encourages you to review any separate terms of use and privacy policies governing use of these third party websites and resources. Insurance brokerage and related services to be provided by Arthur J. Gallagher Risk Management Services, LLC (License Nos. 0D69293 and/or 0726293). For Institutional Use Only. Not for Public Distribution. Consulting and insurance brokerage services to be provided by Gallagher Benefit Services, Inc. and/or its affiliate Gallagher Benefit Services (Canada) Group Inc. Gallagher Benefit Services, Inc., a non-investment firm and subsidiary of Arthur J. Gallagher & Co., is a licensed insurance agency that does business in California as "Gallagher Benefit Services of California Insurance Services" and in Massachusetts as "Gallagher Benefit Insurance Services." Investment advisory services and corresponding named fiduciary services may be offered through Gallagher Fiduciary Advisors, LLC (GFA), an SEC Registered Investment Adviser. GFA may pay referral fees or other remuneration to employees of AJG or its affiliates or to independent contractors; such payments do not change our fee. GFA is a limited liability company with Gallagher Benefit Services, Inc. as its single member. Securities may be offered through Triad Advisors, LLC (Triad), member FINRA/ SIPC. Certain appropriately licensed individuals of Arthur J. Gallagher & Co. subsidiaries or affiliates, excluding Gallagher Fiduciary Advisors, LLC, offer securities through Triad. Triad is separately owned and other entities and/or marketing names, products or services referenced here are independent of Triad. Neither Triad, Arthur J. Gallagher & Co., GFA, their affiliates nor representatives provide accounting, legal or tax advice. World's Most Ethical Companies" and "Ethisphere" names and marks are registered trademarks of Ethisphere LLC. Arthur J. Gallagher & Co. has been recognized as one of the World's Most Ethical Companies® in 2010, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022 and 2023.

Hapeville georgia

CIVILITY PLEDGE
The way we govern ourselves is often as important as the positions we take. Our collective decisions will be better when differing views have had the opportunity to be fully vetted and considered. All people have the right to be treated with respect, courtesy and openness. We value all input. We commit to conduct ourselves at all times with civility and courtesy to each other.

ALAN HALLMAN
MAYOR

MIKE RAST
ALDERMAN AT LARGE

BRETT REICHERT
COUNCILMAN AT LARGE

MARK ADAMS
COUNCILMAN WARD I

CHLOE ALEXANDER
COUNCILMAN WARD II

MAYOR AND COUNCIL WORK SESSION

Join in person at 700 Doug Davis Drive, Hapeville, GA 30354 Or, visit the City's Website for live stream at https://hapevillega.portal.civicclerk.com/event/1141/overview

April 16, 2024 6:00 PM

MINUTES

1. **CALL TO ORDER:** by Mayor Hallman at 6:00 PM

2. **ROLL CALL:** All Members of Council were present, which constituted a quorum.
   - ☑ Alan Hallman
   - ☑ Mike Rast
   - ☑ Brett Reichert
   - ☑ Mark Adams
   - ☑ Chloe Alexander

3. **WELCOME:** Mayor Hallman welcomed all to the April 16th Meeting.

AMEND AGENDA:

MOTION: Councilman Adams motioned to amend the agenda and remove agenda *item 4. I. Plaques Of Appreciation To The City, Crown Security, Councilman Mark Adams, And Melvin Traynor For Sponsoring The Tournament on August 12, 2023*; Councilman Reichert provided a second. **Motion carried 4-0.**

4. **PRESENTATIONS:**

~~4.I. Plaques Of Appreciation To The City, Crown Security, Councilman Mark Adams, And Melvin Traynor For Sponsoring The Tournament on August 12, 2023. -Removed~~

4.II. Presentation – Finance – General Fund Revenues.

Chrislyn Turner, Assistant Finance Director and Department Head for the Customer Financial Services Department presented a financial summary to the Mayor and Council, focusing on revenue generation for the City of Hapeville. She emphasized the department's role in billing and collecting revenue streams such as water, occupational taxes, and property taxes. Ms. Turner outlined the city's revenue cycle, highlighting critical months like June and August, where preliminary and final tax digests are received from Fulton County. In August, starting this year, the department will prepare the budget based on the final digest and recommend a millage rate to the City Manager. September is earmarked for public hearings on the millage rate and budget. Ms. Turner emphasized the significance of exemptions and their impact on tax liabilities. She explained the calculation of tax bills using examples and discussed the city's gross tax digest over the past five years, noting the relatively flat increase in tax bills compared to the growth in the digest. Ms. Turner concluded by highlighting the department's efforts in collecting taxes throughout the year to meet revenue targets.

5. **PUBLIC HEARING:**

5.I. Consideration and Action of a request to rezone the properties located at 3309, 3319, and 3327 Dogwood Drive from V, Village to U-V, Urban Village.

Background:
Daniel Kerr on behalf of Dogwood Assemblage LLC is requesting to rezone the properties located at 3309 Dogwood Drive, 3319 Dogwood Drive, 3327 Dogwood Drive, Parcel Identification Numbers 14-0098-0016-010-5, 14-0098-0016-011-3, 14-0098-0016-012-1 from V, Village to U-V, Urban Village for the purpose of constructing a residential townhome development.

The Planning Commission considered this request on April 9, 2024 and recommended approval. Staff supports their recommendation.

Staff Comment: City Planner Dr. Lynn Patterson provided an overview to the Mayor and Council regarding a proposal that was previously presented in March of 2022 under a different applicant with a slightly different structure. While the site plan remained unchanged, there was a transition from fee-simple to build-to-rent. Dr. Patterson emphasized that the proposal required discretion from the council, as it involved making all parcels conform to the same zoning classification. The project entailed 58 built-to-rent townhomes across seven buildings and had been reviewed and recommended for approval by the Planning Commission. Dr. Patterson welcomed any questions from the council members.

Applicant Comment: Civil Engineer Daniel Kerr and McNeal Development firm's Principal William Norris were presented to address any inquiries or issues related to the request to rezone the properties.

Public Comment:
1. Susan Bailey

MOTION: Alderman Rast motioned to approve the request to rezone the properties located at 3309 Dogwood Drive, 3319 Dogwood Drive, 3327 Dogwood Drive, Parcel Identification Numbers 14-0098-0016-010-5, 14-0098-0016-011-3, 14-0098-0016-012-1 from V, Village to U-V, Urban Village for the purpose of constructing a residential townhome development; Councilman Alexander provided a second.

Councilman Adams and Councilman Reichert cast their votes in opposition, voting Nay, while Councilman Alexander and Alderman Rast voted in favor, casting Yay votes. Mayor Hallman resolved the tie by voting in favor, Yay vote, resulting in the **motion being carried with a vote count of 3-2.**

6. QUESTIONS ON AGENDA ITEMS: None

7. CONSENT AGENDA:

7.I. Consideration and Action to Approve April 2nd Council Meeting minutes.

7.II. Consideration and Action to Approve the April 2nd Executive Session Minutes.

7.III. Consideration and Action to Approve Arbor Day Resolution

MOTION: Councilman Adams motioned to approve the consent agenda; Councilman Reichert provided a second. **Motion carried 4-0.**

8. OLD BUSINESS: None

9. NEW BUSINESS:

9.I. Consideration and Action to Approve Resolution Establishing Hapeville as a Certified City of Ethics. ***Resolution 2024-04***

MOTION: Alderman Rast motioned to approve Resolution Establishing Hapeville as a Certified City of Ethics; Councilman Adams provided a second. **Motion carried 4-0.**

9.II. Consideration and Action to approve a hauling service agreement with Republic Services for recyclable delivery.

MOTION: Councilman Adams motioned to approve a hauling service agreement with

Republic Services for recyclable delivery with the condition that both parties agree on the revisions made to the agreement; Councilman Alexander provided a second. **Motion carried 4-0.**

9.III. Consideration and Action to Approve the Designs for the Citywide Banner Project.

MOTION: Councilman Reichert motioned to approve the Designs for the Citywide Banner Project; Councilman Adams provided a second.

AMEND MOTION:

Councilman Reichert motioned to amend his previous motion to approve the Designs for the Citywide Banner Project *with a budget up to $12,000.00*; Councilman Adams provided a second. **Motion carried 4-0.**

10. CITY MANAGER REPORTS: City Manager, Tim Young spoke about the Following items:

General Announcements:

- The Spring Opening event drew over 400 attendees, marking it as one of the City's largest spring opening.
- The last independent film screening of the spring series took place. The next film series will commence in September.

Upcoming community events include:

- Criterium races and Spin the District are scheduled for Friday May 3rd.
- Georgia City's week in Hapeville is upcoming, featuring a variety of activities.
    - Grow kits with wildflowers will be available for Earth Day on Monday at City Hall and Hoyt Smith Recreation.
- Mr. Young encouraged all to continue using hashtags to promote and preserve Hapeville's Beauty.

11. PUBLIC COMMENTS:

1. Lucy Dolan

12. MAYOR AND COUNCIL COMMENTS:

Councilman Alexander echoed the sentiments expressed by City Manager Young regarding the opening day event. She expressed her fondness for the event, noting its seamless organization and enjoyable atmosphere. Councilman Alexander appreciated the efforts of the amazing departments for making the event successful and emphasized its significance for the children in the community.

Alderman Rast remarked that it was a pleasant day for the Opening day event, noting the favorable weather conditions and acknowledging the significant effort put in by all staff members.

Councilman Adams expressed regret for missing the Opening Day event, citing prior engagements scheduled before the official date was set. He apologized for his absence and thanked attendees for supporting their local government.

Councilman Reichert reiterated the sentiments shared by his fellow council members regarding the Opening Day event. He acknowledged the positive feedback from many residents, emphasizing the increased attendance and community engagement compared to previous years. Councilman Reichert expressed appreciation to the Fire Department for organizing an engaging open house at their station, which included interactive booths. Additionally, he extended gratitude to Ms. Charlotte for her efforts in organizing another successful film season.

Mayor Hallman reiterated the sentiments expressed by the previous Council members regarding the Open Day event. He mentioned his absence from the parade due to attending an international security conference for his business. Despite being away, Mayor Hallman acknowledged hearing positive feedback about the entire event. He extended birthday wishes to Ms. Charlotte. Additionally, he echoed the positive feedback about the film series, emphasizing its success with everyone's support.

13. **EXECUTIVE SESSION:** *When Executive Session is Required one will be called for the following issues: 1) Litigation O.C.G.A. §50-14-2; 2) Real Estate O.C.G.A. §50-14-3(b)(1); or 3) Personnel O.C.G.A. §50-14-3(b)(2).*

MOTION: Alderman Rast made a motion to go into recess; Councilman Alexander provided a second. **Motion carried 4-0.**

MOTION: Councilman Adams made a motion to go into executive session at 7:09PM; Councilman Alexander provided a second. **Motion carried 4-0.**

MOTION: Councilman Alexander made a motion to convene back into regular session at 7:22 PM, Alderman Rast second. **Motion carried 4-0.**

Councilman Adams exited the meeting at 7:23 PM

EXECUTIVE SESSION ITEM:

MOTION: Councilman Reichert made a motion to approve and ratify the consensus taken in executive session with regards to pending personnel issue, Councilman Alexander provided a second**. Motion carried 3-0.**

14. **ADJOURN:**

MOTION: Councilman Reichert motioned to adjourn at 7:25 PM; Alderman Rast provided a second**. Motion carried 3-0.**

Respectfully submitted,

____
Alan Hallman, Mayor

____
Sharee Steed, City Clerk

Proposal of Insurance

City of Hapeville

PO Box 82311
Hapeville, GA 30354

Presentation Date: April, 24, 2024
Effective Date: May 01, 2024

Scott Thomason
Regional Director, Public Sector
Arthur J Gallagher Risk Management Services, LLC
1050 Crown Point Parkway, Suite 600
Atlanta, GA 30338
(678) 393 5234
Scott_Thomason@ajg.com
AJG License Nos. IL 100292093 / CA 0D69293

Gallagher
Insurance | Risk Management | Consulting

City of Hapeville

Proposal Summary

We appreciate the opportunity to quote your business insurance. This proposal is a summary of policy terms and conditions.

- There are limited markets for the type of risk and exposure that your business presents. We have searched the marketplace and have obtained renewal options from these markets.
- We have been able to achieve renewal goals by negotiating your renewal with the incumbent carrier.

This proposal provides coverage highlights along with the attached carrier quotations for the following coverages:

- Terrorism Coverage
- Active Shooter
- Crime
- Cyber Liability
- Accidental Death & Dismemberment
- Workers' Compensation - Buffer Layer
- Excess Workers' Compensation

We are not aware of any changes in your exposures to loss, nor are we aware of any changes in your business operations that would necessitate additional coverage options. Please notify us immediately if you are planning any new business operations.

The values and schedules are per the expiring policy or the information you have previously provided. It is your responsibility to notify us of all necessary changes to your schedules

Information contained in this proposal is intended to provide a brief overview of coverages. It should be used for reference purposes only. It is not intended to provide a full list of policy exclusions, limitations, and conditions. The provided quotes should be reviewed for further details. Coverage afforded to you is subject to all terms, conditions, and exclusions of the bound and issued policies.

To Bind Coverage:

Please refer to the attachment document titled, ***"Client Authorization to Bind Coverage":***

- Note any changes you desire to be made
- Place a check mark next to the coverage(s) you wish to accept
- Date and Sign
- Return prior to the effective date of coverage

Thank you for allowing Gallagher to service your insurance needs. We appreciate your business and look forward to working with you in the coming year. Please contact me if you have any questions.

Sincerely,

Yvette Jones

Yvette Jones, CIC CISR
Senior Client Service Manager

Gallagher
Insurance | Risk Management | Consulting

Premium Summary

The estimated program cost for the options are outlined in the following table:

Line of Coverage		Renewal Option
		Allmerica Financial Benefit Company
Crime	Premium	$2,671.00
	Estimated Cost*	**$2,671.00**
	Change ($)	
	Change (%)	
		Zurich American Insurance Company
Accidental Death & Dismemberment	Premium	$4,204.00
	Estimated Cost*	**$4,204.00**
	Change ($)	
	Change (%)	
		Underwriters at Lloyd's, London
Terrorism/Active Shooter/NCBR	Premium	$31,986.00
	Estimated Cost	**$33,266.00**
	Change ($)	
	Change (%)	
		Underwriters at Lloyd's, London
Cyber Liability	Premium	$9,155.00
	Estimated Cost*	**$9,781.20**
	Change ($)	
	Change (%)	
		Insurance Company Of The South
Excess Workers' Compensation-Buffer Layer $250K xs $400K	Premium	$36,088.00
	Estimated Cost*	**$36,088.00**
	Change ($)	
	Change (%)	
		Midwest Employers Casualty Company
Excess Workers' Compensation-Expiring $650K SIR	Premium	$112,999.00
	Estimated Cost*	**$112,999.00**
	Change ($)	
	Change (%)	
Total Cost		**$199,099.20**

*Estimated Cost includes all taxes, fees, surcharges and TRIA premium (if applicable)

Premiums are due and payable as billed and may be financed, subject to acceptance by an approved finance company. Following acceptance, completion (and signature) of a premium finance agreement with the specified down payment is required. Note: Unless prohibited by law, Gallagher may earn compensation for this optional value-added service.

Gallagher is responsible for the placement of the following lines of coverage: Crime, Other Liability, Cyber Liability, Excess Workers' Compensation, Property, General Liability, Automobile, Public Officials Liability, Professional Liability,

It is understood that any other type of exposure/coverage is either self-insured or placed by another brokerage firm other than Gallagher. If you need help in placing other lines of coverage or covering other types of exposures, please contact your Gallagher representative.

Named Insured

Named Insured	City of Hapeville
Crime	X
Accidental Death & Dismemberment	X
Terrorism/Active Shooter/NCBR	X
Cyber Liability	X
Excess Workers' Compensation- Buffer Layer	X
Excess Workers' Compensation	X

Note: Any entity not named in this proposal may not be an insured entity. This may include affiliates, subsidiaries, LLCs, partnerships, and joint ventures.

Market Review

We approached the following carriers in an effort to provide the most comprehensive and cost effective insurance program.

Line Of Coverage	Insurance Company ** (AM Best Rate/Financial Strength)	Market Response *	Admitted ***
Package	Liberty Mutual Insurance (A,XV)	Declination-Premium Not Competitive	Admitted
Package	Tokio Marine HCC (A++, XV)	Declination- Outside the Appetite	Admitted
Package	Travelers (A++. XV)	Declination- Adverse Loss History	Admitted
Crime	Allmerica Financial Benefit Company (A XV)	Recommended Quote	Admitted
Accidental Death & Dismemberment	Zurich American Insurance Company (A+ XV)	Recommended Quote	Admitted
Terrorism/Active Shooter/NCBR	Underwriters at Lloyd's, London (A XV)	Recommended Quote	Non-Admitted
Cyber Liability	Underwriters at Lloyd's, London (A XV)	Recommended Quote	Non-Admitted
Excess Workers' Compensation- Buffer Layer	Insurance Company Of The South (A- IX)	Recommended Quote	Admitted
Excess Workers' Compensation	Midwest Employers Casualty Company (A+ XV)	Recommended Quote	Admitted

*If shown as an indication, the actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.

**Gallagher companies use AM Best rated insurers and the rating listed above was verified on the date the proposal document was created.

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A Best's Financial Strength Rating is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. It is not a warranty of a company's financial strength and ability to meet its obligations to policyholders. Best's Credit Ratings™ are under continuous review and subject to change and/or affirmation. For the latest Best's Credit Ratings™ and Guide to Best's Credit Ratings, visit the AM Best website at http://www.ambest.com/ratings.

***If coverage placed with a non-admitted carrier, it is doing business in the state as a surplus lines or non-admitted carrier, and is neither subject to the same regulations as an admitted carrier nor do they participate in any state insurance guarantee fund.

Gallagher companies make no representations and warranties concerning the solvency of any carrier, nor does it make any representation or warranty concerning the rating of the carrier which may change.

Coverage Highlights

Crime	Recommended Quote
Policy Term	**05/01/2024 – 05/01/2025**
Carrier Information	Allmerica Financial Benefit Company
Payment Plan	Annual
Premium & Exposures	
Crime Premium	$2,671.00
Terrorism - TRIA	
Estimated Cost	**$2,671.00**
Exposure	$26,100,722
Core Crime Coverages	
Form Type	Discovery Form
Insuring Agreement :	
1. Employee Theft – Per Loss Coverage	$1,500,000
3. Forgery Or Alteration	$1,500,000
4. Inside The Premises – Theft Of Money And Securities	$1,500,000
5. Inside The Premises – Robbery Or Safe Burglary Of Other Property	$1,500,000
6. Outside The Premises	$1,500,000
7. Computer And Funds Transfer Fraud	$1,500,000
8. Money Orders And Counterfeit Money	$1,500,000
Insuring Agreement added by endorsement :	
False Pretenses	$50,000
Destruction of Electronic Data	$50,000
Endorsements including but not limited to:	
Significant policy endorsements include, but are not limited to, those listed on the attached quote/policy form/endorsements.	
Exclusions including but not limited to:	
Significant policy exclusions include, but are not limited to, those listed on the attached quote/policy form/endorsements.	
Crime Deductible	
Deductible :	
1. Employee Theft – Per Loss Coverage	$500,000
3. Forgery Or Alteration	$500,000
4. Inside The Premises – Theft Of Money And Securities	$500,000
5. Inside The Premises – Robbery Or Safe Burglary Of Other Property	$500,000
6. Outside The Premises	$500,000
7. Computer And Funds Transfer Fraud	$500,000
8. Money Orders And Counterfeit Money	$500,000
Deductible added by endorsement :	
False Pretenses	$10,000
Destruction of Electronic Data	$10,000
Definition of a Discovery	
Refer to Policy Form	
Incident and Claim Reporting Provisions	
Refer to Policy Form	

Accidental Death & Dismemberment	Recommended Quote
Policy Term	**05/01/2024 – 05/01/2025**
Carrier Information	Zurich American Insurance Company
Payment Plan	Annual
Premium & Exposures	
Other Liability Premium	$4,204.00
Terrorism - TRIA	N/A
Estimated Cost	**$4,204.00**
Exposure	144 Employees
Auditable /Frequency	N/A
Core Other Liability Coverages	
Benefit/Limit/Coverage at Renewal	
Aggregate Limit of Liability per Covered Accident	$250,000
Safety Device Benefit - This Is A Correction As Per The Maximum Permissible Percentage On Our Filed Form.	25% to a maximum of $15,000
In Hospital Indemnity Benefit - This Is A Correction As Per The Maximum Permissible Benefit Amount On Our Filed Form	• After 1 consecutive day of confinement • 30% per month to a maximum of $10,000
Endorsements including but not limited to:	
Significant policy endorsements include, but are not limited to, those listed on the attached quote/policy form/endorsements.	
Exclusions including but not limited to:	
Significant policy exclusions include, but are not limited to, those listed on the attached quote/policy form/endorsements.	
Other Liability Deductibles / Retention	
Defense Cost	
Required if limited; remove if not applicable.	
Other Significant Terms and Conditions / Restrictions	
Coverage: 24 Hour Accident Protection, Business and Pleasure, Excluding Corporate Owned or Leased Aircraft, Passenger, H-1 Received confirmation of no owned or leased aircraft so hazard will be updated. If there is exposure, please let us know.	

Terrorism/Active Shooter/NCBR	Recommended Quote
Policy Term	**05/01/2024 – 05/01/2025**
Carrier Information	Underwriters at Lloyd's, London
Payment Plan	Annual
Premium & Exposures	
Other Liability Premium	$31,986.00
Terrorism - TRIA	N/A
Taxes & Fees	N/A
Surplus Lines Taxes & Fees	$1,280.00
Estimated Cost	$33,266.00
Exposure	Total Insured Value: $ 26,100,772
Auditable /Frequency	N/A
Core Other Liability Coverages	
Hiscox Terrorism and Sabotage Limit of Liability	
- Per Occurrence	$26,100,772
- Aggregate	$26,100,772
Hiscox Active Shooter and Malicious Attack Property and Liability	
- Per Occurrence	$1,000,000
- Aggregate	$1,000,000
Hiscox Nuclear, Chemical, Biological, and Radiological Terrorism	
- Per Occurrence	$1,000,000
- Aggregate	$1,000,000
Hiscox Per Occurrence Aggregate Limit of Liability for Above Coverage Parts	$26,100,772
Endorsements including but not limited to:	
Significant policy endorsements include, but are not limited to, those listed on the attached quote/policy form/endorsements.	
Exclusions including but not limited to:	
Significant policy exclusions include, but are not limited to, those listed on the attached quote/policy form/endorsements.	
Other Liability Deductibles	
Hiscox Terrorism and Sabotage Limit of Liability Deductible	$10,000
Hiscox Active Shooter and Malicious Attack Property and Liability Deductible	$10,000
Hiscox NCBR Limit of Liability Deductible	$25,000
Defense Cost	
Required if limited; remove if not applicable.	
Binding Requirements	
Receipt and review of last 3 years of GL loss runs to bind Active Shooter with Liability.	

Cyber Liability	Recommended Quote
Policy Term	**05/01/2024 – 05/01/2025**
Carrier Information	Underwriters at Lloyd's, London
Payment Plan	All premiums and any fees are due to RPS within 20 days of binding
Payment Method	Agency Bill
Premium & Exposures	
Cyber Liability	$9,155.00
Terrorism - TRIA (Included)	$0.00
Broker Fee - RPS	$250.00
Surplus Lines Tax	$376.20
Total Cyber Premium	**$9,781.20**
Exposure	
Core Cyber Coverages	
Insuring Clause 1: Cyber Incident Response	
Section A: Incident Response Costs	
- Limit Of Liability - Each And Every Claim	$1,000,000
Section B: Legal And Regulatory Costs	
- Limit Of Liability - Each And Every Claim	$1,000,000
Section C: It Security And Forensic Costs	
- Limit Of Liability - Each And Every Claim	$1,000,000
Section D: Crisis Communication Costs	
- Limit Of Liability - Each And Every Claim	$1,000,000
Section E: Privacy Breach Management Costs	
- Limit Of Liability - Each And Every Claim	$1,000,000
Section F: Third Party Privacy Breach Management Costs	
- Limit Of Liability - Each And Every Claim	$1,000,000
Section G: Post Breach Remediation Costs	
- Limit Of Liability - Each And Every Claim, Subject To A Maximum Of 10% Of All Sums We Have Paid As A Direct Result Of The Cyber Event	$50,000
Insuring Clause 2: Cyber Crime	
Section A: Funds Transfer Fraud	
- Limit Of Liability - Each And Every Claim	$250,000
Section B: Theft Of Funds Held In Escrow	
- Limit Of Liability - Each And Every Claim	$250,000
Section C: Theft Of Personal Funds	
- Limit Of Liability - Each And Every Claim	$250,000
Section D: Extortion	
- Limit Of Liability - Each And Every Claim	$1,000,000
Section E: Corporate Identity Theft	
- Limit Of Liability - Each And Every Claim	$250,000

Section F: Telephone Hacking	
- Limit Of Liability - Each And Every Claim	$250,000
Section G: Push Payment Fraud	
- Limit Of Liability - Each And Every Claim	$50,000
Section H: Unauthorized Use Of Computer Resources	
- Limit Of Liability - Each And Every Claim	$250,000
Insuring Clause 3: System Damage And Business Interruption	
Section A: System Damage And Rectification Costs	
- Limit Of Liability - Each And Every Claim	$1,000,000
Section B: Income Loss And Extra Expense	
- Limit Of Liability - Each And Every Claim	$1,000,000
- Sub-Limited To In Respect Of System Failure	$1,000,000
Section C: Additional Extra Expense	
- Limit Of Liability - Each And Every Claim	$1,000,000
Section D: Dependent Business Interruption	
- Limit Of Liability - Each And Every Claim	$1,000,000
- Sub-Limited To In Respect Of System Failure	$1,000,000
Section E: Consequential Reputational Harm	
- Limit Of Liability - Each And Every Claim	$1,000,000
Section F: Claim Preparation Costs	
- Limit Of Liability - Each And Every Claim	$25,000
Section G: Hardware Replacement Costs	
- Limit Of Liability - Each And Every Claim	$1,000,000
Insuring Clause 4: Network Security & Privacy Liability	
Section A: Network Security Liability	
- Aggregate Limit Of Liability - In The Aggregate	$1,000,000
- Costs And Expenses In Addition Up To A Maximum Amount Of	$1,000,000
Section B: Privacy Liability	
- Aggregate Limit Of Liability - In The Aggregate	$1,000,000
- Costs And Expenses In Addition Up To A Maximum Amount Of	$1,000,000
Section C: Management Liability	
- Aggregate Limit Of Liability - In The Aggregate	$1,000,000
- Costs And Expenses In Addition Up To A Maximum Amount Of	$1,000,000
Section D: Regulatory Fines	
- Aggregate Limit Of Liability - In The Aggregate	$1,000,000

- Costs And Expenses In Addition Up To A Maximum Amount Of	$1,000,000
Section E: PCI Fines, Penalties And Assessments	
- Aggregate Limit Of Liability - In The Aggregate	$1,000,000
- Costs And Expenses In Addition Up To A Maximum Amount Of	$1,000,000
Section F: Contingent Bodily Injury	
- Aggregate Limit Of Liability - In The Aggregate, Including Costs & Expenses	$250,000
Insuring Clause 5: Media Liability	
Section A: Defamation	
- Aggregate Limit Of Liability - In The Aggregate	$1,000,000
- Costs And Expenses In Addition Up To A Maximum Amount Of	$1,000,000
Section B: Intellectual Property Rights Infringement	
- Aggregate Limit Of Liability - In The Aggregate	$1,000,000
- Costs And Expenses In Addition Up To A Maximum Amount Of	$1,000,000
Insuring Clause 7: Court Attendance Costs	
Aggregate Limit Of Liability - In The Aggregate	$100,000
Criminal Reward Coverage	
Aggregate Limit Of Liability - In The Aggregate	$50,000
Form Type	Claims-Made.
Retroactive Date	
Prior & Pending Litigation Date	
Continuity Date	
Basis	
Rate	
Definition of a Claim	
Refer to Policy Form	
Incident and Claim Reporting Provisions	
Refer to Policy Form	
Claims Made Disclaimer	Should you elect to change carriers (if a new retroactive date is provided) or non-renew this policy, a supplemental extended reporting endorsement may be available subject to policy terms and conditions. You must request the extended reporting period in writing to the carrier within ([Days To Extend]) days of the expiration date. The cost of this extended reporting period is 100% of the annual premium and is fully earned. The extended reporting period extends only to those claims made during the extended reporting period for wrongful acts that occurred prior to the expiration date and would have been covered by the policy. Claims must be reported to the carrier within 12 Months of the end of the policy period. The extended reporting period does not increase the limits of liability and is subject to all policy terms, conditions and exclusions
Endorsements including but not limited to:	
Significant policy endorsements include, but are not limited to, those listed on the attached quote/policy form/endorsements.	
Exclusions including but not limited to:	
Significant policy exclusions include, but are not limited to, those listed on the attached quote/policy form/endorsements.	

Cyber Liability Deductible	
Waiting Period	8 Hours
Insuring Clause 1: Cyber Incident Response	
Section B: Legal And Regulatory Costs	
- Deductible - Each & Every Claim	$5,000
Section C: It Security And Forensic Costs	
- Deductible - Each & Every Claim	$5,000
Section D: Crisis Communication Costs	
- Deductible - Each & Every Claim	$5,000
Section E: Privacy Breach Management Costs	
- Deductible - Each & Every Claim	$5,000
Section F: Third Party Privacy Breach Management Costs	
- Deductible - Each & Every Claim	$5,000
Insuring Clause 2: Cyber Crime	
Section A: Funds Transfer Fraud	
- Deductible - Each & Every Claim	$5,000
Section B: Theft Of Funds Held In Escrow	
- Deductible - Each & Every Claim	$5,000
Section C: Theft Of Personal Funds	
- Deductible - Each & Every Claim	$5,000
Section D: Extortion	
- Deductible - Each & Every Claim	$5,000
Section E: Corporate Identity Theft	
- Deductible - Each & Every Claim	$5,000
Section F: Telephone Hacking	
- Deductible - Each & Every Claim	$5,000
Section G: Push Payment Fraud	
- Deductible - Each & Every Claim	$5,000
Section H: Unauthorized Use Of Computer Resources	
- Deductible - Each & Every Claim	$5,000
Insuring Clause 3: System Damage And Business Interruption	
Section A: System Damage And Rectification Costs	
- Deductible - Each & Every Claim	$5,000
Section B: Income Loss And Extra Expense	
- Deductible - Each & Every Claim	$5,000
Section C: Additional Extra Expense	
- Deductible - Each & Every Claim	$5,000
Section D: Dependent Business Interruption	
- Deductible - Each & Every Claim	$5,000
Section E: Consequential Reputational Harm	
- Deductible - Each & Every Claim	$5,000
Section G: Hardware Replacement Costs	
- Deductible - Each & Every Claim	$5,000
Insuring Clause 4: Network Security & Privacy Liability	
Section A: Network Security Liability	
- Deductible - Each & Every Claim, Including Costs And Expenses	$5,000
Section B: Privacy Liability	
- Deductible - Each & Every Claim, Including Costs And Expenses	$5,000
Section C: Management Liability	

- Deductible - Each & Every Claim, Including Costs And Expenses	$5,000
Section D: Regulatory Fines	
- Deductible - Each & Every Claim, Including Costs And Expenses	$5,000
Section E: PCI Fines, Penalties And Assessments	
- Deductible - Each & Every Claim, Including Costs And Expenses	$5,000
Section F: Contingent Bodily Injury	
- Deductible - Each & Every Claim, Including Costs And Expenses	$5,000
Insuring Clause 5: Media Liability	
Section A: Defamation	
- Deductible - Each & Every Claim, Including Costs And Expenses	$5,000
Section B: Intellectual Property Rights Infringement	
- Deductible - Each & Every Claim, Including Costs And Expenses	$5,000
Criminal Reward Coverage	
- Deductible - Each & Every Claim	$5,000
Defense Cost	
Required if limited; remove if not applicable.	
Binding Requirements	
Any One Claim With Unlimited Reinstatement On All 1st Party Coverage. In Essence This Creates A Limit Profile With No Aggregate And Should Allow For Multiple Separate Claims Each With Their Own Individual Limit	
Separate Tower For Incident Response / Breach Costs (Outside Of Normal Limit Profile).	
Satisfactory Confirmation That You Have Downloaded & Registered Our Incident Response Mobile App, Details Of Which Can Be Found With Your Policy Documents. (30 Days Post Binding)	

Excess Workers' Compensation- Buffer Layer	Recommended Quote
Policy Term	**05/01/2024 – 05/01/2025**
Carrier Information	Insurance Company Of The South
Payment Plan	Deposit and Minimum Premium $36,088.00
Payment Method	Annual
Premium & Exposures	
Excess Workers' Compensation Premium	$36,088.00
Terrorism - TRIA	Included
Estimated Cost	**$36,088.00**
Exposure	Payroll: $7,914,199
Auditable / Frequency	Annual
Core Excess Workers Compensation Coverages	
Employer Liability Limits	$250,000 - Per Occurrence, Each Accident: Per Person, Each Occupational Disease Or Cumulative Trauma
Estimated Annual Payroll (Total)	Payroll: $7,914,199
Experience Modification Factor	
Retention	$400,000 - Per Occurrence, Each Accident: Per Person, Each Occupational Disease Or Cumulative Trauma
States covered under Item 3 A.	Georgia
Other States Insurance Covered Under Item 3 C - Broad Form All States Except Monopolistic (ND, OH, WA, WY)	
Stop Gap Coverage	
Voluntary Compensation Endorsement	
Sole Proprietors, Partners and Officers (Included or Excluded)	
Endorsements including but not limited to:	
Significant policy endorsements include, but are not limited to, those listed on the attached quote/policy form/endorsements.	
Exclusions including but not limited to:	
Significant policy exclusions include, but are not limited to, those listed on the attached quote/policy form/endorsements.	

Excess Workers' Compensation	Recommended Quote
Policy Term	**05/01/2024 – 05/01/2025**
Carrier Information	Midwest Employers Casualty Company
Payment Plan	Deposit Premium $112,999.00
Payment Method	Annual
Premium & Exposures	
Excess Workers' Compensation Premium	$112,999.00
Terrorism - TRIA (Included)	$3,390.00
Estimated Cost	**$112,999.00**
Exposure	$7,914,199 - Payroll
Auditable / Frequency	Annual
Minimum Type	Minimum Premium
Minimum Amount	$101,699.00
Core Excess Workers Compensation Coverages	
Employer Liability Limits	$1,000,000
Specific Limit	Statutory
Aggregate Limit	$1,000,000
Aggregate Loss Limitation	$500,000
Estimated Annual Payroll (Total)	$7,914,199 - Payroll
Experience Modification Factor	
Specific Retention	$650,000
Estimated Aggregate Retention	$1,684,512
Minimum Aggregate Retention	$1,650,822
States covered under Item 3 A.	GA
Other States Insurance Covered Under Item 3 C - Broad Form All States Except Monopolistic (ND, OH, WA, WY)	
Stop Gap Coverage	
Voluntary Compensation Endorsement	Yes
Sole Proprietors, Partners and Officers (Included or Excluded)	
Endorsements including but not limited to:	
Significant policy endorsements include, but are not limited to, those listed on the attached quote/policy form/endorsements.	
Exclusions including but not limited to:	
Significant policy exclusions include, but are not limited to, those listed on the attached quote/policy form/endorsements.	
Other Significant Terms and Conditions / Restrictions	
MECC Must Be Notified Of Any Aircraft Changes Occurring During The Policy Period	

Claims Reporting By Policy

Immediately report all claims. Each insurer requires notice of certain types of claims depending on the potential exposure or particular injury types. It is important to thoroughly review your policy to ensure you are reporting particular incidents and claims, based upon the insurer's policy requirements.

If you are using a third party administrator ("TPA"), your TPA may or may not report claims to an insurer on your behalf. Although we will assist you where requested, it is important that you understand whether your TPA will be completing this notification.

Reporting Direct to Carrier [Only When Applicable]

Coverage(s): Crime	Immediately report claims directly to:
Insurer: Allmerica Financial Benefit Company **Policy Term:** 05/01/2024 – 05/01/2025	Insurer/TPA Name: Allmerica Financial Benefit Company: Phone: 800-628-0250: Platinum Holders: 800-799-6977 Fax: 800-399-4734 Email: firstreport@hanovr.com Web: https://www.hanover.com/claims.html

Coverage(s): Accidental Death & Dismemberment	Immediately report claims directly to:
Insurer: Zurich American Insurance Company **Policy Term:** 05/01/2024 – 05/01/2025	Insurer/TPA Name: Zurich American Insurance Company Phone: 866-841-4771 Fax: 631-845-2523 Email: Web: https://www.zurichna.com/claims/special - reporting-instructions

Coverage(s): Cyber Liability	Immediately report claims directly to:
Insurer: Underwriters at Lloyd's, London **Policy Term:** 05/01/2024 – 05/01/2025	Insurer/TPA Name: Underwriters at Lloyd's, London Phone: McCord Phone#: 402-514-6100 / F/U Jessica Schere jschere@mccordclaims.com 402-51-6100 ext. 6201 Fax: Email: claims@mccordclaims.com Web: https://www.intlxs.com/

Coverage(s): Excess Workers' Compensation- Buffer Layer	Immediately report claims directly to:
Insurer: Insurance Company Of The South **Policy Term:** 05/01/2024 – 05/01/2025	Insurer/TPA Name: Insurance Company Of The South Phone: Fax: Email: Web:

Coverage(s): Excess Workers' Compensation	Immediately report claims directly to:
Insurer: Midwest Employers Casualty Company **Policy Term:** 05/01/2024 – 05/01/2025	Insurer/TPA Name: Midwest Employers Casualty Company Phone: Fax: Email: Web:

Reporting to Gallagher or Assistance in Reporting

Coverage(s): Crime, Accidental Death & Dismemberment, Terrorism/Active Shooter/NCBR Other Liability, Cyber Liability	Immediately report claims directly to:
Gallagher Claim Center **Policy Term:** 05/01/2024 – 05/01/2025	Phone: 855-497-0578 Fax: 225-663-3224 Email: ggb.nrcclaimscenter@ajg.com

Proposal Disclosures

The following disclosures are hereby made a part of this proposal. Please review these disclosures prior to signing the Client Authorization to Bind or e-mail confirmation.

Proposal Disclaimer

IMPORTANT: The proposal and/or any executive summaries outline certain terms and conditions of the insurance proposed by the insurers, based on the information provided by your company. The insurance policies themselves must be read to fully understand the terms, coverages, Exclusions including but not limited to:, limitations and/or conditions of the actual policy contract of insurance. Policy forms will be made available upon request. We make no warranties with respect to policy limits or coverage considerations of the carrier.

Compensation Disclosure

1. Gallagher Companies are primarily compensated from the usual and customary commissions, fees or, where permitted, a combination of both, for brokerage and servicing of insurance policies, annuity contracts, guarantee contracts and surety bonds (collectively “insurance coverages”) handled for a client’s account, which may vary based on market conditions and the insurance product placed for the client.

2. In placing, renewing, consulting on or servicing your insurance coverages, Gallagher companies may participate in contingent and supplemental commission arrangements with intermediaries and insurance companies that provide for additional compensation if certain underwriting, profitability, volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by Gallagher with the insurance company, not on an individual policy basis. As a result, Gallagher may be considered to have an incentive to place your insurance coverages with a particular insurance company. If you do not wish to have your commercial insurance placement included in consideration for additional compensation, contact your producer or service team for an Opt-out form.

3. Gallagher Companies may receive investment income on fiduciary funds temporarily held by them, or from obtaining or generating premium finance quotes, unless prohibited by law.

4. Gallagher Companies may also access or have an ownership interest in other facilities, including wholesalers, reinsurance intermediaries, captive managers, underwriting managers and others that act as intermediaries for both Gallagher and other brokers in the insurance marketplace some of which may earn and retain customary brokerage commission and fees for their work.

If you have specific questions about any compensation received by Gallagher and its affiliates in relation to your insurance placements, please contact your Gallagher representative for more details.

TRIA/TRIPRA Disclaimer

If this proposal contains options to purchase TRIA/TRIPRA coverage, the proposed TRIA/TRIPRA program may not cover all terrorism losses. While the amendments to TRIA eliminated the distinction between foreign and domestic acts of terrorism, a number of lines of coverage excluded under the amendments passed in 2005 remain excluded including commercial automobile, burglary and theft insurance; surety insurance, farm owners multiple perils and professional liability (although directors and officers liability is specifically included). If such excluded coverages are required, we recommend that you consider purchasing a separate terrorism policy. Please note that a separate terrorism policy for these excluded coverages may be necessary to satisfy loan covenants or other contractual obligations. TRIPRA includes a $100 billion cap on insurers' aggregate liability.

TRIPRA is set to expire on December 31, 2027. There is no certainty of extension, thus the coverage provided by your insurers may or may not extend beyond December 31, 2027. In the event you have loan covenants or other contractual obligations requiring that TRIA/TRIPRA be maintained throughout the duration of your policy period, we recommend that a separate ""Stand Alone"" terrorism policy be purchased to satisfy those obligations.

Property Estimator Disclaimer

These property values were obtained using a desktop Property Estimator software operated by non-appraisal professionals. These property values represent general estimates which are not to be considered a certified appraisal. These property values include generalities and assumptions that may produce inaccurate values for specific structures.

Terms and Conditions

It is important that we clearly outline the nature of our mutual relationship. The following terms and conditions (these "Terms") govern your relationship with Gallagher unless you have separately entered into a written services agreement with Gallagher relative to the policies and services outlined in this Proposal, in which case that services agreement will govern and control with respect to any conflicts with these Terms. These Terms will become effective upon your execution of the Client Authorization to Bind Coverage (the "**CAB**") included in this Proposal and shall survive for the duration of your relationship with Gallagher relative to the policies placed pursuant to the CAB or otherwise at your request.

Services

Gallagher will represent and assist you in all discussions and transactions with insurance companies relating to the lines of insurance coverage set forth in the CAB and any other lines of insurance coverage with which you request Gallagher's assistance. Gallagher will consult with you regarding any matters involving these or other coverages for which you have engaged Gallagher. You have the sole discretion for approving any insurance policies placed, as well as all other material decisions involving your risk management, risk transfer and/or loss prevention needs.

Although you are responsible for notifying applicable insurance companies directly in connection with any claims, demands, suits, notices of potential claims or any other matters as required by the terms and conditions of your policies, Gallagher will assist you in determining applicable claim reporting requirements.

Treatment of Information

Gallagher understands the need to protect the confidentiality and security of your confidential and sensitive information and strives to comply with applicable data privacy and security laws. Your confidential and sensitive information will be protected by Gallagher and only used to perform services for you; provided that Gallagher may disclose and transfer your information to our affiliates, agents or vendors that have a need to know such information in connection with the provision of such services (including insurance markets, as necessary, for marketing, quoting, placing and/or servicing insurance coverages). We may also disclose such information as required by applicable data protection laws or the order of any court or tribunal, subject to our providing you with prior notice as permitted by law.

We will (i) implement appropriate administrative, physical and technical safeguards to protect personal information; (ii) timely report security incidents involving personal information to affected parties and/or regulatory bodies; (iii) create and maintain required policies and procedures; and (iv) comply with data subjects' rights, as applicable. To the extent applicable under associated data protection laws, you are a "business" or "controller" and Gallagher is a "service provider" or "data processor." You will ensure that any information provided to Gallagher has been provided with any required notices and that you have obtained all required consents, if any and where required, or are otherwise authorized to transfer all information to Gallagher and enable Gallagher to process the information for the purposes described in this Proposal and as set forth in Gallaher's Privacy Policy located at https://www.ajg.com/privacy-policy/. Gallagher may update its Privacy Policy from time to time and any updates will be posted to such site.

Dispute Resolution

Gallagher does not expect that it will ever have a formal dispute with any of its clients. However, in the event that one should arise, we should each strive to achieve a fair, expedient and efficient resolution and we'd like to clearly outline the resolution process.

A. If the parties have a dispute regarding Gallagher's services or the relationship governed by this Proposal ("**Dispute**"), each party agrees to resolve that Dispute by mediation. If mediation fails to resolve the Dispute, you and Gallagher agree to binding arbitration. Each party waives all rights to commence litigation in court to resolve a Dispute, and specifically waives all rights to pursue relief by class action or mass action in court or through arbitration. However, the parties do not waive the ability to seek a court order of injunction in aid of the mediation and arbitration required by these Terms.

B. The party asserting a Dispute must provide a written notice ("**Notice**") of the claim to the other party and to the American Arbitration Association ("**AAA**") in accordance with its Commercial Arbitration Rules and Mediation Procedures. All Dispute resolutions will take place in Chicago, IL, unless you and Gallagher agree to another location. The parties will equally divide all costs of the mediation and arbitration proceedings and will each pay their own attorneys' fees. All matters will be before a neutral, impartial and disinterested mediator or arbitrator(s) that have at least 20 years' experience in commercial and insurance coverage disputes.

C. Mediation will occur within sixty (60) days of filing the Notice with the AAA. Mediation results will be reduced to a memorandum of understanding signed by you, Gallagher and the mediator. A Dispute that is not resolved in mediation will commence to binding arbitration. For Disputes in excess of $500,000, either party may elect to have the Dispute heard by a panel of three (3) arbitrators. The award of the arbitrator(s) must be accompanied by a reasoned opinion prepared and signed by the arbitrator(s). Except as may be required by law, neither you, Gallagher, nor a mediator or arbitrator may disclose the existence, content or results of any Dispute or its dispute resolution proceeding without the prior written consent of both you and Gallagher.

Electronic Delivery

In lieu of receiving documents in paper format, you agree, to the fullest extent permitted by law, to accept electronic delivery of any documents that Gallagher may be required to deliver to you (including, but not limited to, insurance policies and endorsements, account statements and all other agreements, forms and communications) in connection with services provided by Gallagher. Electronic delivery of a document to you may be made via electronic mail or by other electronic means, including posting documents to a secure website.

Miscellaneous Terms

Gallagher is engaged to perform services as an independent contractor and not as your employee or agent, and Gallagher will not be operating in a fiduciary capacity.

Where applicable, insurance coverage placements and other services may require the payment of federal excise taxes, surplus lines taxes, stamping or other fees to the Internal Revenue Service, various State(s) departments of revenue, state regulators, boards or associations. In such cases, you will be responsible for the payment of the taxes and/or fees, which Gallagher will separately identify on related invoices.

The Proposal and these Terms are governed by the laws of the State of Illinois, without regard to its conflict of law rules.

If an arbitrator/court of competent jurisdiction determines that any provision of these Terms is void or unenforceable, that provision will be severed, and the arbitrator/court will replace it with a valid and enforceable provision that most closely approximates the original intent, and the remainder of these Terms will remain in effect.

Except to the extent in conflict with a services agreement that you may enter into with Gallagher, these Terms and the remainder of the Proposal constitute the entire agreement between you and Gallagher with respect to the subject matter of the Proposal, and supersede all prior negotiations, agreements and understandings as to such matters.

Bindable Quotations & Compensation Disclosure Schedule

Client Name: City of Hapeville

Coverage	Insurance Company	Wholesaler, MGA, or Intermediary Name[1]	Est. Annual Premium[2]	Comm. % or Fee[3]	Gallagher U.S. Owned Wholesaler, MGA, or Intermediary % and/or Fee
Crime	Allmerica Financial Benefit Company	N/A	$2,671.00	15%	N/A
Accidental Death & Dismemberment	Zurich American Insurance Company	N/A	$4,204.00	20%	N/A
Terrorism/Active Shooter/NCBR	Underwriters at Lloyd's, London	N/A	$31,986.00	20%	N/A
Cyber Liability	Underwriters at Lloyd's, London	Risk Placement Services, Inc.	$9,155.00	16%	9%
Excess Workers' Compensation –Buffer Layer	Insurance Company Of The South	N/A	$36,088.00	10%	N/A
Excess Workers' Compensation-650K SIR	Midwest Employers Casualty Company	N/A	$112,999.00	20%	N/A
Risk Management Fee	Arthur J Gallagher	N/A	N/A	$22,000	N/A

1 We were able to obtain more advantageous terms and conditions for you through an intermediary/ wholesaler.

2 If the premium is shown as an indication: The premium indicated is an estimate provided by the market. The actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.

* A verbal quotation was received from this carrier. We are awaiting a quotation in writing.

3 The commission rate is a percentage of annual premium excluding taxes & fees.

* Gallagher is receiving ___% commission on this policy. The fee due Gallagher will be reduced by the amount of the commissions received.

Client Authorization to Bind Coverage

After careful consideration of Gallagher's proposal dated 05/01/2024, we accept the following coverage(s). Please check the desired coverage(s) and note any coverage amendments below:

	Coverage/Carrier	TRIA	Description/Major Differences
☐ Accept ☐ Reject	**Crime** Allmerica Financial Benefit Company	☐ Accept ☐ Reject	**$2,671.00**
☐ Accept ☐ Reject	**Accidental Death & Dismemberment** Zurich American Insurance Company	☐ Accept ☐ Reject	**$4,204.00**
☐ Accept ☐ Reject	**Terrorism/Active Shooter/NCBR** Underwriters at Lloyd's, London	☐ Accept ☐ Reject	**$33,266.00**
☐ Accept ☐ Reject	**Cyber Liability** Underwriters at Lloyd's, London	☐ Accept ☐ Reject	**$9,781.20** **TRIA (Additional)**
☐ Accept ☐ Reject	**Excess Workers' Compensation*** Insurance Company Of The South- **Buffer Layer**		**$36,088.00** **TRIA (Included)**
☐ Accept ☐ Reject	**Excess Workers' Compensation*** Midwest Employers Casualty Company		**$112,999.00** **TRIA (Included)**
Optional Coverages:			
☐ Accept ☐ Reject	**Option #: 01** **Cyber** **Limit : $1,000,000** Houston Casualty Company	☐ Accept ☐ Reject	**$ 8,012.16** **TRIA (Additional)**
☐ Accept ☐ Reject	**Option #: 02** **Cyber Liability** **Limit : $3,000,000,** Houston Casualty Company	☐ Accept ☐ Reject	**$15,511.60** **TRIA (Additional)**
☐ Accept ☐ Reject	**Option #: 03** **Cyber Liability** **Limit : $3,000,000,** Underwriters at Lloyd's, London	☐ Accept ☐ Reject	**$17,550.00** **TRIA (Additional)**
☐ Accept ☐ Reject	**Option #: 04** **Workers' Compensation*** **(Retention : $750,000)** Midwest Employers Casualty Company		**$105,503.00** **TRIA (Included)**
☐ Accept ☐ Reject	**Option #: 05** **Workers' Compensation** **(Retention : $750,000/ 2 Year Term)** Midwest Employers Casualty Company		**$211,006.00** **TRIA (Included)**

*For this coverage, TRIA cannot be rejected

Additional Recommended Coverages

Gallagher recommends that you purchase the following additional coverages for which you have exposure. By checking the box(es) below, you are requesting that Gallagher provide you with a Proposal for this coverage. By not requesting a Proposal for this coverage, you assume the risk of any uncovered loss.

☐ Cyber Liability

☐ Flood

The above coverage(s) does not necessarily represent the entirety of available insurance products. If you are interested in pursuing additional coverages other than those listed in the Additional Recommended Coverages, please list below:

Other Services to Consider

☐ Yes ☐ No - **CORE**360™ STEP

☐ Yes ☐ No – eRiskHub

Coverage Amendments and Notes:

Fee Agreement: *In lieu of* or *In addition to* commission received by Gallagher for the policy term reflected herein, effective: **5/1/2024** Gallagher will receive a fee of: **$22,000** for:

[X] Risk Management

This fee IS NOT refundable, is fully earned by signing below, and is due and payable within thirty (30) days of such signing. Any placements that require the payment of additional state or federal taxes and/or fees are the client's responsibility.

By accepting this fee agreement, you agree and understand that it reflects services to be provided that have been discussed with and fully disclosed to you, and the above fee is consistent with your understanding. This agreement and any disputes that arise out of this fee agreement shall be governed by the laws of the state of Illinois.

Exposures and Values

You confirm the payroll, values, schedules, and any other information pertaining to your operations, and submitted to the underwriters, were compiled from information provided by you. If no updates were provided to Gallagher, the values, exposures and operations used were based on the expiring policies. You acknowledge it is your responsibility to notify Gallagher of any material change in your operations or exposures.

Additional Terms and Disclosures

Gallagher is not an expert in all aspects of your business. Gallagher's Proposals for insurance are based upon the information concerning your business that was provided to Gallagher by you. Gallagher expects the information you provide is true, correct and complete in all material respects. Gallagher assumes no responsibility to independently investigate the risks that may be facing your business, but rather have relied upon the information you provide to Gallagher in making our insurance Proposals.

Gallagher's liability to you arising from any of Gallagher's acts or omissions will not exceed $20 million in the aggregate. The parties each will only be liable for actual damages incurred by the other party, and will not be liable for any indirect, special, exemplary, consequential, reliance or punitive damages. No claim or cause of action, regardless of form (tort, contract, statutory, or otherwise), arising out of, relating to or in any way connected with the Proposal, any of Gallagher's services or your relationship with Gallagher may be brought by either party any later than two (2) years after the accrual of the claim or cause of action.

Gallagher has established security controls to protect Client confidential information from unauthorized use or disclosure. For additional information, please review Gallagher's Privacy Policy located at https://www.ajg.com/privacy-policy/.

You have read, understand and agree that the information contained in the Proposal and all documents attached to and incorporated into the Proposal, is correct and has been disclosed to you prior to authorizing Gallagher to bind coverage and/or provide services to you. By signing below, or authorizing Gallagher to bind your insurance coverage through email when allowed, you acknowledge you have reviewed and agree with terms, conditions and disclosures contained in the Proposal.

By: ____

Print Name (Specify Title)

____

Company

____

Signature

Date: ____

GIRMA INSURANCE PROGRAM
Comparative Analysis for 5.1.2024 Renewal

Gallagher

CITY OF HAPEVILLE
5.1.2024 to 5.1.2025

	2023-2024			2024-2025			Cost Comparison		
Program Details	Proposed Program	Rating Basis	Proposed Premium	Proposed Program	Rating Basis	Proposed Premium	Exposure Change	Premium Change	Net Rate Change
General Liability			**$44,336**			**$40,980**	3.0%	-7.6%	-10.6%
Each Occurrence	$2,000,000	$7,683,688		$2,000,000	$7,914,199				
General Aggregate	Unlimited	*Payroll*		Unlimited	*Payroll*				
Deductible	$25,000			$25,000					
Public Officials Liability			**$71,802**			**$42,088**	3.0%	-41.4%	-44.4%
Each Occurrence	$2,000,000	$7,683,688		$2,000,000	$7,914,199				
Aggregate	$10,000,000	*Payroll*		$10,000,000	*Payroll*				
Deductible	$25,000			$25,000					
Law Enforcement Liab.			**$64,695**			**$62,689**	9.1%	-3%	-12.2%
Each Occurrence	$2,000,000	33		$2,000,000	36				
Aggregate	Unlimited	*Officers*		Unlimited	*Officers*				
Deductible	$25,000			$25,000					
Automobile Liability			**$82,511**			**$148,893**	7.9%	80.5%	72.5%
Combined Single Limit	$1,000,000	139		$1,000,000	150				
Uninsured Motorist Liab.	$75,000	*Vehicles*		$75,000	*Vehicles*				
Deductibles									
Auto Liability	$25,000			$25,000					
Uninsured Motorist Liab.	$1,000			$1,000					
Auto Physical Damage			**$43,062**			**$46,807**	7.9%	8.7%	0.8%
Valuation	ACV	139		ACV	150				
Vehicles Covered	Scheduled	*Vehicles*		Scheduled	*Vehicles*				
Deductible	$2,500			$2,500					
Crime			**$3,762**			**$3,525**	-0.7%	-6.3%	-5.6%
Employee Dishonesty	$500,000	142		$500,000	141				
Money & Securities	$500,000	*Employees*		$500,000	*Employees*				
Deductible	$2,500			$2,500					
	\78			\78					
Property & Equipment			**$46,993**			**$58,651**	12.0%	24.8%	12.8%
Total Insured Values	$23,952,631	$23,952,631		$23,952,631	$26,835,375				
Flood Limit	$10,000,000	*Property Values*		$10,000,000	*Property Values*				
Earthquake Limit	$10,000,000			$10,000,000					
Deductibles									
Building and Contents	$2,500	$23,952,631		$2,500	$26,835,375				
Mobile Equipment	$2,500	$1,348,263		$2,500	$1,348,263				
Equipment Breakdown			**$3,357**			**$3,082**	12.8%	-8.2%	-20.9%
Per Occurrence	$100,000,000	$22,604,368		$100,000,000	$25,487,112				
Deductible	$2,500			$2,500					
Excess Liability			**Incl**			**Incl**			
Per Occurrence	Included	*Blended Rate*		Included	*Blended Rate*				
GIRMA Contributions			**$360,518**			**$406,715**	**6.7%**	**12.8%**	**6.1%**
Dividends/Credits			($23,649)			($27,997)			
GIRMA Net Contributions			**$336,869**			**$378,718**	**6.7%**	**12.4%**	**5.8%**
Broker Fee			$22,000			$22,000			0.0%
Grand Total Cost			**$358,869**			**$400,718**	**6.7%**	**11.7%**	**5.0%**

4/24/2024

GIRMA INSURANCE PROGRAM
Comparative Analysis for 5.1.2024 Renewal

Gallagher

CITY OF HAPEVILLE
5.1.2024 to 5.1.2025

	2023-2024			2024-2025			Cost Comparison		
Program Details	Proposed Program	Rating Basis	Proposed Premium	Proposed Program	Rating Basis	Proposed Premium	Exposure Change	Premium Change	Net Rate Change

	2023-2024			2024-2025			Cost Comparison		
Program Details	Proposed Program	Rating Basis	Proposed Premium	Proposed Program	Rating Basis	Proposed Premium	Exposure Change	Premium Change	Net Rate Change
Excess Workers Compensation			**$108,438**			**$112,999**	3.0%	4.2%	1.2%
WC Limit	Statutory	$7,683,688		Statutory	$7,914,199				
Employer's Liability	$1,000,000	*Payroll*		$1,000,000	*Payroll*				
Self-Insured Retention	**$650,000**			**$650,000**					
Terrorism	Included			Included					
Aggregate Limit	$1,000,000			$1,000,000					
Aggregate Retention	$1,264,779			$1,264,779					
Aggregate Loss Limit Cap	$500,000			$500,000					
Minimum Premium	90%			90%					
Excess Work Comp Buffer			**$33,729**			**$36,088**	3.0%	7.0%	4.0%
Each Occurrence	$250,000	$7,683,688		$250,000	$7,914,199				
Aggregate Limit	n/a	*Payroll*		n/a	*Payroll*				
Retention	$400,000			$400,000					
Cyber Liability			**$10,425**			**$9,781**	83.3%	-6.2%	-89.4%
Each Occurrence	$1,000,000	$19,643,020		$1,000,000	$35,998,000				
Aggregate Limit	$1,000,000	*Budget*		$1,000,000	*Budget*				
Deductible	$5,000			$5,000					
Excess Crime			**$2,646**			**$2,671**	-0.7%	0.9%	1.6%
Employee Theft	$1,500,000	*142*		$1,500,000	*141*				
Computer Fraud	$1,500,000	*Employees*		$1,500,000	*Employees*				
Deductible (U/L GIRMA)	$500,000			$500,000					
Municipal Workforce AD&D			**$4,176**			**$4,204**	-0.7%	0.7%	1.4%
Limit	$50,000	*142*		$50,000	*141*				
Deductible	$0	*Employees*		$0	*Employees*				
Terrorism & Sabotage Package			**$28,725**			**$33,266**	8.8%	15.8%	7.0%
Terrorism Limit	$23,998,368	*$23,998,368*		$23,998,368	*$26,100,772*				
Deductible	$10,000	*TIV*		$10,000	*TIV*				
Contingent Business Interruption	$5,000,000			$5,000,000					
Deductible	$10,000			$10,000					
Nuclear, Biological, Radiation	$1,000,000			$1,000,000					
Deductible	$25,000			$25,000					
Active Shooter Coverage	$1,000,000			$1,000,000					
Deductible	$10,000	*Employees*		$10,000	*Employees*				
Ancillary Lines Total			**$188,139**			**$199,009**	16.1%	5.8%	-10.3%
Total Insurance Costs			**$547,008**			**$599,727**	11.4%	9.6%	-1.7%

DISLCAIMER: Premium includes any surplus lines taxes and fees if applicable. Broker Compensation is included unless specified as a broker fee. Risk management fees are for additional risk consulting services unrelated to the coverage placement. This summary is an outline of certain terms and conditions of the insurance proposed and does not include all of the terms, coverages, exclusions, and conditions of the actual policy language. We make no warranties with respect to policy limits, deductibles, or coverage considerations of the carrier.

4/24/2024

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STATE OF GEORGIA
CITY OF HAPEVILLE

ORDINANCE NO. ________________

AN ORDINANCE TO AMEND CHAPTER 26 (“OFFENSE AND MISCELLANEOUS PROVISIONS”), ARTICLE 2 (“PERSONAL CONDUCT”) SECTION 26-2-42 (“RESERVED”) OF THE CODE OF ORDINANCES OF THE CITY OF HAPEVILLE, GEORGIA TO ADD THE OFFENSE OF MAINTAINING A DISORDERLY HOUSE; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND TO PROVIDE FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Mayor and Council shall have full power and authority to provide for the execution of all powers, functions, rights, privileges, duties and immunities of the city, its officers, agencies, or employees granted by the City of Hapeville’s Charter or by state law; and,

WHEREAS, the municipal government of the City of Hapeville (hereinafter “City”) and all powers of the City shall be vested in the Mayor and Council. The Mayor and Council shall be the legislative body of the City; and,

WHEREAS, existing ordinances, resolutions, rules and regulations of the City and its agencies now lawfully in effect not inconsistent with the provisions of the City’s charter shall remain effective until they have been repealed, modified or amended; and,

WHEREAS, amendments to any of the provisions of the City’s Code may be made by amending such provisions by specific reference to the section number of the City’s Code; and,

WHEREAS, every official act of the Mayor and Council which is to become law shall be by ordinance; and,

WHEREAS, the governing authority of the City finds it desirable to impose regulations to prevent the maintaining of a disorderly house, and

BE IT, AND IT IS HEREBY ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF HAPEVILLE, GEORGIA THAT:

<u>Section One</u>. Section 2-42 (Reserved) in Chapter 26 (Offense and Miscellaneous Provisions), Article 2 (Personal Conduct) of the City Code of Ordinances is hereby amended to replace the current section entitled “Reserved” to “Maintaining a Disorderly House”, and add the following:

(a) Definitions:

1. <u>Common Disturbance</u> – Improper acts committed which exists for a sufficient length of time, and that disturbs the peace and comfort of a number of orderly

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citizens in the neighborhood. The disturbance must exist for long intervals and have a general effect of disturbing the general peace of the citizens in the neighborhood.

2. Disorderly House – A house in which people abide or to which people resort to the disturbance of the neighborhood or for purposes which are injurious to public morals, health, convenience, or safety.

Section Two. Section 26-2-42 (Reserved) in Chapter 26 (Offenses and Miscellaneous Provisions), Article 2 (Personal Conduct) of the City Code of Ordinances is hereby amended to replace the current section entitled "Reserved" to "Maintaining a Disorderly House" and add the following:

(b) A person who commits the offense of maintaining a disorderly house is an occupant who keeps and maintains, either by himself or herself or others, a common, ill-governed, and disorderly house, to the encouragement of gaming, drinking, or other misbehavior, or to the common disturbance of the neighborhood or orderly citizens.

Section Three. Codification. This Ordinance shall be codified in a manner consistent with the laws of the State of Georgia and the City.

Section Four. Severability.

(a) It is hereby declared to be the intention of the Mayor and Council that all sections, paragraphs, sentences, clauses and phrases of this Ordinance are or were, upon their enactment, believed by the Mayor and Council to be fully valid, enforceable and constitutional.

(b) It is hereby declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Ordinance is severable from every other section, paragraph, sentence, clause or phrase of this Ordinance. It is hereby further declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Ordinance.

(c) In the event that any phrase, clause, sentence, paragraph or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Mayor and Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Ordinance and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and sections of the Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

Section Five. Repeal of Conflicting Ordinances. All ordinances and parts of ordinances in conflict herewith are hereby expressly repealed.

Section Six. Effective Date. The effective date of this Ordinance shall be the date of adoption unless otherwise stated herein.

ORDAINED this _______ day of __________________, 2024.

CITY OF HAPEVILLE, GEORGIA

____

Alan H. Hallman, Mayor

ATTEST:

____

City Clerk

APPROVED BY:

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City Attorney

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STATE OF GEORGIA
CITY OF HAPEVILLE

ORDINANCE NO. ________________

AN ORDINANCE TO AMEND CHAPTER 5 (ALCOHOLIC BEVERAGES), ARTICLE 6 (ON-PREMISES CONSUMPTION) SECTION 10 (OFF-PREMISES AND SPECIAL EVENT LICENSES) OF THE CODE OF ORDINANCES, CITY OF HAPEVILLE, GEORGIA; TO AMEND THE REQUIREMENTS FOR THE ISSUANCE OF AN OFF-PREMISES LICENSE TO LICENSEES WHO PARTICIPATE IN CITY SPONSORED EVENTS; PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND TO PROVIDE FOR OTHER LAWFUL PURPOSES.

WHEREAS, the mayor and council shall have full power and authority to provide for the execution of all powers, functions, rights, privileges, duties and immunities of the city, its officers, agencies, or employees granted by the City of Hapeville's Charter or by state law; and,

WHEREAS, the municipal government of the City of Hapeville (hereinafter "City") and all powers of the City shall be vested in the Mayor and Council. The Mayor and Council shall be the legislative body of the City; and,

WHEREAS, existing ordinances, resolutions, rules and regulations of the City and its agencies now lawfully in effect not inconsistent with the provisions of the City's Charter shall remain effective until they have been repealed, modified or amended; and,

WHEREAS, amendments to any of the provisions of the City's Code may be made by amending such provisions by specific reference to the section number of the City's Code; and,

WHEREAS, every official act of the Mayor and Council which is to become law shall be by ordinance; and,

WHEREAS, the governing authority of the City finds it desirable to change the requirements that govern the issuance of off premises and special event license for licensees that provide alcoholic beverages during City sponsored events.

BE IT, AND IT IS HEREBY ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF HAPEVILLE, GEORGIA THAT:

Section One. Article 6 (On-Premises Consumption), Section 10 (Off-Premises and Special Event Licenses) in Chapter 5 (Alcoholic Beverages), of the City Code of Ordinances is hereby amended to read as follows:

(a) Notwithstanding any other provision of this Code, the city manager may grant a license to permit the off-premises pouring of malt beverages, wine, and liquor under the following terms and conditions:

(1) An off-premises license may only be issued to licensees who hold in good standing an alcohol pouring license issued by the city, and no such licensee shall be permitted to pour any alcoholic beverage off-premises which cannot be lawfully poured on the licensee's premises. Licensees who are seeking issuance of a permit to pour any alcoholic beverage at an off-premises event sponsored by the city shall not be required to hold an alcohol pouring license issued by the city. Such licensee may apply for an off-premises pour permit by complying with all application requirements set forth in subsection (a)(2); and submitting proof that the licensee holds in good standing an alcohol pouring license such that the licensee is authorized to pour alcoholic beverages in the State of Georgia.

(2) An application for an off-premises pouring license shall contain the following information:

a. Name of licensee.
b. Address of licensee.
c. Type of on-premises pouring license held by licensee.
d. Type of off-premises license required by licensee.

(b) Notwithstanding any other provision of this Code, it shall be unlawful for an off-premises licensee to pour any malt beverages, wine, or liquor at any off-premises location without first obtaining an off-premises pouring permit. Such permit may be issued by the city manager for any period up to three days. Any permit for a period longer than three days must be approved by the city council. An off-premises permit may be issued in accordance with the following:

(1) No permit for a particular off-premises location shall be issued if the requested building is a "prohibited location" as set forth in this chapter or state law, or fails to meet all requirements of this chapter and state law for an on-premises pouring outlet.

(2) Unless specifically permitted by the city otherwise, for events such as gallery crawls, it shall be unlawful for any off-premises licensee to sell liquor at an off-premises location unless food is served at the event.

(3) Unless otherwise provided for in this section, all regulations of this code controlling the pouring of alcoholic beverages on premises shall govern the pouring of alcoholic beverages off premises.

(4) The amount of sales sold off premises shall be included in the licensee's gross income figures for the purpose of establishing the amount of the mixed drink taxes due from the licensee to the city.

(c) The city manager may approve up to three special event licenses for an applicant in a single calendar year. Each special event license shall allow alcohol beverage sales for up to 12 days in a single calendar year and can be used no more than two consecutive days per calendar year up to the 12-day limit. In order to qualify to receive such license, the applicant must comply with the following terms and conditions:

(1) The applicant must be licensed for sale of alcoholic beverages by the state;

(2) The application must provide the information requested under subsection (a)(2) above;

(3) All distances and hours of operation requirements set forth for on-premises consumption must be obeyed;

(4) All identification badge requirements must be met; and

(5) An annual license fee, as set out in this chapter, must be paid in full.

(Ord. No. 2017-04 , § 1, 3-21-2017)

Section Two. **Codification.** This Ordinance shall be codified in a manner consistent with the laws of the State of Georgia and the City.

Section Three. Severability.

(a) It is hereby declared to be the intention of the Mayor and Council that all sections, paragraphs, sentences, clauses and phrases of this Ordinance are or were, upon their enactment, believed by the Mayor and Council to be fully valid, enforceable and constitutional.

(b) It is hereby declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Ordinance is severable from every other section, paragraph, sentence, clause or phrase of this Ordinance. It is hereby further declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Ordinance.

(c) In the event that any phrase, clause, sentence, paragraph or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Mayor and Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Ordinance and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and

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sections of the Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

Section Four. **Repeal of Conflicting Ordinances.** All ordinances and parts of ordinances in conflict herewith are hereby expressly repealed.

Section Five. **Effective Date.** The effective date of this Ordinance shall be the date of adoption unless otherwise stated herein.

ORDAINED this _______ day of __________________, 2024.

CITY OF HAPEVILLE, GEORGIA

____

Alan H. Hallman, Mayor

ATTEST:

____

City Clerk

APPROVED BY:

____

City Attorney

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STATE OF GEORGIA
CITY OF HAPEVILLE

ORDINANCE NO. ________________

AN ORDINANCE TO AMEND CHAPTER 5 (ALCOHOLIC BEVERAGES), ARTICLE 1 (LICENSING GENERALLY) SECTION 13 (RENEWAL, SUSPENSION AND/OR REVOCATION) OF THE CODE OF ORDINANCES, CITY OF HAPEVILLE, GEORGIA; TO CHANGE THE APPLICATION DATE AND PAYMENT DEADLINE FOR ALCOHOL LICENSE RENEWALS; PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND TO PROVIDE FOR OTHER LAWFUL PURPOSES.

WHEREAS, the mayor and council shall have full power and authority to provide for the execution of all powers, functions, rights, privileges, duties and immunities of the city, its officers, agencies, or employees granted by the City of Hapeville's Charter or by state law; and,

WHEREAS, the municipal government of the City of Hapeville (hereinafter "City") and all powers of the City shall be vested in the Mayor and Council. The Mayor and Council shall be the legislative body of the City; and,

WHEREAS, existing ordinances, resolutions, rules and regulations of the City and its agencies now lawfully in effect not inconsistent with the provisions of the City's Charter shall remain effective until they have been repealed, modified or amended; and,

WHEREAS, amendments to any of the provisions of the City's Code may be made by amending such provisions by specific reference to the section number of the City's Code; and,

WHEREAS, every official act of the Mayor and Council which is to become law shall be by ordinance; and,

WHEREAS, the governing authority of the City finds it desirable to change the date that license applications and renewal fees shall be due.

BE IT, AND IT IS HEREBY ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF HAPEVILLE, GEORGIA THAT:

Section One. Article 1 (Licensing Generally), Section 13 (Renewal, Suspension and/or Revocation) in Chapter 5 (Alcoholic Beverages), of the City Code of Ordinances is hereby amended to read as follows:

(a) All licenses under this article shall be issued on a calendar-year basis and may be renewable upon payment of the appropriate fee; however, the same may be suspended or revoked at any time by the city manager, in writing and with the reasons set out thereon, as set forth in this Chapter.

(b) Each licensee shall file a written application for renewal with the City Clerk on or before September 15 of each year on forms approved by the Clerk, and the license fee shall be paid in full no later than November 15 of each year.

(c) The application shall be referred to the City Manager.

(d) The City Manager shall grant, or deny for cause, the renewal of any license issued under this article, and shall provide the reasons for such decision to the applicant in writing. Any decision rendered by the City Manager to suspend and/or revoke a license, and/or deny a request for renewal, shall be final unless the applicant files a notice of appeal with the City Clerk to the City council within 14 days of the applicant's receipt of such decision by the City Manager. A hearing before the City Council shall be held not more than 30 days from the date of filing of the applicant's notice of appeal, where the City Council may vote to ratify or reject the City Manager's decision.

(Ord. No. 2017-04 , § 1, 3-21-2017; Ord. No. 2018-07 , § 1, 7-17-2018)

Section Two. **Codification.** This Ordinance shall be codified in a manner consistent with the laws of the State of Georgia and the City.

Section Three. Severability.

(a) It is hereby declared to be the intention of the Mayor and Council that all sections, paragraphs, sentences, clauses and phrases of this Ordinance are or were, upon their enactment, believed by the Mayor and Council to be fully valid, enforceable and constitutional.

(b) It is hereby declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Ordinance is severable from every other section, paragraph, sentence, clause or phrase of this Ordinance. It is hereby further declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Ordinance.

(c) In the event that any phrase, clause, sentence, paragraph or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Mayor and Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Ordinance and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and sections of the Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

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Section Four. **Repeal of Conflicting Ordinances.** All ordinances and parts of ordinances in conflict herewith are hereby expressly repealed.

Section Five. **Effective Date.** The effective date of this Ordinance shall be the date of adoption unless otherwise stated herein.

ORDAINED this _______ day of __________________, 2024.

CITY OF HAPEVILLE, GEORGIA

____

Alan H. Hallman, Mayor

ATTEST:

____

City Clerk

APPROVED BY:

____

City Attorney

4880-5839-0715, v. 1