



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://hapeville.org/562/Agendas-and-Minutes>

May 6, 2025 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. Gallagher 2025 Insurance Renewal

Background:

The City's annual insurance renewal is due. Staff has asked our broker, John Beckett of Gallagher Insurance, to come before council and provide a presentation on our 2025 – 2026 insurance renewal, including factors driving rate increases, City insurance history, and future expectations.

7. PUBLIC HEARING:

7.I. Consideration and Action to Approve the Alcohol Beverage License Request for Ace Package Store, located at 409 N. Central Ave, Hapeville, GA 30354.

Background:

Ace Package Store has completed all the necessary steps in the alcohol license application process and is requesting approval from the Mayor and Council. All departmental reports have been received, and advertising has been completed.

Staff Comments:

Applicant Comments:

Public Comments:

Supporting Document(s):

1. Ace Package Store Alcohol Beverage Application_Redacted
2. City Planner's Report
3. Code Enforcement Report
4. Fire Inspection Report
5. AD478765_Redacted

- 7.II. Consideration and Action to Approve the Alcohol Beverage License Request for Shubh Shloka LLC. **DBA:** ATL Hookah Lounge & Vape, located at 856 Virginia Ave, Hapeville, GA 30354.

Background:

Shubh Shloka LLC. has completed all the steps in the alcohol license application process and is requesting approval from the Mayor and Council. All departmental reports have been received, and advertising has been completed.

Staff Comments:

Applicant Comments:

Public Comments:

Supporting Document(s):

1. ATL Hooksh Lounge & Vape Application_Redacted
2. Menu
3. City's Planner Report
4. Code Enforcement Report
5. Fire inspection Report
6. AD

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 15, 2025, Mayor and Council Meeting Minutes.

Supporting Document(s):

1. Drafted Meeting Minutes 04152025

10. OLD BUSINESS:

11. NEW BUSINESS:

- 11.I. Consideration and Action to Approve Gallagher 2025 Insurance Renewal.

Background:

Staff requests consideration and approval of the City's liability insurance coverage through the Georgia Interlocal Risk Management Agency (GIRMA) for the policy period of May 2025 through April 2026, in the amount of \$644,436.

GIRMA continues to offer the most advantageous rate and provides comprehensive, full-spectrum coverage for municipal operations. The proposed premium reflects an increase of \$44,709 over the previous year, primarily due to higher vehicle insurance costs. Staff is following up on the vehicle inventory to ensure there are no duplications and surplus vehicles have been removed or adjusted. Staff recommends approval of city insurance for the period of May 1, 2025 through April 30, 2026 in an amount not to exceed \$644,436.

Supporting Document(s):

1. 25 26 City of Hapeville Gallagher Renewal Proposal
2. GIRMA Proposal Breakdown
3. GIRMA Quote Proposal
4. 2025 GIRMA Coverage Change Memo & Marketing Brochures
5. 25 26 City of Hapeville CATB To Be Signed
6. 25-26 Hapeville GIRMA Member Comparison

- 11.II. Consideration and Action to Approve the Georgia Power Co. (GPC) Lighting Agreement.

Background:

In December 2023, Council approved an agreement with Georgia Department of Transportation (GDOT) to replace lighting on Exit 74 at Interstate 85. GDOT will install

new lights, and the City will be responsible for ongoing lighting energy costs, repairs, and maintenance. Under separate billing, Georgia Power will include the lighting maintenance and repairs in its monthly cost to the city. GDOT and GA Power are ready to implement this project with an anticipated completion of late 3rd quarter 2025. Attached is the Service Agreement with Georgia Power for Maintenance and Repair for an annual fee of \$11,760.00 per year. Legal has reviewed and approved contract language. Staff requests Council approval of the agreement.

Supporting Document(s):

1. REV 4-24-2025 City of Hapeville - LTMR Agreement Exit 74 Loop Rd.

11.III. Consideration and Action to Approve IGA with Forrest Park Ambulance Equipment.

Background:

The City of Hapeville Fire Department is the provider of ambulance transport for the Emergency Medical Services zone of Hapeville. On occasion, the fire department experiences all transport units being out of service for mechanical issues. In order mitigate service interruptions to our community, The City of Hapeville Fire Department has partnered with The City of Forest Park Fire and Emergency Services to allow Hapeville to use a Forest Park ambulance in situations where no Hapeville ambulances are in service. This intergovernmental agreement serves to hold harmless the City of Forest Park of any liability that may result in The City of Hapeville using one or more of their ambulances or a fire engine if necessary.

Supporting Document(s):

1. 2025-5-1 -- Ambulance Rental Agreement

11.IV. Consideration and Action to Approve a Resolution establishing the Holiday and Vacation Buy-Back Program.

Background:

A holiday / vacation buy-back plan is a policy that allows eligible employees to sell back their unused holiday and vacation days to the employer in exchange for cash. This arrangement can provide employees with additional financial benefits while allowing the organization to manage holiday and vacation liabilities and ensure staffing needs are met. Human Resources is proposing to create a buy-back plan where employees will now be able to utilize this benefit. The plan would be administered by the Human Resources Manager and done through payroll processing. We respectfully request the approval of the attached resolution and buy-back form. Once approved, the policy will become part of the City's Employee Handbook.

Supporting Document(s):

1. Policy for Holiday and Vacation Leave Buy-Back
2. Holiday and Vacation Buy-Back Request Form
3. Resolution - Holiday and Vacation Buy Back Program LCR 4.21.25 v.2 (003)

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.

Alcohol Beverage License Application

Instructions: This application must be typed or printed legibly and executed under oath. Each question must be fully answered. If space provided is not sufficient to answer the question please use a separate sheet of paper.

Holding an alcohol beverage license with the City of Hapeville is a privilege.

☒ New

☐ Amended

Date: 3/5/2025

Contact Name: Dashrathbhai Patel Phone: [REDACTED]

Business/Trade Name: 409 Krishna LLC, D.B.A - Ace Package store

D/B/A: Ace Package store

Email: [REDACTED]

Emergency Contact Name: Jaymin Patel Phone: [REDACTED]

Business Address: 409 N. Central Ave, Hapeville, GA 30354

TYPE OF BUSINESS

- ☐ Convenience Store
- ☐ Grocery Store
- ☐ Hotel/Motel
- ☒ Package Store
- ☐ Manufacturer

- ☐ Specialty Beverage Store
- ☐ Restaurant
- ☐ Restaurant under 2,000 Sq. Ft.
- ☐ Wholesale
- ☐ Other: _____

TYPE OF LICENSE AND FEES

Retail	
☐ Beer/Wine	\$3,150.00
☒ Package	\$5,000.00

On-Premise Consumption	
☐ Beer/Wine	\$3,150.00
☐ Beer/Wine/Liquor	\$5,000.00

Wholesale/Manufacturer	
☐ Beer/Wine	\$3,150.00
☐ Beer/Wine/Liquor	\$5,000.00

On-Premise Consumption below 2,000 Sq. Ft.

- ☐ Beer \$750.00
- ☐ Wine \$750.00
- ☐ Liquor \$1600.00

APPLICANT INFORMATION

Please submit a passport photograph of owner(s) with completed application.

Full Name: Dashrathbhai Manilal Patel Date of Birth: [REDACTED]
Current Address: [REDACTED] McDonough, GA 30252

Spouse Name: Shardaben Patel

Address of Applicant (if different for the past 5 years):

Name and Location of Employers for the last five years: _____
MASP LLC
7385 - Hannover Pkwy, Stockbridge, GA - 30281

Have you been arrested in the last five years? ☐ Yes ☒ No (If yes, explain)

Has your spouse been arrested in the last five years? ☐ Yes ☒ No (If yes, explain) _____

BUSINESS INFORMATION

Type of business entity: ☐ Sole Proprietorship ☐ Partnership ☒ Corporation ☐ Other

Has an Occupational Tax Certificate been obtained and paid for said business? ☐ Yes ☐ No (If not issued by the City of Hapeville please include a copy with application.)

Federal Tax ID Number: 33-2158408 State Tax ID Number: 20302177625

Do you own the property? ☐ Yes ☒ No (If no, please provide name, address, and contact number for the landlord. A copy of the Lease must be attached to this application.) _____

Name each person(s) having a financial interest in the Establishment.

Full Name	Position	Social Security Number	Address	% of Interest
<u>Dashrathbhai Patel</u>	<u>owner / manager</u>	<u>[REDACTED]</u>	<u>[REDACTED]</u> <u>McDonough, GA</u>	<u>100 %</u>

Have you or anyone with interest in the establishment ever or do you currently hold an alcohol beverage license with any other municipality, county, or state? ☐ Yes ☒ No

If so, have you or anyone holding interest in the establishment ever been placed on probation or had your license revoked? ☐ Yes ☒ No (If yes, please explain on separate sheet of paper and attach hereto.)

Provide name, address, Social Security Number, and phone number for each Manager if different from owner. A passport photograph, Personnel Statement, and Background Check must be submitted for each manager.

Full Name	Social Security Number	Address	Phone Number
1			

BUSINESS SPECIFIC INFORMATION

County Tax Parcel ID _____ Zoning District _____

Nearest Intersection: North central Ave - Lavista Dr.

Building Square Footage: 5900 sqft Business Square Footage (if not using entire building): _____

Patio/Outdoor Dining Square Footage (if applicable): N/A

Number of Parking Spaces for business? (Attach site plan showing designated, striped parking and lighting)

over 50+

If shared parking, detail of how many are dedicated to the business and details of other businesses sharing parking (addresses). It is in a plaza and all business

have share parking. its is over 50+ parking.

Hours/days of operation: Monday to Saturday = 10 a.m - 11 p.m

Sunday = 12:30 pm - 9:30 p.m

Description of adjacent properties (residential/commercial) _____

It is a commercial plaza.

If application is for Retail Sale, attach a surveyor's certificate containing the following information:

- ☐ A scale drawing of the building and/or proposed building
- ☐ The proposed off-street parking facilities available to the building and all outdoor lighting on the premises
- ☐ The exact location of the business, including street address, ward, and county tax map number
- ☐ Current zoning classification of the location
- ☐ The distance from the business to each of the following: the nearest school, church building, and the nearest alcoholic treatment center owned and operated by state, county or municipality.

VERIFICATION OF APPLICATION

I hereby make application for an Alcohol Beverage License for the City of Hapeville. I understand that holding this license is a privilege. I do hereby affirm and swear that the information provided herein is true, complete and accurate, and I understand that any inaccuracies may be considered just case for invalidation of this application and any action taken on this application. I understand the City of Hapeville reserves the right to

enforce any and all ordinances regardless of payment of license fee and further that it is my/our responsibility to conform with said ordinances in full. I hereby acknowledge that all requirements shall be adhered to. I can read the English language and I freely and voluntarily have completed this application. I understand that it is a felony to make false statements or writings to the City of Hapeville pursuant to O.C.G.A. §16-10-20.

D.M. Patel

Signature of Applicant or Agent

Dashrathbhai M. Patel

Print or Type Name

I certify that Dashrathbhai Manilal Patel (name of applicant) personally appeared before me, and that he signed his name to the foregoing statements and answers made therein, and under oath, has sworn that said statements and answers are true.

This 20 day of March, 2025.

[Signature]
Notary Public

My commission expires on: 5/14/2026





Planning & Zoning Form

Date: April 8, 2025

Business Name: 409 Krishna LLC dba Ace Package Store

Business Address: 409 N. Central Ave, Hapeville, GA 30354

Business Owner: Dashrathbhai Patel

Building Square Footage: Total floor area 23,000 square feet.

Square footage of Business Unit: 5,900 square feet.

Will the establishment provide patio/outdoor dining? No

Number of Parking Spaces Provided: listed as 50+. Shared parking. Proposed business requires 18 spaces.

STAFF USE ONLY

Zoning Classification: U-V, Village Sec. 93-11.2.3 Permitted uses. The permitted uses section does not address package stores as either a permitted or non-permitted use. A package store is interpreted as a retail use.

Are there variances approved for this property? Unknown

Does the proposed use require a Conditional Use Permit? No

Number of parking spaces required by zoning: U-V zoning requires three parking spaces per 1,000 sf of enclosed commercial/office/floor area. With an approximate floor area of 5,900 sf, 18 spaces are required.

Staff Recommendation: The application complies with the criteria of Sec. 5-1-4, Sec. 5-3-4, 5-5-4 and Sec. 93-11.2.3 and is approved for zoning compliance.

Additional Comments/Conditions of Approval: The location falls outside the restricted areas for churches, schools and school grounds, and college campuses.

Zoning Compliance

Zoning Classification: U-V, Village Sec. 93-11.2.3 Permitted uses. The permitted uses section does not address package stores as either a permitted or non-permitted use.

U-V Zoning permitted uses allow for (3) Retail; sales, with a maximum floor area of 6,000 square feet. The floor area is approximately 6,000sf and therefore complies with the standards for retail in the U-V Zone.

Alcoholic Beverage Ordinance Compliance

Sec. 5-1-4. - General application requirements.

- (10) Surveyor's certificate. All applicants seeking a retail package or beer/wine store license shall be required to submit a current certificate from a registered surveyor with their application. All other applicants shall be required to submit such certificate upon request by the city manager. The surveyor's certificate shall contain the following information:
- a. A scale drawing of the **building** and/or proposed **building**, as situated on the proposed lot.
 - b. The proposed off street parking facilities available to the **building** and all outdoor lighting on the premises.
 - c. The exact location of the business, including street address, ward, and county tax map number.
 - d. Current zoning classification of the location.
 - e. The distance from the business to each of the following: the nearest **school building**, school ground or college campus, and the nearest alcoholic treatment center owned and operated by the state or any county or municipal government therein.
 - f. A survey shall be required for businesses licensed July 1, 1981, or before, however no such license will be denied based upon a failure to meet the distance requirements as set forth under O.C.G.A. § 3-3-21.

Sec. 5-3-4. - Standards for approval, denial, renewal, suspension, or revocation.

The city manager and the city council in making determinations and recommendations on an alcohol license application, request, revocation, suspension and/or renewal, shall be guided by the following factors:

- (1) The nature of the neighborhood immediately adjacent to the subject location, that is, whether the same is predominantly residential, industrial or business.

The neighborhood immediately adjacent is a mix of commercial, institutional and residential uses – consistent with U-V which seeks to promote retail and related commercial uses.

- (2) The proximity of school grounds, school buildings, college campuses, and alcoholic treatment centers owned and operated by the state or any county or municipal government therein.

The location from the nearest school/school grounds is shown to be farther than the required 200 yards from school/school grounds and 100 yards from a church (O.C.G.A 3-3-21) as measured by a reasonable travel route.

- (3) Whether the subject location has adequate off street parking facilities or other parking available for its patrons.

U-V zoning requires three parking spaces per 1,000 sf of enclosed commercial/office/floor area. This would require 18 spaces. There are approximately 86 shared spaces on site thus meeting the requirement of the ordinance.

- (4) Whether the location would tend to increase and promote traffic congestion and resulting hazards therefrom.

There is an existing package store at this location, which is located on a commercial corridor (US 19&41). There is no indication the location will increase traffic congestion or hazards in an inordinate manner.

Sec. 5-5-4. - Prohibited locations.

It shall be prohibited to obtain a license for a package store within the following areas of the city:

- (1) Within any residential zoning district or other prohibited zoning district as set out in the zoning ordinance.
- (2) Within a measured 100 yards of any church building.
- (3) Within a measured 100 yards of any alcoholic treatment center owned and operated by the state or any county or municipal government therein.
- (4) Within a measured 200 yards of any school building, school ground, or college campus

The business is approximately 338 yards from the package store to the St. Johns School located on Sunset and King Arnold. It is compliant.

Code Enforcement Office
700 Doug Davis Drive
Hapeville, GA 30354



Office 404-669-2123
Fax 404-669-2140

Alcohol Establishment Code Enforcement Inspection

Date: 03/27/2025

Business Name: Ace package store

Address: 409 N. Central, ave, Hapeville GA 30354

Exterior Observations:

Condition of Signage: Satisfactory

Window Signage & Visibility: Satisfactory

Condition of Property: Satisfactory

Exterior Illumination: ☐ Low Level ☐ Moderate Level ☒ High Level

Employee ID Badges: ☒ In Compliance ☐ Non-Compliant ☐ N/A (in progress)

Interior Observations:

Alcohol License ☒ In Compliance ☐ Non-Compliant ☐ Not issued

Interior Illumination: ☐ Low Level ☐ Moderate Level ☒ High Level

☐ Unknown

Cameras: ☒ In Compliance ☐ Non-Compliant ☐ N/A

(in-progress)

Broken Packages: ☐ In Compliance ☐ Non-Compliant ☒ N/A

Traffic Considerations:

Private Property Accidents 4 Notes: N/A

COMPLIANCE: Please correct the code violations within N/A days from receipt of this notice to be considered for an Alcohol License.

RIGHT TO APPEAL: Appeals are made thru the ARB, City of Hapeville Mayor and Council by contacting City Hall at 404-669-2100. Non-compliance may result in a Court Citation.

Additional Violations Noted: N/A

History:

Law Enforcement: 61 calls Code Enforcement: 19 calls

Inspector's Signature

A. OFORI.

Inspection No:	
Inspection Date:	03/18/2025
Inspection Time:	0.46
Inspected By:	Pildner, William

**CITY OF HAPEVILLE FIRE DEPARTMENT
FIRE INSPECTION REPORT**



Inspection and Compliance Orders				
Facility:	Ace Package		Address:	409 North Central Avenue
Phone:	678-308-6185			
Fax:			City:	City of Hapeville
Email:	neetaridol@yahoo.com		State:	GA
			Postal Code:	30354
Primary Contact				
Contact:	Patel, Dashrathbhai		Work:	
Email:	neetaridol@yahoo.com		Cell:	678-308-6185

Inspection Type:	Re-Inspection
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Violation Code	Days to Correct*	Violation	Notes	Location
605.6		Open junction boxes and open-wiring splices shall be prohibited. Approved covers shall be provided for all switch and electrical outlet boxes.		

Inspection Notes:
All violations have been corrected. Inspection passed.

Inspector : William Pildner	WCP

* Number of days to correct from date inspected.

A variance procedure is available. Please contact the inspector named for further assistance with this or any other matter.

TIMES JOURNAL, INC.
P.O. BOX 1633
ROME GA 30162-1633
(770)795-3050

ORDER CONFIRMATION

Salesperson: EDDIE PORTER

Printed at 04/17/25 12:43 by eport-tj

Acct #: 249078

Ad #: 478765

Status: New

DASHRATHBHAI PATEL
409 NORTH CENTRAL AVENUE
HAPEVILLE GA 30354

Start: 04/23/2025 Stop: 04/30/2025
Times Ord: 2 Times Run: ***
LEGLV 1.00 X 2.14 Words: 66

Total LEGLV 2.14
Class: 9010 ALCOHOLIC BEVERAGES
Rate: FABL Cost: 510.00
Affidavits: 1

Ad Descrpt: FN2199 ACE PACKAGE STORE
Descr Cont: FN2199 GPN02 RETAIL APPLI
Given by: *

Contact:

Phone:

Fax#:

Email:

Agency:

P.O. #:
Created: eport 04/17/25 12:28
Last Changed: eport 04/17/25 12:42

PUB ZONE EDT TP RUN DATES
SFUL A 95 S 04/23,30

PAYMENTS:

-- 04/17/2025 510.00 VI *****8981 00948G[642542162]

AUTHORIZATION

Under this agreement rates are subject to change with 30 days notice. In the event of a cancellation before schedule completion, I understand that the rate charged will be based upon the rate for the number of insertions used.

Name (print or type)

Name (signature)

FN2199
GPN02
RETAIL

APPLICATION HAS
BEEN MADE BY ACE
PACKAGE STORE,
OWNER DASHRATHB-
HAI PATEL, AT 409
NORTH CENTRAL AV-
ENUE, HAPEVILLE,
GA 30354 FOR THE IS-
SUANCE OF A 2025 AL-
COHOL RETAIL OF
BEER, WINE AND
PACKAGE. A PUBLIC
HEARING WILL BE
HELD BY HAPEVILLE
MAYOR AND COUNCIL
ON MAY 6, 2025, AT 6:00
PM, AT HAPEVILLE
MUNICIPAL COMPLEX
AT 700 DOUG DAVIS
DRIVE, HAPEVILLE,
GEORGIA 30354.
4:23,30ep

Alcohol Beverage License Application

Instructions: This application must be typed or printed legibly and executed under oath. Each question must be fully answered. If space provided is not sufficient to answer the question please use a separate sheet of paper.

Holding an alcohol beverage license with the City of Hapeville is a privilege.

Date: 03-30-25 Dem ☒ New ☐ Amended

Contact Name: Dhananjay C Phone: [REDACTED]

Business/Trade Name: Shubh Shloka LLC

D/B/A: ATL Hookah Lounge & Vape

Email: [REDACTED]

Emergency Contact Name: AJ Patel Phone: [REDACTED]

Business Address: 856 Virginia Ave, Hapeville, ga. 30354 suit: B

TYPE OF BUSINESS

- | | |
|--|--|
| ☐ Convenience Store | ☐ Specialty Beverage Store |
| ☐ Grocery Store | ☐ Restaurant |
| ☐ Hotel/Motel | ☒ Restaurant under 2,000 Sq. Ft. |
| ☐ Package Store | ☐ Wholesale |
| ☐ Manufacturer | ☐ Other: _____ |

TYPE OF LICENSE AND FEES

	Retail	On-Premise Consumption	Wholesale/Manufacturer
☐ Beer/Wine	\$3,150.00	☐ Beer/Wine \$3,150.00	☐ Beer/Wine \$3,150.00
☐ Package	\$5,000.00	☐ Beer/Wine/Liquor \$5,000.00	☐ Beer/Wine/Liquor \$5,000.00

On-Premise Consumption below 2,000 Sq. Ft.

- | | |
|--|-----------|
| ☒ Beer | \$750.00 |
| ☒ Wine | \$750.00 |
| ☒ Liquor | \$1600.00 |

APPLICANT INFORMATION

Please submit a passport photograph of owner(s) with completed application.

Full Name: Dhananjay C. Upadhyay Date of Birth: [REDACTED]

Current Address: [REDACTED], Hapeville, Ga. 30354.

Spouse Name: Avantika D. Upadhyay

Address of Applicant (if different for the past 5 years):
Same.

Name and Location of Employers for the last five years: _____

Have you been arrested in the last five years? ☐ Yes ☒ No (If yes, explain) _____

Has your spouse been arrested in the last five years? ☐ Yes ☒ No (If yes, explain) _____

BUSINESS INFORMATION

Type of business entity: ☐ Sole Proprietorship ☐ Partnership ☒ Corporation ☐ Other

Has an Occupational Tax Certificate been obtained and paid for said business? ☒ Yes ☐ No (If not issued by the City of Hapeville please include a copy with application.)

Federal Tax ID Number: 99-3222858 State Tax ID Number: 20299222711

Do you own the property? ☐ Yes ☒ No (If no, please provide name, address, and contact number for the landlord. A copy of the Lease must be attached to this application.) _____

Name each person(s) having a financial interest in the Establishment.

Full Name	Position	Social Security Number	Address	% of Interest
Dhananjay C.	owner	[REDACTED]	[REDACTED] Ave, Hapeville.	100%

Have you or anyone with interest in the establishment ever or do you currently hold an alcohol beverage license with any other municipality, county, or state? ☐ Yes ☒ No

If so, have you or anyone holding interest in the establishment ever been placed on probation or had your license revoked? ☐ Yes ☒ No (If yes, please explain on separate sheet of paper and attach hereto.)

Provide name, address, Social Security Number, and phone number for each Manager if different from owner. A passport photograph, Personnel Statement, and Background Check must be submitted for each manager.

Full Name	Social Security Number	Address	Phone Number
Dhananjay - C	[REDACTED]	[REDACTED] Hapeville	[REDACTED]

BUSINESS SPECIFIC INFORMATION

County Tax Parcel ID _____ Zoning District _____

Nearest Intersection: Virginia Ave, Doug Davis, one clay place.

Building Square Footage: 1790 Business Square Footage (if not using entire building): _____

Patio/Outdoor Dining Square Footage (if applicable): None

Number of Parking Spaces for business? (Attach site plan showing designated, striped parking and lighting)

11 Eleven.

If shared parking, detail of how many are dedicated to the business and details of other businesses sharing parking (addresses). N/A

Hours/days of operation: 10 to 10 = 12 hr 7day's.

Description of adjacent properties (residential/commercial) Commercial.

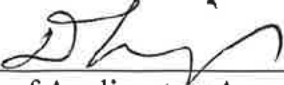
If application is for Retail Sale, attach a surveyor's certificate containing the following information:

- ☐ A scale drawing of the building and/or proposed building
- ☐ The proposed off-street parking facilities available to the building and all outdoor lighting on the premises
- ☐ The exact location of the business, including street address, ward, and county tax map number
- ☐ Current zoning classification of the location
- ☐ The distance from the business to each of the following: the nearest school, church building, and the nearest alcoholic treatment center owned and operated by state, county or municipality.

VERIFICATION OF APPLICATION

I hereby make application for an Alcohol Beverage License for the City of Hapeville. I understand that holding this license is a privilege. I do hereby affirm and swear that the information provided herein is true, complete and accurate, and I understand that any inaccuracies may be considered just cause for invalidation of this application and any action taken on this application. I understand the City of Hapeville reserves the right to

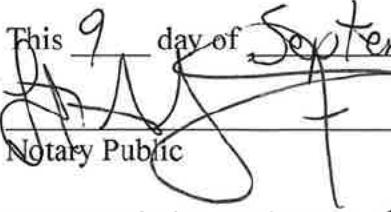
enforce any and all ordinances regardless of payment of license fee and further that it is my/our responsibility to conform with said ordinances in full. I hereby acknowledge that all requirements shall be adhered to. I can read the English language and I freely and voluntarily have completed this application. I understand that it is a felony to make false statements or writings to the City of Hapeville pursuant to O.C.G.A. §16-10-20.

 ←
Signature of Applicant or Agent

Dhnanjay Upadhyay
Print or Type Name

I certify that Dhnanjay Upadhyay (name of applicant) personally appeared before me, and that he signed his name to the foregoing statements and answers made therein, and under oath, has sworn that said statements and answers are true.

This 9 day of September, 2024.


Notary Public

My commission expires on: 5/14/2026



ATL Hookah Lounge

404-941-9562

MENU

APPETIZERS

Fries	\$2.99	Okra	\$3.99
w/Cheese	\$3.99	Onion Rings	\$3.99
Jalapeno Popper's	\$3.49		
Mozarella Sticks	\$3.99		

ATL CRAVINGS

Buffalo Chicken Sandwich	\$6.49
Cheese Burger	\$6.49
Chicken Tenders	\$6.49
Chicken Tenders Wrap	\$6.99
Crispy Chicken Sandwich	\$6.99
Grill Chicken Sandwich	\$6.99

WING'S

6 piece	\$7.99
10 piece	\$10.99
20 piece	\$20.99

DRINK IT UP

Bottle Water	\$2.99
Energy Drink	\$2.99
Soda Bottle	\$2.99
Soda Can	\$1.49

VEGETARIAN

Samosa Dish	\$6.99
Vegi Sandwich	\$6.99
Vegi Pizza Medium Size	\$10.99



10% Discount with Airport I.D.

856 Virginia Ave | Hapeville, GA 30354



Alcohol License Establishment Planning & Zoning Review

Date: 04/30/2025

Business Name: ATL Hookah Lounge & Vape

Business Address: 856 Virginia Ave, Hapeville, GA 30354

Contact Name: Dhananjay.c

Building Square Footage: not provided

Square footage of Business Unit: 1790 SF

Will the establishment provide patio/outdoor dining? None

Number of Parking Spaces Provided: 11 spaces indicated on application. No site plan for parking provided.

STAFF USE ONLY

Zoning Classification: U-V, Urban Village

Permitted uses: Restaurants

Are there variances approved for this property? No known variances.

Does the proposed use require a Conditional Use Permit? No.

Number of parking spaces required by zoning: U-V , Village Zoning requires 3 parking spaces per 1000 SF or 6 parking spaces. Per the application, the number of parking spaces is compliant.

Hours Proposed: The alcohol application states 10 to 10, 7 days per week, however, the occupational tax permit states 12p to 10p Monday through Thursday and 2pm to 12a Friday and Saturday. The applicant should clarify hours.

Staff Comments: The business has an occupational tax permit approved as a restaurant. All requirements for serving alcohol as a restaurant must be met. In addition, the applicant should review and must adhere to all alcohol requirements, including "specials" and "happy hours".

Sec. 5-3-4. – Standards for approval, denial, renewal, suspension, or revocation.

The city manager and the city council in making determinations and recommendations on an alcohol license application, request, revocation, suspension and/or renewal, shall be guided by the following factors:

- (1) The nature of the neighborhood immediately adjacent to the subject location, that is, whether the same is predominantly residential, industrial or business.

There are no residential properties immediately adjacent to the property. Across Virginia Avenue, Virginia Park is a quiet single family neighborhood with a playground located on Virginia Avenue/Hamilton Streets.

- (2) The proximity of school grounds, school buildings, college campuses, and alcoholic treatment centers owned and operated by the state or any county or municipal government therein.

There is no school in close proximity to the property, however, state and local law does not have a distance requirement for on-premise consumption.

- (3) Whether the subject location has adequate off street parking facilities or other parking available for its patrons.

No site plan showing parking location has been provided. The number of parking spaces listed on the application is 11. There are additional striped on-street parking spots provided along Doug Davis Drive.

- (4) Whether the location would tend to increase and promote traffic congestion and resulting hazards therefrom.

There may be an increase in traffic, though congestion is unlikely.

Sec. 5-6-3. – On-premises consumption regulations generally.

The following regulations shall apply to licensed on-premises consumption establishments:

- (1) No licensee shall advertise or promote in any way, whether within or without the licensed premises, any of the practices prohibited under this article.
- (2) No pouring of liquor, malt beverages, or wine, or any other on-premises alcohol service shall be permitted between the hours of 12:00 a.m. and 8:00 a.m. for licensed establishments whose property lines abut an area zoned residential, and 2:00 a.m. and 8:00 a.m. for all others. Except for bed and breakfasts and hotels, all patrons shall vacate such licensed establishments whose property lines abut an area zoned residential no later than 12:45 a.m., and 2:45 a.m. for all others. For purposes of this subsection, “residential” shall mean any parcel of land designated for use as a single or multifamily dwelling and duplexes.
- (3) No pouring of liquor, malt beverages, or wine, or any other on-premises alcohol service shall be permitted on Sundays between the hours of 8:00 a.m. and 11:00 a.m.
- (4) In no event shall drinks be mixed or sold, nor malt beverages sold, during the prohibited hours, based upon the timely sale of tickets, chits, decanters or other devices.
- (5) On-premises consumption licensees may sell malt beverages by the pitcher, or wine by the bottle or decanter.

- (6) Hotels shall have the privilege of granting franchises for the operation of a lounge or restaurant in their premises, provided the hotel and the franchisee meet all the requirements of this chapter.
- (7) No provision of this section shall be construed to prohibit a licensee from offering free food or entertainment at any time; or to prohibit the licensee from including an alcoholic beverage as a part of a meal package; or to prohibit the sale or delivery of wine by the bottle or carafe when sold with meals; or to prohibit any bed and breakfast, hotel or motel from offering room service or a complimentary social hour to its registered guests.
- (8) It shall be unlawful for any person to employ knowingly in any pouring outlet in any capacity whatsoever, including performers, entertainers and musicians, any person who has plead guilty or has been convicted of soliciting for prostitution, pandering, letting premises for prostitution, keeping a disorderly place, illegally dealing in drugs, sex offenses or for any charge relating to the manufacture or sale of intoxicating liquors, other alcohol related offenses or for violations of local other jurisdictions ordinances regarding alcoholic beverages within the last five years prior to the application.
- (9) The state law and regulations relating to the sale of beer, wine, and distilled spirits, as revised, promulgated by the state department of revenue, and especially as related to retail sale for consumption on premises are hereby incorporated into and made a part of this article as if fully set out in this section.
- (10) All on-premises consumption licenses shall collect and pay a tax of three percent on the sale of alcoholic beverages by the drink in the city in accordance with chapter 17, article 6 of the Hapeville Code of Ordinances.
- (11) No licensee or employee or agent of a licensee shall engage in any of the following practices in connection with the sale or other disposition of alcoholic beverages for consumption on the premises:
 - a. The giving away of any alcoholic beverage in conjunction with the sale of any other alcoholic beverage;
 - b. The sale of two or more alcoholic beverages for a single price, including the sale of all such beverages a customer can or desires to drink at a single price;
 - c. The sale or serving of two or more alcoholic beverages at substantially the same price customarily charged for one such alcoholic beverage;
 - d. Requiring or allowing the purchase of a second or subsequent alcoholic beverage at the same time another alcoholic beverage is purchased or before the first such beverage has been substantially consumed, by any one person;
 - e. The sale or delivery to any person or group of persons of an unlimited number of alcoholic beverages during any set period of time for a fixed price, except at private functions not open to the public; or
 - f. Increase the volume of alcohol contained in a drink without increasing proportionately the price regularly charged for such alcoholic beverage.

Zoning Compliance

Zoning Classification: U-V, Urban Village. The business has an occupational tax permit to operate as a restaurant which is a permitted use in the U-V, Urban Village Zoning District.

Code Enforcement Office
700 Doug Davis Drive
Hapeville, GA 30354



Office 404-669-2123
Fax 404-669-2140

Alcohol Establishment Code Enforcement Inspection

Date: 03/27/2025

Business Name: ATL hookah lounge & vape

Address: 856 Virginia, Ave, Hapeville GA 30354

Exterior Observations:

Condition of Signage: Satisfactory

Window Signage & Visibility: Satisfactory

Condition of Property: Satisfactory

Exterior Illumination: ☐ Low Level ☐ Moderate Level ☒ High Level

Employee ID Badges: ☐ In Compliance ☐ Non-Compliant ☒ N/A (in progress)

Interior Observations:

Alcohol License ☐ In Compliance ☐ Non-Compliant ☒ Not issued

Interior Illumination: ☐ Low Level ☐ Moderate Level ☒ High Level

Cameras: ☒ In Compliance ☐ Non-Compliant ☐ N/A

(in-progress)
Broken Packages: ☐ In Compliance ☐ Non-Compliant ☒ N/A

Traffic Considerations:

Private Property Accidents 4 Notes: N/A

COMPLIANCE: Please correct the code violations within N/A days from receipt of this notice to be considered for an Alcohol License.

RIGHT TO APPEAL: Appeals are made thru the ARB, City of Hapeville Mayor and Council by contacting City Hall at 404-669-2100. Non-compliance may result in a Court Citation.

Additional Violations Noted: N/A

History:

Law Enforcement: 85 calls Code Enforcement: 9 calls

Inspector's Signature

A. OFORI.

Inspection No:	IEX25-020
Inspection Date:	03/14/2025
Inspection Time:	0.2
Inspected By:	Brown, Jennifer

CITY OF HAPEVILLE FIRE DEPARTMENT FIRE INSPECTION REPORT



Inspection and Compliance Orders				
Facility:	ATL Hookah Lounge & Vape		Address:	856 Virginia Avenue #B
Phone:	404-941-9562			
Fax:			City:	City of Hapeville
Email:			State:	GA
			Postal Code:	30354
Primary Contact				
Contact:	Patel, A. J.		Work:	
Email:			Cell:	706-207-7524

Inspection Type:	Alcohol Review Inspection
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Violation Code	Days to Correct*	Violation	Notes	Location
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Inspection Notes:
Business is neat and clean. All exits are free and clear for egress. - All exit signs are in good working order. - Emergency light in good working order that is attached to the exit sign at the front entrance of the establishment. - All fire extinguishers are in good standing. ABC's (August 2024) & Class K (February 2024). - smoke detectors are present and in good working order. - Hood suppression system in good standing: (February 2025) -Vent hood suppression in good standing: (February 2025) Business meets all code requirements and satisfies the Fire Marshal's office. **PASSED**

* Number of days to correct from date inspected.

A variance procedure is available. Please contact the inspector named for further assistance with this or any other matter.

PUBLISHER'S AFFIDAVIT

STATE OF GEORGIA
COUNTY OF FULTON
Re: 478023

Before me, the undersigned, a Notary Public, this day personally came Eddie Porter who, being duly sworn, according to law, says they are an agent of Times Journal Inc., publishers of the **South Fulton Neighbor**, the official newspaper published in Atlanta, GA, in said county and state, and that the publication, of which the annexed is a true copy, was published in said newspaper as provided by law on the following dates :
04/23/2025



Eddie Porter



Kaweemah Williams - Notary Public



Subscribed and sworn to before me this 23rd day of April, 2025

On Premise Consumption Application has been made by Shubhshloka LLC, Owner Dhananjay Upadhyay, at 856 Virginia Ave, Hapeville, GA 30354 for the issuance of a 2025 Alcohol Beverage On-Premises Consumption of Beer, Wine and Liquor. A Public Hearing will be held by Hapeville Mayor and Council on May 6, 2025, at 6:00 PM, at Hapeville Municipal Complex at 700 Doug Davis Drive, Hapeville, Georgia 30354.



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://hapeville.org/562/Agendas-and-Minutes>

April 15, 2025 6:00 PM

MINUTES

1. **CALL TO ORDER:** by Mayor Hallman at 6:05 PM
2. **ROLL CALL:** All members of the Council were present, thereby constituting a quorum.
 - ☒ Alan Hallman
 - ☒ Mike Rast
 - ☒ Brett Reichert
 - ☒ Mark Adams
 - ☒ Chloe Alexander
3. **WELCOME:** Mayor Hallman welcomed all to the April 15th meeting.
4. **PRESENTATIONS:**
 - 4.I. Life-Saving Award, *Presented by Fire Chief Nick Condrey*

At the last City Council meeting, Fire Chief Nick Condrey recognized six members of the Hapeville Fire Department with the Life Saving Award for their heroic response during a critical medical emergency on January 21, 2025. Their advanced medical training, rapid decision-making, and high-quality CPR were instrumental in saving the life of a 40-year-old female who had gone into cardiac arrest after suffering a seizure. The patient later recovered and was discharged from the ICU.

The following personnel were honored with the Life Saving Award:

- Firefighter Michael Johnson
- Firefighter Chris Hansford
- Lieutenant Matthew Brown
- Firefighter Chandara Sam
- Firefighter Robert Shellabarger
- Battalion Chief Mike Donaldson

Chief Condrey praised the team's exceptional dedication, noting that while these professionals do not seek recognition, their efforts deserve to be publicly acknowledged. He also extended appreciation to all members of Hapeville's public safety departments, including fire, police, EMS, public works, and telecommunications, emphasizing the collaborative effort required in such life-saving operations.

- 4.II. 2025 Main Street Update, *Presented by Main Street and Grants Coordinator Nikki Cales*

Main Street and Grants Coordinator Nikki Cales presented an update to the Mayor and Council on the Hapeville Main Street Program. She reported on recent accomplishments and outlined upcoming initiatives aligned with the National Main Street Approach, which emphasizes Economic Vitality, Design, Organization, and Promotion.

5. **PUBLIC HEARING:** There were no public hearing items at this meeting.
6. **QUESTIONS ON AGENDA ITEMS:** There were no questions on agenda items at this meeting.
7. **CONSENT AGENDA:**
 - 7.I. Consideration and Action to Approve April 1, 2025, Mayor and Council Meeting Minutes.
 - 7.II. Consideration and Action to Approve April 1, 2025, Executive Session Meeting Minutes.

MOTION: Councilman Adams motioned to approve the consent agenda; Councilman Alexander provided a second. **The motion carried with a vote of 3-0**, with Alderman Rast abstained his vote due to his absence from the April 1st meeting.
8. **OLD BUSINESS:** There were no old business items at this meeting.
9. **NEW BUSINESS:**
 - 9.I. Consideration and Action to enter into an agreement with the state of Georgia for the Bright from the Start Summer Food Service Program, and to nominate Ashley Moody as Delegated Principal, and acceptance by Ashley Moody of this position as Principal.

MOTION: Alderman Rast motioned to approve entering into an agreement with the state of Georgia for the Bright from the Start Summer Food Service Program, and to nominate Ashley Moody as Delegated Principal, and acceptance by Ashley Moody of this position as Principal; Councilman Alexander provided a second. **The motion carried with a vote of 4-0.**
 - 9.II. Consideration and Action to Approve Arbor Day Resolution. **Resolution 2025-04**

MOTION: Councilman Alexander motioned to approve the Arbor Day Resolution (**Resolution 2025-04**); Councilman Adams provided a second. **The motion carried with a vote of 4-0.**
 - 9.III. Consideration and Action to Approve Georgia Cities Week Resolution. **Resolution 2025-05**

MOTION: Alderman Rast motioned to approve the Georgia Cities Week Resolution (**Resolution 2025-05**); Councilman Reichert provided a second. **The motion carried with a vote of 4-0.**
 - 9.IV. Consideration and Action to approve American Ramp Company for an amount not to exceed \$165,000 for the design and construction of a bicycle pump track in John Lewis Park.

MOTION: Alderman Rast motioned to approve the American Ramp Company for an amount not to exceed \$165,000 for the design and construction of a bicycle pump track in John Lewis Park; Councilman Alexander provided a second. **The motion carried with a vote of 4-0.**
10. **CITY MANAGER REPORTS:** City Manager Tim Young provided updates on several matters.
 - The audit for the bridge- fiscal period (July 1 to September 30) is nearing completion. The City is currently finalizing management reports and anticipates presenting the audit to Council next month.
 - The City's hotel/motel tax collection company has initiated audits of several hotel properties covering the past three years. Notification letters have been sent and received, with audit work expected to begin in May.
 - The audits will help verify the accuracy of reported collections, with particular attention to the classification of non-taxable revenue.
 - Mr. Young emphasized that this is part of a broader ongoing effort to clarify and enforce what revenue is taxable, ensuring proper remittance to the City.
 - He noted the success of recent community events, including the "Spin the District" criterium race and the final screening of this season's Southern Circuit Film Series, both held the Friday April 11th, 2025.
 - Upcoming events include the City's Easter Eggstravaganza on Friday, April 18th from 6:30 PM to 8:30 PM, followed by Opening Day for youth baseball on Saturday, April 19th, which will feature a parade at 10:00 AM, a ceremony at 11:00 AM, and the first pitch at 12:00 PM.
11. **PUBLIC COMMENTS:**

1. Kelsi Roy
2. Melvin Traynum
3. Charlotte Rentz
4. Howanda Walker
5. Ben Martinez

12. MAYOR AND COUNCIL COMMENTS:

Councilman Reichert expressed appreciation for the comments shared during the meeting, particularly acknowledging the Main Street Board and Life-Saving Award presentation. He also thanked the residents in attendance and expressed gratitude for their input.

Councilman Adams thanked the public for their participation in local government, emphasizing the value of community input and feedback. He also shared that he enjoyed attending Friday's film series event and extended special thanks and birthday wishes to Ms. Charlotte for her assistance and support.

Alderman Rast echoed remarks for both Councilmen, expressing appreciation for the growth and progress of the Main Street Board. He acknowledged the Board's ups and downs over the years but noted its current success. Alderman Rast extended sincere thanks to Ms. Charlotte for her longstanding dedication and commended Nikki for her excellent presentation and continued efforts.

Councilman Alexander reflected on the impactful firefighter lifesaving presentation earlier in the meeting, noting how meaningful it was to hear the story behind the statistics typically provided in the Green Sheets. She commended both public safety departments—Fire and Police—acknowledging their new leadership and expressing confidence in their ability to keep the community safe. She praised their professionalism and dedication. Additionally, she requested further clarification from Mayor Hallman regarding a previous message he sent about hotels potentially losing revenue due to block bookings.

Mayor Hallman deferred to City Manager Tim Young to respond. Mr. Young explained that when the block booking program began—particularly involving Hilton and Extended Stay America (ESA)—the Atlanta Airport District, which tracks hotel bookings and performance, observed that Delta negotiated aggressively on pricing. As a result, hotel ownership, which recently changed hands, accepted lower rates in exchange for guaranteed ongoing revenue. This was a strategic business decision, but it came at the cost of reduced average room rates and diminished income from conference bookings, as well as food and beverage services. Mr. Young noted that with the change in ownership, it is likely the new owners will re-evaluate these agreements to determine whether and how to continue them moving forward.

Mayor Hallman expressed appreciation for the conclusion of the 15th year of the Southern Circuit Film Series. He noted that, due to uncertainties in federal funding, the future of the program is unclear. However, ongoing conversations are being held with a former South Arts representative to explore the possibility of a smaller, locally sponsored film series. He commented on the success of the recent Spin the District event, acknowledging the large turnout and its positive impact on promoting Hapeville and the Tri-Cities area. He also addressed concerns raised by residents regarding parking, lack of notification, and trespassing, assuring that city staff would work with event organizers to improve logistics as the event evolves.

Mayor Hallman praised the Main Street Board and staff for their increased presence and outreach, especially through social media, noting that their efforts have helped promote local initiatives and inform the public about the City's accomplishments. He stated that the Main Street Board has a great story to tell, and the team is doing an excellent job of helping to share it.

He acknowledged the public comment made earlier regarding residential resources and explained that the City's ability to provide direct social services is limited due to its small size and the absence of a nonprofit organization with substantial financial capacity. Mayor Hallman noted that food and small-scale assistance is currently provided by local organizations, including Family Life Ministries, Hapeville First United Methodist Church, and Mount Zion Methodist Church. He shared his intention to reach out to College Park officials regarding their partnership with Habitat for Humanity to explore similar opportunities for Hapeville. He encouraged residents with urgent or specific needs to contact City Hall, stating that while there may not be a large fund available, the City can often connect individuals to assistance on a case-by-case basis. He acknowledged the ongoing economic challenges and emphasized the City's commitment to supporting its residents however possible.

He concluded by thanking everyone for attending and reaffirmed the City's dedication to meeting the needs of its community.

13. EXECUTIVE SESSION: An Executive Session was not held during this meeting.

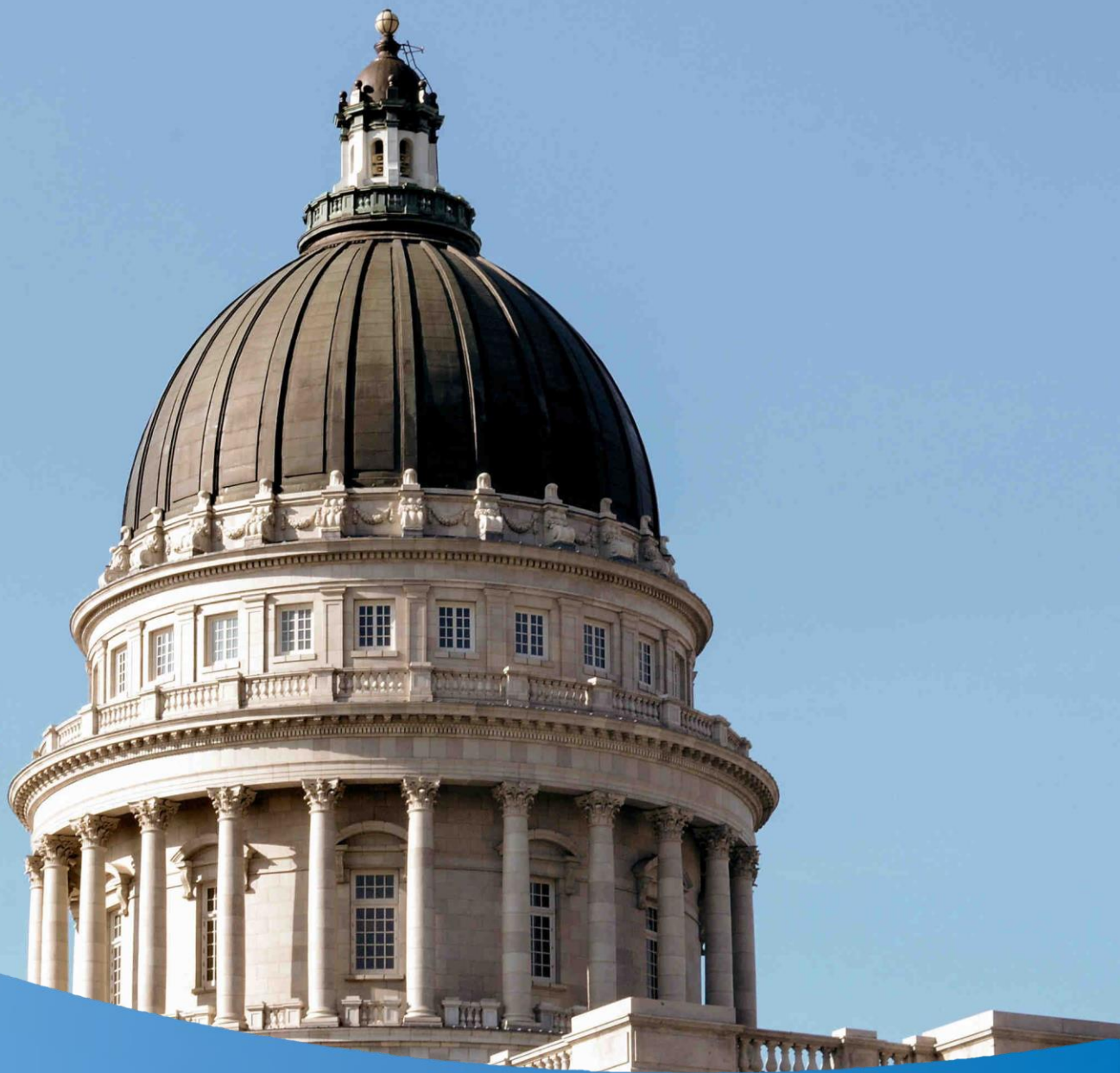
14. ADJOURN:

MOTION: Councilman Adams motioned to adjourn at 7:16 PM; Councilman Alexander provided a second. **The motion carried with a vote of 4-0.**

Respectfully submitted,

Alan Hallman, Mayor

Sharee Steed, City Clerk



Proposal of Insurance

City of Hapeville

PO Box 82311
Hapeville, GA 30354

Presentation Date: April 29, 2025

Arthur J Gallagher Risk Management Services, LLC
A.J.G License Nos.IL 100292093 / CA 0D69293



Gallagher

Insurance | Risk Management | Consulting

Table of Contents

Your Gallagher Team	3
Program Structure	4
Named Insured.....	5
Market Review.....	6
Full Program Details.....	7
Crime - Allmerica Financial Benefit Insurance Co	7
Cyber Liability - Underwriters at Lloyd's London.....	10
Excess Workers' Compensation - Midwest Employers Casualty Company	14
Active Shooter - Underwriters at Lloyd's, London.....	16
Terrorism - Underwriters at Lloyd's, London.....	19
Accidental Death & Dismemberment - Zurich American Insurance Company.....	21
Workers' Compensation - Buffer Layer.....	24
Premium Summary	26
Premium Financing	29
Payment Plans	30
Coinsurance Illustration	31
Proposal Disclosures	32
Proposal Disclosures.....	33
Client Signature Requirements	36
Coverages for Consideration.....	37
Client Authorization to Bind Coverage.....	38
Appendix	40
Compensation Disclosure Schedule.....	41
Binding Requirements	43
Claims Reporting By Policy	44
Gallagher STEP Flyer	46
Cyber Liability eRiskHub Features	48
Gallagher Bassett Services Flyer	49
Gallagher Benefit Services Flyer	50
Business Continuity Flyer	51
Gallagher Insight Flyer	53
Gallagher Verify Flyer.....	54

Your Gallagher Team

Your Gallagher team is a true partner. We have the expertise to understand your business and we're here to service and stay alongside you, every step of the way.

<i>Service Team</i>	<i>Role</i>	<i>Email</i>	<i>Phone</i>
Scott Thomason Southeast Regional Practice Leader	Producer	Scott_Thomason@ajg.com	(678) 393-5234 (p)
John Beckett Client Executive	Client Executive	John_Beckett@ajg.com	(678) 393-5282 (p)
Yvette Jones Senior Client Service Manager	Client Service Manager	Yvette_Jones@ajg.com	(678) 393-5279 (p)

Program Structure



Named Insured

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

OMNIBUS WORDING - Crime

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.

<i>Line Of Coverage</i>	<i>Insurance Company ** (AM Best Rate/Financial Strength)</i>	<i>Market Response *</i>	<i>Admitted ***</i>
Crime	Allmerica Financial Benefit Insurance Co (A XV)	Recommend Quote	Admitted
Cyber Liability	Underwriters at Lloyd's London (A XV)	Recommend Quote	Non-Admitted
Excess Workers' Compensation	Midwest Employers Casualty Company (A+ XV)	Recommend Quote	Admitted
Active Shooter	Underwriters at Lloyd's, London (A XV)	Recommend Quote	Non-Admitted
Terrorism	Underwriters at Lloyd's, London (A XV)	Recommend Quote	Non-Admitted
Accidental Death & Dismemberment	Zurich American Insurance Company (A+ XV)	Recommend Quote	Admitted
Workers' Compensation - Buffer Layer	Insurance Company of the South (A- X)	Recommend 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.

Full Program Details

Crime

Carrier Information	Proposed
Policy Term	5/1/2025 - 5/1/2026
Carrier	Allmerica Financial Benefit Insurance Co
A.M. Best Rating	A XV
Admitted/Non-Admitted	Admitted
Payment Plan	Annual
Payment Method	Agency Bill

Premium & Exposures	Proposed
Premium	\$2,671.00
Minimum Type	None
Estimated Cost	\$2,671.00

Standard Coverages	Proposed
Employee Theft – Per Loss Coverage	\$1,500,000
Forgery Or Alteration	\$1,500,000
Inside The Premises - Theft of Money And Securities	\$1,500,000
Inside The Premises - Robbery Or Safe Burglary Of Other Property	\$1,500,000
Outside The Premises	\$1,500,000
Computer And Funds Transfer Fraud	\$1,500,000
Money Orders And Counterfeit Money	\$1,500,000

Additional Coverages	Proposed
Insuring Agreement	
False Pretenses	\$50,000
Destruction of Electronic Data	\$50,000
Prior Theft or Dishonesty Amount	\$25,000

Deductibles/SIR	Proposed
Deductible - Employee Theft – Per Loss Coverage	\$500,000
Deductible - Forgery Or Alteration	\$500,000
Deductible - Inside The Premises - Theft of Money And Securities	\$500,000
Deductible - Inside The Premises - Robbery Or Safe Burglary Of Other Property	\$500,000
Deductible - Outside The Premises	\$500,000
Deductible - Computer And Funds Transfer Fraud	\$500,000

Deductibles/SIR	Proposed
Deductible - Money Orders And Counterfeit Money	\$500,000
Deductible - Insuring Agreement	
Deductible - False Pretenses	\$10,000
Deductible - Destruction of Electronic Data	\$10,000

Form Type	Proposed
Form Type	Crime - Discovery Form, City of Hapeville - Claim Made
Retroactive Date	City of Hapeville - 05/01/2019

Definition Of Claim:

Refer to policy form

Run Off Provisions:

Refer to policy form

Incident/Claim Reporting Provision:

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 [Percent Cost]% 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 ([Days To Report]) days 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)

Government Crime Declarations - CR DS 04 08 13
 Signature Page - SIG-1100 11 17
 Government Crime Policy (Discovery Form) - CR 00 26 11 15
 Georgia Changes - CR 02 31 02 15
 Destruction of Electronic Data - CR 04 13 08 13
 Include Retroactive Date - CR 20 05 10 10
 Loss Reporting Threshold - CR 20 25 08 13
 Faithful Performance of Duty - CR 25 19 08 13
 Add Credit, Debit or Charge Card Forgery - CR 25 20 10 10
 Include Expense Incurred to Establish Amount of Loss - CR 25 40 08 13
 False Pretenses Coverage - 181-1826 10 20
 Delete Exclusions for Bonded Employee, Treasurer And Tax Collector - 181-1836 10 20
 Government Crime Advantage - 181-1839 10 20
 Government Crime Advantage - 181-1839 10 20
 Omnibus ERISA Joint Insured - 181-1845 10 20
 Prior Theft Or Dishonesty - 181-1848 10 20
 Amend Computer And Funds Transfer Fraud Insuring Agreement - 181-1851 02 22

Exclusions (including but not limited to)

Third Party Employee Dishonesty

Government Action Exclusion

Accounting or Arithmetic Errors

Voluntary Parting of Property

Loss in which the existence of such loss is only proved by a profit and loss comparison or inventory records

Any theft or criminal act committed by a partner of the insured

Employee Dishonesty (does not apply to Employee Theft Coverage)

Exclude Cyber Extortion CW - 181-1806 02 22

Binding Requirements:
Description

Subject to;

- Required Prior to Bind: Need the excess carrier's binder once issued

Cyber Liability

Carrier Information	Proposed
Policy Term	5/1/2025 - 5/1/2026
Carrier	Underwriters at Lloyd's London
A.M. Best Rating	A XV
Admitted/Non-Admitted	Non-Admitted
Payment Plan	Annual Payment
Payment Method	Agency Bill

Premium & Exposures	Proposed
Premium	\$9,155.00
TRIA	Included
Minimum Type	None
Estimated Cost	\$9,155.00

Standard Coverages	Proposed
1: Cyber Incident Response	-
A: Incident Response Costs- Each and Every Claim	\$1,000,000
B: Legal and Regulatory Costs - Each and Every Claim	\$1,000,000
C: It Security and Forensic Costs - Each and Every Claim	\$1,000,000
D: Crisis Communication Costs - Each and Every Claim	\$1,000,000
E: Privacy Breach Management Costs - Each and Every Claim	\$1,000,000
F: Third Party Privacy Breach Management Costs - Each and Every Claim	\$1,000,000
G: Post Breach Remediation Costs - 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
2: Cyber Crime - Each and Every Claim	-
A: Funds Transfer Fraud	\$250,000
B: Theft of Funds Held in Escrow	\$250,000
C: Theft of Personal Funds	\$250,000
D: Extortion	\$1,000,000
E: Corporate Identity Theft	\$250,000
F: Telephone Hacking	\$250,000
G: Push Payment Fraud	\$50,000
H: Unauthorized use of Computer Resources	\$250,000
3: System Damage and Business Interruption	-
A: System Damage and Rectification Costs - Each and Every Claim	\$1,000,000

Standard Coverages	Proposed
B: Income Loss and Extra Expense - Each and Every Claim, Sub-Limited to USD1,000,000 in Respect of System Failure	\$1,000,000
C: Additional Extra Expense - Each and Every Claim	\$1,000,000
D: Dependent Business Interruption - Each and Every Claim, Sub-Limited to USD1,000,000 in Respect of System Failure	\$1,000,000
E: Consequential Reputational Harm - Each and Every Claim	\$1,000,000
F: Claim Preparation Costs - Each and Every Claim	\$25,000
G: Hardware Replacement Costs - Each and Every Claim	\$1,000,000
4: Network Security & Privacy Liability - In the Aggregate, Costs and Expenses in Addition up to a Maximum Amount of USD1,000,000	-
A: Network Security Liability - Aggregate Limit	\$1,000,000
B: Privacy Liability - Aggregate Limit	\$1,000,000
C: Management Liability - Aggregate Limit	\$1,000,000
D: Regulatory Fines - Aggregate Limit	\$1,000,000
E: Pci Fines, Penalties and Assessments - Aggregate Limit	\$1,000,000
5: Media Liability - In the Aggregate, Costs and Expenses in Addition up to a Maximum Amount of USD1,000,000	-
A: Defamation - Aggregate Limit	\$1,000,000
B: Intellectual Property Rights Infringement - Aggregate Limit	\$1,000,000
7: Court Attendance Costs - Aggregate Limit	\$100,000

Additional Coverages	Proposed
Reputational Harm Period	12 months
Indemnity Period	12 months
Criminal Reward Coverage - Aggregate Limit	\$50,000
Invoice Manipulation Fraud - Aggregate Limit	\$250,000
Contingent Bodily Injury - Aggregate Limit - In the Aggregate, Including Costs and Expenses	\$250,000

Deductibles/SIR	Proposed
Deductible - Waiting Period	6 hours
1: Cyber Incident Response - Each and Every Claim	
Deductible - B: Legal and Regulatory Costs	\$5,000
Deductible - C: It Security and Forensic Costs	\$5,000
Deductible - D: Crisis Communication Costs	\$5,000

Deductibles/SIR	Proposed
Deductible - E: Privacy Breach Management Costs	\$5,000
Deductible - F: Third Party Privacy Breach Management Costs	\$5,000
2: Cyber Crime - Each and Every Claim	
Deductible - A: Funds Transfer Fraud	\$5,000
Deductible - B: Theft of Funds Held in Escrow	\$5,000
Deductible - C: Theft of Personal Funds	\$5,000
Deductible - D: Extortion	\$5,000
Deductible - E: Corporate Identity Theft	\$5,000
Deductible - F: Telephone Hacking	\$5,000
Deductible - G: Push Payment Fraud	\$5,000
Deductible - H: Unauthorized use of Computer Resources	\$5,000
3: System Damage and Business Interruption - Each and Every Claim	
Deductible - A: System Damage and Rectification Costs	\$5,000
Deductible - B: Income Loss and Extra Expense	\$5,000
Deductible - C: Additional Extra Expense	\$5,000
Deductible - D: Dependent Business Interruption	\$5,000
Deductible - E: Consequential Reputational Harm	\$5,000
Deductible - G: Hardware Replacement Costs	\$5,000
4: Network Security & Privacy Liability - Each and Every Claim, Including Costs and Expenses	
Deductible - A: Network Security Liability	\$5,000
Deductible - B: Privacy Liability	\$5,000
Deductible - C: Management Liability	\$5,000
Deductible - D: Regulatory Fines	\$5,000
Deductible - E: Pci Fines, Penalties and Assessments	\$5,000
5: Media Liability - Each and Every Claim, Including Costs and Expenses	
Deductible - A: Defamation	\$5,000
Deductible - B: Intellectual Property Rights Infringement	\$5,000
Deductible - Criminal Reward - Each and Every Claim	\$5,000
Deductible - Invoice Manipulation Fraud - Each and Every Claim	\$5,000
Deductible - Each and Every Claim, Including Costs and Expenses	\$5,000
Defense Limitations	Proposed
	Applies - Other/Claims Expenses Shall Reduce the Applicable Limits of Liability

Form Type	Proposed
Form Type	Cyber Liability

Endorsements (including but not limited to)
Complaints Notice (USA)
Policyholder Disclosure Notice Of Terrorism Insurance Coverage
RPS Special Amendatory Clause

Other Significant Terms and Conditions/Restrictions:

Description
Premium Includes TRIA Premium: \$0.00
Territorial Scope: Worldwide
Premium breakdown: Cyber & Privacy: \$7,055.00 Cyber Crime: \$2,100.00

Excess Workers' Compensation

Carrier Information	Proposed
Policy Term	5/1/2025 - 5/1/2026
Carrier	Midwest Employers Casualty Company
A.M. Best Rating	A+ XV
Admitted/Non-Admitted	Admitted
Payment Plan	Total Deposit Due \$114,984
Payment Method	Agency Bill

Premium & Exposures	Proposed
Premium	\$114,984.00
Exposure / TIV	\$7,683,688
TRIA	Included
Minimum Type	Minimum Premium
Minimum Amount / Description	\$103,485
Estimated Cost	\$114,984.00

States
States Covered: GA
States Excluded: OH, ND, WA, WY
Extraterritorial Jurisdictions:

Standard Coverages	Proposed
Specific Limit	STATUTORY
Employers Liability Limit	\$1,000,000
Aggregate Limit	\$1,000,000

Optional Coverages	Proposed
Option 0255659 - Premium for 2 years: \$229,968; Minimum Premium: \$206,971	Estimated Aggregate Retention: \$2,923,770; Minimum Aggregate Retention: \$2,865,295

Deductibles/SIR	Proposed
Retention - Specific Retention	\$650,000
Retention - Employers Liability Retention	See Specific
Retention - Estimated Aggregate Retention	\$1,624,325
Retention - Minimum Aggregate Retention	\$1,591,839

Endorsements (including but not limited to)
Amendment to Schedule Item 1 - CMB-1 (8-13)
Amendment to Schedule Item 11 - CMB-11 (8-13)
Foreign - CMB-160 (8-13)
Federal Employers' Liability Act - CMB-180 (8-13)
Policyholder Disclosure Notice of Terrorism Insurance - CMB-199 (1-20)
Voluntary Compensation - ISI-261 (8-13)
Limited Defense Base Act - ISI-281 (8-13)

Endorsements (including but not limited to)

Limited Longshore and Harbor Workers' Compensation Act - ISI-282 (8-13)
Georgia - ISI-GA (11-16)
Two Year Policy Short Rate Table - CMB-187 (8-13) (Applicable for Quote Option 0255659)
More Than One Premium Adjustment - ISI-285 (8-13) (Applicable for Quote Option 0255659)

Exclusions (including but not limited to)

Owners or Officers
Bodily Injury to an Employee While Employed in Violation of Law
Bodily Injury Intentionally Caused by Insured
Longshore & Harbor Workers' Act
Federal Employers' Liability Act
Assumptions under Contract
Aircraft Exclusion - ISI-254-EXC (8-13)

Auditable Exposures:

State	Class Code	Description	Expiring Rate per \$100	Expiring Exposure	Rate per \$100	Exposure
GA		Estimated Annual Payroll				\$7,683,688

Other Significant Terms and Conditions/Restrictions:**Description**

Total Premium includes Terrorism Premium of \$3,450
Aggregate Loss Limitation \$500,000
Deposit Premium \$114,984

Active Shooter

Carrier Information	Proposed
Policy Term	5/1/2025 - 5/1/2026
Carrier	Underwriters at Lloyd's, London
A.M. Best Rating	A XV
Admitted/Non-Admitted	Non-Admitted
Payment Plan	Annual Payment
Payment Method	Agency Bill

Premium & Exposures	Proposed
Premium	\$31,986.00
Exposure / TIV	TIV \$26,100,772
TRIA	Included
Minimum Type	None
Estimated Cost	\$31,986.00

Standard Coverages	Proposed
Hiscox Per Occurrence Aggregate Limit of Liability for Above Coverage Parts	\$26,100,772
Terrorism and Sabotage Coverage Part:	
Hiscox Terrorism and Sabotage Limit of Liability	\$26,100,772 Per Occurrence / \$26,100,772 Aggregate
Business Interruption Sublimit	\$5,000,000
Civil or Military Authority Sublimit	\$ 1,000,000, 30 Day(s), and 1 Mile(s)
Debris Removal Expenses Sublimit	\$250,000 - Per Occurrence
Decontamination Costs Excluding NCBR Sublimit	\$250,000 - Per Occurrence
Demolition and Increased Cost of Construction Sublimit	\$1,000,000 - Per Occurrence
Errors and Omissions Sublimit	\$250,000 - Per Occurrence
Electronic Data Processing Media Sublimit	\$1,000,000 - Per Occurrence
Extended Period of Indemnity Sublimit	\$ 0 and 180 Day(s)
Fine Art Sublimit	\$250,000 - Per Occurrence
Ingress/Egress Sublimit	\$ 1,000,000, 30 Day(s), and 1 Mile(s)
Preservation of Property Sublimit	\$250,000 - Per Occurrence
Professional Fees Sublimit	\$250,000 - Per Occurrence
Relocation Expense Sublimit	\$250,000 - Per Occurrence
Service Interruption Sublimit	\$ 1,000,000, 30 Day(s), and 1 Mile(s)
Transit Sublimit	\$250,000 - Per Occurrence
Valuable Papers Sublimit	\$250,000 - Per Occurrence
Accounts Receivable Sublimit	\$250,000 - Per Occurrence
Commissions, Profits, and Royalties Sublimit	\$250,000 - Per Occurrence
Automatic Coverage Sublimit	\$ 1,000,000 and 30 Day(s)
Contingent Business Interruption – Named Suppliers/Customers Sublimit	\$5,000,000
Delay in Startup Costs Sublimit	\$250,000
Fire Protective Systems Sublimit	\$10,000

Standard Coverages	Proposed
Green Building Additional Expense Sublimit	\$250,000
Key and Lock Expense Sublimit	\$250,000
Landscaping Sublimit	\$10,000
Miscellaneous Unnamed Locations Sublimit	\$ 1,000,000 and 30 Day(s)
Newly Acquired Locations Sublimit	\$ 1,000,000 and 90 Day(s)
Property In Course of Construction Sublimit	\$1,000,000 - Per Occurrence
Soft Costs Sublimit	\$250,000 - Per Occurrence
Active Shooter and Malicious Attack Property and Liability Coverage Part:	
Hiscox Active Shooter and Malicious Attack Property and Liability	\$1,000,000 Per Occurrence / Each Claim / \$1,000,000 Aggregate
Additional Security Measures Sublimit	\$250,000 - Per Occurrence/Each Claim
Counseling Sublimit	\$250,000 - Per Occurrence/Each Claim
Public Relations Sublimit	\$250,000 - Per Occurrence/Each Claim
Miscellaneous Crisis Management Expenses Sublimit	\$250,000 - Per Occurrence/Each Claim
Medical Payments and Funeral Expenses Sublimit	\$1,000,000 - Per Occurrence/Each Claim
Nuclear, Chemical, Biological, and Radiological Terrorism Coverage Part:	
Hiscox NCBR Limit of Liability	\$1,000,000 Per Occurrence / \$ 0 Each Claim/ \$1,000,000 Aggregate
Control Risks Services	\$1,000,000 Aggregate

Additional Coverages	Proposed
Active Shooter and Malicious Attack Property and Liability: Scale of Benefits Limit of Liability for any one affected person sustaining bodily injury covered by this Insuring agreement E:	
death	\$50,000
loss of limb - one limb	\$25,000
loss of limb - two or more limbs	\$50,000
loss of sight in one eye	\$25,000
loss of sight in both eyes; or	\$50,000
permanent total disablement (other than total and irrevocable loss of sight of one or both eyes or loss of limb(s)).	\$50,000

Deductibles/SIR	Proposed
Deductible - Terrorism and Sabotage Coverage Part:	\$10,000
Deductible - - Waiting Period	0 Hour(s)
Deductible - Active Shooter and Malicious Attack Property and Liability Coverage Part:	\$10,000
Deductible - - Waiting Period	0 Hour(s)
Deductible - Nuclear, Chemical, Biological, and Radiological Terrorism Coverage Part:	\$25,000

Deductibles/SIR	Proposed
Deductible - - Waiting Period	72 Hour(s)

Form Type	Proposed
Form Type - Terrorism and Sabotage Coverage Part	
Form Type - Active Shooter and Malicious Attack Property and Liability	

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 [Percent Cost]% 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 ([Days To Report]) days 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)

General Terms and Conditions - TR5 P0001 CW (09/17)
Terrorism and Sabotage Coverage Part - TR5 P0004 CW (07/19)
Active Shooter and Malicious Attack Property and Liability Coverage Part - TR5 P0016 CW (05/21)
Lloyd's Syndicate (33) Endorsement - E2007.6
Premium Payment Clause (Reinsurance) - TR5 E2010 CW (09/17)
Service of Suit Endorsement - TR5 E2013 CW (09/17)
Policyholder Disclosure Notice of Terrorism Insurance Cover - TR5 E2017 CW (09/17)
Lloyd'S Syndicate (33) Endorsement - E2007.10
Amend War Exclusion - E2081.1
Minimum Earned Premium Endorsement - E2042.1

Binding Requirements:

Description
Subject to
Pending receipt and review of the last 3 years of GL loss runs
Pending NCBR modeling

Other Significant Terms and Conditions/Restrictions:

Description
Premium Breakdown:
- Terrorism and Sabotage: \$3,654
- Active Shooter and Malicious Attack Property and Liability: \$13,650
- NCBR Premium: \$14,682

Terrorism

Carrier Information	Proposed
Policy Term	5/1/2025 - 5/1/2026
Carrier	Underwriters at Lloyd's, London
A.M. Best Rating	A XV
Admitted/Non-Admitted	Non-Admitted
Payment Plan	Annual Payment
Payment Method	Agency Bill

Premium & Exposures	Proposed
Premium	\$26,215.00
Georgia Surplus Lines Tax	\$1,048.60
Minimum Type	None
Estimated Cost	\$27,263.60

Standard Coverages	Proposed
Terrorism Plus	\$11,102,850 - Per Occurrence / Annual Aggregate
Extra Expenses	20% of limit purchased and Grief Counselling sub-limited to \$10,000

Deductibles/SIR	Proposed
Deductible - Deductible	1% of Annual budgeted Tax Revenue
Deductible - Extra Expense	\$5,000 - Each and Every Occurrence

Form Type	Proposed
Form Type - Terrorism	Occurrence
Retroactive Date - Terrorism	N/A
Pending & Prior Date - Terrorism	N/A

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 [Percent Cost]% 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 ([Days To Report]) days 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)

Terror Plus Municipalities Wording (NCBR Exclusion Removed) as expiring

Subject to Audit: The policy is not subject to annual audit.

Binding Requirements:

Description

Subject to:

- Completed and Signed Surplus Lines Verification Form Must be Received in our Office Within Twenty (20) Days of Binding

Other Significant Terms and Conditions/Restrictions:

Description
Carrier Name: Tysers, Inc. on behalf of Lloyd's Syndicates
Budgeted General Fund Tax Revenue for all sources: USD 11,102,850
Situation: The municipality incorporated area of the City of Hapeville and within a 10 mile radius of the boundaries of the City Of Hapeville.
Slip Brokerage: NPU:- 5% RFIB:- 5%

Accidental Death & Dismemberment

Carrier Information	Proposed
Policy Term	5/1/2025 - 5/1/2026
Carrier	Zurich American Insurance Company
A.M. Best Rating	A+ XV
Admitted/Non-Admitted	Admitted
Payment Plan	Annual Payment
Payment Method	Direct Bill

Premium & Exposures	Proposed
Premium	\$3,638.00
Minimum Type	Minimum Premium
Minimum Amount / Description	Minimum Annual Premium: \$1,000.00
Estimated Cost	\$3,638.00

Standard Coverages	Proposed
Principal Sums:	
Class 1	\$50,000
At age 70, the Principal Sum will be reduced based on the Covered Person's previous Principal Sum per the following schedule: Age at Date of Loss - Percent of Original Principal Sum:	
70-74	65%
75-79	45%
80-84	30%
85 & Over	15%
Aggregate Limit of Liability - Per Covered Accident	\$250,000
Benefits: Accidental Death & Dismemberment and Plegia - Class I:	
Loss of Life	100% of Principal Sum
Covered Loss of - Both Hands or Both Feet	100% of Principal Sum
Covered Loss of - One Hand and One Foot	100% of Principal Sum
Covered Loss of - One Hand or One Foot plus the loss of Sight of One Eye	100% of Principal Sum
Covered Loss of - Sight of Both Eyes	100% of Principal Sum
Covered Loss of - Speech and Hearing	100% of Principal Sum
Covered Loss of - Speech or Hearing	50% of Principal Sum
Covered Loss of - One Hand; One Foot; or Sight of One Eye	50% of Principal Sum
Covered Loss of - Thumb and Index Finger of the same Hand	25% of Principal Sum
Covered Loss of - Hearing in One Ear	25% of Principal Sum
Plegia - Quadriplegia (total paralysis of all four Limbs)	100% of Principal Sum

Standard Coverages	Proposed
Plegia - Paraplegia (total paralysis of both lower Limbs)	75% of Principal Sum
Plegia - Hemiplegia (total paralysis of upper and lower Limbs on one side of the body)	50% of Principal Sum
Plegia - Uniplegia (total paralysis of one Limb)	25% of Principal Sum
Coma Benefit: Class I	Payable for: 1% up to 100 Months.
HIV Occupational Accident Benefit: Class I	100% to a Maximum of \$50,000
In Hospital Indemnity Benefit: Class I - After 1 consecutive days confinement	30% Per Month to a Maximum of \$10,000
Permanent and Total Disability Benefit: Class I	1% Per Month to a Maximum of 100 Months

Additional Coverages	Proposed
Critical Burn Benefit: Class I	50% to a Maximum of \$25,000
Felonious Assault: Class I	20% of the Principal Sum
Home Alteration and Vehicle Modification Benefit: Class I	20% to a Maximum of \$10,000
Natural Disaster Benefit: Class I	20% to a Maximum of \$10,000
Rehabilitation Care Benefit: Class I	20% to a Maximum of \$10,000
Safety Device Benefit: Class I	25% to a Maximum of \$15,000
Surviving Spouse/Domestic Partner Benefit: Class I	3% Per Month for 6 Months
Terrorism Benefit: Class I	100% to a Maximum of \$50,000
Therapeutic Counseling Benefit: Class I	Maximum Benefit Amount \$2,500

Deductibles/SIR	Proposed
Deductible - Accidental Death & Dismemberment	Nil

Form Type	Proposed
Form Type - Accidental Death & Dismemberment	

Exclusions (including but not limited to)
General Exclusions: A loss will not be a Covered Loss if it is caused by, contributed to, or results from:
1. suicide or any attempt at suicide or intentionally self inflicted Injury or any attempt at intentionally self inflicted Injury
2. war or any act of war, whether declared or undeclared
3. involvement in any type of active military service.
4. illness or disease, regardless of how contracted, medical or surgical treatment of illness or disease or complications following the surgical treatment of illness or disease , except for Accidental ingestion of contaminated foods
5. participation in the commission or attempted commission of any felony, insurrection or riot
6. parasailing, bungee jumping, heli skiing, scuba diving or any other extra hazardous activity
7. being intoxicated while operating a motor vehicle.
a. An Insured will be conclusively presumed to be intoxicated if the level of alcohol in his or her blood exceeds the amount at which a person is presumed, under the law of the locale in which the Accident occurred, to be intoxicated, if operating a motor vehicle.
b. An autopsy report from a licensed medical examiner, law enforcement officer reports, or similar items will be considered proof of the Insured's intoxication

Exclusions (including but not limited to)

8. being under the influence of any prescription drug, narcotic, or hallucinogen, unless such prescription drug, narcotic, or hallucinogen was prescribed by a physician and taken in accordance with the prescribed dosage
9. travel or flight in any aircraft except to the extent stated in the Coverage Section

Auditable Exposures:

Description	Exposure
Class 1: Rated Employees	76
Class 2: Rated Employees	70

Other Significant Terms and Conditions/Restrictions:

Description
Eligibility & Classification of Insureds: Class I - All Active full-time and part-time Employees domiciled in the United States as on file with the Policyholder.
24 Hour Accident Protection, Business and Pleasure excluding Corporate Owned or Leased Aircraft Passenger Only H1 - Class I
Exposure and Disappearance Coverage - Class I

Workers' Compensation - Buffer Layer

Carrier Information	Proposed
Policy Term	5/1/2025 - 5/1/2026
Carrier	Insurance Company of the South
A.M. Best Rating	A- X
Admitted/Non-Admitted	Admitted
Payment Plan	Annual
Payment Method	Agency Bill

Premium & Exposures	Proposed
Premium	\$36,364.00
Exposure / TIV	\$7,683,688
TRIA	Included
Minimum Type	Minimum And Deposit Premium
Minimum Amount / Description	\$36,364.00
Estimated Cost	\$36,364.00

States
States Covered: GA
States Excluded: OH, ND, WA, WY
Extraterritorial Jurisdictions:

Standard Coverages	Proposed
Coverage A - Workers' Compensation	Statutory
Limits	\$250,000 Excess of \$400,000

Deductibles/SIR	Proposed
Deductible - Workers Compensation	None

Exclusions (including but not limited to)
Owners or Officers
Bodily Injury to an Employee While Employed in Violation of Law
Bodily Injury Intentionally Caused by Insured
Longshore & Harbor Workers' Act
Federal Employers' Liability Act
Assumptions under Contract

Auditable Exposures:

State	Class Code	Description	Exposure
GA	5606	Workers Compensation Payroll	\$7,683,688

Other Significant Terms and Conditions/Restrictions:

Description
Calss Code : 5506, 7520, 7710, 7720, 8380, 8742, 8810, 9015, 9101, 9102, 9403, 9410

Other Significant Terms and Conditions/Restrictions:

Description
Limit & Retention per occurrence, each Accident: per person, each Occupational Disease or Cumulative Trauma
Controlling Underlying Insurance: Workers Compensation & Employers Liability

Premium Summary

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

Line of Coverage		Proposed
		Allmerica Financial Benefit Insurance Co
Crime	Premium	\$2,671.00
	Estimated Cost*	\$2,671.00
	Change (\$)	
	Change (%)	
		Underwriters at Lloyd's London
Cyber Liability	Premium	\$9,155.00
	Estimated Cost*	\$9,155.00
	Change (\$)	
	Change (%)	
		Midwest Employers Casualty Company
Excess Workers' Compensation	Premium	\$114,984.00
	Estimated Cost*	\$114,984.00
	Change (\$)	
	Change (%)	
	Exposure / TIV	\$7,683,688
		Underwriters at Lloyd's, London
Active Shooter	Premium	\$31,986.00
	Estimated Cost*	\$31,986.00
	Change (\$)	
	Change (%)	
	Exposure / TIV	TIV \$26,100,772
		Underwriters at Lloyd's, London
Terrorism	Premium	\$26,215.00
	Estimated Cost*	\$27,263.60
	Change (\$)	
	Change (%)	
		Zurich American Insurance Company
Accidental Death & Dismemberment	Premium	\$3,638.00
	Estimated	\$3,638.00

Line of Coverage		Proposed	
	Cost*		
	Change (\$)		
	Change (%)		
		Georgia Interlocal Risk Management Agency (GIRMA)	
Package	Premium		\$346,088.00
Property			\$40,720.00
General Liability			\$123,447.00
Automobile			\$121,884.00
Public Officials / Errors & Omissions Liability			\$60,037.00
	Estimated Cost*		\$346,088.00
	Change (\$)		
	Change (%)		
		Insurance Company of the South	
Workers' Compensation - Buffer Layer	Premium		\$36,364.00
	Estimated Cost*		\$36,364.00
	Change (\$)		
	Change (%)		
	Exposure / TIV		\$7,683,688
Total Program Cost			\$572,149.60

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

Quote from **Allmerica Financial Benefit Insurance Co (Hanover Insurance Companies)** is valid until **5/1/2025**

Quote from **Underwriters at Lloyd's London** is valid until **4/19/2025**

Quote from **Midwest Employers Casualty Company (W. R. Berkley Group)** is valid until **5/6/2025**

Quote from **Underwriters at Lloyd's, London** is valid until **4/9/2025**

Quote from **Underwriters at Lloyd's, London** is valid until **5/22/2022**

Quote from **Zurich American Insurance Company (Zurich Insurance Group Ltd)** is valid until **6/8/2025**

Quote from **Georgia Interlocal Risk Management Agency (GIRMA) (Georgia Interlocal Risk Management Agency (GIRMA))** is valid until **5/1/2022**

Quote from **Insurance Company of the South** is valid until **5/1/2025**

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

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.

Premium Financing

Gallagher is pleased to offer Premium Financing for our clients.

What is Premium Financing?

Premium financing is a short-term loan that provides premium payment flexibility. By financing, you have the option to spread out your premium payments instead of paying in full at the time of policy purchase or renewal.

Why Premium Financing May be Good for Your Business?

- May improve **capital and cash flow management** by spreading out premium payments over the policy period.
- Allows for **consolidation of** multiple policies into one premium finance agreement with a single monthly or quarterly payment.
- Provides automated **ACH options and flexible payment** terms.

Want to Learn More?

If you are interested in learning more or obtaining a quote, contact your Client Service Manager.

Payment Plans

<i>Carrier / Payable Carrier</i>	<i>Line Of Coverage</i>	<i>Payment Schedule</i>	<i>Payment Method</i>
Allmerica Financial Benefit Insurance Co (Hanover Insurance Companies)	Crime	Annual	Agency Bill
Underwriters at Lloyd's London	Cyber Liability	Annual Payment	Agency Bill
Midwest Employers Casualty Company (W. R. Berkley Group)	Excess Workers' Compensation	Total Deposit Due \$114,984	Agency Bill
Underwriters at Lloyd's, London	Active Shooter	Annual Payment	Agency Bill
Underwriters at Lloyd's, London	Terrorism	Annual Payment	Agency Bill
Zurich American Insurance Company (Zurich Insurance Group Ltd)	Accidental Death & Dismemberment	Annual Payment	Direct Bill
Insurance Company of the South	Workers' Compensation - Buffer Layer	Annual	Agency Bill

Coinsurance Illustration

Coinsurance Formula:

Insurance Carried ÷ Insurance Required x Loss - Deductible = **Settlement**

Example of Coinsurance formula applied to a hypothetical loss situation:

Property Value	=	\$1,000,000
Coinsurance Amount	=	80%
Deductible	=	\$500
Insurance Required	=	\$800,000 (80% of \$1,000,000)
Insurance Carried	=	\$400,000
Loss Incurred	=	\$200,000

Settlement determined by applying the coinsurance formula:

\$400,000

(Insurance Carried)

\$800,000

(Insurance Required)

x \$200,000 (Loss) - \$500 (Deductible) = \$99,500 Settlement

Note: If the property in the above example is insured for the full insurance required (\$800,000), the insured will recover \$199,500. In the above example, the insured will suffer a \$100,000 penalty for not being insured to the proper limit.

Proposal Disclosures

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, 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.

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 Gallagher's Privacy Policy located at <https://www.aig.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.

Client Signature Requirements

Coverages for Consideration

Overview

Gallagher recommends that you consider purchasing the following additional coverages for which you have exposure. A Proposal for any of the coverages below can be provided.

- Cyber Liability
- Flood

Please note the recommendations and considerations summarized in this section are not intended to identify all potential exposures. Gallagher is not an expert in all aspects of your business and assumes no responsibility to independently investigate the risks your business faces. Gallagher has relied upon the information you provided in making our insurance Proposals. If you are interested in pursuing additional coverages other than those listed above, please list the additional coverages in the Client Authorization to Bind.

Client Authorization to Bind Coverage

After careful consideration of Gallagher's proposal dated 4/29/2025, we accept the following coverage(s). Please check the desired coverage(s) and note any coverage amendments below:

	Coverage/Carrier
☐ Accept ☐ Reject	Crime Allmerica Financial Benefit Insurance Co
☐ Accept ☐ Reject	TRIA - Crime
☐ Accept ☐ Reject	Cyber Liability Underwriters at Lloyd's London
☐ Accept ☐ Reject	TRIA - Cyber Liability
☐ Accept ☐ Reject	Excess Workers' Compensation Midwest Employers Casualty Company
Included*	TRIA - Excess Workers' Compensation
☐ Accept ☐ Reject	Terrorism/Active Shooter/NCBR Underwriters at Lloyd's, London
☐ Accept ☐ Reject	Accidental Death & Dismemberment Zurich American Insurance Company
☐ Accept ☐ Reject	TRIA - Accidental Death & Dismemberment
☐ Accept ☐ Reject	Workers' Compensation - Buffer Layer Insurance Company of the South
Included*	TRIA - Workers' Compensation - Buffer Layer
☐ Accept ☐ Reject	Arthur J Gallagher Risk Management Fee

*For this coverage, TRIA cannot be rejected

Fee Agreement: *In lieu of or In addition to* commission received by Gallagher for the policy term reflected herein, effective: **5/1/2025**
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.aig.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:

Appendix

Compensation Disclosure Schedule

Client Name: City of Hapeville

Coverage	Carrier Name(s)	Wholesaler, MGA, or Intermediary Name ¹	Est. Annual Premium ²	Gallagher U.S. Owned Wholesaler, MGA, or Intermediary % and/or Fee %
Crime	Allmerica Financial Benefit Insurance Co (Hanover Insurance Companies)	N/A	\$2,671.00	
Cyber Liability	Underwriters at Lloyd's London	Risk Placement Services	\$9,155.00	\$0.00
Excess Workers' Compensation	Midwest Employers Casualty Company (W. R. Berkley Group)	N/A	\$114,984.00	
Active Shooter	Underwriters at Lloyd's, London	Hiscox Insurance Company Inc.	\$31,986.00	
Terrorism	Underwriters at Lloyd's, London	Arthur J Gallagher - Baton Rouge #338	\$26,215.00	5 %
Accidental Death & Dismemberment	Zurich American Insurance Company (Zurich Insurance Group Ltd)	N/A	\$3,638.00	
Workers' Compensation - Buffer Layer	Insurance Company of the South	Aquitaine Underwriters LLC	\$36,364.00	
Risk Management Fee	Arthur J Gallagher	N/A	\$22,000	

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.

Note: When placing business with insurance companies, Gallagher Companies receive commission based on negotiated contractual terms with those carriers. The commission rate is a percentage of the premium excluding taxes and fees. Major lines of coverage, and their typical range of commissions are listed below. If you wish to receive more details on actual compensation paid to Gallagher Companies, please contact your Gallagher representative.

- | | | |
|--|------------------------------------|--|
| ▪ Accident & Health: 15-25% | ▪ Casualty: 14-15% | ▪ Package / Business Owners Package: 15-16.8% |
| ▪ Aviation: 14-15% | ▪ Commercial Auto: 12.5-15% | ▪ Professional Liability: 12-16.5% |
| ▪ All Other Commercial: 10-20% | ▪ Inland Marine: 20-22.5% | ▪ Property: 15-22% |
| ▪ Bonds/Surety: 30-35% | ▪ Ocean Marine: 15-17.5% | ▪ Workers Compensation: 8-11% |
| ▪ Builders Risk: 15-18% | | |

Compensation to Gallagher may also be disclosed in a Client Services Agreement or Consulting Services Agreement.

Binding Requirements

Coverage (Issuing Carrier)	Binding Requirements
Crime Allmerica Financial Benefit Insurance Co	Subject to; - Required Prior to Bind: Need the excess carrier's binder once issued
Cyber Liability Underwriters at Lloyd's London	N/A
Excess Workers' Compensation Midwest Employers Casualty Company	N/A
Active Shooter Underwriters at Lloyd's, London	Subject to Pending receipt and review of the last 3 years of GL loss runs Pending NCBR modeling
Terrorism Underwriters at Lloyd's, London	Subject to: - Completed and Signed Surplus Lines Verification Form Must be Received in our Office Within Twenty (20) Days of Binding
Accidental Death & Dismemberment Zurich American Insurance Company	N/A
Package Georgia Interlocal Risk Management Agency (GIRMA)	N/A
Workers' Compensation - Buffer Layer Insurance Company of the South	N/A

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): Cyber Liability	IMMEDIATELY REPORT CLAIMS DIRECTLY TO:
Insurer: Underwriters at Lloyd's, London Policy Term: 3/20/2025 - 3/20/2026	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): Terrorism	IMMEDIATELY REPORT CLAIMS DIRECTLY TO:
Insurer: Underwriters at Lloyd's, London Policy Term: 5/1/2022 to 5/1/2023	Insurer/TPA Name: Underwriters at Lloyd's, London Phone: 1-855-497-0578 Fax: Email: SEClaims@ajg.com Web:
COVERAGE(S): Accidental Death & Dismemberment	IMMEDIATELY REPORT CLAIMS DIRECTLY TO:
Insurer: Zurich American Insurance Company Policy Term: 5/1/2025 to 5/1/2026	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): Active Shooter	IMMEDIATELY REPORT CLAIMS DIRECTLY TO:
Insurer: Underwriters at Lloyd's, London Policy Term: 5/1/2025 - 5/1/2026	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): Workers' Compensation - Buffer Layer	IMMEDIATELY REPORT CLAIMS DIRECTLY TO:
Insurer: Insurance Company of the South Policy Term: May 1, 2025 - May 1, 2026	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: 05/01/2025 TO 05/01/2026	Insurer/TPA Name: Midwest Employers Casualty Company Phone: Fax: Email: Web:

COVERAGE(S): Crime	IMMEDIATELY REPORT CLAIMS DIRECTLY TO:
Insurer: Allmerica Financial Benefit Company Policy Term: 05/01/2025 to 05/01/2026	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): Package	IMMEDIATELY REPORT CLAIMS DIRECTLY TO:
Insurer: Georgia Interlocal Risk Management Agency Policy Term: 05/01/2022 TO 05/01/2023	Insurer/TPA Name: Georgia Interlocal Risk Management Agency Phone: Fax: Email: Web:

Reporting to Gallagher or Assistance in Reporting

COVERAGE(S):	IMMEDIATELY REPORT CLAIMS DIRECTLY TO:
Gallagher Claim Center Policy Number: Policy Term:	Phone: 855-497-0578 Fax: 225-663-3224 Email: ggb.nrcclaimscenter@ajg.com

Gallagher STEP



STEP



Reduce Your Risk and Simplify Training

Safety training programs and educational materials for employees are critical for reducing accidents, increasing retention, and minimizing your total cost of risk now and in the future.

Gallagher Safety Training Education Platform (STEP) is our proprietary learning management system (LMS) that supports your safety program, provides real-time access to your loss control plans and keeps employees up to date with the latest safety standards.

Key Benefits of Gallagher STEP

- **Register** for up to 10 complimentary modules every year from a library of over 100 training and safety shorts. In addition, monthly bulletins are available, covering topics such as general and environmental safety, human resources, and health and wellness.
- **Save** valuable time by assigning employee training and monitoring their latest progress and completion.
- **Simplify** the process of training to stay in compliance and avoid costly penalties.
- **Onboard and train** an unlimited number of users while enhancing your overall risk control program.
- **Customize** your platform with your company's logo, training content and modules tailored to your business, and personalized procedures and forms for an added fee.

Please visit ajg.com/us/gallagher-step/ to learn more.

Most Popular Training Modules

- Sexual Harassment and Discrimination
- Slip, Trip and Fall Training
- Electrical Safety Training
- Back Safety Training
- Bloodborne Pathogens
- Safe Lifting Practices
- Defensive Driving Basics
- Fire Prevention Basics
- Personal Protective Equipment
- GHS Hazard Communication



Gallagher CORE360® is our unique, comprehensive approach of evaluating your risk management program that leverages our analytical tools and diverse resources for custom, maximum impact on six cost drivers of your total cost of risk.

Sample of Available Training Modules and Safety Shorts

Human Resources Training

- Americans with Disabilities Act (ADA)
- California Ethics
- California Sexual Harassment & Discrimination—Employees (English and Spanish)
- California Sexual Harassment and Discrimination—Supervisors (English and Spanish)
- Connecticut Sexual Harassment Prevention and Response
- Diversity
- Drug-Free Workplace—Supervisor
- Ethics in Action
- Fair and Accurate Credit Transaction Act (FACTA)
- Family Medical Leave Act (FMLA)
- Interviewing Strategies
- Job Applications
- Maine Sexual Harassment Prevention and Response
- Personnel Files
- Sensitivity Basics: Creating Positive Working Relationships
- Sexual Harassment and Discrimination—Employees
- Sexual Harassment and Discrimination—Supervisors
- New York City Sexual Harassment and Discrimination—Employees (English and Spanish)
- New York City Sexual Harassment and Discrimination—Supervisors (English and Spanish)
- New York State Sexual Harassment and Discrimination—Employees (English and Spanish)
- New York State Sexual Harassment and Discrimination—Supervisors (English and Spanish)
- Smart Hiring
- Smart Risk Management—Core Principles
- Theft
- Unsafe Acts
- Violence Prevention
- Workers Compensation Essentials
- Workplace Investigations Basics
- Wrongful Termination

Safety Training

- Accident Investigation Techniques
- Asbestos Awareness (General Industry)
- Basic Conveyor Safety
- Bloodborne Pathogens (English and Spanish)
- Creating a Safe Holiday Celebration
- Common Fire and Life Safety Hazards
- Continuity of Operations Planning
- Defensive Driving—Accident Scene Management
- Defensive Driving—Backing Safely, R is for Reverse
- Defensive Driving Basics—Part I (English and Spanish)
- Defensive Driving—Changing Lanes Safely
- Defensive Driving—Driving Safely in School Zones
- Defensive Driving—General Auto Risk Management
- Defensive Driving—Intersections
- Defensive Driving—Reducing Deer-Related Incidents
- Defensive Driving—Safe Following Distance
- Defensive Driving—Spring Weather Conditions
- Defensive Driving—Winter Weather Conditions
- Determining the Root Cause of Accidents
- Disaster Planning 101
- Electrical Safety (English and Spanish)
- Ladder Safety
- Employee and Family Disaster Planning
- Evacuation Planning and Procedures
- Fire Prevention Practices (English and Spanish)
- Forklift Safety Basics for General Industry
- Hazard Communication (English and Spanish)
- Hearing Protection
- Housekeeping—Custodial, Safe Housekeeping Practices
- Identifying Strain and Exertion Exposures (English and Spanish)
- Lead-Based Paint
- Lockdown Procedures
- Lockout/Tagout (English and Spanish)
- Machine Guarding (English and Spanish)
- Means of Egress (English and Spanish)
- Mold
- Office Ergonomics Defined
- Office Ergonomics—Working in Comfort
- Office Workstation Safety
- Office Workstation Safety for Supervisors
- Personal Protective Equipment (English and Spanish)
- Portable Fire Extinguishers I
- Portable Fire Extinguishers II
- Power Tool Safety
- Preparation for Physical Activity
- Preventing Back Injuries (English and Spanish)
- Preventing Slips, Trips and Falls (English and Spanish)
- Preventing Injuries When Lifting, Moving and Transferring Residents
- Safety Pays for Life
- Temp Staffing Services. Employee Safety Orientation (English and Spanish)

Safety Shorts

Two safety shorts are considered one module selection.

- Bloodborne Pathogens
- Electrical Safety
- Emergency Procedures
- Fire Prevention and Protection
- Hand and Power Tools
- Hazard Communication
- Housekeeping/Custodial—Before You Start
- Housekeeping/Custodial—Cleaning by Hand
- Housekeeping/Custodial—Emptying Trash
- Housekeeping/Custodial—Mopping and Emptying Buckets
- Housekeeping/Custodial—Preventing Slips, Trips and Falls
- Housekeeping—General
- Ladder Safety
- Lockout/Tagout
- Personal Protective Equipment
- Safe Lifting Practices
- Slip, Trip and Fall

The Gallagher Way.
Since 1927.

Please visit ajg.com/us/gallagher-step/ to learn more.

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GGB43790

Overview and Login Information

The Gallagher eRiskHub® portal provides you with exclusive risk management tools and best practices to improve your organization's cyber risk posture. This important resource serves your cyber risk management strategies by enhancing your capabilities in cyberattack prevention, loss mitigation and cyber risk transfer techniques.

To access the Gallagher eRiskHub® now:

1. Navigate to <https://eriskhub.com/gallagher>
2. Complete the new user registration at the bottom of the page. Choose your own user ID and password. The access code is **447597**.
3. After registering, you can access the hub immediately using your newly created credentials in the member login box located at the top right of the page.

If you have any questions about the Gallagher eRiskHub®, please reach out the eRiskHub® support staff at support@eriskhub.com

Key Features of the Gallagher eRiskHub®

- **Risk Manager Tools**—A collection of tools for risk managers including research of known breach events, information to calculate the potential cost of a breach event, sample policies, breach response planning and more.
- **Learning Center**—An extensive collection of thought leadership articles, webinars, videos and blog posts covering everything from emerging cyber threats to data protection and more.
- **Security and Privacy Training**—Resources for creating an effective security training program for your employees.
- **Strategic Third-Party Relationships and Partner Resources**—Information on third-party vendors that can assist your organization improve your overall cyber risk, as well as access to exclusive Gallagher discounts on tools.

Gallagher's Cyber Capabilities

Gallagher's Cyber practice has the expertise to deliver a full complement of cyber risk management and insurance services to help your team stay protected. We take a consultative, action-based approach to address the sophisticated and evolving nature of cyber liability to design custom solutions that meet your unique needs. For more information, please contact us.



Insurance | Risk Management | Consulting

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The information contained herein is offered as insurance industry guidance and provided as an overview of current market risks and available coverages and is intended for discussion purposes only. This publication is not intended to offer legal advice or client-specific risk management advice. Any description of insurance coverages is not meant to interpret specific coverages that your company may already have in place or that may be generally available. 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. Actual insurance policies must always be consulted for full coverage details and analysis.

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Benefits and HR Consulting to Support Diverse Workforces and Organizational Wellbeing

Your organization's success is powered by your people. When you partner with Gallagher's Benefits & HR Consulting team, we deliver a comprehensive approach to benefits, compensation, retirement, and employee communication that aligns your people strategy with your overall business goals. Let our consultants help you build a workplace that works better, so you can face the future with confidence.

Gain strategic insights through:

Gallagher Better WorksSM Insights

Expand your perspective on trending HR and benefits topics.

Workforce Trends Report Series

Access benchmarking data and insights from thousands of employers.

Best-In-Class Benchmarking Analysis

Find out how best-of-the-best employers build a better workplace.

Access innovative resources at your fingertips.

We provide the tools and experience to deliver actionable insights to your organization.

- Compliance resources
- HR and benefits technology trends
- Workforce evaluation
- Organizational wellbeing polls
- Data warehousing and insights
- Industry-specific resources

Health & Benefits

- Compliance Consulting
- Employee Benefits Consulting
- Pharmacy Benefit Management Consulting
- Small Business Consulting
- Voluntary Benefits Consulting

Financial & Retirement Services

- Executive Life & Benefits
- Investment Consulting
- Retirement Plan Consulting

Human Resources & Compensation

- Communication Consulting
- Compensation and Rewards Consulting
- Data & Research
- Human Resources Consulting
- HR Technology Consulting
- Multinational Benefits & HR Consulting
- Executive Search & Leadership Advisors

FACTS AND FIGURES*

7,500+

Benefits & HR Consulting employees worldwide

300+

Benefits & HR Consulting offices worldwide

90+

Countries with client Benefits & HR Consulting capabilities

Specialized experience in:

- Energy
- Equity M&A
- Healthcare
- Hospitality and Restaurant
- Nonprofit
- Public Sector and K-12 Education
- Religious

*Gallagher Benefit Services, Inc.

Gallagher Better Works™ Builds a Better Workplace

Gallagher Better Works™ is a holistic approach to attracting, engaging, and retaining the talent you need to help your organization grow. We work with you to develop benefits and HR programs at the right cost to optimize your annual talent investment, mitigate organizational risk, and build a wellbeing-centric culture that allows your people to thrive. Best of all, you'll be able to face the future with confidence, having gained a competitive advantage from a workplace that simply works better.

Physical & Emotional Wellbeing Solutions

- Legislative compliance guidance
- Employee health plan design and total rewards
- Pharmacy benefit plan design, RFP, and cost optimization
- Voluntary benefit plan design, employee education, and enrollment solutions
- Small business and emerging markets benefits and compensation

Career Wellbeing Solutions

- Internal employee experience communications
- Total rewards consulting
- Internal employee surveys and external stakeholder research
- Human resources policy, management, and strategy
- HR technology strategy, sourcing, implementation, and optimization
- Global benefits and HR strategy, and duty of care
- Talent search, organizational strategy, and leadership development

Financial Wellbeing Solutions

- Executive planning strategies for attracting, retaining, and rewarding key talent
- Fiduciary and institutional investment consulting to optimize plan assets for improved retirement outcomes
- Retirement plan design, fiduciary compliance, employee financial wellbeing education, coaching, and planning

Organizational Wellbeing Outcomes

- Unique workplace culture
- Improved employee retention
- Robust recruiting efforts
- Reduced organizational risk
- Enhanced employee experience



Gallagher Fiduciary Advisors, LLC ("GFA") is an SEC Registered Investment Advisor that provides retirement, investment advisory, discretionary/named and independent fiduciary services. **GFA** is a limited liability company with Gallagher Benefit Services, Inc. as its single member. **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. Neither Arthur J. Gallagher & Co., **GFA**, their affiliates nor representatives provide accounting, legal or tax advice.

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Gallagher money coaching services are provided in partnership with Your Money Line® and, as such, users will be required to contract directly with Your Money Line for certain services. Your Money Line is not affiliated with Gallagher companies but Gallagher companies may receive referral fees from Your Money Line under this partnership.

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Business Continuity and Resilience

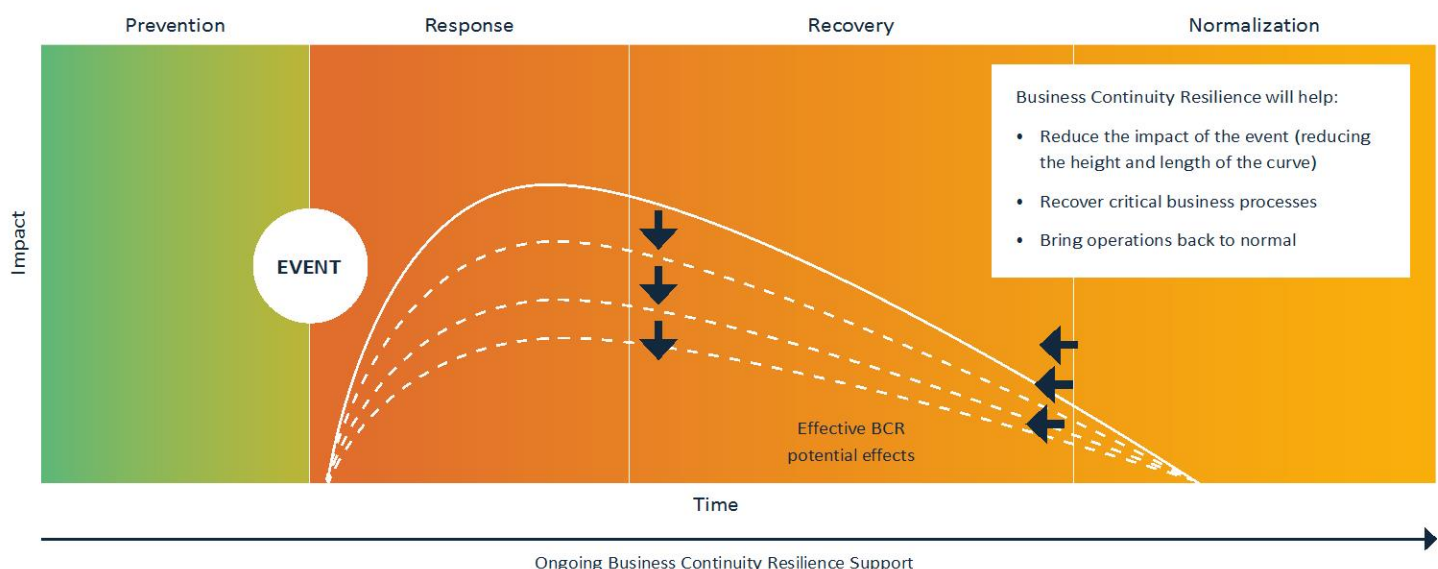
Organizations today must navigate an ever-changing business landscape and be prepared to respond to an increasing range of threats, such as:

- Supply Chain Disruptions
- Cyber Attacks
- Employee Misconduct
- Changing Regulatory Requirements
- Climate Change
- Geo-Political Unrest
- Digitization

Any of these risks could quickly escalate into a crisis and threaten your business. Without adequate planning and preparation, even a seemingly minor incident has the potential to escalate, and impact operations, brand reputation and financial results.

In light of the current market volatility and range of challenges, insurance companies are increasingly requiring organizations to have a Business Continuity Plan in place to demonstrate their resilience and readiness to respond and recover critical business operations. Resiliency planning will ensure you can identify, assess and manage risks and vulnerabilities of any kind, being more prepared to reduce the impact of an event. Having a plan in place builds confidence among key stakeholders such as employees, regulators, customers, investors, insurers and the public.

As a trusted partner and advisor, Gallagher's Business Continuity and Resilience Practice works with organizations in virtually every industry vertical. We offer tailor made solutions to assess your level of business resilience, develop custom plans for improvement, and then embed them into the organization through training programs. Additionally, we offer a free Resilience Ready assessment that enables you to assess your business's resilience score and pinpoint potential areas for future improvement.



Gallagher Offers A Variety Of Business Continuity And Resilience Service Offerings

Business Continuity

“All Hazard” business continuity plans reduce the operational impact of an incident by directly targeting the recovery of an organization’s value drivers — business processes that directly drive revenue and reputation. This enables an organization to recover more efficiently and effectively following a major business disruption or crisis. No matter the extent of your resources and infrastructure for business continuity, we are here to support your organization by offering planning guidance and training tailored to your specific needs.

Crisis Management

Crisis management plans prevent or mitigate risks to people, brands, reputations, and financial results and provide the overarching framework for all response and recovery activities within the organization.

Crisis Communications

Crisis communication plans communicate promptly, accurately, and confidently to all stakeholders during an incident or actual crisis and enable businesses to better coordinate internal and external global communications with media, employees, regulators, customers, investors, and the public at large.

Supply Chain

Supply chain risk management plans help assess and manage third-party risks and vulnerabilities to ensure that products and services continue to be delivered both during and following major disruptions.

Leaders Where It Counts

Gallagher was founded on a culture of service and a common interest doing what’s in our clients’ best interest. We understand the importance of leading with value-based decisions and exemplifying an overall commitment to integrity.

A Next Generation Engagement Solution

Gallagher Insight is a user-friendly web portal that allows secure, real-time collaboration between you and your Gallagher team. It empowers Clients with 24/7 access to their summary insurance information and an array of materials needed to run your risk management program, all at your fingertips on any device. Gallagher Insight is a password-protected portal accessible through any browser on your mobile phone, tablet or PC. Insight offers a modern design, robust features and upgraded functionality, including:

- Secure web-based document libraries for our clients
- Policy and document sharing with your Gallagher account team
- A private social network between your global team and ours
- Stewardship through goals, events and tasks set up by you and your Gallagher team
- Access to Gallagher's resource library
- Submission and tracking of service requests

Insight can be accessed from any electronic device using a secure ID and password to login.



The Gallagher Way.
Since 1927.

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Contractual Risk Compliance



Insurance | Risk Management | Consulting

Mitigate contractual risk with confidence

There is more to managing compliance than just collecting your third-party vendors' certificates. **Gallagher Verify**SM ensures you are tracking all the information you need to keep your company organized, compliant and properly protected. Take advantage of our intelligent technology and experienced compliance experts to gain insight into your level of risk, giving you the freedom to focus on your day-to-day operations.



Verified Testimonial

Gallagher Verify monitors expiration dates, insurance limits and other details across thousands of COIs. In addition, their team delivers a very consultative, custom approach, which has allowed us to significantly improve our overall risk exposure.

Protect your business from unknown risk

A majority of organizations face unknown risk. In fact, research shows that most organizations average only 20% compliance for vendor insurance. Gallagher Verify limits your unknown risk and significantly improves compliance. Most companies that use Gallagher Verify average over 80% compliance.*

Track more than just certificates of insurance (COIs)

Our cloud software has the capability to track and verify compliance for any type of document your business is required to keep on file. These documents can include but are not limited to:

W-9 forms	OSHA mod rates	Background checks
MVRs	Contracts	Certifications and licenses

Gallagher Verify brings big benefits to your business

- Increased profitability due to reduced internal administrative costs
- Insurance consulting with a risk advisor
- Reports and dashboards to manage compliance trends
- Ongoing monitoring of A.M. Best insurance carrier ratings and vendor compliance with A.M. Best ratings
- Easy-to-use cloud software used to track and record incoming COIs
- Proactive compliance calls to vendors
- Industry-specific software configurations

*Tier 2 model.



Learn More About CORE360®

Gallagher Verify is part of Gallagher **CORE360**, our unique, comprehensive approach to evaluating your risk management program that leverages our analytical tools and diverse resources for custom, maximum impact on six cost drivers of your total cost of risk.

We consult with you to understand your **contractual liability**, and how to mitigate risks and associated costs.

This will empower you to know, control and minimize your total cost of risk, and improve your profitability.

Tiers of service tailored to the needs of your organization

	Tier 1	Tier 2
Gallagher Verify cloud software	✓	✓
Dedicated implementation project managers (includes data entry and software configuration)	✓	✓
Automated COI endorsement and document compliance verification	✓	✓
Automated noncompliance and renewal notifications to vendors	✓	✓
Client access to software support	✓	✓
Customizable daily, weekly and monthly reports, and historical compliance dashboard widgets	✓	✓
Risk management consulting for clients (insurance requirement exception guidance)		✓
Outgoing vendor compliance enforcement and educational phone calls (up to four phone calls per certificate of insurance)		✓
Weekly or monthly client stewardship calls with a risk advisor		✓
Unlimited phone support for vendors with insurance and contract-related questions		✓

Verified Testimonial

When we initially implemented Gallagher Verify, our third-party insurance compliance was less than 20%. Today, compliance is more than 90%. The aggressive tracking of insurance requirements and vendor compliance mitigates financial exposure, should there be a claim.

The Gallagher Way.
Since 1927.

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Georgia Interlocal Risk Management Agency

Member Contribution Breakdown

LINE OF COVERAGE	Contribution Breakdown	Contribution Total
City of Hapeville (HA10)	Effective Date	05/01/2025
GENERAL LIABILITY		
Grants Administered	\$0	
GROSS OPERATING EXPENDITURES	\$37,758	
PARK ACREAGE	\$0	
HOUSING AUTHORITIES - UNITS	\$0	
PUBLIC UTILITIES - CABLE / TELECOM	\$0	
PUBLIC UTILITIES - ELECTRIC	\$0	
PUBLIC UTILITIES - GAS	\$0	
PUBLIC UTILITIES - SEWER	\$5,129	
PUBLIC UTILITIES - WATER	\$5,129	
REFUSE COLLECTION	\$1,720	
SCHOOLS - ALL OTHER STUDENTS	\$0	
SCHOOLS - TRADE OR VOCATIONAL STUDENTS	\$0	
WATER RELATED ACTIVITIES - # BEACHES, LAKES, POOLS	\$0	
GENERAL LIABILITY TOTALS		\$49,736

Georgia Interlocal Risk Management Agency

Member Contribution Breakdown

LINE OF COVERAGE			Contribution Breakdown	Contribution Total
AUTOMOBILE LIABILITY	Number of Vehicles	Contrib Per Vehicle	Total Contribution	
Buses - Public Transit Buses	0	\$0.00	\$0.00	
Buses - School Buses	0	\$0.00	\$0.00	
Motorcycles	3	\$162.81	\$488.43	
Private Passenger - All Other Type Cars	2	\$244.22	\$488.44	
Private Passenger - Fire Cars	0	\$0.00	\$0.00	
Private Passenger - Police Cars	57	\$2,200.18	\$125,410.26	
Trailers - Semi Trailers	0	\$0.00	\$0.00	
Trailers - Trailers	1	\$81.41	\$81.41	
Trucks - Ambulances or Paramedic Vehicles	4	\$651.25	\$2,605.00	
Trucks - Extra Heavy Weight	4	\$407.03	\$1,628.12	
Trucks - Fire Trucks	4	\$976.88	\$3,907.52	
Trucks - Garbage	3	\$976.88	\$2,930.64	
Trucks - Heavy Weight	0	\$0.00	\$0.00	
Trucks - Medium Weight	11	\$325.63	\$3,581.93	
Trucks - Van, Pickups, Light Trucks	39	\$244.22	\$9,524.58	
AUTO LIABILITY TOTALS	128			\$150,646

Georgia Interlocal Risk Management Agency

Member Contribution Breakdown

LINE OF COVERAGE			Contribution Breakdown	Contribution Total
AUTOMOBILE PHYSICAL DAMAGE	Number of Vehicles	Contrib Per Vehicle	Total Contribution	
Buses - Public Transit Buses	0	\$0.00	\$0.00	
Buses - School Buses	0	\$0.00	\$0.00	
Motorcycles	3	\$83.54	\$250.62	
Private Passenger - All Other Type Cars	2	\$167.07	\$334.14	
Private Passenger - Fire Cars	0	\$0.00	\$0.00	
Private Passenger - Police Cars	57	\$623.75	\$35,553.75	
Trailers - Semi Trailers	0	\$0.00	\$0.00	
Trailers - Trailers	1	\$41.77	\$41.77	
Trucks - Ambulances or Paramedic Vehicles	4	\$334.14	\$1,336.56	
Trucks - Extra Heavy Weight	4	\$167.07	\$668.28	
Trucks - Fire Trucks	4	\$501.21	\$2,004.84	
Trucks - Garbage	3	\$334.14	\$1,002.42	
Trucks - Heavy Weight	0	\$0.00	\$0.00	
Trucks - Medium Weight	11	\$167.07	\$1,837.77	
Trucks - Van, Pickups, Light Trucks	39	\$167.07	\$6,515.73	
PHYSICAL DAMAGE TOTALS	128			\$49,546

Georgia Interlocal Risk Management Agency

Member Contribution Breakdown

LINE OF COVERAGE	Contribution Breakdown	Contribution Total
UNINSURED MOTORIST LIABILITY		\$1,590
LAW ENFORCEMENT LIABILITY	\$2,200.57 per officer	\$77,020
PUBLIC OFFICIALS LIABILITY		\$51,710
PROPERTY (including Mobile Equipment and Boiler & Machinery)	Values / Rates	\$74,799
Total Insured Value	\$32,516,483	
Rate per \$100 of Value	\$0.2300	
POLICE ANIMALS	\$0	\$0
CRIME	\$24.48 per employee	\$3,525
TOTAL CONTRIBUTION*		\$458,572

* Figures may be off by \$1 due to rounding

Georgia Interlocal Risk Management Agency

GMA Property & Liability Self-Insurance Program

RENEWAL TERMS FOR 2025-2026

CITY OF HAPEVILLE

HA10

1050 Crown Pointe Pkwy., Suite 600
Atlanta, GA 30338

Coverage Period:

May-01-2025 to May-01-2026

Presented by:



201 Pryor Street
Atlanta, GA 30303

Quote Date:

4/28/2025

Administered by:

Lockton Companies

3280 Peachtree Road NE #1000
Atlanta, GA 30305

Georgia Interlocal Risk Management Agency

RENEWAL TERMS FOR 2025-2026

CITY OF HAPEVILLE

General Liability and Law Enforcement Liability	Limit of Liability
Each Occurrence	\$2,000,000
Personal & Advertising Injury	\$2,000,000
Products / Completed Operations	\$2,000,000
Failure to Supply Utilities	\$2,000,000
Fire Legal Liability	\$2,000,000
Law Enforcement Liability	\$2,000,000
General Aggregate	\$10,000,000
Medical Payments	Excluded
Form	Occurrence
General Liability Deductible	\$25,000
Law Enforcement Liability Deductible	\$25,000
Employee Benefits Liability	\$2,000,000
Employee Benefits Aggregate	\$10,000,000
Form	Occurrence
Deductible	\$25,000

Coverage Features:

- No Premium Audits
- Defense Costs Outside the Limit
- Special Events Liability
- Athletic Participants Liability
- Fireworks Display Liability
- Cemetery Professional Liability
- Limited Pollution Liability
- Non-Owned Aircraft & Watercraft
- Liquor Liability
- Limited Drone Coverage (\$50,000)
- Garage Liability
- Personal Injury Liability
- Authorized Moonlighting by Police Officers
- Jail Cell Operations
- Police Animal Liability
- Assault and Battery
- Inmate Medical Coverage
- Sexual Abuse Coverage
- Worldwide Territory

Disclaimer:

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Georgia Interlocal Risk Management Agency

RENEWAL TERMS FOR 2025-2026

CITY OF HAPEVILLE

Public Officials / Errors & Omissions Liability	Limit of Liability
Each Wrongful Act or Occurrence	\$2,000,000
Aggregate Limit	\$10,000,000
Form	Occurrence
Deductible	\$25,000

Coverage Features:

- No Premium Audits
- Defense Costs Outside the Limits
- Pay on Behalf Basis
- Personal Injury – to include:
 - Mental Anguish
 - Shock
 - Humiliation
- Employment Practices Liability – including coverage for:
 - Libel
 - Slander
 - Defamation
 - Sexual Harassment
 - Sexual Abuse
- Americans with Disabilities Act (ADA)
- Zoning Claims Seeking Monetary Demands
- Civil Rights Violations
- Services Performed Under a Mutual Aid Agreement

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Disclaimer:

Georgia Interlocal Risk Management Agency

RENEWAL TERMS FOR 2025-2026

CITY OF HAPEVILLE

Automobile Liability	Limit of Liability
Combined Single Occurrence Limit	\$1,000,000
Uninsured Motorists Liability	\$75,000
Hired & Non-Owned Liability	\$1,000,000
Medical Payments	Excluded
Deductible	\$25,000
Uninsured Motorist Deductible	\$1,000

Automobile Physical Damage	Limit of Liability
Limit	Actual Cash Value
Hired Physical Damage	Included
Vehicles Covered	Per Schedule
Comprehensive Deductible	\$2,500
Collision Deductible	\$2,500
Hired Physical Damage Deductible	\$2,500

Coverage Features:

- Automatic Coverage for Vehicles up to \$100,000 in value
- Automatic Liability Coverage for new vehicles
- Deductible Per Occurrence

	Limit of Liability
Crime / Fidelity	
Blanket Employee Dishonesty	\$500,000
Forgery or Alteration	\$500,000
Computer Crime	\$500,000
Money and Securities	\$500,000
Social Engineering Fraud	\$25,000
Deductible	\$2,500
Social Engineering Deductible Only	\$2,500

Coverage Features:

- Faithful Performance Included
- Includes all local and state required bonds

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Georgia Interlocal Risk Management Agency

RENEWAL TERMS FOR 2025-2026

CITY OF HAPEVILLE

Property	Limit of Liability
Total Insured Values	\$32,516,483
Blanket Building & Contents	\$31,156,220
Mobile Equipment	\$1,360,263
Computers ("EDP")	Included
Flood Limit – Including Zones A and V	\$10,000,000
Earthquake Limit	\$10,000,000
Coinsurance Provision	None
Locations Covered	Per Schedule
Valuation – Building & Contents	Replacement Cost
Valuation – Mobile Equipment	Actual Cash Value
Deductible – Buildings & Contents All Perils (Tier 1 Only-All Perils except Named Windstorm)	\$2,500
Deductible – Mobile Equipment All Perils (Tier 1 Only-All Perils except Named Windstorm)	\$2,500
Deductible – Named Windstorm for Tier 1 Only* * Applies separately to (1) Each separate building. (2) The value of personal property located in each separate building. (3) Each item of Mobile Equipment. (4) Actual value of Business Interruption and Extra Expense loss for the 12 months immediately following the date of the direct physical loss.	1% per unit
Automatic Coverage Extensions:	
Business Interruption	\$500,000
Extra Expense	\$500,000
Computers ("EDP")	\$500,000
Builders Risk	\$500,000
Property in Transit	\$500,000
Valuable Papers	\$500,000
Equipment Breakdown	Limit of Liability
Limit Per Occurrence	\$31,156,220
Ordinance or Law Limit	\$31,156,220
Hazardous Substance	\$250,000
Deductible	\$2,500
Automatic Coverage Extensions	
Ammonia Contamination	\$1,000,000
Expediting Expenses	\$10,000,000
Service Interruption	\$31,156,220
Spoilage / Consequential Damage	\$10,000,000
Water Damage	\$1,000,000

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Georgia Interlocal Risk Management Agency

RENEWAL TERMS FOR 2025-2026

CITY OF HAPEVILLE

Cyber	Limit of Liability
Security & Privacy Liability	\$250,000
Regulatory Action Sublimit of Liability	\$250,000
Event Management	\$250,000
Cyber Extortion	\$250,000
Deductible	\$10,000

Police Animal Mortality Coverage	Limit of Liability
Scheduled Limit	\$0
Deductible	Nil

Risk Management Services

<u>Type of Service</u>	<u>Annual Contribution</u>
Loss Control & Safety Training	
On Site Visitation	Included
Awareness Training	Included
Awareness Through Safety Bulletins	Included
Automobile Drivers Training	Included
Access to Safety Videos	Included
Safety Grant	
Based on a Contribution Volume and up to \$10,000	Included
*Subject to Approval & Requirements	
Employment Practices Help Line	
Legal Advice	Included
Property Appraisals	
Building Valuations	Included
Contents and Historical Valuations	Included
Crisis Management	
Provides \$50,000 for expenses incurred in response to a Crisis Event including Workplace Violence	Included

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Georgia Interlocal Risk Management Agency

RENEWAL TERMS FOR 2025-2026

CITY OF HAPEVILLE

Contribution Summary

<u>Line of Coverage</u>	<u>Annual Contribution</u>
General Liability	\$49,736
Law Enforcement Liability – Before Credit	\$77,020
<i>Law Enforcement Initiative Credit Amount</i>	<i>\$0</i>
Law Enforcement Liability – After Credit	\$77,020
Public Officials Liability	\$51,710
Automobile Liability	\$150,646
Automobile Physical Damage	\$49,546
Property – Buildings & Contents	\$68,300
Mobile Equipment	\$2,729
Police Animal Mortality	\$0
Crime / Fidelity	\$3,525
Boiler & Machinery	\$3,770
Uninsured Motorist	\$1,590
Sub Total	\$458,572
Less Renewal Credit	\$12,359
Total	\$446,213

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GIRMA Changes to Coverage Document effective May 1, 2025

1. Added an exclusion to the EXCLUSIONS section of Automobile Liability coverage section, pg. 38, II.B.7, as follows:

7. In the case of a Named Member that is a regional commission established pursuant to Title 50, Chapter 8 of the Georgia Code, or any predecessor provision, to any claim arising out of or in any way connected with use of a Covered Automobile to transport persons who are not employees of the Named Member for hire or under any contract between the Named Member and a third-party to provide transportation services.

2. Amend the definition of MOBILE EQUIPMENT under the PROPERTY COVERAGE SECTION DEFINITIONS, pg. 21, II.E as follows:

E. MOBILE EQUIPMENT

The term “Mobile Equipment” shall mean bulldozers, farm machinery, forklifts, vehicles which travel on crawler treads, road resurfacing equipment, graders, scrapers, rollers, street sweepers, all-terrain vehicles and any machinery or equipment attached permanently thereto.

3. Added the following language to the GENERAL CONDITIONS APPLICABLE TO THE CASUALTY COVERAGE SECTIONS, pg. 15, III.E:

E. SUPPLEMENTARY PAYMENTS

GIRMA will pay, with respect to any claim GIRMA investigates or settles, or any suit against a Member that GIRMA defends:

1. All expenses GIRMA incurs.
2. All reasonable expenses incurred by the Member at GIRMA’s request to assist in the investigation and defense of the suit.
3. All court costs taxed against the Member in the suit. However, these payments do not include attorneys’ fees or attorneys’ expenses taxed against the Member.
4. Prejudgment interest awarded against the Member on that part of the judgment GIRMA pays. If GIRMA makes an offer to pay the Limit of Liability, it will not pay any prejudgment interest based on that period of time after the offer.
5. All interest on the full amount of any judgment that accrues after entry of the judgment and before GIRMA has paid, offered to pay, or deposited in court the part of the judgment that is within the applicable Limit of Liability.

The payments described in (1) through (5) above will not reduce the Limit of Liability.

4. Amended the Deductible clause under the GENERAL CONDITIONS APPLICABLE TO THE ENTIRE COVERAGE AGREEMENT, pg. 9, I.G, as follows:

G. DEDUCTIBLE

The obligation of GIRMA to pay for covered loss, covered damages and defense costs on behalf of the Member shall apply only to the amount of covered loss, covered damages, defense costs, and supplementary payments in excess of the applicable _____ deductible amount shown in Declarations III. The deductible amount so stated applies on a per Occurrence or Wrongful Act basis, as applicable. The terms of the Coverage Agreement, including those with respect to GIRMA's rights and duties for the defense of suits, apply irrespective of the application of the deductible amount. GIRMA may pay any part or all of the deductible amount to effect a settlement or defend any claim or suit, and upon notification of the action, the Named Member shall promptly reimburse GIRMA for such part of the deductible amount as has been paid by GIRMA. If a deductible amount is changed (e.g., upon May 1 renewal), the change will apply with respect to Occurrences and Wrongful Acts happening on or after the effective date of the change.

5. Added language to the definition of NAMED MEMBER under GENERAL COVERAGE DECLARATIONS, pg. 2, VI, as follows:

VI. NAMED MEMBER

The entity indicated on Page 1 of this Coverage Agreement that has entered into this contract with GIRMA and, with respect to the Property Coverage Section (p18) and the Crime Coverage Section (p45), any Authority, Board, or Commission meeting definition of VII.D below.

6. Added language to the GENERAL EXCLUSIONS APPLICABLE TO THE PROPERTY COVERAGE SECTIONS, pg. 4, II.F., as follows:

E. loss or damage to personal property caused by processing, renovating, repairing, failure to repair, or faulty workmanship thereon, or loss or damage to real property caused by faulty workmanship thereon, unless fire or explosion ensues, and then only for direct loss or damage caused by such ensuing fire or explosion;



2025 GIRMA MARKETING BROCHURES

2024

safety and liability

Management Grant Program



The Safety Grant Program is made available by the Georgia Municipal Association's Risk Management Programs through Local Government Risk Management Services.

Program Contact

Dan Beck, Director LGRMS 800.650.3120
dbeck@lgrms.com

Grant Requests Should be Submitted to:
Local Government Risk Management Services

Attention:

Safety & Liability Management Grant Program
3500 Parkway Lane, Suite 110 Peachtree Corners, GA
30092

Offered to members of the Georgia Interlocal Risk Management Agency and the GMA Workers Compensation Self-Insurance Fund

Safety and Liability Management Grant Program for Members of GMA's Risk Management Programs

The Georgia Municipal Association's Risk Management Programs have established this Safety and Liability Management Grant Program. The program is offered ONLY to members of GMA's property and liability fund (GIRMA) and GMA's workers' compensation fund (GMA WCSIF).

The program works to provide financial incentive to assist members in improving their employee safety and general public liability loss control efforts through the purchase of

training, equipment, or services. Examples of eligible requests include purchasing training videos, seminar fees for safety or liability-related programs, departmental accreditation or certification fees and expenses, body armor for law enforcement, reflective vests/garments and confined space entry or retrieval equipment. A more complete listing of eligible grant requests can be located on page four of this brochure.

Participant Eligibility

To be eligible for a grant, a member must meet the following criteria:

- **Current in payment of contributions and fees.**
- **Participation by any member employee in at least one LGRMS-sponsored training program within the past year of the grant request.**
 - ***NEW*** Crisis Coordinator Program - An additional training session may also meet the requirement by **one person completing the 3.5-hour online Crisis Coordinator Program**. A summary will NOT be required, and a certificate will be earned to document the training.
- **If applicable, current in response to recommendations made by LGRMS during an on-site visit.**
- **Designation of a specific person as the member's Safety Coordinator or the member's Law Enforcement Risk Specialist (LERS).**

NOTE: The designated Safety Coordinator is expected to attend Introduction to Local Government Safety Coordinator Modules 1,2, & 3. The designated Law Enforcement Risk Specialist is expected to attend Law Enforcement Risk Specialist training. We look back a year from the application to see if the required course has been completed. The Law Enforcement Risk Specialist will need to complete a one-day regional training requirement.

- **Show proof of a written policy on holding safety meetings/trainings.** A minimum of one per quarter is required.
NOTE: This policy must be signed by the Mayor and City Administrator/Manager for cities or the Executive Director for authorities. The meeting requirements can be met through meetings involving safety committees, employee training sessions, or departmental heads' meetings to discuss safety topics. The safety training sessions may involve safety-related video presentations, instructional safety talks, or open discussions on safety issues. The city's designated Safety Coordinator should be involved with this commitment. If your written policy was approved in the previous year, you will not need to resubmit the written policy, but you will need to submit verification that meetings took place.
- **Show proof of a written policy requiring a minimum of two safety self-inspections per year.** A minimum of one every six months is required.
NOTE: This policy must be signed by the Mayor and City Administrator/Manager for cities or Executive Director for authorities. Self-inspection forms are available as part of Safety Coordinator training sessions and a sample form is available on the LGRMS website, www.lgrms.com. You will not need to resubmit the written policy if approved the previous year, but you will need to submit proof of inspections each year.
- **Show proof the Safety Meeting/Training Policy and the Self-Inspection Policy mentioned above have been implemented.** This can be copies of meeting minutes, sign-in sheets showing the topic of any safety training program, and completed self-inspection forms.
- **Show proof there is a written mandatory Seat Belt Usage Policy signed by the current Mayor and City Administrator/Manager for any city or the Executive Director for any authority.** This policy should apply to anyone conducting city/authority business that is riding in or driving owned/operated vehicles or operating construction equipment equipped with seat belts. You will need to provide a description of how this policy was distributed to all employees.
- **Only for those members with premiums over \$100,000 - Show proof that the member's leadership and safety team have reviewed applicable loss trends over the last five years and developed goals and associated action plans to address those trends.** Safety Action Plan instructions and templates are available from your Loss Control Field Representative, at www.lgrms.com, and will be distributed electronically with this grant application.

The Grant Process

PROGRAM GUIDELINES

- The grant will pay 100% for all approved items according to the schedule below:

Premium Level	Grant Level
Premiums of \$200,000+	\$10,000
Premiums between \$60,000 & \$200,000	5% of premium
Premiums between \$6,000 & \$60,000	\$3,000
Premiums between \$1,000 & \$6,000	50% of premium
Premiums of less than \$1,000	\$500

The grant is available through both GMA WCSIF and GIRMA, so members participating in both may apply for two separate grants.

- The GIRMA grant will also reimburse 25% of the cost (up to the maximum grant eligibility) for IT in a Box. No supporting documentation is required.
 - IT in a Box is designed to help cities take proactive action against cyber-security risks by deploying modern up-to-date technology, policies, and best practices. **(LIMIT to 5 Years of Grant Reimbursement)**
- A documented mandatory use guideline or SOP signed by the department head and either the Mayor, top Administrator, or Executive Director must be included for each safety equipment request. This is generally required for types of equipment such as respirators, AEDs, trenching equipment, confined space apparatus, body armor, body cameras, etc.
- Grant funds will be distributed on a first-come, first-approved basis until all eligible funds have been expended.
- The purchase must be made during the current calendar year that runs from **1/1 to 12/31**.
- The review of 2024 grant applications will begin on **2/1/2024**. All grant applications must be received or postmarked before **9/30/2024**.
- Please avoid submitting multiple grant applications.
- The grant request must be signed by the Mayor or top Administrator for cities or the Executive Director for all other organizations.

PROCEDURES TO REQUEST GRANT MONIES

- Determine whether you have a need that fits the intent of the grant program.
- Determine all requirements have been met. Please see the enclosed checklist.
- Complete the application.
- Gather the necessary documentation to include the following:
 - Copy of the properly signed mandatory use policy or SOP for any equipment purchase.
 - Copy of a purchase order or list of items with expected cost if considering a purchase.
 - Copy of a paid invoice or receipt if the purchase has already been made.
 - Copies of the written policies for the required safety meetings/training, self-inspections, and seat belt usage policy. Please include any required proof of meetings, self-inspections, seat belt usage policy training or distribution.
- Submit the completed application, along with documentation, to LGRMS, 3500 Parkway Lane, Suite 110, Peachtree Corners, Georgia 30092. You may also scan and send email to lgrmsadmin@lgrms.com
- Wait to receive a confirmation, denial, or a request for additional information.
- Grant funds will be released upon final receipt of paid invoice/bill.
- If additional information is requested, gather and return it to LGRMS as soon as possible.

PROGRAM ADMINISTRATION

Each submitted grant request will be subject to approval by a committee made up of the Deputy Executive Director (RMEBS), the Director of Risk Management Services, and the Director of LGRMS, with input from the appropriate LGRMS field representative. Priority will be given to grant requests that have a direct impact on employee safety or a reduction of liability exposures. The Committee will have the final determination whether a grant request meets the overall intent of the program. Completed requests will be logged into the master list of requests and processed in the order received. Incomplete requests will not be recorded into the master list until all necessary documentation has been received. All requests will be acknowledged as having been approved, not approved, or partially approved. Funds will only be dispensed after final documentation has been received for the necessary approved purchase or expense. Any grant requests received after all funds have been depleted will be returned to the member.

GRANT PROCESS TIME (Average payment processed in 3 to 4 months)

- LGRMS receives your grant application, identifies any issues with your documentation, and sends the member an acknowledgment e-mail with any needed documentation. This will usually take 2 to 6 weeks.
- LGRMS will review your application with the GMA Grant Board. This Board will either approve or decline the items you have requested. This will usually take an additional 2 to 6 weeks.
- LGRMS will then send the member an e-mail indicating the items approved for the grant.
- The member will then purchase the items requested and send LGRMS the proof of purchase documentation. Once received, it will usually take 2 to 6 weeks to deliver your check.

Georgia Municipal Association

Safety and Liability Management Grant Program Application

IMPORTANT INSTRUCTIONS: Please complete ONLY ONE application per member (Application can include both GIRMA and WCSIF items). Please use your computer keyboard to accurately input all data requested below. All communication will be conducted via email. Data clarity and accuracy is critical to a swift approval of your grant. Incomplete applications may be sent back for completion. Click on the blue square at the bottom of the application page to access the link for the [Items Requested for Reimbursement Excel Template](#).

Full Legal Member Name (City, Town, Authority):														
Date of Application:														
Mayor of Highest Elected Official's Information														
Name:								Title:						
Email Address:														
City Manager or Highest Non-Elected Official's Information														
Name:								Title:						
Email Address:														
Key Grant Contact (All grant communications will be sent to this employee)														
Name:								Title:						
Email Address:														
Additional Personnel That Should Be Included on Approval														
Name:								Title:						
Email Address:														
Designated Safety Coordinator														
Name:						Title:								
Dates Safety Coordinator courses were completed or plan to attend			SC1:				SC2:				SC3:			
Regional Training Attended														
Regional Training attended by:						Title:								
Regional Training attended or to be attended:						Date of training attended or to be attended:								

Member's Grant Approval/Submittal Authorization

IMPORTANT INSTRUCTIONS: Please complete the excel template provided for all your requested granted items. Please have your Mayor or Top Administrator, Executive Director print and sign their name below. By signing below, they approve the list of items being requested. Click on the blue square at the bottom of the application page to access the link for the [Items Requested for Reimbursement Excel Template](#).

	Please Print Name	Signature
Mayor, Top Administrator, or Executive Director		

Application Checklist

☐ Copy of the properly signed written policy for Seatbelt use and description of distribution process	☐ Copy of the properly signed written policy for Safety Meetings ☐ OR Submitted Safety Meeting Policy in previous year. ☐ Proof or sample documentation of the meetings
☐ A documented mandatory use guideline or SOP signed by the department head and either the mayor, top Administrator, or Executive Director must be included for each safety equipment request.	☐ Copy of properly signed written policy requiring self-inspections, ☐ OR submitted self-inspection policy in previous year ☐ Proof or sample documentation of the completed inspections
☐ Member employee has attended an LGRMS sponsored training program within the last year.	☐ Designated Safety Coordinator, current on attendance at Safety Coordinator, I, II, and III training.
☐ Receipts/Purchase Order attached for each requested item.	☐ List of all requested equipment that includes the expected cost.
☐ If applicable, current in response to recommendations made by LGRMS during onsite visits.	☐ (Only required for premium over \$100,000) completed and signed copy of LGRMS Risk Reduction

Scan completed application and e-mail to: lgrmsadmin@lgrms.com
Subject Line: Safety and Liability Management Grant Program

[Click here to download the
Items Requested for
Reimbursement Excel
Template](#)



Georgia Municipal Association

P.O. Box 105377
Atlanta, Georgia 30348
Phone 404-688-0472

www.gacities.com



Local Government Risk Management Services

3500 Parkway Lane
Suite 110
Peachtree Corners, GA 30092

Phone: 678-686-6279
Toll-free: 800-650-3120
Fax: 770-246-3149

www.LGRMS.com

**Serving Local
Government Is Our
Only Business**

Typical Items Eligible for Grant Reimbursement

WCSIF or Workers' Comp Approved Items

Can the item requested reduce the risk of employee injury or workers' compensation claim? If yes, it is likely to be approved. Items typically approved include: training videos, fees for attending a safety course or seminar, purchasing safety related services, equipment such as soft body armor for law enforcement, reflective vests or garments, confined space entry or retrieval equipment, trench boxes or shoring equipment, chemical handling gloves, aprons, face shields, respirators, etc.

[\(Link to List of Preapproved WCSIF Items\)](#)

GIRMA or Property and Liability Approved Items

Can the item requested reduce the risk of a property and liability claim? If so, it is likely to be approved. **Items typically approved include:** training videos, fees for attending a liability course or seminar, purchase of risk reducing services, department accreditation or certification fees (i.e., CALEA, Georgia Chiefs), and equipment such as playground enhancements (i.e., netting, sand, cross ties, etc.), traffic control (i.e., barriers, cones, fencing, signs flagger cert, flares, beacons), vehicles (i.e., safety lights and camera systems), law enforcement items (i.e., gun locking devices, in-car/body/taser cameras, etc.)

[\(Link to list of Preapproved GIRMA Items\)](#)

Ineligible Requests

The grant will not cover Personal Protective Equipment (PPE) **less than \$20 per pair or any disposable items** (i.e., hard hats, general use safety glasses, safety shoes, flashlights, disposable gloves, or any other disposable item, etc.), weapons of any type, staff salary costs, general training requirements for a specific position (i.e., police or fire academy training programs), general equipment that can be used for multiple purposes (i.e., computers, furniture, etc.), or Association Dues/fees.

GIRMA Cyber Coverage

Information Privacy and Security Liability and Expense

WHAT IS IT?

GIRMA's Cyber Coverage benefit provides protection for expenses associated with a Data Breach, Security Breach, or Cyber Extortion Loss. Coverage includes Liability, First Party Loss, and Breach Response. **The Combined Single Limit of \$250,000 per Member, subject to a \$10,000 per claim deductible, is included for all Members at no additional cost.**

We recommend consideration of higher limits above what GIRMA provides. Please contact Lindsey Albright at 706-877-6400 with any questions.

Please note the below is a summary of coverage only. The coverage afforded by the GIRMA Information Privacy and Security Liability and Expense endorsement will prevail.

LIABILITY

Coverage responds to pay Damages and Claim Expenses which the Member is legally obligated to pay due to the following:

- ❖ Data Breach
- ❖ Security Breach
- ❖ Member's failure to timely disclose a Data Breach or Security Breach
- ❖ Member's failure to comply with Privacy Policy related to Personally Identifiable Information or PII

Coverage also responds to:

- ❖ Pay Penalties and Claim Expenses Member is legally obligated to pay because of a Regulatory Proceeding due to Data Breach or Security Breach
- ❖ Indemnify Member for PIC Fines, Expenses, and Costs
- ❖ Damages and Claims Expenses for Medial Liability

FIRST PARTY LOSS

Coverage responds to Business Interruption Loss as a result of a Security Breach, Cyber Extortion Loss as a result of an Extortion Threat, and Data Recovery Costs incurred as a result of a Security Breach. *These payments and expenses are subject to GIRMA's prior written consent.*

- ❖ Income Loss and Extra Expense sustained during the Period of Restoration as a result of the actual interruption to Member's business operations caused by a Security Breach
- ❖ Extortion Payment that has been made by or on behalf of Member
- ❖ Reasonable and necessary expenses incurred by Member to prevent or respond to an Extortion Threat.
- ❖ Reasonable and necessary costs incurred by Member to regain access to, replace, or restore Data

BREACH RESPONSE

Coverage responds to Breach Response Costs incurred by the Member because of an actual or reasonably suspected Data Breach or Security Breach. *These costs are subject to GIRMA approval and use of the GIRMA Breach Response panel.*

- ❖ Legal Expenses to provide necessary legal advice to evaluate Member obligations pursuant to Breach Notice Laws or a Merchant Services Agreement
- ❖ Computer security expert to determine existence, cause, and scope of suspected Data Breach
- ❖ Costs for notification to those individuals whose PII was potentially impacted by Data Breach
- ❖ Provides up to one year of credit monitoring, identity monitoring, or other personal fraud or loss prevention solution to individuals whose PII was potentially impacted
- ❖ Public relations and crisis management costs directly related to mitigating harm to the Member



EXCELLENCE IN POLICING CERTIFICATION PROGRAM

Georgia cities of all sizes can reduce law enforcement liability through the Excellence in Policing Program. The program walks agencies through the process of strengthening departmental policies and practices. It demonstrates a commitment to the highest professional standards, offers peace of mind for city leaders, and prioritizes equity and inclusion.

The Excellence In Policing Certification is a cooperative effort between the Georgia Municipal Association (GMA), Georgia Association of Chiefs of Police (GACP) and Local Government Risk Management Services (LGRMS). This certification is a stepping-stone for cities seeking Georgia Law Enforcement Certification and is a requirement in GMA's Certified City of Diversity, Equity, Inclusion, & Belonging program in the category of Public Safety and Restorative Justice.



CRITERIA

The Excellence In Policing Certification criteria was determined by a committee of 16 members including mayors, police chiefs, attorneys, a community activist and mental health expert. The result is an affordable, achievable, scalable and measurable set of guidelines for public safety agencies. The program is available to cities that participate in GMA's property and liability program, the Georgia Interlocal Risk Management Agency (GIRMA).

REQUIRED POLICIES

- Equal Opportunity Employment Plan
- Officer Code of Conduct
- Vehicle Operations and Pursuit
- Evidence and Property
- Search and Seizure
- Use of Force/Response to Aggression Arrest
- Equipment Usage
- Off-duty Employment
- Crisis Incident Stress Management
- Body and Car Cameras for All Officers
- Public Safety Information Officer

PROGRAM COSTS

- Certification term is 3 years
- \$150 Application Fee (one time)
- Annual Program Fee based on # of sworn officers
 - <25 = \$200
 - 25-99 = \$300
 - 100+ = \$400

PROGRAM BENEFITS



OPERATIONAL EXCELLENCE

- Law enforcement leadership is trained and proactive
- Improved morale, recruitment and retention as a best-in-class agency
- Policies are in place that lower the agency's risk



RISK REDUCTION AND COST SAVINGS

- 5% Discount on GIRMA Law Enforcement Liability Insurance Coverage
- Mitigate risk of high liability claims
- Long-term reduction in premium and associated costs



RECOGNITION

- GMA & GACP statewide recognition for achieving Certification



NEED HELP?

The Hotline for Employment Legal Problems is a free service provided to GMA's property and liability program members.

What is HELP?

HELP stands for Hotline for Employment Legal Problems and is a service designed to assist GIRMA members with potential employment and personnel relates issues. HELP allows GIRMA members to consult legal counsel specializing in employment-related issues prior to making or implementing a personnel decision.

GIRMA

Administered by GMA, the Georgia Interlocal Risk Management Agency (GIRMA) is an intergovernmental risk-sharing fund created in 1987 to provide property and liability coverage to local government entities in Georgia. Contributions from GIRMA's membership of over 300 members are pooled to pay claim defense, claim losses, insurance to limit exposure, and administrative expenses.

Members of the Fund

Municipalities, municipal authorities and commissions, RCs, and municipal school districts with an average daily student population of at least 2,800 are eligible to participate in the fund.

Available Property and Liability Coverage

Coverages are offered to members for Property, including boiler and machinery; auto physical damage and liability; law enforcement liability; general liability; public officials' liability; employee benefits liability; pollution; fidelity, including crime and all bonds.

Advantage of Membership

- GIRMA is controlled by its members, therefore is responsive to the member's individual needs.
- GIRMA's claims process allows more input and control from the members.
- Administrative benefits include: property valued under \$100,000 automatically covered; easy renewal process; common renewal date; and no premium audit.
- Financial benefits include: competitive pricing and insulation from the pricing volatility of the insurance marketplace.

CALL 1-800-721-1998

What are the program benefits of HELP?

The GIRMA Board of Trustees have taken a proactive approach to reduce the potential of employment and personnel-related claims against GIRMA members. Regardless of whether the GIRMA member wins the suit, the cost of defense of these type claims is significant. So often, GIRMA has found that had a GIRMA member taken the appropriate action prior to an employment or personnel decision, a costly claim and time consuming litigation could have been avoided.

HELP is designed to be an aid to officials of GIRMA members or their legal counsel. HELP is not intended to supplant the local legal counsel or the city attorney on employment issues. Local legal counsel or the city attorney should always be consulted on questionable employment issues.

Member Claim Deductible will be waived?

GIRMA will waive the member deductible for any resulting member claim that arises out of a HELP issue as long as the member has followed the advice provided by the HELP attorney.

How does HELP work?

GIRMA has established a toll-free telephone line which connects directly to the law office of Elarbee, Thompson, Sapp and Wilson. The law firm specializes in employment legal issues and serves as defense counsel for GIRMA on employment-related cases.

When GIRMA members call the HELP toll-free telephone number, they contact a paralegal who will ask for preliminary information. The paralegal will consult an attorney who will review and evaluate the preliminary information. An attorney will respond directly to the member with advice and recommendations.

Who should call HELP?

GIRMA requests that the service be used by the person making or recommending the employment or personnel decision, such as the chief administrative officer, chief executive or city attorney.

When should I call HELP?

The service should be used when an employment or personnel decision needs to be made which may have significant legal consequences.

What are the costs to call HELP?

HELP is a free service to GIRMA members. The telephone call and legal advice is at no cost to the GIRMA member.

For More Information:

Stan Deese, Director Risk Management Services

Phone: 678-686-6221 Email: sdeese@gacities.com

Toll-free in Georgia: 888-488-4462





IMPORTANT INFORMATION REGARDING THE

GIRMA Inmate Medical Program



Dear Member,

You are a member of the Georgia Interlocal Risk Management Agency (GIRMA), GMA's property and liability self-insurance fund. Because GIRMA members are also the owners of the program, the Board of Trustees has always searched for additional ways to help the membership contain costs while ensuring they are meeting their obligations.

A 1976 Supreme Court Ruling mandated that jails and prisons are responsible for inmate medical needs. As a result, cities with police departments and arrest authority are responsible for the medical care of inmates *no matter how much it costs the city*.

Recognizing that this is a significant exposure to GIRMA members, GIRMA began offering the Inmate Medical Program to all members of GIRMA. We have partnered with Correctional Risk Services, Inc. (CRS) Inmate Medical Program to assist with claims management.

The Inmate Medical Program is comprised of two parts: **Medical Claims Management Services and Excess Inmate Medical Insurance**. The good news is there is no reporting requirements to participate in this program. If you have arrest authority, you have the coverage automatically.

We are confident that implementation of an Inmate Medical Program for all GIRMA members can be a solution to help the member avoid financial surprises and reduce administrative burdens.

Kind Regards,



Stan Deese, GMA
Director, Risk Management Services

This is offered to you as a GIRMA member at no additional cost.

PROBLEMS

- Members are responsible for the medical care of arrestees, detainees and inmates
- Members face **unlimited risk**
- The person responsible for paying medical claims is often **inexperienced in medical cost containment**
- Catastrophic situations may cause the city's **budget to suffer**
- Smaller cities are **unable to purchase coverage**
- Current methods employed to manage medical expenses:
 - Indigent Care Rates
 - Full Rates
 - Emergency Room Rates

CURES

- Provide **claims management** for members through CRS
- **Cost containment** through CRS' bill review, PPO network and monitoring all medical bills-even below the deductible
- Provide **catastrophic medical protection** through GIRMA
- **\$10,000 deductible** will apply per person per year
- **No size limitations**



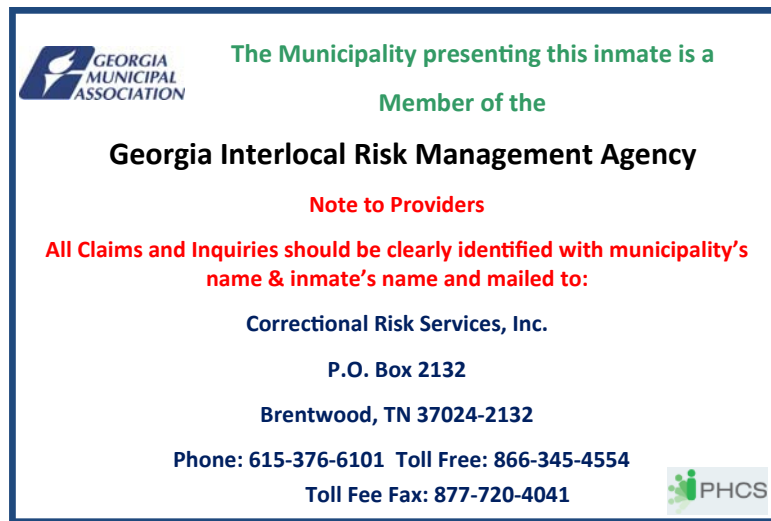
CLAIMS MANAGEMENT SERVICES

WILL:

- ⇒ Determine if the medical treatment was actually delivered
- ⇒ Provide hospital and physician discount and/or per diems through the CRS PPO network
- ⇒ Determine error/duplicate billing
- ⇒ Determine if inmate has private medical insurance or is within COBRA eligibility period
- ⇒ Negotiate provider 'quick pay' discounts
- ⇒ Provide detailed claims reports

HOW MEDICAL CLAIMS MANAGEMENT SERVICES WORK:

- CRS provides an ID card that is presented to a doctor or hospital when an inmate is taken for medical treatment. That ID card tells the doctor or hospital to send all bills, questions, inquiries, etc. to CRS.



- When the bill arrives at CRS, CRS verifies the claim is for an eligible inmate by sending a fax to the member asking for booking and release times for that inmate. After it is verified as an eligible charge, CRS then uses its expertise, software and national PPO network to evaluate and reduce the bill.
 - Each week a summary of the bills that have been processed is sent to participating members. The invoice lists each charge for each inmate, the doctor or hospital, the reduced amount of the bill, fees to CRS (a percentage of the savings) and the total amount due. Copies of the doctor and hospital bills are also made available.
 - City pays GIRMA for total invoice amount. CRS then sends payment to all medical providers, **saving City both time and money.**
- ⇒ CRS fees are a percentage of savings. If no money is saved, no fee is charged.

NEW COVERAGE ENHANCEMENTS:

- A Prescription Drug Savings Plan helps cut costs for inmate prescription medications.
- ⇒ City presents pharmacy with Prescription ID card.
- ⇒ Over 60,000 pharmacies
- ⇒ Average savings on prescription medications are 15% for brand name and 53% on generic.
- ⇒ No charges or fees for utilizing Inmate Prescription Drug Savings Plan!

HOW DOES THE AFFORDABLE CARE ACT IMPACT YOUR CITY JAIL:

The Affordable Care Act went into effect on January 1, 2014. Many cities are under the assumption that this means the medical bills of those incarcerated will not be the responsibility of their city. This is not necessarily true.

All proposals to expand and or reform Medicaid eligibility in Georgia failed to pass in the 2013 legislative session. What this means is that low-income, un-insured individuals will not be newly eligible for Medicaid coverage (based on their income) in the State of Georgia.

This means your City will continue to bear the burden.

INMATE EXCESS MEDICAL INSURANCE COVERS:

- ⇒ Inpatient Hospitalization
 - ⇒ Outpatient Surgical Charges
 - ⇒ Emergency Room Charges
 - ⇒ Physician & Surgeon Fees
 - ⇒ Anesthesiologist /Radiologists
 - ⇒ Nurses
 - ⇒ Diagnostic x-ray & laboratory services
 - ⇒ Dressings, drugs & medicines
- ⇒ Medical conditions such as cancer, heart, kidney, diabetes
 - ⇒ Accidental injuries
 - ⇒ Fights
 - ⇒ Self-Inflicted injuries
 - ⇒ Attempted suicide
 - ⇒ Policy Limit up to \$250,000 per Inmate per year less deductible
 - ⇒ No Pre-Existing Medical Condition Limitations

CONTACTS FOR INMATE MEDICAL COVERAGE

Lindsey Albright, GIRMA

404-224-5044

lindsey.albright@willistowerswatson.com

DJ Kreal, CRS

615-376-6101

dkreal@crisks.com

Stan Deese, GMA

678-686-6221

sdeese@gacities.com



PRESCRIPTION DRUG SAVINGS PLAN

BIN #: 011867

Group #: HTA325G

Rx ID #: HTA325G

Pharmacy Help: 877-459-8474

Customer Care: 888-277-3911

THIS IS NOT INSURANCE



CRS

HEALTHTRANS

Present this **FREE** card along with your valid prescription to receive discounts between 10% to 85% on brand and generic medications.

To find a pharmacy near you, check a drug price, or print additional cards, please visit:

www.rxdiscout123.com/hta325

This card is valid at most pharmacies, with over 60,000 participating locations nationwide.



No cost to sign up. No restrictions.





LGRMS
RISK CONTROL
ACCG | GMA

RISK CONTROL

Training and Services

- Digital Brochure -



LGRMS

RISK CONTROL

Training and Services

LGRMS - Local Government Risk Management Services (LGRMS) is a non-profit company created in 1988 to provide risk control services for the Association County Commissioners of Georgia (ACCG) and the Georgia Municipal Association (GMA) self-insurance pools. LGRMS assists local government members in the control of workers' compensation, property & liability, and health insurance risks.

LGRMS, the first line professional resource for promoting, safety and loss reduction for Georgia local governments. Our mission, through education, training and consulting is to save lives, reduce injuries and loss of property for the benefit of employees, citizens and taxpayers.

The Pool Management Team



<https://www.accg.org/insurance/index.php>



<https://www.gacities.com/What-We-Do/Service/Insurance.aspx>

LGRMS Training and Communications

Regional Training:

LGRMS Loss Control typically provides / offers several regional training topics at several different locations across the state of Georgia throughout the year. What are some of the topics?

• Employment Liability • **Law Enforcement Liability** • Roads Liability • **Workers' Compensation Management** • Safety Coordinator Training (**1. General 2. Incident Investigation 3. Inspections 4. Safety Committee**)

Where do I find the location / topics and how do I register for an upcoming training? **Click the link below:**

<https://events.lgrms.com/>

LocalGovU Training | LGRMS provides access to LocalGovU. LocalGovU offers a variety of Online Training classes. Courses cover topics applicable to Employee Safety, Corrections, Law Enforcement, and Management. They are available 24/7 from any computer and at no cost to the approved, participating member.

How do I access **LocalGovU training**? Click the link: <https://www.localgovu.com/lgrms/>

For Assistance call: John D'Angelo
Customer Success Manager
Office: 415.962.8330

LGRMS Training and Communications

Webinars | LGRMS will provide several webinars on a variety of topics throughout the year. LGRMS will send out email communications with upcoming webinars.

On-site Training | LGRMS will provide on-site training on a variety of topics based on the member's needs. For variety of topics based on the member's needs. For a list of on-site trainings, **click below**:

<https://www.lgrms.com/LGRMS/media/Files/LGRMS-Onsite-Training-List-vsr-2402.docx>

LGRMS Website | The LGRMS Website is full of programs, policies, training, and other resource materials on all aspects of risk control.

How do I get access to the LGRMS Website? Click here: <https://www.lgrms.com/Home.aspx>

- Request Access by clicking "Need An Account?" at the top of our Home page.

LGRMS Publications | SHARE

- Monthly SHARE Newsletter** - In January 2021, LGRMS launched a new publication comprised of The Safety Theme, Liability Beat and Risk Connection. Click here to access the latest publication entitled Safety Health and Risk E-connect (SHARE) >>>



How do I get this publication delivered electronically?

- Contact **Shamilla Jordan** 678.686.6283 or by email: sjordan@lgrms.com

LGRMS Staff Contacts | Click below:

<https://www.lgrms.com/Staff-Contacts.aspx>

LGRMS offers many benefits to the public sector of local government. Our Law Enforcement Risk Consultants can assist your agency in an analysis of losses for Law Enforcement Agencies and help members identify systemic changes in policy or procedures to address these. Some of the tools we have available to do this include a deep dive into property and liability claims history to identify trends, problem areas, and opportunities to change the trajectory of those losses. Working with your agency, our consultants can help you devise strategies that may mitigate those losses. This could include policy review, assessment audits, or training at the command staff and frontline officer levels.

Public Safety Driver Training

LGRMS has several training tools, if that is the need, that could assist you in meeting your goals. Among these are our three-decision based DORON driving simulators. We provide instructor facilitated onsite training, or potentially a train the trainer and can schedule a drop off at your location for a designated period.

De-escalation Decision Based Training

LGRMS offers a Law Enforcement Train the Trainer Program for De-escalation and response to resistance at no charge to our member cities and counties who participate in the Property and Liability and Workers' Compensation insurance pools.

Below 100

Below 100, a four-hour course is a national program with the goal of reducing officer line-of-duty deaths to Below 100. This commonsense approach to officer safety targets areas of improvement that are under an officer's control.

National Safety Council Defensive Driving Course

This is a six-hour course focusing on the basics of defensive driving and changing driving and driver behavior.

Law Enforcement Risk Specialist Course (LERS)

The LERS Course is six hours and focused on giving Law Enforcement Agencies the ability and skills to identify risks involved in day-to-day operations. The goal would be that every LE Agency in Georgia would have a Law Enforcement Risk Specialist to assist the Chief of Police or Sheriff in identifying risk and hazards before they become tragic or costly issues.

Risk Control

Risk Control Services

Who is my Risk Control Consultant and how do I contact them?

There are several ways to obtain this information.

1. The map on the back of this document will identify your field rep and their contact info.
2. GO TO - https://www.lgrms.com/LGRMS/media/Files/RC_LERC_Region-Map_02202024-v2.pdf
3. Call the main LGRMS number 678.686.6279 or 800.650.3120

What services will the LGRMS Risk Control Consultant provide to my organization?

1. Professional Resource - If you have a question, please call or write your Risk Control Consultant. They may not immediately know the answer, but they will work to get you to the correct source.
2. On-site Surveys & Evaluations - Buildings, Structures, Equipment, Parks & Rec, and more.
3. Policy and Program Reviews - Personnel Management, Law Enforcement, Jail, Automotive, General Liability, Safety Compliance, Roads Liability, Safety Management Systems.
4. Claims Loss Analysis & Action Planning Assistance.
5. Incident Investigation Assistance.
6. Safety Committee Coaching.
7. Training - For full list of trainings, go to: www.lgrms.com

Are we required to comply with Risk Control recommendations from LGRMS?

After each on-site survey, your Risk Control Consultant may make recommendations. It is your job to evaluate those recommendations, assess the risk and create an action plan to address them. Our requirement is that you respond back to us within 60 days.



Page 118 of 145

Client Authorization to Bind Coverage

After careful consideration of Gallagher's proposal dated 4/29/2025, we accept the following coverage(s). Please check the desired coverage(s) and note any coverage amendments below:

	Coverage/Carrier
☐ Accept ☐ Reject	Crime Allmerica Financial Benefit Insurance Co
☐ Accept ☐ Reject	TRIA - Crime
☐ Accept ☐ Reject	Cyber Liability Underwriters at Lloyd's London
☐ Accept ☐ Reject	TRIA - Cyber Liability
☐ Accept ☐ Reject	Excess Workers' Compensation Midwest Employers Casualty Company
Included*	TRIA - Excess Workers' Compensation
☐ Accept ☐ Reject	Terrorism/Active Shooter/NCBR Underwriters at Lloyd's, London
☐ Accept ☐ Reject	Accidental Death & Dismemberment Zurich American Insurance Company
☐ Accept ☐ Reject	TRIA - Accidental Death & Dismemberment
☐ Accept ☐ Reject	Workers' Compensation - Buffer Layer Insurance Company of the South
Included*	TRIA - Workers' Compensation - Buffer Layer
☐ Accept ☐ Reject	Arthur J Gallagher Risk Management Fee

*For this coverage, TRIA cannot be rejected

Fee Agreement: *In lieu of or In addition to* commission received by Gallagher for the policy term reflected herein, effective: **5/1/2025**
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.aig.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:



CITY OF HAPEVILLE
5.1.2025 to 5.1.2026

	2024-2025			2025-2026			Cost Comparison		
Program Details	Proposed Program	Rating Basis	Proposed Premium	5	Rating Basis	Proposed Premium	Exposure Change	Premium Change	Net Rate Change
General Liability			\$40,980				0.0%	-100.0%	-100.0%
Each Occurrence	\$2,000,000	\$7,914,199		\$2,000,000	\$7,914,199				
General Aggregate	Unlimited	<i>Payroll</i>		Unlimited	<i>Payroll</i>				
Deductible	\$25,000			\$25,000					
Public Officials Liability			\$42,088				0.0%	-100.0%	-100.0%
Each Occurrence	\$2,000,000	\$7,914,199		\$2,000,000	\$7,914,199				
Aggregate	\$10,000,000	<i>Payroll</i>		\$10,000,000	<i>Payroll</i>				
Deductible	\$25,000			\$25,000					
Law Enforcement Liab.			\$62,689				0.0%	-100%	-100.0%
Each Occurrence	\$2,000,000	36		\$2,000,000	36				
Aggregate	Unlimited	<i>Officers</i>		Unlimited	<i>Officers</i>				
Deductible	\$25,000			\$25,000					
Automobile Liability			\$148,893				0.0%	-100.0%	-100.0%
Combined Single Limit	\$1,000,000	150		\$1,000,000	150				
Uninsured Motorist Liab.	\$75,000	<i>Vehicles</i>		\$75,000	<i>Vehicles</i>				
Deductibles									
Auto Liability	\$25,000			\$25,000					
Uninsured Motorist Liab.	\$1,000			\$1,000					
Auto Physical Damage			\$46,807				0.0%	-100.0%	-100.0%
Valuation	ACV	150		ACV	150				
Vehicles Covered	Scheduled	<i>Vehicles</i>		Scheduled	<i>Vehicles</i>				
Deductible	\$2,500			\$2,500					
Crime			\$3,525				0.0%	-100.0%	-100.0%
Employee Dishonesty	\$500,000	141		\$500,000	141				
Money & Securities	\$500,000	<i>Employees</i>		\$500,000	<i>Employees</i>				
Deductible	\$2,500			\$2,500					
	\78			\78					
Property & Equipment			\$58,651				0.0%	-100.0%	-100.0%
Total Insured Values	\$23,952,631	\$26,835,375		\$23,952,631	\$26,835,375				
Flood Limit	\$10,000,000	<i>Property Values</i>		\$10,000,000	<i>Property Values</i>				
Earthquake Limit	\$10,000,000			\$10,000,000					
Deductibles									
Building and Contents	\$2,500	\$26,835,375		\$2,500	\$26,835,375				
Mobile Equipment	\$2,500	\$1,348,263		\$2,500	\$1,348,263				
Equipment Breakdown			\$3,082				0.0%	-100.0%	-100.0%
Per Occurrence	\$100,000,000	\$25,487,112		\$100,000,000	\$25,487,112				
Deductible	\$2,500			\$2,500					
Excess Liability			Incl			Incl			
Per Occurrence	Included	<i>Blended Rate</i>		Included	<i>Blended Rate</i>				
GIRMA Contributions			\$406,715			\$0	0.0%	-100.0%	-100.0%
Dividends/Credits			(\$27,997)						
GIRMA Net Contributions			\$378,718			\$0	0.0%	-100.0%	-100.0%
Broker Fee			\$22,000						-100.0%
Grand Total Cost			\$400,718			\$0	0.0%	-100.0%	-100.0%



CITY OF HAPEVILLE
5.1.2025 to 5.1.2026

	2024-2025			2025-2026			Cost Comparison		
Program Details	Proposed Program	Rating Basis	Proposed Premium	5	Rating Basis	Proposed Premium	Exposure Change	Premium Change	Net Rate Change

	2024-2025			2025-2026			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			\$112,999			\$114,984	-2.9%	1.8%	4.7%
WC Limit	Statutory	\$7,914,199		Statutory	\$7,683,688				
Employer's Liability	\$1,000,000	<i>Payroll</i>		\$1,000,000	<i>Payroll</i>				
Self-Insured Retention	\$650,000			\$650,000					
Terrorism	Included			Included					
Aggregate Limit	\$1,000,000			\$1,000,000					
Aggregate Retention	\$1,264,779			\$1,624,325					
Aggregate Loss Limit Cap	\$500,000			\$500,000					
Minimum Premium	90%			90%					
Excess Work Comp Buffer			\$36,088			\$36,364	-2.9%	0.8%	3.7%
Each Occurrence	\$250,000	\$7,914,199		\$250,000	\$7,683,688				
Aggregate Limit	n/a	<i>Payroll</i>		n/a	<i>Payroll</i>				
Retention	\$400,000			\$400,000					
Cyber Liability			\$9,781			\$8,580	-5.1%	-12.3%	-7.2%
Each Occurrence	\$1,000,000	\$18,420,907		\$1,000,000	\$17,483,960				
Aggregate Limit	\$1,000,000	<i>Budget</i>		\$1,000,000	<i>Revenue</i>				
Deductible	\$5,000			\$5,000					
Excess Crime			\$2,671			\$2,671	0.0%	0.0%	0.0%
Employee Theft	\$1,500,000	141		\$1,500,000	141				
Computer Fraud	\$1,500,000	<i>Employees</i>		\$1,500,000	<i>Employees</i>				
Deductible (U/L GIRMA)	\$500,000			\$500,000					
Municipal Workforce AD&D			\$4,204			\$3,638	0.0%	-13.5%	-13.5%
Limit	\$50,000	141		\$50,000	141				
Deductible	\$0	<i>Employees</i>		\$0	<i>Employees</i>				
Terrorism & Sabotage Package			\$33,266			\$31,986	0.0%	-3.8%	-3.8%
Terrorism Limit	\$23,998,368	\$26,100,772		\$23,998,368	\$26,100,772				
Deductible	\$10,000	<i>TIV</i>		\$10,000	<i>TIV</i>				
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	<i>Employees</i>		\$10,000	<i>Employees</i>				
Ancillary Lines Total			\$199,009			\$198,223	-1.8%	-0.4%	1.4%

Total Insurance Costs			\$199,009			\$198,223	-0.9%	-0.4%	0.5%
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DISCLAIMER: 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.



Outdoor Lighting Systems:

Services Agreement for Total Maintenance and Repair

Lighting & Smart Services Bin 78110
241 Ralph McGill Blvd. NE
Atlanta, GA 30308
(404) 506-6117

April 24, 2025

City of Hapeville
Tim Young
City Manager

Re: Miscellaneous Lighting Services Total Maintenance & Repair Project (L-TMR)

Georgia Power Company is pleased to provide you with this offer letter and the attached terms and conditions to provide the following Total Maintenance and Repair Services for Outdoor Lighting Systems (as defined in the terms and conditions) for Exit 74: Loop Road off I-85 South, in the City of Hapeville, GA.

Narrative: Maintain Customer Owned Lighting and Service

Detailed Scope of the Services:

Maintain the lighting system installed per GDOT Project No. 0019968 – I-85 at Exit 74: Loop Road roadway lighting, the wall pack lights under Willingham Dr. and the wall pack lights under Virginia Ave.

- 7 – Galvanized Steel Poles, 34 – Aluminum Poles, 41 – 83watt Area LED fixtures
8 – 72watt LED wall pack fixtures

The total annual fee is \$11,760.00, plus any applicable taxes. This fee will be billed in monthly increments. Additional fees may apply – see attached terms and conditions for details.

This pricing is valid for sixty (60) days or until earlier revoked by Georgia Power Company, and it is made in accordance with and subject to the terms and conditions attached hereto.

This offer is based on an initial term of two (2) years, which will renew automatically for consecutive two (2) year terms unless and until a party terminates the Services in accordance with Section 16 of the attached terms and conditions.

If you wish to accept this offer and the terms and conditions, please indicate your acceptance by signing the attached terms and conditions and returning to me for Georgia Power Company countersignature. **Such terms and conditions are expressly incorporated by reference into this letter and shall be binding on the parties upon the signature of both Georgia Power Company and you.**

Notwithstanding anything herein to the contrary, this offer is subject to and is pending upon final approval by Georgia Power Company management.

Thank you again for allowing us the opportunity to serve you. We are very eager to meet your Outdoor Lighting Systems needs and look forward to hearing from you soon.

Sincerely,

Gene Edwards

Lighting & Smart Services - Georgia Power Company
Phone – 404-535-0374 - Email – rgedward@southernco.com

**Terms and Conditions:
Services Agreement for Total Maintenance and Repair**

This **Services Agreement for Total Maintenance and Repair** (the "Agreement") states the terms and conditions upon which Georgia Power Company ("GPC") will perform certain lighting maintenance and repair services to the "Customer" referenced on Page [9] and is effective as of the date on which this Agreement is fully executed by both Parties as indicated on the signature page (the "Effective Date"). Customer and GPC are referenced herein collectively as "Parties", and each individually as a "Party".

BACKGROUND

- Customer operates an Outdoor Lighting System (as defined in Section 1) on certain areas within Customer's jurisdictional limits and Customer's property, streets and/or roadways; and
- Customer desires that GPC provide the materials and services necessary for routine maintenance of, and certain repairs to, the Outdoor Lighting System; and
- GPC desires to assist Customer and is willing to perform such maintenance and repair work for the Outdoor Lighting System.

IN CONSIDERATION OF THE MUTUAL PROMISES DESCRIBED HERE, THE ADEQUACY AND SUFFICIENCY OF WHICH EACH PARTY ACKNOWLEDGES, THE PARTIES AGREE AS FOLLOWS:

AGREEMENT ROUTINE MAINTENANCE AND REPAIR WORK

1. **Scope of Services.** Provided that the Customer is in compliance with this Agreement (including, without limitation, is not late in paying the applicable fees), GPC will perform Routine Maintenance and Repair Work for the Customer's Outdoor Lighting System (the "Services").

(a) The "Outdoor Lighting System" is the customer owned or controlled outdoor lighting facilities as identified in Exhibit 1 (such Exhibit is attached and incorporated by this reference into this Agreement) and located at the premises identified in Exhibit 1 ("Premises").

(b) "Routine Maintenance" means periodic inspection of the Outdoor Lighting System, and repair or replacement of fixtures, poles, and conductors, as needed due to ordinary wear and tear.

(c) "Repair Work" means repair [or replacement, as solely determined by GPC,] due to physical damage to the Outdoor Lighting System resulting from the action of a third party, including vehicle crashes, or other event not in the control of the Customer. Notwithstanding the foregoing sentence, Repair Work does not include repair or replacement caused by Acts of God. "Acts of God" means acts of civil or military authority, priorities, fires, strikes, floods, epidemics, war, riot, delays in transportation or car shortages. The Repair Work will be performed as expeditiously as possible after Customer's written request (e-mail is acceptable) is received by GPC's representative listed on Exhibit 1. Such notification shall reasonably describe the Repair Work requested.

(d) Customer may request Services for repairs or replacement due to Acts of God; provided, however, Customer shall (i) reimburse GPC for its costs of materials, supplies, and labor ("Reimbursable Expenses"), and (ii) pay an additional fee, which will be calculated as twenty-five percent (25%) of the Reimbursable Expenses. Before proceeding with the repair or replacement, GPC will provide Customer with an estimate of the Reimbursable Expenses and, upon written approval from Customer, GPC will perform the Services.

2. Premises. Customer grants a license and right of access to GPC, and its contractors and representatives, to enter the Premises and perform the Services. Customer represents that the individual signing this Agreement on its behalf has the authority to do so and that it has express authority from all the Premises owners (and any other party with rights in the Premises) to enter into this Agreement and to authorize the performance of Services. **Customer is solely responsible for the safety of the Premises and agrees that GPC has no obligation to ensure the safety of the Premises.**

3. Payment for Services. GPC will invoice Customer for Services provided hereunder. The fees for the Routine Maintenance and Repair Work are included on Exhibit 1 and are based upon a certain number of lights. Within thirty (30) days from the date of an invoice from GPC, Customer shall pay GPC in full. If customer desires to increase the number of lights, then the fee may be increased at the discretion of GPC and a new Exhibit 1 shall be implemented and incorporated into this Agreement. Notwithstanding anything in this Agreement to the contrary, GPC may increase the fees for Services effective upon the beginning of any Renewal Term and upon at least sixty (60) days' prior written notice (e-mail is acceptable) to Customer's representative listed in Exhibit 1.

4. Additional Costs. The Customer assumes full responsibility for, and all liabilities and costs associated with, the following activities if required for GPC to perform Services: (a) the location of underground utilities at the site of the Services; (b) any relocation or removal of underground (including but not limited to rock) or overhead obstructions which are not part of the scope of work and which may interfere with or make more expensive the Services; (c) any pre-existing, unknown condition which prevents or makes more expensive the performance of the Services; and (d) any hazardous waste or toxic materials encountered at the Premises.

5. Default. Customer is in default if Customer does not pay the entire amount owed to GPC within forty-five (45) days of the applicable invoice date. GPC's waiver or past default will not waive any other default. If default occurs, GPC, at its discretion may immediately terminate this Agreement, collect all past due amounts (including late fees), stop performing Services, and seek any other available remedy. Notwithstanding the foregoing, if Customer is past due on payments owed hereunder, then GPC has no obligation to perform Services unless and until Customer is paid up in full.

PERFORMANCE BY GPC

6. Labor and Materials. GPC will provide the labor and materials necessary required to perform the Services. Customer agrees that GPC may use its own employees or may contract with one or more independent contractors to perform the Services.

7. Permits. GPC will obtain all permits, permissions, and licenses necessary to perform the Services. GPC will develop, implement, and maintain all work-zone traffic control plans that may be required by the Customer for working on the Outdoor Lighting System. Customer will cooperate with GPC in securing any necessary regulatory permit or approval and will provide assistance and information in its possession required by GPC, Customer and any other person or authority concerning these permits or approvals. The failure by either Party to secure any required regulatory permit, approval or property right after reasonable effort will relieve GPC of its obligations under this Agreement.

8. Cooperation. The Parties will communicate regarding performance of this Agreement through the representatives identified in Exhibit 1. The Parties agree to use their best efforts to coordinate and cooperate in connection with all activities under this Agreement.

9. Services Warranty. GPC will perform the Services in a professional and workmanlike manner with a reasonable degree of care, skill, and diligence. If the performance of any portion of the Services fails to comply with these requirements, and the Customer gives written notice of such failure to the GPC contact listed in Exhibit 1 not later than one (1) month following the completion of the affected Services then, to the extent necessary to cure such failure, GPC shall repair, replace, or reperform, at its option, the affected portion of the Services at no additional cost to the Customer, and this shall be Customer's sole remedy with respect to this warranty.

10. WARRANTY DISCLAIMER. EXCEPT FOR THE WARRANTY PROVIDED ABOVE IN SECTION 9, GPC MAKES NO COVENANT, WARRANTY, OR REPRESENTATION OF ANY KIND (INCLUDING WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY) REGARDING THE SERVICES (OR ANY EQUIPMENT OR MATERIALS INCLUDED THEREIN). GPC SHALL HAVE NO OBLIGATION OR RESPONSIBILITY FOR OR WITH RESPECT TO ANY WARRANTY PROVIDED BY ANY THIRD PARTY SUPPLIER OF ANY EQUIPMENT, PARTS OR OTHER MATERIALS PROVIDED PURSUANT TO THIS AGREEMENT.

11. Remedies and Damages. CUSTOMER WILL NOT BE ENTITLED TO PAYMENT, DAMAGES, MONIES, OR COMPENSATION FROM GPC OF ANY KIND WHATSOEVER FOR INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE, LOSS OF ACTUAL OR ANTICIPATED PROFITS, LOSS OF CAPITAL COSTS, LOSS OF REPUTATION, OR PUNITIVE DAMAGES) IN CONNECTION WITH THE SERVICES OR THIS AGREEMENT OR BECAUSE OF HINDRANCE OR DELAY FROM ANY CAUSE WHATSOEVER, WHETHER THE HINDRANCE OR DELAY IS REASONABLE IS UNREASONABLE, FORESEEABLE OR UNFORESEEABLE, CONTEMPLATED OR NOT CONTEMPLATED, AVOIDABLE OR UNAVOIDABLE. **THE PARTIES FURTHER AGREE THAT THE LIABILITY OF GPC UNDER ANY AND ALL CLAIMS ARISING OUT OF OR CONNECTED IN ANY WAY WITH THIS AGREEMENT, ANY SERVICES OR EQUIPMENT FURNISHED PURSUANT TO THIS AGREEMENT, OR THE SALE, DELIVERY, INSTALLATION OR USE THEREOF, WHETHER BASED UPON BREACH OF CONTRACT, NEGLIGENCE OR ANY OTHER LEGAL THEORY, SHALL IN NO CASE EXCEED, IN THE AGGREGATE, THE AMOUNT OF FEES PAID TO GPC FOR THE SERVICES IN THE TWELVE (12) MONTHS PRIOR TO THE DATE OF THE APPLICABLE CLAIM.**

12. Risk Allocation. Each Party is responsible for its own acts and the results of its acts.

COMPLIANCE

13. Georgia Security, Immigration, and Compliance Act (Applicable Only if Customer is a Georgia Governmental Entity). Customer is a "public employer" as defined by O.C.G.A. 13-10-91 and this Agreement is a contract for physical performance of services within the State of Georgia. Compliance with the requirements of O.C.G.A. 13-10-91 and Rule 300-10-1-.02 is a condition of this Agreement and is mandatory. GPC's compliance with O.C.G.A. 13-10-91 and Rule 300-10-1-.02 will be attested by execution of the contractor's affidavit attached as Exhibit 2 and made a part of this Agreement. GPC agrees that, if it employs or contracts with any subcontractor(s) in connection with this Agreement, GPC will secure from each subcontractor attestation of the subcontractor's compliance with O.C.G.A. 13-10-91 and Rule 300-10-1-.02 by execution of a subcontractor's affidavit in the form attached as Exhibit 3. The affidavit will become a part of the GPC/subcontractor agreement and GPC will maintain records of the affidavits for inspection by customer.

14. Compliance with Equal Employment Opportunity Laws. GPC is an equal employment opportunity employer and will not discriminate against any employee or applicant on the basis of age, color, disability, gender, national origin, race, religion, sexual orientation, veteran status or any classification protected by federal, state or local law. GPC is also a federal contractor under an Areawide Public Utilities Contract with the General Services Administration of the United States Government and is committed to taking affirmative action to employ and advance in employment qualified women, minorities, disabled individuals, special disabled veterans, veterans of the Vietnam era, and other eligible veterans.

MISCELLANEOUS

15. Authority. The execution of this Agreement and performance of Customer's obligations under this Agreement have been duly authorized as required by Applicable Law and by Customer's rules, policies, and procedures, and does not require the consent or approval of any person or entity other than those which have been obtained (evidence of which will be provided to GPC upon request).

16. Term and Termination. The initial term of this Agreement, commencing on the Effective Date, is two (2) years (the "Initial Term"). The Parties hereby incorporate all required provisions set forth in O.C.G.A. 36-60-13 that govern contract renewals and terminations based on fiscal year and funds availability for municipalities. At the end of the Initial Term, this Agreement will automatically renew for successive one (1) year terms (each, a "Renewal Term" and, together with the Initial Term, the "Term"), unless a Party sends a written notice of non-renewal to the other Party at least [sixty (60) days] prior to the end of the then-current Term. Notwithstanding anything in this Section 16 to the contrary, a Party may terminate this Agreement for convenience upon at least 30 days' written notice to the other Party (a "Termination for Convenience"). In the event of a Termination for Convenience, Customer will receive Services up until the elected termination date and Customer will be responsible for paying all invoices issued up until the termination date.

17. Governing Law and Jurisdiction. This Agreement will be governed by and construed in all respects according to the laws of the State of Georgia. In the event of any dispute or claim related

to this Agreement, any lawsuit or other legal action or proceeding will be filed in either a state or federal court sitting in the State of Georgia.

18. Notice. All notices permitted or required by this Agreement will be in writing and will be deemed delivered upon (a) personal delivery; (b) the next occurring business day if deposited with a commercial overnight delivery service; or (c) the fourth business day after being deposited, postage prepaid, in the United States Mail, registered or certified, return receipt requested. An email copy of the Notice must also be sent. Each Party will provide all notices to the other at the address(es) shown below or to any other address that a Party designates by written notice under this provision.

If to Customer:

City of Hapeville
3468 N. Fulton Ave.
Hapeville, GA 30354-1466
Atlanta, GA 30308

With a Copy to:

Tim Young
City Manager
3468 N. Fulton Ave.
Hapeville, GA 30354-1466
tyoung@hapeville.org

If to GPC:

Manager, Contract Management
Georgia Power Company
Bin 10080
241 Ralph McGill Blvd., N.E.
Atlanta, GA 30308-3374

With a Copy to:

Georgia Power Company
Gene Edwards
2294 Skelton Rd.
Gainesville, GA 30504
rgedward@southernco.com

19. Interpretation. This Agreement will be interpreted in accordance with, and governed in all respects by, the laws of the State of Georgia. If any provision of this Agreement is ruled invalid or unenforceable, that invalidity or unenforceability will not affect the validity or enforceability of this Agreement as a whole. All captions in this Agreement are inserted for convenience only and are not to be used in interpreting this Agreement.

20. Relationship of Parties. GPC is and will be an independent contractor to Customer. GPC will not be considered an agent, partner, joint venturer, employee or representative of Customer. No affiliate of GPC will have any liability whatsoever for any Party's performance, nonperformance or delay in performance under this Agreement. Nothing in this Agreement will be construed to create any duty, obligation or liability of GPC to any person or entity not a party to this Agreement. Customer will not assign or transfer any of its rights or interests in or obligations under this Agreement or any document executed in connection with this Agreement without the prior written consent of GPC.

21. Entire Agreement; Modifications. This Agreement, including all documents attached or incorporated by reference, constitutes the entire understanding and agreement between the Parties relating to the subject matter of this Agreement and supersedes any and all prior agreements, whether written or oral. No waiver, amendment, change alteration or modification

of this Agreement will be binding unless made in writing and signed by an authorized representative of each Party. The covenants expressed in this Agreement, except as otherwise provided, accrue to the benefit of and will be binding upon the successors and permitted assigns of the Parties. This Agreement may be executed in any number of duplicate originals, each of which is an original, but all of which constitute the same executed document. Notwithstanding the foregoing sentence, execution of this Agreement may be effected by signatures submitted via facsimile or electronically scanned secured media in .pdf format and each signature so submitted will be treated as an original.

IN WITNESS WHEREOF, Customer and GPC have caused this Agreement to be executed by their duly authorized representatives.

GEORGIA POWER COMPANY

CUSTOMER

By: _____

By: _____

Printed Name: Gene Edwards

Printed Name: _____

Title: Project Manager Maintenance

Title: _____

Date: April 24, 2025

Date: _____

Exhibit 1

to Services Agreement for Total Maintenance and Repair

1. Outdoor Lighting Systems:

This Agreement relates to maintenance of the Outdoor Lighting System as located on the Premises as shown / described below:

GDOT Project No. 0019968 – Exit 74: Loop Road, I-85 south and to include wall pack lights under Willingham Dr. and under Virginia Ave.

2. ROUTINE MAINTENANCE SCHEDULE:

Customer and GPC agree that GPC will provide the Routine Maintenance on a quarterly basis.

3. NUMBER OF LIGHTS:

Customer and GPC agree that the total number of lights upon which GPC will perform Services is 49.

4. MONTHLY FEE FOR ROUTINE MAINTENANCE AND REPAIR WORK:

[\$980.00]

5. CONTACT PERSONS:

Communication between the Parties regarding performance of Routine Maintenance and Repair Work under this Agreement will be directed between the following representatives:

GPC Representative:

Name: Gene Edwards

Title: Project Manager

Georgia Power Company
2294 Skelton Rd.
Gainesville, GA 30504
(404) 535-0374
Fax: (770) 535-6427

Customer Representative:

Name: _____

Title: _____

City of Hapeville
3468 N. Fulton Ave.
Hapeville, GA 30354
(404) 669-2100
Fax: (404) 669-2119

Exhibit 1 Acknowledged by GPC:

By: _____

Name: Gene Edwards

Title: Project Manager

Date: April 24, 2025

Exhibit 1 Acknowledged by Customer:

By: _____

Name: _____

Title: _____

Date: _____

**AGREEMENT FOR AMBULANCE AND EMERGENCY SERVICES EQUIPMENT AND
RELEASE OF LIABILITY FOR THE CITY OF FOREST PARK, GEORGIA**

This Agreement for Ambulance and Emergency Services Equipment and Release of Liability for the City of Forest Park, Georgia (“**Agreement**”) is made and entered into this ____ day of _____, 2025 (“**Effective Date**”), by and between the City of Hapeville, Georgia (“**Hapeville**”) and the City of Forest Park, Georgia (“**Forest Park**”). Hapeville and Forest Park may be referred to herein each as a “Party” or, collectively, as the “Parties.”

WITNESSETH:

WHEREAS, Hapeville is engaged in the business of providing public safety and emergency medical and rescue services to its citizens; and

WHEREAS, Forest Park has agreed to allow Hapeville to use and operate certain ambulance vehicles (“**Ambulance**”) and emergency services equipment (“**Equipment**”) contained herein to provide emergency services and medical transport to citizens in areas serviced by Hapeville; and

NOW, THEREFORE, the Parties agree as follows:

- (1) **USE.** The parties agree that Hapeville shall take temporary possession of the Ambulance and Equipment owned by Forest Park. In order for Hapeville to take temporary possession of the Ambulance, Hapeville shall fill out the Ambulance Rental Form, more particularly described in **Exhibit A** attached hereto and incorporated herein.
- (2) **RESPONSIBILITIES OF HAPEVILLE.** Hapeville agrees to perform as follows under the Agreement or a breach will have occurred:
 - a. Hapeville shall only allow the Ambulance and Equipment to be operated by active employees of Hapeville who have a valid driver’s license.
 - b. Hapeville shall ensure all Hapeville employees who operate the Ambulance and Equipment are certified by the laws of Hapeville and the State of Georgia, are appropriately trained, and are legally able to operate the Ambulance and Equipment.
 - c. Hapeville shall retain temporary legal ownership of the Ambulance and Equipment while it is in the temporary possession and control of Hapeville.
 - d. Hapeville shall perform required safety inspections and maintenance on the Ambulance.
 - e. Hapeville shall utilize the Ambulance and Equipment in accordance with industry standards while in Hapeville’s possession.

- (3) **TERM.** This Agreement shall commence on the Effective Date and, unless terminated

earlier pursuant to terms of this Agreement stated herein, shall terminate with no further responsibility on Forest Park, on December 31, 2025 ("**Initial Term**"). This Agreement shall automatically renew, with the same terms and conditions, for two (2) subsequent annual terms ("**Renewal Term**" or "**Renewal Terms**"), unless terminated earlier pursuant to the terms of this Agreement stated herein or if either Party sends a notice of non-renewal within ninety (90) calendar days prior to any Renewal Term.

- (4) **TERMINATION.** Either Party may at any time by written notice terminate all or any part of this Agreement for either Party's convenience. Hapeville must return the Ambulance and Equipment within five (5) business days after notice of termination has been submitted.
- (5) **RELATIONSHIP OF THE PARTIES.** Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between Forest Park and Hapeville. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency, or similar arrangement between Forest Park and Hapeville. It is expressly agreed the Parties are not as employees under this Agreement.
- (6) **INDEMNIFICATION.** To the fullest extent permitted by law, Hapeville shall hold harmless Forest Park, its affiliates, and their respective directors, officers, officials, employees, operators and agents, ("Forest Park Indemnitees") from and against any and all claims, demands, ~~damages, fines, penalties, expenses, complaints or actions~~ ("claims") as a result of Hapeville or its employees, agents, officials, ~~agents, representatives, or third parties~~ (including employees of the parties or government agencies) arising from or relating to the temporary possession and use of the ambulance and emergency services equipment loaned to Hapeville pursuant to this Agreement (including but not limited to claims for personal injury, death, property damage or damage to the environment), to the extent caused or arising out of the willful misconduct, ~~negligence, breach of this agreement, or violation of law of or by the City of Hapeville.~~ The claims covered hereunder include all settlements, losses, liabilities, judgments, court costs, reasonable attorney's fees, fines, penalties and other litigation costs and expenses arising from or related to such claims. Hapeville agrees that any bond or insurance protection required by this Agreement, or otherwise provided by Hapeville, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Forest Park Indemnitees as provided herein. These obligations shall survive termination.
- (7) **LIMITATION OF LIABILITY; WAIVER OF CONSEQUENTIAL DAMAGES.** In no event shall Forest Park have any liability to Hapeville for any lost profits, loss of use, costs of procurement of substitute equipment or services, or delays, or for any indirect, special, incidental, exemplary, consequential, or punitive damages or penalties, however caused, and whether in contract, tort, or under any other theory or combined theories of liability arising out of or related to this Agreement.
- (8) **ACCEPTANCE OF AMBULANCE AND EQUIPMENT IN CURRENT CONDITION.** Hapeville hereby acknowledges the temporary borrowing of Ambulance and Equipment from Forest Park for emergency service use agrees to accept the Ambulance and all Equipment in its current condition, "AS IS" and "WITH ALL FAULTS," without any warranties or guarantees, either expressed or implied, from the Forest Park. Hapeville assumes full responsibility for the use of the Ambulance and Equipment during the loan period and releases Forest Park from any liability related to the condition or operation of the Ambulance and/or Equipment

- (9) **ATTORNEYS' FEES.** Both parties agree to pay their own reasonable attorneys' fees should either party be required to incur attorneys' fees in enforcing the provisions of this Agreement or in the collection of any monies herein required to be paid by the other party.
- (10) **ASSIGNMENT AND SUBCONTRACTING.** Hapeville shall not assign this Agreement or any portion of this Agreement.
- (11) **RISK MANAGEMENT REQUIREMENTS.**
- a. Forest Park shall retain insurance coverage on the Ambulance as required by state law.
 - b. Hapeville shall abide by Forest Park's applicable Risk Management Requirements, attached to this Agreement as **Exhibit B**, and incorporated herein by reference.
- (12) **STANDARD OF PERFORMANCE AND COMPLIANCE WITH LAWS.** Hapeville warrants and represents that it possesses the special skill and professional competence, expertise, and experience to undertake the obligations imposed by this Agreement regarding the Ambulance and Equipment. Both Parties warrant and represent it will, always, observe and comply with all federal, state, local and municipal laws, ordinances, rules, and regulations, relating to the provisions of this Agreement.
- (13) **NOTICES.** All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally in hand, or when mailed by certified or registered mail, return receipt requested with proper postage prepaid, addressed to the appropriate party at the following address or such other address as may be given in writing to the parties.

If to Forest Park:

City of Forest Park, Georgia
Attn: City Manager
745 Forest Pkwy
College Park, Georgia 30337
rclark@forestparkga.gov

With a copy to:

Denmark Ashby
Attn: City Attorney
100 Hartsfield Centre Pkwy, Ste. 400
Atlanta, Georgia 30354
ewhigham@denmarkashby.com

If to Hapeville:

City of Hapeville, Georgia
Attn: City Manager
3468 North Fulton
Avenue Hapeville,
Georgia 30354
tyoung@hapeville.org

- (14) **GOVERNING LAW AND CONSENT TO JURISDICTION.** This Agreement is made and entered into in the State of Georgia, and this Agreement and the rights and obligations of the parties hereto shall be governed by and construed according to the laws of the State of Georgia without giving effect to the principles of conflicts of laws. The jurisdiction for resolution of any disputes arising from this Agreement shall be in the State Courts of Fulton County, Georgia.
- (15) **AMENDMENTS.** Any and all modifications or changes to this Agreement must be in writing and signed by the parties to this Agreement.
- (16) **NON-WAIVER.** The failure by either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict performance with every provision of this Agreement.
- (17) **SEVERABILITY.** If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.
- (18) **INTERPRETATION.** The Parties acknowledge that this Agreement and all the terms and conditions herein have been fully reviewed and negotiated by the Parties. Having acknowledged the foregoing, the Parties agree that any principle of construction or rule of law that provides that, in the event of any inconsistency or ambiguity, an agreement shall be construed against the drafter of the agreement shall have no application to the terms and conditions of this Agreement.
- (19) **COUNTERPARTS.** This Agreement may be executed in multiple counterparts, each of which shall constitute the original, but all of which taken together shall constitute one and the same Agreement. PDF signatures shall constitute original signatures.
- (20) **ENTIRE AGREEMENT.** This Agreement, which includes the exhibits attached hereto, contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces all prior discussions, representations, and understandings, whether oral or written.
- (21) **CAPTIONS.** The captions appearing herein are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement or any clause or provision hereof.

[SIGNATURES SHALL APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, Hapeville and Forest Park have set their hands and seals to this Agreement on the Effective Date first written above.

CITY OF FOREST PARK, GEORGIA:

By: _____

Name: ANGELYNE BUTLER

Title: MAYOR

ATTEST:

_____(SEAL)
City Clerk

CITY OF HAPEVILLE, GEORGIA:

By: _____

Name: ALAN HALLMAN

Title: MAYOR

ATTEST:

_____(SEAL)
City Clerk

EXHIBIT A
AMBULANCE RENTAL FORM

This Ambulance Rental Form No. _____ is made and entered into this ____ day of _____, 20__ (“Ambulance Rental Form Effective Date”) by and between the City of Forest Park, Georgia (“Forest Park”) and the City of Hapeville, Georgia (“Hapeville”) pursuant to the Agreement for Ambulance and Emergency Services Equipment and Release of Liability for the City of Forest Park, Georgia between Forest Park and Hapeville.

Ambulance No.	
Commencement Date of Rental	
Expiration Date of Rental	

**City of Forest Park, Georgia,
Fire and Emergency Services Department:**

**City of Hapeville, Georgia,
Fire and Emergency Services Department:**

By: _____
Latosha Clemons, *Chief*

By: _____
Nicholas Condrey, *Chief*

EXHIBIT B
RISK MANAGEMENT REQUIREMENTS

Hapeville will provide minimum insurance coverage and limits as per the following: Hapeville will file with Forest Park Certificates of Insurance, certifying the required insurance coverage and stating that each policy has been endorsed to provide thirty (30) days' notice to Forest Park if coverage is cancelled, non-renewed or the types of coverage or limits of liability are reduced below those required. All bonds and insurance coverage must be placed with an insurance company approved by Forest Park Management, admitted doing business in the State of Georgia, and rated Secure ("B+" or better) by A.M. Best Company in the latest edition of Property and Casualty Ratings, or rated by Standard & Poors Insurance Ratings, latest edition as Secure ("BBB" or better). Worker's Compensation self-insurance for individual contractors must be approved by the Worker's Compensation Board, State of Georgia and/or Self-Insurance pools approved by the Insurance Commissioner, State of Georgia.

**CONTRACTS FOR UP TO
\$50,000**

Worker's Compensation – Worker's Compensation coverage on a statutory basis for the State of Georgia with an Employer's Liability limit of \$100,000 each Accident, Disease \$100,000 each employee, \$500,000 Disease policy limit.

Automobile Liability – Automobile liability coverage for owned, hired, and non-owned vehicles in the amount of \$500,000 combined single limit.

Commercial General Liability – Coverage to be provided on "occurrence" not "claims made" basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground ("xcu") perils, the "City of Forest Park, Georgia" is to be added as an Additional Insured and Products and Completed Operations coverage is to be maintained for three (3) years following completion of work.

**CONTRACTS FOR MORE THAN
\$50,000**

Worker's Compensation – Worker's Compensation coverage on a statutory basis for the State of Georgia with an Employer's Liability limit of \$1,000,000. The increased Employer's Liability limit may be provided by an Umbrella or Excess Liability policy.

Automobile Liability - Automobile liability coverage for owned, hired and non-owned vehicles in the amount of \$1,000,000 combined single limit.

Commercial General Liability – Coverage to be provided on "occurrence" not "claims made" basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion Collapse and Underground ("xcu") perils, the "City of Forest Park, Georgia" is to be added as an Additional Insured and Products and Completed Operations coverage is to be maintained for three (3) years following completion of work.

RISK MANAGEMENT REQUIREMENTS (Cont'd)

CONTRACTS FOR UP TO \$50,000

**CONTRACTS FOR MORE THAN
\$50,000**

LIMITS OF LIABILITY:

\$1,000,000	Per Occurrence
\$1,000,000	Personal and Advertising
\$50,000	Fire Damage*
\$5,000	Medical Payments*
\$1,000,000	General Aggregate
\$1,000,000	Products/Completed Operations per Occurrence and Aggregate

**These are automatic minimums*

Owner's Protective Liability – Forest Park's Management may, in its discretion, require Owner's Protective Liability in some situations.

Umbrella and/or Excess Liability – The umbrella or Excess Liability Policy may be used to combine with underlying policies to obtain the limits required. The Management of Forest Park may elect to require higher limits.

Owner's Protective Liability – Forest Park's Management may, in its discretion, require Owner's Protective Liability in some situations.

Policy for Holiday and Vacation Leave City Buy-back, Employee Sellback

Purpose:

This policy establishes guidelines for employees of the City of Hapeville to sell back accrued and unused holiday and vacation leave to the City, ensuring financial and operational responsibility.

Eligibility:

Eligible Employees may request to sell back accrued and unused holiday and vacation leave, subject to the following conditions:

1. The employee must have accrued at least their maximum annual vacation leave allowance.
2. The leave buy-back request cannot result in the employee's leave balance falling below two weeks.
 1. 80 hours for 40 hour/week employees
 2. 80.5 hours for communications officers
 3. 85.5 for 12-hour police
 4. 120 hours for line fire
3. Only non-exempt public safety is eligible for Holiday buy-back and will be reviewed on a case-by-case basis.
 1. The employee must have enough time accrued to cover all remaining holidays in the calendar year before requesting to sell back any hours.

Request and Approval Process:

1. Employees must submit a written request to sell back leave.
2. The request must receive approval from the employee's department head.
3. Approved requests must be submitted to the Human Resources Department for processing.
4. Employees may utilize the buy-back policy in May and October of each year and/or with a confirmed hardship. Hardship requests will be reviewed by Human Resources Manager and City Manager prior to final approval.
5. The City's Vacation Buy Back Policy is dependent upon funding approval in the City's annual budget and may be discontinued at any time.

Payment Calculation:

Holiday and Vacation leave buy-back payments will be calculated at the employee's regular hourly rate at the time of the request. All money paid due to a sellback request will be calculated as income on the employees W2.

Compliance with Applicable Laws:

This policy is in accordance with applicable federal and state labor laws, including the Fair Labor Standards Act (FLSA) and Georgia state employment regulations. The policy is subject to periodic review and modification to ensure compliance with any changes in employment laws.

Effective Date:

This policy is effective as of Tuesday, May 6, 2025, and remains in effect until modified or rescinded by the governing authority of the City of Hapeville.

City of Hapeville

Holiday and Vacation Leave Buy-back Request Form

Employee Information:

Name: _____

Department: _____

Job Title: _____

Date of Hire: _____

Leave Balance Information:

Maximum Annual Accrual: _____ hours

Current Vacation Leave Balance: _____ hours

Requested Buy-back Amount: _____ hours

Remaining Leave Balance After Buy-back: _____ hours

(Leave balance must remain at or above remainder of all remaining annual holiday or two weeks' vacation as outlined in policy)

Acknowledgment and Certification:

I, _____ (Employee Name), certify that I meet the eligibility criteria to sell back my vacation leave as outlined in the City of Hapeville Holiday and Vacation Leave Buy-back Policy. I understand that my request is subject to approval by my department head and Human Resources. I also understand that if this request is submitted after the end of a pay period, it will be processed in the next payroll cycle. I understand that amounts received pursuant to this program may impact the amounts reported to the IRS as taxable income.

Employee Signature: _____ Date: _____

Department Head Approval:

I have reviewed this request and confirm that the employee meets the eligibility criteria. I approve this request for processing.

Department Head Name: _____

Signature: _____ Date: _____

Human Resources Verification:

HR Representative Name: _____ Signature: _____

Date Received: _____

Date Processed: _____

Payroll Processed Date: _____

**A RESOLUTION AMENDING THE PERSONNEL POLICIES
AND REGULATIONS OF THE CITY OF HAPEVILLE, GEORGIA
TO ADD THE HOLIDAY AND VACATION BUY BACK PROGRAM**

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 Mayor and Council recognizes the importance of maintaining appropriately staffed and compensated employees to ensure public safety and services that impact the health, safety, and welfare of the citizens of the City and commercial and residential property in the City.

WHEREAS, the Mayor and Council desire revision of the Hapeville Personnel Policy, such that employee benefits and compensation practices and procedures allow for employees to receive compensation in lieu of accrued paid time off under the Holiday and Vacation Buy-Back Program.

The City of Hapeville hereby amends Chapter 6 (BENEFITS) of the City's Employee Manual to include Section 6.10 (Holiday and Vacation Buy Back Program) and said heading shall have the following language:

Page 144 of 145

BE IT FURTHER RESOLVED, that this resolution be implemented by the Hapeville Human Resources Department and that the employee benefits and compensation practices for the City's employees be revised to reflect the addition of the Holiday and Vacation Buy Back Program.

RESOLVED this ____ day of _____, 2025.

CITY OF HAPEVILLE, GEORGIA

Alan Hallman, Mayor

ATTEST:

—

Sharee Steed, City Clerk

APPROVED AS TO FORM

Lajuana Ransaw, City Attorney