



*City of Fairburn
Workshop Agenda
November 13, 2017
6:00 PM*

The Honorable Mayor Mario, B. Avery, Presiding

I. Council Discussion

II. Agenda Item(s) for Council Meeting at 7:00 PM.

- 1. Fire Department*** ***Ms. Karen Larkin-GMA***
GMA-GIRMA Georgia Firefighters' Cancer Benefit Program.
- 2. Storm Water*** ***Mr. Tom Ridgeway***
TOF for Stormwater Study in St. John's Crossing.
- 3. Electric*** ***Mr. Tom Ridgeway***
Election for Off-System Energy Sales Margins for Power Supply Year 2018.
- 4. Electric*** ***Mr. Tom Ridgeway***
Election for Participant Directed Voluntary Deposits into the Municipal Competitive Trust.
- 5. Property Management*** ***Mr. Harvey Stokes***
Request for Approval of a Landscaping Design and Installation Agreement for Fairburn Police Department.
- 6. Community Development*** ***Ms. Brendetta Walker***
Acceptance of Deed of Gift.
- 7. Community Development/Planning and Zoning*** ***Ms. Brendetta Walker***
Text Amendments 17TA-003-Cluster Mailbox Units and Address Identification Ordinance.

III. Adjourn to Regular Council Meeting



CITY OF FAIRBURN
CITY HALL
56 Malone Street
Fairburn, GA 30213
November 13, 2017
7:00 PM

REGULAR AGENDA

The Honorable Mayor Mario B. Avery, Presiding

The Honorable Mayor Pro-Tem Hattie Portis-Jones
The Honorable Alex Heath
The Honorable James Whitmore

The Honorable Lydia Glaize
The Honorable Pat Pallend

Stephen Hood
Shana T. Moss
Randy Turner

Interim City Administrator
Interim City Clerk
City Attorney

- | | | |
|-------|---|---------------------------|
| I. | Meeting Called to Order: | The Honorable Mayor Avery |
| II. | Roll Call: | Interim City Clerk |
| III. | Invocation: | Appointee |
| IV. | Pledge of Allegiance: | In Unison |
| V. | Presentation: | |
| VI. | Public Comments: Thirty (30) minutes shall be available for public comments. Each speaker shall be limited to three (3) minutes; however, a speaker may transfer his or her three (3) minutes to another speaker, but no speaker shall be permitted to speak for more than (6) minutes; further in the event more than ten (10) speakers desire to speak, each speaker shall be limited to two (2) minutes and no speaker may speak more than four (4) minutes. Issues raised at this time are generally referred to the City Administrator for review. Responses will be provided at a later date. | |
| VII. | Adoption of the Council Agenda: | Council Members |
| VIII. | Approval of City Council Minutes: | Council Members |

IX. Agenda Items:

1. Fire Department Chief Hood/Ms. Karen Larkin
GMA-GIRMA Georgia Firefighters' Cancer Benefit Program Proposal and
Resolution for Coverage as mandated by HB 146 (2017). **(Action Item).**
2. Storm Water Mr. Tom Ridgway
TOF for Storm Water Study in St. John's Crossing. **(Action Item).**
3. Electric Mr. Tom Ridgway
Election for Off-System Energy Sales Margins for Power Supply Year 2018. **(Action Item).**
4. Electric Mr. Tom Ridgway
Election for Participant Directed Voluntary Deposits into the Municipal Competitive
Trust. **(Action Item).**
5. Property Management Mr. Harvey Stokes
Request for Approval of a Landscaping Design and Installation Agreement for
Fairburn Police Department. **(Action Item).**
6. Community Development Ms. Brendetta Walker
Acceptance of Deed of Gift. **(Action Item).**
7. Community Development/Planning and Zoning Ms. Brendetta Walker
Text Amendments 17TA-003-Cluster Mailbox Units and Address Identification
Ordinance **(Action Item).**

X. Council Comments:

Council Members

XI. Executive Session (if applicable)

XII. Adjourn

When an Executive Session is required, one will be called for the following issues:
(1) Personnel (2) Real Estate or (3) Litigation.

City of Fairburn

Mayor and Council Meeting Minutes October 23, 2017 7:00 PM

POST PRELIMINARY MINUTES

The Official Minutes of this meeting are tentative and have not been ratified, or approved, by the Mayor and City Council, and these Post Preliminary Minutes are not binding on the City or any Officer thereof.

The Honorable Mayor Mario B. Avery, Presiding

The Honorable Mayor Pro-Tem Hattie Portis-Jones
The Honorable Alex Heath
The Honorable James Whitmore

The Honorable Lydia Glaize
The Honorable Pat Pallend

Stephen Hood
Shana T. Moss
Randy Turner

Interim City Administrator
Interim City Clerk
City Attorney

- I. Meeting was called to order by the Honorable Mayor Mario B. Avery at 7:04 PM.
- II. Roll Call was taken by Interim Clerk; Moss, with all member of council present, which constituted a quorum, and the official meeting proceeded.
- III. The Invocation was given by the Honorable Mayor, Mario B. Avery.
- IV. The Pledge of Allegiance was recited in unison.
- V. Presentation
Mayor and Council presented a Proclamation in honor of the Late Mrs. Angela McCarragher, wife of Fire Captain Pat McCarragher. Mayor Avery began the presentation by stating that the City of Fairburn is a Family, and when a member of the Fairburn Family is hurting, we are all there to rally our support. He stated the Mayor, Council, City Employees, and the entire City of Fairburn stands with the Captain, Chase, and Devin.

Recognition of the life and legacy of Angela McCarragher

Whereas, Angela McCarragher, born on October 6, 1969 to the union of William and Linda Cook in Kansas City, Kansas was called home to glory on October 13, 2017 at the age of 48; and

City of Fairburn

Whereas, Angela McCarragher, born on October 6, 1969 to the union of William and Linda Cook in Kansas City, Kansas was called home to glory on October 13, 2017 at the age of 48; and

Whereas, Angela McCarragher was married to Patrick McCarragher, Jr. for 24 years, and was the devoted mother to two sons, Chase and Devin McCarragher; and

Whereas, Angela McCarragher is a graduate of Riverdale High School and attended Brevard University, majoring in Business Administration; and

Whereas, Angela McCarragher worked with Impark, Inc. for 10 years supporting America's favorite pastime, baseball with the Atlanta Braves; and

Whereas, Angela McCarragher was an integral part of the community in which she lived, dedicating much of her time to the care of her two sons; and

Whereas, Angela McCarragher was an ardent supporter of education regarding Williams Syndrome, a disorder that affects as many as 1 in 10,000 people worldwide, the Special Olympics and the East Coweta Lacrosse Club; and

Whereas, Angela McCarragher lived a life committed to serving her family and leaves them to cherish her memory alongside a community that will forever be indelibly marked by her short time with them.

NOW, THEREFORE, I, Mario B. Avery and the five members of the City Council for the City of Fairburn do honor and recognize the life and legacy of Angela McCarragher who lived a life devoted to pouring into her family the love and values she held close and as an extension of the City of Fairburn family, this 17th day of October, 2017.

Mario B. Avery
Mayor

Fire Chief/Interim City Administrator Stephen Hood spoke and stated the Fire Department would be supportive of Pat, Devin and Chase and for him to take as much time as he needs, before he return to work.

VI. Public Comments:

1. Mrs. Carol Berry, 113 Shannon Chase Lane, Fairburn, Georgia thanked the city for naming a complex after her family, the Eric Berry Complex. This complex is helping young men all over the county, and her son looks forward to coming back to Fairburn to help the youth. The park is beautiful and is setting a standard.

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2. Ms. Linda North, of 502 Hastings Drive, Peachtree City, GA, stated South Fulton Little League has been here since 2004, and to move it would result in splitting the league. She has been a volunteer for over 30 years, if little league is moved it would hurt a lot of children; it is every child's dream to go to the Little League World Series. She would like Mayor and Council to consider all options.
 3. Mr. Obie J. Smith, of 535 Shire Lane, stated South Fulton Little League is a good opportunity for our kids, he coached an AAU Softball team and they enjoyed playing throughout the state. Little League is a great option for our youth.
 4. Mr. Corey Williams of 350 Dominique Court, Fayetteville, GA, spoke about Little League being a strong tradition, he is a proud supporter, and it teaches kids rules, regulations, and discipline.
 5. Ms. Rebecca Smith of 5508 Sable Way, stated she is a Little League member and parent, her son plays, he loves the game, she is a strong advocate for it, and would like it to remain in South Fulton.
- VII. Adoption of the Council Agenda: Motion to approve consent agenda, with the addition of Item # 7 being, discussing and choosing a mission statement for a Public Art Grant. Item # 8 being, City of Fairburn's Defined Benefit Retirement Plan, an Amendment to Increase Minimum Years Required for Vesting from five to seven. Item # 9 a Request for Resolution in Support of GMA Legislative Policy Regarding De-annexation Legislation to Create New Municipalities on behalf of the City of Stockbridge. Motion to approve agenda was made by Councilwoman Glaize; motion, seconded, by Mayor Pro-Tem Portis-Jones. Vote: (5-0) Motion Carried.
- VIII. Approval of City Council Minutes: Motion to approve minutes from October 9, 2017 Council Meeting was made by Councilwoman Glaize; motion, seconded by Councilman Heath. Vote: (5-0) Motion Carried.
- IX. Agenda Items:
Consent Agenda for Items 1-5 was made by Councilman Heath; motion, seconded, by Councilman Pallend.
- Agenda Item 1* *Mr. Harvey Stokes*
Repairs to Bohannon Road Bridge over I-85.
- Agenda Item 2* *Mr. Tom Ridgway*
ECG Year End Settlement.
- Agenda Item 3* *Mr. Tom Ridgway*
An agreement with Zack's Pest-A-Saurus Rex, LLC of Newnan, the most responsive bidder, to provide wildlife inspection and mitigation services for the creek in St. John's Crossing for \$ 1,000/monthly.

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Agenda Item 4

Ms. Brendetta Walker

Approve the First Amendment to the Intergovernmental Agreement with Union City to Construct the Gateway Project.

Agenda Item 5

Ms. Chapin Payne

To review and approve the facility use agreement for Southside Kickers for the Fall 2017 Season. For Consent Agenda Items:

Agenda Item 6

Mr. Ed Holloway

For Mayor and Council to approve by ordinance the Fiscal Year 2017-2018 City of Fairburn Municipal Budget of \$38,156,147 for expenditures. Motion to approve was made by Councilwoman Glaize; motion, seconded by Councilman Pallend.

Vote: (5-0) Motion Carried.

Council Members asked about tax bills being mailed out, Mr. Holloway stated, the city was awaiting the tax digest to be approved by the Georgia Department of Revenue. City Attorney, Randy Turner stated if the DOR doesn't approve the digest, all municipalities will have to file a Temporary Tax Collection Order (TTCO), which will be based on a proposed tax digest, to proceed with tax collection. Chief Hood recommended a communication plan if the digest isn't passed to inform citizens of the process, which will include an insert in the utility bills, the city's website and the city's social media outlets. Mayor Avery asked at what date, do we give citizens the 45 day notice, Attorney Turner, recommended to see if the digest will be approved or disapproved and we will make a determination from that decision.

Agenda Item 7

Ms. Brendetta Walker

For Mayor and Council to discuss and choose a mission statement for a Public Art Grant. Councilwoman Glaize asked how did the city find out about this grant? Ms. Walker stated it came across the planner's desk, and thought if they could eliminate some spending the city could possibly partake. Mayor Pro-Tem Portis Jones, asked about the cost, Ms. Walker replied, the cost is \$3,000 +, the city will incur the cost of purchasing the supplies, hotel accommodations for 14 days (time limit for grant completion), Mayor Pro-Tem Portis-Jones, asked is there money budgeted for this project, Ms. Walker replied no, and she thought the mural could go under the CSX underpass downtown. Mayor Pro-Tem Portis-Jones, stated she couldn't support this project because more background work need to be performed and the cost is not in the budget. Councilman Heath, stated he would like to see art students from the local high school be utilized it would lower the cost. Councilwoman Glaize stated, Landmark has a great arts department, we need to use our youth, engage them in these cultural opportunities. Councilman Whitmore, stated perhaps, Ms. Walker could develop a public art plan to identify what parts of the city would be feasible. Mayor Avery spoke about the tour the Mayor and Council took to Kennesaw a few years ago the mural that was painted there, which was both attractive and structurally sound. Mayor and Council took no action until further information could be provided to them.

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Agenda Item 8

Councilwoman Glaize

City of Fairburn Georgia Municipal Employees Benefit System (GMEBS) Defined Benefit Retirement Plan; Amendment to Increase Minimum Years Required for Vesting from Five (5) to Seven (7) Years.

Councilwoman Glaize stated this change originated with Mayor-Elect Elizabeth Hurst to change the vesting years from 5 years to becoming fully vested at 7 years. Councilwoman Glaize relinquished the floor to Mayor-Elect Hurst, who stated five years was a small amount of time for employees to be vested, and with the city growing and projected to hire 15-20 employees in the next 10 years, and this will help the city's budget. Mayor Elect Hurst has researched other cities and the norm is 7 years, and she is recommending Fairburn evolve to the 7 year vesting plan. This would only affect employees hired after December 1, 2017. Mayor Avery stated pensions could play a big factor in a city's budget and referenced the City of Atlanta being upside down in its pensions in 2009-2010. Motion to approve was made by Councilwoman Glaize; motion seconded by Councilman Whitmore.

Vote: (5-0) Motion Carried.

Agenda Item 9

Mayor Avery

City of Stockbridge: Request for Resolution in Support of Georgia Municipal Association Legislative Policy Regarding De-Annexation Legislation to Create New Municipalities.

Mayor Avery stated the City of Stockbridge is seeking support from other cities to refute a bill that was passed in the General Assembly to de-annex a large portion of Stockbridge in order to create a new City of Eagles Landing. This de-annexation would have a devastating impact on the City of Stockbridge, taking away nearly 45 % of the city's acreage and an estimated 58% of the city's operating revenue. This unprecedented legislation is not harmful to only Henry County but could set a very dangerous precedent for every municipality in the State of Georgia by pitting cities against one another, and breaking up long-standing communities. Motion to approve resolution was made by Councilwoman Glaize; motion, seconded by Councilman Heath.

Vote: (5-0) Motion Carried.

X. Council Comments:

Mayor Pro-Tem Portis Jones, stated she is in full support of the City of Stockbridge. She extends her heart and condolences to the McCarragher Family, it is hard on Captain McCarragher being left with two young sons, but the family has her full support both personally and professionally. She thanked Mrs. Carol Berry and her family for their work with Duncan Park as well as her colleagues who worked to make Duncan Park a vital part of the City of Fairburn. She is perplexed about the South Fulton Little League, and eagerly awaits more information. She thanked everyone for coming out.

Councilman Pallend, stated Early Voting is being conducted at the Library and urged everyone to vote, because this election is crucial to the City of Fairburn.

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Councilwoman Glaize, stated it is a pleasure and honor to serve. Youth and education are her passion, in conjunction with art and cultural. She urged elected officials to go out and support the schools in the area; she named Bear Creek, Creek Side, and Evoline C. West. She further stated, South Fulton Little League has a long standing tradition and she would like to see it continue. Prayer and condolences are extended to the McCarragher family, two young children, with one being a senior is hard. She supports GMA in their support of the City of Stockbridge, and it is an honor to serve the citizens of Fairburn.

Councilman Heath, stated he did something he thought he would never do. He got married on Friday October 20, 2017, he is very happy and he thanks everyone for their well-wishes, and said life is good. Stated he played little league in the 50's and 60's under Coach Brock and it was a joy, he would love to see little league continue in the city. He thanked everyone for the growth of Fairburn and had accolades for Mr. James Berry and his son Eric. Mr. James Berry would be the only person that would cut the grass for the kids to play and he is very proud of Duncan Park. He came on council in 2010; it was a great decision to purchase it from Fulton County. He further expressed his condolences to Pat McCarragher and his family.

Councilman Whitmore, extended his congratulations to Councilman Heath on his nuptials. He talked about the support for Pat McCarragher, as there was standing room only when we attended the visitation for Mrs. Angela McCarragher, he said he understands how Captain McCarragher feel, as he lost his wife to breast cancer with young children, and that Mayor and Council will rally around him and lend their support in any way. He had accolades for Deputy Chief Robinson, he said every time someone said something or provided an update, Deputy Chief Robinson was with Captain McCarragher, and Chief Robinson set the bar high. He further commented about Duncan Park, he watched it incline, he wasn't here in the decline stage, the next phase he would like to see is a community center at Duncan Park whether he is on council or not. Like, Mayor Pro-Tem Portis-Jones, he is perplexed about South Fulton Little League and spoke about his own adventures being an AAU Coach, he traveled and coached on a \$25,000 budget and is an advocated for Little League. He spoke about Veteran's Day where all Veterans' fallen, future, and past will be honored, volunteers are needed and are asked to contact Mr. E.C. West of the PTA; November 10, 2017, Veterans' will be taking food to the kid's classrooms.

Mayor Avery, Thanked the City of Fairburn Family, for their awesome support of the McCarragher Family. He thanked Mrs. Berry for her son's (Eric Berry) donation to the city. He wished all candidates God Speed on the upcoming election on November 7th. Mayor acknowledged Scott Vann as being the former council member who was responsible for the Duncan Park Restoration. He informed everyone that a City Administrator had been hired, she is Ms. Donna Gayden and her first day will be December 4, 2017. The city's Christmas Celebration will be December 2nd; location will be announced at a later date. The Fairburn Festival that was held on October 7th is still being talked about, the video will be on the city's website on October 24, 2017

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and one of the highlights of the festival and on the video is seeing Congressman John Lewis trotting at 70 down the parade route.

With no further business of the city, motion to adjourn at 8:21 pm was made by Councilman Whitmore, motion, seconded by Councilwoman Glaize.

Respectfully Submitted:

Shana T. Moss
Interim City Clerk

Mario B. Avery
Mayor

I Attest:



CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

SUBJECT: Quote Proposal for GMA-GIRMA Georgia Firefighters' Cancer Benefit Program

() AGREEMENT () POLICY / DISCUSSION () CONTRACT
() ORDINANCE (X) RESOLUTION () OTHER

Submitted: 10/25/17

Work Session: 11/13/17

Council Meeting: 11/13/17

DEPARTMENT: Fire Department

BUDGET IMPACT: Estimated Annual Premium for all Firefighters \$5,038.00.

PUBLIC HEARING? () Yes (X) No

PURPOSE: For Mayor and Council to approve GMA-GIRMA Firefighters' Cancer Benefit Program Proposal for Coverage as mandated by HB 146 (2017) and is effective January 1, 2018.

HISTORY: GMA has created the GMA-GIRMA Georgia Firefighters' Cancer Benefit Program to help cities satisfy the new requirement of providing firefighters with cancer benefits. This new law was created by HB 146 (2017) and is effective January 1, 2018. The coverages being offered are designed specifically to be compliant with the provisions of HB 146 (2017).

FACTS AND ISSUES: This is a mandatory benefit, effective January 1, 2018.

RECOMMENDED ACTION: For City Council to authorize the Mayor to approve the Resolution for the City to enroll in the Cancer Benefit Program.

Stephen Hood, Interim City Administrator

Mario B. Avery, Mayor



DESCRIPTION OF COVERAGE PROVIDED THROUGH GMA

All legally organized fire departments in Georgia are required by House Bill 146 (2016-2017) to provide certain cancer benefits to their firefighters effective January 1, 2018. GMA has developed a solution for Georgia cities that need this coverage, providing financial protection to firefighters and their families in the event they contract cancer.

INSURER: The Hartford Life and Accident Insurance Company
COVERAGES PROVIDED: Lump Sum Cancer & Long Term Disability (Income Replacement)
MASTER POLICYHOLDER: GMA – Georgia Interlocal Risk Management Agency
ADMINISTRATOR: Georgia Municipal Association

Who is eligible? An "Eligible Firefighter" is a recruit or a trained individual who is a full-time employee, part-time employee, or volunteer for a legally organized fire department as defined by O.C.G.A. § 25-4-2 after having served 12 consecutive months for such fire department.

CLASS DESCRIPTIONS: Class 1 - Volunteer Firefighters; Class 2 – Employee Firefighters

Lump Sum Cancer Benefit: Full-time/Part-time Employees and Volunteers
Maximum Limit each diagnosis: \$6,250 (less severe forms of cancer as noted in HB 146);
\$25,000 (severe forms of cancer as noted in HB 146)
Lifetime Benefit per Firefighter: \$50,000
Continuation Rights: Yes (Enroll within 31 days of termination of eligibility)

Long-Term Disability (Income Replacement)

Elimination Period: 180 Days
Benefit Duration: 3 Years or until released to work as firefighter
Return to Work Incentive: Included
Integration Method: Direct with Family Social Security Offset
Pre-Existing Condition Limit: 3 months lookback
Survivor Income Benefit: 3 times last monthly Benefit
Continuation Rights: Yes (Enroll within 31 days of termination of eligibility)

Benefits:
Volunteer: \$1,500 Monthly Benefit
Full-time/Part-time Employee: 60% of pre-disability earnings as firefighter for Participating Employer
Minimum Monthly Benefit: \$100
Maximum Monthly Benefit: \$5,000

The disability benefits will be reduced by any other income benefits other than those purchased solely by the firefighter as noted by House Bill 146 (2016-2017).

This overview is not a part of the policy(ies) and does not provide or explain all provisions of the policy(ies).

Questions about this program? Call Willis Towers Watson representatives Lindsey Albright (404.224.5044) or Meghan Murray (404.302.3898) or Stan Deese at GMA (678.686.6221).



GMA - GIRMA Firefighters' Cancer Benefit Program Proposal for Coverage

Effective Date: January 1, 2018

Anniversary Date: January 1

City Name: City of Fairburn

City FCC ID Number: 0000091

Insurer: Hartford Life and Accident Insurance Company

There are two coverage components required by House Bill 146 (2017) effective January 1, 2018:

- 1) Lump Sum Cancer Benefit
- 2) Long-Term Disability (Income Replacement)

The GMA-GIRMA Lump Sum Cancer Benefit and Long-Term Disability (Income Replacement) coverage components are designed to comply with House Bill 146 when purchased together. However, a city is permitted to purchase only one component if desired.

Estimated annual premiums are based on the Eligible Firefighter census data provided by the city. Premiums for Long-Term Disability (Income Replacement) differ based on whether a firefighter is employed or is a volunteer. While the premiums below are estimated annual amounts, the city will be billed on a quarterly basis in an amount that reflects the city's updates to the census.

Component 1: Lump Sum Cancer Benefit – All Firefighters	
Maximum Benefit each diagnosis:	\$6,250 (less severe forms of cancer)
	\$25,000 (severe forms of cancer)
Lifetime Benefit per firefighter:	\$50,000
Lump Sum Cancer Benefit Only - Estimated Annual Premium for All Firefighters:	\$5,038
Component 2: Long-Term Disability (Income Replacement)	
Employed Firefighters	
Monthly benefit:	60% of pre-disability firefighter earnings
Maximum monthly benefit per firefighter:	\$5,000
Estimated Annual Premium for Employed Firefighters:	\$2,979
Volunteer Firefighters	
Monthly Benefit per firefighter:	\$1,500
Estimated Annual Premium for Volunteer Firefighters:	\$0
Long-Term Disability Only (Income Replacement) – Estimated Annual Premium for All Firefighters:	\$2,979
Estimated Annual Premium for Components 1 & 2: Lump Sum Cancer Benefit + Long Term Disability (Income Replacement):	\$8,017

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

10/19/2017

Georgia Interlocal Risk Management Agency ("GIRMA")

Fund Participation Election Form for Prospective Member Entities Joining GIRMA On or After January 1, 2018 [Attach to Intergovernmental Contract]

As stated in Section 6.1 of the Intergovernmental Contract, a GIRMA member must participate in at least one Fund established by the GIRMA Board of Trustees. The Intergovernmental Contract and GIRMA Bylaws apply to all GIRMA members, regardless of the Fund or Funds in which they participate. Terms and conditions specific to a Fund are set forth in the Coverage Description for the Fund.

A coverage description for Fund A is on file with the Georgia Department of Insurance and is provided to new Fund A members after approval of membership in Fund A. A copy of the coverage description for Fund A is available to prospective members upon request. A coverage description for Fund B will be filed with the Georgia Department of Insurance and made available upon request to Fund B members after approval of membership in Fund B.

All Prospective Members joining GIRMA on or after January 1, 2018 must complete this Fund Participation Election Form.

Please select the Fund or Funds in which the Prospective GIRMA Member named below will participate. This completed Form will be attached to the Resolution to Become a Member of the Georgia Interlocal Risk Management Agency (GIRMA) and Participate in One or More of GIRMA's Funds. If Fund B is selected, the Prospective Member also must complete the attached **FIREFIGHTER CANCER COVERAGE APPLICATION AND PARTICIPATION AGREEMENT**.

Fund A	Fund B
Coverage of: <ul style="list-style-type: none">• Property liability• Automobile physical damage and liability• Law enforcement liability• General liability• Public official liability• Employee benefits liability• Fidelity (including crime and all bonds) liability• Data and network security liability	<ul style="list-style-type: none">• Firefighter Cancer lump sum and disability coverage required by Georgia House Bill 146, 2016-2017 Regular Session• Coverage is fully insured by Hartford Insurance

The [Name of Prospective Member Entity] _____ elects to join [choose one or both] ____ Fund A ____ Fund B (**FIREFIGHTER CANCER COVERAGE APPLICATION AND PARTICIPATION AGREEMENT** required). Membership in the Fund or Funds selected shall be effective on the date of approval by Georgia Municipal Association, Inc., the Program Administrator for GIRMA.

By: _____ Title: _____ Date: _____

Print Name of Authorized Signer: _____

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

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

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

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

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

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

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

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

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

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

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

1. The [Insert title of Chief Officer] of Public Entity is authorized to execute the intergovernmental contract to become a Member of GIRMA and the GIRMA Fund Election Form to become a member of the GIRMA Funds identified on that Form. A copy of the intergovernmental contract and bylaws of GIRMA and the completed Fund Election Form are attached and made part of this resolution as Appendix 1.
2. The powers of GIRMA shall be limited to those contained in the documents attached as Appendix 1, as amended from time to time, and those contained in Chapter 85 of Title 36 of the Official Code of Georgia Annotated and the rules and regulations of the Insurance Commissioner of the State of Georgia.

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

Adopted this ____ day of 20 ____.

(Name of Public Entity)

By: _____

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

Attest: _____

[Print Name of Person Authorized to Attest, Title]

Appendix 1

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

Intergovernmental Contract

GIRMA Fund Participation Election Form (Completed)

GIRMA Bylaws

**GEORGIA INTERLOCAL RISK MANAGEMENT (GIRMA)
FIREFIGHTER CANCER COVERAGE APPLICATION AND PARTICIPATION AGREEMENT**

Employers eligible to participate in GIRMA (hereinafter a “Participating Employer” or “Employer”) shall complete this Application and Participation Agreement in order to purchase firefighter cancer coverage fully insured by The Hartford under the GIRMA Fund B Master Policy for Lump Sum Cancer Benefit or Master Policy for Long-Term Disability (Income Replacement) or under both Policies. Once approved by GIRMA’s Program Administrator, the Participating Employer will receive a one-page Schedule of Benefits identifying the purchased coverage(s) and a link to the Policy for the purchased coverage(s), so it may make these available to Eligible Firefighters.

Who Does What?

- GIRMA is the Policyholder of two firefighter cancer coverage policies (together, the “Firefighter Cancer Policies” insured by The Hartford: Lump Sum Cancer Benefit and Long-Term Disability (Income Replacement). These coverages together are designed to meet the requirements of Georgia House Bill 146 (2016-2017), an Act effective January 1, 2018.
- Georgia Municipal Association, Inc., (“GMA”) is the Program Administrator for GIRMA. GMA uses information from the Eligible Firefighter census data provided by the Participating Employer to bill for the Firefighter Cancer Policies, and maintains (either directly or through the broker for the Firefighter Cancer Policies) Participating Employers’ Application and Participation Agreements.
- Participating Employers are responsible for identifying all Eligible Firefighters, submitting complete and accurate census data to GMA, paying premiums to GMA, communicating with Eligible Firefighters about the coverages it provides, providing the Schedule of Benefits and link to the applicable Policies to Eligible Firefighters, and providing all requested information and documentation to The Hartford when an Eligible Firefighter makes a claim under one or both of the Firefighter Cancer Policies.
- The Hartford evaluates and pays claims under the Firefighter Cancer Policies. All claims for benefits must be submitted to The Hartford. Neither GIRMA nor GMA have any role in claim determination or payment.
- The Hartford provides tax services related to payments under the Long-Term Disability (Income Replacement) Policy.

Definition of Eligible Firefighter: An “Eligible Firefighter” is a recruit or a trained individual who is a full-time employee, part-time employee, or volunteer for a legally organized fire department of a Participating Employer and as such has duties of responding to mitigate a variety of emergency and nonemergency situations where life, property, or the environment is at risk, which may include without limitation fire suppression; fire prevention activities; emergency medical services; hazardous materials response and preparedness; technical rescue operations; search and rescue; disaster management and preparedness; community service activities; response to civil disturbances and terrorism incidents; nonemergency functions including training, preplanning, communications, maintenance, and physical conditioning; and other related emergency and nonemergency duties as may be assigned or required; provided, however, that a firefighter's assignments may vary based on geographic, climatic, and demographic conditions or other factors including training, experience, and ability. A firefighter is an “Eligible Firefighter” as soon as he or she meets the description above, even though coverage under the Firefighter Cancer Policy(ies) does not become effective until completion of a waiting period as set forth in O.C.G.A. § 25-3-23.

Employer Obligations:

- Employer shall not require any kind of contribution from Eligible Firefighters for the coverage(s) provided under the Firefighter Cancer Policies.
- Employer is solely responsible for identifying all Eligible Firefighters (as defined above), keeping an accurate list of all Eligible Firefighters, and providing correct and complete information to GMA.
- Employer shall submit initial Eligible Firefighter census data to GMA in the form requested, and must update this census data as needed in order to ensure that all Eligible Firefighters are identified.
- The Employer's cost for coverage under the Firefighter Cancer Policy(ies) will be based on the most recent census data at the time of billing.
- A claim by an Eligible Firefighter may be denied if the Eligible Firefighter was not timely listed in the census data.
- Employer shall provide the Schedule of Benefits and a link to the applicable Policy(ies) to all Eligible Firefighters at no charge, and shall provide a copy of the applicable Policy(ies) to an Eligible Firefighter upon request.
- If the Policy(ies) are terminated for any reason, Employer shall provide notification of termination to all Eligible Firefighters.
- When a firefighter submits a claim to The Hartford, Employer shall provide The Hartford the information requested so that The Hartford may evaluate the claim, and shall affirm that this information is accurate and complete.

If the Employer is purchasing Long-Term Disability (Income Replacement) coverage, the Employer agrees as follows.

Employer Authorization for Tax Services: By completing this Application and Participation Agreement, Employer authorizes The Hartford to report, withhold and deposit the taxes described below, and agrees to provide The Hartford with accurate and timely information to provide these tax services. Employer acknowledges that The Hartford, GIRMA, and GMA, singularly and collectively, shall have no responsibility for any liability in connection with these tax services that may result from inaccurate, untimely or incomplete information provided by Employer to any of them, including but not limited to fines or penalties.

- The Hartford will withhold and deposit applicable and properly elected additional United States federal income taxes (FIT) and state income tax (SIT) as well as applicable Employee FICA taxes from disability benefits/sick pay. The Hartford will make timely filings with the appropriate United States federal and state agencies. The Hartford will deposit the taxes using The Hartford's tax identification number and will timely notify the Employer of these payments. This notification is provided on the EOB (Explanation of Benefits).
- The Hartford will prepare Forms W-2 for payees and pay the Employer's share of FICA taxes, and submit such forms and payments to the appropriate United States federal and state agencies. The Hartford will postmark by January 31st of each year, or such other date required by law, Forms W-2 containing disability benefits/sick pay information to payees and make information return filings in accordance with Federal and State requirements regarding income tax, Social Security, and Medicare tax. The Hartford will issue Forms W-2 using The Hartford's tax identification number. If the Policy is terminated, The Hartford will continue to provide Forms W-2 and make information return filings for disability benefits/sick pay payments on all claims incurred prior to termination of the Policy.
- The Hartford assumes no responsibility for any other payroll or employment related tax, fee, premium or the like including Federal Unemployment Insurance (FUTA) and State Unemployment Insurance (SUTA), State Disability Insurance, State or Local Occupational Taxes, other jurisdictional taxes such as municipal, city or county taxes, or any Workers' Compensation Tax which may be applicable to the disability benefits The Hartford is paying.
- The Hartford will prepare and deliver to Employer the annual summary reports of benefits paid.

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

Participating Employer is applying for and agreeing to purchase both the Lump Sum Cancer Benefit & Long Term Disability (Income Replacement) coverages unless either of the following options is checked.

☐ Lump Sum Cancer Benefit Only* OR

☐ Long Term Disability (Income Replacement) Only*

* Alone, this coverage does NOT meet the requirements of HB146.

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

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

Signature: _____ Date: _____

Print Name: _____ Title: _____

APPROVED BY GIRMA PROGRAM ADMINISTRATOR: _____, Date: _____

EFFECTIVE DATE OF COVERAGE: _____

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

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

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

WHEREAS, this Amended and Restated Intergovernmental Contract is made and entered into this _____ day of _____, 20____, by and among the public entities who are now Members of the Georgia Interlocal Risk Management Agency ("GIRMA") and the _____ [Name of Prospective Member Entity] ("New Member") for the purpose of permitting New Member to participate in one or more group self-insurance funds for the management of liability and property damage risks of the Member public entities.

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

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

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

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

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

PARAGRAPH 2 DEFINITIONS

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

- (1) "Administrator" shall mean the person or agency designated to supervise the administration of GIRMA and to perform such duties and exercise such powers as shall be specifically designated by the Board.
- (2) "GIRMA" shall mean the Georgia Interlocal Risk Management Agency.
- (3) "Board" shall mean the Board of Trustees of GIRMA.
- (4) "Coverage Description or Description" shall mean the written explication of General Liability, Motor Vehicle Liability, Property Damage and other claims for which Members are jointly self-insured through a Fund or Funds.
- (5) "Group Self-Insurance Fund," "Fund" or "Funds" shall have the meaning as defined in Chapter 85 of Title 36 of the Official Code of Georgia Annotated, as amended.
- (6) "Member" shall mean an entity that meets the eligibility requirements set forth in Section 1.2, has been approved by GIRMA through its Administrator, and is participating in GIRMA in conformity with this contract.
- (7) "Service Company" shall mean persons or agencies designated by the Board or Administrator to perform claim settlement services, make a determination of risk factors of Members and applicants for membership, institute loss prevention programs and accounting systems, acquire necessary excess insurance and reinsurance proposals, or perform other functions in the day-to-day operation of GIRMA as directed by the Board or Administrator.

PARAGRAPH 3 BOARD OF TRUSTEES

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

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

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

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

**PARAGRAPH 4
BOARD POWERS AND DUTIES**

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

**PARAGRAPH 5
MEMBERSHIP**

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

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

Section 5.3. Withdrawal.

- (1) Each Member shall continue its membership until the completion of the second full fiscal year of GIRMA following its admission to GIRMA. Effective upon the conclusion of such period, a Member may withdraw on ninety (90) days advance written notice to GIRMA. A Member withdrawing shall have no right to the reserves on any claims maintained by GIRMA in the operation of a Group Self-Insurance Fund. GIRMA shall continue servicing of any covered claim of the Member after the withdrawal of the Member.
- (2) At the conclusion of a Member's second full fiscal year of membership, all membership shall be on a coverage year-to-coverage year basis. Effective at the end of any coverage year, GIRMA may, on ninety (90) days advance written notice to a Member, determine not to renew a Member's membership in GIRMA or the Member's participation in the Fund.
- (3) Any Member, failing to make payments required by Paragraph 6 of this agreement when due, shall upon proper notice be immediately suspended from membership and the Member's coverage under any Fund and benefits hereunder shall immediately cease. If the Member shall subsequently submit the delinquent payment along with such penalties or interest that may be established by the board, the Administrator may reinstitute such membership in accordance with Board policy.
- (4) Terminated Members shall remain liable for assessments for any fiscal year in which they were Members. Terminated Members shall have no rights to surplus or dividends, but the Board may return all or a portion of any terminated Member's capital contribution.

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

**PARAGRAPH 6
OBLIGATIONS OF MEMBERS**

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

- (1) To participate at all times in at least one Fund established by the Board.
- (2) To pay all contributions, assessments or other sums due to GIRMA at such times and in such amounts as shall be established by the Board or the Administrator.
- (3) To select a person to serve as a Member representative.
- (4) To allow the Board and its agents reasonable access to all facilities of the Member and all records, including but not limited to financial records, which relate to the purposes of GIRMA.
- (5) To allow attorneys appointed by GIRMA to represent the Member and its employees or officers in investigation, settlement discussions and all levels of litigation arising out of any claim made against a Member within the scope of loss protection furnished by the Fund or Funds established by GIRMA, and, with approval of the Administrator or in accordance with policies established by the Administrator, to enter into settlements of such litigation without the consent of the Member or its employees or officers.
- (6) To assist and cooperate in the defense and settlement of claims against the Member and its employees or officers.
- (7) To furnish full cooperation to GIRMA's attorneys, claims adjusters, Service Company and any agent employee, officer or independent contractor of GIRMA relating to the purposes of GIRMA.
- (8) To follow all loss reduction and prevention procedures established by GIRMA.
- (9) To furnish to the Administrator such budget operating and underwriting information as may be requested by the Administrator.
- (10) To report as promptly as possible, and in accordance with any Coverage Descriptions issued, all incidents which could result in GIRMA or any Fund established by GIRMA being required to pay claim for loss or injuries to the Member's property or injuries to persons or property when such loss or injury is within the scope of the protection of a Fund or Funds in which the Member participates.

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

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

PARAGRAPH 7

AMENDMENTS TO CONTRACT

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

PARAGRAPH 8

AUDITS AND FINANCIAL REPORTS

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

PARAGRAPH 9

OPERATION OF GROUP SELF-INSURANCE FUNDS

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

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

Georgia Interlocal Risk Management Agency Amended and Restated Intergovernmental Contract

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

This foregoing Intergovernmental Contract is entered into on behalf of _____ (Name of New Member), this day of _____, 20____, by the duly authorized officer whose signature appears below.

(Name of New Member)

(Authorized Signature/title)

Witness/title

(Entity Seal - Printed)

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

Revised and Adopted March 16, 2016

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

ARTICLE I

NAME AND LOCATION

- Section 1. The name of this organization shall be the Georgia Interlocal Risk Management Agency, hereinafter referred to as "GIRMA". In October, 1988, GIRMA was established by an intergovernmental contract among founding municipal corporations of Georgia for the management of liability and property damage risks, in accordance with Title 36, Chapter 85 of the Official Code of Georgia Annotated (the "Statute").
- Section 2. The principal office of GIRMA is located at 201 Pryor Street, Atlanta, Georgia 30303.
- Section 3. Other offices for the transaction of business may be established as the Board of Trustees (hereinafter referred to as the "Board") may determine.
- Section 4. These Bylaws are adopted pursuant to the Statute, the applicable rules and regulations of the Insurance Commissioner of the State of Georgia (hereinafter referred to as "Commissioner") and the intergovernmental contract creating GIRMA (the "Intergovernmental Contract").

ARTICLE II

ELIGIBILITY FOR AND RENEWAL OF MEMBERSHIP

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

to the terms of the Intergovernmental Contract.

Section 2. Members may voluntarily withdraw after completion of two full fiscal years of Membership by providing ninety (90) days advance written notice to the Administrator.

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

Section 3. See Article X for Involuntary Termination of a Membership mid-year.

ARTICLE III

BOARD OF TRUSTEES

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

Section 2. Number and Qualifications. The business and property of GIRMA shall be supervised by a Board of Trustees, which shall consist of nine (9) Trustees. Each Trustee appointed and serving shall be at all times an elected or appointed official of a Member of GIRMA who is serving on the Board of Trustees of the Georgia Municipal Employees Benefit System established pursuant to Chapter 5 of Title 47 of the Official Code of Georgia Annotated. In addition to meeting these requirements, a Trustee must submit a completed application to the Commissioner. If the Commissioner objects to the appointment, the appointment will be invalidated on a prospective basis.

Section 3. Election of Trustees, Term of Office. Trustees shall be individuals meeting the qualifications in Section 2 above who are elected by Members in accordance with Article XI of these Bylaws to serve a term as follows:

- Slots A, B and C shall be filled by individuals elected to serve a term expiring June 30, 2020;
- Slots D, E and F shall be filled by individuals elected to serve a term ending June 30, 2018;
- Slots G, H and I shall be filled by individuals elected to serve a term ending June 30, 2019.

A Trustee's term of office shall be six (6) years. Trustees shall be eligible to succeed themselves but shall not serve more than three (3) consecutive full terms. The time served by the Trustee for the remainder of a former Trustee's unexpired term shall not count toward the Trustee's term limits. All Trustees shall serve until their successors are duly elected and qualified.

Section 4.

Vacancies. Any vacancy occurring on the Board shall be filled by appointment by the remaining Trustees. The Trustee appointed to fill the vacancy shall serve for the remainder of the unexpired term, when such position shall be filled by a vote of the Members. Any Trustee appointed to fill the vacancy shall submit an application to the Commissioner to serve as Trustee of this Board. If the Commissioner objects to the appointment, the appointment will be invalidated on a prospective basis with respect to this Board and that individual will not serve on this Board.

Section 5.

Removal of Trustees. A Trustee who ceases to meet the qualification requirements in Article III Section 2 shall no longer be eligible to serve on the Board and in such event the Trustee's office shall be declared vacant. A Trustee may be removed by a majority vote of the remaining Trustees for: missing three (3) consecutive regular meetings of the Board; misfeasance, nonfeasance, or for otherwise failing to adequately perform his or her duties as a Trustee. The vote for removal shall be held at a regular or special meeting of the Board. The Trustee shall be provided with at least thirty (30) days written notice of such meeting, sent by certified U.S. Mail, return receipt requested. Said notice shall state the reasons for removal and the time and place of the meeting. Any vacancy created by removal shall be filled in accordance with Article III, Section 4.

Section 6.

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

ARTICLE IV

POWERS AND DUTIES

Section 1.

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

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

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

Section 2.

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

- (a) To provide general oversight of the operation of GIRMA and its business activities in accordance with these Bylaws, applicable federal and state statutes, and applicable governmental regulations;
- (b) To incur debts, liabilities and obligations;
- (c) To acquire, hold, encumber or dispose of real and personal property;
- (d) To sue or be sued in the name of the GIRMA, and take all measures necessary or desirable in the prosecution or defense of claims;
- (e) To establish and arrange for the administration of such group self-insurance funds as the Board deems advisable;
- (f) To pay authorized losses on behalf of GIRMA Members participating in a fund or funds ;
- (g) To employ legal counsel, accountants and such other professional services as it from time to time shall deem necessary;
- (h) To appoint an investment consultant, actuary, custodian and auditor for GIRMA on an annual basis, and to appoint investment managers as needed;
- (i) To establish an excess loss funding program as the Board deems necessary to protect the interest of the Members and GIRMA;
- (j) To contract for reinsurance with the advice of the Administrator;
- (k) To adopt rules and general policies necessary or appropriate for the efficient operation of GIRMA, which shall be followed by all committees, officers, agents and independent contractors providing services for GIRMA;
- (l) To enter into contracts for services provided directly to GIRMA by entities other than the Administrator;
- (m) To enter into contracts with Georgia Municipal Association, Inc. for serving as Administrator, and for licensing and other services, which may include providing for payment of reasonable institutional value fees;
- (n) To adopt underwriting guidelines that describe the requirements for admission and continued participation of Members;

- (o) To approve proper accounting and reporting procedures so that the Members shall be apprised of the nature of the claims arising within their jurisdiction, the manner in which these claims are being processed, and the impact of the claims upon GIRMA;
- (p) To take all necessary precautions to safeguard the assets of GIRMA, including but not limited to the following:
 - (1) Adopting an annual budget for each fiscal year of GIRMA.
 - (2) Retaining control of all monies collected or disbursed for GIRMA; all funds of any type shall remain in the custody of the Trustees or the custodian appointed by the Board.
 - (3) Having the accounts and records of the GIRMA audited annually or at any time which may be required for any governmental agency to implement any uniform accounting system, and making copies of each year's audits available during that year to each Member, and, to the extent required by law, to the Commissioner;
 - (4) Abiding by all applicable federal and state statutes and administrative regulations.
- (q) To expend GIRMA assets for the purpose of purchasing fiduciary liability and general insurance deemed appropriate by the Trustees;
- (r) To approve dividends. That portion of premium contributions not needed for payment of claims, administrative expenses and/or appropriate reserves may be returned to the Members of GIRMA from time to time, in such amounts and proportions as the Board, in its discretion, may determine is proper, in accordance with applicable law and Commissioner regulations. No surplus accumulations may be returned if such payment will impair the capital stability and/or security of GIRMA. Any participant who withdraws and/or is not in good standing at the time of such distribution may be barred from receiving any portion of the distribution or may be subject to such restrictions as the Board, in its discretion, may impose.
- (s) To establish the method for collection of any assessments of Members, which become necessary to meet any financial deficiency of GIRMA or of any fund;
- (t) To approve revisions to the Intergovernmental Agreement when appropriate or necessary and submit the revisions to the

Membership for approval at a regular or special meeting of the Membership;

- (u) To establish a group self-insurance fund or funds comprised of public monies from contributions of Members in order to pool and jointly self-insure the risks of general liability, motor vehicle liability, property damage, or any combination of such risks.
- (v) To establish a schedule of Member contributions which shall annually produce a sum of money necessary to pay the administrative expenses of GIRMA, to create adequate loss reserves for each fund and to meet any capital or surplus requirements. Each Member's contribution shall be determined in accordance with the method established by the Board; and
- (w) To perform any other function incident to their office and in keeping with applicable Georgia laws and the regulations of the Commissioner.

ARTICLE V

MEETINGS OF THE BOARD OF TRUSTEES

- Section 1. Regular Meetings. Regular meetings of the Board shall be held at least two (2) times per year.
- Section 2. Special Meetings. Special meetings of the Board may be called by the Chairperson and, in his or her absence, by the Vice Chairperson, or upon the request of one-third of the members of the Board. The person or persons authorized to call special meetings of the Board may choose any place and date for the holding of the special meeting called. By unanimous consent of the Trustees, special meetings of the Board may be held without notice at any time and place.
- Section 3. Place of Meetings. All in-person meetings shall be held in the State of Georgia. All references to the "place" of a meeting include a virtual place accessed via telecommunications or electronically, and notice of the location of such a virtual place shall include instructions for accessing the meeting.
- Section 4. Notices. Notice of any regular or special meeting of the Board of Trustees shall be given at least ten (10) days prior to such meeting by written notice sent by mail, facsimile or electronic mail to each Trustee at the Trustee's address as shown by the records of the Board. The notice shall state the time, date, and place of the

meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States Mail in a sealed envelope properly addressed, with postage thereon prepaid. Notice given by electronic means, either facsimile or electronic mail, shall be deemed to be delivered when sent. Any Trustee may waive notice of any meeting. The attendance of any Trustee at any meeting shall constitute a waiver of notice of such meeting, except when a Trustee attends a meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called or convened. The notice of a special meeting shall state the purpose of the meeting. Business to be transacted at a regular meeting need not be specified in the notice or waiver of notice of such meeting, unless specifically required by statute or these Bylaws.

- Section 5. Quorum. A majority of Trustees then in office and present shall constitute a quorum for the transaction of business at any meeting of the Board; but if less than a majority of the Trustees are present at said meeting, a majority of the Trustees present may adjourn the meeting from time to time without further notice. Trustees may participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all Trustees participating may simultaneously hear each other during the meeting. All references to the "place" of a meeting include a virtual place accessed via telecommunications or electronically, and notice of the location of such a virtual place shall include instructions for accessing the meeting. Trustees may vote by proxy for the designating Trustee. Presence by proxy shall be counted for purposes of attendance, quorum and voting.
- Section 6. Manner of Acting. The act of a majority of Trustees present in person, electronically, via telecommunications or by proxy at a meeting at which a quorum is present shall be the act of the Board of Trustees, unless the act of a greater number is required by statute, regulation, or the Bylaws.
- Section 7. Proxies. At any meeting of the Board of Trustees at which a quorum is present, a Trustee entitled to vote may vote by proxy executed in writing (which writing may be electronic) by the Trustee or by his or her duly appointed attorney in fact. Presence by proxy shall be counted for purposes of attendance, quorum and voting.

ARTICLE VI

OFFICERS

- Section 1. Officers. The officers of the Board of Trustees shall consist of a Chairperson, Vice Chairperson and Secretary-Treasurer.
- Section 2. Election and Term of Office. At each regular meeting of the Board immediately following July 1, the Board of Trustees shall elect a Chairperson and Vice Chairperson. The Chairperson and Vice Chairperson of the Board may be the elected or appointed officials of a GIRMA Member elected to serve as the Chairperson and Vice Chairperson of the Board of Trustees of the Georgia Municipal Employees Benefit System. A new officer must submit a completed application to the Commissioner. If the Commissioner objects to the appointment, the appointment will be invalidated on a prospective basis and a replacement officer may be elected by a majority of the Trustees of the Board of GIRMA. The replacement officer also must submit a completed application to the Commissioner. An election of the Chairperson or Vice Chairperson shall require the affirmative vote of a majority of the members of the Board. A Trustee may not serve more than two (2) consecutive one-year terms as Chairperson or more than two (2) consecutive one-year terms as Vice Chairperson. The Secretary-Treasurer shall be the Executive Director of the Georgia Municipal Association.
- Section 3. Removal and Resignation. The Chairperson or Vice Chairperson, or both, may be removed by the Board of Trustees whenever in its judgment the best interests of the Board would be served thereby. Resignation of the Chairperson or Vice Chairperson shall be accomplished in writing and shall become effective upon its acceptance by the Chairperson or acting Chairperson at the next regular meeting of the Board.
- Section 4. Vacancies. A vacancy in the office of Chairperson or Vice Chairperson because of death, resignation, removal, disqualification, or otherwise, may be filled for the unexpired portion of the term of office by majority vote of the remaining members the Board of Trustees.
- Section 5. Chairperson. The Chairperson shall be the principal executive officer of the Board and shall in general supervise and control all of the business and affairs of the Board. The Chairperson shall: preside at all meetings of the Membership and the Board of Trustees; call the annual meeting of the GIRMA Membership; call regular and special meetings of the Board of Trustees; appoint an

executive committee and special committees of the Board; serve as an ex-officio member of special committees; and serve as chairperson of the executive committee; and perform such other duties as may be prescribed from time to time by the Board of Trustees or as are consistent with the duties of the office of Chairperson.

Section 6.

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

Section 7.

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

- (a) Notifying Members of the time, date and place of annual Membership meetings and soliciting proxies for those unable to attend such meetings, and seeing that all other meeting notices required by these Bylaws or applicable law are duly provided;;
- (b) Notifying Trustees of Board meetings and soliciting proxies for those unable to attend meetings, and seeing that all other meeting notices required by these Bylaws or applicable law are duly provided;
- (c) Keeping a register of the post office address, electronic mail address and/or facsimile number of each member of the Board of Trustees which shall be furnished to the Secretary-Treasurer by such Trustee.
- (d) Performing all the duties consistent with the office of Secretary-Treasurer and such other duties as from time to time may be assigned to him or her by the Chairperson or the Board of Trustees.
- (e) Executing contracts with service providers performing services directly to the Fund (except for contracts with Georgia Municipal Association, Inc.) after such service providers have been approved by the Board;

- (f) Signing all checks, drafts, or orders for the payment of money, notes or other evidences of indebtedness issued in the name of GIRMA, except as otherwise stated by resolution of the Board of Trustees.

ARTICLE VII

BOARD COMMITTEES

- Section 1. Executive Committee. The executive committee shall be comprised of five Trustees, which shall include the Chairperson, Vice-Chairperson, immediate past chairperson and two Trustees appointed by the Chairperson. The Chairperson shall act as the chairperson of the Executive Committee. The Executive Committee shall recommend policies, program operating budgets and act on behalf of the Board in between Board meetings. The Executive Committee shall also nominate qualified individuals for election to the GIRMA Board of Trustees.
- Section 2. Special Committee. The authority of a special committee is limited to the charge given the committee by the Chairperson when establishing such committee; however, the designation of such committee and the delegation of authority thereto shall not operate to relieve the Board of Trustees, or any individual Trustee, of any responsibility imposed upon it or upon the Trustee by law. Each special committee appointed shall be deemed to have concluded its work upon reporting back to the Board.
- Section 3. Governance. The Notice, Quorum, Manner of Acting, and Proxies sections under Article V "Meetings of the Board of Trustees" shall apply to meetings of Board Committees, except that all references to Trustees in those sections shall be replaced with "Committee Members" and all references to the Board of Trustees shall be replaced with "Board Committee."

ARTICLE VIII

FISCAL YEAR

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

ARTICLE IX

MEETINGS OF THE MEMBERSHIP

- Section 1. Annual Meetings. An annual, in-person meeting of the Members shall be held at a time, date and place designated by the Board of Trustees, for the purpose of electing Members to the Board of Trustees, delivering of a statement of the general financial condition of GIRMA and for the transaction of such other business as may come before the meeting. If the election of Trustees shall not be held as designated herein at the annual meeting, or at any adjournment thereof, the Board of Trustees shall cause the election to be held at a special meeting of the members as soon thereafter as is reasonably convenient or by written ballot within a reasonable time thereafter. An oral report on the general financial condition of GIRMA shall be given to Members at each annual meeting. At the same meeting, a written copy of this report shall be made available to Members by the Board chairperson or his or her designee.
- Section 2. Special Meetings. Special, in-person meetings of the Members may be called by the chairperson of the Board of Trustees or by not less than one-fourth (1/4) of the Membership.
- Section 3. Place of Meeting. The Board of Trustees may designate any place within the State of Georgia as the place of meeting for any meeting called by the Board of Trustees.
- Section 4. Notice. Written notice stating the place, date and hour of any meeting of the Membership shall be delivered by mail, electronic mail or facsimile, to each Member entitled to vote at such meeting, not less than ten (10) and no more than ninety (90) days before the date of such meeting, by or at the direction of the Chairperson, or the Secretary-Treasurer, or the officers or persons calling the meeting. In the case of a special meeting or when required by statute or by these Bylaws, the purpose or purposes for which the meeting is called shall be stated in the notice. If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Member at its address as it appears on the records of GIRMA, with postage thereon prepaid. If notice is given electronically, either by electronic mail or facsimile, such notice shall be deemed to be delivered when sent to the electronic address for the Member as shown by the records of the Board.
- Section 5. Voting. Each Member shall be entitled to one (1) vote on each matter that the Board of Trustees submits to a vote of the

Members. The vote of each Member shall be cast by its designated representative. There is no quorum requirement. Rather, a majority vote of those Members voting in person or by proxy at a meeting shall be required for action on any matter submitted to the Membership. However, except in the case of the election of Trustees, no formal action will be taken based upon any Membership vote without the consent of the Board of Trustees. The Board of Trustees may in its discretion conduct a Membership vote by mail ballot. In such case the mail ballot shall be deemed to be delivered when it is mailed or sent via facsimile or electronic mail in the manner required for provision of meeting notices under Section 4 above. The Board of Trustees shall afford a reasonable period of time for return of mail ballots by Members. There is no quorum requirement. Rather, a majority vote of those Members voting shall be required for action on any matter submitted to the Membership by mail ballot.

Section 6. Proxies. At any meeting of the Members, a Member entitled to vote may vote by proxy executed in writing (which writing may be electronic) by the Member or by its duly authorized representative.

ARTICLE X

INVOLUNTARY TERMINATION OF A MEMBERSHIP

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

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

- (f) Failure to comply with the law, rules and regulations of the Georgia Insurance Commissioner, or the Intergovernmental Contract establishing GIRMA or these Bylaws.

Section 2.

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

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

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

Section 3.

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

Section 4.

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

ARTICLE XI

TERMINATION OF GIRMA OR GIRMA FUNDS

Section 1.

GIRMA shall cease its activities upon affirmative vote of not less than two thirds (2/3) of the Board requiring such cessation, with advance approval of the Commissioner if required by law.. The Board may also terminate the existence of any fund or funds it has established by a majority vote of the Board, with advance approval of the Commissioner if required by law. To the extent of money remaining in a terminated fund, however, GIRMA shall continue to pay Members' claims and losses incurred prior to the date of a Fund's termination until the money in the terminated fund is exhausted. In the event that revenues remain in a terminated fund

after payment of all claims, losses and other expenses, the Board may determine the method for calculating refunds to those Members who were Members at the time the fund ceased its activities. The Board shall determine the method that shall be used for the sale and distribution of proceeds in the event that there should be any property, real or personal, belonging to GIRMA at its termination. In the event of GIRMA's termination, the Board shall continue to meet for such period of time and with such frequency as may be necessary to wind down the affairs of GIRMA. The Board shall be authorized to sell, transfer or otherwise assign the processing and payment of claims to a third party in the event of termination of GIRMA or in the event of termination of a fund.

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

ARTICLE XII

WAIVER OF NOTICE

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

ARTICLE XIII

AMENDMENTS

- Section 1. The Board of Trustees shall have power to make, amend and to repeal the Bylaws by an affirmative two-thirds majority vote of the Board of Trustees at any regular or special meeting of the Board.
- Section 2. Any amendment to the Intergovernmental Contract must be approved by a majority of the Members voting at a meeting of the Membership.

ARTICLE XIV

PARLIAMENTARY AUTHORITY

- Section 1. To govern processes and relationships within the organization in

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



CITY OF FAIRBURN

CITY COUNCIL AGENDA ITEM

SUBJECT: TOF FOR STORMWATER STUDY IN ST. JOHN'S CROSSING

() AGREEMENT () POLICY / DISCUSSION () CONTRACT
() ORDINANCE () RESOLUTION (X) OTHER

Submitted: 10/25/17

Work Session: 11/13/17

Council Meeting: 11/13/17

DEPARTMENT: Storm Water

BUDGET IMPACT: \$10,900 from account # 506-0000-52-1300

PUBLIC HEARING? () Yes (X) No

PURPOSE: For Mayor and Council to approve a Task Order with Integrated Science and Engineering in the amount of \$10,900 to conduct a study and make recommendations related to stormwater flooding in the St. John's Crossing subdivision

HISTORY: The back yard of 1780 Crosswinds Walk has experienced flooding, at times up to the base of the foundation during major rain events.

FACTS AND ISSUES: The stream running through the subdivision was designated for inline detention of stormwater. The study will determine whether the stream is performing as intended, and recommend possible solutions to mitigate the situation.

RECOMMENDED ACTION: For City Council to authorize the Mayor to approve the Task Order for a Stormwater study of the creek in the St. John's Crossing subdivision for \$10,900.

Stephen Hood, Interim City Administrator

Mario B. Avery, Mayor

CITY OF FAIRBURN AGENDA ITEM FACTS SHEET

To: City Administrator, Mayor and Council

From: Tom Ridgway

Date: October 25, 2017

Re: Task Order for Stormwater Study in St' John's Crossing Subdivision

Who: Integrated Science and Engineering (ISE) is to conduct a study of the creek in St. John's Crossing, which has caused flooding at 1780 Crosswinds Walk from time to time.

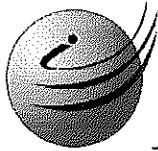
What: During major rain events, the creek as flooded, at times up to the base of the foundation.

Why: When the subdivision was originally developed, the stream was designated as providing in line detention for stormwater. The study will determine whether the stream is performing as intended, if the home was constructed within the limits of the detention area, and recommend possible solutions to mitigate the situation.

When: The study will commence immediately and proceed according to the timeline detailed in the TOF.

Where: St. John's Crossing subdivision

How: Project will consist of on-site surveying, hydrologic modeling, review of previous studies and recommended solutions based on best management practices.



To: Tom Ridgway
Company: City of Fairburn
Address: P.O. Box 145
Fairburn, Georgia

Date: October 25, 2017
From: Jarred Jackson
Copy to: File

Project: 1780 Crosswinds Walk Flood Evaluation

TOF #: 129

BACKGROUND

The City of Fairburn (City) installed stormwater improvements near West Campbellton Street to mitigate drainage issues that included nuisance flooding at 2005 Winding Brook Way (near the intersection of Winding Brook Way and Winding Crossing Trail.) This residence backed up to a large area designed to provide some in-line detention during major storm events. The installation of these improvements, as modeled, would have lowered the 100-year flood elevation in the area. However, nuisance flooding is still occurring for some of the residences which back up to the in-line storm detention area.

This scope of services includes a detailed review of the issues affecting the residence at 1780 Crosswinds Walk, hydrologically, to determine if additional improvements are warranted.

SCOPE OF SERVICES

Task 1 – Survey

Field survey will be completed of the outlet control structure, the home's finished floor elevation, and topography of the back yard to the stream bank. The City will assist in gaining access to this property for the purposes of this survey.

Task 2 – Delineation of Modeled 100-year Event

ISE previously completed a hydraulic analysis of this area, inclusive of the improvements installed in 2013. A generalized map will be created showing the 100-year rain event elevation throughout the subdivision, using existing topographic information. (Survey of the entire subdivision is not included in this task order.)

The analysis associated with this task order will be compare the results of the previous analysis with the survey data for the residence at 1780 Crosswinds Walk to show the location of the 100-year flood event using the specific survey data obtained in Task 1. This analysis will be used to determine if the residence is built within the in-line detention area (i.e. supposed to retain water at this elevation during these rain events.)

Task 3 – Alternatives Analysis

Based on the delineation of Task 2, and assuming the residence at 1780 Crosswinds Walk could experience flooding during the 100-year event, coupled with the hydraulic analysis previously completed, ISE will identify up to four possible alternatives for mitigating said flooding. The conceptual level alternatives will include a basic map and cost estimate. The data will be incorporated into a technical memorandum for the City's

Task Order Form

consideration and comment. This task includes one meeting with the City to review the technical memorandum.

SCHEDULE

ISE will begin work immediately after receiving authorization from the City of Fairburn. Task 1 will be completed 4 weeks from Notice to Proceed. Task 2 and 3 will be completed by 4 weeks after receipt of survey.

FEE ESTIMATE

Task	Fee
Task 1 – Survey	\$2,500 (Lump Sum)
Task 2 – Delineation of Modeled 100-year Event	\$1,500 (Lump Sum)
Task 3 – Alternatives Analysis	\$6,900 (Lump Sum)
Total	\$10,900

AUTHORIZATION

The Scope of Services outlined herein will be performed in accordance with ISE's Master Services Agreement with City of Fairburn dated August 14, 2017. As our authorization, please sign in the space provided below.

City of Fairburn

Integrated Science & Engineering, Inc.

Signature: _____

Signature: _____

Name: _____

Name: JARRED JACKSON

Title: _____

Title: PROJECT ENGINEER

Date: _____

Date: OCTOBER 25, 2017



CITY OF FAIRBURN

CITY COUNCIL AGENDA ITEM

SUBJECT: ELECTION FOR OFF-SYSTEM ENERGY SALES MARGINS FOR POWER SUPPLY YEAR 2018

() AGREEMENT () POLICY / DISCUSSION () CONTRACT
() ORDINANCE () RESOLUTION (X) OTHER

Submitted: 10/31/17

Work Session: 11/13/17

Council Meeting: 11/13/17

DEPARTMENT: Electric

BUDGET IMPACT: None

PUBLIC HEARING? () Yes (X) No

PURPOSE: For Mayor and Council to approve the designated election of the City's share of off-system energy sales margins as follows for calendar year 2016: 40% to the City's Flexible Operating Account, Intermediate Extended Maturity Portfolio and ; 60% to the City's New Generation and Capacity Funding Account, Intermediate Extended Maturity Portfolio.

HISTORY: As MEAG Power has excess generating capacity not needed by the participants, the energy is sold into the market and Fairburn receives a proportionate share of the revenue.

FACTS AND ISSUES: By directing the revenues as recommended, the City will increase the funds available in the Flexible Operating Account, which can be used at the City's discretion for system improvements, and the Generation Trust Account to defray the cost of the Plant Vogtle expansion as those costs come online.

RECOMMENDED ACTION: For City Council to authorize the Mayor to approve the Election for Off-System Sales Margins for Power Supply Year 2018.

Stephen Hood, Interim City Administrator

Mario B. Avery, Mayor

City of Fairburn

ELECTION FOR OFF-SYSTEM ENERGY SALES MARGINS FOR THE POWER SUPPLY YEAR 2018

Please choose between option 1 OR 2 below regarding the distribution of your off-system energy sales margins.

- ☒ 1. Please deposit my entitled portion of the off-system energy sales margins into the Municipal Competitive Trust as follows:

Flexible Operating Account, Short Term Portfolio	% of funds	_____
Flexible Operating Account, Intermediate Term Portfolio	% of funds	_____
*Flexible Operating Account, Intermediate Extended Maturity Portfolio	% of funds	<u>40%</u>
New Generation and Capacity Funding Account, Short Term Portfolio	% of funds	_____
New Generation and Capacity Funding Account, Intermediate Term Portfolio	% of funds	_____
*New Generation and Capacity Funding Account, Intermediate Extended Maturity Portfolio	% of funds	<u>60%</u>
Total percent of funds		100%

OR

- ☐ 2. Please credit my monthly MEAG Power bill with my entitled portion of each month's off-system energy sales margins.
- ☐ If you would like the choice you made above to be permanent, until you notify us in writing otherwise, please check this box. This permanent selection will apply only to your energy sales margin election.

* By authorizing the transfer into the new Intermediate Extended Maturity Portfolio, the undersigned acknowledges the following potential liquidity restrictions:

Under normal circumstances there will be no restrictions on investment purchases into or sales of shares from the Intermediate Extended Maturity Portfolio. On the occurrence of an event that has a material impact on liquidity or operations of the Intermediate Extended Maturity Portfolio, as determined by MEAG Power in its role as the Investment Advisor for the Municipal Competitive Trust, MEAG Staff may limit purchases into or sales from the Intermediate Extended Portfolio for a period not to exceed 120 days. Restrictions on investments or sales beyond 120 days would require authorization from the MEAG Board. Such restrictions shall be immediately disclosed to all beneficiaries investing in the Intermediate Extended Maturity Portfolio of the Municipal Competitive Trust as well as the Trustee of the Municipal Competitive Trust (US Bank or its successor).

City of Fairburn

**ELECTION FOR OFF-SYSTEM ENERGY SALES MARGINS FOR
THE POWER SUPPLY YEAR 2018**

By: _____
Mario Avery, Mayor Date

By: _____
Tom Ridgway, Utilities Director Date

Please return this election form by December 15, 2017 to:

MEAG Power
c/o Cindy Carter
1470 Riveredge Parkway NW
Atlanta, GA 30328
ccarter@mcagpower.org
Phone: 770-563-0526



CITY OF FAIRBURN
CITY COUNCIL AGENDA ITEM

SUBJECT: ELECTION FOR PARTICIPANT DIRECTED VOLUNTARY DEPOSITS INTO THE MUNICIPAL COMPETITIVE TRUST

() AGREEMENT () POLICY / DISCUSSION () CONTRACT
() ORDINANCE () RESOLUTION (X) OTHER

Date Submitted: 10/31/17 Date Work Shop: 11/13/17 Date Council Meeting: 11/13/17

DEPARTMENT: ELECTRIC

BUDGET IMPACT: This action will increase the amount in the City's New Generation and Capacity Funding Account, Intermediate Extended Maturity Portfolio by \$126,377.

PUBLIC HEARING: () YES (X) NO

PURPOSE: For Mayor and Council to approve adding \$10,531 per month to the MEAG Power bill and having that amount deposited into the City's New Generation and Capacity Funding Account, Intermediate Extended Maturity Portfolio for calendar year 2017.

HISTORY: MEAG Power is eliminating the Reserve Funded Debt Account in the Municipal Competitive Trust. This year's refund is \$126,377.

FACTS AND ISSUES: By placing the Trust refund in the New Generation and Capacity Funding Account, the City will build reserve funds that can be used to offset the initial costs of the Plant Vogtle expansion starting in 2019.

RECOMMENDED ACTION: For City Council to authorize the Mayor to approve the election for participant directed deposits into the Municipal Competitive Trust.

Stephen Hood, Interim City Administrator

Mario Avery, Mayor

City of Fairburn
ELECTION FOR PARTICIPANT DIRECTED
VOLUNTARY DEPOSITS INTO THE MUNICIPAL
COMPETITIVE TRUST
FOR THE YEAR 2018

Please add \$ 10,531 per month to my MEAG Power 2018 Power Supply billings and deposit such amount to the following accounts beginning the month of JANUARY, 2018.

Flexible Operating Account, Short Term Portfolio	\$ _____
Flexible Operating Account, Intermediate Term Portfolio	\$ _____
*Flexible Operating Account, Intermediate Extended Maturity Portfolio	\$ _____
New Generation and Capacity Funding Account, Short Term Portfolio	\$ _____
New Generation and Capacity Funding Account, Intermediate Term Portfolio	\$ _____
*New Generation and Capacity Funding Account, Intermediate Extended Maturity Portfolio	\$ <u>10,531</u>

*** By authorizing deposits into the new Intermediate Extended Maturity Portfolio, the undersigned acknowledges the following potential liquidity restrictions:**

Under normal circumstances there will be no restrictions on investment purchases into or sales of shares from the Intermediate Extended Maturity Portfolio. On the occurrence of an event that has a material impact on liquidity or operations of the Intermediate Extended Maturity Portfolio, as determined by MEAG Power in its role as the Investment Advisor for the Municipal Competitive Trust, MEAG Staff may limit purchases into or sales from the Intermediate Extended Portfolio for a period not to exceed 120 days. Restrictions on investments or sales beyond 120 days would require authorization from the MEAG Board. Such restrictions shall be immediately disclosed to all beneficiaries investing in the Intermediate Extended Maturity Portfolio of the Municipal Competitive Trust as well as the Trustee of the Municipal Competitive Trust (US Bank or its successor).

FOR THE YEAR 2018

MEAG Power
c/o Cindy Carter
1470 Riveredge Parkway NW
Atlanta, GA 30328
ccarter@meagpower.org
Phone: 770-563-0526



CITY OF FAIRBURN AGENDA ITEM

**SUBJECT: REQUEST FOR APPROVAL OF A LANDSCAPING DESIGN AND
INSTALLATION AGREEMENT FOR FAIRBURN POLICE DEPARTMENT**

() AGREEMENT () POLICY / DISCUSSION () CONTRACT
() ORDINANCE () RESOLUTION (X) OTHER

Date Submitted:

11-07- 2017

Date Work Shop:

11-13-2017

Date Council Meeting:

11-13-2017

DEPARTMENT: PROPERTY MANAGEMENT

BUDGET IMPACT: Not to exceed \$28,000.00, funding taken from our "Tree Bank" line item 100-0000-38-9030

PURPOSE: For Mayor and Council to approve the landscape design (attached), for our Police Department. If approved, this improvements will not only enhance the visual effect seen from the roadway of Roosevelt, but would also compliment the recent planting of our Youth Center and Fire Dept. as well.

HISTORY: The exterior of this building has gone lacking of any type of improvements. The past have been focusing on the parking, and lighting, which helped, but never gave it anything particular to standout. This plan gives us an opportunity to bring this department in line with our Youth Center, Fire Station and City Hall facilities as it relates to landscaping.

RECOMMENDED ACTION: Staff recommends Council to approve the design, materials and the installation of the materials from Pikes Nurseries which includes the installing a dripline irrigation system and a lifetime replacement warranty for the plants. The not to exceed price of \$28,000.00 is confirm until November 20, 2017. Please refer to attachments from Pike Nurseries.

Stephen Hood, Interim City Administrator

Mario Avery, Mayor



City of Fairburn
56 Malone Street
Fairburn, GA 30213

CITY OF FAIRBURN AGENDA ITEM FACT SHEET

To: City Administrator, Mayor, and Council

From: Harvey Stokes, Director of Building and Property Management

Date: November 7, 2017

Re: Facts Sheet for Landscaping Design and Installation for Fairburn Police Department

Who:

Property Management is seeking approval of the design and installation of landscaping materials along Roosevelt Highway (southbound), and in front of the Police Dept.

What:

For Mayor and Council to approve the design and installation of the attached landscape plan to bring this facility into compliance with our other facilities, and at the same time enhance the area.

Why:

As the public tour this city one of the areas that are forced to notice is our Police Department, whether you're there on business or just riding through the city, it's a place that have gone lacking in the past. Now we have an opportunity to bring this facility in line with our facilities, Fire, Youth and City Hall, which by the way have had nothing but a positive feedback from the public thus far.

When:

If approved work would commence sometime in December of this year.

Where:

The planting would take place at the front of the building and along Roosevelt Hwy, which would pick up where the Fire Department left off, and continue southward.



Client Name: Fairburn Police station - Harvey stokes

Address:

Primary Phone #:

Date: 10/20/2017

Qty	Description	Size	SKU/UPC	Rtl Price	Total
	Front garden:				
	Till and prep planting areas				
	install:				
17	Encore azalea	3 gal		\$26.99	\$458.83
160	Stella De oro Daylily	1 gal		\$8.99	\$1,438.40
120	Dwf Gold mop cypress	3 gal		\$26.99	\$3,238.80
60	Wintergem boxwood	3 gal		\$29.99	\$1,799.40
26	Knockout roses	3 gal		\$26.99	\$701.74
1	Contorted Blue atlas Cedar	30 gal		\$489.99	\$489.99
70	Procumbens nana juniper	1 gal		\$8.99	\$629.30
36	Encore azalea	3 gal		\$26.99	\$971.64
15	Crimson fire loropetalum	3 gal		\$26.99	\$404.85
8	Camellia Sasanqua	7 gal		\$89.99	\$719.92
2	Red dragon maple	30 gal - matched		\$499.99	\$999.98
3	Boulders	36"		\$149.99	\$449.97
24	Horsetail rush	1 gal		\$26.99	\$647.76
460	Dark brown mulch			\$3.99	\$1,835.40
1	drip line to plants (note some areas may not be accessible to drip line)			\$489.99	\$489.99
200	topsoil			\$3.99	\$798.00
					\$0.00
					\$0.00

This proposal is good for 30 days. All trees and shrubs are covered by Pikes "Lifetime" warranty. No perennials groundcovers, sod, or annuals are covered by warranty. This proposal covers only the scope and materials listed above. Any additional work or materials will be charged as a change order. No Irrigation, electrical work or drainage is part of this proposal unless listed above.



Total Retail Cost	\$16,073.97
Tax	\$0.00
Installation Cost	\$14,868.00
Freight and Dump fees	\$618.84
Design Fee credit	\$180.00
Total Project Cost	\$31,380.81

If signed by 11/20/17 take 10% off \$28,000.00

I understand the scope, cost, and warranty for this installation and by my signature I agree to this proposal

name

date















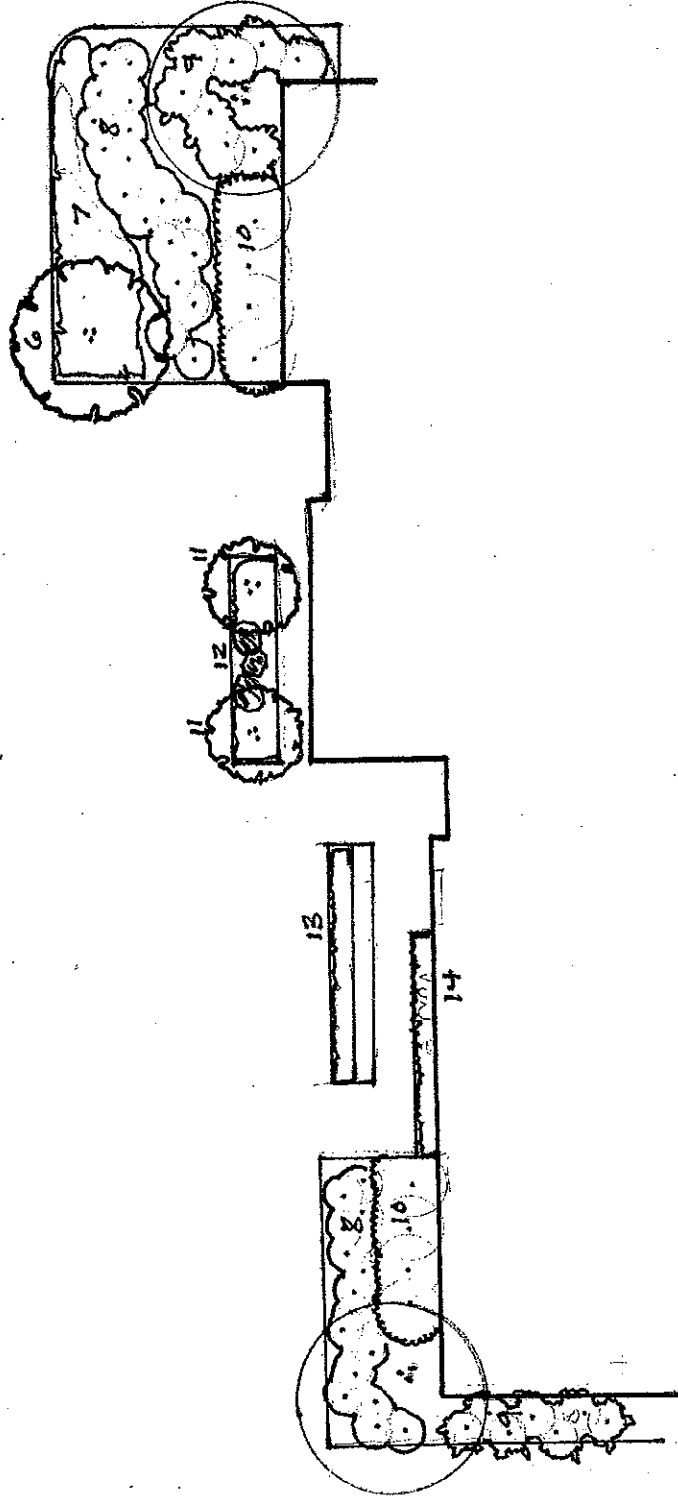
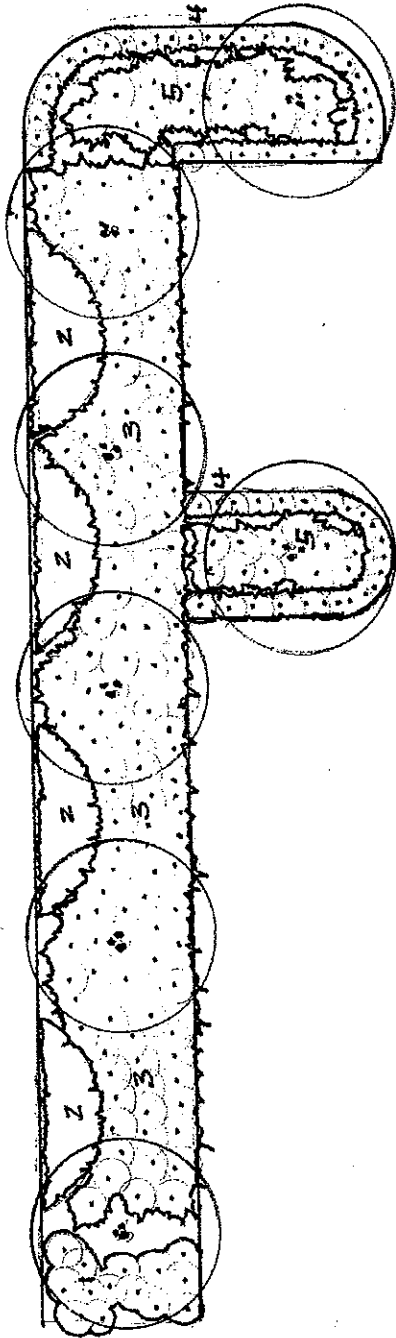
© Barbara W. Ellis











Fairburn Police Station

- 1 Encore azalea
- 2 Stella de oro daylily
- 3 Dwarf gold mop cypress
- 4 Wintergem boxwood
- 5 Knockout rose
- 6 Contorted Blue atlas Cedar
- 7 Procumbens Nana Juniper
- 8 Encore azalea
- 9 Crimson fire Loropetalum
- 10 Camellia Sasanqua
- 11 Red dragon maple
- 12 Boulders / Procumbens nana Juniper
- 13 Horse tail rush
- 14 Existing juniper



1" = approx: 10' Printed at 11x17
8/7/2017



CITY OF FAIRBURN

CITY COUNCIL AGENDA ITEM

SUBJECT: ACCEPTANCE OF DEED OF GIFT

() AGREEMENT () POLICY / DISCUSSION () CONTRACT
() ORDINANCE () RESOLUTION (X) OTHER

Submitted: 11/7/2017 Work Session: 11/13/2017 Council Meeting: 11/13/2017

DEPARTMENT: Community Development

BUDGET IMPACT: N/A

PUBLIC HEARING? () Yes (X) No

PURPOSE: For Mayor and Council to accept a deed of gift of land of 11.55 acres from OCP Partners. The property is in close proximity to Hwy 74 and next to the previously donated Park and Ride parcel. The donated parcel will have frontage along the proposed roadway from Harris to Milam Road. The proposed roadway is currently partially constructed, and at completion will be an alternate for local traffic and provide inter-parcel access to the businesses along SR 74.

HISTORY: In December of 2015, OCP partners donated approximately 20 acres of property to the City of Fairburn. This previously donated property is adjacent to the current site offered for donation. The previously donated property is also the site of the Fairburn Park and Ride facility, which will be constructed in 2018.

FACTS AND ISSUES: The tracts of land contained in the proposed donation are adjacent to the proposed Fairburn Park and Ride lot. This parcel promises to be developable, with the low presence of wetlands, streams, and utility easements. This presents the City with many options for municipal land use.

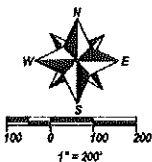
RECOMMENDED ACTIONS: Staff recommends that the City Council accept this deed of gift of property from OCP Fairburn, LLC

Stephen Hood, Interim City Administrator

Mario B. Avery, Mayor

LEGAL DESCRIPTION (TRACT 4A)

Commencing at Northwest corner of LAND LOT 13, 9th LAND DISTRICT, Fulton County, Georgia; thence South 89 Deg 18 Min 50 Sec East, a distance of 542.60 feet, thence South 00 Deg 26 Min 59 Sec West, a distance of 278.33 feet, thence South 69 Deg 07 Min 12 Sec West, a distance of 740.49 feet; thence South 16 Deg 38 Min 28 Sec East, a distance of 144.12 feet; thence a curve to the right having the radius of 440.00 feet, an arc length of 46.32 feet, a chord distance of 46.30 feet and bearing South 13 Deg 37 Min 31 Sec East; thence South 10 Deg 36 Min 34 Sec East, a distance of 248.30 feet to the POINT OF BEGINNING, from said POINT OF BEGINNING North 69 Deg 07 Min 12 Sec East, a distance of 202.59 feet; thence South 20 Deg 52 Min 47 Sec East, a distance of 266.20 feet; thence North 69 Deg 07 Min 12 Sec East, a distance of 671.35 feet; thence South 10 Deg 05 Min 37 Sec West, a distance of 427.60 feet; thence South 09 Deg 42 Min 06 Sec West, a distance of 416.74 feet; thence South 89 Deg 42 Min 37 Sec West, a distance of 506.54 feet; thence North 02 Deg 21 Min 08 Sec East, a distance of 349.71 feet; thence North 87 Deg 38 Min 52 Sec West, a distance of 251.51 feet; thence North 03 Deg 28 Min 05 Sec East, a distance of 162.92 feet; thence a curve to the left having the radius of 460.00, an arc length of 113.02 feet, a chord distance of 112.74 feet and bearing North 03 Deg 34 Min 15 Sec West; thence North 10 Deg 36 Min 34 Sec West, a distance of 139.07 feet to the POINT OF BEGINNING; said described tract containing 11.544 ACRES, more or less.



BEARING BASIS:
GEORGIA STATE PLANE COORDINATES SYSTEM,
1983 NORTH AMERICAN DATUM, GEORGIA, WEST ZONE

LOT LINES, BEARING BASIS AND LAND LOT 718
TAKEN FROM PLAT BOOK 321, PG 55

LOT DATA			
LOT	ACRES	SQUARE FEET	ADDRESS
TRACT 4A -	11.844 AC	802,836 SQ FT	8040 SENOKIA ROAD
TRACT 4B -	33.929 AC	1,565,047 SQ FT	8040 SENOKIA ROAD

ORIGINAL TRACTS (OLAT BOOK 383, PG 54)

TRACT 4 - 47.472 ACRES

FLOOD ZONE CALCULATIONS

TRACT 4A - 0 ACRES IN FLOOD ZONE; 11.844 ACRES OUT
TRACT 4B - 0 ACRES IN FLOOD ZONE; 33.929 ACRES OUT

ZONING

RM-8 - MULTIFAMILY RESIDENTIAL DISTRICT
- FRONT 35'
- SIDE 20'
- REAR 30'

C-2 - GENERAL COMMERCIAL DISTRICT
- FRONT 35'
- SIDE NONE
- REAR 15'

CURVE TABLE				
Id	Radius	Arc Length	Chord	Ch Bear
C1	340.00'	37.50'	37.88'	N 13°37'31" E
C2	440.00'	48.32'	48.50'	S 13°31'31" E

EASEMENT		
Id	Bearing	Distance
L1	S 78°33'21" E	70.01'
L2	S 16°38'24" E	80.05'
L3	S 78°23'38" W	80.05'
L4	N 16°38'24" W	80.05'
L5	N 75°25'32" E	80.05'

TRACTS 4A TO BE DONATED
TO THE CITY OF FAIRBURN

A PORTION OF THE PROPERTY IS LOCATED
WITHIN A SPECIAL FLOOD HAZARD AREA,
AREA NOTED AS SHADED ZONE X, AREAS OF
0.2% ANNUAL CHANCE OF FLOOD; AREAS OF 1%
ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS
OF LESS THAN 1 FOOT OR DRAINAGE AREAS LESS
THAN 1 SQUARE MILE; AND ARE PROTECTED BY
LEVEES FROM 1% ANNUAL CHANCE FLOOD.
MAP NO 13121C042F, DATED SEPT 18, 2013

I, B. SHAWN GRAY, a registered land surveyor in the state of Georgia, hereby declare
that this plat or map is a true and accurate representation of a survey conducted
under my direction. I further declare that there is no visible evidence of
encroachment by buildings on adjoining property. That the structures now created
on said property are within the boundaries of same, except as shown, there are no
rights of way or easements visible, but in subject to any such rights of way and
easements that may be recorded or unrecorded, or that drive ways up, over, or
across this property, visible on the surface except as shown on this plan.

The survey was prepared in conformity with The Technical Standards for Property
Survey in Georgia as set forth in Chapter 180-0 of the Rules of the Georgia Board
of Registration for Professional Engineers and Land Surveyors and as set forth in
The Georgia Plat Act O.C.G.A. 19-6-67.

The type of equipment used to obtain the linear and angular measurements
used in the preparation of said map or plat is Topcon GTS-225, RECON TDS
Data Collector

GEORGIA REGISTRATION NO. 2879

DATE

City of Engineer Date

City Clerk Date

Mayor / City Administrator Date

SHEET 1 OF 1

CLIENT	DOMASUIMAT
JOB NO.	GA20190
ACAD FILE	ACP FAIRBURN
FIELD DATE	APRIL 2018
DRAWN BY	BSG
FLD. BOOK	XXXX
REVISIONS	DATE

RE PLAT
OF
TRACT 4
OCP FAIRBURN
PROPERTY LOCATED IN
LAND LOT 12, 13, 26, 27
3TH LAND DISTRICT
FULTON COUNTY, GEORGIA



HARRIS GRAY
▲ ENGINEERS
▲ SURVEYORS
▲ PLANNERS
LSP 00118
824 3rd AVENUE, WESTPOINT, GA 30084-5485

THE FIELD DATA UPON
WHICH THIS PLAT IS
BASED HAS A CLOSURE
OF ONE FOOT IN >5,000
FEET AND AN ANGULAR
ERROR OF <2" PER
ANGLE POINT, AND WAS
ADJUSTED USING THE
COMPASS RULE. THE
PLAT HAS BEEN
CALCULATED FOR
CLOSURE AND FOUND TO
BE ACCURATE WITHIN
ONE FOOT IN >10,000
FEET.

- Iron Pin Set 1/2" Rebar
- Concrete Monument Found
- Fence Line
- Center Line
- Power Line
- Δ Calculated Point
- ° Degrees
- ⊙ Power Pole
- ⊙ Power Meter
- ⊙ Air Conditioner
- ⊙ Ground Light (Power)
- ⊙ Underground
- ⊙ Flag Pole
- ⊙ Water Valve

LEGEND OF ABBREVIATIONS

⊙	Water Meter	W	West
⊙	Gas Meter	F	Field Measurement
AC	Acres	P	Platted Measurement
SEC	Section	N/F	Now or Formerly
T	Township	P.O.B.	Point of Beginning
R	Range	ROW	Right of Way
N	North		Minutes When Used in a Bearing
NE	Northeast		Seconds When Used in a Bearing
NW	Northwest		Feet When Used in Distance
S	South		Inches When Used in Distance
SE	Southeast		More or Less (or Plus or minus)
SW	Southwest		Line Not To Scale



NOT A VALID DOCUMENT WITHOUT
SURVEYOR'S ORIGINAL SIGNATURE

IT IS HEREBY CERTIFIED THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED
FROM AN ACTUAL SURVEY OF THE PROPERTY MADE BY ME OR UNDER MY SUPERVISION;
THAT ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST OR ARE MARKED AS "FUTURE"
AND THEIR LOCATION, SIZE, TYPE, AND MATERIAL ARE CORRECTLY SHOWN; THIS PLAT
CONFORMS TO ALL REQUIREMENTS OF THE GEORGIA PLAT ACT, BY:

Registered Georgia Land Surveyor

Name (Printed) Date

No.

(Seal)

After recording please return to:

Neal & Wright LLC
P.O. Box 5207
Atlanta, Georgia 31107
Attn: Daniel S. Wright, Esq.

Cross reference to:

Plat Book _____, Page _____
Plat Book 386, Page 54

COUNTY OF FULTON

STATE OF GEORGIA

**DEED OF GIFT
(Voluntary Deed)**

THIS INDENTURE, is made this 15th day of December, 2017, by **OCP FAIRBURN, LLC**, a Georgia limited liability company (hereinafter called "Grantor"), having an address of c/o HKS3 Holdings, LLC, 901 3rd Avenue, West Point, Georgia 31833, and the **CITY OF FAIRBURN, GEORGIA**, a Georgia municipality, having an address of 56 Malone Street, Fairburn, Georgia 30213 (hereinafter called "Grantee").

WHEREAS, Grantor desires to make a gift of the Property (described below) for the public welfare and, accordingly, desires to grant the Property to Grantee.

NOW, THEREFORE,

W I T N E S S E T H, T H A T:

GRANTOR does hereby grant and convey and by these presents does forever remise unto the said Grantee, its successors and assigns, all of Grantor's right, title, and interest in and to that certain parcel of unimproved real property located in Land Lots 12 and 13 of the 9th District of the County of Fulton, State of Georgia, consisting of approximately 11.544 acres, as more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Property").

TO HAVE AND TO HOLD the above-described Property, together with all and singular, the rights, privileges, easements, tenements and appurtenances thereunto belonging, or in anywise appertaining, unto the Grantee, its heirs, successors and assigns, so that neither Grantor nor any other person or entity claiming under Grantor shall at any time claim or demand any right, title or interest to the said Property or its appurtenances.

AND THE SAID GRANTOR does hereby warrant and represent that Grantor has full right, power, and authority to grant, convey, and deliver the right and title to the above-described Property unto the said Grantee, its successors and assigns.

THIS CONVEYANCE and the warranties herein contained are expressly made subject to those liens, encumbrances, restrictions and other matters set forth on Exhibit B attached hereto and incorporated herein by this reference.

IN WITNESS WHEREOF, Grantor has duly signed and sealed this Deed of Gift on the day and year first above written.

Signed, sealed and delivered
in the presence of:

Witness

Notary Public

My Commission Expires:

(NOTARIAL SEAL)

GRANTOR:

OCP FAIRBURN, LLC,
a Georgia limited liability company

By: HKS3 Holdings, LLC,
a Georgia limited liability company,
Its Manager

By: _____
Douglas A. Shumate, Manager

Exhibit A

Legal Description

All of that certain tract or parcel of land lying and being in Land Lots 12 and 13 of the 9th District of the County of Fulton, State of Georgia, being identified as "Tract 4A" ("Tract 4A") with reference to that certain plat of survey entitled "Re Plat of Tract 4 OCP Fairburn" dated _____, 2017, certified by B. Shawn Gray, GRLS #2879, recorded on December _____, 2017, at Plat Book _____, Page _____, in the real estate records of Fulton County, Georgia (the "Plat"), which is incorporated herein by reference, and a portion of which is shown in an extract (the "Plat Extract") attached hereto as Exhibit A-1 (the "Plat Extract"), also incorporated by reference herein.

Subject, however, to the following easements expressly reserved for the benefit of that certain tract or parcel of land lying and being in Land Lots 12, 13, 26, and 27 of the 9th District of the County of Fulton, State of Georgia, being identified as "Tract 4B" ("Tract 4B") with reference to the Plat, over, upon, and through the said Tract 4A:

Drainage Easement and Sanitary Sewage Easement

(a) In connection with the future development of Tract 4B and to serve the improvements to be located thereon, a perpetual, non-exclusive right, privilege, and easement (the "Drainage Easement") is hereby established and reserved upon Tract 4A for the benefit of Tract 4B for the drainage and movement of storm water originating on or passing over and through Tract 4B, over, through, across and upon Tract 4A.

(i) The Drainage Easement shall also include perpetual non-exclusive rights, privileges, and easements of access and ingress and egress over, under, across, through and upon Tract 4A as may be reasonably necessary or desirable for the purpose of connecting into and using certain drainage facilities and infrastructure, including, without limitation, catch basins, underground pipes, detention ponds, and related appurtenances (collectively, the "Drainage Easement Facilities") to support and enable the use of the Drainage Easement for the benefit of Tract 4B. The Drainage Easement Facilities shall be constructed and maintained by Grantee at its sole expense no later than twelve (12) months following the date of this conveyance and shall be sufficient and adequate to provide capacity for drainage from Tract 4B and all uses thereof on and into Tract 4A in compliance with all applicable laws, regulations, and ordinances, including, without limitation, ordinances established by the City of Fairburn, Georgia; provided, however, that Grantor or its successors-in-interest or assignees shall be responsible for all connection charges, meter fees and charges, user fees, tap-in fees, impact fees, acreage fees, and similar fees and charges imposed by any governmental authority or public utility provider as a result of its use of any Drainage

Easement Facilities.

(b) In connection with the future development of Tract 4B and to serve the improvements to be located thereon, a perpetual, non-exclusive right, privilege, and easement (the "Sanitary Sewage Easement") is hereby established and reserved upon Tract 4A for the benefit of Tract 4B for connecting to sanitary sewer service, including the construction of improvements on Tract 4A (the "Sanitary Sewage Easement Facilities"; together with the Drainage Easement Facilities, the "Easement Facilities"), including, without limitation, one or more lateral sanitary sewer lines, over, through, across and upon the Tract 4A.

(i) The Sanitary Sewage Easement shall also include perpetual non-exclusive rights, privileges, and easements of access and ingress and egress over, under, across, through and upon Tract 4A as may be reasonably necessary or desirable for the purpose of constructing, installing, repairing, replacing, inspecting, and maintaining the facilities and infrastructure comprising the Sanitary Sewage Easement Facilities in order to support and enable the use of the Sanitary Sewage Easement for the benefit of Tract 4B. The access and ingress and egress easement granted herein shall also include an easement for the temporary use of additional area as necessary for any physical improvement or construction or maintenance of the Sanitary Sewage Easement Facilities. Grantor or its successors-in-interest or assignees shall be responsible for all connection charges, meter fees and charges, user fees, tap-in fees, impact fees, acreage fees, and similar fees and charges imposed by any governmental authority or public utility provider as a result of its use of any Sanitary Sewage Easement Facilities.

(ii) Prior to constructing, installing, repairing, replacing, inspecting, or maintaining any Sanitary Sewage Easement Facilities on Tract 4A, Grantor or its successors-in-interest or assignees shall provide at least five (5) days prior written notice to Grantee or its successors-in-interest or assignees of its intention to take such action. Grantor further agrees that it or its successors-in-interest or assignees (i) shall pay all costs and expenses with respect to such work or activity, (ii) shall cause all work in connection therewith (including general clean up and surface and/or subsurface restoration) to be completed using materials of good quality and in a good and workmanlike manner and in a manner so as to minimize unreasonable interference with the use of the Tract 4A by Grantee or its successors-in-interest or assignees, (iii) shall comply with all applicable governmental laws, regulations, and requirements, (iv) shall promptly, at its sole cost and expense, clean the area (as needed) and restore the affected portion of Tract 4A (including, without limitation, any disturbed landscaping improvements) to the condition which existed prior to the commencement of such work, (v) shall cause any contractor performing work to be insured with commercially reasonable coverage, and (vi) shall indemnify and hold Grantee or its successor-in-interest or assignees, and any occupants and tenants, as the case may be,

harmless from and against any claims, actions, demands, damages, losses, injuries or expenses, including, without limitation, reasonable attorneys' fees actually incurred, which may result from any such work.

(c) Grantor shall not use or permit or allow the use of the Easement Facilities for the discharge or disposal of materials or substances in violation of any federal, state or local environmental law, rule or other applicable regulation and which discharge is in excess of an allowable amount or in a prohibited form; provided, however, nothing contained herein shall be deemed to apply to incidental discharges of such materials or substances or the inclusion thereof in ordinary surface water drainage that may occur as a result of, or in connection with, the ordinary conduct of business on Tract 4B unless the same cumulatively would result in a violation of such law, rule or regulation.

(d) The easements granted and reserved herein are and shall be permanent and perpetual. All covenants and provisions hereof shall run with, burden and/or benefit the property described herein, including, specifically, Tract 4A; shall bind the owners and all persons having or acquiring any interest in said Tract 4A, and their respective heirs, successors, personal representatives and assigns; and shall inure to the benefit of and be enforceable by, each owner of any part of any of the Tracts and their respective successors and assigns.

(e) It is the understanding, intent and desire of Grantor and Grantee that the provisions of this Agreement are not and shall not be subject to the Rule Against Perpetuities or any other rule of law with respect to remoteness of vesting or property interests, and Grantor and Grantee hereby covenant not to make any contrary assertion, contention, claim or counterclaim, or seek the benefit of the Rule Against Perpetuities or other such rule of law, in any action, suit or other legal proceeding involving the easements described herein. In the event, however, that the Rule Against Perpetuities, or any rule of law with respect to remoteness of vesting of property interests, shall limit the time within which any property interest granted herein must vest, then such vesting shall occur only within the period of time permitted for such vesting by the Rule Against Perpetuities or such other rule of law, which period of time Grantor and Grantee agree, shall be measured as that period commencing on the date of this Deed and terminating on the date which is twenty-one (21) years from and after the date of the death of the last survivor of the now living descendants of (i) Donald J. Trump, President of the United States; and (ii) Her Majesty Queen Elizabeth II, Queen of the United Kingdom of Great Britain and Northern Ireland. In the event that the future vesting of such property rights ever shall be so limited in time, Grantor and Grantee hereby state their further intent and desire to amend or supplement the agreements set forth in this Deed, if and to the extent permitted by law, at some future time to cause such future property rights to be valid, enforceable and exercisable throughout the terms of the easements identified above.

(f) The agreements set forth herein shall be binding upon and shall inure to the benefit

of Grantor, Grantee, and their respective successors, assigns, heirs, administrators, executors and legal representatives.

(g) Grantor or Grantee, or their successors-in-interest or assignees, as applicable, shall, within thirty (30) days of request, execute, acknowledge, and deliver to the other(s) or the holders of any mortgages (or potential financiers) affecting either Tract 4A or Tract 4B an estoppel certificate in commercially reasonable form, evidencing whether or not the easements identified above are in full force and effect, whether there are any existing defaults on the part any party hereto, and any other reasonably requested information.

Plat Extract



Exhibit B

Permitted Exceptions

1. All taxes, assessments, and special assessments which have accrued but are not yet due and payable for the year 2017 and all subsequent years, and which act as current liens on the subject property.
2. All matters of record.



**CITY OF FAIRBURN
MAYOR AND CITY COUNCIL
AGENDA ITEM**

SUBJECT: TEXT AMENDMENTS 17TA-003 – Cluster Mailbox Units and Address Identification Ordinance

() AGREEMENT () POLICY / DISCUSSION () CONTRACT
(X) ORDINANCE (X) RESOLUTION () OTHER

Submitted: 11.13.17 Work Session: 11.13.17 Mayor and City Council: 11.13.17

DEPARTMENT: Community Development/Planning and Zoning

BUDGET IMPACT: None

PUBLIC HEARING? () Yes (X) No

PURPOSE: For Mayor and City Council to amend, by resolution, Chapter 71 - Land Development, to add regulations for the installation of residential cluster mailbox units.

DISCUSSION: The United States Postal Services (USPS) has initiated a centralized mail delivery policy for new residential subdivisions, most often referred to as cluster box units (CBU). Cluster mailboxes are now the USPS' preferred method for mail delivery for new residential development (subdivisions). These units are common features of apartment units. However, they are now being implemented in new residential developments nationwide to reduce USPS delivery costs. There are no federal laws mandating cluster mailboxes for new residential development; however, USPS policy shifted toward a preference for centralized delivery in April 2012. This 2012 policy is now being enforced for new residential subdivisions. It is now the practice of USPS district offices to only allow centralized delivery units, with exceptions being made on a case-by-case basis. While the City of Fairburn has no control over the type of delivery system the Postal Service will use in the future, the City does have control over the location and design features of the cluster style mailbox units.

The USPS recognizes the convenience of having a mailbox located at the end of a resident's driveway. However, there are many benefits to CBU's. Identity thieves look for easy targets to steal mail out of mailboxes. Unsecured curbside mailboxes are frequently their target of choice. The best defense in preventing this type of crime is in securing mail. Cluster box units are the least expensive and most effective method for combating mail theft. Also, over time and without frequent maintenance, curbside mail receptacle can become an eye sore. Curbside mailboxes have to be replaced more frequently than CBU's and are frequently vandalized or may be struck by automobiles, garbage trucks, etc. Lastly, CBU boxes have the advantage of being "package friendly" in that they are designed to accommodate the majority of packages delivered through the U.S. mail.

A few municipalities have already implemented "Cluster Style Mailbox" ordinances. Below are some examples:

1. Fulton County, GA – "Cluster-Style Mailbox Kiosk and Address Posts" Ordinance, enacted April 1, 2015
2. Brookhaven, GA – "Cluster Mailboxes Ordinance", enacted May 26, 2015
3. Fayetteville, GA – "Cluster Mailboxes and Address Identification Ordinance", enacted May 19, 2016
4. Coweta County – "Cluster Mailboxes Ordinance", enacted July 15, 2014
5. Rockdale County – "Community Mailboxes Ordinance" enacted September 19, 2017

Currently, the City does not have an ordinance to regulate the installation of CBUs. The proposed cluster mailbox units ordinance includes regulations on the design, location, parking requirements, number of mailboxes, etc. for residential CBUs. The developer/builder will be responsible for the installation of the CBUs, including but not limited to the box units, landscaping, architectural elements, concrete pad and sidewalks.

The USPS Growth Management-Atlanta District Office has reviewed the proposed cluster mailbox unit ordinance and finds that the ordinance is "acceptable". Please find attached the USPS Growth and Delivery Point Management Program Manual.

RECOMMENDED ACTION: For the Mayor and City Council to approve the text amendment to add regulations for the installation of residential cluster mailbox units to Chapter 71-Land Development, Article XII, Sections 71-1059 to 71-1064.

Attachments: Cluster Mailbox Units Ordinance (Chapter 71, Article XII, Section 71-1059)
USPS Growth and Delivery Point Management Program Manual

Stephen Hood, Interim City Administrator

Mario Avery, Mayor

STATE OF GEORGIA

COUNTY OF FULTON

AN ORDINANCE TO AMEND CHAPTER 71 – LAND DEVELOPMENT, IN ORDER TO ADOPT A NEW ARTICLE XII. - CLUSTER MAILBOX UNITS. SECTION 71-1059 – DEFINITIONS., SECTION 71-1060 APPLICABLE DISTRICTS., SECTION 71-1061 PROCEDURAL STANDARDS., SECTION 71-1062 DESIGN STANDARDS., SECTION 71-1063 LOCATION STANDARDS.; AND SECTION 71-1064 ADDRESS IDENTIFICATION TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE AND FOR OTHER PURPOSES

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

Whereas, the Mayor and Council of the City of Fairburn has the duty to protect the health, safety and welfare of persons and property within the City limits; and

Whereas, the Mayor and Council have determined a need to regulate cluster mailbox structures located within new residential development, including single-family development, within the City to protect the health, safety and welfare of persons and property within the City limits; and

Whereas, after consideration at its November 13, 2017, regular meeting, the Mayor and City Council have determined that amending Chapter 71. Land Development, in order to adopt a new Article XII. Cluster Mailbox Units, Section 71-1059 – Definitions, Section 71- 1060 – Applicable Districts, Section 71-1061 Procedural Standards, Section 71-1062 Design Standards, Section 71-1063 Location Standards, and Section 71-1064 Address Identification would be in the best interests of the residents, property owners, businesses and citizens of the City of Fairburn; and

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and City Council of the City of Fairburn, Georgia, and it is hereby ordained by the authority of same that Chapter 71. Land Development be amended in order to adopt Article XII. Cluster Mailbox Units Section 71-1059. Definitions. through Section 71-1064- Address Identification as depicted on Exhibit A attached hereto.

Section 1. Adoption of the following attached as Exhibit A.

Section 2. In the event any section, subsection, sentence, clause, or phrase of this Ordinance shall be declared or adjudged invalid or unconstitutional, such adjudication shall in no manner affect the previously existing provisions of the other sections, subsections, sentences, clauses or phrases of this Ordinance, which shall remain in full force and effect as if the section, subsection, sentence, clause or phrase so declared or adjudicated invalid or unconstitutional were not originally a part thereof. The City Council declares that it would have passed the remaining

1 parts of this Ordinance or retained the previously existing Ordinance if it had known that such
2 part of parts hereof would be declared or adjudicated invalid or unconstitutional.

3
4 Section. 3. This Ordinance shall become effective on the 13th day of November, 2017.

5
6 Section 4. All Ordinances and parts of Ordinances in conflict with this Ordinance are repealed to
7 the extent of the conflict.

8
9 APPROVED this 13th day of November, 2017, by the Mayor and City Council of the City of
10 Fairburn, Georgia.

11
12 _____
13 Mario B. Avery, Mayor

ATTEST:

14
15 _____
16 Shana Moss, Interim City Clerk

17 APPROVED AS TO FORM:

18 _____
19 William R. (Randy) Turner, City Attorney
20
21
22
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Chapter 71 - Land Development

Article XII. Cluster Mailbox Units and Address Identification

Section 71-1059

Definitions

- A. Cluster-Style Mailbox.** A style whereby mailboxes, meeting the specifications of the United States Postal Service (USPS) with the inscription plainly legible "U.S. MAIL" and "APPROVED BY THE POSTMASTER GENERAL", are assembled and grouped together on a single area of land so that they are regarded as one unit. Cluster-style mailboxes must be manufactured cluster-style mailboxes approved by USPS.

Cluster-Style Mailbox Units. Cluster-style mailbox kiosk built into a larger structure exhibiting the architectural style and building materials typical of the neighborhood/development.

Section 71-1060

B. Applicable districts:

1. All residential districts or districts with residential components when developed with residential units.
2. Non-residential districts and interior building cluster mailboxes are exempt from the design and location standards of this section.
3. Procedural standards are applicable to all cluster mailbox installations.

Section 71-1061

C. Procedural standards:

1. All cluster mailbox kiosks, whether installed on public or private streets, shall comply with the United States Postal Service (USPS) standards for the construction of mailboxes. A statement indicating the type of mail delivery available by the USPS (e.g. delivery to an individual *mailbox* or central delivery via *cluster mailbox* stations) shall be indicated on an approved subdivision plat or development permit.
2. The installation of the cluster mailboxes shall occur prior to any certificate of occupancy being issued for a residential structure shown on the plat.
3. Cluster-style mailbox kiosks shall be installed prior to the issuance of a certificate of occupancy for any residential structure that will be served by a cluster-style mailbox.
4. The cost of installation, including but not limited to box units, architectural elements, landscaping, concrete pad and concrete/masonry or stone, sidewalk access, shall be borne by the developer.
5. Maintenance of the cluster-style mailbox kiosk, landscaping, trash can and surrounding areas shall be borne by the homeowners association (HOA) of the neighborhood/development. Where no HOA exists, maintenance and associated costs shall be the responsibility of the homeowners served by the cluster mailbox kiosk.

6. Cluster-style mailbox kiosk shall be exempt from the setback requirements of the zoning district; however all structures shall require a separate building permit and must meet or exceed all applicable building code.

Section 71-1062

D. Design standards:

1. All cluster-style mailboxes shall be incorporated into cluster-style mailbox kiosks unless the cluster-style mailbox units are located interior to a building or as may be approved by the city engineer.
2. Cluster-style mailbox kiosks shall be compatible with other streetscape elements and be architecturally enhanced with building materials and details typical of the architectural style of the neighborhood/development.
 - a. Cluster-style mailbox kiosks shall be located away from any location where, by reason of the position, shape or color, it may interfere with, or obstruct the view of or be confused with any authorized traffic control device.
 - b. Provide a four-foot-wide impervious surface parallel to the kiosk and a roof overhang for a weather free standing location wherever the individual mailboxes are to be accessed.
 - c. Provide landscaping consistent with the landscape theme of the neighborhood/development.
 - d. Provide a trash receptacle at each clustered mailbox location.
 - e. Provide lighting.
3. Cluster-style mailbox kiosks shall have a base of a width not less than the width of the cluster mailbox structure itself.
4. Cluster-style mailbox kiosks shall have a minimum five-foot-wide concrete/masonry or stone sidewalk from the street.
5. Cluster-style mailbox kiosks shall provide access compliant with the Americans with Disability Act (ADA).
6. Cluster-style mailbox kiosks shall provide a paved area with ingress/egress to meet the requirements of the community development department to allow vehicles to pull off, park and re-enter the roadway safely while retrieving mail.
7. Cluster-style mailbox kiosks shall be located in areas that will best allow for vehicle parking. Parking layout is to be designed in a manner so as to not create pedestrian safety or vehicle safety issues as determined by the city engineer.

8. Minimum required parking shall be required as follows:

Cluster-style Mailbox Kiosks Off-street Parking Requirement		
Activity	Number of Spaces Required	
	Number of Mailboxes	Parking Spaces Required
Cluster Style Mailbox	0-20	2
	21-60	3
	81-100	4
	101 or more	4 plus 1 per each additional 50 mailboxes or portion thereof above 100

9. Access drives and parking areas shall be constructed to the City of Fairburn road standards or as approved by the city engineer.

Section 71-1063

E. Location standards:

1. The location of the cluster-style mailbox station is to be approved by the community development department and the USPS.
2. Cluster-style mailbox kiosks shall be prohibited from being located within the public right-of-way.
3. Clustered mailbox kiosks shall be placed so as to not adversely affect the privacy of residents.
4. Cluster-style mailbox kiosks shall not be installed within a cul-de-sac bulb.
5. Cluster-style mailbox kiosks shall be located away from the intersection of any street and in no case closer than 75 feet measured from the street centerline in order to prevent obstruction of free and clear vision.
6. Clustered mailbox kiosks shall be centrally located, offering easy pedestrian access to all residents. Whenever feasible, the mailbox kiosks should be located within an amenity center, if one is proposed for the development.
7. Cluster mailbox kiosks shall be located in areas that will best allow for vehicle stacking or parking without creating pedestrian or vehicle safety issues as determined by the community development department.
8. No driveway or street access shall be constructed within five feet of a cluster-style mailbox unit and vice versa.

Section 71-1064

F. Address Identification

1. Neighborhoods, subdivisions, or residential properties utilizing cluster mailboxes and not having individual mailboxes to use as address identification shall post individual address identification displays with address numbers meeting these requirements:

2. Installation of the address identification displays and numbers shall be the responsibility of the developer.
3. Maintenance of the address identification displays and numbers shall be the responsibility of the property owner.
4. New residential properties shall have approved address numbers placed in a position that is plainly legible and visible at all times from the street or road fronting the property. Properties with rear entry access shall post numbers on both the front and rear sides of the primary structure.
5. Address numbers shall be a minimum of four inches high with a minimum stroke width of one-half inch. Address numbers shall contrast in color with the background on which they are affixed.
6. Address identification displays shall be installed no more than ten feet from the driveway and no more than ten feet from the road.
7. For multiple residential properties that share a common single private drive, each owner shall display address numbers at the vehicular access point to the private drive and at the vehicular access point to each individual structure.
8. All new residential lots shall be numbered with the approved street address number at the time the certificate of occupancy is issued.