1. 7:00 PM Call to Order

2. Invocation: Councilman Charles R. Haley

3. Approval of Minutes: *Attachment #1*

4. Public Comments:
   - Reading of Rules for Public Comments

5. Old Business:
   A. Discussion and Possible Action on Zoning Services Agreement *Attachment #5A*

6. New Business:
   A. Main Street Report *Attachment #6A*
   B. Eatonton-Putnam County Senior Services Program Report
   C. Proposed Resolution to Adopt the Pre-Disaster Hazard Mitigation Plan 2017 Update *Attachment #6C*
   D. Proposed Resolution Urging the Georgia General Assembly to Oppose De-Annexation Legislation *Attachment #6D*
   E. Proposed Resolution to Add Membership in a Fund of Georgia Interlocal Risk Management Agency (Firefighter Cancer Policy) *Attachment #6E*
   F. Proposed Resolution to Amend Chapter 14 (Buildings and Building Regulations) of the Code of Ordinances *Attachment #6F*

7. Zoning:
8. Committee Reports:
   - Finance and Personnel – Council Member Harvey C. Walker, Jr.
   - Public Utilities – Council Member Alvin Butts
   - Streets, Buildings and Grounds – Council Member William C. Mangum
   - Zoning and Ordinances - Council Member Teresa Doster
   - Environmental – Council Member Charles R. Haley
   - Community Development – Council Member Alma Stokes
   - Public Safety – Council Member James A. Gorley
   - City Administrator – Gary Sanders
   - City Attorney – Christopher D. Huskins
   - City Clerk – Sarah Abrams

9. Executive Session:

10. Motion to Adjourn:
City of Eatonton Council Meeting
Monday, October 16, 2017 at 7:00 PM
Putnam County Commissioners’ Meeting Room #203
117 Putnam Drive
Eatonton, Georgia 31024

Elected Officials Present:
Mayor Walter C. Rocker, Jr.
Mayor Pro-Tem Harvey (Chip) Walker, Jr.
Councilman Alvin Butts
Councilwoman Teresa Doster
Councilman James A. Gorley
Councilman Charles R. Haley
Councilman William Mangum, Jr.
Councilwoman Alma Stokes

Elected Officials Absent:

Staff Members Present:
City Administrator, Gary Sanders
City Attorney, Christopher Huskins
City Clerk, Sarah Abrams

Mayor Walter C. Rocker, Jr. called the October 16, 2017 Council meeting to order at 7:00 PM.

Invocation was given by Councilwoman Teresa Doster.

Motion was made by Haley and seconded by Mangum to approve the minutes of the last Council meeting held on October 3, 2017. Motion carried by a vote of 5-0.
Councilwoman Teresa Doster abstained because she did not attend the last meeting.
Councilman Alvin Butts was not present when Council voted on the minutes.
Public Comments: None

Reading of the Rules for Public Comments: Omitted

Old Business: None

New Business:

Addition to the Agenda
Motion was made by Walker and seconded by Doster to add Ms. Kayleigh Sullivan of Middle Georgia Regional Commission to the agenda to present the Joint Comprehensive Plan Update for Putnam County and the City of Eatonton. Motion carried by a unanimous vote of 7-0.

Motion was made by Gorley and seconded by Doster to approve the Resolution and adopt the City of Eatonton Joint Comprehensive Plan Update for Putnam County and the City of Eatonton, and authorize Mayor Rocker to sign the resolution. Motion carried by a unanimous vote of 7-0.

After School Arts Program Report – The Plaza Arts Center
Ms. Janet Kelhoffer, Plaza Community Center Chair, gave and update on the After School Arts Program which serves the school children in our community.

Discussion and Possible Action on Georgia Power 6-month Disconnect Notification
Attachment #6B
City Administrator Sanders advised the disconnect notification is for Georgia Power to begin the process of converting the City’s streetlights to LED. There is no cost or obligation to the City by completing the disconnect notification, but it allows Georgia Power to conduct an analysis of the City’s existing lighting inventory and draft a proposal for Council’s consideration. Motion was made by Haley and seconded by Walker to approve the Georgia Power 6-month Disconnect Notification and authorize Mayor Rocker to sign. Motion carried by a unanimous vote of 7-0.

Proposed First Addendum to Contract with Eatonton-Putnam Chamber of Commerce for CFY 2017 (September 1, 2016 to August 31, 2017) Attachment #6C

Motion was made by Doster and seconded by Haley to approve the proposed First Addendum to the contract with Eatonton-Putnam Chamber of Commerce for CFY 2017. Motion carried by a unanimous vote of 7-0.
Proposed Resolution to Designate a Date and Meeting Place for the November 7, 2017 City Council Meeting Attachment #6D

Motion was made by Walker and seconded by Gorley to approve the Resolution changing the regular Council meeting scheduled for Tuesday, November 7th to Monday, November 6, 2017 at 7:00 PM in the Council Chambers, located in the City Hall at 201 North Jefferson Avenue, and authorize Mayor Rocker to sign. Motion carried by a unanimous vote of 7-0.

Zoning:

Request by Legacy Housing, LTD agent for Putnam Development Authority for a density variance at 112 Industrial Boulevard, Parcel A [Map 062, Parcel 056] Attachment #7A

Request by Legacy Housing, LTD agent for Putnam Development Authority for a density variance at 112 Industrial Boulevard, Parcel B [Map 062, Parcel 056] Attachment #7B

Request by Legacy Housing, LTD agent for Putnam Development Authority for a density variance at 112 Industrial Boulevard, Parcel C [Map 062, Parcel 056] Attachment #7C

City Administrator Sanders presented three density variance requests from Legacy Housing, LTD and recommended denial of each request. Approving the requests would establish long lasting precedents undermining the development standards contained in the zoning ordinance. Additionally, previous property owners/interested parties have been prevented from developing the same property in a similar fashion.

Councilwoman Doster advised that no one is here from Legacy Housing or Putnam County Development Authority to speak on behalf of these requests for density variances on Parcel A, B, and C at 112 Industrial Boulevard.

Motion was made by Doster and seconded by Mangum to deny the density variances requested by Legacy Housing, LTD located at 112 Industrial Boulevard, on Parcel A, B and C [Map 062, Parcel 056]. Motion carried by a unanimous vote of 6-0. Councilman Harvey Walker abstained.

Committee Reports:

Motion was made by Walker and seconded by Gorley to pay the bills if and when the funds become available. Motion carried by a unanimous vote of 7-0.

Councilman Butts reported checking on a street light for Dickey Drive. Butts reported the light on the pole is dim and he recommended having Georgia Power change out the light that is on the pole to a brighter light.
Councilwoman Doster asked to meet with her committee to discuss the Blight Tax information received from City Attorney Huskins before the next Council meeting.

Councilman Gorley advised early voting started today. Voters must vote in the City Municipal Election and in the County. Putnam County has a Transportation Tax on their ballot. Gorley asked if the City could do anything to inform the voters about the election.

City Administrator Sanders advised Georgia Farm Bureau Special Investigations Unit Manager, Paul McGahee donated an All-Terrain Vehicle/4 Wheeler to Police Chief William Kent Lawrence and the City of Eatonton Police Department. Also, Police Chief Lawrence is in Athens with one of his dispatcher who has been hospitalized.

City Administrator Sanders advised he would meet with Georgia Power at the TE Project site tomorrow morning to discuss the removal and reinstallation of the lamp posts. Once the posts are removed, the contractor will be able to begin pouring the sidewalks.

City Administrator Sanders advised Advance Voting began today and will continue until 5:00 PM on Friday, November 3 at the old gas building. Please also remember that the County is holding a special election for the Putnam County TSPLOST.

City Administrator Sanders advised the executive committee of the Regional TSPLOST Roundtable will meet tomorrow, October 17 at 12:30 PM at the Regional Commission office.

Mayor Rocker asked if there was any other business to be discussed before we adjourn. Being no further business to be discussed, motion was made by Doster and seconded by Haley to adjourn. Motion carried by a unanimous vote of 7-0.

Meeting adjourned at 7:43PM.

__________________________________________
Walter C. Rocker Jr., Mayor

ATTEST:

__________________________________________
Sarah E. Abrams, City Clerk
STATE OF GEORGIA  
COUNTY OF PUTNAM

AGREEMENT

THIS AGREEMENT made and entered into this ___ day of ____________, 2017 by and between the CITY OF EATONTON, a municipal corporation, (the "City") and PUTNAM COUNTY, a political subdivision of the State of Georgia (the "County"), by and through the Board of Commissioners of Putnam County.

WHEREAS O. C. G. A. Sections 36-70-1 et seq, mandates that local governments in each county in Georgia work with their county to develop a service delivery system that is both efficient and responsive to citizens in their county, the purpose of which is to minimize inefficiencies resulting from duplication of services and competition between local governments; and

WHEREAS, the City and County have reached agreement for the sharing of cost for administering and enforcement of zoning ordinances, building code, and building inspections in the incorporated and unincorporated areas of Putnam County:

NOW THEREFORE in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The COUNTY shall provide the CITY all personnel and facilities for building inspections, issuance of permits, and administering the City of Eatonton Zoning Code.

2. The COUNTY shall receive as compensation for these services all fees received from City property owners and others. In addition, the CITY will provide to the County ______________dollars ($_______.00) per month for Planning and Development services.

3. Funding for the agreed upon services shall be provided from the respective general funds of the CITY and COUNTY.

4. This agreement shall remain in force and effect unless and until either party hereto provides to the other party thirty (30) days written notice of intent to terminate this agreement.

5. This agreement may be executed in duplicate original and each such duplicate shall constitute an original for all purposes.

6. This writing contains the entire agreement of the parties. This agreement may be modified only by another writing executed by both the parties hereto.

7. This agreement shall be construed according to the laws of Georgia.
8. Every provision of this agreement shall be severable from all other provisions. A finding by any court of the illegality or unenforceability of any provision or provisions hereof shall not operate to void this agreement but, instead, all provisions not specifically and explicitly held to be illegal or unenforceable shall continue in full force and effect.

9. It is the intent of the parties to be covered under the auspices of any applicable immunity granted by law. To the extent, if any, allowed by law, the CITY shall defend, indemnify, and hold harmless the COUNTY and its officers, employees, or agents from any liability, losses, or damages, including attorneys’ fees and costs of defense, which CITY or its officers, employees or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the negligent performance of this Agreement.

IN WITNESS WHEREOF, the duly authorized officials of the CITY and COUNTY have hereunto set their hands and seals with intent to be legally bound the day first above written.

Approved as to form:

________________________________________
County Attorney

Approved by the Board of Commissioners
Of Putnam County

________________________________________
Stephen J. Hersey, Chairman

Attest: ________________________________
Lynn Butterworth, Clerk

Approved as to form:

________________________________________
City Attorney

Approved by Mayor and Council of the City
Of Eatonton

________________________________________
Walter C. Rocker, Jr., Mayor
City of Eatonton

Attest: ________________________________
Sarah Abrams, Clerk
VERSION APPROVED BY COUNCIL ON OCTOBER 3, 2017

STATE OF GEORGIA
COUNTY OF PUTNAM

AGREEMENT

THIS AGREEMENT made and entered into this 3rd day of October, 2017 by and between the CITY OF EATONTON, a municipal corporation, (the "City") and PUTNAM COUNTY, a political subdivision of the State of Georgia (the "County"), by and through the Board of Commissioners of Putnam County.

WHEREAS O. C. G. A. Sections 36-70-1 et seq. mandates that local governments in each county in Georgia work with their county to develop a service delivery system that is both efficient and responsive to citizens in their county, the purpose of which is to minimize inefficiencies resulting from duplication of services and competition between local governments; and

WHEREAS, the City and County have reached agreement for the sharing of cost for administering and enforcement of zoning ordinances, building code, and building inspections in the incorporated and unincorporated areas of Putnam County:

NOW THEREFORE in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The COUNTY shall provide the CITY all personnel and facilities for building inspections, issuance of permits, and administering the City of Eatonton Zoning Code.

2. The COUNTY shall receive as compensation for these services all fees received from City property owners and others. In addition, the CITY will provide to the County Three hundred dollars ($300.00) per month for Planning and Development services.

3. Funding for the agreed upon services shall be provided from the respective general funds of the CITY and COUNTY.

4. This agreement shall remain in force and effect unless and until either party hereto provides to the other party thirty (30) days written notice of intent to terminate this agreement.

5. This agreement may be executed in duplicate original and each such duplicate shall constitute an original for all purposes.

6. This writing contains the entire agreement of the parties. This agreement may be modified only by another writing executed by both the parties hereto.

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9. It is the intent of the parties to be covered under the auspices of any applicable immunity granted by law. To the extent, if any, allowed by law, the CITY shall defend, indemnify, and hold harmless the COUNTY and its officers, employees, or agents from any liability, losses, or damages, including attorneys’ fees and costs of defense, which CITY or its officers, employees or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the negligent performance of this Agreement.

IN WITNESS WHEREOF, the duly authorized officials of the CITY and COUNTY have hereunto set their hands and seals with intent to be legally bound the day first above written.

Approved as to form:

________________________________________
County Attorney

Approved by the Board of Commissioners
Of Putnam County

________________________________________
Stephen J. Hersey, Chairman

Attest: __________________________________
Lynn Butterworth, Clerk

Approved as to form:

________________________________________
City Attorney

Approved by Mayor and Council of the City
Of Eatonton

________________________________________
Walter C. Rocker, Jr., Mayor
City of Eatonton

Attest: __________________________________
Sarah Abrams, Clerk
STATE OF GEORGIA
COUNTY OF PUTNAM

AGREEMENT

THIS AGREEMENT made and entered into this ___ day of __________, 2017 by and between the CITY OF EATONTON, a municipal corporation, (the "City") and PUTNAM COUNTY, a political subdivision of the State of Georgia (the "County"), by and through the Board of Commissioners of Putnam County.

WHEREAS O. C. G. A. Sections 36-70-1 et seq. mandates that local governments in each county in Georgia work with their county to develop a service delivery system that is both efficient and responsive to citizens in their county, the purpose of which is to minimize inefficiencies resulting from duplication of services and competition between local governments; and

WHEREAS, the City and County have reached agreement for the sharing of cost for administering and enforcement of zoning ordinances, building code, and building inspections in the incorporated and unincorporated areas of Putnam County:

NOW THEREFORE in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The COUNTY shall provide the CITY all personnel and facilities for building inspections, issuance of permits, and administering the City of Eatonton Zoning Code.

2. The COUNTY shall receive as compensation for these services all fees received from City property owners and others. In addition, the CITY will provide to the County One Thousand dollars ($1,000.00) per month for Planning and Development services.

3. Funding for the agreed upon services shall be provided from the respective general funds of the CITY and COUNTY.

4. This agreement shall remain in force and effect unless and until either party hereto provides to the other party thirty (30) days written notice of intent to terminate this agreement.

5. This agreement may be executed in duplicate original and each such duplicate shall constitute an original for all purposes.

6. This writing contains the entire agreement of the parties. This agreement may be modified only by another writing executed by both the parties hereto.

7. This agreement shall be construed according to the laws of Georgia.
8. Every provision of this agreement shall be severable from all other provisions. A finding by any court of the illegality or unenforceability of any provision or provisions hereof shall not operate to void this agreement but, instead, all provisions not specifically and explicitly held to be illegal or unenforceable shall continue in full force and effect.

9. It is the intent of the parties to be covered under the auspices of any applicable immunity granted by law. To the extent, if any, allowed by law, the CITY shall defend, indemnify, and hold harmless the COUNTY and its officers, employees, or agents from any liability, losses, or damages, including attorneys’ fees and costs of defense, which CITY or its officers, employees or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the negligent performance of this Agreement.

IN WITNESS WHEREOF, the duly authorized officials of the CITY and COUNTY have hereunto set their hands and seals with intent to be legally bound the day first above written.

Approved as to form:

____________________________
County Attorney

Approved by the Board of Commissioners
Of Putnam County

____________________________
Stephen J. Hersey, Chairman 10-17-2012

Attest: _______________________
Lynn Butterworth, Clerk

Approved as to form:

____________________________
City Attorney

Approved by Mayor and Council of the City
Of Eatonton

____________________________
Walter C. Rocker, Jr., Mayor
City of Eatonton

Attest: _______________________
Sarah Abrams, Clerk
Eatonton Main Street

Revitalizing Our Downtown

P.O. Box 4384 Eatonton, GA 31024  706.749.9150
A 501-c-3 Non-Profit Corp. Designated by the Georgia Dept. of Community Affairs for the City & County

Main Street Report for City Council Meeting Monday November 4 2017 - October Recap

Organization
Eatonton Main Street is still looking for applicants to the board. A working board is required by the Department of Community Affairs, as part of the annual assessment to maintain Main Street designation.

The Christmas decorations committee have raised thousands of dollars in donations for decorating light poles. The County has provided $4000 for the decoration of the Courthouse.

Promotion
The Movie on the Courthouse Lawn, the harry potter mini camp, STEM education, and costume contest was a great success. Approximately 200 attended the event. Thanks to phantom facepaints, Georgia College Science Education Dept., The Eatonton Lions Club, putnam county high school entertainment technology dept., Scoops of Madison and the peoples bank for the prizes for the costume contest.

Design
There is one facade grant pending for the Facade Grant program.

Economic Vitality
Downtown Eatonton continues to attract interest in bringing merchants into the Downtown. However, buildings like Moore LP Gas (107 N. Jefferson Avenue), China Chef (104 N. Jefferson Avenue) Communicon/Charter Building (104 E. Marion St) and 112 W. Marion Street prevent a vibrant Downtown from putting down roots and taking hold and are off-putting for new businesses due to the buildings not being compliant with building codes/planning and zoning regulations. (Sec. 14-31. Adoption by Reference. Georgia Uniform Codes Act, O.C.G.A. § 8-2-25, 14-68. - Complaint in rem in municipal court; procedure; lien; appeal and Sec. 75-343 District Requirements {e})

112 W. Marion Street is being used as a storage facility by the building owner which is incompatible with the zoning code. Sec. 75-342. - Uses allowed. The building housing the former Cucos Restaurant is still undergoing renovations. The Pex Theater which holds The Country Kitchen had its marquee badly damaged by heavy rain. The rear of the restaurant is open to the elements. Both the rear and marquee have still not been repaired.

Southern Unique had its ribbon cutting on Friday October 27. The Mayor attended.

I have no information on the opening dates of either the Music Store or The Frisk pub.

Two buildings were purchased one in June 2016 and one in October 2016. The old Yarbrough Flowers building, and the old Trent Brown law office building. I have been given opening dates of towards the end of 2017, but again nothing firm as to what businesses are going to open.

Summary
The Briar patch Festival promotional video will be shown at the first City Council meeting in December.

The entertainment for Christmas in the Briar Patch is as follows ...

12:00 - Opening of Christmas in the Briar Patch. 12:05 - Kaitlyn Parham. 1:00 - Eatonton Harmonettes.
2:00 - Amy Rae. 3:00 - The New Silveraires. 4:00 - Franklin Washington. 5:00 - Christmas in the Avenue Choir.

Cadence Fox is the Grand Marshall for the 2017 Light Up the Night Christmas parade. I am also looking at entertainment during the parade as well as floats. I am continuing to recruit vendors for the Festival, but I am looking for parade entrants.

The Holiday Decorating Contest has been advertised on Facebook and an insert was in the utility bill. I contacted the Messenger to see if they would run the contest as a story to encourage involvement.
RESOLUTION
BY THE CITY OF EATONTON
ADOPTING THE PRE-DISASTER HAZARD MITIGATION PLAN
2017 UPDATE
FOR
PUTNAM COUNTY AND THE CITY OF EATONTON

WHEREAS, the City of Eatonton is required to complete a Pre-Disaster Hazard Mitigation Plan by the Disaster Mitigation Act of 2000; and

WHEREAS, under the provisions of the Disaster Mitigation Act of 2000, local governments that complete Pre-Disaster Hazard Mitigation Plans will remain eligible for federal mitigation funding; and

WHEREAS, the City of Eatonton has completed the required five-year update to the Pre-Disaster Hazard Mitigation Plan that fulfills the federal requirements of the Disaster Mitigation Act of 2000; and

WHEREAS, the updated Putnam County Pre-Disaster Hazard Mitigation Plan has been presented for public comment and reviewed by federal, state, and local agencies, and was revised to reflect their concerns.

NOW, THEREFORE, BE IT RESOLVED that the City of Eatonton formally adopts the Putnam County Pre-Disaster Hazard Mitigation Plan 2017 Update.

RESOLVED THIS 6th DAY OF NOVEMBER, 2017

BY: ____________________________
Walter C. Rocker, Jr., Mayor

ATTEST: ____________________________
Sarah Abrams, City Clerk
October 17, 2017

Honorable Stephen Hersey  
Chairman  
Putnam County Board of Commissioners  
117 Putnam Drive, Suite A  
Eatonton, Georgia 31024

Dear Commissioner Hersey:

The Federal Emergency Management Agency (FEMA) has completed its review of the Putnam County Multi-Jurisdictional Hazard Mitigation Plan for compliance with the programmatic requirements of the Federal Hazard Mitigation Planning Standards contained in 44 CFR Section 201.6(b)-(d). FEMA has determined that the Putnam County Hazard Mitigation Plan Update is compliant with Federal standards, subject to formal community adoption.

The county and each municipality must pass individual resolutions adopting the Plan. Please forward the adopted and signed resolutions to Shelby Meyers, Hazard Mitigation Planning Specialist, so that we may submit them to FEMA for inclusion in your plan for formal federal review and approval. Upon submittal of a copy of the participating jurisdictions’ adoption documentation as well as documentation of the final public meeting, FEMA will issue formal approval of the Putnam County Multi-jurisdictional Mitigation Plan. Should you have any questions or need additional information, please contact Shelby Meyers, Hazard Mitigation Planning Specialist, at (912) 478-7939.

Sincerely,

Terry K. Dunn  
Hazard Mitigation Manager

tkl/slm

cc: Howard Sills, Director  
    Putnam County Emergency Management Agency  
    Putnam County Municipalities  
    Collin Hopf, Area Coordinator  
    Georgia Emergency Management Agency/Homeland Security
RESOLUTION

A RESOLUTION by the Council of the City of Eatonton, Georgia urging the Georgia General Assembly to oppose de-annexation legislation to create new municipalities and for other purposes.

WHEREAS, the City of Stockbridge is a municipal corporation located within Henry County, Georgia duly organized and existing under the laws of the State of Georgia and is charged with providing public services to residents located within its corporate limits;

WHEREAS, under the Constitution and laws of the State of Georgia, the General Assembly may amend the corporate limits of any municipal corporation;

WHEREAS, legislation has been introduced in the Georgia General Assembly to de-annex portions of the City of Stockbridge in order to create a new municipality;

WHEREAS, neither the governing body of the City of Stockbridge nor the voters of the City of Stockbridge have consented to the introduction or passage of this legislation;

WHEREAS, the entire membership of the Georgia Municipal Association was unanimous in supporting the position in its 2018 Legislative Policies that portions of existing municipalities should not be de-annexed to create new municipalities unless consented to by the governing body of the existing municipality or the voters of the existing municipality; and

WHEREAS, the governing body of the City of Eatonton wishes to express its support for and solidarity with the City of Stockbridge in opposing the de-annexation legislation that has been introduced.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Eatonton, Georgia as follows:

Section 1. Opposition to De-Annexation Legislation to Create New Municipalities. – The Mayor and Council of the City of Eatonton hereby urge the members of the Georgia General Assembly to oppose any de-annexation legislation that is inconsistent with the 2018 Legislative Policies adopted by the Georgia Municipal Association.

Section 2. Approval of Execution – The Mayor is hereby authorized to sign all documents and to perform all other acts necessary to effectuate this Resolution on behalf of the City of Eatonton. The City Clerk is authorized to execute, attest to, and seal any document which may be necessary to effectuate this Resolution, subject to approval as to form by the City Attorney.

Section 3. Severability - To the extent any portion of this Resolution is declared to be invalid, unenforceable, or non-binding, that shall not affect the remaining portions of this Resolution.
Section 4. Repeal of Conflicting Provisions - All City resolutions inconsistent with this Resolution are hereby repealed.

Section 5. Effective Date - This Resolution shall be effective on the date of its approval by the City Council.

APPROVED AND ADOPTED this 6th day of November, 2017.

CITY OF EATONTON, GEORGIA

Mr. Walter C. Rocker, Jr., Mayor

Mr. Harvey Walker, Jr., Mayor Pro Tem

Mr. Alvin Butts

Ms. Teresa Doster

Mr. James A. Gorley

Mr. Charles Haley

Mr. William Mangum

Ms. Alma Stokes

ATTEST: Ms. Sarah Abrams
Clerk, City of Eatonton, Georgia
October 16, 2017

Mayor and Council Members of all Georgia Municipalities

Re: Request for Resolution in Support of Georgia Municipal Association Legislative Policy Regarding De-annexation Legislation to Create New Municipalities

Dear Colleagues:

We are writing to express our sincere gratitude for the overwhelming support we received from the entire membership of the Georgia Municipal Association at our June Convention.

As you will recall, a number of bills have been introduced in the General Assembly which would de-annex large portions of the City of Stockbridge in order to create a new city of Eagles Landing. This would have a devastating impact on the City of Stockbridge, taking away nearly 45 percent of the City’s acreage and an estimated 58 percent of the City’s operating revenue.

This unprecedented legislation is not just a local matter only of concern to Henry County and the Stockbridge area. This could set a very dangerous precedent for every municipality in the State of Georgia and could potentially pit cities against each other, breaking up long-standing communities.

The entire membership of the Georgia Municipal Association was unanimous in supporting the position in the GMA 2018 Legislative Policies that portions of existing municipalities should not be de-annexed to create new municipalities unless consented to by the governing body of the existing municipality or the voters of the existing municipality. We greatly appreciate what was done in Savannah and are now asking that our sister cities continue to support our efforts by adopting a resolution reaffirming the vote that was taken by the GMA membership in June.
We have attached a sample resolution which we are humbly requesting that your Mayor and Council adopt at their earliest opportunity. Again, we thank you for your help in this very important effort.

Very truly yours,

Judy Neal
Mayor

John Blount
Council Member

LaKeisha Gantt
Council Member

Elton Alexander
Council Member

Anthony S. Ford
Council Member

Neat Robinson
Council Member
A RESOLUTION TO ADD MEMBERSHIP IN A FUND OF GEORGIA INTERLOCAL RISK MANAGEMENT AGENCY (GIRMA)

WHEREAS, the City of Eatonton, located in Putnam County, Georgia ("Public Entity") is a current member of the Georgia Interlocal Risk Management Agency (hereafter GIRMA), an interlocal risk management agency formed pursuant to Chapter 85 of Title 36 of the Official Code of Georgia Annotated; and

WHEREAS, the governing authority of Public Entity is currently a member of a GIRMA Fund and desires to add membership in an additional GIRMA Fund; and

WHEREAS, the governing authority of Public Entity has reviewed the Fund Election Form attached as Appendix A and finds that it is in the best interest of its citizens for Public Entity to be a member of the Funds indicated on the Fund Election Form;

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

1. The Mayor of Public Entity is authorized to execute the GIRMA Fund Election Form attached as Appendix A on behalf of Public Entity and all documents necessary for membership in the GIRMA Funds elected on the Form.
2. The Mayor of Public Entity is designated as Public Entity’s representative to GIRMA.
3. Public Entity may change its representative by making a written request to Georgia Municipal Association, Inc., the Program Administrator for GIRMA.
4. This resolution shall be effective on the date of adoption.

Adopted this 6th day of November, 2017    City of Eatonton, Georgia

By: ________________________________

Walter C. Rocker, Jr., Mayor

Attest: ________________________________

Sarah E. Abrams, City Clerk
Georgia Interlocal Risk Management Agency ("GIRMA")

GIRMA Fund A Participation Statement and GIRMA Fund B Election Form

Name of GIRMA Member: ______________________

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.

**Fund A Participation Statement:** Until January 1, 2018, GIRMA offered only Fund A, which is a combination of property damage, motor vehicle liability and general liability coverage. **As a GIRMA Member who joined GIRMA before January 1, 2018, the entity named above is a member of GIRMA's Fund A.** The Coverage Description for GIRMA provided before January 1, 2018 is also the Coverage Description for Fund A.

**Fund B Application Information:** GIRMA will establish Fund B on January 1, 2018. Fund B will provide fully-insured lump sum cancer coverage and disability coverage for firefighters that meet the requirements of Georgia law. A coverage description for Fund B will be filed with the Georgia Department of Insurance and made available to Fund B members upon request after approval of membership in Fund B by Georgia Municipal Association, Inc., the Program Administrator for GIRMA, and the insurance carrier.

In order to join Fund B, GIRMA Members in Fund A must complete a Resolution to Add Membership in a GIRMA Fund similar to the sample Resolution attached, and must complete the attached Firefighter Cancer Coverage Application and Participation Agreement. Membership in Fund B is effective when the Application is approved by the Program Administrator and the carrier.
GMA - GIRMA Firefighters' Cancer Benefit Program
Proposal for Coverage

Effective Date: January 1, 2018  
Anniversary Date: January 1

City Name: City of Eatonton  
City FCC ID Number: 0000084  
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.

<table>
<thead>
<tr>
<th>Component 1: Lump Sum Cancer Benefit – All Firefighters</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maximum Benefit each diagnosis: $6,250 (less severe forms of cancer)</td>
</tr>
<tr>
<td>Lifetime Benefit per firefighter: $25,000 (severe forms of cancer)</td>
</tr>
<tr>
<td>$50,000</td>
</tr>
<tr>
<td>Lump Sum Cancer Benefit Only: Estimated Annual Premium for All Firefighters: $1,498</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Component 2: Long-Term Disability (Income Replacement)</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Employed Firefighters</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monthly benefit: 60% of pre-disability firefighter earnings</td>
</tr>
<tr>
<td>Estimated Annual Premium for Employed Firefighters: $83</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Volunteer Firefighters</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monthly Benefit per firefighter: $5,000</td>
</tr>
<tr>
<td>Estimated Annual Premium for Volunteer Firefighters: $599</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Long-Term Disability Only (Income Replacement)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Estimated Annual Premium for All Firefighters: $642</td>
</tr>
</tbody>
</table>

| Estimated Annual Premium for Components 1 & 2: Lump Sum Cancer Benefit + Long Term Disability (Income Replacement): $2,140 |

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 (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: ___________
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).

10/19/2017
House Bill 146 (AS PASSED HOUSE AND SENATE)
By: Representatives Gravley of the 67th, Strickland of the 111th, Meadows of the 5th, Coomer of the 14th, Powell of the 171st, and others

A BILL TO BE ENTITLED
AN ACT

To amend Code Section 25-3-23 of the Official Code of Georgia Annotated, relating to general requirements for legally organized fire departments, so as to require such fire departments to provide and maintain certain insurance coverage for firefighters; to provide methods for funding; to provide for rules and regulations; to amend Chapter 85 of Title 36 of the Official Code of Georgia Annotated, relating to interlocal risk management agencies, so as to change certain provisions relating to definitions; to change certain provisions relating to formation and functions of such agencies; to change certain provisions relating to certificates of authority and applications; to amend Code Section 48-7-27 of the Official Code of Georgia Annotated, relating to computation of Georgia taxable net income, so as to provide an exemption for benefits received from and a deduction for premiums paid for said insurance coverage for firefighters; to provide an effective date; to repeal conflicting laws; and for other purposes.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF GEORGIA:

SECTION 1.

Code Section 25-3-23 of the Official Code of Georgia Annotated, relating to general requirements for legally organized fire departments, is amended by revising subsections (b) and (c) as follows:

(b)(1) A legally organized fire department shall purchase provide and maintain sufficient insurance coverage on each member of the fire department to pay claims for injuries sustained en route to, during, and returning from fire calls or other emergencies and disasters and scheduled training sessions.

(2)(A) As used in this paragraph, the term:

(i) 'Cancer' means bladder, blood, brain, breast, cervical, esophageal, intestinal, kidney, lymphatic, lung, prostate, rectum, respiratory tract, skin, testicular, and thyroid cancer; leukemia; multiple myeloma; or non-Hodgkin's lymphoma.

(ii) 'Firefighter' means a firefighter as defined in Code Section 25-4-2.
(iii) 'Volunteer' means a volunteer as defined in Code Section 25-4-2.

(B) On and after January 1, 2018, a legally organized fire department shall provide and maintain sufficient insurance coverage on each member of the fire department who is a firefighter to pay claims for cancer diagnosed after having served 12 consecutive months as a firefighter with such fire department. Such insurance benefits shall include at minimum the following:

(i) A lump sum benefit of $25,000.00 subject to limitations specified in the insurance contract and based on severity of cancer and payable to such firefighter upon submission to the insurance carrier or other payor of acceptable proof of diagnosis by a physician board certified in the medical specialty appropriate for the type of cancer involved that there are one or more malignant tumors characterized by the uncontrollable and abnormal growth and spread of malignant cells with invasion of normal tissue and that:

(a) Surgery, radiotherapy, or chemotherapy is medically necessary;

(b) There is metastasis; or

(c) The firefighter has terminal cancer, is expected to die within 24 months or less from the date of diagnosis, and will not benefit from, or has exhausted, curative therapy; or

(ii) A lump sum benefit of $6,250.00 subject to limitations specified in the insurance contract and based on severity of cancer and payable to such firefighter upon submission to the insurance carrier or other payor of acceptable proof of diagnosis by a physician board certified in the medical specialty appropriate for the type of cancer involved that:

(a) There is carcinoma in situ such that surgery, radiotherapy, or chemotherapy has been determined to be medically necessary;

(b) There are malignant tumors which are treated by endoscopic procedures alone;

(c) There are malignant melanomas; or

(d) There is a tumor of the prostate, provided that it is treated with radical prostatectomy or external beam therapy; and

(ii) Payable as a result of a specific injury or illness to begin six months after disability and submission to the insurance carrier or other payor of acceptable proof of disability precluding service as a firefighter and continuing for up to 36 consecutive monthly payments:

(I) A monthly benefit equal to 60 percent of the member's monthly salary as an employed firefighter with the fire department or a monthly benefit of $5,000.00, whichever is less; or
(II) If the member is a volunteer, a monthly benefit of $1,500.00.

The benefit under subdivision (I) or (II) of this division, as applicable, shall be subordinate to any other benefit actually paid to the firefighter for such disability from any other source, not including insurance purchased solely by the firefighter, and shall be limited to the difference between the amount of such other paid benefit and the amount specified under subdivision (I) or (II) of this division, as applicable.

(C) The combined total of all benefits received by any firefighter under subdivisions (B)(i)(I) and (B)(ii)(I) of this paragraph during his or her lifetime shall not exceed $50,000.00.

(D) With the exception of the benefit under subdivision (B)(ii)(I) of this paragraph, any person who was simultaneously a member of more than one fire department at the time of diagnosis shall not be entitled to receive benefits under this paragraph from or on behalf of more than one of such fire departments. In the event a volunteer of one fire department is simultaneously employed by another fire department, the fire department for which such person is a volunteer shall not be required to maintain the coverage on such volunteer otherwise required under this subsection during the period of such employment. Any member who receives benefits under division (ii) of subparagraph (B) of this paragraph may be required to have his or her condition reevaluated; in the event any such reevaluation reveals that such person has regained the ability to perform duties as a firefighter, then his or her benefits under division (ii) of subparagraph (B) of this paragraph shall cease. Benefits under said division shall also cease upon the death of such person. A member who, after at least one year as a firefighter, departs from employment, ceases to be an active volunteer, or retires shall be entitled to continue his or her coverage under this paragraph through a continuation or conversion to individual coverage. The departing member shall be responsible for payment of all premiums.

(E) In addition to any other purpose authorized under Chapter 8 of Title 33, county governing authorities and municipal governing authorities may use proceeds from county and municipal taxes imposed under said chapter for purposes of providing insurance pursuant to this paragraph.

(F) Funds received as premiums for the coverages specified in this paragraph shall not be subject to premium taxes under Chapter 8 of Title 33.

(G) The computation of premium amounts by an insurer for the coverages under this paragraph shall be subject to generally accepted adjustments from insurance underwriting.

(c) On and after July 1, 1998, the Georgia Firefighter Standards and Training Council shall be authorized, by rules and regulations, to adopt such rules and regulations as are

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- 3 -
reasonable and necessary to implement the provisions of this Code section and to establish
and modify minimum requirements for all fire departments operating in this state, provided
that such requirements are equal to or exceed the requirements provided in subsections (a)
and (b) of this Code section."

SECTION 2.

Chapter 85 of Title 36 of the Official Code of Georgia Annotated, relating to interlocal risk
management agencies, is amended in Code Section 36-85-1, relating to definitions, by
revising paragraphs (6) and (8) as follows:

"(6) 'Group self-insurance fund' or 'fund' means a pool of public moneys established by
an interlocal risk management agency from contributions of its members in order to pool
the risks of accident, disability, supplemental medical, general liability, motor vehicle
liability, property damage, or any combination of such risks."

"(8) 'Interlocal risk management program' means a plan and activities carried out under
such plan by an interlocal risk management agency to reduce risk of loss on account of
accident, disability, supplemental medical, general liability, motor vehicle liability, or
property damage, including safety engineering and other loss prevention and control
techniques, and to administer one or more group self-insurance funds, including the
processing and defense of claims brought against members of the agency."

SECTION 3.

Said chapter is further amended in Code Section 36-85-2, relating to the formation and
functions of interlocal risk management agencies, by revising paragraph (4) of subsection (a)
as follows:

"(4) Jointly purchase accident, disability, supplemental medical, general liability, motor
vehicle liability, or property damage insurance with other municipalities or counties
participating in and belonging to the interlocal risk management agency, the participating
municipalities or counties to be coinsured under a master policy or policies with the total
premium apportioned among such participants."

SECTION 4.

Said chapter is further amended in Code Section 36-85-5, relating to certificates of authority
and applications, by revising subsection (d) as follows:

"(d) A fund authorized by this chapter may be established by an agency only if the agency
has enrolled members which:

(1) For each motor vehicle liability and general liability fund shall generate an annual
gross premium of not less than $300,000.00;"
(2) For each property damage fund shall generate an annual gross premium of not less than $200,000.00;

(3) For each fund which includes motor vehicle liability or general liability with property damage shall generate an annual gross premium of not less than $500,000.00; or

(4) For each fund which includes motor vehicle liability, general liability, and property damage shall generate an annual gross premium of not less than $800,000.00; or

(5) For each fund which includes accident, disability, or supplemental medical coverage shall generate an annual gross premium of not less than $500,000.00.*

SECTION 5.

Code Section 48-7-27 of the Official Code of Georgia Annotated, relating to computation of Georgia taxable net income, is amended in subsection (a) by adding new paragraph to read as follows:

"(12.2) Payments received by a firefighter pursuant to paragraph (2) of subsection (b) of Code Section 25-3-23, to any extent such amounts are included in the taxpayer's federal adjusted gross income and are not otherwise exempt under any other provision of this Code section;

(12.3) An amount equal to 100 percent of any premium paid by the individual taxpayer during the taxable year for coverage pursuant to paragraph (2) of subsection (b) of Code Section 25-3-23, to any extent such deduction has not been included in the taxpayer's federal adjusted gross income and such amount is not otherwise deductible under any other provision of this Code section."*

SECTION 6.

This Act shall become effective on January 1, 2018.

SECTION 7.

All laws and parts of laws in conflict with this Act are repealed.
Resolution to Amend Chapter 14 of the Code of Ordinances by Adding Article IV
(Blighted Property)

**BE IT RESOLVED,** that Chapter 14 of the Code of Ordinances, City of Eatonton, Georgia is amended by adding Article IV (Blighted Property), Sections 14-101 through 14-107, which Article shall read as follows:

**ARTICLE IV. BLIGHTED PROPERTY**

**Sec. 14-101. - Definitions.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Blighted,* as applied to a piece of property, means that property is being maintained in a blighted condition.

*Millage rate* means only the general millage rate for city maintenance and operations.

*Public officer* means the building inspector, city marshal, city administrator, police officer or any other city official who is authorized by law and this Code to exercise the powers prescribed by this section, or any agent of such officer or officers, or any other employee, officer or officers designated by the city administrator for purposes of this section.

**Sec. 14-102. - Blighted condition designation.**

For the property in question to be subject to official identification as blighted and subject to increased taxation, the property must be determined to be:

1. Unfit for human habitation or unfit for commercial, industrial, or business use and not in compliance with applicable codes; or
2. Vacant and being used in connection with the commission of drug crimes or other criminal activity; or
3. Constituting an endangerment to the public health or safety because of unsanitary or unsafe conditions; and
4. Not a dwelling house, which is being used as the primary residence of one or more persons.

**Sec. 14-103. - Procedure for identification of property as blighted.**

The procedure for official identification of real property as blighted includes:

1. A request from a public officer or at least five residents of the city charging that any building, structure or property meets criteria described in section 14-102.
(2) An investigation or inspection by a public officer and determination that the property in question meets the criteria described in section 14-102.

(3) A public officer's issuance of a complaint in rem against the property. The complaint shall state which condition(s) under section 14-102 exist(s) on the property and what steps should be taken to remediate the property.

(4) A public officer's causing a summons and a copy of the complaint to be mailed via certified mail to the owner of the property. The owner is anyone revealed by a certification of title to the real property conducted in accordance with the title standards of the State Bar of Georgia. The summons shall notify the interested parties that a hearing will be held before the municipal court of the city (hereinafter "municipal court") at a date and time certain. Such hearing shall be held not less than 15 days nor more than 45 days after the filing of said complaint. The interested parties shall have the right to file an answer to the complaint and to appear in person or by attorney and offer testimony at the time and place fixed for hearing.

(5) If after such notice and hearing, the municipal court determines that the dwelling, building or structure in question meets the criteria in section 14-102, the court shall state in writing findings of fact in support of such determination and shall issue and cause its written findings to be served upon the interested parties that have answered the complaint or appeared at the hearing an order.

(6) No property shall be designated as blighted unless the municipal court of Eatonton enters an order that finds the property in question meets the criteria described in section 14-102 (1), (2) or (3). This order constitutes official identification of real property as maintained in a blighted condition.

(7) If the municipal court finds that the property is blighted, it shall, in the same order, list what must be done to remove the blighted condition designation, and give the owner a deadline in which to finish the work.

Sec. 14-104. - Imposition of increased tax rate.

Property, which has been officially designated as blighted, shall be subject to an increased rate of city ad valorem taxation equivalent to seven times the normal millage rate applied to the property, applied at the time of the issuance of the subsequent tax bill, as provided by general law. The increased rate continues to be applied to all subsequent tax bills until the property's designation as maintained in a blighted condition is removed as provided in this section. This increased rate of taxation and the official identification of the property as blighted remain with the property if transferred to another owner.

Sec. 14-105. - Revenue segregated.

Revenue collected from increases in rate of ad valorem taxation may be segregated and applied to community redevelopment purposes.

Sec. 14-106. - Remediation.
The property in question may be rehabilitated at any time through remedial actions or redevelopment that conforms with the municipal court order setting forth what must be done to remove the identification of the property as maintained in a blighted condition. Owner may request removal of the property's designation as blighted from the city administrator or from the municipal court upon proper proof, including an inspection by a public officer, that the property has been remediated and now conforms with the court order listing what must be done to remove the identification of the property as blighted. The city administrator shall be notified in writing ten days before any hearing in the municipal court.

Sec. 14-107. - Remediation property tax rate.

Property which has had its designation as maintained in a blighted condition removed as provided in this section will become eligible for a decrease in the rate of city ad valorem taxation equivalent to 50 percent of the normal millage rate applied to the property, applied at the time of issuance of the subsequent tax bill, as provided by general law. This decreased rate is applied to three years tax bills.