

LOCUST GROVE POLICE DEPARTMENT

Monthly Status Report

Mission Statement

It is the mission of the Locust Grove Police Department to enhance the quality of life in the City of Locust Grove, by working cooperatively with this community as we enforce the laws and preserve the peace. We are committed to providing professional and effective police services and strive to protect the rights and safety of our citizens and the community we serve.

	OCT 2023	OCT 2024
NIBRS Group A Crimes	59	39
NIBRS Group B Crimes	39	35

Patrol Division

Total Calls for Service	1,369	1,287
Miles Patrolled	16,132	19,529
Incident reports	151	150
Accident Reports	81	63
Total Citations Written	414	347
Total Warnings Written	193	140
Arrests	40	49

Criminal Investigations 2024 YTD

Assigned Cases	32	372
Closed Cases	21	340
Open Cases	-	32

Municipal Court

Total Fines Collected	\$75,674.00	\$91,170.00
Probated Fines	\$36,110.00	\$18,552.00

Departmental Training

Total Hours	189	376
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COMMUNITY DEVELOPMENT DEPARTMENT REPORT
(As of 11/12/2024) vs. this same time in 2023

- **1310 permits issued in 2024**
Year 2023: 1361

- **182 new house permits issued in 2024**
Year 2023: 184

- **188 COs issued in 2024**
Year 2023: 186
 - **Residential = 157**
 - **Year 2023: 151**
 - **Commercial = 68**
 - **Year 2023: 66**

- **576 Business Licenses issued in 2024**
Year 2023: 440

2024 Active Developments, Under Review, Permitted, or Coming Soon				
	<u>Residential</u>	<u>Commercial</u>	<u>Industrial</u>	<u>Capital Project</u>
1	Bunn Farms Phases 2 & 3	Humanity Institute (partial grading permit issued)	CJS Truck Parking (partial LDP issued)	Extra Lane on Hwy 42 (future)
2	Locust Grove Station Pine Valley	C-Store Indian Creek (under construction)	Norfolk Southern (future intermodal dev.)	Peeksville Road Extension (future)
3	Elmstone Commons	Strong Rock Container Bldgs. (permitted)	Bowery Farms (paused)	MMIP/Bethlehem Road Interchange (2025/2026)
4	Liberty Grove/Derrington Manor	Commercial Suites next to Express Oil (coming soon)	Renewal by Anderson (under construction)	Traffic Signal Hwy. 42 at Bethlehem Road (complete)
5	Bridle Creek	Publix (LDP issued)	Walker Crossing Truck Parking (paused)	Price Drive Extension (under construction)
6	Collinswood	Spring Hill Suites by Marriott (under construction)	Building C Price Drive (under construction)	Bill Gardner Pkwy. Improvement to Hwy. 155 (future)
7	River Oaks	UHAUL storage (coming soon)	Zip Hinton's Truck Parking (no permit issued)	Locust Grove Griffen Road Roundabout at Hosanna Road (permitted)
8	Wentworth	Tanger Blvd. self storage (coming soon)		
9	Locust Grove Station Pod B	HC Tag Office Locust Grove Tanger Blvd. (LDP ready - no permit)		
10	Cedar Ridge Pod D			
11	Oak Ridge Meadows Pod E			
12	Nine Oak Phase 2 & 3			
13	Peeksville Landing			
14	Dawson Creek subdivision			
15	Copperfield subdivision			
16	RangeWater Real Estate Multi-family (paused)			
17	Berkley Lakes			
18	Pine Valley			
19	The Springs (LDP and Bldg. Permits issued)			
20	Evergreen (L.G. Griffen Road at Hosanna)			
21	Bridle Creek Phase 2B			



Administration Department

P. O. Box 900
Locust Grove, Georgia 30248

Phone: (770) 957-5043
Facsimile (866) 364-0996

Item Coversheet

Item: Ordinance on Council Meetings for 2025

Action Item: Yes No

Public Hearing Item: Yes No

Executive Session Item: Yes No

Advertised Date: Henry Herald in December 2024 and January 2025

Budget Item: 100-5-1110-523310 – Public Notices (operating expense)

Date Received: November 14, 2024

Workshop Date: November 18, 2024

Regular Meeting Date: December 2, 2024

Discussion:

Attached is the DRAFT ordinance for the 2025 Calendar of Meetings for the Mayor and City Council. The draft calendar holds to the traditional 1st and 3rd Monday of each month unless otherwise taken by a given Federal and/or locally observed holiday. The draft notes those dates that conflict with Henry County Schools break times along with those months containing 5 Mondays.

Recommendation:

TBD

ORDINANCE NO. _____

TO PRESCRIBE THE SCHEDULING OF REGULAR MEETINGS OF THE MAYOR AND COUNCIL OF THE CITY OF LOCUST GROVE FOR THE CALENDAR YEAR 2025 PURSUANT TO SECTION 2.31 OF THE CITY CHARTER; TO AUTHORIZE THE CITY CLERK TO POST AND PUBLISH NOTICE OF SUCH MEETINGS; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

THE COUNCIL OF THE CITY OF LOCUST GROVE HEREBY ORDAINS

SECTION 1. Scheduling of Regular Meetings. Pursuant to Section 2.31 of the City Charter, the Mayor and Council hereby announce that they shall meet on a regular basis on the first (1st) and third (3rd) Monday of each month, except as otherwise noted by asterisk (*) below. Although the first and third Monday is scheduled for regular meetings and workshops, the Mayor and Council reserve the right to assemble and conduct official business on that date in the manner prescribed by law. The dates for the meetings shall be as follows:

REGULAR MEETING DATES

January 6, 2025
February 3, 2025
March 3, 2025
April 7, 2025 (Spring Break)
May 5, 2025
June 2, 2025
July 7, 2025
August 4, 2025
September 2, 2025* (Tuesday)
October 6, 2025
November 3, 2025
December 1, 2025

WORKSHOP MEETING DATES

January 21, 2025* (Tuesday)
February 17, 2025 (Winter Break)
March 17, 2025 [5 Mondays]
April 21, 2025
May 19, 2025
June 16, 2025 [5 Mondays]
July 21, 2025
August 18, 2025
September 15, 2024 (fall Break/5 M)
October 20, 2025
November 17, 2025
December 15, 2025 (5 Mondays)

The meetings shall take place in the Courtroom/Council Chambers at the Locust Grove Public Safety Building at 3640 Highway 42, Locust Grove, GA 30248. They shall begin at **6:00 P.M.** and may be continued or adjourned as necessary. Notwithstanding any designation to the contrary, the Mayor and Council reserve the right to transact business without limitation at such meetings to the extent permitted by applicable law.

SECTION 2. Authorization to Publish and Post Schedule. The City Clerk is hereby authorized and directed to post a schedule of regular meetings in City Hall and to publish notice of the same in the legal organ.

SECTION 3.

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

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

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

SECTION 4. Repeal of Conflicting Provision. Except as otherwise provided herein, all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 5. Effective Date. This ordinance shall become effective immediately upon its adoption by the Mayor and Council of the City of Locust Grove.

SO ORDAINED this __th day of December, 2024.

CARLOS GREER, Mayor

ATTEST:

MISTY SPURLING, City Clerk
(Seal)

APPROVED AS TO FORM:

CITY ATTORNEY



Administration Department

P. O. Box 900
Locust Grove, Georgia 30248

Phone: (770) 957-5043
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Item Coversheet

Item: Resolution for GIRMA PTSD Fund Participation

Action Item: Yes No

Public Hearing Item: Yes No

Executive Session Item: Yes No

Advertised Date: N/A

Budget Item: 100-5-3230-523100 / 100-5-7220-523100 Risk Management Insurance

Date Received: November 14, 2024

Workshop Date: November 18, 2024

Regular Meeting Date: December 2, 2024

Discussion:

Attached is the DRAFT resolution to approve participation in the GIRMA Interlocal Risk Program for PTSD as established by recent Georgia House Legislation regarding the treatment and care of first responders for traumatic stress events that involves a one-time payout along with short-term and long-term disability benefits.

This resolution allows the City to participate in this program with GIRMA, who currently handles all of our risk management policies for casualty losses and liability.

Recommendation:

TBD

RESOLUTION 24-12

**A RESOLUTION TO ADD MEMBERSHIP BY THE CITY OF
LOCUST GROVE, GEORGIA IN A FUND OF GEORGIA
INTERLOCAL RISK MANAGEMENT AGENCY (GIRMA);
AND FOR OTHER MATTERS**

WHEREAS, the Public Entity of the City of Locust Grove, located in Henry County, Georgia (hereafter "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 the Application and Participation Agreement applicable to the Fund and finds that it is in the best interest of its residents for Public Entity to be a member of the Fund indicated on the Fund Election Form;

WHEREAS, the Mayor and Council desire to approve the Application and Participation Agreement for the benefit of its first responders as being in the best interest of the citizens of Locust Grove;

NOW, THEREFORE, THE MAYOR AND COUNCIL HEREBY RESOLVE, as follows:

Section 1. Approval by the Public Entity. The Mayor of Locust Grove is authorized to act on behalf of Public Entity to elect membership in the Fund identified in the Election Form attached as attached hereto as **Exhibit "A"** by executing the Application and Participation Agreement for such GIRMA Fund.

Section 2. Designated Representative. The City Manager of the City of Locust Grove is designated as Public Entity's representative to GIRMA for purposes of Fund participation. The Public Entity change its representative at a later date by making a written request to the Georgia Municipal Association, Inc., the program administrator for GIRMA.

Section 3. General Authority. From and after the execution and delivery of the First Amendment, the proper officers, directors, members, agents and employees of the City are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of said documents as executed and are further authorized to take any and all further actions and to execute and deliver any and all other documents and certificates as may be necessary or desirable in connection with this Intergovernmental Agreement.

Section 4. Actions Approved and Confirmed. All acts and doings of the officers, directors, members, agents and employees of the City which are in conformity with the purposes and intents of this Resolution and the execution, delivery and performance of the agreements authorized by this Resolution are, in all respects, approved and confirmed.

Section 5. Severability of Invalid Provisions. If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements and provisions.

Section 6. Repealing Clause. All resolutions or parts thereof of the City in conflict with the provisions herein contained or contained in the Resolution are, to the extent of such conflict, hereby superseded and repealed.

Adopted and approved by the Mayor and Council this ____ day of _____, 2024.

CITY OF LOCUST GROVE

(SEAL)

By: _____
CARLOS GREER, Mayor

Attest:

By: _____
MISTY SPURLING, City Clerk

Approved as to Form:

By: _____
CITY ATTORNEY

EXHIBIT "A"

APPLICATION AND PARTICIPATION AGREEMENT
WITH GIRMA

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

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

Who Does What?

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

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

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

Employer Obligations:

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

Benefits Exempt from Income Tax:

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

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

Information Privacy and Security:

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

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

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

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

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

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

Signature: _____ Date: _____

Print Name: _____ Title: _____

Privacy Notice for Georgia First Responders PTSD Program

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

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

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

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

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

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

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

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

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

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

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

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

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

PROTECTION OF INDIVIDUALLY IDENTIFIABLE INFORMATION

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

**A RESOLUTION TO ADD MEMBERSHIP IN A FUND OF GEORGIA INTERLOCAL RISK
MANAGEMENT AGENCY (GIRMA)**

WHEREAS, the Public Entity of _____, located in _____ 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 the Application and Participation Agreement applicable to the Fund and finds that it is in the best interest of its residents for Public Entity to be a member of the Fund indicated 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 act on behalf of Public Entity to elect membership in the Fund identified in the Election Form attached as Appendix A by executing the the Application and Participation Agreement for such GIRMA Fund.
2. The [Insert title of Chief Officer] of Public Entity is designated as Public Entity's representative to GIRMA for purposes of Fund participation.
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 _____ 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 A

Georgia Interlocal Risk Management Agency (“GIRMA”) Fund C Election Form for Existing GIRMA Members

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.

This election form is for use by current GIRMA Members who wish to join GIRMA Fund C and thereby offer PTSD Benefits to eligible First Responders.

Fund C Application Information: GIRMA established Fund C on September 4, 2024. Fund C will provide fully- insured lump sum benefits and disability benefits for first responders entitled to such benefits under the Ashley Wilson Act. A coverage description for Fund C has been filed with the Georgia Department of Insurance and will be made available to Fund C members after approval of membership in Fund C by Georgia Municipal Association, Inc., the Program Administrator for GIRMA, and the insurance carrier.

To join Fund C, the governing body of the GIRMA Member must adopt a Resolution to Add Membership in a GIRMA Fund and the individual authorized to serve as the Public Entity’s primary contact for Fund participation must complete and sign the First Responder PTSD Application and Participation Agreement. Membership in Fund C is effective when the Application is approved by the Program Administrator and the carrier.



GMA - GIRMA Georgia First Responder PTSD Program Proposal for Coverage

Effective Date: January 1, 2025

Anniversary Date: January 1

Member: City of Locust Grove

Member Number: 0000146

Insurer: Metropolitan Life Insurance Company (MetLife)

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

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

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

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

Component 1: Lump Sum PTSD Diagnosis Benefit –		
All First Responders		
Lifetime Benefit per first responder:	\$3,000	(Mandated Limit)
Lump Sum PTSD Diagnosis Benefit - Estimated Annual Premium for All First Responders:		\$1,334.00

Component 2: PTSD Disability Limit		
Employed First Responders		
Monthly benefit:	60% of pre-disability first responder earnings	
Maximum monthly benefit per first responder:	\$5,000	
Estimated Annual Premium for Employed First Responders:		\$2,958.00
Volunteer First Responders		
Monthly Benefit per first responder:	\$1,500	
Estimated Annual Premium for Volunteer First Responders:		\$0.00
PTSD Disability Limit – Estimated Annual Premium for All First Responders:		\$2,958.00
Estimated Annual Premium for Components 1 & 2: Lump Sum PTSD Diagnosis Benefit and PTSD Disability Benefit		\$4,292.00

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

11/4/2024



Optional Limits for Consideration:

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

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

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

Lump Sum PTSD Diagnosis Limit	Total Premium Cost at Higher Limit	Check to increase limit
\$5,000	\$4,582.00	
\$10,000	\$5,336.00	
\$15,000	\$6,090.00	

PTSD Disability Benefit (Class 2 Volunteers ONLY)	Total Premium Cost at Higher Limit	Check to increase limit
\$2,000	\$4,292.00	

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

City Name: _____

Name of Authorized City Employee: _____

Title of Authorized City Employee: _____

Signature of Authorized City Employee: _____

Date: _____

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

11/4/2024

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November 12, 2024

MEMORANDUM OF LAW

TO: Tim Young, Mayor and City Council
FROM: Andy Welch
RE: HB 581 – Local Option Homestead Exemption; Opting Out; Special Sales and Use Tax

INTRODUCTION

This November the proposed Constitutional Amendment for a local option homestead property tax exemption passed. It provides for counties, municipalities, and school systems to opt out of the exemption, as long as certain requirements are met by March 1, 2025. House Bill 581 (“HB 581”) takes effect on January 1, 2025. The purpose of this memorandum is to provide you with an explanation of the effects of the new homestead exemption and to outline the requirements the County/City would need to fulfill to opt out of the homestead exemption. Whether to opt out of the HB 581 homestead exemption would be a decision for the Board of Commissioners/City Council to make at the beginning of next year. This memorandum will also provide information on the special sales and use tax authorized by HB 581. Although HB 581 is not yet effective and would only take effect if the Constitutional Amendment is approved of by Georgia voters in November, it is important that each Commissioner/Councilmember understand the changes that would be brought about by HB 581 in order to begin deliberating about whether the County/City should take the necessary steps to opt out of the local option homestead exemption.

HOMESTEAD EXEMPTION

HB 581 would grant to each resident of the State an exemption on that person’s homestead from ad valorem taxes in an amount equal to the amount by which the current year assessed value of that homestead, including any final determination of value on

appeal, exceeds its previous adjusted base year assessed value. “Adjusted base year assessed value” means the sum of:

- i. The previous adjusted base year assessed value; and
- ii. An amount equal to the difference between the current year assessed value of the homestead and the base year assessed value of the homestead, provided that such amount shall not exceed the total of the previous adjusted base year assessed value of the homestead multiplied by the inflation rate for the prior year.

“Base year assessed value” means the assessed value, including any final determination of value on appeal, of the homestead from the taxable year immediately preceding the taxable year in which the exemption is first granted to the applicant.

Put simply, HB 581 would effectively cap the annual increase in the assessed value on which persons would have to pay property taxes on their homesteads. The cap would be based on an “inflationary index rate”, determined each year by the Commissioner of the Georgia Department of Revenue. The Commissioner is charged with promulgating a standardized method for determining annual inflationary index rates which will reflect the effects of inflation and deflation on the cost of living. The Commissioner may use the Consumer Price Index, or any other similar index established by the federal government, if the Commissioner determines that such federal index fairly reflects the effects of inflation and deflation on the residents of the State.

In the event there is another base year value homestead exemption provided by law with respect to the given taxing jurisdiction, the tax commissioner or tax receiver of the local government shall apply only the base year value homestead exemption that is larger or more beneficial for the taxpayer with respect to the particular taxing jurisdictions to which more than one base year value homestead exemption applies.

The impact of the inflationary index rate cap on the County’s/City’s tax base and collections from that base cannot presently be estimated with great accuracy, as we do not yet know how the “inflationary index rate” will be derived. However, the new homestead exemption created by HB 581 may result in the County/City not seeing the same year-over-year increase in property taxes collections as it currently does. Under the current law, property reassessments are based on the housing market, whereas under HB 581, the annual property

reassessments are capped based on what the Commissioner of the Department of Revenue determines should be the “inflationary index rate.”

For example, if in 2025 the tax assessor’s office were to determine that a particular homestead property’s appraised value should increase 5% based on comparable sales, but the Commissioner of the Department of Revenue imposes a 3% inflationary rate index, the homestead could only be re-assessed at a maximum of a 3% increase, rather than 5%.

**REQUIREMENTS TO OPT OUT OF LOCAL OPTION HOMESTEAD
PROPERTY TAX EXMPETION**

HB 581 allows the governing authority of any county, consolidated government, municipality, or school district to make an election to opt out of the local option homestead exemption through adoption of a resolution to do the same by **March 1, 2025**, after completing the following steps:

1. The governing authority must advertise its intent to opt out of the homestead exemption granted by subsection (b) of OCGA 48-5-44.2 (under the new HB 581) and conduct at least 3 public hearings thereon, at least one of which shall commence between the hours of 6:00 P.M. and 7:00 P.M., on a business weekday.
2. The governing authority shall place an advertisement in a newspaper of general circulation serving the residents of the political subdivision and post such advertisement on its website, which shall read as follows:

INTENT TO OPT OUT OF HOMESTEAD EXEMPTION

The (name of governing authority) intends to opt out of the statewide adjusted base year ad valorem homestead exemption for (name of the political subdivision).

All concerned citizens are invited to the public hearing on this matter to be held at (place of meeting) on (date and time).

Times and places of additional public hearings on this matter are at (place of meeting) on (date and time).

3. Simultaneously with the notice, the governing authority is required to provide a press release to the local media. The advertisement required shall appear at least one week prior to each hearing, be prominently displayed, be not less than 30 square inches, and **not** be placed in that section of the newspaper where legal notices

appear and must be posted on the appropriate website at least one week prior to each hearing. The levying or recommending authority also has the option of including in the notice (in addition to the other requirements listed above), reasons or explanations for its intention to opt out of the homestead exemption.

4. A copy of the resolution must be filed with the Secretary of State by **March 1, 2025**.

It appears that counties, cities, and school districts only have this one opportunity to opt out of the local option homestead exemption. If they do not fulfill all of the requirements by the March 1, 2025 deadline, then under HB 581, they will remain obligated to provide the homestead exemption.

SPECIAL SALES AND USE TAX

HB 581 also authorizes Georgia counties and municipalities that levy an ad valorem tax on property to levy a special sales and use tax. The special sales and use tax may be imposed in the county in 0.05 percent increments, up to 1%. The tax shall be in addition to, rather than in lieu of, any other local sales and use tax. The proceeds of the sales and use tax must be used by the county and each municipality exclusively for tax relief and in conjunction with all limitations provided in the IGA authorizing the tax. Put simply, the law allows counties and cities which levy an ad valorem tax on property to collect a sales and use tax, the proceeds of which must be used to roll back property taxes.

In order to be eligible to be able to impose the sales and use tax, the County and all municipalities that levy an ad valorem tax on property, unless otherwise exempted by O.C.G.A. § 48-8-109.31(d)(3) under the new law, must have in effect a base year value or adjusted base year value homestead exemption. This is an incentive for Georgia counties and cities to keep in place the homestead exemption created by HB 581.

The rest of the requirements are similar to a normal SPLOST. First, the governing authority of the County and the governing authority of the municipalities that represent at least 50 percent of the County's municipal residents that levy an ad valorem tax on property, must enter into an intergovernmental agreement ("IGA") calling for the special sales and use tax and specifying the proposed rate of the tax, the proposed maximum period of time that the tax is to be levied, and the proposed distribution of the tax. The maximum period of time for levying the tax must be stated in calendar years or calendar quarters, but cannot exceed five years in total.

If the participating municipalities totaled less than one-half of the aggregate population of all municipalities in the county that levy an ad valorem tax on property, the IGA would need to specify a percentage of that portion of the remaining proceeds which each municipality that levies and ad valorem tax on property shall receive, which percentage shall not be less than such absent municipality's population share (as a percentage of the total population of all municipalities that levy ad valorem taxes on property). Also, no portion of the tax may be appointed to counties and municipalities that do not levy an ad valorem tax on property or which do not have a base year value or adjusted base year value homestead exemption in effect.

The IGA must also prescribe that the county election superintendent shall issue the call for an election for the purpose of submitting the question of the imposition of the tax to the voters of the County. The call for and conduct of any such election must be in the manner authorized under Code Section 21-2-540, on a date specified by the IGA from among the dates allowed under paragraph (2) of subsection (c) of Code Section 21-2-540. The date and purpose of the election must be published once a week for four weeks immediately preceding the date of the election in the legal organ of the county or in a newspaper having general circulation in the county at least equal to that of the legal organ.

The exact ballot language shall be prescribed in the IGA, but must contain, at a minimum, the purpose of the tax, the rate of the tax, and duration for which the tax shall be imposed. If the imposition of the tax is approved by referendum, it shall be imposed on the first day of the next succeeding calendar quarter which begins more than 50 days after the date of the election at which the tax was approved by the voters.

Any proceeds received by a political subdivision from the tax shall be used exclusively for tax relief and in conjunction with all imitations provided for in the IGA authorizing the tax. Each taxpayer's ad valorem tax bill must clearly state the dollar amount by which the property tax has been reduced as a result of the imposition of the tax. The roll-back rate for the political subdivision must be reduced annually by the millage equivalent of the net proceeds of the tax, which proceeds were received by the political subdivision during the prior taxable year.

Should you have any questions or need additional clarity on either the Local Option Homestead Property Tax Exemption, your right to opt out of the homestead exemption, and imposition of the Special Sales and Use Tax, please feel free to let me know. There may be additional information or guidance issued by ACCG/GMA or the State, which may change some of my analysis in this memorandum. If that happens, I will update you on whatever new information I receive.

With kind regards,

/s/ Andrew J. Welch, III

Andrew J. (Andy) Welch, III
City Attorney