



**MAYOR**

Richard E. Roquemore

**CITY ADMINISTRATOR**

Michael E. Parks

**CITY COUNCIL**

Robert L. Vogel III

Taylor J. Sisk

Jamie L. Bradley

Joshua Rowan

**CITY OF AUBURN  
MAYOR and CITY COUNCIL  
Work Session  
December 19, 2024  
6:00 PM  
Council Chambers  
1 Auburn Way  
Auburn, GA 30011**

1. Council Reports and Announcements

**WORKSHOP**

2. Amend City of Auburn Charter Section 5.13 – Jack Wilson
3. Board Appointees Code of Conduct – Jack Wilson
4. Generac Extended Warranty- Michael Parks
5. GEFA Loan Application Approval- Michael Parks
6. Furniture Surplus- Michael Parks
7. Dog Park for Discussion Only- Michael Parks
8. HB-581 for Discussion Only- Michael Parks

**VOTING ITEMS**

9. ARPA Resolution- Michael Parks
10. PTSD Benefit Plan for First Responders- Michael Parks

**CITIZEN COMMENTS ON AGENDA ITEMS**

**ADJOURNMENT**

**Agenda subject to change prior to meeting**



**MAYOR**  
Rick E. Roquemore

**CITY ADMINISTRATOR**  
Michael E. Parks

**CITY COUNCIL**  
Robert L. Vogel III  
Taylor J. Sisk  
Jamie L. Bradley  
Joshua Rowan

**AGENDA ITEM: 2**

**TO:** Mayor and Council

**FROM:** Jack Wilson, City Attorney

**DATE:** December 19, 2024

**PURPOSE:** Amend City of Auburn Charter Section 5.13

**BACKGROUND:** Charter Section 5.13 currently establishes elected officials based on plurality. The amendment change would move to seats designated by Post 1, Post 2, Post 3, and Post 4. Candidates would designate a post when qualifying for the election. The City Council shall be elected by the electors of the city at large with majority vote. The posts are not set by regions of the city only at large.

**RECOMMENDATION:** To approve amending the City of Auburn Charter Section 5.13. This vote would need to be made in two consecutive meetings.

**FUNDING:** N/A

**ATTACHMENTS:** See attached

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE TO AMEND  
THE CITY OF AUBURN CHARTER  
SECTION 5.13**

**AN ORDINANCE TO AMEND THE CITY OF AUBURN CHARTER  
ORIGINALLY APPROVED MARCH 14, 1949 (GA.L 1949, P. 807) AS AMENDED,  
TO REPEAL CONFLICTING LAWS AND FOR OTHER PURPOSES**

WHEREAS, the City has reviewed its Charter provisions relating to the election of City Council members and determined that it is in the best interest of the health, safety and welfare of the citizens of the City to revise the manner in which the City Council members are elected and the terms of office for which they may be elected; .

NOW THEREFORE, THE COUNCIL OF THE CITY OF AUBURN HEREBY ORDAINS that the City Charter be amended as follows:

1.

The existing Section 5.13 of the City Charter is hereby deleted, and the following Section 5.13 Election of Mayor and City Council members is substituted in its place:

**SECTION 5.13**

Section 5.13 Election of Mayor and City Council members:

- (a) The members of the City Council shall serve terms of four years and until their respective successors are elected and qualified. The term of office of each member of the City Council shall begin on the first day of January immediately following the election of such member, unless general law authorizes or requires the term to begin at the first organizational meeting in January or upon some other date. No person shall be eligible to serve as Mayor or Councilmember unless that person shall have been a resident of the City for 12 months prior to the date of the election; each shall continue to reside in the City during his or her period of service and to be registered and qualified to vote in municipal elections of this City.
- (b) The City Council seats shall be designated Post 1, Post 2, Post 3, and Post 4. Candidates shall designate the post for which they are offering for election when qualifying for election.
- (c) The Mayor and members of the City Council shall be elected by the electors of the City at large. To avoid the costs and expense associate with runoff elections, the person receiving a plurality of the votes cast for any City office shall be elected.

2.

The following Section 5.16--Terms of Office is adopted as follows:

Section 5.16 Terms of Office

Commencing with the election after the start of the term of Council beginning January 1, 2026, and thereafter, no Council member elected or qualified for two consecutive terms shall be eligible for the next succeeding term based upon previous elective service.

Commencing with the election after the start of the term of Council beginning January 1, 2026 and thereafter, no Mayor elected or qualified for two consecutive terms shall be eligible for the next succeeding term based upon previous elective service. The limitation of two consecutive terms shall not overlap or run concurrent between being a Council member position and a Mayor as the term limit period is to the particular elected position and are not to be combined.

3.

In the event any Court of competent jurisdiction determines that any of the foregoing amendments are unconstitutional or otherwise illegal, such rulings shall not impair the validity of the rest and remainder of this Charter.

4.

All laws and parts of laws in conflict with this Ordinance are hereby repealed.

5.

This Amendment has been adopted at two regular consecutive meetings, pursuant to O.C.G.A. § 36-35-3(b).

6.

This Amendment shall be effective commencing with the election after the start of the Council term beginning January 1, 2026.

IT IS SO ORDAINED this \_\_\_ day of February, 2025.

\_\_\_\_\_  
Richard E. Roquemore, Mayor

\_\_\_\_\_  
Robert L. Vogel, III, Council Member

\_\_\_\_\_  
Jamie L. Bradley, Council Member

\_\_\_\_\_  
Taylor J. Sisk, Council Member

\_\_\_\_\_  
Joshua Rowan, Council Member

ATTEST:

\_\_\_\_\_  
Brooke Haney, City Clerk

DRAFT



**MAYOR**  
Rick E. Roquemore

**CITY ADMINISTRATOR**  
Michael E. Parks

**CITY COUNCIL**  
Robert L. Vogel III  
Taylor J. Sisk  
Jamie L. Bradley  
Joshua Rowan

**AGENDA ITEM: 3**

**TO:** Mayor and Council

**FROM:** Jack Wilson, City Attorney

**DATE:** December 19, 2024

**PURPOSE:** Board Appointees Code of Conduct

**BACKGROUND:** The City conducts its business through a number of boards and authorities in which citizens have been appointed to public service roles. There is currently no Code of Conduct for members of such boards and authorities to guide their conduct in representing the City. It is in the best interest of the health, safety, and welfare of the citizens of the city to enact a Code of Conduct to guide the citizens who serve in appointed roles representing the city. The guidelines and list of the offenses can be found in the ordinance.

**RECOMMENDATION:** To approve Board Appointees Code of Conduct

**FUNDING:** N/A

**ATTACHMENTS:** See attached

**ORDINANCE NO. \_\_\_\_\_**  
**AN ORDINANCE OF THE MAYOR AND CITY COUNCIL**  
**OF THE CITY OF AUBURN, GEORGIA**  
**FOR THE CONDUCT OF MEMBERS OF APPOINTED BOARDS**

WHEREAS, the City conducts its business through a number of boards and authorities in which citizens have been appointed to public service roles; and

WHEREAS, there is currently no Code of Conduct for members of such boards and authorities to guide their conduct in representing the City; and

WHEREAS, appointed board members represent the City and should adhere to ethical principles and standards of conduct, including honesty, integrity, fairness, and impartiality. They should avoid conflicts of interest and disclose any personal or financial interest that could reasonably be expected to influence their decision making ; and

WHEREAS, appointed board members should diligently prepare for meetings by reviewing agendas and meeting materials in advance. They should arrive on time and participate in discussions and deliberations; and

WHEREAS, board members should treat fellow members, applicants, staff and members of the public with respect and professionalism. They should listen attentively; consider diverse viewpoints; and engage in constructive dialogue during the meetings; and

WHEREAS, board members should base their recommendations and decisions on the merits of each case, without bias, prejudice, or arbitrary judgments and ensure that recommendations and decisions are fair, consistent, and supported by evidence; and

WHEREAS, board members should conduct their deliberations in an open and transparent manner, consistent with State law, and provide clear explanations for their decisions; and

WHEREAS, board members should respect the confidentiality of sensitive and privileged information, such as legal advice or other material protected by law. They should refrain from disclosing confidential information to unauthorized persons; and

WHEREAS, it is in the best interest of the health, safety and welfare of the citizens of the City to enact a Code of Conduct to guide the citizens who serve in appointed roles representing the City;

**NOW, THEREFORE, THE CITY COUNCIL ORDAINS AND RESOLVES** that the following Code of Conduct shall apply to the conduct of members of City-appointed boards, commissions, agencies and authorities. Commission of any of the offenses listed below may subject the board member to disciplinary action up to and including removal. This Code of Conduct, although intended as a guideline for Board members, is not necessarily exhaustive, and

the City retains the right to administer further action for other issues or offenses not specifically listed below:

1. Failure to attend meetings; tardiness.
2. Conviction of a felony or crime involving moral turpitude.
3. Inexcusable absence without leave.
4. Abuse or misuse of City property.
5. Willfully giving false information to City officials, City staff, or the public.
- ~~6.~~ Violation of any City ordinance.
- ~~7.~~
- ~~8.~~6. Discovery of a false statement in an application which had not been previously detected.
- ~~9.~~7. Acceptance of gratuities in conflict with City policy or State law.
- ~~10.~~8. Discourteous acts toward the public, citizens, staff, or other persons.
- ~~11.~~9. Drinking alcoholic beverages or use of illegal non-prescription drugs in such manner as to adversely affect attendance or performance.
- ~~12.~~10. Falsification or destruction of official records or documents or use of official position for personal benefit, profit, or advantage, or for other improper reasons.
- ~~13.~~11. Harassment of other Board members, City personnel or the public.
- ~~14.~~12. Insubordination or uncooperative attitude in the performance of official functions, which is defined as the refusal to obey any instruction or directive of an authorized official or demonstrating contempt or disrespect for a fellow board member, City official, citizen, or staff member whether in or out of his or her presence.
- ~~15.~~13. Conduct which endangers the member or another person.
- ~~14.~~ 14. Fighting or attempting bodily injury to others on City property except in clear cases of self-defense.
- ~~16.~~15. Violation of the standards summarized in the recitals above.

In the event any Court of competent jurisdiction determines that any portion of the foregoing amendment is invalid, unconstitutional or otherwise illegal, such rulings shall not impair the validity of the rest and remainder of this amendment.

All laws and parts of laws in conflict with this Ordinance are hereby repealed.



The City Administrator and City Clerk are further authorized to correct typographical errors and conflicting provisions in the text of the existing Code of Ordinances and to produce and publish a final codified version of the City Code with the amendments and revisions outlined herein.

This Ordinance shall be effective immediately upon its adoption by the Mayor and City Council.

SO ORDAINED this \_\_\_\_\_ day of ~~November~~ \_\_\_\_\_, ~~2024~~2025.

\_\_\_\_\_  
Mayor Richard E. Roquemore

\_\_\_\_\_  
Robert L. Vogel, III Council Member

\_\_\_\_\_  
Jamie L. Bradley Council Member

\_\_\_\_\_  
Taylor J. Sisk, Council Member

\_\_\_\_\_  
Joshua Rowan, Council Member

Attest:

\_\_\_\_\_  
Brooke Haney, City Clerk



**MAYOR**  
Rick E. Roquemore

**CITY ADMINISTRATOR**  
Michael E. Parks

**CITY COUNCIL**  
Robert L. Vogel III  
Taylor J. Sisk  
Jamie L. Bradley  
Joshua Rowan

**AGENDA ITEM: 4**

**TO:** Mayor and Council

**FROM:** Michael Parks  
City Administrator

**DATE:** December 19, 2024

**PURPOSE:** To approve the extended warranties on the Generac generators that support the municipal complex.

**BACKGROUND:** The original warranty for the generators located behind the municipal complex has expired. The generators are used for both the city hall and the police station in case of a power outage.

**RECOMMENDATION:** To approve the warranties for the longest term.

**FUNDING:** General Funds

**ATTACHMENTS:** Warranty contract



Corporate Office  
 3235 Veterans Circle  
 Birmingham, AL 35235

ALABAMA • GEORGIA • MISSISSIPPI • NW FLORIDA • TENNESSEE

**Note: This Pricing is valid for 60 Days from the quote date.**

**November 21, 2024**

Auburn City Hall  
 Attn: Nina Lewis (404) 678-3911  
 1 Auburn Way.  
 Auburn, GA. 30011  
[llewis@cityofauburn-ga.org](mailto:llewis@cityofauburn-ga.org)

✓ **Please check all appropriate boxes for desired service options.**

Quote for Comprehensive Extended Warranty:

Generator Unit Info (Unit 1): Generac 250KW. Model #MG250 Serial **#3013770496**

- 5-C Extended Warranty: (5-Year) \$3,200.00
- 7-C Extended Warranty: (7-Year) \$4,975.00
- 10-C Extended Warranty: (10-Year) \$7,570.00

Generator Unit Info (Unit 2): Generac 250KW. Model #MG250 Serial **#3013770497**

- 5-C Extended Warranty: (5-Year) \$3,200.00
- 7-C Extended Warranty: (7-Year) \$4,975.00
- 10-C Extended Warranty: (10-Year) \$7,570.00

Accepted By: \_\_\_\_\_.

Signature: \_\_\_\_\_ . Date \_\_\_\_\_.

PO # (if Applicable), \_\_\_\_\_.

If purchase order numbers or work order numbers change annually, please provide them as soon as possible to avoid any billing issues.

Prepared By: Special Markets Department  
 Phone (855) 436-3773  
 Return Form To: Email: [Special.Market@essellc.com](mailto:Special.Market@essellc.com)

24 X 7 Emergency Service  
 Remote Monitoring

Scheduled Maintenance Agreements  
 Load Bank Testing

Extended Warranties  
 Rental Generator Sets



## Generac Power Systems 10 Year (10C) Extended Limited Warranty for Industrial Standby Generators

For the period of warranty noted below, begins upon the successful start-up and/or on-line activation of the unit, Generac Power Systems, Inc. "Generac" warrants that its Generator and/or transfer switch system will be free from defects in material and workmanship for the items and period set forth below. Generac will, at its discretion, repair or replace any part(s) which, upon evaluation, inspection and testing by Generac or an Authorized Generac Service Dealer, is found to be defective. Any equipment that the purchaser/owner claims to be defective must be evaluated by the nearest Authorized Generac Service Dealer. Emissions components are excluded from coverage under this extended warranty. Emissions warranty coverage is detailed in a separate emissions warranty.

**Warranty Coverage:** Warranty coverage period is for Ten (10) years or two-thousand (2,000) hours, whichever occurs first.

<b>Warranty Coverage in Year(s) 1-10</b>
Parts, Labor and Limited Travel

\*Not available for units outside the USA, USA Territories and Canada.

**Limited Gearbox Coverage:**

<b>Year(s): 1-5 Coverage</b>	<b>Year(s): 6-10 Coverage</b>
Limited Parts and Labor	Limited Parts Only

**Guidelines:**

- |   |  |
|---|--|
| <ol style="list-style-type: none"> <li>1. Unit must be registered and proof of purchase available</li> <li>2. Any and all warranty repairs and/or concerns must be performed and/or addressed by an Authorized/Certified Generac Service Dealer, or branch thereof. Repairs or diagnostics performed by individuals other than Authorized/Certified Generac Service Dealers not authorized in writing by Generac will not be covered.</li> <li>3. This Warranty is transferable between ownership of original install site.</li> <li>4. Generac supplied engine coolant heaters (block-heaters), heater controls and circulating pumps are only covered during the first year of the warranty provision.</li> <li>5. Generac may choose to repair, replace or refund a piece of equipment in its sole discretion.</li> <li>6. Enclosures are warranted against rust for the first year of ownership only. Damage caused after receipt of generator is the responsibility of the owner and is not covered by this warranty. Nicks, scrapes, dents or scratches to the painted enclosure should be repaired promptly by the owner.</li> </ol> | <ol style="list-style-type: none"> <li>7. Warranty only applies to permanently wired and mounted units.</li> <li>8. Damage to any covered components or consequential damages caused by the use of a non-OEM part will not be covered by the warranty.</li> <li>9. Proof of performance of all required maintenance must be available.</li> <li>10. Travel allowance is limited to 300 miles maximum and seven and half (7.5) hours maximum (per occurrence, whichever is less) round trip from the nearest Authorized Generac Dealer. Any additional travel required will not be covered.</li> <li>11. Engines, driven components and fuel tanks used in Generac's standby power products system can carry a separate manufacturer's (OEM) warranty (the "OEM Warranties"), unless otherwise expressly stated. OEM Warranties are in addition to this Warranty. All warranty claims for defects in material and/or workmanship on Generac product OEM components, may be directed through the OEM distributor/dealer network. OEM Warranties may vary and are subject to change. Generac shall have no liability under OEM warranties.</li> </ol> |
|---|--|

**The following will NOT be covered by this warranty:**

- |   |   |
|---|---|
| <ol style="list-style-type: none"> <li>1. Costs of normal maintenance (i.e. tune-ups, associated part(s), adjustments, loose/leaking clamps, installation and start-up).</li> <li>2. Damage/failures to the generator and/or transfer switch system caused by accidents, shipping, handling, or improper storage.</li> <li>3. Damage/failures caused by operation with improper fuels, speeds, loads or installations other than what's recommended or specified by Generac Power Systems.</li> <li>4. Damage to the generator and/or transfer switch due to the use of non-Generac parts and/or equipment, contaminated fuels, oils, coolants/antifreeze or lack of proper fuels, oil or coolants/antifreeze.</li> <li>5. Failures due to normal wear and tear, accident, misuse, abuse, neglect, improper installation, improper sizing, or rodent and/or insect infestation.</li> <li>6. Rental equipment used while warranty repairs are being performed and/or any extraordinary equipment used for removal and/or reinstallation of generator (i.e. cranes, hoists, lifts, et. al.).</li> <li>7. Planes, ferries, railroad, buses, helicopters, snowmobiles, snow-cats, off-road vehicles or any other mode of transport deemed not standard by Generac.</li> </ol> | <ol style="list-style-type: none"> <li>8. Products that are modified or altered in a manner not authorized by Generac in writing.</li> <li>9. Starting batteries, fuses, light bulbs, engine fluids and any related labor.</li> <li>10. Steel enclosures that rust as a result of improper installation, location in a harsh or salt water environment, or are scratched where the integrity of applied paint is compromised.</li> <li>11. Units sold, rated or used for "Prime Power", "Trailer Mounted" or "Rental Unit" applications as defined by Generac. Contact an Authorized Generac Service Dealer for definitions.</li> <li>12. Shipping costs associated with expedited shipping.</li> <li>13. Additional costs for overtime, holiday or emergency labor costs for repairs outside of normal business hours.</li> <li>14. Any incidental, consequential or indirect damages caused by defects in materials or workmanship, or any delay in repair or replacement of the defective part(s).</li> <li>15. Failures caused by any act of God or external cause including without limitation, fire, theft, freezing, war, lightning, earthquake, windstorm, hail, water, tornado, hurricane, or any other matters which are reasonably beyond the manufacturer's control.</li> </ol> |
|---|---|

**THIS WARRANTY SUPERSEDES ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. SPECIFICALLY, GENERAC MAKES NO OTHER WARRANTIES AS TO THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ANY IMPLIED WARRANTIES WHICH ARE ALLOWED BY LAW, SHALL BE LIMITED IN DURATION TO THE TERMS OF THE EXPRESS WARRANTY PROVIDED HEREIN. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. GENERAC'S ONLY LIABILITY SHALL BE THE REPAIR OR REPLACEMENT OF PART(S) AS STATED ABOVE. IN NO EVENT SHALL GENERAC BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF SUCH DAMAGES ARE A DIRECT RESULT OF GENERAC'S NEGLIGENCE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU ALSO HAVE OTHER RIGHTS FROM STATE TO STATE.**

GENERAC POWER SYSTEMS, INC. • P.O. BOX 8 • Waukesha, WI, USA 53187  
Ph: (888) GENERAC (436-3722) • Fax: (262) 544-4851

To locate the nearest Authorized Dealer and to download schematics, exploded views and parts lists  
visit our website: [www.generac.com](http://www.generac.com)

## Garantía limitada extendida de 10 años (10C) de Generac Power Systems para los generadores de respaldo industriales

Durante el período de garantía indicado abajo, que comienza desde la puesta en marcha y/o activación exitosa en línea de la unidad, Generac Power Systems, Inc. "Generac" garantiza que su sistema de generador y/o interruptor de transferencia estará libre de defectos de material y/o mano de obra para los ítems y el período indicados a continuación. Generac, a su discreción, reparará o sustituirá cualquier pieza o piezas que, por medio de la evaluación, inspección y prueba efectuada por Generac o un concesionario de servicio autorizado de Generac, se determine que es o son defectuosas(s). Todo equipo que el comprador o propietario reclame como defectuoso debe ser evaluado por el concesionario de servicio autorizado de Generac más cercano. Los componentes relacionados con emisiones están excluidos de la cobertura bajo esta garantía extendida. La cobertura de la garantía de emisiones se detalla por separado en una garantía de emisiones.

**Cobertura de la garantía:** El período de cobertura de la garantía es de diez (10) años o dos mil (2000) horas, lo que ocurra primero.

<b>Cobertura de la garantía en los años 1 a 10</b>
Sobre piezas, mano de obra y gastos de viaje limitados

\*No disponible para unidades fuera de los EE. UU., Territorios de los EE. UU. y Canadá.

**Cobertura limitada sobre la caja de engranajes:**

<b>Año(s) de cobertura: 1 a 5</b>	<b>Año(s) de cobertura: 6 a 10</b>
Limitada sobre piezas y mano de obra	Limitada sólo sobre piezas

**Directrices:**

1. La unidad debe estar registrada y tener prueba de compra disponible.
2. Cualquiera y todas las reparaciones y/o preocupaciones por garantía deben ser efectuadas y/o dirigidas por un concesionario de servicio autorizado o certificado de Generac, o una sucursal de este. Las reparaciones o los diagnósticos efectuados por personas diferentes de los concesionarios de servicio autorizados o certificados de Generac, no autorizados por escrito por Generac, no serán cubiertos.
3. Esta garantía es transferible entre propietarios del sitio de instalación original.
4. Los calentadores de refrigerante del motor (calentadores de bloque), los controles del calentador y las bombas de circulación suministrados por Generac solo están cubiertos durante el primer año de prestación de la garantía.
5. Generac puede elegir reparar, sustituir o reembolsar una pieza del equipo a su exclusiva discreción.
6. Los gabinetes están garantizados contra corrosión solamente durante el primer año de propiedad. El daño causado después de la recepción del generador es responsabilidad del comprador y no está cubierto por esta garantía. Las muescas, raspaduras, abolladuras o rayaduras de gabinete pintado deben ser reparadas sin demora por el propietario.
7. La garantía corresponde solamente a las unidades conectadas y montadas en forma permanente.
8. Los daños a cualquier componente o los daños emergentes causados por el uso de una pieza que no sea OEM no estarán cubiertos por la garantía.
9. Debe haber disponible prueba de la ejecución de todo el mantenimiento requerido.
10. Las asignaciones para viaje están limitadas a 300 millas como máximo y siete horas y media (7.5) horas como máximo (por ocurrencia, lo que sea menor), viaje de ida y vuelta, desde el concesionario autorizado de Generac más cercano. Todo gasto de viaje adicional requerido no será cubierto.
11. Los motores, los componentes accionados y los tanques de combustible usados en los productos de respaldo de Generac pueden llevar una garantía de fabricante (OEM) separada (las "Garantías OEM"), a menos que se estipule expresamente lo contrario. Las garantías de OEM son un agregado a esta garantía. Todos los reclamos de garantía por defectos de material y/o mano de obra en los componentes OEM del producto Generac, pueden ser dirigidos a través de la red de distribuidores/concesionarios OEM. Las garantías de OEM pueden variar y están sujetas a cambios. Generac no tendrá responsabilidad bajo las Garantías OEM.

**Lo siguiente NO será cubierto por esta garantía:**

1. Los costes del mantenimiento normal (es decir: afinaciones, pieza[s] relacionada[s], ajustes, abrazaderas sueltas o con fugas, instalación y puesta en marcha).
2. Los daños/fallos del sistema de generador y/o interruptor de transferencia causados por accidentes, envío, manipulación, o almacenamiento incorrecto.
3. Los daños/fallos causados por la operación con combustibles, velocidades, cargas, o instalaciones incorrectas diferentes de las recomendadas o especificadas por Generac Power Systems.
4. Daño al generador y/o el interruptor de transferencia debido al uso de piezas y/o equipos que no sean de Generac; combustibles, aceites, refrigerantes/anticongelantes contaminados; o falta de combustibles, aceites, refrigerantes/anticongelantes apropiados.
5. Fallos debidos a: desgaste y daño normal, accidente, uso indebido, abuso, negligencia, instalación incorrecta, dimensionamiento incorrecto, o plagas de roedores y/o insectos.
6. Equipos arrendados usados mientras se llevan a cabo reparaciones de garantía y/o todos los equipos extraordinarios usados para retirar y/o reinstalar el generador, (esto es: grúas, malacates, elevadores, etc.).
7. Aeronaves, transbordadores, ferrocarril, autobuses, helicópteros, motocicletas para nieve, camiones para nieve, vehículos fuera de ruta o cualquier otro modo de transporte no considerado estándar por Generac.
8. Los productos que sean modificados o alterados en forma no autorizada por Generac por escrito.
9. Las baterías de arranque, fusibles, bombillas de luz, fluidos para el motor y mano de obra relacionada.
10. Los gabinetes de acero que se corroen debido a instalación incorrecta, ubicación en un entorno agresivo o con agua salada, o se rayen donde esté comprometida la integridad de la pintura aplicada.
11. Las unidades vendidas, calificadas para, o usadas en aplicaciones de "Alimentación eléctrica principal", "Montada en remolque" o "Unidad en alquiler" como las define Generac. Comuníquese con un concesionario autorizado de Generac para obtener las definiciones.
12. Los costes de envío asociados con envío urgente.
13. Los costes adicionales por horas extra y feriados o los costes de mano de obra de emergencia por reparaciones fuera del horario de trabajo normal.
14. Todos los daños accesorios, emergentes o indirectos causados por defectos en los materiales o mano de obra o toda demora en la reparación o sustitución de la(s) pieza(s) defectuosa(s).
15. Los fallos causados por cualquier acto de fuerza mayor o causa externa, que incluyen, sin limitaciones, incendio, robo, congelamiento, guerra, rayos, terremoto, tormenta de viento, granizo, agua, tornado, huracán, o cualesquiera otros asuntos que estén fuera del control razonable del fabricante.

**ESTA GARANTÍA SUSTITUYE CUALQUIER OTRA GARANTÍA, EXPRESA O IMPLÍCITA. ESPECÍFICAMENTE, GENERAC NO EXTIENDE NINGUNA OTRA GARANTÍA ACERCA DE LA COMERCIALIZACIÓN O APTITUD PARA UN PROPÓSITO EN PARTICULAR. LA DURACIÓN DE TODAS LAS GARANTÍAS IMPLÍCITAS PERMITIDAS POR LA LEY ESTARÁ LIMITADA A LAS CONDICIONES DE LA GARANTÍA EXPRESA ESTIPULADA EN LA PRESENTE. ALGUNOS ESTADOS NO PERMITEN LIMITACIONES DE LA DURACIÓN DE UNA GARANTÍA IMPLÍCITA; POR LO TANTO, LA LIMITACIÓN PRECEDENTE PUEDE NO APLICARSE A USTED. LA ÚNICA RESPONSABILIDAD DE GENERAC SERÁ REPARAR O SUSTITUIR LA(S) PIEZA(S) COMO SE ESTIPULÓ PRECEDENTEMENTE. GENERAC NO SERÁ RESPONSABLE EN NINGÚN CASO POR NINGÚN DAÑO ACCESORIO O EMERGENTE, AUN CUANDO TAL DAÑO SEA RESULTADO DIRECTO DE LA NEGLIGENCIA DE GENERAC. ALGUNOS ESTADOS NO PERMITEN LA EXCLUSIÓN O LIMITACIÓN DE DAÑOS ACCESORIOS O EMERGENTES, DE MANERA QUE LA LIMITACIÓN PRECEDENTE PUEDE NO APLICARSE A USTED. ESTA GARANTÍA LE OTORGA DERECHOS LEGALES ESPECÍFICOS. USTED TAMBIÉN TIENE OTROS DERECHOS QUE VARIAN EN DIFERENTES ESTADOS.**

GENERAC POWER SYSTEMS, INC. • P.O. BOX 8 • Waukesha, WI 53187, EE. UU.  
Tel.: (888) GENERAC (436-3722) • Fax: (262) 544-4851

Para ubicar el concesionario autorizado más cercano y descargar diagramas esquemáticos, despieces y listas de piezas visite nuestro sitio Web: [www.generac.com](http://www.generac.com)

## Garantie limitée prolongée de 10 ans (10C) de Generac Power Systems sur les générateurs de secours industriels

Pendant la période de garantie mentionnée ci-bas, qui débute dès le démarrage réussi de l'appareil ou l'activation en ligne de l'appareil, Generac Power Systems, Inc. (Generac) garantit que son générateur ou son commutateur de transfert seront exempts de vices de matériaux et fabrication en ce qui concerne les éléments et la période indiqués ci-dessous. À sa seule discrétion, Generac réparera ou remplacera toute pièce qui est jugée défectueuse après l'évaluation, l'inspection et la mise à l'essai par Generac ou un fournisseur de services d'entretien agréé de Generac. Tout équipement que l'acheteur/propriétaire prétend être défectueux doit être évalué par le fournisseur de services d'entretien agréé de Generac le plus près. Les composantes relatives aux émissions ne sont pas couvertes en vertu de la présente garantie. La couverture des composantes relatives aux émissions est détaillée dans une garantie distincte.

**Couverture de la garantie :** La période de garantie est de dix (10) ans ou de deux mille (2 000) heures, selon la première éventualité.

### Période de garantie de 1 à 10 ans

Pièces, main-d'œuvre et couverture limitée des déplacements

\* Ne s'applique pas aux produits se trouvant à l'extérieur des États-Unis, des territoires des États-Unis et du Canada.

**Couverture limitée de la boîte à engrenages :**

Période : couverture de 1 à 5 ans	Période : couverture de 6 à 10 ans
Couverture limitée – pièces et main-d'œuvre	Couverture limitée – pièces seulement

**Lignes directrices :**

1. L'appareil doit être enregistré, et la preuve d'achat doit être présentée sur demande.
2. Toute réparation sous garantie ou préoccupation relative à la présente garantie doit être effectuée ou traitée par un fournisseur de services d'entretien agréé/autorisé de Generac ou par l'une de ses succursales. Toute réparation ou évaluation effectuée par des personnes autres que des fournisseurs de services d'entretien agréés/autorisés de Generac qui n'a pas été autorisée par écrit par Generac ne sera pas couverte.
3. La présente garantie est transférable conjointement à la propriété du site d'installation d'origine.
4. Les chauffe-thermes à liquide de refroidissement du moteur (chauffe-moteur), les commandes de chauffage et les pompes de circulation fournies par Generac ne sont couvertes que pendant la première année de la période de garantie.
5. Generac peut choisir, à sa seule discrétion, de réparer, de remplacer ou de rembourser une pièce d'équipement.
6. Les boîtiers sont garantis contre la rouille pendant la première année de possession seulement. Les dommages causés après la réception du générateur sont la responsabilité du propriétaire et ne sont pas couverts par la présente garantie. Les entailles, éraflures, bosses ou égratignures au boîtier peint doivent être réparées sans délai par le propriétaire.
7. La garantie s'applique uniquement aux appareils montés et câblés en permanence.
8. Aucun dommage ou dommage indirect à toute pièce couverte découlant de l'utilisation de pièces non fabriquées par un fabricant d'équipement d'origine ne sera couvert par la garantie.
9. Une preuve d'exécution de tous les travaux d'entretien requis doit être présentée sur demande.
10. La présente garantie couvre les déplacements aller-retour d'un maximum de 480 km (300 miles) et de sept heures et demie (7,5) (par déplacement, selon le moindre des deux) à partir du fournisseur de services d'entretien agréé de Generac le plus près. Tout déplacement supplémentaire requis ne sera pas couvert.
11. Les moteurs, les pièces d'entraînement et les réservoirs de carburant utilisés dans les systèmes d'alimentation de secours de Generac peuvent être protégés au titre de la garantie d'un fabricant d'équipement distinct (les « garanties des fabricants d'équipement d'origine »), sauf indication expresse à l'effet contraire. Les garanties des fabricants d'équipement d'origine s'ajoutent à la présente garantie. Toute réclamation au titre de la garantie pour vices de matériaux ou de fabrication de pièces d'un fabricant d'équipement d'origine sur un produit Generac peut être faite auprès du distributeur ou du réseau de fournisseurs de ce fabricant d'équipement d'origine. Les garanties des fabricants d'équipement d'origine peuvent varier et faire l'objet de modifications. Generac n'a aucune responsabilité découlant des garanties des fabricants d'équipement d'origine.

**Les éléments suivants ne seront PAS couverts par la présente garantie :**

1. Les coûts d'entretien normal (c'est-à-dire mises au point, réglages de pièces associées, ajustements, resserrage de fixations, installation et démarrage).
2. Les dommages/défaillances du générateur et/ou du commutateur de transfert causés par un accident, le transport, la manutention ou un entreposage inadéquat.
3. Les dommages/défaillances causés par l'utilisation de carburants inappropriés ou l'utilisation à des vitesses, avec des charges ou selon une installation autres que ce qui est recommandé ou spécifié par Generac Power Systems.
4. Les dommages au générateur et/ou au commutateur de transfert causés par l'utilisation de pièces ou d'équipement non fabriqués par Generac, de carburant, d'huile, de liquide de refroidissement et d'antigel contaminé ou encore du manque de carburant, d'huile, de liquide de refroidissement et d'antigel.
5. Les défaillances causées par l'usure normale, un accident, une utilisation inappropriée, une utilisation abusive, une négligence, une installation inadéquate, un dimensionnement inadéquat ou une infestation de rongeurs ou d'insectes.
6. L'équipement de location utilisé pendant que des réparations sous garantie sont effectuées et/ou tout équipement extraordinaire utilisé pour retirer ou réinstaller le générateur (c'est-à-dire grues, appareils de levage, élévateurs, etc.).
7. Les avions, les traversiers, les trains, les autobus, les hélicoptères, les motoneiges, les dameuses, les véhicules hors route ou tout autre moyen de transport jugé non standard par Generac.
8. Les produits modifiés ou altérés d'une manière qui n'a pas été autorisée par écrit par Generac.
9. Les batteries de démarrage, les fusibles, les ampoules électriques, les fluides de moteur et toute main-d'œuvre connexe.
10. Les boîtiers en acier qui rouillent en raison d'une installation inadéquate, d'une installation dans un environnement difficile ou salin ou d'égratignures qui compromettent l'intégrité de la peinture appliquée sur le boîtier.
11. Les appareils vendus, cotés ou utilisés selon les applications suivantes, telles qu'elles sont définies par Generac : « puissance électrique de base », « monté sur remorque » ou « unité de location ». Communiquez avec un fournisseur de services d'entretien agréé Generac pour obtenir les définitions de ces termes.
12. Les coûts d'expédition liés à l'expédition accélérée.
13. Les coûts supplémentaires liés aux heures supplémentaires, aux jours fériés ou aux services d'urgence pour toute réparation effectuée en dehors des heures normales de bureau.
14. Tout dommage accessoire, subséquent ou indirect causé par une défektivité en matériel ou en fabrication, ou par tout retard dans la réparation ou le remplacement d'une ou de pièces défectueuses.
15. Les défaillances causées par un acte de la nature ou une cause externe y compris, sans toutefois s'y limiter, le feu, le vol, le gel, la guerre, la foudre, un tremblement de terre, une tempête, la grêle, la pluie, une tornade, un ouragan ou toute autre situation qui est raisonnablement hors du contrôle du fabricant.

**LA PRÉSENTE GARANTIE REMPLACE TOUTES LES AUTRES GARANTIES, EXPLICITES OU IMPLICITES. EN PARTICULIER, GENERAC N'OFFRE AUCUNE AUTRE GARANTIE QUANT À LA QUALITÉ MARCHANDE OU À LA CONVENANCE À UN USAGE PARTICULIER. TOUTE GARANTIE IMPLICITE AUTORISÉE PAR LA LOI SERA LIMITÉE À LA DURÉE DE LA PÉRIODE DE LA PRÉSENTE GARANTIE EXPLICITE. CERTAINS ÉTATS OU PROVINCES NE PERMETTENT PAS LES LIMITATIONS SUR LA DURÉE D'UNE GARANTIE IMPLICITE ET, PAR CONSÉQUENT, LA PRÉSENTE LIMITATION PEUT NE PAS S'APPLIQUER. LA RESPONSABILITÉ DE GENERAC SE LIMITERA À LA RÉPARATION OU AU REMPLACEMENT DES PIÈCES, COMME INDIQUÉ PRÉCÉDEMMENT. EN AUCUN CAS GENERAC NE POURRA ÊTRE TENU RESPONSABLE DE TOUT DOMMAGE ACCESSOIRE OU INDIRECT, MÊME SI CES DOMMAGES SONT LE RÉSULTAT D'UNE NÉGLIGENCE DE LA PART DE GENERAC. CERTAINS ÉTATS OU PROVINCES N'AUTORISENT PAS L'EXCLUSION NI LA LIMITATION DES DOMMAGES ACCESSOIRES OU INDIRECTS ET, PAR CONSÉQUENT, LA LIMITATION ÉNONCÉE CI-DESSUS PEUT NE PAS S'APPLIQUER. CETTE GARANTIE VOUS CONFÈRE DES DROITS LÉGAUX SPÉCIFIQUES. VOUS POUVEZ ÉGALEMENT JOUIR D'AUTRES DROITS QUI VARIENT SELON L'ÉTAT OU LA PROVINCE.**

GENERAC POWER SYSTEMS, INC. • C.P. 8 • Waukesha, WI (É.-U.) 53187

Téléphone : (888) GENERAC (436-3722) • Télécopieur : (262) 544-4851

Pour trouver le fournisseur agréé le plus près et pour télécharger les schémas, les vues éclatées et les listes de pièces, visitez notre site Web : [www.generac.com](http://www.generac.com)



**MAYOR**  
Rick E. Roquemore

**CITY ADMINISTRATOR**  
Michael E. Parks

**CITY COUNCIL**  
Robert L. Vogel III  
Taylor J. Sisk  
Jamie L. Bradley  
Joshua Rowan

**AGENDA ITEM: 5**

**TO:** Mayor and Council

**FROM:** Michael Parks  
City Administrator

**DATE:** December 19, 2024

**PURPOSE:** To approve the GEFA Loan Application for the Drinking Water Treatment Plant.

**BACKGROUND:** The City of Auburn applied for a loan from GEFA to construct part of the infrastructure from the RWSP to the Drinking Water Treatment Plant. The loan was approved by GEFA. The loan is for about \$4,000,000 and will construct raw water intake #2 on rock creek that discharges into the RWSP, portions of the 16 in raw water force main from the RWSP to the Drinking Water Treatment Plant. Some of this money may be applied to the tunnel, shaft, low water pumping station, and the transfer pumping station. Once bids are in an additional GEFA loan will be applied for to finish the project.

**RECOMMENDATION:** To approve as presented by staff.

**FUNDING:** N/A

**ATTACHMENTS:** N/A



**MAYOR**  
Rick E. Roquemore

**CITY ADMINISTRATOR**  
Michael E. Parks

**CITY COUNCIL**  
Robert L. Vogel III  
Taylor J. Sisk  
Jamie L. Bradley  
Joshua Rowan

**AGENDA ITEM: 6**

**TO:** Mayor and Council

**FROM:** Michael Parks  
City Administrator

**DATE:** December 16, 2024

**PURPOSE:** To declare the furniture in the old city hall and police department buildings as surplus.

**BACKGROUND:** The furniture that was left behind needs to be removed from the old police station and city hall. Declaring the furniture as surplus will allow the objects to be removed and dispersed. Pieces of the existing furniture will be used in the new water treatment facility with the remainder being declared surplus.

**RECOMMENDATION:** To approve recognizing the furniture in the old city hall and police station as surplus material.

**FUNDING:** N/A

**ATTACHMENTS:** N/A





**MAYOR**  
Rick E. Roquemore

**CITY ADMINISTRATOR**  
Michael E. Parks

**CITY COUNCIL**  
Robert L. Vogel III  
Taylor J. Sisk  
Jamie L. Bradley  
Joshua Rowan

**AGENDA ITEM: 7**

**TO:** Mayor and Council

**FROM:** Michael Parks  
City Administrator

**DATE:** December 16, 2024

**PURPOSE:** To discuss possible dog park locations.

**BACKGROUND:** A dog park was one of the most requested items from citizens during the City of Auburn comprehensive plan update. We are now in the beginning stages of planning and funding a possible dog park. The initial dog park was set to be located along Sixth St. That has been the projected site for many years.

**RECOMMENDATION:** No recommendation at this time. Discussion item only.

**FUNDING:** SPLOST

**ATTACHMENTS:** N/A



**MAYOR**  
Rick E. Roquemore

**CITY ADMINISTRATOR**  
Michael E. Parks

**CITY COUNCIL**  
Robert L. Vogel III  
Taylor J. Sisk  
Jamie L. Bradley  
Joshua Rowan

**AGENDA ITEM: 8**

**TO:** Mayor and Council

**FROM:** Michael Parks  
City Administrator

**DATE:** December 16, 2024

**PURPOSE:** To discuss HB-581

**BACKGROUND:** House Bill 581, passed during the 2024 legislative session and signed by Governor Kemp, introduces key changes that will impact local government revenue. This bill includes procedural modifications to property tax assessments and appeals, a new statewide homestead exemption (which local governments can opt out of), and a local option sales tax aimed at providing property tax relief.

**RECOMMENDATION:** Discussion only

**FUNDING:** N/A

**ATTACHMENTS:** N/A



**MAYOR**  
Rick E. Roquemore

**CITY ADMINISTRATOR**  
Michael E. Parks

**CITY COUNCIL**  
Robert L. Vogel III  
Taylor J. Sisk  
Jamie L. Bradley  
Joshua Rowan

**AGENDA ITEM: 9**

**TO:** Mayor and Council

**FROM:** Michael Parks,  
City Administrator

**DATE:** December 19, 2024

**PURPOSE:** To approve the ARPA Resolution for the drinking water supply project.

**BACKGROUND:** The original ARPA grant application and award was to construct the intake, pump station, and raw water main from Rock Creek to the Drinking Water Treatment Plant. ARPA granted the city an additional \$3,000,000. The additional \$3,000,000 will be used to construct: 1) the Kilcrease Pump Station and Water Lines, 2) Chlorine Dioxide System for pretreatment of the raw water, and 3) such additional raw water mains as possible between the Raw Water Storage Pond.

**RECOMMENDATION:** To approve the ARPA Resolution as presented by staff.

**FUNDING:** N/A

**RESOLUTION NO.   12-024**

**A RESOLUTION TO CONFIRM THE CITY'S  
OBLIGATION OF FUNDS  
FROM THE AMERICAN RESCUE PLAN ACT (ARPA).**

Whereas, the City of Auburn has received \$6,045,848 in directly allocated ARPA dollars as part of the State and Local Fiscal Recovery Funds (SLFRF) program; and

Whereas, the Council and City staff have identified the critical infrastructure projects listed below and obligated the ARPA funds to them in accordance with Federal law and applicable regulations; and

Whereas, the definition of obligation is not only budgeting money but taking steps to create a contract, subaward or similar transaction that requires payment; and

Whereas, the City has met the requirement to obligate the ARPA funds to the infrastructure projects below and wishes to demonstrate and confirm its compliance with this requirement,

NOW, THEREFORE, THE COUNCIL OF THE CITY OF AUBURN, GEORGIA, HEREBY resolves and confirms that the ARPA funds provided to the City have been obligated to the following projects in accordance with Federal regulations and guidance:

- Two Gravity Intakes on Rock Creek
- 36% of Raw Water Storage Pond (RWSP) capacity
- RWSP Pumping Stations and Pipeline, 1.59 million gallons per day (MGD)
- Chemical Feed Building
- Drinking Water Treatment Plant located on Auburn Property (1.59 MGD)
- High Service Pumping Station and Water Distribution Mains
- Residential Management System

**SO ORDAINED AND RESOLVED** this 19<sup>th</sup> day of December, 2024.

\_\_\_\_\_  
Mayor Richard E. Roquemore

\_\_\_\_\_  
Joshua Rowan, Council Member

\_\_\_\_\_  
Robert L. Vogel III, Council Member

\_\_\_\_\_  
Taylor J. Sisk, Council Member

\_\_\_\_\_

Jamie L. Bradley, Council Member

Attest:

---

Brooke Haney, City Clerk



**MAYOR**  
Rick E. Roquemore

**CITY ADMINISTRATOR**  
Michael E. Parks

**CITY COUNCIL**  
Robert L. Vogel III  
Taylor J. Sisk  
Jamie L. Bradley  
Joshua Rowan

**AGENDA ITEM: 10**

**TO:** Mayor and Council

**FROM:** Michael Parks  
City Administrator

**DATE:** December 16, 2024

**PURPOSE:** To approve the PTSD offering for first responders in the city.

**BACKGROUND:** The Ashley Wilson Act (the Act or HB 451) requires all public entities in Georgia to offer a supplemental benefit program for eligible first responders diagnosed with post-traumatic stress disorder (PTSD) resulting from exposure to line of duty traumatic events

**RECOMMENDATION:** To approve the offering of PTSD benefit plan

**FUNDING:** N/A

**ATTACHMENTS:** Plan options attached

**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 City of Auburn, Barrow 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](http://GFRPTSDInsurance.com).

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

WHEREAS, the Public Entity of Auburn in Barrow 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 City Administrator 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 City Administrator 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.