



LAWRENCEVILLE

GEORGIA

CITY COUNCIL WORK SESSION AGENDA

Wednesday, December 11, 2024
2:00 PM

Council Chambers
70 S. Clayton St, GA 30046

Call to Order

Prayer

Pledge of Allegiance

Agenda Additions / Deletions

Discussion of General City Business

There is no public comment during this section of the agenda unless formally requested by the Mayor and the Council.

- [1.](#) Hooper-Renwick – Gwinnett County Exhibit Presentation
- [2.](#) RZC2024-00060 & SUP2024-00094; Phung Tran, 179 E Crogan Street
- [3.](#) Ozora Church Road 4-inch Steel Relocation Project
- [4.](#) Buford Drive Natural Gas Plastic Replacement Project
- [5.](#) Provision of Landscape and Maintenance Services on an Annual Contract
- [6.](#) Architectural and Engineering Consulting Services on an Annual Contract
- [7.](#) Resolution to become a member of the Georgia Interlocal Risk Management Agency (GIRMA) and participate in one of GIRMA's funds.
- [8.](#) 2025 Event Entertainment Consultant Contract
- [9.](#) Lawrenceville Wayfinding Signs Project
- [10.](#) Agreement with Impact46 for FIRST Center operations
- [11.](#) Discussion to Amend Chapter 22 of the Code of Ordinances

[12.](#) Resolution to Support City of Milton

Executive Session - Personnel, Litigation, Real Estate

Final Adjournment



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AGENDA REPORT

MEETING: WORK SESSION, DECEMBER 11, 2024

AGENDA CATEGORY: GENERAL CITY BUSINESS

Item:	Hooper-Renwick – Gwinnett County Exhibit Presentation
Department:	City Manager
Date of Meeting:	Wednesday, December 11, 2024
Fiscal Impact:	\$0
Presented By:	Cammie Mansfield, Gwinnett County Interpretive Resources Project Coordinator
Action Requested:	None – Update on Hooper-Renwick Exhibits

Summary: Hooper-Renwick – Gwinnett County Presentation

Attachments/Exhibits:

- Hooper-Renwick – Gwinnett County Exhibit Presentation

Preserving Gwinnett's Story

Cultural and Historic Interpretive
Resources



Interpretive Resources – What We Do

1.

Historic Sites



Historic Artifacts



Interpretive Resources – What We Do

1.

Oral Histories

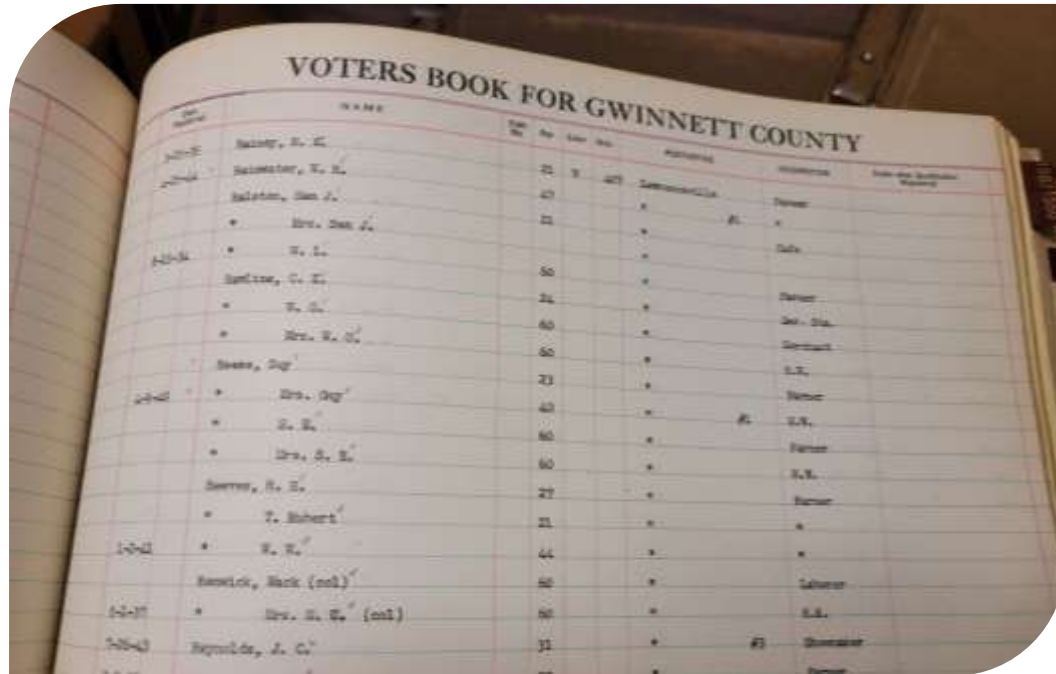


Exhibits and
Interpretive Signage



Interpretive Resources – What We Do

Research



Partnerships



Hooper-Renwick Preservation Project

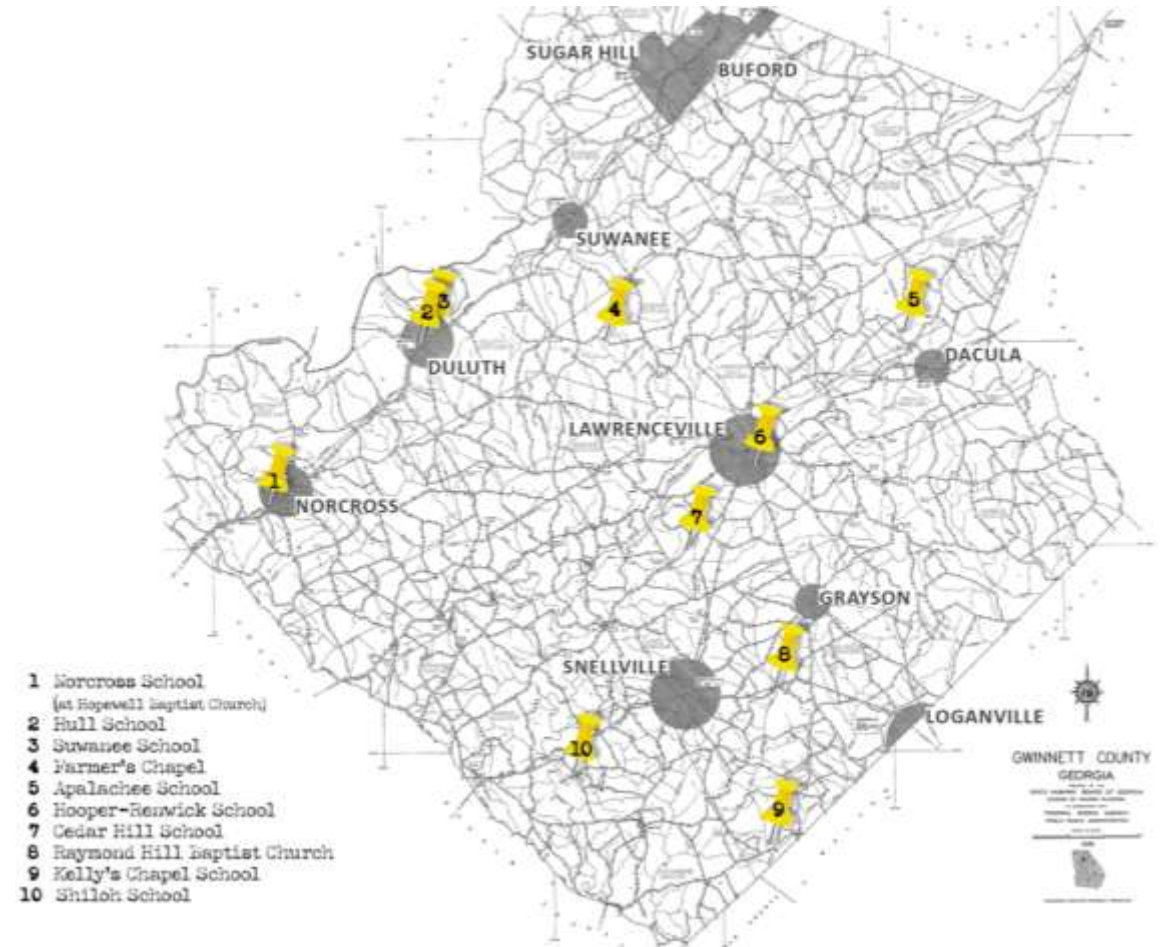
Hooper-Renwick School

- During segregation, only high school African American students could attend in the Gwinnett County Public School System
- Closed in 1968 when students were integrated into white schools



Early Centers of Education

- 1870s: First school for African American children in Gwinnett
- 1900s: 13 Schools across Gwinnett County
- 1940s/50s: Consolidation of 13 schools
- Often began in church or supported financially by community, social, and philanthropic organizations



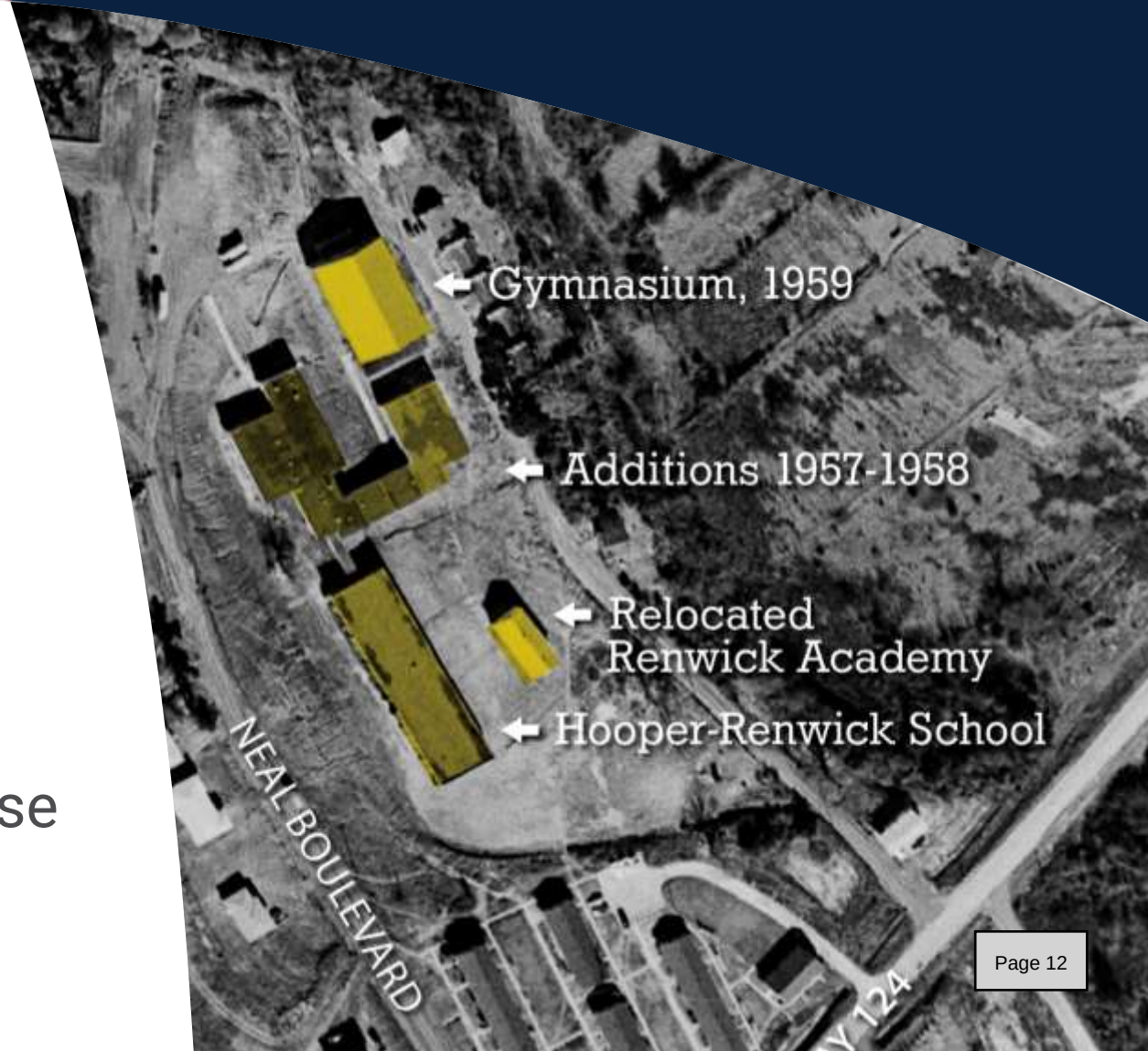


Beginnings of Hooper-Renwick

- 1948: First graduating class of Renwick Academy, built on land donated by an African American community member
- 1950s: Consolidated to equalize schools
- 1951: Hooper-Renwick built

Hooper-Renwick Closes

- Minimum Foundation Program for Education
- 1955: Gwinnett County Public School System bonds raised funds for improvements
- Freedom of Choice Act
- 1968: Integration causes school to close



Hooper-Renwick Project

- First themed library in Southeast
- Partnerships
 - City of Lawrenceville
 - Hooper-Renwick Legacy Preservation Committee
 - Gwinnett County Public Library
 - Gwinnett County Support Services
 - Gwinnett County Community Services

Project Highlights

1.

- 100+ Artifacts



- 42 Oral Histories and counting



Nurturing Black Community

John Maxey

“...it was close-knit neighborhood. And to some degree, I might add, if we went across town as you got older, you were still-well known, parents were well-known. You were expected to be on your best behavior, and if you weren’t, just because you were on the other side of town didn’t mean that the word wouldn’t get back.”



Separate But Not Equal

Joyce Moore

“So, it was like, Well, no. We are not going to allow these Black children to go to these white schools. ...But what we give them is going to be equal to what we give to the students at the white schools. Well, of course it’s laughable. It was not equal at all. As I said in terms of material, learning aids we had very little. What we got was generally second-hand.”



Project Highlights

1.

- Restore school to 1960s façade



- Two story exhibit design



Questions?





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AGENDA REPORT

MEETING: WORK SESSION, DECEMBER 11, 2024

AGENDA CATEGORY: GENERAL CITY BUSINESS

Item: RZC2024-00060 & SUP2024-00094; Phung Tran, 179 E Crogan Street

Department: Planning and Development

Date of Meeting: Wednesday, December 11, 2024

Fiscal Impact: N/A

Presented By: Todd Hargrave, Director of Planning and Development

**Planning and
Development
Recommendation:**

Approval with Conitions

**Planning
Commission
Recommendation:**

To be provided at the City Council Work Session

Summary: An application to rezone certain property from OI (Office Institutional District) to BG (General Business District) with a request to allow a special events facility as a Special Use; the subject property is located at 179 E Crogan Street, identified by the Parcel Identification Number R5174 021, and encompasses approximately 1.2 acres.

Attachments/Exhibits:

- RZC2024-00060 & SUP2024-00094_RPRT
- RZC2024-00060 & SUP2024-00094_P&D RECO CNDS_10282024
- RZC2024-00060 & SUP2024-00094_APPS_10162024
- RZC2024-00060 & SUP2024-00094_LOI_10162024
- RZC2024-00060 & SUP2024-00094_LEGAL_10072024
- RZC2024-00060 & SUP2024-00094_SURVEY 8.5 X 11_10072024
- RZC2024-00060 & SUP2024-00094_SITE PLAN
- RZC2024-00060 & SUP2024-00094_MAP-DDA & AERIAL-ZOOMED IN

- RZC2024-00060 & SUP2024-00094_MAP-DDA & AERIAL-ZOOMED OUT
- RZC2024-00060 & SUP2024-00094_MAP_ZONING_ZOOMED IN
- RZC2024-00060 & SUP2024-00094_MAP_ZONING_ZOOMED OUT



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REZONING & SPECIAL USE

CASE NUMBER:	RZC2024-00060 & SUP2024-00094
APPLICANT:	PHUNG MY TRAN
OWNER(S):	PHUNG MY TRAN & DAVID PHAM
LOCATION(S):	179 E CROGAN STREET
PARCEL IDENTIFICATION NUMBER:	A PORTION OF R5174 021
APPROXIMATE ACREAGE:	1.2 ACRES
CURRENT ZONING:	OI (OFFICE INSTITUTIONAL DISTRICT)
ZONING PROPOSAL:	REZONE TO BG (GENERAL BUSINESS DISTRICT) AND ALLOW AN EVENT FACILITY AS A SPECIAL USE
PROPOSED DEVELOPMENT:	SPECIAL EVENTS FACILITY AND BEAUTY/NAIL SALON
DEPARTMENT RECOMMENDATION:	APPROVAL W/ CONDITIONS

VICINITY MAP





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2.

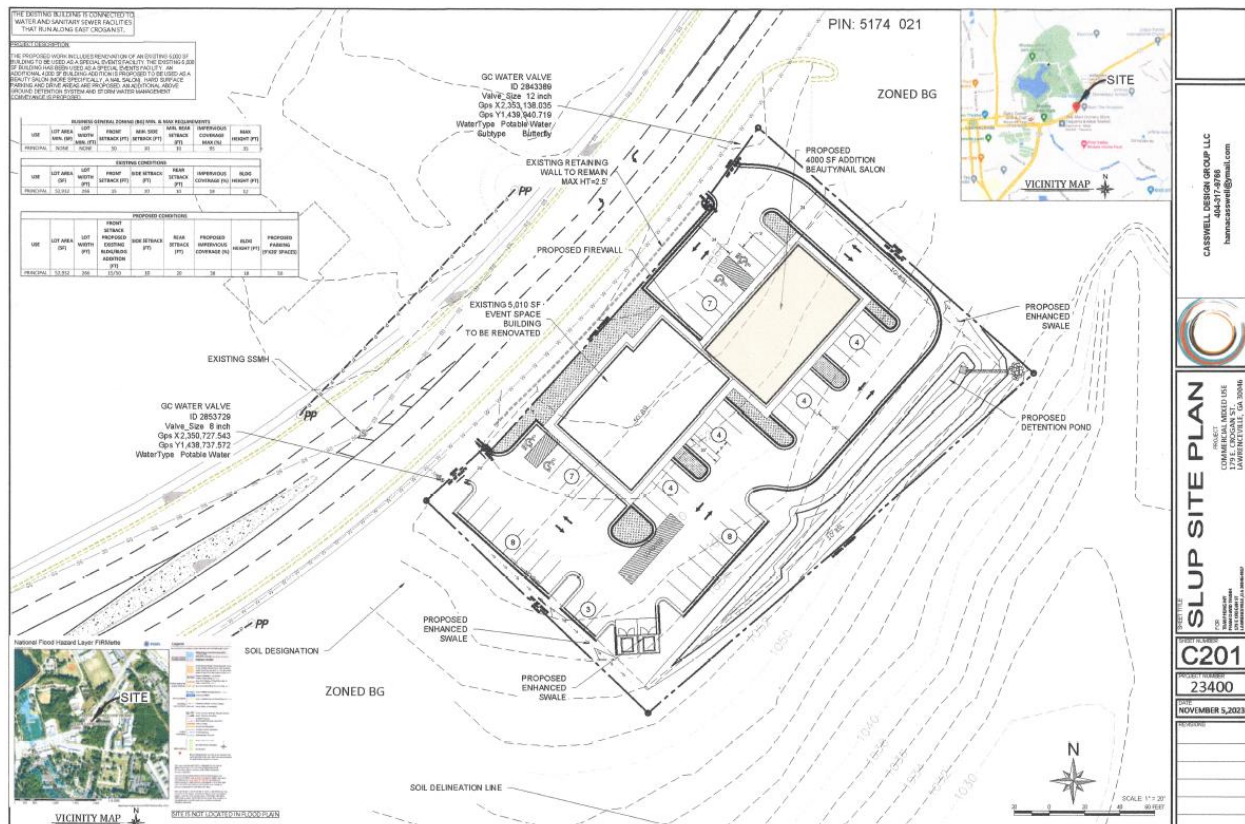
ZONING HISTORY

The subject property has been zoned OI (Office Institutional District) since 1960, the earliest zoning record on file for the parcel.

PROJECT SUMMARY

The applicant requests a rezoning of a portion of parcel consisting of approximately 1.2-acre of land from OI (Office Institutional District) to BG (General Business District) with a Special Use Permit to allow a Special Events Facility at the location. The subject property is located along the eastern right-of-way of E Crogan Street, between its intersections with Paper Mill Road and Stanley Court.

CONCEPT PLAN





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ZONING AND DEVELOPMENT STANDARDS

The existing 5,010 square foot structure on the site was built in 1938 and was last used as a Social/Fraternal Hall. A variance was approved in February 2021 to allow the existing structure to encroach 35 feet into the required 50-foot front setback (**VAR2021-00049**).

The applicant's proposal includes a rehabilitation of the existing structure to bring it up to current building code for use as a Special Events Facility. In addition, the applicant proposes the construction of an approximately 4,000 square foot addition on the northeast side of the existing structure for use as a beauty/nail salon.

If approved as BG (General Business District), the proposal will require a variance from the minimum standards as follows:

Article 1 Districts, Section 102.11 BG General Business District, Subsection B.
Lot Development Standards

Standard	Requirement	Proposal	Recommendation
Minimum Lot Area	None	1.2 acres	N/A
Minimum Lot Width	None	285 feet	N/A
Minimum Front Setback	50 feet 15 feet	50 feet 15 feet	N/A; VAR2021-00049
Minimum Side Setback	10 feet	10 feet	N/A
Minimum Rear Setback	10 feet	10 feet	N/A
Impervious Surface Coverage	95% (1.14 acres)	85% (1.02 acres)	N/A
Maximum Building Height	35 feet	35 feet	N/A



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2.

Article 1 Districts, Section 103.2 Use Table

Standard	Requirement	Proposal	Recommendation
Special Event Facility	BG- Special Use Permit	BG- Special Use Permit	Approval w/ Conditions

Article 2 Supplemental and Accessory Use Standards, Section 200.3 Supplemental Use Standards, Subsection 200.3.73 Special Event Facility reads as follows:

- A.** Such facilities shall be located on a principle arterial, major arterial, minor arterial, major collector street, or a state highway.
- B.** During inclement weather, there shall be sufficient space to safely shelter guests.
- C.** Adequate permanent restroom facilities shall be provided, which shall meet the minimum requirements of the Gwinnett County Environmental Health section and building code requirements.
- D.** Adequate off-street parking facilities shall be provided on-site.
- E.** Such facilities shall meet the Lawrenceville Code of Ordinance: Special Events Facilities.
- F.** Alcohol sales and consumption on the premises of a special event facility outside the Downtown Entertainment District is prohibited in HSB and HM zoning district.

Article 4 Buffers, Section 403 Buffers Table

Standard	Requirement	Proposal	Recommendation
BG-BG	0 ft	0 ft	N/A
BG-OI	0 ft	0 ft	N/A



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2.

Article 5 Parking, Section 508 Number of Off-Street Parking Spaces Required, **Table 5-3**

Standard	Gross Square Footage ¹	Requirement	Proposal	Recommendation
Studio, Gallery, Meeting Facility, or Place of Worship	5,010 gsf	1 space per 100 gsf (50 spaces)	1 space per 150 gsf (34 spaces)	Variance
Retail Sales and Services	4,000 gsf	1 space per 300 gsf (13 spaces)	1 space per 81 gsf (15 spaces)	N/A
Total	9,010 gsf	63 spaces	49 spaces	Variance

¹ GSF – Gross Square Footage

The specific variance required is as follows:

- A variance from the Zoning Ordinance, Article 5 – Parking, Section 508 – Number of Off-Street Parking Spaces Required, Table 5-3. A decrease in the required number of off-street parking spaces for a Studio, Gallery, Meeting Facility or Place of Worship from the required sixty-three (63) spaces to forty-nine (49) spaces results in a decrease of fourteen (14) parking spaces or twenty-two percent (22%). The results exceed the limitations of administrative approval.

The proposal otherwise satisfies the minimum requirement of the Supplemental and Accessory Use Standards for Special Event Facilities/Banquet Halls, including location along a properly classified road and adequate restroom facilities. Additionally, the proposal complies with the intent of the Code of Ordinance as it relates to Special Event Facilities/Banquet Halls. The 2020 Zoning Ordinance allows these facilities specific zoning classifications, including BG zoning classification. However, if the applicant chooses to serve alcohol during events an Alcoholic Beverages License will be required.

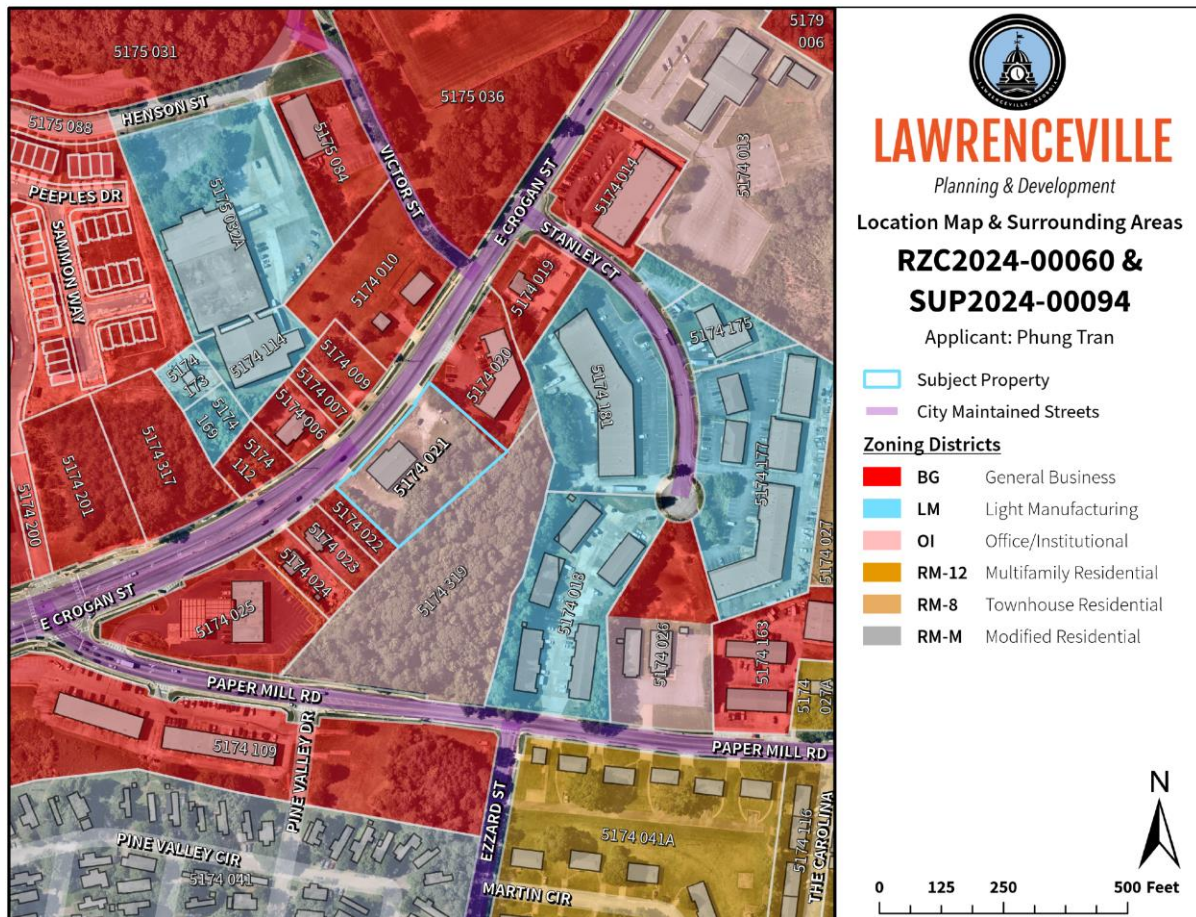


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2.

CITY OF LAWRENCEVILLE OFFICIAL ZONING MAP



SURROUNDING ZONING AND USE

The East Crogan Street corridor between its intersections with Paper Mill Road and Stanley Court is primarily characterized by office and retail uses. The properties adjacent to the subject property on East Crogan Street, as well as those across the street, are all zoned BG, which is the same zoning district as requested. The property immediately adjacent to the south is an undeveloped tract of land zoned OI (Office Institutional District), while nearby office/warehouse uses zoned LM (Light Manufacturing District), and multifamily apartments zoned RM-12 (Multifamily Residential District) located further out from the subject property.

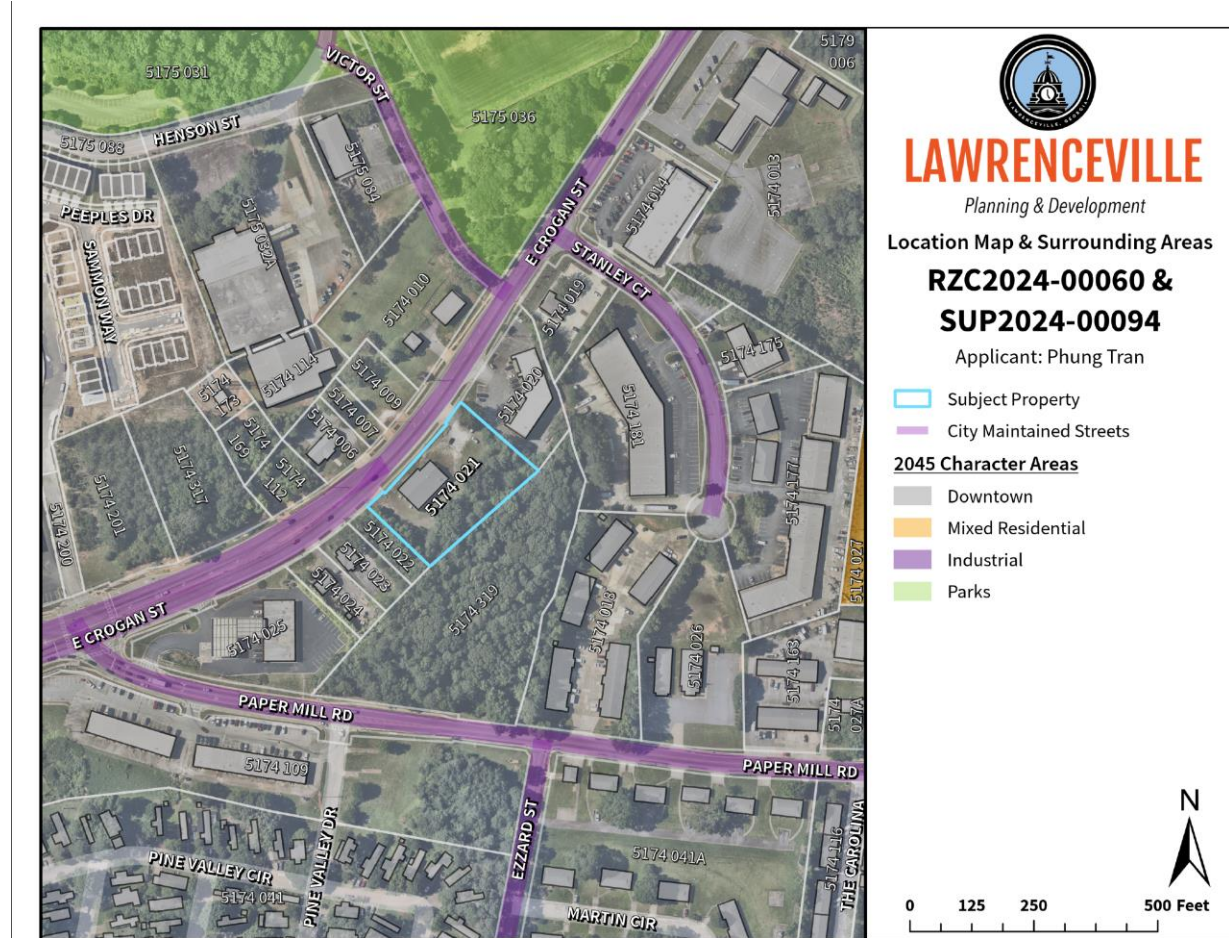


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2.

LAWRENCEVILLE 2045 COMPREHENSIVE PLAN – FUTURE LAND USE PLAN MAP



2045 COMPREHENSIVE PLAN

The City of Lawrenceville 2045 Comprehensive Plan and Future Development Map indicate the subject property is located within the Downtown character area. Lawrenceville's Downtown character area serves as the historical and cultural heart of the city, preserving its unique charm while nurturing economic vitality. With a robust economy and a focus on community life, Downtown is a hub of cultural activities and commerce. The requested zoning change is compatible with the goals of the 2045 Comprehensive Plan for the Downtown character area, which supports a variety of uses at a wide range of density levels.



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2.

STAFF RECOMMENDATION

In conclusion, the proposal is consistent with the established zoning and land use patterns in the immediate area as well as the long-term vision established by the City in its 2045 Comprehensive Plan. The intent of the Comprehensive Plan is to encourage positive redevelopment by benefiting from the “halo effect” of high-quality development already happening nearby. This proposal may not meet these lofty goals, but it does propose the rehabilitation of a vacant structure in a manner that is not inconsistent with the current character of the surrounding area.

Given the aforementioned factors, the Planning and Development Department recommends the **APPROVAL WITH CONDITIONS** of the request.



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2.

CITY OF LAWRENCEVILLE DEPARTMENT COMMENTS:

DEVELOPMENT

Recommend conditioning a minimum 10-foot-wide landscape strip along the frontage of East Crogan Street.

BUILDING

Any future permits involved with proposed work on the existing structure and new structure will need to be designed to and strictly adhere to the 2018 International Building Code, 2018 International Plumbing Code, 2018 International Mechanical Code, 2018 International Plumbing Code, 2020 National Electric Code, 2018 International Existing Building Code, 2015 International Energy Code, Gwinnett County Fire and Life Safety Code, City of Lawrenceville Code of Ordinances, etc. For the International Building Codes and the National Electric Code the State of Georgia has amended this codes and each amendment year changes to the code should be included in the design of the building plans and cited on the building plans with the corresponding codes.

STREET AND SANITATION DEPARTMENT

Rotate dumpster enclosure counterclockwise 45 degrees and move it a few feet northeast to directly face the drive aisles. Install a minimum 30' by 10' dumpster pad at its entrance.

ENGINEERING DEPARTMENT

No comment

PUBLIC WORKS

No comment

ELECTRIC DEPARTMENT

No comment

GAS DEPARTMENT

No comment

DAMAGE PREVENTION DEPARTMENT

No comment

CODE ENFORCEMENT

No comment



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2.

STATE CODE 36-67-3 (FMR.) REVIEW STANDARDS:

- 1. Whether a zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property;**

Nearby properties along the eastern right-of-way of E Crogan Street are zoned BG, the same zoning classification proposed with this rezoning. The greater area is commercial in nature, so the proposed development may be suitable here considering the uses and zoning of adjacent and nearby properties.

- 2. Whether a zoning proposal will adversely affect the existing use or usability of adjacent or nearby property;**

With the recommended conditions, potential impacts on adjacent and nearby properties could be reduced.

- 3. Whether the property to be affected by a zoning proposal has a reasonable economic use as currently zoned;**

The property has reasonable economic use as currently zoned.

- 4. Whether the zoning proposal will result in a use that will or could cause excessive or burdensome use of existing streets, transportation facilities, utilities, or schools;**

Impacts on public facilities would be anticipated in the form of traffic and stormwater runoff. The developer would have to take the necessary precautions to ensure that these do not overwhelm local systems.

- 5. Whether the zoning proposal is in conformity with the policy and intent of the Comprehensive Plan;**

The proposed uses may be consistent with the types of uses envisioned for the Downtown character area in Lawrenceville's 2045 Comprehensive Plan.



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2.

6. Whether there are other existing or changing conditions affecting the use and development of the property, which give supporting grounds for either approval or disapproval of the zoning proposal;

There is recent precedent for approval of Special Events Facilities/Banquet Halls in BG zoning districts as a special use. Such cases include SUP2023-00083 and SUP2023-00084, approved December 13, 2023, and SUP2024-00086, approved June 26, 2024.

To ensure compatibility with rules and regulations of the City of Lawrenceville, it is suggested that conditions limit the Special Use Permit to a period of two years.

PLANNING COMMISSION

RECOMMENDED CONDITIONS_10282024

RZC2024-00060

Approval as BG (General Business District) for a wide range of retail and service establishments, subject to the following enumerated conditions:

1. To restrict the use of the property as follows:

- A.** To allow General Business uses not exceeding 9,010 gross square footage of retail, service-commercial, office and accessory uses.
- B.** Other retail, service-commercial, office and accessory uses. The following uses shall be prohibited:
 - Adult Bookstores or Entertainment
 - Automotive Uses such as:
 - i. Parts Stores
 - ii. Used Car Sales
 - iii. Tire Sales
 - iv. Auto Repair/Body Shop
 - v. Car/Truck Rental
 - Contractor's Offices
 - Emission Inspection Stations
 - Equipment Rental
 - Extended Stay Hotels or Motels
 - Recovered Materials Processing Facilities
 - Smoke Shops/Novelty Stores
 - Tattoo Parlors
 - Taxidermists
 - Yard Trimmings Composting Facilities
- C.** The development shall be in general accordance with submitted site plan received by the Department of Planning and Development, dated November

5, 2023, with changes necessary to meet zoning and development regulations. Any changes shall be subject to review and approval by the Director of Planning and Development.

- D.** Final site plans, landscape plans and building elevations shall be subject to review and approval of the Director of Planning and Development prior to the issuance of development or building permits.
- E.** No tents, canopies, temporary banners, streamers, or roping decorated with flags, tinsel, or other similar material shall be displayed, hung, or strung on the site. No decorative balloons or hot-air balloons shall be displayed on the site. Yard and/or bandit signs, sign-twirlers, or sign walkers shall be prohibited.
- F.** Peddlers and/or any parking lot sales unrelated to the rezoning shall be prohibited.
- G.** Outdoor storage shall be prohibited.
- H.** The owner shall repaint or repair any graffiti or vandalism that occurs on the property within 72 hours.

2. To satisfy the following site development considerations:

- A.** The development shall be constructed in conformity with the City of Lawrenceville Zoning Ordinance and Development Regulations. The final design shall be subject to the review and approval of the Director of Planning and Development.
- B.** Electrical, Mechanical, Plumbing or Structural modifications shall be subject to the rules and regulations of the International Building Code (IBC). Plans shall be subject to the review and approval of the Director of Planning and Development.
- C.** A building permit shall be issued for the full scope of work, encompassing both the required modifications to the existing structure and the construction requirements for the proposed new structure. A single Certificate of Occupancy (CO) will be issued for the property as a whole, contingent upon the completion of all work in compliance with applicable codes and standards.
- D.** Landscape shall be designed and installed to meet the conditions of zoning, requirements of the Zoning Ordinance and Development Regulations. The

final design shall be subject to the review and approval of the Director of Planning and Development.

- E.** All parking must be on an approved surface and striped.
- F.** Provide a ten (10) foot landscape strip adjacent to all public rights-of-way.
- G.** Provide a five (5) foot concrete sidewalk adjacent to all public right-of-way.
- H.** Lighting shall be contained in cut-off type luminaries and shall be directed toward the property so as not to shine directly into adjacent properties or right-of-way;
- I.** Dumpsters shall be screened by solid masonry walls matching the building, with an opaque metal gate enclosure.

3. The following variances are requested:

- A.** A variance from the Zoning Ordinance, Article 5 – Parking, Section 508 – Number of Off-Street Parking Spaces Required, Table 5-3. Allows for a twenty-two percent (22%) decrease in the required number of off-street parking spaces for a Studio, Gallery, Meeting Facility or Place of Worship from the required sixty-three (63) parking spaces to forty-nine (49) parking spaces.

SUP2024-00094

Approval of Special Use Permit for a Special Event Facility/Banquet Hall, subject to the following conditions:

- 1.** General Business uses, which may include a Special Event Facility/Banquet Hall as a special use allowing conferences, galas, weddings, and other similar events.
- 2.** Special Event Facility/Banquet Hall shall be limited to the existing structure consisting of 5,010 gross square footage. Any increase in square footage shall require the approval of a Special Use Permit.
- 3.** No tents, canopies, temporary banners, streamers or roping decorated with flags, tinsel, or other similar material shall be displayed, hung, or strung on the site. No decorative balloons or hot-air balloons shall be displayed on the site. Yard and/or bandit signs, sign-twirlers or sign walkers shall be prohibited.

4. Lighting shall be contained in cut-off type luminaries and shall be directed in toward the property so as not to shine directly into adjacent properties or rights-of-way.
5. Peddlers and/or any parking lot sales unrelated to the Special Use shall be prohibited.
6. Outdoor storage shall be prohibited.
7. Dumpsters shall be screened by solid masonry walls matching the building, with an opaque metal gate enclosure.
8. The owner shall repaint or repair any graffiti or vandalism that occurs on the property within 72 hours.
9. Alcohol may only be served at an indoor special events facility by a licensed caterer under the provisions set forth in the Code of the City of Lawrenceville, Georgia Chapter 4 Alcoholic Beverages or by the owner of the indoor special events facility in compliance with all applicable sections of the Code of the City of Lawrenceville, Georgia Chapter 4 Alcoholic Beverages.
10. Requires proper licenses for food service; must comply with all local, county, and state laws and regulations.
11. Business must acquire a new Certificate of Occupancy within 90 days of approval from City Council or this Special Use Permit is void. The name of the business/tenant name shall be consistent across the Gwinnett Fire Marshall Certificate of Occupancy, City of Lawrenceville Certificate of Occupancy, and the City of Lawrenceville Occupational Tax Certificate.
12. The Special Use Permit shall be limited to a period of two years, at which time the use shall cease, or an application made for renewal.



LAWRENCEVILLE

GEORGIA

REZONING APPLICATION

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
NAME: <u>PHUNG MY TRAN</u>	NAME: <u>PHUNG MY TRAN & David Pham</u>
ADDRESS: <u>2839 HUTCHINS RD</u>	ADDRESS: <u>179 East Crogan St</u>
CITY: <u>LAWRENCEVILLE</u>	CITY: <u>LAWRENCEVILLE</u>
STATE: <u>GA</u> ZIP: <u>30044</u>	STATE: <u>GA</u> ZIP: <u>30044</u>
CONTACT PERSON: <u>TRAN, PHUNG</u> PHONE: <u>404-547-8692</u>	
* If multiple property owners, each owner must file an application form or attach a list, however only one fee. Multiple projects with one owner, must file separate applications, with separate fees.	
PRESENT ZONING DISTRICT(S): <u>01-BG</u> REQUESTED ZONING DISTRICT: <u>1.2</u>	
PARCEL NUMBER(S): <u>R5174021</u> ACREAGE: _____	
ADDRESS OF PROPERTY: <u>179^E CROGAN ST LAWRENCEVILLE GA 30046</u>	

PHUNG 09/16/2024
SIGNATURE OF APPLICANT DATE

David Pham Sep-16-2024
SIGNATURE OF OWNER DATE

PHUNG MY TRAN
TYPED OR PRINTED NAME

DAVID THANH PHAM
TYPED OR PRINTED NAME

[Signature] 9/16/2024
NOTARY PUBLIC DATE

[Signature] 9/16/2024
NOTARY PUBLIC DATE

KILSY RAMOS
NOTARY PUBLIC
Gwinnett County
State of Georgia
My Comm. Expires Aug. 29, 2026

KILSY RAMOS
NOTARY PUBLIC
Gwinnett County
State of Georgia
My Comm. Expires Aug. 29, 2026

RZC2024-00060 & SUP2024-00094
RECEIVED OCTOBER 7, 2024
PLANNING & DEVELOPMENT DEPARTMENT

RZC2024-00060 & SUP2024-00094
RECEIVED OCTOBER 16, 2024
PLANNING & DEVELOPMENT DEPARTMENT



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SPECIAL USE PERMIT APPLICATION

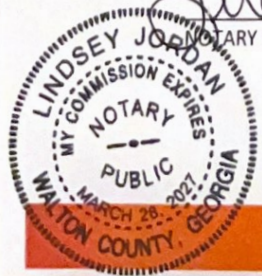
APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
NAME: <u>Phung My Tran</u>	NAME: <u>Phung My Tran & David Pham</u>
ADDRESS: <u>2839 Huntchins RD</u>	ADDRESS: <u>179 E Crogan ST</u>
CITY: <u>Lawrenceville GA</u>	CITY: <u>Lawrenceville</u>
STATE: <u>GA</u> ZIP: <u>30044</u>	STATE: <u>GA</u> ZIP: <u>30046</u>
PHONE: _____	PHONE: _____
CONTACT PERSON: <u>Tran, Phung</u> PHONE: <u>404 547 8692</u>	
CONTACT'S E-MAIL: <u>PhungmyTran1974@yahoo.com</u>	
* If multiple property owners, each owner must file an application form or attach a list, however only one fee. Multiple projects with one owner, must file separate applications, with separate fees.	
ZONING DISTRICT(S): <u>01. BG</u> ACREAGE: <u>1.2</u>	
PARCEL NUMBER(S): <u>RS 174 021</u>	
ADDRESS OF PROPERTY: <u>179 E Crogan ST Lawrenceville GA 30046</u>	
PROPOSED SPECIAL USE: <u>Event Space</u>	

[Signature] 10/16/24
SIGNATURE OF APPLICANT DATE

DAVID THANH PHAM
TYPED OR PRINTED NAME

[Signature] 10/16/24
SIGNATURE OF OWNER DATE

Phung My Tran
TYPED OR PRINTED NAME



[Signature] 10/16/24
NOTARY PUBLIC DATE

[Signature] 10/16/24
NOTARY PUBLIC DATE



70 S Clayton St • PO Box 2200 • Lawrenceville, Georgia 30046-2200
770.963.2414 • www.lawrencevillega.org



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DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

Have you, within the two years immediately preceding the filing of this application, made campaign contributions aggregating \$250.00 or more to the Mayor of the City of Lawrenceville, a member of the City Council, or to a member of the Planning Commission of the City of Lawrenceville? NO
Y/N

If the answer is yes, please complete the following section:

NAME OF GOVERNMENT OFFICIAL	CONTRIBUTIONS (List all which aggregate to \$250 or more)	DATE CONTRIBUTION WAS MADE (Within last two years)

Have you, within the two years immediately preceding the filing of this application, made gifts having in the aggregate a value of \$250.00 or more to the Mayor of the City of Lawrenceville, a member of the City Council, or to a member of the Planning Commission of the City of Lawrenceville? _____
Y/N

If the answer is yes, please complete the following section:

NAME OF GOVERNMENT OFFICIAL	CONTRIBUTIONS (List all which aggregate to \$250 or more)	DATE CONTRIBUTION WAS MADE (Within last two years)

Attach additional sheets if necessary to disclose or describe all contributions/gifts.



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GEORGIA

VERIFICATION OF CURRENT PAID PROPERTY TAXES FOR SPECIAL USE PERMIT

THE UNDERSIGNED BELOW IS AUTHORIZED TO MAKE THIS APPLICATION. THE UNDERSIGNED CERTIFIES THAT ALL CITY OF LAWRENCEVILLE PROPERTY TAXES BILLED TO DATE FOR THE PARCEL LISTED BELOW HAVE BEEN PAID IN FULL TO THE CITY OF LAWRENCEVILLE, GEORGIA. IN NO CASE SHALL AN APPLICATION BE PROCESSED WITHOUT SUCH PROPERTY VERIFICATION.

*Note: A SEPARATE VERIFICATION FORM MUST BE COMPLETED FOR EACH TAX PARCEL INCLUDED IN THE SPECIAL USE PERMIT REQUEST.

PARCEL I.D. NUMBER: 179 East Grogan - RS174021
 (Map Reference Number) District Land Lot Parcel

TRAN MY PHUNG plunk Sep 19, 2024
 Signature of Applicant Date

TRAN MY Phung
 Type or Print Name and Title

PLEASE TAKE THIS FORM TO THE TAX COMMISSIONER'S OFFICE AT THE GWINNETT JUSTICE AND ADMINISTRATION CENTER, 75 LANGLEY DRIVE, FOR THEIR APPROVAL BELOW.

REVENUE TECHNICIAN'S USE ONLY

(PAYMENT OF ALL PROPERTY TAXES BILLED TO DATE FOR THE ABOVE REFERENCED PARCEL HAVE BEEN VERIFIED AS PAID CURRENT AND CONFIRMED BY THE SIGNATURE BELOW)

[Signature]
 NAME
9/19/24
 DATE

Deidre Pitts - Tax Services Manager
 VERIFICATION OF TITLE
 COUNTY TAXES ONLY
 (770) 822-7311

70 S Clayton St • PO Box 2200 • Lawrenceville, Georgia 30046-2200
 770.963.2414 • www.lawrencevillega.org

Tran, My Phung
179 E Crogan St
Lawrenceville, GA 30046
United States

City of Lawrenceville
Department of Planning and Development
70 S Clayton Street
Lawrenceville GA 30046

Subject: Letter of Intent for special events
Date: 10/13/2024

Dear Paul Lorenc,
I hope this letter finds you well. I am writing to formally express my intent to develop an event hall in Lawrenceville for indoor events such as baby showers, bridal showers, birthdays, community festivals, charity galas, and corporate gatherings.

We believe that hosting an event facility will not only enhance our event but also foster community engagement. We are particularly interested in 179 E Crogan St Lawrenceville, GA 30046 as it aligns perfectly with our vision for this gathering.

Details of the proposal:

Dates: TBD

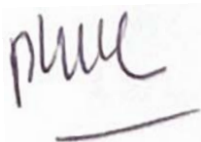
Hours: TBD

Location: TBD

Seating: TBD

Thank you for your attention to this matter. I look forward to your prompt response.

Sincerely,
Phung My Tran
phungmytran1974@yahoo.com
(404)547-8692



RZC2024-00060 & SUP2024-00094
RECEIVED OCTOBER 16, 2024
PLANNING & DEVELOPMENT DEPARTMENT

EXHIBIT "A"

**ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 174 OF THE 5
TH LAND DISTRICT, CITY OF LAWRENCEVILLE, GWINNETT COUNTY, GEORGIA AND
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**COMMENCE AT A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF PAPER MILL
ROAD (R/W VARIES) AND BEING THE SOUTHWEST CORNER OF A PARCEL OF LAND
AS SHOWN ON A PLAT OF SURVEY FOR HUTCHCRAFT ENTERPRISES, WILLIAM A.
HUTCHCRAFT, PREPARED BY HANNON, MEEKS & BAGWELL, SURVEYORS &
ENGINEERS, INC. DATED SEPTEMBER 4, 1985, RECORDED IN PLAT BOOK 35, PAGE
222B, GWINNETT COUNTY RECORDS; THENCE RUNNING N83°11'29"W ALONG SAID
NORTHERLY RIGHT-OF- WAY LINE FOR A DISTANCE OF 116.03 FEET TO A POINT;
THENCE RUNNING N07°42'45"E ALONG SAID NORTHERLY RIGHT-OF-WAY LINE FOR A
DISTANCE OF 9.32 FEET TO A POINT; THENCE RUNNING N82°27'20"W ALONG SAID
NORTHERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 299.01 FEET TO A FOUND
RIGHT-OF-WAY MONUMENT; THENCE RUNNING N41°08'35"E FOR A DISTANCE OF
148.14 FEET TO A FOUND ½" REBAR WITH CAP (CONROY); THENCE RUNNING N42
43'58"E FOR A DISTANCE OF 74.24 FEET TO A FOUND 1/2" REBAR WITH CAP
(CONROY); THENCE RUNNING N44°17'47"E FOR A DISTANCE OF 129.66 FEET TO A
FOUND SPIKE AND THE POINT OF BEGINNING; THENCE RUNNING N46°26'43"W FOR A
DISTANCE OF 174.50 FEET TO A FOUND 1" IRON PIPE AND THE SOUTHEASTERLY
RIGHT-OF-WAY LINE OF EAST CROGAN STREET; THENCE WITH A CURVE TURNING
TO THE LEFT ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF EAST CROGAN
STREET, WITH AN ARC LENGTH OF 44.40', HAVING A RADIUS OF 990.02', WITH A
CHORD BEARING OF N47°44'20"E, AND A CHORD LENGTH OF 44.40' TO A FOUND
RIGHT-OF-WAY MONUMENT; THENCE RUNNING S42°23'11"E ALONG SAID
SOUTHEASTERLY RIGHT-OF- WAY LINE OF EAST CROGAN STREET FOR A DISTANCE
OF 4.16 FEET TO A FOUND RIGHT-OF-WAY MONUMENT; THENCE RUNNING N43
34'46"E ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF EAST CROGAN
STREET FOR A DISTANCE OF 12.75 FEET TO A FOUND RIGHT-OF-WAY MONUMENT;
THENCE WITH A CURVE TURNING TO THE LEFT ALONG SAID SOUTHEASTERLY
RIGHT-OF-WAY LINE OF EAST CROGAN STREET, WITH AN ARC LENGTH OF 174.05',
HAVING A RADIUS OF 1044.42", WITH A CHORD BEARING OF N41°57'37"E, AND A
CHORD LENGTH OF 173.84 TO A RIGHT-OF-WAY MONUMENT, THENCE RUNNING
N51°23'19"W ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF EAST CROGAN
STREET FOR A DISTANCE OF 4.02 FEET TO A RIGHT-OF-WAY MONUMENT; THENCE
WITH A CURVE TURNING TO THE LEFT ALONG SAID SOUTHEASTERLY RIGHT-OF-
WAY LINE OF EAST CROGAN STREET WITH AN ARC LENGTH OF 52.52", HAVING A
RADIUS OF 1040.00', WITH A CHORD BEARING OF N35°50'43"E, AND A CHORD LENGTH
OF 52.51' TO A RIGHT-OF-WAY MONUMENT; THENCE RUNNING S48°37'35"E FOR A
DISTANCE OF 209.00 FEET TO A POINT; THENCE RUNNING S48°38'50"W FOR A
DISTANCE OF 291.31 FEET TO THE POINT OF BEGINNING.**

**SAID TRACT OR PARCEL OF LAND CONTAINING 1.203 ACRES (52,442 SQUARE FEET)
MORE OR LESS.**

Tax ID#: R5174-021

Subject to any Easements or Restrictions of Record

File #: 23179
Limited Warranty Deed

Page 3 of 4

**RZC2024-00060 & SUP2024-00094
RECEIVED OCTOBER 7, 2024
PLANNING & DEVELOPMENT DEPARTMENT**

FPL2020-00064

PLAT B: 00154 P: 00025 01/07/2022 12:09 AM
22L000571 Page 3 of 3

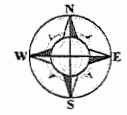
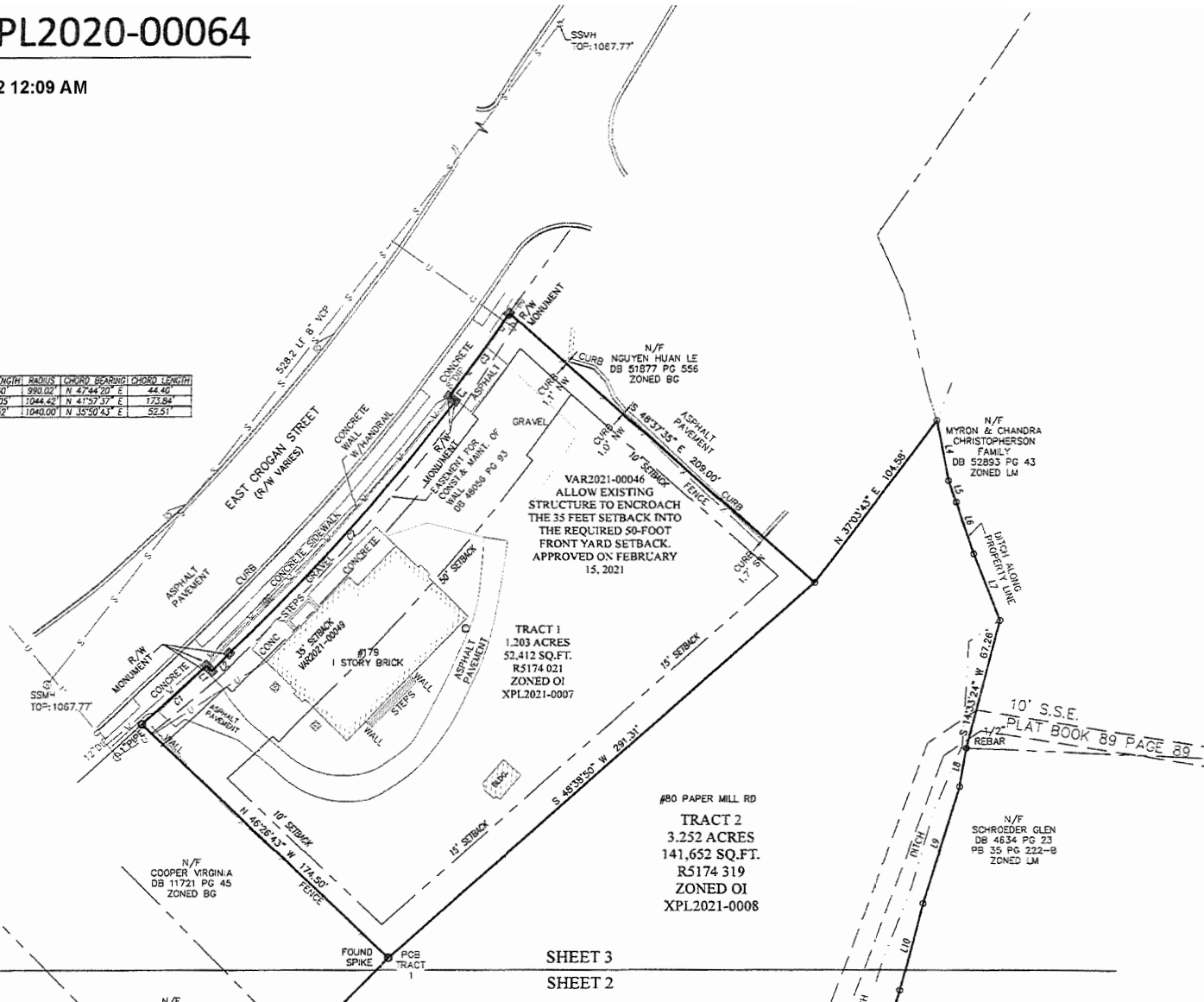


FOR THE FIRM
BOUNDARY ZONE, INC.
LSF #839
NOT VALID WITHOUT
ORIGINAL SIGNATURE

Daniel F. Conroy
DANIEL F. CONROY PLS #2350 DATE 03/19/2020

CURVE	ARC LENGTH	RADIUS	CURVE BEARING	CHORD LENGTH
C1	44.40	990.00	N 47°44'20" E	44.40
C2	174.03	1044.42	N 41°52'37" E	173.84
C3	52.52	1040.00	N 35°50'43" E	52.51

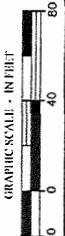
LINE	BEARING	DISTANCE
L1	S 42°21'11" E	9.16
L2	N 43°44'48" E	12.73
L3	N 51°23'19" W	4.02
L4	S 17°01'59" E	31.27
L5	S 18°49'45" E	11.85
L6	S 18°49'45" E	28.02
L7	S 21°43'20" E	36.78
L8	S 09°47'14" W	20.30
L9	S 17°33'24" W	63.09
L10	S 14°41'41" W	46.21
L11	S 16°10'38" W	45.43
L12	S 37°54'12" W	44.03
L13	S 09°45'37" W	58.73
L14	S 12°57'28" W	85.19
L15	S 16°04'47" W	83.75
L16	N 07°42'45" E	9.32



GRID NORTH
GA WEST NAD 83
DATUM NAVD 88

SCALE: 1"=40'

DATE	REVISION
11/26/2020	CHERRY COUNTY COMMENTS
11/23/2021	LAURENCE HILL COMMENTS



MINOR SUBDIVISION PLAT
PREPARED FOR: ROBERT WILGUS
LAND LOT 174, 5TH DISTRICT
GWINNETT COUNTY, GEORGIA - 03/19/2020

- | | | | | | | | | | |
|--|--|---|---|--|--|--|---|--|--|
| <ul style="list-style-type: none"> PROPERTY CORNER FOUND (AS NOTED) 1/2" REBAR WITH CAP SET LSF# 839 R/W MONUMENT FIRE HYDRANT | <ul style="list-style-type: none"> MANHOLE CLEAN OUT WATER METER WATER VALVE POWER POLE LIGHT POLE | <ul style="list-style-type: none"> A/C UNIT GUY WIRE JUNCTION BOX OUTFLOW STRUCTURE DRAINAGE INLET POWER/LIGHT POLE | <ul style="list-style-type: none"> GAS VALVE CABLE BOX POWER METER POWER BOX REGULAR PARKING HANDICAP | <ul style="list-style-type: none"> LL LAND LOT N/F NOW OR FORMERLY R/W RIGHT-OF-WAY P/L PROPERTY LINE OVERHANG GAS METER | <ul style="list-style-type: none"> C.B. CATCH BASIN CNT CANTILEVER TELEPHONE BOX SIGN W-WATER LINE U-OVERHEAD UTILITY LINE | <ul style="list-style-type: none"> S-SEWER LINE G-GAS LINE C-CABLE LINE T-TELEPHONE LINE X-FENCE LINE CONTOUR LINE | <ul style="list-style-type: none"> BS. BUILDING SETBACK LINE CONC. CONCRETE EOP EDGE OF PAVEMENT BFE BASEMENT FLOOR ELEVATION GFE GARAGE FLOOR ELEVATION FFE FINISHED FLOOR ELEVATION | <ul style="list-style-type: none"> DB DEED BOOK PB PLAT BOOK PG PAGE POB POINT OF BEGINNING POC POINT OF COMMENCEMENT A.K.A. ALSO KNOWN AS | <ul style="list-style-type: none"> F.K.A. FORMERLY KNOWN AS NAD NORTH AMERICAN DATUM NAVD NORTH AMERICAN VERTICAL DATUM HARDWOOD TREE PINE TREE |
|--|--|---|---|--|--|--|---|--|--|

THIS SURVEY WAS MADE WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT. EASEMENTS AND ENCUMBRANCES MAY EXIST WHICH BENEFIT AND BURDEN THIS PROPERTY.

THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ENTITY NAMED HEREON AND DOES NOT EXTEND TO ANY UNNAMED PERSON WITHOUT A RECERTIFICATION BY THE SURVEYOR NAMING SAID PERSON.

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THIS DRAWING AND ITS REPRODUCTIONS ARE THE PROPERTY OF THE SURVEYOR AND MAY NOT BE REPRODUCED, PUBLISHED OR USED IN ANY WAY WITHOUT THE WRITTEN PERMISSION OF THIS SURVEYOR.

TOTAL AREA: 4.465 ACRES / 194,501 SQUARE FEET

BOUNDARY REFERENCE: DEED BOOK 64 PAGE 483
FIELDWORK PERFORMED ON 03/18/2020

THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 100,000 FEET.

THIS PLAT HAS BEEN PREPARED USING A TRIMBLE ROBOTIC TOTAL STATION.

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A RELATIVE POSITIONAL ACCURACY OF 0.02 FEET.

811
Know what's below.
Call before you dig.

BOUNDARY zone, inc.

LAND SURVEYING SERVICES
LANDSCAPE ARCHITECTURE
LAND PLANNING

SURVEYING • LANDSCAPE ARCHITECTURE • LAND PLANNING
WWW.BOUNDARYZONE.COM • (770) 271-5772 • (919) 363-9226

SEWANEK
434 SATELLITE BLVD, SUITE 200
SUWANEE, GEORGIA 30024

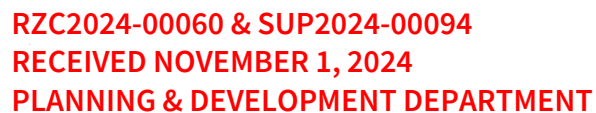
ATLANTA
1100 PEACHTREE STREET, SUITE 200
ATLANTA, GA 30309

KENNESAW
975 COBB PLACE BLVD, SUITE 101
KENNESAW, GA 30144

RALEIGH
801 GLENWOOD AVE, SUITE 100
RALEIGH, NC 27602

PROJECT
21720 01

SHEET
3 OF 3





LAWRENCEVILLE

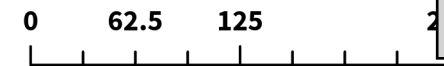
Planning & Development

Location Map & Surrounding Areas

RZC2024-00060 & SUP2024-00094

Applicant: Phung Tran

-  Subject Property
-  City Maintained Streets
-  DDA Boundary



Planning & Development

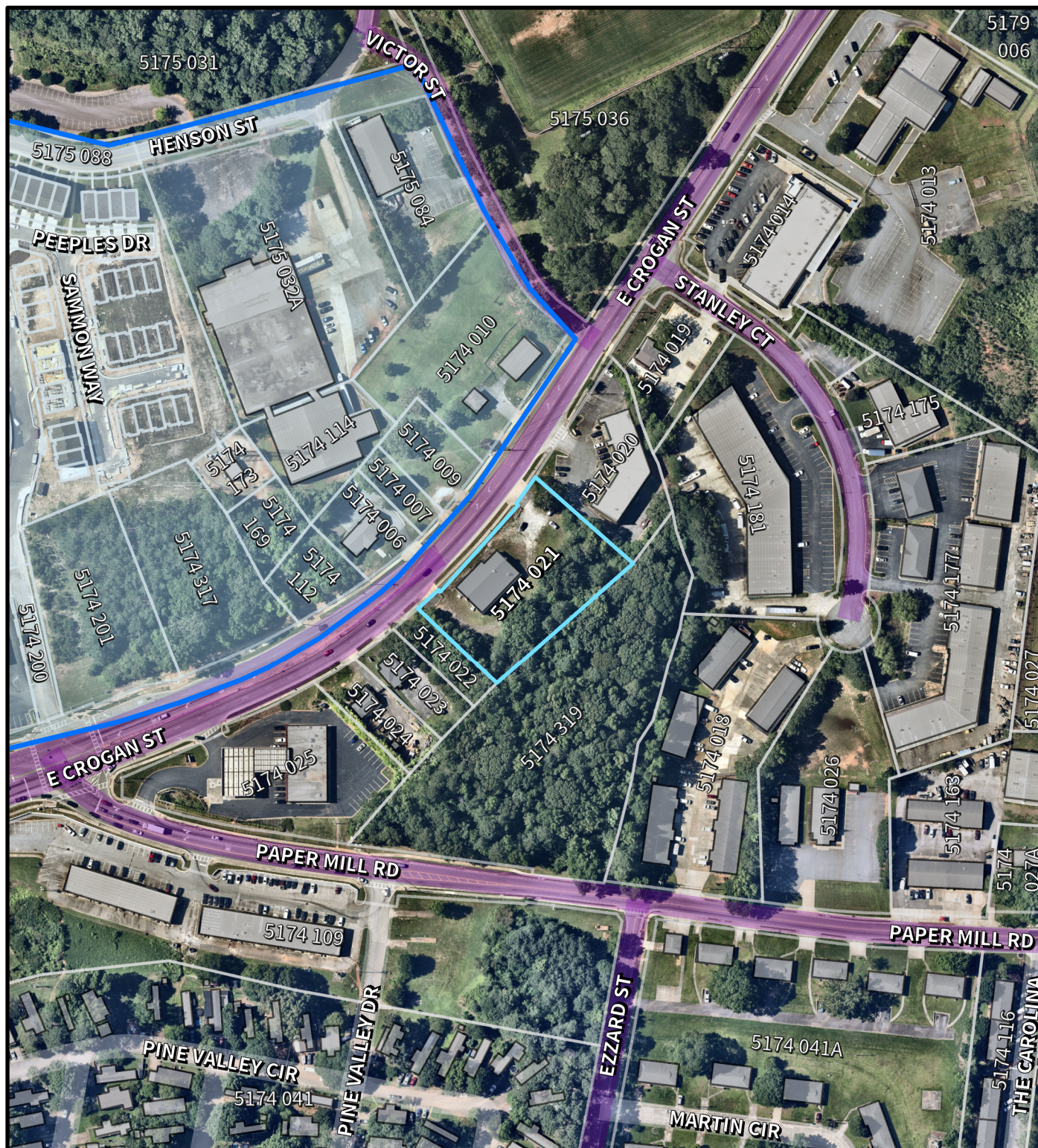
**RZC2024-00060 &
SUP2024-00094**

Applicant: Phung Tran

-  Subject Property
 City Maintained Streets
 DDA Boundary



0 125 250





LAWRENCEVILLE

Planning & Development

Location Map & Surrounding Areas

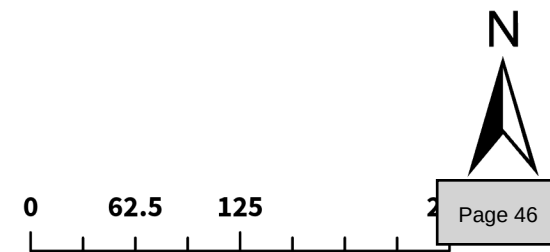
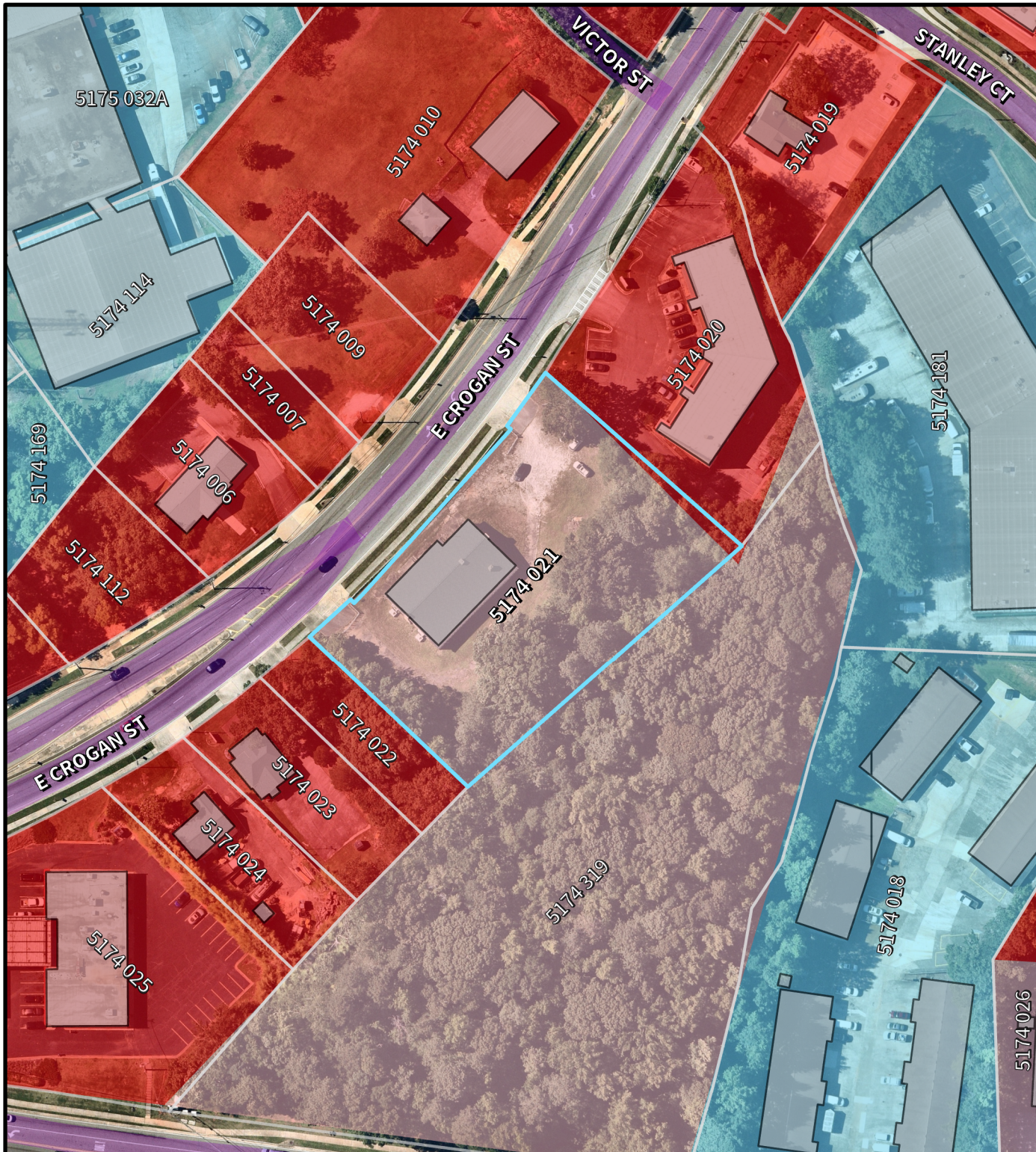
RZC2024-00060 & SUP2024-00094

Applicant: Phung Tran

-  Subject Property
-  City Maintained Streets

Zoning Districts

-  **BG** General Business
-  **LM** Light Manufacturing
-  **OI** Office/Institutional





LAWRENCEVILLE

Planning & Development

Location Map & Surrounding Areas

**RZC2024-00060 &
SUP2024-00094**

Applicant: Phung Tran

- Subject Property
- City Maintained Streets

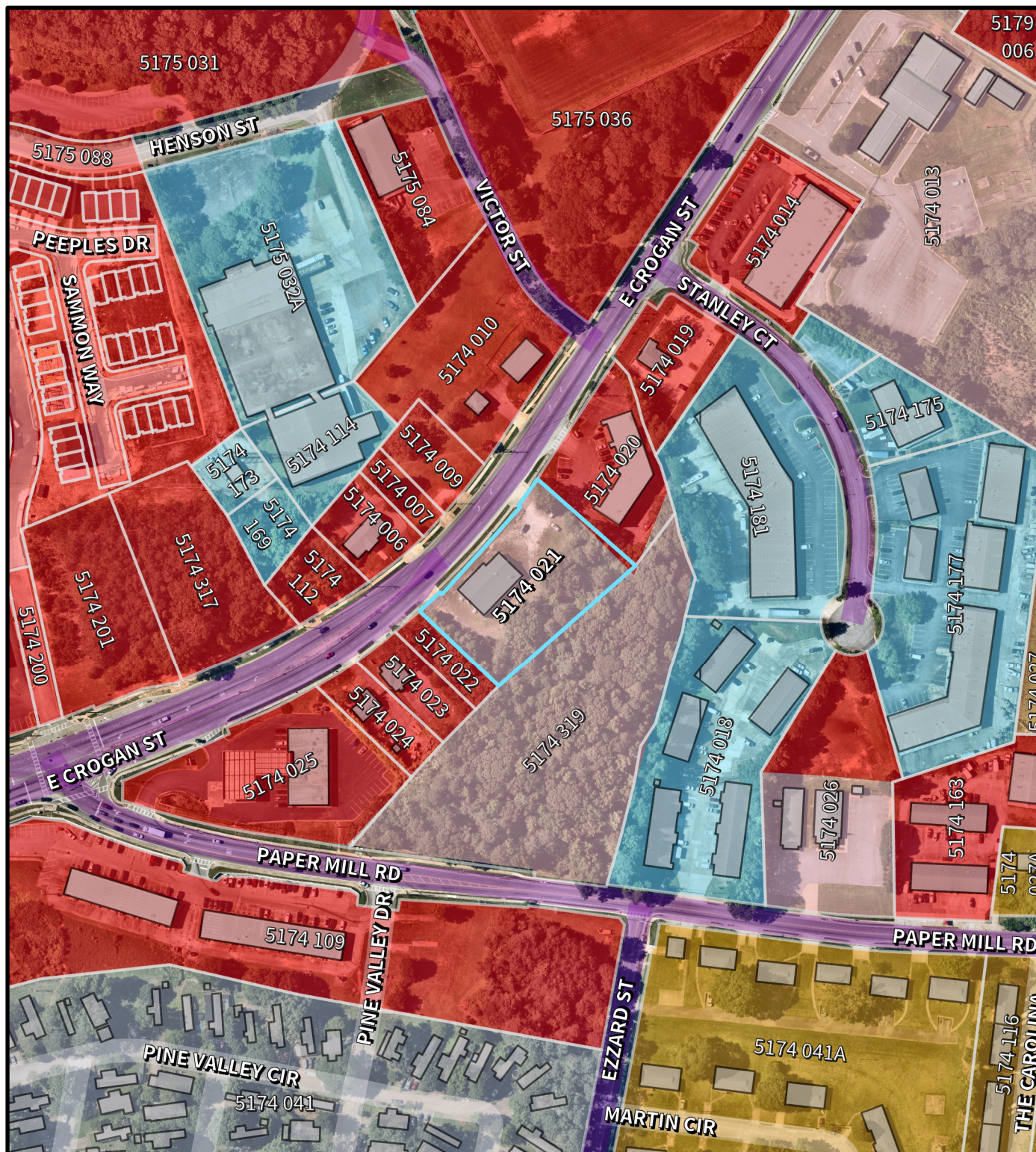
Zoning Districts

- BG General Business
- LM Light Manufacturing
- OI Office/Institutional
- RM-12 Multifamily Residential
- RM-8 Townhouse Residential
- RM-M Modified Residential



0 125 250

Page 47





LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: WORK SESSION, DECEMBER 11, 2024

AGENDA CATEGORY: GENERAL CITY BUSINESS

Item:	Ozora Church Road 4-inch Steel Relocation Project
Department:	Gas
Date of Meeting:	Wednesday, December 11, 2024
Fiscal Impact:	\$220,904.00
Presented By:	Todd Hardigree, Gas Director
Action Requested:	Award Ozora Church Road 4-inch Steel Relocation Project to low bidder, W.L. Griffin Company, LLC., amount not to exceed \$220,904.00. Authorization for Mayor or City Manager to execute contracts subject to approval by the City Attorney. Contracts to follow award.

Summary: This project consists of the installation of approximately 2,058 feet of 4-inch steel main pipe and installing approximately 2,080 feet of 4-inch PE pipe in the Ozora Church Rd and Hwy 81 area.

Fiscal Impact: Amount not to exceed \$220,904.00. This project is funded by the 2023 Bond Fund (3644700.541000). Project 11-048.

Attachments/Exhibits: Bid Tabulation

SB014-25

Ozora Church Road 4-inch Steel Relocation Project
Gas Department

				Gunter Construction Company		Pride Utility Construction Co., LLC		Southern Utility Group, LLC		Southern Pipeline		W.L. Griffin Company, LLC	
ITEM #	DESCRIPTION	APPROX. QTY		UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
Base Project													
1	Warranties & Bonds	1	LS	\$3,975.00	\$3,975.00	\$10,414.31	\$10,414.31	\$5,000.00	\$5,000.00	\$6,000.00	\$6,000.00	\$5,000.00	\$5,000.00
2	Remobilization	1	LS	\$3,549.00	\$3,549.00	\$12,563.44	\$12,563.44	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000.00	\$1,000.00
3	4" Polyethylene Open Trench	1180	LF	\$18.61	\$21,959.80	\$19.20	\$22,656.00	\$25.00	\$29,500.00	\$44.45	\$52,451.00	\$17.00	\$20,060.00
4	4" Polyethylene Bore	900	LF	\$47.07	\$42,363.00	\$46.51	\$41,859.00	\$26.00	\$23,400.00	\$47.00	\$42,300.00	\$24.00	\$21,600.00
5	4" Steel Open Trench	1208	LF	\$51.60	\$62,332.80	\$59.92	\$72,383.36	\$36.00	\$43,488.00	\$47.37	\$57,222.96	\$38.00	\$45,904.00
6	4" Steel Bore	850	LF	\$56.26	\$47,821.00	\$83.12	\$70,652.00	\$57.00	\$48,450.00	\$49.70	\$42,245.00	\$55.00	\$46,750.00
7	4" Polyethylene Tie-in	1	EA	\$7,098.00	\$7,098.00	\$5,734.68	\$5,734.68	\$3,000.00	\$3,000.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00
8	Service Tie-over Longside	1	EA	\$3,992.63	\$3,992.63	\$2,020.92	\$2,020.92	\$3,000.00	\$3,000.00	\$1,500.00	\$1,500.00	\$2,500.00	\$2,500.00
9	Service Replacement Insert/Re-dig Longside	1	EA	\$5,988.94	\$5,988.94	\$3,064.69	\$3,064.69	\$4,000.00	\$4,000.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
10	Locate Station Installation	5	EA	\$100.00	\$500.00	\$389.93	\$1,949.65	\$50.00	\$250.00	\$100.00	\$500.00	\$100.00	\$500.00
11	4" Steel Tap and Stop	3	EA	\$6,600.00	\$19,800.00	\$14,717.01	\$44,151.03	\$9,000.00	\$27,000.00	\$10,000.00	\$30,000.00	\$9,000.00	\$27,000.00
12	Add for Rock Bore 4"	280	FT	\$100.00	\$28,000.00	\$140.56	\$39,356.80	\$100.00	\$28,000.00	\$115.00	\$32,200.00	\$100.00	\$28,000.00
13	Add for Blast/Hammer Rock	338	FT	\$84.67	\$28,618.46	\$139.12	\$47,022.56	\$50.00	\$16,900.00	\$130.00	\$43,940.00	\$55.00	\$18,590.00
14	Cost Plus/Crew with Welder	1	Daily Rate	\$2,839.20		\$4,183.87		\$6,500.00		\$600.00		\$5,500.00	
15	Cost Plus/Crew without Welder	1	Daily Rate	\$2,129.44		\$2,729.52		\$5,000.00		\$400.00		\$4,500.00	
Total				\$275,998.63		\$373,828.44		\$231,988.00		\$312,358.96		\$220,904.00	

Recommended Vendor:
W.L. Griffin Company, LLC.
134 Hickory Flat Road
Gillsville, GA 30543
706-677-1373
westly@wlgriffincompany.com



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: WORK SESSION, DECEMBER 11, 2024

AGENDA CATEGORY: GENERAL CITY BUSINESS

Item:	Buford Drive Natural Gas Plastic Replacement Project
Department:	Gas
Date of Meeting:	Wednesday, December 11, 2024
Fiscal Impact:	\$208,660.00
Presented By:	Todd Hardigree, Gas Director
Action Requested:	Award Buford Drive Natural Gas Plastic Replacement Project to low bidder, Southern Utility Group, LLC, amount not to exceed \$208,660.00. Authorization for Mayor or City Manager to execute contracts subject to approval by the City Attorney. Contracts to follow award.

Summary: This project consists of the installation of approximately 4,280 feet of 6-inch PE and 350 feet of 4-inch PE. Also included are service and main tie-overs and the cut and cap of a 4" PE main. The 6-inch PE will be run on Buford Dr. from Old Peachtree Rd. to Laurel Crossing Pkwy. The 4-inch PE will be run on Buford Dr. and Braves Ave.

Fiscal Impact: Amount not to exceed \$208,660.00. This project is funded by the Capital Outlay Fund (5164700.541000). Project #11-038.

Attachments/Exhibits:

- Bid Tabulation

SB015-25

**Buford Drive Natural Gas Pressure Improvement Project
Gas Department**

				Gunter Construction Company		Pride Utility Construction Co., LLC		Southern Pipeline	
ITEM #	DESCRIPTION	APPROX. QTY		UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
Base Project									
1	Warranties & Bonds	1	LS	\$6,883.41	\$6,883.41	\$8,833.53	\$8,833.53	\$6,500.00	\$6,500.00
2	Remobilization	1	LS	\$3,549.00	\$3,549.00	\$687.91	\$687.91	\$20,000.00	\$20,000.00
3	6” Polyethylene Install	4280	LF	\$64.88	\$277,686.40	\$35.65	\$152,582.00	\$50.29	\$215,241.20
4	4” Polyethylene Install	350	LF	\$154.40	\$54,040.00	\$35.22	\$12,327.00	\$41.00	\$14,350.00
5	6” Polyethylene Tie-in	3	EA	\$7,098.00	\$21,294.00	\$4,127.45	\$12,382.35	\$4,000.00	\$12,000.00
6	4” Polyethylene Tie-in	1	EA	\$5,949.00	\$5,949.00	\$3,439.54	\$3,439.54	\$1,500.00	\$1,500.00
7	4” Polyethylene Tie-over	1	EA	\$8,498.00	\$8,498.00	\$4,624.91	\$4,624.91	\$2,900.00	\$2,900.00
8	2” Polyethylene Tie-over w/ Bypass	1	EA	\$8,098.00	\$8,098.00	\$2,400.29	\$2,400.29	\$3,696.00	\$3,696.00
9	Service Tie-over Shortside 2” w/ Bypass	2	EA	\$7,698.00	\$15,396.00	\$2,212.96	\$4,425.92	\$3,696.00	\$7,392.00
10	Service Tie-over Shortside 2”	1	EA	\$6,423.50	\$6,423.50	\$1,849.96	\$1,849.96	\$2,500.00	\$2,500.00
11	Service Tie-over Shortside 3/4”	1	EA	\$3,549.00	\$3,549.00	\$1,526.22	\$1,526.22	\$1,500.00	\$1,500.00
12	Locate Station Installation	6	EA	\$100.00	\$600.00	\$325.61	\$1,953.66	\$100.00	\$600.00
13	Cut and Cap Existing Main	1	EA	\$10,647.00	\$10,647.00	\$2,063.72	\$2,063.72	\$1,000.00	\$1,000.00
14	Add for Rock Bore 6”	250	FT	\$120.00	\$30,000.00	\$171.73	\$42,932.50	\$75.00	\$18,750.00
15	Add for Blast/Hammer Rock	300	FT	\$84.67	\$25,401.00	\$139.73	\$41,919.00	\$90.00	\$27,000.00
16	Cost Plus/Crew with Welder	1	Daily Rate	\$2,129.44		\$2,751.63		\$3,500.00	
Total				\$478,014.31		\$293,948.51		\$334,929.20	

BID TABULATION

PAGE 2

4.

				Southern Utility Group, LLC		W.L. Griffin Company, LLC	
ITEM #	DESCRIPTION	APPROX. QTY		UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
Base Project							
1	Warranties & Bonds	1	LS	\$3,000.00	\$3,000.00	\$4,849.80	\$4,849.80
2	Remobilization	1	LS	\$1,500.00	\$1,500.00	\$100.00	\$100.00
3	6” Polyethylene Install	4280	LF	\$30.00	\$128,400.00	\$35.00	\$149,800.00
4	4” Polyethylene Install	350	LF	\$24.00	\$8,400.00	\$24.00	\$8,400.00
5	6” Polyethylene Tie-in	3	EA	\$1,200.00	\$3,600.00	\$3,500.00	\$10,500.00
6	4” Polyethylene Tie-in	1	EA	\$1,000.00	\$1,000.00	\$3,000.00	\$3,000.00
7	4” Polyethylene Tie-over	1	EA	\$1,500.00	\$1,500.00	\$3,000.00	\$3,000.00
8	2” Polyethylene Tie-over w/ Bypass	1	EA	\$1,200.00	\$1,200.00	\$2,500.00	\$2,500.00
9	Service Tie-over Shortside 2” w/ Bypass	2	EA	\$1,000.00	\$2,000.00	\$2,000.00	\$4,000.00
10	Service Tie-over Shortside 2”	1	EA	\$700.00	\$700.00	\$6,500.00	\$6,500.00
11	Service Tie-over Shortside 3/4”	1	EA	\$560.00	\$560.00	\$1,500.00	\$1,500.00
12	Locate Station Installation	6	EA	\$50.00	\$300.00	\$100.00	\$600.00
13	Cut and Cap Existing Main	1	EA	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00
14	Add for Rock Bore 6”	250	FT	\$160.00	\$40,000.00	\$100.00	\$25,000.00
15	Add for Blast/Hammer Rock	300	FT	\$50.00	\$15,000.00	\$55.00	\$16,500.00
16	Cost Plus/Crew with Welder	1	Daily Rate	\$6,000.00		\$4,500.00	
Total				\$208,660.00		\$237,749.80	

Recommended Vendor:

Southern Utility Group, LLC

1563 Calvary Church Rd.

Gainesville, GA 30507

andrew.bell@southernutilitygroup.com



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: WORK SESSION, DECEMBER 11, 2024

AGENDA CATEGORY: GENERAL CITY BUSINESS

Item:	Provision of Landscape and Maintenance Services on an Annual Contract
Department:	Facilities and Grounds Maintenance
Date of Meeting:	Wednesday, December 11, 2024
Fiscal Impact:	\$630,701.63
Presented By:	Brian Osborne, Facilities and Grounds Maintenance Manager
Action Requested:	Approval to renew Provision of Landscape and Maintenance Services on an Annual Contract to Mariani Enterprises, LLC d/b/a Ed Castro Landscape in the amount of \$630,701.63.

Summary: This contract provides comprehensive landscaping maintenance services on the sites of 31 locations throughout the City. This agreement also provides for landscaping enhancements on a time and materials basis, irrigation services, and optional treatment services. This is the first of four renewal options. Pricing has increased 3% as stipulated in the agreement. Fiscal impact reflects the 3% increase over last year's awarded amount.

Background: Original awarded amount was \$612,331.68.

Fiscal Impact: Amount of \$630,701.63. This project is funded by the Lawn Care Fund (1001565.522140).

Attachments/Exhibits:

- Cost Tabulation

RP003-24

Provision of Landscape and Maintenance Services on an Annual Contract

Public Works

				Mariani Enterprises, LLC d/b/a Ed Castro Landscape	
ITEM #	DESCRIPTION	APPROX. QTY		MONTHLY PRICE	TOTAL PRICE
LOCATION 1: CITY HALL					
A.	Lawn Mowing/Trimming/Edging	12	Each	\$577.72	\$6,932.60
B.	Fertilization and Weed Control	12	Each	\$28.61	\$343.36
C.	Over Seeding and Aeration	12	Each	N/A	N/A
D.	Maintenance of Flower Beds and Seasonal Color	12	Each	\$450.24	\$5,402.93
E.	Management of Ornamental Shrubs, Trees and Landscaped Beds	12	Each	\$141.79	\$1,701.48
F.	Removal of Trash and Debris from Parking Lots and Walkways	12	Each	\$144.43	\$1,733.12
LOCATION 1: CITY HALL TOTAL				\$1,342.79	\$16,113.48
LOCATION 2: LAWRENCEVILLE PUBLIC WORKS FACILITY					
A.	Lawn Mowing/Trimming/Edging	12	Each	\$1,181.21	\$14,174.57
B.	Fertilization and Weed Control	12	Each	\$100.14	\$1,201.64
C.	Over Seeding and Aeration	12	Each	N/A	N/A
E.	Management of Ornamental Shrubs, Trees and Landscaped Beds	12	Each	\$329.58	\$3,954.95
F.	Removal of Trash and Debris from Parking Lots and Walkways	12	Each	\$295.30	\$3,543.61
LOCATION 2: LAWRENCEVILLE PUBLIC WORKS FACILITY TOTAL				\$1,906.23	\$22,874.78
LOCATION 3: BOULDER CREEK COFFEE, LAC & PARKING DECK					
A.	Lawn Mowing/Trimming/Edging	12	Each	\$299.79	\$3,597.50
B.	Fertilization and Weed Control	12	Each	\$28.61	\$343.36
C.	Over Seeding and Aeration	12	Each	N/A	N/A
D.	Maintenance of Flower Beds and Seasonal Color	12	Each	\$155.78	\$1,869.33
E.	Management of Ornamental Shrubs, Trees and Landscaped Beds	12	Each	\$131.68	\$1,580.10
F.	Removal of Trash and Debris from Parking Lots and Walkways	12	Each	\$74.94	\$899.31
LOCATION 3: BOULDER CREEK COFFEE, LAC & PARKING DECK TOTAL				\$690.80	\$8,289.60
LOCATION 4: HISTORIC COURTHOUSE/DOWNTOWN SQUARE					
A.	Lawn Mowing/Trimming/Edging	12	Each	\$339.17	\$4,070.02
B.	Fertilization and Weed Control	12	Each	N/A	N/A
C.	Over Seeding and Aeration	12	Each	N/A	N/A
D.	Maintenance of Flower Beds and Seasonal Color	12	Each	\$2,751.25	\$33,015.04
E.	Management of Ornamental Shrubs, Trees and Landscaped Beds	12	Each	\$36.85	\$442.24
F.	Removal of Trash and Debris from Parking Lots and Walkways	12	Each	\$84.79	\$1,017.48
LOCATION 4: HISTORIC COURTHOUSE/DOWNTOWN SQUARE TOTAL				\$3,212.07	\$38,544.78
LOCATION 5: HERITAGE TRAIL					
A.	Lawn Mowing/Trimming/Edging	12	Each	\$486.88	\$5,842.57
B.	Fertilization and Weed Control	12	Each	\$52.64	\$631.72
C.	Over Seeding and Aeration	12	Each	N/A	N/A
D.	Maintenance of Flower Beds and Seasonal Color	12	Each	\$286.20	\$3,434.35

E.	Management of Ornamental Shrubs, Trees and Landscaped Beds	12	Each	\$230.12	\$2,761.47
F.	Removal of Trash and Debris from Parking Lots and Walkways	12	Each	\$121.72	\$1,460.58
LOCATION 5: HERITAGE TRAIL TOTAL				\$1,177.56	\$14,130.69
LOCATION 6: POLICE DEPARTMENT					
A.	Lawn Mowing/Trimming/Edging	12	Each	\$928.58	\$11,142.91
B.	Fertilization and Weed Control	12	Each	\$94.99	\$1,139.84
C.	Over Seeding and Aeration	12	Each	N/A	N/A
D.	Maintenance of Flower Beds and Seasonal Color	12	Each	\$166.79	\$2,001.45
E.	Management of Ornamental Shrubs, Trees and Landscaped Beds	12	Each	\$158.51	\$1,902.08
F.	Removal of Trash and Debris from Parking Lots and Walkways	12	Each	\$232.14	\$2,785.70
LOCATION 6: POLICE DEPARTMENT TOTAL				\$1,581.00	\$18,971.98
LOCATION 7: LAWRENCEVILLE LAWN					
A.	Lawn Mowing/Trimming/Edging	12	Each	\$1,858.68	\$22,304.11
B.	Fertilization and Weed Control	12	Each	\$304.43	\$3,653.12
C.	Over Seeding and Aeration	12	Each	N/A	N/A
D.	Maintenance of Flower Beds and Seasonal Color	12	Each	\$596.12	\$7,153.47
E.	Management of Ornamental Shrubs, Trees and Landscaped Beds	12	Each	\$1,150.61	\$13,807.36
F.	Removal of Trash and Debris from Parking Lots and Walkways	12	Each	\$464.67	\$5,576.09
LOCATION 7: LAWRENCEVILLE LAWN TOTAL				\$4,374.51	\$52,494.16
LOCATION 8: COOPER PARK					
A.	Lawn Mowing/Trimming/Edging	12	Each	\$299.37	\$3,592.43
B.	Fertilization and Weed Control	12	Each	\$28.61	\$343.36
C.	Over Seeding and Aeration	12	Each	N/A	N/A
E.	Management of Ornamental Shrubs, Trees and Landscaped Beds	12	Each	\$113.56	\$1,362.69
F.	Removal of Trash and Debris from Parking Lots and Walkways	12	Each	\$74.84	\$898.08
LOCATION 8: COOPER PARK TOTAL				\$516.38	\$6,196.56
LOCATION 9: RAILROAD DEPOT					
A.	Lawn Mowing/Trimming/Edging	12	Each	\$592.12	\$7,105.39
B.	Fertilization and Weed Control	12	Each	\$47.49	\$569.92
C.	Over Seeding and Aeration	12	Each	N/A	N/A
D.	Maintenance of Flower Beds and Seasonal Color	12	Each	N/A	N/A
E.	Management of Ornamental Shrubs, Trees and Landscaped Beds	12	Each	\$33.41	\$400.96
F.	Removal of Trash and Debris from Parking Lots and Walkways	12	Each	\$148.03	\$1,776.38
LOCATION 9: RAILROAD DEPOT TOTAL				\$821.05	\$9,852.65
LOCATION 10: JENKINS PARK					
A.	Lawn Mowing/Trimming/Edging	12	Each	\$299.74	\$3,596.88
B.	Fertilization and Weed Control	12	Each	\$28.61	\$343.36
C.	Over Seeding and Aeration	12	Each	N/A	N/A
E.	Management of Ornamental Shrubs, Trees and Landscaped Beds	12	Each	\$42.87	\$514.42
F.	Removal of Trash and Debris from Parking Lots and Walkways	12	Each	\$74.93	\$899.19
LOCATION 10: JENKINS PARK TOTAL				\$446.15	\$5,353.86

LOCATION 11: INTERCHANGE (WEST CROGAN AND WEST PIKE)					
A.	Lawn Mowing/Trimming/Edging	12	Each	\$864.84	\$10,378.07
B.	Fertilization and Weed Control	12	Each	\$172.22	\$2,066.59
C.	Over Seeding and Aeration	12	Each	N/A	N/A
D.	Maintenance of Flower Beds and Seasonal Color	12	Each	\$286.20	\$3,434.35
E.	Management of Ornamental Shrubs, Trees and Landscaped Beds	12	Each	\$131.31	\$1,575.78
F.	Removal of Trash and Debris from Parking Lots and Walkways	12	Each	\$216.21	\$2,594.49
LOCATION 11: INTERCHANGE (WEST CROGAN AND WEST PIKE) TOTAL				\$1,670.77	\$20,049.28
LOCATION 12: GATEWAY #1					
A.	Lawn Mowing/Trimming/Edging	12	Each	\$568.00	\$6,816.05
B.	Fertilization and Weed Control	12	Each	\$77.37	\$928.48
C.	Over Seeding and Aeration	12	Each	N/A	N/A
D.	Maintenance of Flower Beds and Seasonal Color	12	Each	\$669.15	\$8,029.80
E.	Management of Ornamental Shrubs, Trees and Landscaped Beds	12	Each	\$228.62	\$2,743.43
F.	Removal of Trash and Debris from Parking Lots and Walkways	12	Each	\$142.00	\$1,703.95
LOCATION 12: GATEWAY #1 TOTAL				\$1,685.14	\$20,221.70
LOCATION 13: BURSON POINT					
A.	Lawn Mowing/Trimming/Edging	12	Each	\$321.52	\$3,858.30
B.	Fertilization and Weed Control	12	Each	\$29.95	\$359.43
C.	Over Seeding and Aeration	12	Each	N/A	N/A
D.	Maintenance of Flower Beds and Seasonal Color	12	Each	\$576.49	\$6,917.89
E.	Management of Ornamental Shrubs, Trees and Landscaped Beds	12	Each	\$54.38	\$652.61
F.	Removal of Trash and Debris from Parking Lots and Walkways	12	Each	\$80.38	\$964.57
LOCATION 13: BURSON POINT TOTAL				\$1,062.73	\$12,752.80
LOCATION 14: SCENIC HIGHWAY					
A.	Lawn Mowing/Trimming/Edging	12	Each	\$1,127.60	\$13,531.23
B.	Fertilization and Weed Control	12	Each	\$169.72	\$2,036.68
C.	Over Seeding and Aeration	12	Each	\$129.73	\$1,556.74
E.	Management of Ornamental Shrubs, Trees and Landscaped Beds	12	Each	\$631.18	\$7,574.21
F.	Removal of Trash and Debris from Parking Lots and Walkways	12	Each	\$281.90	\$3,382.81
LOCATION 14: SCENIC HIGHWAY TOTAL				\$2,340.14	\$28,081.67
LOCATION 15: MAHLON BURSON WATER TREATMENT FACILITY					
A.	Lawn Mowing/Trimming/Edging	12	Each	\$440.39	\$5,284.64
B.	Fertilization and Weed Control	12	Each	\$29.95	\$359.43
C.	Over Seeding and Aeration	12	Each	N/A	N/A
E.	Management of Ornamental Shrubs, Trees and Landscaped Beds	12	Each	\$68.92	\$827.01
F.	Removal of Trash and Debris from Parking Lots and Walkways	12	Each	\$110.10	\$1,321.16
LOCATION 15: MAHLON BURSON WATER TREATMENT FACILITY TOTAL				\$649.35	\$7,792.24
LOCATION 16: CALABOOSE ALLEY					
A.	Lawn Mowing/Trimming/Edging	12	Each	\$330.01	\$3,960.14
B.	Fertilization and Weed Control	12	Each	N/A	N/A

E.	Management of Ornamental Shrubs, Trees and Landscaped Beds	12	Each	\$10.33	\$123.97
F.	Removal of Trash and Debris from Parking Lots and Walkways	12	Each	\$82.50	\$990.04
LOCATION 16: CALABOOSE ALLEY TOTAL				\$422.85	\$5,074.15
LOCATION 17: 316/120 INTERCHANGE					
A.	Lawn Mowing/Trimming/Edging	12	Each	\$2,296.92	\$27,563.05
B.	Fertilization and Weed Control	12	Each	\$429.29	\$5,151.52
C.	Over Seeding and Aeration	12	Each	N/A	N/A
E.	Management of Ornamental Shrubs, Trees and Landscaped Beds	12	Each	\$1,695.31	\$20,343.69
F.	Removal of Trash and Debris from Parking Lots and Walkways	12	Each	\$574.24	\$6,890.82
LOCATION 17: 316/120 INTERCHANGE TOTAL				\$4,995.76	\$59,949.09
LOCATION 18: BRISCOE FIELD ENTRANCE					
A.	Lawn Mowing/Trimming/Edging	12	Each	\$328.37	\$3,940.49
B.	Fertilization and Weed Control	12	Each	\$28.61	\$343.36
C.	Over Seeding and Aeration	12	Each	N/A	N/A
D.	Maintenance of Flower Beds and Seasonal Color	12	Each	N/A	N/A
E.	Management of Ornamental Shrubs, Trees and Landscaped Beds	12	Each	\$108.43	\$1,301.14
F.	Removal of Trash and Debris from Parking Lots and Walkways	12	Each	\$82.09	\$985.09
LOCATION 18: BRISCOE FIELD ENTRANCE TOTAL				\$547.51	\$6,570.08
LOCATION 19: PARK BENCH AREAS ON PAPER MILL					
A.	Lawn Mowing/Trimming/Edging	12	Each	\$289.51	\$3,474.15
B.	Fertilization and Weed Control	12	Each	\$0.00	\$0.00
E.	Management of Ornamental Shrubs, Trees and Landscaped Beds	12	Each	\$35.58	\$426.91
F.	Removal of Trash and Debris from Parking Lots and Walkways	12	Each	\$72.38	\$868.54
LOCATION 19: PARK BENCH AREAS ON PAPER MILL TOTAL				\$397.47	\$4,769.60
LOCATION 20 – PARKING LOT ACROSS FROM CITY HALL					
A.	Lawn Mowing/Trimming/Edging	12	Each	\$289.58	\$3,475.01
B.	Fertilization and Weed Control	12	Each	\$28.61	\$343.36
C.	Over Seeding and Aeration	12	Each	N/A	N/A
E.	Management of Ornamental Shrubs, Trees and Landscaped Beds	12	Each	\$47.68	\$572.14
F.	Removal of Trash and Debris from Parking Lots and Walkways	12	Each	\$72.40	\$868.78
LOCATION 20 – PARKING LOT ACROSS FROM CITY HALL TOTAL				\$438.28	\$5,259.30
LOCATION 21: GATEWAY PARK S. PERRY/CLAYTON					
A.	Lawn Mowing/Trimming/Edging	12	Each	\$384.90	\$4,618.81
B.	Fertilization and Weed Control	12	Each	\$28.61	\$343.36
C.	Over Seeding and Aeration	12	Each	N/A	N/A
D.	Maintenance of Flower Beds and Seasonal Color	12	Each	\$235.76	\$2,829.08
E.	Management of Ornamental Shrubs, Trees and Landscaped Beds	12	Each	\$553.98	\$6,647.70
F.	Removal of Trash and Debris from Parking Lots and Walkways	12	Each	\$96.22	\$1,154.67
LOCATION 21: GATEWAY PARK S. PERRY/CLAYTON TOTAL				\$1,299.47	\$15,593.62

LOCATION 22: PLAZA – SE CORNER NASH/CLAYTON					
A.	Lawn Mowing/Trimming/Edging	12	Each	\$315.15	\$3,781.79
B.	Fertilization and Weed Control	12	Each	\$34.95	\$419.37
C.	Over Seeding and Aeration	12	Each	N/A	N/A
D.	Maintenance of Flower Beds and Seasonal Color	12	Each	N/A	N/A
E.	Management of Ornamental Shrubs, Trees and Landscaped Beds	12	Each	\$70.53	\$846.41
F.	Removal of Trash and Debris from Parking Lots and Walkways	12	Each	\$78.78	\$945.42
LOCATION 22: PLAZA – SE CORNER NASH/CLAYTON TOTAL				\$499.42	\$5,992.99
LOCATION 23: AREAS OFF DOWNTOWN SQUARE					
A.	Lawn Mowing/Trimming/Edging	12	Each	\$614.16	\$7,369.90
B.	Fertilization and Weed Control	12	Each	\$28.61	\$343.36
C.	Over Seeding and Aeration	12	Each	N/A	N/A
D.	Maintenance of Flower Beds and Seasonal Color	12	Each	\$1,194.05	\$14,328.58
E.	Management of Ornamental Shrubs, Trees and Landscaped Beds	12	Each	\$70.35	\$844.19
F.	Removal of Trash and Debris from Parking Lots and Walkways	12	Each	\$153.54	\$1,842.51
LOCATION 23: AREAS OFF DOWNTOWN SQUARE TOTAL				\$2,060.71	\$24,728.53
LOCATION 24: PARK PLACE DR. MEDIANS					
A.	Lawn Mowing/Trimming/Edging	12	Each	\$370.06	\$4,440.70
B.	Fertilization and Weed Control	12	Each	N/A	N/A
E.	Management of Ornamental Shrubs, Trees and Landscaped Beds	12	Each	\$81.95	\$983.36
F.	Removal of Trash and Debris from Parking Lots and Walkways	12	Each	\$92.51	\$1,110.18
LOCATION 24: PARK PLACE DR. MEDIANS TOTAL				\$544.52	\$6,534.24
LOCATION 25: BICENTENNIAL PLAZA					
A.	Lawn Mowing/Trimming/Edging	12	Each	\$442.81	\$5,313.69
B.	Fertilization and Weed Control	12	Each	\$39.93	\$479.20
C.	Over Seeding and Aeration	12	Each	N/A	N/A
D.	Maintenance of Flower Beds and Seasonal Color	12	Each	\$262.51	\$3,150.07
E.	Management of Ornamental Shrubs, Trees and Landscaped Beds	12	Each	\$385.50	\$4,625.98
F.	Removal of Trash and Debris from Parking Lots and Walkways	12	Each	\$110.70	\$1,328.45
LOCATION 25: BICENTENNIAL PLAZA TOTAL				\$1,241.45	\$14,897.38
LOCATION 26 – COLLEGE CORRIDOR					
A.	Lawn Mowing/Trimming/Edging	12	Each	\$1,675.51	\$20,106.14
B.	Fertilization and Weed Control	12	Each	\$189.68	\$2,276.22
C.	Over Seeding and Aeration	12	Each	N/A	N/A
E.	Management of Ornamental Shrubs, Trees and Landscaped Beds	12	Each	\$825.23	\$9,902.71
F.	Removal of Trash and Debris from Parking Lots and Walkways	12	Each	\$418.88	\$5,026.56
LOCATION 26 – COLLEGE CORRIDOR TOTAL				\$3,109.30	\$37,311.63

LOCATION 27: MEDIAN IN JACKSON ST					
A.	Lawn Mowing/Trimming/Edging	12	Each	\$317.57	\$3,810.84
B.	Fertilization and Weed Control	12	Each	N/A	N/A
E.	Management of Ornamental Shrubs, Trees and Landscaped Beds	12	Each	\$242.88	\$2,914.61
F.	Removal of Trash and Debris from Parking Lots and Walkways	12	Each	\$79.39	\$952.71
LOCATION 27: MEDIAN IN JACKSON ST TOTAL				\$639.85	\$7,678.16
LOCATION 28 – CULVER/PIKE PARKING LOT					
A.	Lawn Mowing/Trimming/Edging	12	Each	\$324.36	\$3,892.29
B.	Fertilization and Weed Control	12	Each	\$28.61	\$343.36
C.	Over Seeding and Aeration	12	Each	N/A	N/A
E.	Management of Ornamental Shrubs, Trees and Landscaped Beds	12	Each	\$31.63	\$379.58
F.	Removal of Trash and Debris from Parking Lots and Walkways	12	Each	\$81.09	\$973.10
LOCATION 28 – CULVER/PIKE PARKING LOT TOTAL				\$465.69	\$5,588.33
LOCATION 29: HOTEL / PARKING DECK					
A.	Lawn Mowing/Trimming/Edging	12	Each	\$252.55	\$3,030.55
B.	Fertilization and Weed Control	12	Each	\$28.61	\$343.36
C.	Over Seeding and Aeration	12	Each	N/A	N/A
D.	Maintenance of Flower Beds and Seasonal Color	12	Each	\$171.95	\$2,063.38
E.	Management of Ornamental Shrubs, Trees and Landscaped Beds	12	Each	\$52.67	\$632.09
F.	Removal of Trash and Debris from Parking Lots and Walkways	12	Each	\$63.14	\$757.67
LOCATION 29: HOTEL / PARKING DECK TOTAL				\$568.92	\$6,827.05
OPTIONAL SERVICES					
LOCATION 31: CEMETERY ALONG ATHA ST.					
A.	Lawn Mowing/Trimming/Edging	12	Each	N/A	N/A
B.	Fertilization and Weed Control	12	Each	N/A	N/A
E.	Management of Ornamental Shrubs, Trees and Landscaped Beds	12	Each	N/A	N/A
F.	Removal of Trash and Debris from Parking Lots and Walkways	12	Each	N/A	N/A
LOCATION 31: CEMETERY ALONG ATHA ST. TOTAL				\$4,979.02	\$24,170.00
LOCATION 32: HISTORIC CEMETERY					
A.	Lawn Mowing/Trimming/Edging	12	Each	N/A	N/A
B.	Fertilization and Weed Control	12	Each	N/A	N/A
E.	Management of Ornamental Shrubs, Trees and Landscaped Beds	12	Each	N/A	N/A
F.	Removal of Trash and Debris from Parking Lots and Walkways	12	Each	N/A	N/A
LOCATION 32: HISTORIC CEMETERY TOTAL				\$1,697.44	\$8,240.00

IRRIGATION MAINTENANCE					
ITEM #	DESCRIPTION			ACTIVATE	WINTERIZE
1	Historic Courthouse			\$309.00	\$309.00
2	Heritage Trail			\$309.00	\$309.00
3	Police Headquarters			\$309.00	\$309.00
4	The Interchange			\$309.00	\$309.00
5	The Gateway			\$309.00	\$309.00
6	Burson Point			\$309.00	\$309.00
IRRIGATION MAINTENANCE TOTAL				\$3,708.00	
TOTAL				\$492,202.39	
TOTAL WITH OPTIONS				\$524,612.39	
OPTIONAL ITEMS:					
Aeration			1 Sq Ft	\$0.02	
Lime Application			1 Sq Ft	\$0.08	
Pesticide Application			1 Sq Ft	\$0.10	
Fungicide Application			1 Sq Ft	\$0.04	
Will vendor hold pricing firm? Renewal Option 1				3% increase	
Will vendor hold pricing firm? Renewal Option 2				2% increase	
Will vendor hold pricing firm? Renewal Option 3				2% increase	
Will vendor hold pricing firm? Renewal Option 4				2% increase	



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: WORK SESSION, DECEMBER 11, 2024

AGENDA CATEGORY: GENERAL CITY BUSINESS

Item:	Architectural and Engineering Consulting Services on an Annual Contract
Department:	Engineering
Date of Meeting:	Wednesday, December 11, 2024
Fiscal Impact:	\$800,000.00
Presented By:	Reginald Anderson, City Engineer
Action Requested:	Approval to renew Architectural and Engineering Consulting Services on an Annual Contract to the following firms: Atlas Technical Consultants LLC for Civil Engineering, Stormwater Management and Ecological Engineering, Traffic Engineering Services, Geotechnical Engineering, and Surveying Services; CAS Architecture, P.C. for Architectural Services, Mechanical, Electrical, Plumbing (MEP), Civil Engineering, and Landscape Architect Services; CROFT & Associates for Architectural Services and Mechanical, Electrical, Plumbing (MEP); Geo-Hydro Engineers, Inc. for Geotechnical Engineering; Hussey, Gay, Bell & DeYoung, Inc. for Civil Engineering, Landscape Architect Services, Stormwater Management and Ecological Engineering, Geotechnical Engineering, and Surveying Services; Kimley-Horn and Associates, Inc. for Civil Engineering, Landscape Architect Services, Stormwater Management and Ecological Engineering, and Traffic Engineering Services; and Precision Planning, Inc. for Architectural Services, Mechanical, Electrical, Plumbing (MEP), Civil Engineering, Landscape Architect Services, Stormwater Management and Ecological Engineering, and Surveying Services in the amount of \$800,000.00.

Summary: This contract is to provide comprehensive architectural and/or engineering services to include, but not be limited to: consultative and technical guidance; production of individual project scopes, design documents, construction documents, planning documents, specifications, project schedules, and cost estimates; as well as, project management, construction administration,

monitoring and testing, data analysis, and permitting and report writing services on an as-needed basis. Pricing for Atlas Technical Consultants LLC has increased by 4%, Precision Planning, Inc., and Geo-Hydro Engineers, Inc. has increased by 2%, and Hussey, Gay, Bell & DeYoung, Inc. has increased by 1% while the other firms' pricing remained unchanged. This is the fourth and final renewal option.

Background: The original awarded amount was \$1,000,000.00. The first, second, and third renewal amounts were \$800,000.00.

Fiscal Impact: Amount of \$800,000.00. This contract is funded by multiple funding sources that are dependent upon the specified project.

Attachments/Exhibits:

- Cost Tabulation

RP001-21
Architectural and Engineering Consulting Services on an Annual Contract
Engineering Department

	Atlas Technical Consultants LLC	CAS Architecture, P.C.	CROFT & Associates	Geo-Hydro Engineers, Inc.
PERSONNEL POSITION / BILLING CATEGORY	Hourly Billing Rate	Hourly Billing Rate	Hourly Billing Rate	Hourly Billing Rate
Principal-In-Charge		\$126.00	\$220.00	\$129.03
Project Manager	\$185.69	\$96.00	\$192.50	\$95.37
Engineer, Senior	\$168.81	\$96.00	\$165.00	\$106.59
Engineer	\$123.79	\$96.00	\$121.00	\$95.37
Engineer, Associate	\$112.54	\$96.00	\$121.00	\$84.15
Architect, Senior		\$96.00	\$165.00	\$106.59
Architect		\$96.00	\$121.00	\$95.37
Architect, Associate		\$96.00	\$121.00	\$84.15
Technician	\$78.78	\$76.00	\$110.00	\$65.08
CADD Technician	\$84.41	\$56.00	\$110.00	\$84.15
Administrative Support	\$61.90	\$45.00	\$99.00	\$50.49
Landscape Architect, Senior	\$140.68	\$96.00		
Landscape Architect	\$112.54	\$96.00		
Surveyor, Principal	\$168.81			
Surveyor, Senior	\$112.54			
Surveyor, Project	\$101.29			
Survey Crew	\$123.79			
Aerial Survey	\$135.05			
Mobile Scanner				
SUE Crew	\$140.68			
Vacuum Excavation Crew	\$157.56			
Planner, Principal	\$185.69			
Planner, Senior	\$168.81			
Planner	\$112.54			
Scientist, Principal	\$185.69			\$185.13
Scientist, Senior	\$140.68			\$162.69
Scientist	\$112.54			\$106.59
Scientist, Associate	\$101.29			\$95.37
Geotechnical Engineer	\$151.93			\$95.37
Other (may use additional sheet)	Additional Sheet			

	Hussey, Gay, Bell & Deyoung, Inc.	Kimley-Horn and Associates, Inc.	Precision Planning, Inc.
PERSONNEL POSITION / BILLING CATEGORY	Hourly Billing Rate	Hourly Billing Rate	Hourly Billing Rate
Principal-In-Charge	\$161.60	\$212.24	\$200.25
Project Manager	\$151.50	\$206.94	\$162.36
Engineer, Senior	\$151.50	\$212.24	\$146.13
Engineer	\$101.00	\$180.41	\$108.24
Engineer, Associate	\$95.95	\$137.96	\$92.01
Architect, Senior			\$162.36
Architect			\$129.89
Architect, Associate			\$108.24
Technician	\$70.70	\$106.12	\$70.36
CADD Technician	\$65.65	\$106.12	\$86.59
Administrative Support	\$70.70	\$95.51	\$75.77
Landscape Architect, Senior	\$151.50	\$212.24	\$129.89
Landscape Architect	\$141.40	\$180.41	\$86.59
Surveyor, Principal	\$151.50	\$132.65	\$162.36
Surveyor, Senior	\$121.20	\$116.73	\$108.24
Surveyor, Project	\$111.10	\$95.51	\$86.59
Survey Crew	\$131.30	\$143.26	\$146.13
Aerial Survey			\$1,294.59
Mobile Scanner	\$131.30		\$957.95
SUE Crew	\$136.35	\$205.87	\$158.04
Vacuum Excavation Crew		\$255.75	\$197.00
Planner, Principal	\$151.50	\$212.24	\$140.72
Planner, Senior	\$141.40	\$212.24	\$129.89
Planner	\$111.10	\$180.41	\$81.18
Scientist, Principal	\$252.50	\$212.24	\$156.95
Scientist, Senior	\$181.80	\$212.24	\$129.89
Scientist	\$116.15	\$180.41	
Scientist, Associate	\$106.05	\$137.96	
Geotechnical Engineer	\$151.50	\$180.41	
Other (may use additional sheet)			

Recommended Vendors:

Atlas Technical Consultants LLC
 2450 Commerce Ave. Suite 100
 Duluth, GA 30096
 P: 770-686-1006
todd.long@oneatlas.com

Geo-Hydro Engineers, Inc.
 1000 Cobb Place Blvd. Suite 290
 Kennesaw, GA 30144
 P: 706-354-1800
mike@geohydro.com

Precision Planning, Inc.
 400 Pike Blvd.
 Lawrenceville, GA 30046
 P: 770-338-8125
063DL@ppi.us

CAS Architecture
 1485 Natchez Way
 Grayson, GA 30017
 P: 678-646-7736
csmith@casarc.com

Hussey, Gay, Bell & Deyoung, Inc.
 4145 Shackleford Road, Suite 300
 Norcross, GA 30093
 P: 770-923-1600
csims@husseygaybell.com

CROFT & Associates
 3380 Blue Springs Road
 Kennesaw, GA 30144
 P: 770-529-7714
mark@croftae.com

Kimley-Horn and Associates, Inc.
 817 West Peachtree Street, NW, Suite 601
 Atlanta, GA 30308
 P: 678-533-3925
mike.rushing@kimley-horn.com



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: WORK SESSION, DECEMBER 11, 2024

AGENDA CATEGORY: GENERAL CITY BUSINESS

Item:	Resolution to become a member of the Georgia Interlocal Risk Management Agency (GIRMA) and participate in one of GIRMA's funds.
Department:	Human Resources
Date of Meeting:	Wednesday, December 11, 2024
Fiscal Impact:	\$13,764
Presented By:	Gary Andrews, Risk Manager
Action Requested:	Approve the resolution for the City of Lawrenceville to join the Georgia Interlocal Risk Management Agency.

Summary: During the 2024 session of the Georgia General Assembly, HB 451 (The Ashley Wilson Act) was passed requiring all public entities employing first responders in Georgia to offer a supplemental benefit program for first responders diagnosed with post-traumatic stress disorder (PTSD) resulting from exposure to line of duty traumatic events. Governor Kemp signed the bill into law with an effective date of January 1, 2025. This coverage did not exist in the insurance marketplace, so the Georgia Municipal Association along with the Association County Commissioners of Georgia worked through their membership-based fund, GIRMA, to create a solution for compliance with the new requirement. At present, the GIRMA product is the only known compliance solution available in the insurance marketplace.

Fiscal Impact: Initial annual premium of \$13,764 with anticipated future annual premiums of a similar amount.

Attachments/Exhibits:

- Resolution to Become a Member of the Georgia Interlocal Risk Management Agency
- Appendix 1 (intergovernmental contract, fund election form, GIRMA bylaws)
- Georgia First Responders' PTSD Program FAQ

RESOLUTION _____

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

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

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

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

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

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

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

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

WHEREAS, the Lawrenceville City Council has reviewed the intergovernmental contract, the Fund Election Form, and the bylaws of GIRMA and finds that the goals of GIRMA and the obligations imposed on Public Entities by membership in GIRMA and the Fund selected on the Fund Election Form are in accordance with the philosophy and public policy objectives of this community; and

WHEREAS, the Lawrenceville City Council finds that it is in the best interest of its residents to become a member of GIRMA and to join the Fund selected on the Fund Election Form.

NOW, THEREFORE, BE IT RESOLVED that the City of Lawrenceville authorizes:

Section 1. The City Manager is authorized to execute the intergovernmental contract required for the City of Lawrenceville to become a Member of GIRMA and the GIRMA Fund marked in the Election Form. A copy of the intergovernmental contract and bylaws of GIRMA and the completed Fund Election Form are attached and made part of this resolution as Appendix 1.

Section 2. The powers of GIRMA shall be limited to those contained in the documents attached as Appendix 1, as amended from time to time, and those contained in Chapter 85 of Title 36 of the Official Code of Georgia Annotated and the rules and regulations of the Insurance Commissioner of the State of Georgia.

Section 3. The commencement of operations and the continuing operations of GIRMA and the obligation of the City of Lawrenceville to fully participate in such operations shall be effectuated in accordance with the intergovernmental contract and bylaws and the Fund Election Form.

Section 4. The City Manager is designated as the City of Lawrenceville representative to GIRMA and is authorized to complete and execute any additional documents required for membership in GIRMA or the selected Fund.

Section 5. The City of Lawrenceville may change its representative by making a written request to the Georgia Municipal Association, Inc., the Program Administrator for GIRMA.

Section 6. This resolution shall be effective on the date of adoption.

IT IS SO RESOLVED this 11th day of December 2024.

David R. Still, Mayor

ATTEST:

Karen Pierce, City Clerk

Appendix 1**Resolution to Become a Member of The Georgia Interlocal Risk Management Agency (GIRMA) and Participate in One or More of GIRMA'S Funds**

Intergovernmental Contract

GIRMA Fund Participation Election Form (Completed)

GIRMA Bylaws

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

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

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

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

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

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

PARAGRAPH 1

PURPOSE AND OPERATIONS OF THE GEORGIA INTERLOCAL RISK MANAGEMENT AGENCY

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

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

PARAGRAPH 2 DEFINITIONS

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

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

PARAGRAPH 3 BOARD OF TRUSTEES

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

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

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

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

PARAGRAPH 4 BOARD POWERS AND DUTIES

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

PARAGRAPH 5 MEMBERSHIP

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

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

Section 5.3. Withdrawal.

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

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

PARAGRAPH 6 OBLIGATIONS OF MEMBERS

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

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

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

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

PARAGRAPH 7

AMENDMENTS TO CONTRACT

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

PARAGRAPH 8

AUDITS AND FINANCIAL REPORTS

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

PARAGRAPH 9

OPERATION OF GROUP SELF-INSURANCE FUNDS

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

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

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

This foregoing Intergovernmental Contract is entered into on behalf of the City of Lawrenceville, this day of 11 December, 2024, by the duly authorized officer whose signature appears below.

City of Lawrenceville

Karen Pierce, City Clerk
Witness/title

(Authorized Signature/title)

Georgia Interlocal Risk Management Agency ("GIRMA")

Fund Participation Election Form for Prospective Members - For Use On and After January 1, 2025

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

A coverage description for each GIRMA Fund is on file with the Georgia Department of Insurance and is provided to new Fund members after approval of membership in the Fund. A copy of the coverage descriptions are available to prospective members upon request.

All Prospective Members joining GIRMA on or after January 1, 2025 must complete this Fund Participation Election Form.

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

Fund A Coverage of: • Property liability • Automobile physical damage and liability • Law enforcement liability • General liability • Public official liability • Employee benefits liability • Fidelity (including crime and all bonds) liability • Data and network security liability	Fund B • Firefighter Cancer lump sum and disability coverage required by GA House Bill 146, 2016-2017 Regular Session • Coverage is fully insured by Hartford Insurance Fund C • First Responder occupational PTSD lump sum and disability coverage required by GA House Bill 451 (the Ashley Wilson Act.) • Coverage is fully insured by MetLife
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The City of Lawrenceville elects to join


 X Fund C (**FIRST RESPONDER PTSD APPLICATION AND PARTICIPATION AGREEMENT** required). Membership in the Fund or Funds selected shall be effective on the date of approval by Georgia Municipal Association, Inc., the Program Administrator for GIRMA.

By: _____ Title: _____ Date: _____

Print Name of Authorized Signer: _____

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

Revised and Adopted June 23, 2023

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

ARTICLE I

NAME AND LOCATION

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

ARTICLE II

ELIGIBILITY FOR AND RENEWAL OF MEMBERSHIP

- Section 1. Eligibility. To become a member of GIRMA, an entity must be a municipality as defined in Section 36-85-1 of the Official Code of Georgia Annotated, as amended from time to time, and must be a political subdivision of a state or an entity the income of which is excluded from gross income under the Internal Revenue Code. An entity that meets these criteria may become a member once it has taken all actions required by applicable law to join GIRMA and has been approved by GIRMA through its Administrator. Approved entities are called "Members" in these Bylaws. All Members agree to the terms of the Intergovernmental Contract.
- Section 2. Members may voluntarily withdraw after completion of two full fiscal

years of Membership by providing ninety (90) days advance written notice to the Administrator.

- Section 3. After the first two full fiscal years of Membership, Membership will continue unless either the Administrator or the Member provides the other with ninety (90) days advance written notice of its decision to withdraw or not to renew the contract.
- Section 4. See Article X for Involuntary Termination of a Membership mid-year.

ARTICLE III

BOARD OF TRUSTEES

- Section 1. General Powers. The affairs of GIRMA shall be governed by the Board of Trustees ("Board"), which shall have such general powers as are conferred by Chapter 85 of Title 36 of the Official Code of Georgia Annotated. The Board shall have discretionary authority to adopt rules and regulations and to establish policies and procedures for the operation of GIRMA and to make and enter into contracts for such services as it deems necessary or expedient, to include contracts with the Georgia Municipal Association, Inc. ("GMA") providing for payment of reasonable institutional value fees.
- Section 2. Number and Qualifications. The business and property of GIRMA shall be supervised by the Board, which shall consist of all of those individuals serving on the Board of Trustees of the Georgia Municipal Employees Benefit System ("GMEBS") established pursuant to Chapter 5 of Title 47 of the Official Code of Georgia Annotated, provided that all such individuals shall be employees of or elected or appointed officers of a municipal corporation that is a Member of GIRMA. In addition to the foregoing qualifications, all Trustees initially elected or appointed on or after January 1, 2021, shall be employees of or elected or appointed officers of a municipal corporation that participates in the GIRMA Property and Liability Insurance Fund. Every new Trustee must submit a completed application to the Commissioner to serve as Trustee of this Board. If the Commissioner objects to the election or appointment, the election or appointment to the Board will be invalidated on a prospective basis.
- Section 3. Nomination, Election and Appointment of Trustees. Trustees shall be nominated, elected, and appointed in accordance with the GMEBS Bylaws.

Section 4. Compensation. Trustees shall not receive any salaries for their services, but the Board may adopt a travel policy setting forth a per diem allowance or the actual expenses of attendance, if any, for attendance at regular or special meetings of the Board and attendance at Board training and educational events, including, but not limited to, those involving investment managers or other service providers.

ARTICLE IV

POWERS AND DUTIES

Section 1. Administrator. Pursuant to a contract with the Board, GMA shall serve as Administrator and provide the services necessary to safeguard the assets of GIRMA and administer GIRMA. Such services shall include serving as attorney-in-fact and performing directly or contracting with outside entities to perform other types of administration for GIRMA, including claims administration, safety engineering and general administration. The Administrator's services shall include, but are not limited to:

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

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

Section 2.

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

- (a) To provide general oversight of the operation of GIRMA and its business activities in accordance with these Bylaws, applicable

federal and state statutes, and applicable governmental regulations;

- (b) To incur debts, liabilities and obligations;
- (c) To acquire, hold, encumber or dispose of real and personal property;
- (d) To sue or be sued in the name of the GIRMA, and take all measures necessary or desirable in the prosecution or defense of claims;
- (e) To establish and arrange for the administration of such group self-insurance funds as the Board deems advisable;
- (f) To pay authorized losses on behalf of GIRMA Members participating in a fund or funds;
- (g) To employ legal counsel, accountants and such other professional services as it from time to time shall deem necessary;
- (h) To appoint an investment consultant, actuary, custodian and auditor for GIRMA on an annual basis, and to appoint investment managers as needed;
- (i) To establish an excess loss funding program as the Board deems necessary to protect the interest of the Members and GIRMA;
- (j) To contract for reinsurance with the advice of the Administrator;
- (k) To adopt rules and general policies necessary or appropriate for the efficient operation of GIRMA, which shall be followed by all committees, officers, agents and independent contractors providing services for GIRMA;
- (l) To enter into contracts for services provided directly to GIRMA by entities other than the Administrator;
- (m) To enter into contracts with GMA to serve as Administrator, and for licensing and other services, which may include providing for payment of reasonable institutional value fees;
- (n) To adopt underwriting guidelines that describe the requirements for admission and continued participation of Members;
- (o) To approve proper accounting and reporting procedures so that the Members shall be apprised of the nature of the claims arising within their jurisdiction, the manner in which these claims are being processed, and the impact of the claims upon GIRMA;
- (p) To take all necessary precautions to safeguard the assets of GIRMA, including but not limited to the following:
 - (1) Adopting an annual budget for each fiscal year of GIRMA;
 - (2) Retaining control of all monies collected or disbursed for GIRMA; all funds of any type shall remain in the custody of the Trustees or the custodian appointed by the Board;
 - (3) Having the accounts and records of the GIRMA audited annually or at any time which may be required for any

governmental agency to implement any uniform accounting system, and making copies of each year's audits available during that year to each Member, and, to the extent required by law, to the Commissioner; and

- (4) Abiding by all applicable federal and state statutes and administrative regulations;
- (q) To expend GIRMA assets for the purpose of purchasing fiduciary liability and general insurance deemed appropriate by the Trustees;
- (r) To approve dividends. That portion of premium contributions not needed for payment of claims, administrative expenses and/or appropriate reserves may be returned to the Members of GIRMA from time to time, in such amounts and proportions as the Board, in its discretion, may determine is proper, in accordance with applicable law and Commissioner regulations. No surplus accumulations may be returned if such payment will impair the capital stability and/or security of GIRMA. Any participant who withdraws and/or is not in good standing at the time of such distribution may be barred from receiving any portion of the distribution or may be subject to such restrictions as the Board, in its discretion, may impose;
- (s) To establish the method for collection of any assessments of Members, which become necessary to meet any financial deficiency of GIRMA or of any fund;
- (t) To approve revisions to the Intergovernmental Agreement when appropriate or necessary and submit the revisions to the Membership for approval at a regular or special meeting of the Membership;
- (u) To establish a group self-insurance fund or funds comprised of public monies from contributions of Members in order to pool and jointly self-insure the risks of general liability, motor vehicle liability, property damage, or any combination of such risks;
- (v) To establish a schedule of Member contributions which shall annually produce a sum of money necessary to pay the administrative expenses of GIRMA, to create adequate loss reserves for each fund and to meet any capital or surplus requirements. Each Member's contribution shall be determined in accordance with the method established by the Board; and
- (w) To perform any other function incident to their office and in keeping with applicable Georgia laws and the regulations of the Commissioner.

Section 3.

Fraud Investigation and Reporting. Allegations of fraud relating to the Fund shall be reported to the Chair, Vice Chair, Secretary-Treasurer or the Administrator's Deputy Executive Director of RMEBS, who shall be charged with immediately notifying the

Secretary-Treasurer and the Deputy Executive Director of RMEBS, if they were not previously notified, and the Administrator of such allegation. The Administrator shall promptly report suspected fraud to the Office of the Commissioner of Insurance and Safety Fire Criminal Investigations Division in accordance with its stated procedures, and to the Board.

ARTICLE V

MEETINGS OF THE BOARD OF TRUSTEES

- Section 1. Regular Meetings. The Board may provide for the time and place for the holding of regular meetings of the Board and shall hold at least two (2) regular meetings of the Board per year.
- Section 2. Special Meetings. Special meetings of the Board may be called by the Chairperson and, in his or her absence, by the Vice Chairperson, or upon the request of one-third of the members of the Board. The person or persons authorized to call special meetings of the Board may choose the place and date for the holding of the special meeting called. By unanimous consent of the Trustees, special meetings of the Board may be held without notice at any time and place in compliance with these Bylaws so long as any requirements of applicable law are satisfied. All notices of special meetings of the Board shall state the purposes thereof.
- Section 3. Place of Meetings. All in-person meetings shall be held in the State of Georgia. All references in these Bylaws to the “place” of a meeting include a virtual place accessed via telecommunications or electronically, and notice of the location of such a virtual place shall include instructions for accessing the meeting.
- Section 4. Notices. Notice of any regular or special meeting of the Board shall be given at least ten (10) days prior to such meeting by written notice sent by mail, facsimile or electronic mail to each Trustee at the Trustee’s address as shown by the records of the Board. The notice shall state the time, date, and place of the meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States Mail in a sealed envelope properly addressed, with postage thereon prepaid. Notice given by electronic means, either facsimile or electronic mail, shall be deemed to be delivered when sent. Any Trustee may waive notice of any meeting. The attendance of any Trustee at any meeting shall constitute a waiver of notice of such meeting, except when a Trustee attends a meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called or convened. The notice of a special meeting shall state the purpose

of the meeting. Business to be transacted at a regular meeting need not be specified in the notice or waiver of notice of such meeting, unless specifically required by statute or these Bylaws.

- Section 5. Quorum. Eight Trustees shall constitute a quorum for the transaction of business at any meeting of the Board. In the absence of a quorum, a majority of the Board participating may adjourn the meeting from time to time without further notice. Trustees may participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all Trustees participating may simultaneously hear each other during the meeting.
- Section 6. Manner of Acting. The act of a majority of Trustees participating in a meeting (including those participating by proxy or those participating remotely) shall be the act of the Board, unless the act of a greater number is required by statute, regulation, or the Bylaws.
- Section 7. Proxies. At any meeting of the Board, a Trustee entitled to vote may vote by proxy executed in writing (which writing may be electronic) by the Trustee or by his or her duly appointed attorney in fact. Proxies shall be recorded by the Secretary-Treasurer prior to the commencement of each meeting of the Board and shall be noted in the minutes.

ARTICLE VI

OFFICERS

- Section 1. Officers. The officers of the Board of Trustees shall consist of a Chairperson, Vice Chairperson and Secretary-Treasurer.
- Section 2. Election and Term of Office. The Chairperson and Vice Chairperson of the Board shall be the Trustees elected by the GMEBS Trustees to serve as the Chairperson and Vice Chairperson of the Board of Trustees of GMEBS, provided that such Chairperson and Vice Chairperson are employees of or appointed or elected officials of a municipal corporation that is a GIRMA Member. Additionally, effective on or after January 1, 2021, only Trustees who are employees of or appointed or elected officials of a municipal corporation that participates in the GIRMA Property and Liability Insurance Fund may serve as Chairperson or Vice Chairperson. Every new Chairperson or Vice Chairperson must submit a completed application to the Commissioner to serve as an officer of this Board. If the Commissioner objects to his or her

election, the election will be invalidated on a prospective basis. The GMA Executive Director shall serve as the Secretary-Treasurer.

- Section 3. Chairperson. The Chairperson shall be the principal executive officer of the Board and shall in general supervise and control all of the business and affairs of the Board. The Chairperson shall: preside at all meetings of the Members and the Board; call the annual meeting of the GIRMA Membership; sign contracts with GMA which the Board has authorized; call regular and special meetings of the Board; appoint an executive committee and special committees of the Board; serve as an ex-officio member of special committees; serve as chairperson of the executive committee; and perform such other duties as may be prescribed from time to time by the Board or as are consistent with the duties of the office of Chairperson.
- Section 4. Vice Chairperson. The Vice Chairperson shall: assist and aid the Chairperson whenever required in carrying out the duties of the Chairperson; preside at all meetings of the Members of GIRMA and of the Board in the absence of the Chairperson; be authorized to act on behalf of the Chairperson in the event of the Chairperson's incapacity or other failure to serve; and perform such other duties as may be assigned by the Chairperson or Board from time to time.
- Section 5. Secretary-Treasurer. The offices of Secretary and Treasurer shall be combined. The Secretary-Treasurer is a non-voting member of the Board. The Secretary-Treasurer is delegated the authority to perform, and is responsible to the Board for performing, the following duties either directly or through his or her designee:
- (a) Notifying Members of the time, date and place of annual Member meetings and soliciting and recording proxies for those unable to attend such meetings, and seeing that all other meeting notices required by these Bylaws or applicable law are duly provided;
 - (b) Notifying Trustees of Board meetings and soliciting and recording proxies for those unable to attend meetings, and seeing that all other meeting notices required by these Bylaws or applicable law are duly provided;
 - (c) Keeping a register of the post office address, electronic mail address and/or facsimile number of each member of the Board which shall be furnished to the Secretary-Treasurer by such Trustee;
 - (d) Performing all the duties consistent with the office of Secretary-Treasurer and such other duties as from time to time may be assigned to him or her by the Chairperson or the Board;

- (e) Executing contracts with service providers performing services directly to the Fund (except for contracts with GMA) after such service providers have been approved by the Board;
- (f) Serving as a permanent non-voting member of all Board committees, including but not limited to the Executive Committee; and
- (g) Signing all checks, drafts, or orders for the payment of money, notes or other evidences of indebtedness issued in the name of GIRMA, except as otherwise stated by resolution of the Board.

ARTICLE VII

BOARD COMMITTEES

- Section 1. Executive Committee. The Executive Committee shall be comprised of the five Trustees who serve on the GMEBS Executive Committee: the Chairperson, Vice-Chairperson, immediate past chairperson and two Trustees appointed by the Chairperson, provided that such Trustees are employees of or appointed or elected officials of municipal corporations that participate in the GIRMA Property and Liability Insurance Fund. The Executive Committee shall recommend policies, review and recommend program operating budgets, and act on behalf of the Board in the interim between Board meetings.
- Section 2. Special Committee. The authority of a special committee is limited to the charge given the committee by the Chairperson when establishing such committee; however, the designation of such committee and the delegation of authority thereto shall not operate to relieve the Board, or any individual Trustee, of any responsibility imposed upon it or upon the Trustee by law. Each special committee appointed shall be deemed to have concluded its work upon reporting back to the Board.
- Section 3. Audit Committee. The Audit Committee shall be comprised of the five Trustees who serve on the GIRMA Executive Committee. The Audit Committee shall meet at least once annually and is responsible for the duties set forth in Rule 120-2-60.14 of the Georgia Department of Insurance, including but not limited to annually selecting the auditor for the next fiscal year (subject to ratification by the full Board), reviewing the annual audit and following its approval of the annual audit, and reporting on and recommending the annual audit to the full Board for approval.

The Administrator shall schedule an annual meeting of the GIRMA Audit Committee to receive a report on, review, and vote to approve

or disapprove the annual audit and to select the auditor for the following year, subject to ratification by the full Board. This annual audit committee meeting may be held jointly with the annual audit committee meetings of the GMEBS and GMA WCSIF audit committees, provided that the Audit Committee receives a report specific to GIRMA and holds discussion and a vote on the GIRMA annual audit independently of any discussion or votes taken concerning the GMEBS or GMA WCSIF annual audit.

Section 4. Governance. The Notice, Quorum, Manner of Acting, and Proxies sections under Article V “Meetings of the Board of Trustees” shall apply to meetings of Board Committees, except that all references to Trustees in those sections shall be replaced with “Committee Members”, all references to the Board shall be replaced with “Board Committee”, and a majority of the Committee members shall constitute a Quorum.

ARTICLE VIII

FISCAL YEAR

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

ARTICLE IX

MEETINGS OF THE MEMBERS

Section 1. Annual Meetings; Joint Annual Meeting. For the convenience of Members, when feasible, the Administrator shall schedule an annual, in-person meeting of GIRMA Members during the Administrator’s annual convention in an appropriate location. The annual, in-person meeting of the Members shall be held for the purposes of electing members to the GMEBS Board of Trustees, all of which also serve on the Board of Trustees of GIRMA and of the GMA Workers Compensation Self-Insurance Fund (“GMA WCSIF”), delivering of a statement of the general financial condition of GIRMA and transacting such other business as may come before the meeting. For the purpose of electing Trustees, the annual, in-person meeting of the Members shall be held jointly with the annual meetings of the “Members” of GMEBS (“GMEBS Members”) and the “Members” of GMA WCSIF (“GMA WCSIF Members”), as defined in their respective bylaws. For purposes of this Article, this

meeting shall be referred to as the “Joint Annual Meeting” and the GMA WCSIF Members, GIRMA Members and GMEBS Members shall be collectively referred to as the “Voting Employers”. In all manner, substance and effect, elections of Trustees to the Board shall take place simultaneously with and in the manner described in Article IX of the GMEBS bylaws. An oral report on the general financial condition of GIRMA shall be given to GIRMA Members at each annual meeting. At the same meeting, a written copy of this report shall be made available to the GIRMA Members by the Board Chairperson or his or her designee.

- Section 2. Special Meetings of the Members. If the election of Trustees is not held as designated herein at the annual, in-person meeting of the Members provided for in Section 1 above, or at any adjournment thereof, the Board shall cause the Trustee election to be held at a special meeting of the Members, jointly with the GMA WCSIF Members and the GMEBS Members, as soon thereafter as is reasonably convenient. Special meetings of the Members may be called by the chairperson of the Board or by not less than one-fourth (1/4) of the entities comprising the GIRMA Members.
- Section 3. Place of Meeting of the Members. The Board of Trustees may designate any place within the State of Georgia as the place of meeting for any special meeting of the Members.
- Section 4. Notice. Written notice stating the place, date and hour of any meeting of the Members shall be delivered by mail, electronic mail or facsimile, to each Member entitled to vote at such meeting, not less than ten (10) and no more than ninety (90) days before the date of such meeting, by or at the direction of the Chairperson, or the Secretary-Treasurer, or the officers or persons calling the meeting. In the case of a special meeting or when required by statute or by these Bylaws, the purpose or purposes for which the meeting is called shall be stated in the notice. If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Member at its address as it appears on the records of the Administrator, with postage thereon prepaid. If notice is given electronically, either by electronic mail or facsimile, such notice shall be deemed to be delivered when sent to the electronic address for the Member as shown by the records of the Administrator.
- Section 5. Nomination of Trustees. Nomination of Trustees shall be made in accordance with the GMEBS Bylaws.

- Section 6. Voting on Matters Relating to GIRMA (Other than Trustee Elections). Each Member shall be entitled to one (1) vote on each matter that the Board submits to a vote of the Members (other than Trustee elections). The vote of each Member shall be cast by its designated representative. Unless otherwise indicated in writing by a Member's chief executive or chief administrative officer, a Trustee shall be considered the designated representative for the Member for which he or she serves as an elected or appointed officer or employee. For each other Member, the chief executive or chief administrative officer shall be its designated representative. Except in the case of matters relating to the election or term limits of Trustees, no formal action will be taken based upon any Member vote without the consent of a majority of the Board present. The Board may in its discretion conduct a Member vote by mail ballot. In such case the mail ballot shall be deemed to be delivered when it is mailed or sent via facsimile or electronic mail in the manner required for provision of meeting notices under Section 4 above. The Board shall afford a reasonable period of time for return of mail ballots by Members. A majority vote of those Members voting shall be required for action on any matter submitted to a vote by mail ballot. With respect to election of Trustees, the applicable provisions of the GMEBS Bylaws shall control.
- Section 7. Quorum. There is no quorum requirement. Rather, a majority vote of those Members voting in person or by proxy at a meeting shall be required for approval of any matter submitted to the Members for a vote.
- Section 8. Proxies. At any meeting of the Members, a Member entitled to vote may vote by proxy executed in writing (which writing may be electronic) by the Member or by its designated representative. Proxies must be submitted to the Administrator at least 14 days prior to the meeting, unless a shorter period is necessary due to circumstances beyond the designated representative's control. Proxies shall be recorded by the Secretary-Treasurer prior to the commencement of the Annual Meeting and shall be noted in the minutes.

ARTICLE X

INVOLUNTARY TERMINATION OF A MEMBERSHIP

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

non-renewal, for:

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

Section 2.

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

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

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

Section 3.

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

Section 4.

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

ARTICLE XI

TERMINATION OF GIRMA OR GIRMA FUNDS

- Section 1. GIRMA shall cease its activities upon affirmative vote of not less than two thirds (2/3) of the Board requiring such cessation, with advance approval of the Commissioner if required by law. The Board may also terminate the existence of any fund or funds it has established by a majority vote of the Board, with advance approval of the Commissioner if required by law. To the extent of money remaining in a terminated fund, however, GIRMA shall continue to pay Members' claims and losses incurred prior to the date of a Fund's termination until the money in the terminated fund is exhausted. In the event that revenues remain in a terminated fund after payment of all claims, losses and other expenses, the Board may determine the method for calculating refunds to those Members who were Members at the time the fund ceased its activities. The Board shall determine the method that shall be used for the sale and distribution of proceeds in the event that there should be any property, real or personal, belonging to GIRMA at its termination. In the event of GIRMA's termination, the Board shall continue to meet for such period of time and with such frequency as may be necessary to wind down the affairs of GIRMA. The Board shall be authorized to sell, transfer or otherwise assign the processing and payment of claims to a third party in the event of termination of GIRMA or in the event of termination of a fund.
- Section 2. The Commissioner may terminate GIRMA or any of its Funds only in accordance with applicable law, and subject to GIRMA's rights under applicable law.

ARTICLE XII

WAIVER OF NOTICE

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

ARTICLE XIII

AMENDMENTS

- Section 1. Bylaws Amendments.

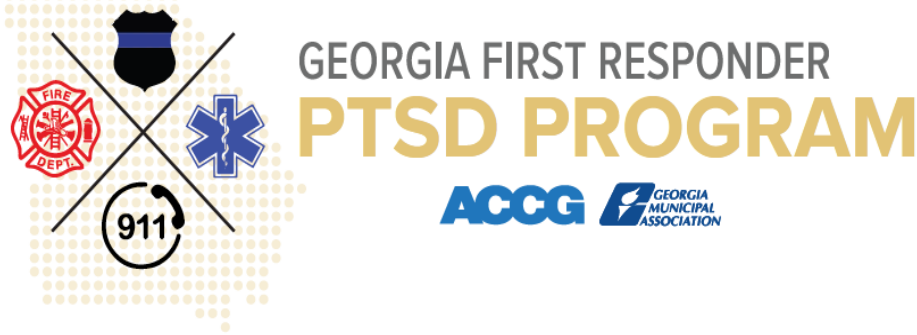
- (a) The Board shall have power to amend or repeal the Bylaws by an affirmative two-thirds majority vote of the Board at any regular or special meeting of the Board.
- (b) Written notice of proposed amendment(s) or repeal, including the language of the proposed amendment(s) or repeal, must be mailed or electronically provided to each Member not less than thirty (30) days prior to the meeting in which they are presented to the Board for adoption. Notice of approved bylaws amendments or repeal shall be provided to the Members at the next annual or special meeting of the Members following the Board's approval of such amendment(s) or repeal.

Section 2. Amendments to Intergovernmental Contract. Any amendment to the Intergovernmental Contract must be approved by a majority of the Members voting at a meeting of the Members.

ARTICLE XIV

PARLIAMENTARY AUTHORITY

Section 1. To govern processes and relationships within the organization in cases not provided for in statute or Bylaws, the current edition of Robert's Rules of Order shall be used. However, by resolution, the Board may determine to follow instead any set of Rules of Order determined by the Administrator's General Counsel or by the Board's separate legal counsel to be appropriate.



Georgia First Responders' PTSD Program
Offered through GMA and ACCG Insurance Programs
Program FAQ

This document provides information on GMA and ACCG's Georgia First Responder PTSD Program (GFRPTSD). For additional questions, contact GFRPTSD@lockton.com and provide your contact information to schedule a follow-up call. If you prefer to speak with a Program representative, call Lindsey Albright at 706.877.6400 or Meghan Murray at 678.361.0886.

Information about the statutorily required benefits in O.C.G.A. § 45-25-1 et seq.(2024):

Q. What was the purpose of HB 451 (2024)?

A. 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. It creates two once-per-lifetime financial safety nets to assist with uninsured costs associated with PTSD treatment and recovery. A first responder may access the benefits quickly and confidentially without worry over stigma or job loss. The Act does not impact employer health plans, which are required to provide coverage for PTSD and other mental health conditions.

Q. What is the effective date of the Act?

A. The effective date of the Act is January 1, 2025. That is the date on which public entities are required to offer the benefits. An eligible first responder diagnosed with PTSD arising from a qualifying traumatic event that occurred on or after July 1, 2024, may submit a claim on or after January 1, 2025, and must also submit proof that a diagnosis of PTSD was made on or after January 1, 2025.

Q. Doesn't workers' compensation pay for occupational PTSD?

A. In Georgia, a first responder may file a claim for occupational PTSD under workers' compensation provided the PTSD follows from or because of a physical injury in the line of duty. However, the workers' compensation system is not designed to address and treat mental injuries. The system does not meet the first responders' confidentiality needs since employers and supervisors are notified of PTSD claims and does not allow a first responder to choose their own mental health care providers.



GEORGIA FIRST RESPONDER PTSD PROGRAM



Q. Doesn't a first responder's health plan pay for treatment of PTSD?

A. By law, employer health benefit plans are required to cover mental health treatment. But employer health plans do not cover all costs associated with treatment and recovery such as deductibles, co-pays, and out-of-network treatment costs.

Q. How does the Act define PTSD?

A. The Act defines PTSD as an ***anxiety disorder caused by experiencing or being exposed to a traumatic event*** and which satisfies the clinical diagnostic criteria set forth in the American Psychiatric Association's Diagnostic and Statistical Manual of Mental Disorders in effect January 1, 2024.

Q. How does the Act define a First Responder who can be eligible for benefits?

A. The Act defines ***eligible first responder*** as a first responder who experienced or was exposed to a traumatic event during the normal course of performing regular occupational or volunteer duties on behalf of a public entity and such experience resulted in PTSD, if the first responder received a diagnosis of PTSD arising from such experience and exposure no later than two years after the traumatic event.

Q. How does the Act define a First Responder?

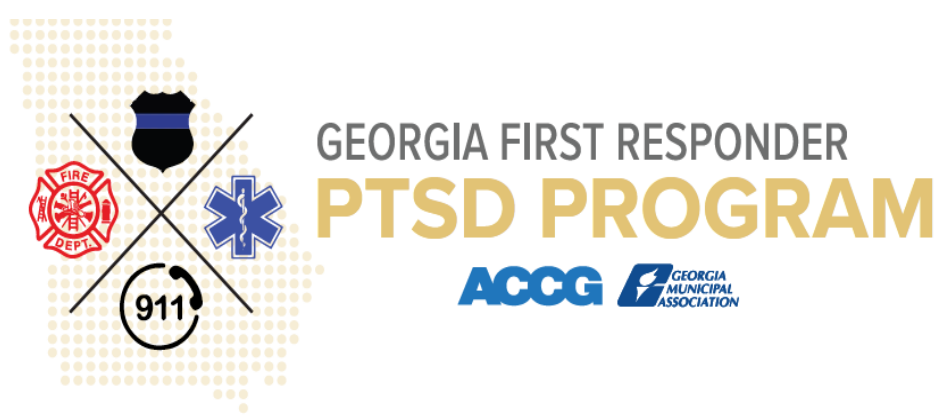
A. Under the Act, First Responder means any of the following:

- Communications Officer
- Emergency Medical Professional
- Firefighter
- Jail Officer
- Peace Officer (including law enforcement officer with the Department of Natural Resources)
- Correctional Officer
- Emergency Medical Technician
- Highway Emergency Response Operator
- Juvenile Correctional Officer
- Probation Officer

Q. What are the benefits required under the Act?

A. The Act requires ***two once-per-lifetime benefits***. The first is a \$3,000 lump-sum benefit paid following diagnosis of occupational PTSD by a qualified diagnostician. The second is a long-term disability benefit if the eligible first responder is no longer able to perform their duties as a first responder due to their PTSD diagnosis:

- The **disability benefit begins 90 days** following a first responder's inability to continue regular occupational or volunteer duties as a first responder due to the covered condition, despite receipt of appropriate treatment.



- The disability benefit is paid **monthly for up to 36 months**.
- Paid first responders receive **60% of their monthly pay** to a maximum of \$5,000 per month.
- Volunteer first responders receive **\$1,500** per month.

Q. How is Covered Condition defined under the Act?

A. The Act provides benefits for eligible first responders with a **covered condition** of PTSD that is the direct result of an experience of or exposure to a traumatic event during the normal course of their regular occupational or volunteer duties on behalf of a public entity.

Q. How does the Act define a Traumatic Event?

A. The Act defines a **traumatic event** as an actual or threatened death, serious injury, or act of sexual violence that occurs after July 1, 2024, and which the first responder experienced or was exposed to during the normal course of the first responder's regular occupational or volunteer duties on behalf of the public entity. In cases involving multiple traumatic events occurring after July 1, 2024, the traumatic event is the most recent event determined by the qualified diagnostician to be related to the symptoms of PTSD.

Q. How does the Act define Qualified Diagnostician?

A. **Qualified diagnosticians** are psychiatrists, psychologists, and physicians who are duly authorized to practice in Georgia and are certified in a medical specialty appropriate for trauma related mental health diagnoses.

Q. How does the Act ensure that a first responder can get the benefits confidentially?

A. The Act requires that the first responder be able to obtain the lump sum benefit confidentially in a manner similar to using health insurance to pay for mental health treatment or using employee assistance program benefits and be able to obtain the long term disability benefit confidentially in a manner similar to obtaining other disability benefits for mental health conditions. The Act provides that all communications between the first responder and the administrator or insurer are confidential and privileged.

Q. If an employer learns of a first responder's claim, can the employer use that information for employment purposes?

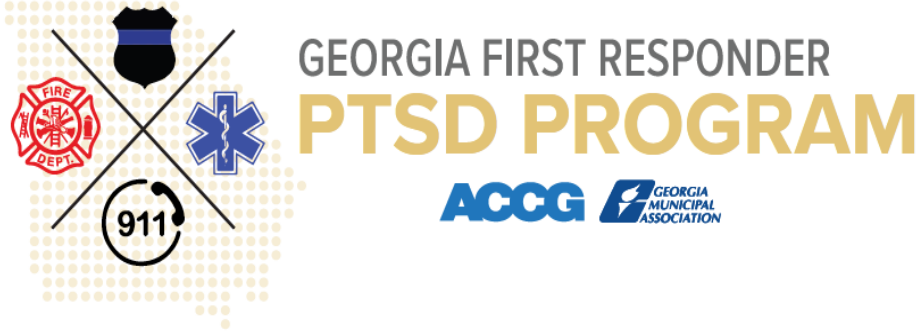
A. No. The Act states: "In no event shall information solely about an individual's diagnosis, claims, or benefits be used for any employment action."



GEORGIA FIRST RESPONDER PTSD PROGRAM



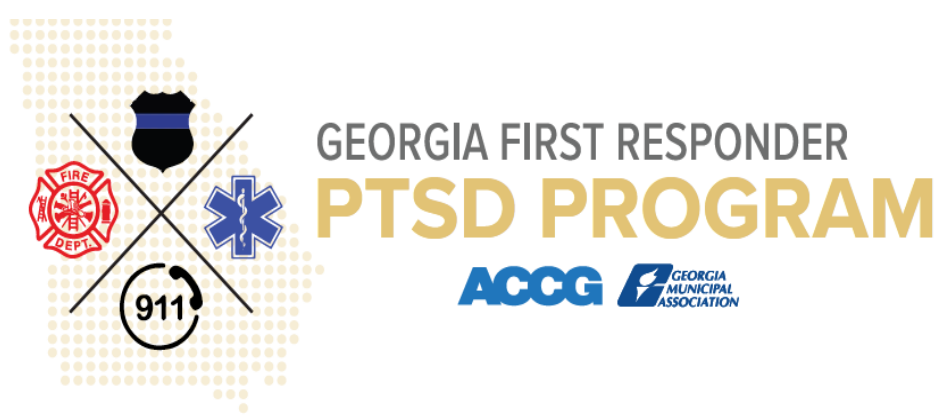
- Q. How would a first responder obtain a PTSD diagnosis submitted in support of their claim?**
- A.** A first responder's primary care physician can recommend a qualified diagnostician. In addition, a first responder can call the customer service number on their major medical health plan ID card for help locating an in-network qualified diagnostician. In many cases, qualified diagnosticians offer virtual appointments that eliminate the need to travel.
- Q. Following a traumatic event, how much time does a first responder have to obtain a PTSD diagnosis from a qualified diagnostician?**
- A.** A first responder has up to **24 months following a traumatic event** to obtain a PTSD diagnosis from a qualified diagnostician and file a claim for the supplemental benefits.
- Q. Following end of service or retirement, how much time does a first responder have to obtain a PTSD diagnosis from a qualified diagnostician and file a claim?**
- A.** An eligible First Responder may file a claim for the supplemental benefits **up to 24 months following end of service** provided the traumatic event resulting in the PTSD occurred when the First Responder was in active service and a diagnosis is received within 24 months of the traumatic event.
- Q. The Act says the traumatic event date must be on or after July 1, 2024, but the Act is not effective until January 1, 2025. How does this work?**
- A.** These dates create a temporary transition period. The Act's purpose is to encourage first responders to promptly seek treatment for symptoms of PTSD. If a first responder is already receiving treatment for PTSD arising from a traumatic event that occurred between July 1, 2024 and January 1, 2025, the first responder will need to obtain a qualifying diagnosis of PTSD arising from that event on or after January 1, 2025 to be eligible for benefits. The waiting period for disability benefits cannot start before January 1, 2025.
- Q. How does the Act address cumulative trauma or the witnessing of traumatic events over time?**
- A.** In cases involving multiple traumatic events occurring on or after July 1, 2024, the traumatic event is the most recent traumatic event determined by the qualified diagnostician to be related to the symptoms of PTSD.
- Q. Are benefits provided under the Act taxable?**
- A.** As the benefits are provided by the employer on behalf of the first responder, the federal government considers the benefits a form of taxable income. The State of Georgia waived state taxation of the benefit.



- Q. Is the PTSD lump-sum benefit reduced if a first responder is receiving benefits from sources outside of the program?**
- A.** No.
- Q. Is the PTSD disability benefit reduced if a first responder receives disability benefits from sources outside of the program?**
- A.** The PTSD disability benefit would be reduced if a first responder receives disability benefits from an employer funded group long-term disability plan or workers' compensation. The PTSD disability benefit would not be reduced if the first responder received disability benefits from insurance paid by the first responder.
- Q: If a first responder has received the once-per-lifetime lump sum and disability benefits, would they be eligible for a second set of benefits if they switched employers in the future?**
- A.** No. An eligible first responder is not entitled to more than the once-per-lifetime benefits.

Administration of the GMA and ACCG Programs

- Q. Does GMA and ACCG plan to offer insurance coverage compliant with the Act?**
- A.** GMA and ACCG have partnered with MetLife to design and implement a highly customized insurance program compliant with the Act.
- Q. Who pays the cost of coverage under the program?**
- A.** A public entity pays the cost of the program on behalf of its first responders. The Act defines **public entity** as a department, agency, board, bureau, commission, authority, or instrumentality of the State of Georgia, any local government or authority, including a county, municipality, or consolidated government in this state, or any other political division in this state. Such term includes a school district, independent school district, or other local school system in this state.
- Q. Is a public entity required to purchase the PTSD insurance from GMA or ACCG Programs?**
- A.** No. A public entity may purchase the PTSD insurance from other private insurance companies or self-insure the coverage upon approval from the Georgia Office of Commissioner of Insurance and Safety Fire.



Q. If a public entity chooses to participate in the GMA or ACCG programs, how often will it be billed for cost of the coverage?

A. GMA, ACCG and MetLife are still finalizing the premium invoicing process. At this time, we expect that the GMA and ACCG programs will bill a participating public entity twice annually for 50% of the annual cost.

Q. If a public entity wants to participate in the GMA or ACCG programs, how does it obtain a quote?

A. To obtain a quote, the public entity would contact GFRPTSD@lockton.com and provide your contact information to schedule a follow-up call. To speak with a Program representative, please contact Lindsey Albright at 706.877.6400 or Meghan Murray at 678.361.0886.

Starting in August/September 2024, GMA and ACCG will contact its members directly with information on the program and how to obtain a quote and secure coverage compliant with the Act with a January 1, 2025 effective date.

Q. If a first responder is employed by two public entities, which public entity is required to pay the cost of the insurance?

A. The program will bill both public entities 50% of the required premium.

Q. If a first responder is employed by public entity A and volunteers at public entity B, which public entity is required to pay the cost of the insurance?

A. Public entity A, the place of employment, is required to pay the cost of the insurance.

Q. If a first responder volunteers at public entity A and B, which public entity is required to pay the cost of the insurance?

A. The program will bill both public entities 50% of the required premium.

Q. If a public entity hires a first responder in the middle of the billing cycle, is it required to pay back premium for the newly hired first responder?

A. No. While the first responder is eligible on the first day of service, the public entity would include the newly hired first responder in its upcoming eligibility roster.

Q. May a public entity increase the lifetime benefits above those required under the Act?

A. The GMA and ACCG Programs allow a public entity to increase PTSD coverage in two ways:

- Increasing the lump-sum benefit from \$3,000 to \$5,000, \$10,000 or \$15,000
- Increasing the monthly disability benefit for volunteers from \$1,500 to \$2,000



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: WORK SESSION, DECEMBER 11, 2024

AGENDA CATEGORY: GENERAL CITY BUSINESS

Item:	2025 Event Entertainment Consultant Contract
Department:	Community and Economic Development
Date of Meeting:	Wednesday, December 11, 2024
Fiscal Impact:	Not to exceed \$180,000.00
Presented By:	Jasmine Billings, Community & Economic Development Director
Action Requested:	Approval of the 2025 Event Entertainment Consultant Contract with BrioLIVE not to exceed \$180,000.00 for the Community & Economic Development Department and authorize the Mayor to execute the agreement upon review and approval of the City Attorney.

Summary: The Community & Economic Development Department is seeking the consideration to approve the Event Entertainment Consultant Contract with BrioLIVE. In its third year, BrioLIVE continues to support booking entertainment for major events such as Lawrenceville Boogie, Summer Concerts, Prelude to the Fourth, Cultura, and Harvest Festival. These events require additional assistance when booking live entertainment such as tribute bands and national acts for city-sanctioned events. BrioLIVE is a consultant group that has served cities in the southern region assisting with booking talent to best promote and highlight community events. BrioLIVE provides thorough quality service, has a point of contact for all scheduled events, and continues to diversify entertainment as organized by the Community & Economic Development Department. Contract to be reviewed by City staff (Community & Economic Development Department, Risk Manager, Legal, and BrioLIVE).

Fiscal Impact: Not to exceed \$180,000

Attachment:

- 2025 Brio LIVE Entertainment Consultant Contract



CONTRACT

This Booking Agreement (the "Agreement") is made on "**DATE**", by and between **BrioLIVE Production & Entertainment**, 118 West A Street, Suite A, Kannapolis, NC, 28081, United States (hereinafter "Consultant"), and "City of Lawrenceville", 70 South Clayton Street, Lawrenceville, GA 30046, United States (hereinafter "Purchaser") (individually referred to as a "Party" or collectively referred to as the "Parties").

It is understood and mutually agreed that the **Purchaser** engages the **Consultant** to provide the entertainment generally described as the "Performance" listed herein. The **Consultant** hereby agrees to provide the Purchaser with the "Performance" subject to all of the Terms and Conditions herein set forth.

1. Duties

Purchaser is desirous of hiring the **Consultant** to be the exclusive talent buyer for 2025 City Events hereinafter referred to as "City Events", which shall consist of multiple individual concert dates to be mutually determined by the **Consultant** and **Purchaser** (each referred to as a "Concert"). The Event and Concerts shall be located in downtown Lawrenceville ("Premises").

The duties of the **Consultant** will be: To conduct preliminary negotiations with artists and their representatives, assist in processing contracts, consult the Purchaser on how to meet all necessary requirements, excluding rider, as outlined in the contracts which have been approved by the **Purchaser**. **Consultant** and **Purchaser** will carry out their duties in a conscientious, diligent, and responsible manner, at all times protecting each other's integrity and reputation so that the image to the public will be of the highest caliber. For the purposes of this Agreement, all so-called "free" or unpaid talent shall not be secured by the **Consultant**.

2. Payments

The total contract shall not exceed \$180,000.00 for the year, which includes all compensation to any artist and to the **Consultant** for all acts/artists booked for the **Purchaser** (the "Consultant's Fee"). Upon acceptance of any offer submitted by the **Consultant**, **Purchaser** shall be responsible for paying fifty percent (50%) of deposits on the artist guarantee and fifty percent (50%) of the consultant's fee. The remaining balance due of the consultant fee and the artist fee shall be paid seven (7) days before the Event. The consultant Fee may not represent the total remuneration received by **Consultant**, which may realize additional revenue from services such as sponsorships, ticketing, promotions, marketing initiatives, and block buys.

Deposit of funds are due 10 days after the contract is issued payable to the Consultant.

Fed ID 81-2955693

For the deposit and final payment, an EFT Transfer will be issued to the **Consultant**. The agency fee is included in the deposit and is considered earned upon execution of the contract and is non-refundable.

3. Security

The **Purchaser** shall commit to having proper security to ensure and maintain the orderliness of the event.

4. Facilities and Personnel

Purchaser shall furnish on the Premises, at its sole expense unless otherwise agreed to within an agreement with the **Consultant**, (a) a suitable stage with adequate heated/air-conditioned dressing room (s), areas for sound and light controls, areas for spotlights and such other facilities as are necessary or appropriate, and will furnish and pay for all its own expenses necessary for proper presentation of the event on the date and time of the above-mentioned performance, to include sound equipment, lighting, rigging, stage operation crew, and other equipment. Additional stage-hands to load-in/load-out are subject to approval per **Purchaser**. In addition, **Purchaser** shall furnish to the personnel and performers free admission to the Premises and access to all areas necessary or convenient for the performances contemplated herein.

5. Intellectual Property

The Purchaser shall not itself, nor shall it permit others, to the best of its ability, to record, broadcast, or televise, photograph, or otherwise reproduce the visual and/or audio performances hereunder, or any part thereof. Segments, less than 15 seconds of any performance may be posted on social media as this is a public event. Consultant will work with artists to obtain approval for Purchaser to be permitted to record portions of the event or performance and use such recordings for promotional purposes.

6. Merchandising

Artist(s) shall have the exclusive right to sell all types of artist-related merchandise including, but not limited to, articles of clothing (i.e., T-shirts-hats, etc.), posters, CDs, stickers, or other merchandise on the premises of the Place of Performance during the Date of the Performance. The artist will retain 100% of the gross revenue from merchandise sales.

7. Right to Likeness

Purchaser shall be entitled to advertise and promote the appearance of the artist at the performance solely for the purpose of increasing attendance at the performance.

8. Term and Termination

- a. **Term.** This agreement shall stay in effect through and including the final engagement date.
- b. **Termination.** If, on or before the Date of Performance, **Purchaser** has failed, neglected, or refused to perform any contract with any other performer for any other engagement, or if the financial standing or credit of **Purchaser** fails or refuses to make such payment forthwith, **Consultant** shall have the right to cancel this Agreement by notice of a minimum of 30 days to **Purchaser** to that effect, and to retain any amounts theretofore paid to **Consultant** by **Purchaser**.

9. Force Majeure

The Parties shall be excused from their obligations under this Agreement in the event of proven sickness, accident, riot, strike, epidemic, act of God, or any other force majeure event or occurrence beyond their respective control. In this situation, the deposit can be transferred to a mutually-agreeable date within 365 days of the original date. If the **Purchaser** cancels the event outright outside of governmental regulations for shutdown, the deposit will be forfeited as it's considered earned by the **Consultant** for holding the date.

10. INDEMNITY AND INSURANCE.

Consultant will indemnify and hold the **Purchaser** and its employees, officers, and agents, harmless from any claims, liabilities, damages, costs, and expenses arising out of the performance of or failure to perform the **Consultant's** duties, or any acts or omissions of the **Consultant**, whether occurring within or outside the scope of representative's agency, employment or duties and that is not otherwise the result of **Purchaser** or **Purchaser's** representative's gross negligence or willful misconduct. **Consultant** shall keep in force during the duration of this Agreement all customary forms of insurance, including comprehensive general liability (with a limit to be no less than one million dollars \$1,000,000.00), or any additional amount agreed upon by **Consultant** and artist's representative, and shall ensure that all **Consultant** employees are protected by worker's compensation as required by law. Certificates of such insurance containing a non-cancellation without notice clause will be furnished to the **Purchaser** upon request. **Purchaser** assumes full responsibility for the operation of the Premises where the Event will take place and all facilities and equipment thereon.

11. Governing Law

The parties agree that this Contract shall be governed and construed in accordance with the laws of the State of Georgia. This Contract has been signed in Gwinnett County, Georgia. The parties agree that the jurisdiction and venue of any legal proceeding shall be in Gwinnett County, Georgia

12. Assignment/Transfer

Neither **Consultant** nor **Purchaser** may assign or transfer this Agreement or any other rights or obligations hereunder without the mutual written consent of both the **Consultant** and **Purchaser** and such assignment contains the complete understanding of the Parties respecting the subject matter hereof. No term, provision, or condition of this agreement may be altered, amended, or added except upon the execution of a written agreement by the Parties hereto. Any notices provided herein shall be in writing and personally served or mailed to each Party at the addresses provided.

14. Entire Agreement

This Agreement contains the complete understanding and agreement of the parties and no representations, inducements, promises, agreements, or undertakings, whether oral or written, express or implied, shall have any force or effect. No modification or amendment may be made except by writing executed by both parties. If any covenant, term, or provision of this Agreement is deemed to be contrary to law, that covenant, term or provision will be deemed separable from the remaining covenants, terms and provisions of this Agreement and will not affect the validity, interpretation or effect of the remainder of this Agreement. The parties represent and warrant that they have the authority to bind their respective organizations to this Agreement.

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized agents, have caused this **CONTRACT** to be signed, sealed, and delivered.

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

LAWRENCEVILLE, GEORGIA

BY: _____
David Still, Mayor
City of Lawrenceville, Georgia

ATTEST:

Karen Pierce, City Clerk
City of Lawrenceville

APPROVED AS TO
FORM:

City of Lawrenceville Attorney
Pereira, Kirby, Kinsinger & Nguyen, LLP

SERVICE PROVIDER: BrioLIVE Entertainment

BY: _____
Signature

Print Name

Title

ATTEST:

Signature

Print Name

Title

(Corporate Seal or Notary Seal)



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: WORK SESSION, DECEMBER 11, 2024

AGENDA CATEGORY: GENERAL CITY BUSINESS

Item:	Lawrenceville Wayfinding Signs Project
Department:	Communications
Date of Meeting:	Wednesday, December 11, 2024
Fiscal Impact:	\$271,400.00
Presented By:	Melissa Hardegree, Chief Communications Officer
Action Requested:	Award Lawrenceville Wayfinding Signs Project to low bidder, Forge Signworks, LLC, amount not to exceed \$271,400.00. Authorization for Mayor or City Manager to execute contracts subject to approval by the City Attorney. Contracts to follow award.

Summary: This project is for updating current city signage and installing new signage to guide people through the current downtown Lawrenceville environment by helping them navigate from one location to another with ease and clarity. It consists of new wording, arrowing, and color-coding for parking areas and various destinations. The work includes clearing & grubbing, traffic control, concrete work, and the installation of new aluminum poles.

Fiscal Impact: Amount not to exceed \$271,400.00. This project is funded by the 2017 SPLOST Fund (3246000.541000). Project SP-018.

Attachments/Exhibits:

- Bid Tabulation

SB009-25
Lawrenceville Wayfinding Signs Project
Communications

			A1 Signs, Inc.		Denyse Companies, Inc.		Forge Signworks, LLC		Rite Lite Signs, Inc.	
ITEM #	DESCRIPTION	APPROX. QTY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Mobilization	1 LS	\$13,400.00	\$13,400.00	\$7,630.25	\$7,630.25	\$25,000.00	\$25,000.00	\$14,500.00	\$14,500.00
2	Traffic Control & Staggering (Vehicular & Pedestrian per latest MUTCD)	1 LS	\$6,780.00	\$6,780.00	\$9,675.00	\$9,675.00	\$15,000.00	\$15,000.00	\$22,850.00	\$22,850.00
3	Demolition/Clearing & Grubbing	1 LS	\$3,860.00	\$3,860.00	\$3,576.70	\$3,576.70	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
4	Existing Wayfind Sign to be re-worded and re-arrowed only (front and back)	21 EA	\$2,040.00	\$42,840.00	\$2,084.91	\$43,783.11	\$2,500.00	\$52,500.00	\$2,107.00	\$44,247.00
5	Existing Wayfind Sign to be re-worded/re-arrowed (front and back) and relocated (account for new foundation and site restoration)	1 EA	\$5,300.00	\$5,300.00	\$1,343.82	\$1,343.82	\$4,500.00	\$4,500.00	\$5,750.00	\$5,750.00
6	New all Complete Wayfind Sign with pole and footing (wording, arrowing, painted front and back)	4 EA	\$9,176.00	\$36,704.00	\$1,343.82	\$5,375.28	\$6,000.00	\$24,000.00	\$22,447.00	\$89,788.00
7	Proposed New Parking Sign with pole, footing and QRC color sign (front and back). Detail 2 drawing TR-200.	17 EA	\$16,801.00	\$285,617.00	\$13,117.66	\$223,000.22	\$7,500.00	\$127,500.00	\$22,447.00	\$381,599.00
8	New Parking Sign, only install QRC color sign to the existing parking pole (front and back). Detail 1 Signs #5, #9, #30, drawing TR-200.	3 EA	\$3,712.00	\$11,136.00	\$12,358.10	\$37,074.30	\$1,000.00	\$3,000.00	\$1,988.00	\$5,964.00
9	Proposed "New" Parking Sign on existing Light Pole, only install QRC color sign to existing light pole (front and back). Detail 6 Sign #16 drawing TR-200.	1 EA	\$3,467.00	\$3,467.00	\$2,028.77	\$2,028.77	\$1,000.00	\$1,000.00	\$7,888.00	\$7,888.00
10	1'W x 1.5'H Proposed "New" Public Parking Sign. Including a 6' aluminum post and breakaway. (Remove existing and install new) (Detail 4 drawing TR-200)	1 EA	\$942.00	\$942.00	\$1,381.17	\$1,381.17	\$900.00	\$900.00	\$2,488.00	\$2,488.00
11	8'W x 3'H New Parking Sign. (Detail 5 Sign #15 drawing TR-200)	1 EA	\$3,807.00	\$3,807.00	\$1,657.72	\$1,657.72	\$4,000.00	\$4,000.00	\$5,980.00	\$5,980.00
12	4.5'W x 5'H Wayfind Sign at Chestnut St and E Crogan St. (Remove existing and install new) (Detail 1&2, Signs #41&42 drawing TR-206)	2 EA	\$2,828.00	\$5,656.00	\$2,839.36	\$5,678.72	\$4,500.00	\$9,000.00	\$6,445.00	\$12,890.00
Total			\$419,509.00		\$342,205.06		\$271,400.00		\$598,944.00	

Recommended Vendor:

Forge Signworks, LLC
69 Megill Rd
Farmingdale, NJ 07727
ehersch@forge-signworks.com



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: WORK SESSION, DECEMBER 11, 2024

AGENDA CATEGORY: GENERAL CITY BUSINESS

Item:	Agreement with Impact46 for FIRST Center operations
Department:	City Manager
Date of Meeting:	Wednesday, December 11, 2024
Fiscal Impact:	\$400,000
Presented By:	Barry Mock, Assistant City Manager
Action Requested:	Approve agreement with Impact46 to provide funding for the FIRST Center operations in the amount of \$400,000, and to authorize Mayor to execute agreement subject to review and approval by the City Attorney.

Summary: City will fund \$200,000/year for 2 years, for a total of \$400,000. This will cover the operational expenses associated with 3 positions. (1) Case Manager, (1) Program Director, and (1) part-time security officer. Any unused funds will be returned to the City.

Fiscal Impact: \$400,000 ARPA funds

Attachments/Exhibits:

- Agreement between City and Impact46

AGREEMENT FOR FUNDS TO BE USED TO OPERATE
THE PROPERTY AT 179 PLAINVIEW DRIVE

WHEREAS, the City of Lawrenceville (hereinafter the “City”) owns the property located at 179 Plainview Drive, Lawrenceville, GA, (Tax Parcel R5142 117) (hereinafter the “Property”); and

WHEREAS, the City has previously leased the Property to Impact 46, Inc. (hereinafter “Impact 46”) and;

WHEREAS, Impact 46 is assisting the City in coordinating efforts to address homelessness; and

WHEREAS, the City and Impact 46 seek to use the Property for the creation and operation of a transitional housing center to be known as the F.I.R.S.T. (For Intensive Response and Supportive Transitions) Center; and

WHEREAS, The City desires to provide funds to Impact 46 to be used to assist with the operation of the F.I.R.S.T. Center subject to certain terms and conditions; and

WHEREAS, Impact 46 is willing to accept the funds subject to the terms and conditions established by the City;

NOW THEREFORE in consideration of the amounts set forth herein, the cooperation between the City and Impact 46 to address homelessness, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Impact 46 hereby agree as follows:

1. The City shall provide Impact 46 with Two Hundred Thousand Dollars (\$200,000.00) in calendar year 2025 and Two Hundred Thousand Dollars (\$200,000.00) in calendar year 2026 (hereinafter “City Operational Funds”) to be used solely to assist with the operations of the F.I.R.S.T. Center. The payment of the City Operational Funds shall be made on or before January 15 of each calendar year.
2. These City Operational Funds shall be used for salaries and benefits associated with specific personnel needed to operate the F.I.R.S.T. Center. The positions funded through these City Operational Funds shall include the Program Director, 1 Case Manager and 1 part-time security officer.
3. Impact 46 shall be responsible for funds needed for these positions that exceed the amount allocated in this agreement.
4. If Impact 46 desires to use these City Operational Funds for different positions within the FIRST Center, such changes must be approved in writing by City of Lawrenceville City Manager or designee.

5. The City Shall provide Impact 46 with an additional One Hundred Sixty Thousand Dollars (\$160,000.00) (hereinafter City Improvement Funds) to be used solely for site improvements and/or furniture, fixtures, and equipment for the F.I.R.S.T. Center. Any City Improvement Funds not used by the end of the term of this Agreement shall be returned to the City.
6. This Agreement shall become effective on January 1, 2025, and shall expire on December 31, 2026. All funds provided under this Agreement must be spent by December 31, 2026, for the purposes allowed. If any funds provided under this Agreement have not been spent by December 31, 2026, those funds must be returned to the City.
7. The funds provided to Impact 46 under this Agreement are American Rescue Plan Act (ARPA) funds allotted to the City. Impact 46 shall comply with all federal laws and regulations applicable to the use of ARPA funds and shall provide the City with an accounting of all funds used by Impact 46 that are provided under this Agreement.
8. The Mayor, Mayor Pro Tem, City Manager, City Clerk, and City Attorney, and/or their appropriate designees are hereby authorized to complete the transfer of the City Funds and to take any and all action necessary and appropriate to carry out the intent of this Agreement between the parties.
9. This Agreement and the rights and obligations of the parties hereto shall be governed, construed and interpreted according to the laws of the State of Georgia.
10. This Agreement expresses the entire understanding and agreement between the parties hereto.
11. The invalidity of any one or more phrases, sentences, clauses or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof.
12. This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument.
13. No waiver, amendment, release, or modification of this Agreement shall be effective unless made in writing and executed by both parties hereto, and properly approved in accordance with the provisions of Georgia law.
14. Impact 46 shall indemnify and save harmless the City from and against any and all loss, cost (including reasonable attorney's fees), damage, expense and liability in connection with any and all claims for damages as a result of any activities associated with the use of the funds provided under this Agreement or as a result of any breach of this Agreement by Impact 46.

It is so agreed this _____ day of _____, 2024.

IMPACT 46, INC.

CITY OF LAWRENCEVILLE, GEORGIA

By: _____

Jen Young, Executive Director

By: _____

David R. Still, Mayor

ATTEST: _____

Karen Pierce, City Clerk



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: WORK SESSION, DECEMBER 11, 2024

AGENDA CATEGORY: GENERAL CITY BUSINESS

Item:	Discussion to Amend Chapter 22 of the Code of Ordinances
Department:	City Manager
Date of Meeting:	Wednesday, December 11, 2024
Fiscal Impact:	N/A
Presented By:	Barry Mock, Assistant City Manager, Community Development
Action Requested:	Discuss Ordinance to Amend Chapter 22 of the Code of Ordinances of the City of Lawrenceville, Georgia

Summary: The purpose of this amendment is to update Chapter 22 of the Code of Ordinances to increase efficiency and align with current City operations.

Background: Chapter 22 of the Code of Ordinances is currently titled “Fire Prevention”. This chapter adopts the Fire Code from Gwinnett County.

Fiscal Impact: N/A

Concurrences: City Manager, City Clerk, City Attorney

Attachments/Exhibits:

- Chapter_22 FIRE PREVENTION final redline
- Chapter_22 FIRE PREVENTION final clean

Chapter 22 FIRE PREVENTION AND PROTECTION

Sec. 22-1. Adoption of Gwinnett County Fire Code.

The City Council adopts and incorporates by reference the Fire Code within the Code of Gwinnett County, Georgia Code of Ordinances, Chapter 4642, Article II, as may be amended from time to time, for the purpose of prescribing regulations governing conditions hazardous to life or property from fire and explosion; the same is adopted and incorporated as fully as if set out at length in this chapter, and from the date on which this chapter shall take effect, the provisions thereof shall be controlling within the corporate limits of the City.

~~Sec. 22-2. Modifications of terms.~~

~~The aforementioned County Code provisions incorporated by reference in section 22-1 shall be considered amended in any manner necessary to change the wording to express the intent of adoption and incorporation. "City of Lawrenceville, Georgia" shall replace references to "Gwinnett County." "Mayor and Council of the City of Lawrenceville, Georgia" shall replace "Board of Commissioners" where appropriate.~~

~~Sec. 22-3. Amendments to the Gwinnett County Fire Preventive Ordinance.~~

~~(a) The following specific amendments to the Gwinnett County Fire Preventive Ordinance are adopted for application within the City of Lawrenceville:~~

~~(1) Section 7, Waivers is deleted and in lieu thereof the following provision is substituted:~~

~~Administrative Variances of O.C.G.A. Title 30, Chapter 3. The Fire Marshal, or his assistant, is authorized to grant exemptions from the provisions of the Official Code of Georgia, Title 30, Chapter 3, with regard to the access and use of facilities by handicapped persons. The decision of the Fire Marshal on said exemptions may be appealed to the Zoning Board of Appeals.~~

~~(2) Gwinnett County Code § 46-36, Appeals, is deleted and in lieu thereof the following provision is substituted:~~

~~Appeals and Administrative Variances. Any appeal or request for a variance from the provisions of this chapter shall be submitted in writing to the Fire Marshal's Office with the explanation and reasons for the variance. In response thereto, the Fire Marshal's Office shall furnish a statement as to the purpose of the requirement with their recommendations on the request. Both statements shall then be submitted to the Zoning Board of Appeals for final disposition.~~

~~(3) Gwinnett County Code § 46-28, Enforcement of article, is deleted and in lieu thereof the following provision is substituted:~~

~~The provisions of this chapter may be enforced by authorized officers of the Gwinnett County Department of Fire and Emergency Services, authorized officers of the Gwinnett County Department of Police Services, or authorized officers of the City of Lawrenceville Police Department.~~

~~(b) All violations shall be returned to the Municipal Court of the City where the violation falls within the jurisdictional limits of said Court.~~

PART II - CODE
Chapter 22 FIRE PREVENTION

Chapter 22 FIRE PREVENTION AND PROTECTION

Sec. 22-1. Adoption of Gwinnett County Fire Code.

- (a) The City Council adopts and incorporates by reference the Fire Code within the Code of Gwinnett County, Georgia, Chapter 42, Article II, as may be amended from time to time, for the purpose of prescribing regulations governing conditions hazardous to life or property from fire and explosion; the same is adopted and incorporated as fully as if set out at length in this chapter, and from the date on which this chapter shall take effect, the provisions thereof shall be controlling within the corporate limits of the City.



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: WORK SESSION, DECEMBER 11, 2024

AGENDA CATEGORY: GENERAL CITY BUSINESS

Item:	Resolution to Support City of Milton
Department:	City Manager
Date of Meeting:	Wednesday, December 11, 2024
Fiscal Impact:	\$0
Presented By:	Chuck Warbington, City Manager
Action Requested:	Consider Adoption of the Resolution to Support City of Milton

Summary: The City Manager's office is requesting the consideration of the adoption for the Resolution to Support City of Milton.

Attachments/Exhibits:

- Resolution to Support City of Milton

Resolution No. _____

**RESOLUTION OF THE CITY OF LAWRENCEVILLE, GEORGIA (the “CITY”)
AUTHORIZING PARTICIPATION IN AN AMICUS BRIEF IN THE CHANG V. CITY
OF MILTON APPEAL**

WHEREAS, there is presently pending before the Court of Appeals and/or Supreme Court of Georgia an appeal of a civil lawsuit that, at the trial court level, was referred to as Chang, et. al. v. City of Milton, State Court of Fulton County, Case No. 18EV004442;

WHEREAS, the case involves a claim of liability against the City of Milton for personal injuries due to a 2016 vehicle collision with a fixed obstruction (a masonry planter) located on City-owned right of way where the obstruction was outside the motoring lanes of travel;

WHEREAS, the masonry planter had been at the same location since 1992 and had never been the subject of a complaint or prior accident;

WHEREAS, at the trial court, the City of Milton was found to be partially at fault and a jury awarded money damages against the City of Milton of \$35,000,000;

WHEREAS, the Court of Appeals affirmed the findings of the trial court, City of Milton v. Chang, et. al., 2024 WL 4195584 (Chang appellate ruling);

WHEREAS, the Court of Appeals ruled that the “*planter...was a hazard for vehicles leaving the travel lanes*” and that its presence “*renders the use of these thoroughfares more hazardous*”;

WHEREAS, the CITY is concerned by the Court of Appeals decision finding that a municipality may be liable for fixed obstructions located outside the motoring lanes of travel where the obstruction had never been the subject of a prior collision or complaint;

WHEREAS, the CITY believes the Court of Appeals decision is inconsistent with existing legal precedent and should be overturned; and,

WHEREAS, the CITY believes the financial implications of the Court of Appeals decision could be devastating for Georgia municipalities.

NOW THEREFORE BE IT RESOLVED, that the CITY does hereby authorize the city attorney to include the CITY as a participant in an amicus brief before the Georgia Supreme Court asking that the Chang appellate ruling be taken by the Supreme Court and reversed. An amicus brief so tendered may include the City’s name as a participating party subject to the review and approval of the city attorney.

This _____, day of _____, 2024.

David R. Still, Mayor

Attest:

Karen Pierce, City Clerk

[SEAL]