



LAWRENCEVILLE

GEORGIA

CITY COUNCIL REGULAR MEETING AGENDA

Wednesday, December 11, 2024
7:00 PM

Council Chambers
70 S. Clayton St, GA 30046

Call to Order

Prayer

Pledge of Allegiance

Agenda Additions / Deletions

Approval of Prior Meeting Minutes

1. November 13, 2024 - Work Session, Executive Session, Regular Meeting

Announcements

Public Comment

To participate in the Public Comment part of the Agenda, you must register with the City Clerk prior to the beginning of the meeting. Presentations will be limited to 2 minutes per person and Council will not respond to the comment.

Consent Agenda

These are items on which the Mayor and Council are in agreement to approve and are placed on the agenda to be approved in one vote.

- [2.](#) Ozora Church Road 4-inch Steel Relocation Project
- [3.](#) Buford Drive Natural Gas Plastic Replacement Project
- [4.](#) Provision of Landscape and Maintenance Services on an Annual Contract
- [5.](#) Architectural and Engineering Consulting Services on an Annual Contract

- [6.](#) Resolution to become a member of the Georgia Interlocal Risk Management Agency (GIRMA) and participate in one of GIRMA's funds.
- [7.](#) 2025 Event Entertainment Consultant Contract
- [8.](#) Lawrenceville Wayfinding Signs Project
- [9.](#) Agreement with Impact46 for FIRST Center operations
- [10.](#) Amendment to Chapter 22 of the Code of Ordinances
- [11.](#) Resolution to Support City of Milton
- [12.](#) Acquisition of GDOT Surplus Properties

Public Hearing New Business

Discussion will be limited to 7 minutes per side including rebuttal. Discussions on Zoning issues will be limited to 10 minutes per side including rebuttal. Questions and answers from Council Members will not infringe on the time limit.

- [13.](#) LCI Honest Alley Activation Study Final Presentation

Council Business New Business

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

- [14.](#) Approval of Supplemental Authorizing Resolution and Bond Bid Results
- [15.](#) Appointment of Mayor Pro-Tem
- [16.](#) Approval of Board Appointments for 2025
- [17.](#) Sanitation Improvement Plan Presentation

Final Adjournment



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR SESSION, DECEMBER 11, 2024

AGENDA CATEGORY: CONSENT AGENDA

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: REGULAR SESSION, DECEMBER 11, 2024

AGENDA CATEGORY: CONSENT AGENDA

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

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				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: REGULAR SESSION, DECEMBER 11, 2024

AGENDA CATEGORY: CONSENT AGENDA

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: REGULAR SESSION, DECEMBER 11, 2024

AGENDA CATEGORY: CONSENT AGENDA

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: REGULAR MEETING, DECEMBER 11, 2024

AGENDA CATEGORY: CONSENT AGENDA

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

☒ 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.

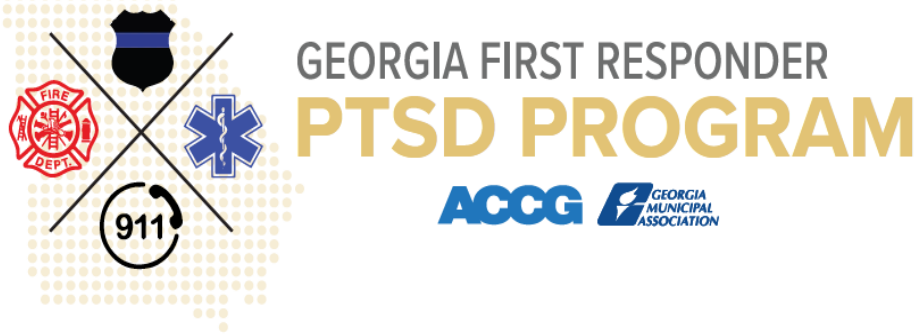
Amendments to Intergovernmental Contract. Any amendment to the Intergovernmental Contract must be approved by a majority of the Members voting at a meeting of the Members.

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)?

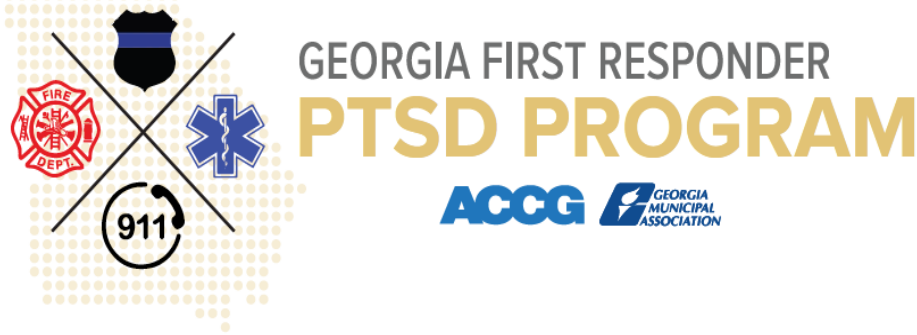
A. The Ashley Wilson Act (the Act or HB 451) requires all public entities in Georgia to offer a supplemental benefit program for eligible first responders diagnosed with post-traumatic stress disorder (PTSD) resulting from exposure to line of duty traumatic events. It creates two once-per-lifetime financial 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.



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?

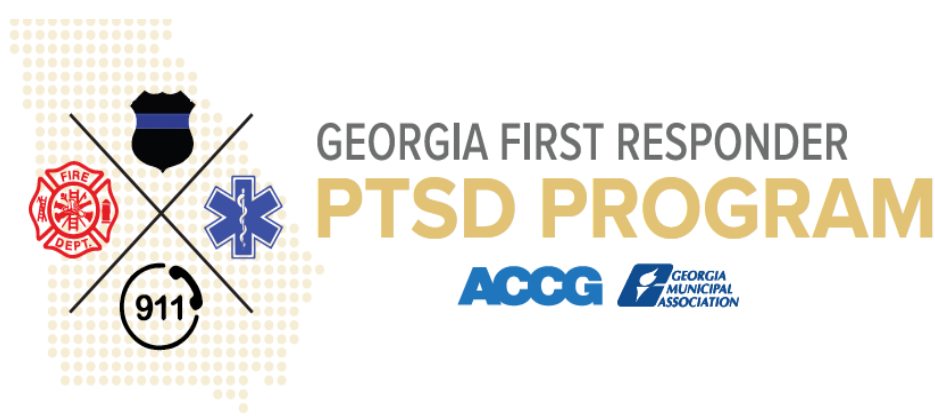
A. Under the Act, First Responder means any of the following:

- 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?

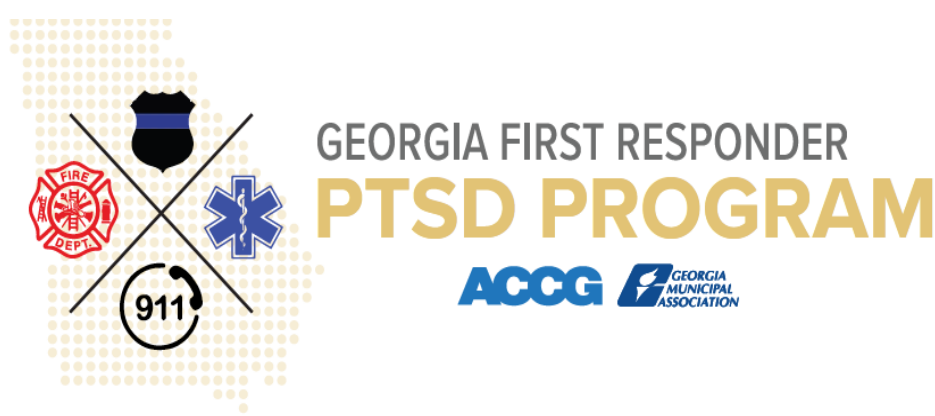
A. **Qualified diagnosticians** are psychiatrists, psychologists, and physicians who are duly authorized to practice in Georgia and are certified in a medical specialty appropriate for trauma related mental health diagnoses.

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."



- 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.



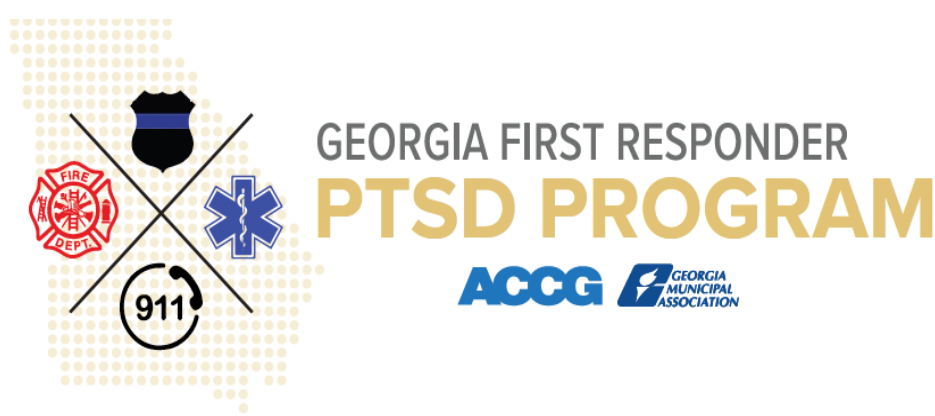
GEORGIA FIRST RESPONDER PTSD PROGRAM



- 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: REGULAR MEETING, DECEMBER 11, 2024

AGENDA CATEGORY: COUNCIL BUSINESS NEW 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
Presented By:	Jasmine Billings, Community & Economic Development Director
Action Requested:	Approval of the 2025 Event Entertainment Consultant Contract for the Community & Economic Development Department

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).

Authorization is sought for the Mayor to execute the contract with BrioLIVE for the Event Entertainment Consultant Contract for the Community & Economic Development Department, subject to the approval of the contract by the City Attorney.

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: REGULAR SESSION, DECEMBER 11, 2024

AGENDA CATEGORY: CONSENT AGENDA

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: REGULAR MEETING, DECEMBER 11, 2024

AGENDA CATEGORY: COUNCIL BUSINESS NEW BUSINESS

Item:	Agreement with Impact46 for FIRST Center operations
Department:	City Manager
Date of Meeting:	Wednesday, December 11, 2024
Fiscal Impact:	\$560,000
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 \$560,000, 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 \$560,000. 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: \$560,000 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 1 full-time Program Director, 1 full-time Case Manager, 1 part-time Clinical Lead and 1 part-time security officer. In addition, the City Operational Funds may be used to provide supplies, utilities, program participant needs including food and clothing, employee travel, employee training, and technology needs associated with the operation of the FIRST Center.
3. Impact 46 shall be responsible for any additional funds needed for funding the positions specified in paragraph two (2) above or for any other operational costs associated with the FIRST Center that exceed the amount allocated in this agreement.

4. If Impact 46 desires to use these City Operational Funds for different purposes related to the operation of 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: REGULAR MEETING, DECEMBER 11, 2024

AGENDA CATEGORY: COUNCIL BUSINESS NEW BUSINESS

Item:	Amendment to 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:	Adopt 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 Amending Ordinance

ORDINANCE _____

**ORDINANCE TO AMEND CHAPTER 22 OF THE CODE OF THE CITY OF LAWRENCEVILLE,
GEORGIA REGARDING FIRE PREVENTION AND PROTECTION**

The City Council of the City of Lawrenceville, Georgia hereby ordains that the Code of the City of Lawrenceville, Georgia shall be amended as follows:

Section 1:

That Chapter 22, related to fire prevention and protection, is hereby amended by deleting Chapter 22 in its entirety and replacing it with the following:

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, 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.

Section 2:

All ordinances, regulations, or parts of the same in conflict with this ordinance are hereby rescinded to the extent of said conflict and only to the extent of said conflict.

Section 3:

If any section, article, paragraph, sentence, clause, phrase, or word in this ordinance, or application thereof to any person or circumstance is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this ordinance; and the City Council hereby declares it would have passed such remaining portions of the ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

Section 4:

This ordinance shall become effective upon its adoption by the City Council.

IT IS SO ORDAINED this 11th day of December, 2024.

David R. Still, Mayor

Attest:

Karen Pierce, City Clerk



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR MEETING, DECEMBER 11, 2024

AGENDA CATEGORY: COUNCIL BUSINESS NEW 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:	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]



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR MEETING, DECEMBER 11, 2024

AGENDA CATEGORY: CONSENT AGENDA

Item:	Acquisition of GDOT Surplus Properties
Department:	City Manager
Date of Meeting:	Wednesday, December 11, 2024
Fiscal Impact:	\$235,141
Presented By:	Chuck Warbington, City Manager
Action Requested:	Authorize the City Manager to offer to purchase the following GDOT surplus parcels: 0.36 acres off North Clayton Street (Parcel 69 R) for \$58, 531.00, 1.00 acres at the southwest corner of SR 20 and SR 316 (Parcel A) for \$137, 350.00, 0.26 acres at the southeast corner of SR 20 and SR 316 (Parcel B) for \$39, 260.00. And for the Mayor, City Manager, City Clerk and City Attorney to take all action required to complete the purchases

Summary: Acquisition of GDOT Surplus Properties

Fiscal Impact: \$235,141



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR MEETING, DECEMBER 11, 2024

AGENDA CATEGORY: PUBLIC HEARING NEW BUSINESS

Item:	LCI Honest Alley Activation Study Final Presentation
Department:	Planning and Development
Date of Meeting:	Wednesday, December 11, 2024
Fiscal Impact:	Study- \$99,928.00 from FY2024
Presented By:	Helen Balch, Deputy Director of Planning and Development Kevin Bacon, Director of Urban Design; Toole Design
Action Requested:	None, presentation only

Summary: The City of Lawrenceville was awarded a grant from the Atlanta Regional Commission (ARC) for the work to be accomplished within the LCI study, all the necessary services provided in the grant support the tactical study of LCI related programs and projects within the Lawrenceville LCI Area such as BP4. Alley Network Extension as a pedestrian route as well as a placemaking feature:

The activation of Honest Alley and a continuation of alleys to the west will provide an exclusive back of house pedestrian experience as well as a placemaking opportunity for outdoor cafes and public art. The alley network could become an integral part of the downtown fabric, adopting the existing historic character of downtown and creating additional social spaces for City-sponsored events. These alleys may include elements such as brick pavers, café lights, permanent planters, and murals created by local artists.

Fiscal Impact: Budgeted as a Capital Improvement Project for \$1,000,000.00 over the next two years.

Concurrences: Once approved, the Engineering Department will manage the improvement project.

Attachments/Exhibits:

- Presentation to be provided at meeting.

REIMAGINE HONEST ALLEY

City Council Presentation | December 11, 2024



LAWRENCEVILLE
GEORGIA

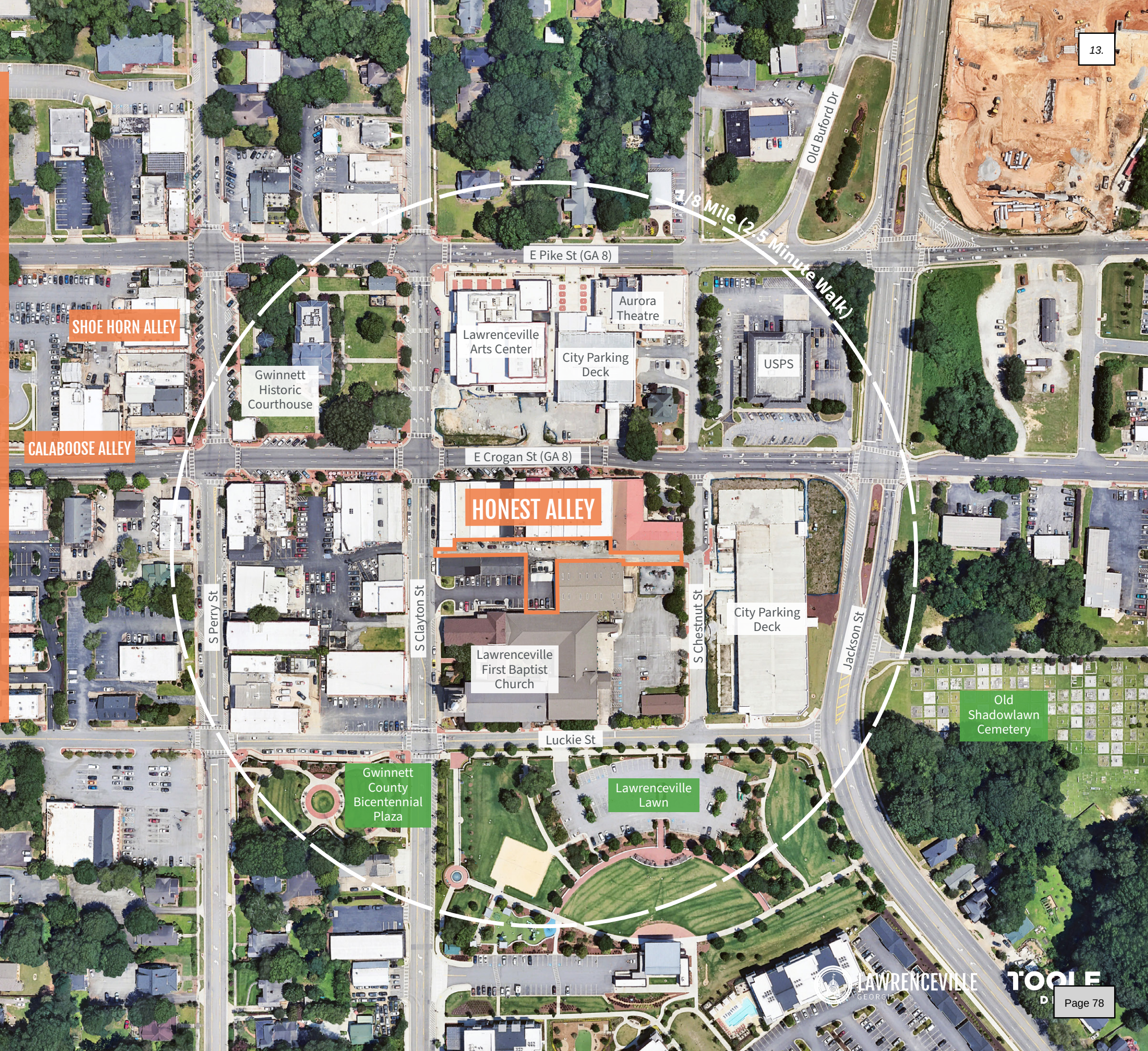
The purpose of this presentation is to share the exciting conclusion of *Reimagine Honest Alley*: an activation study for the alley's proposed transformation into an exceptional public space for people in Downtown Lawrenceville.



OUR TEAM



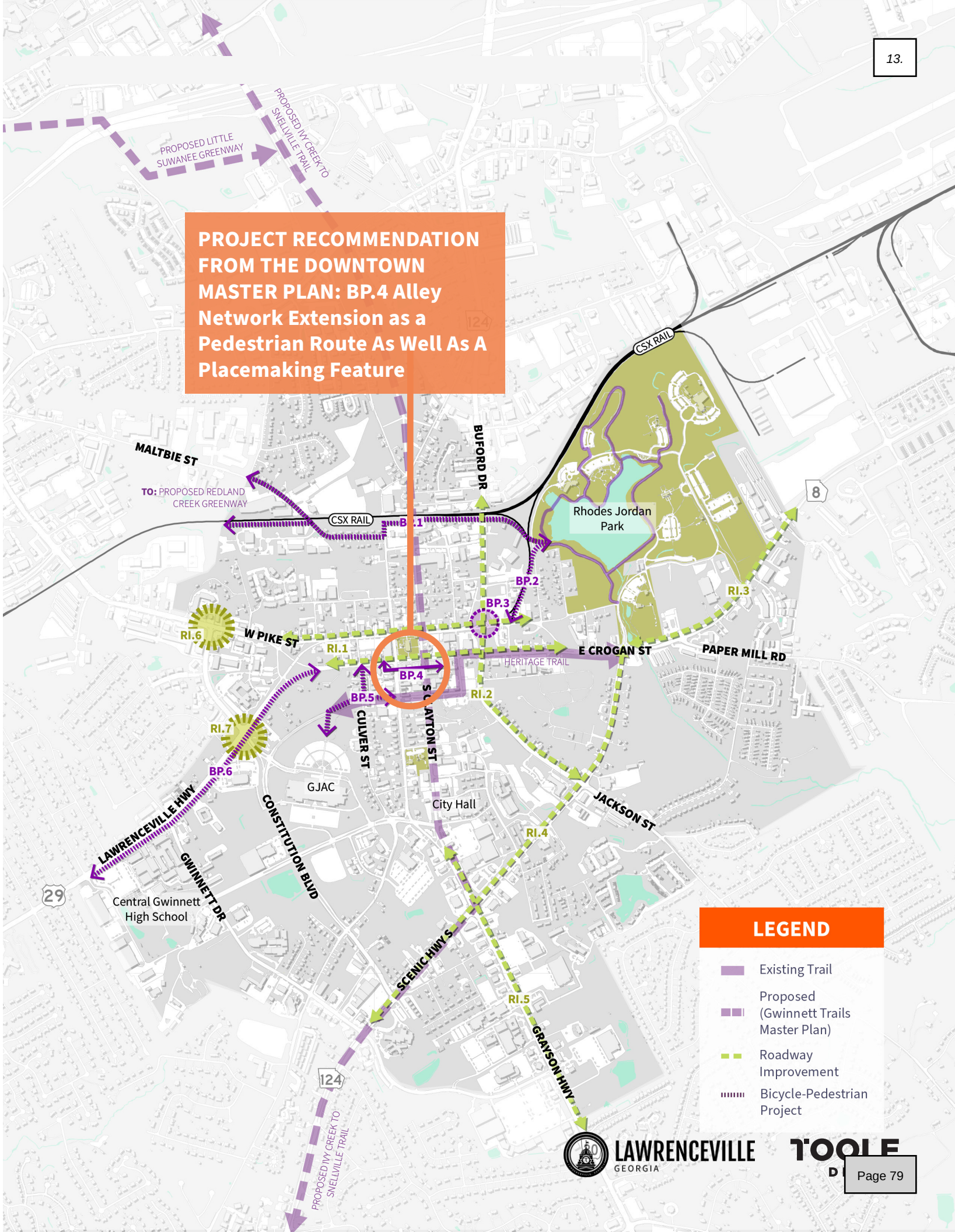
Welcome to
Downtown Lawrenceville



WHERE THIS ALL STARTED



Honest Alley conceptual rendering



Transforming a Place for Service



A public parking lot is hiding just behind the dumpster enclosure

Big blank walls are on the southern side of the alley

Dumpsters have recently been screened with a concrete block wall

This older building is owned by the Downtown Development Authority and a great candidate for activation

The alley has great visual access to adjacent streets

The edge of City property for the alley is not where you think it is

Most buildings have some type of rear access, some have even tried placing an active front on the alley

Edge conditions on private property vary greatly

Utilities have become cluttered over time, are a visual detractor, and will need to be addressed

13.

GOALS FOR HONEST ALLEY

1. Balance service functions with public access and activation
2. Build in flexibility: adjacent businesses will interface with the alley in different ways and at different times
3. Go beyond safety: make it an inviting place to be discovered and celebrated
4. Connect with surrounding streets and make it a part of downtown
5. Make the alley an excellent canvas for public art
6. Make it look good!

The Transformation of Honest Alley for People



HONEST ALLEY REIMAGINED



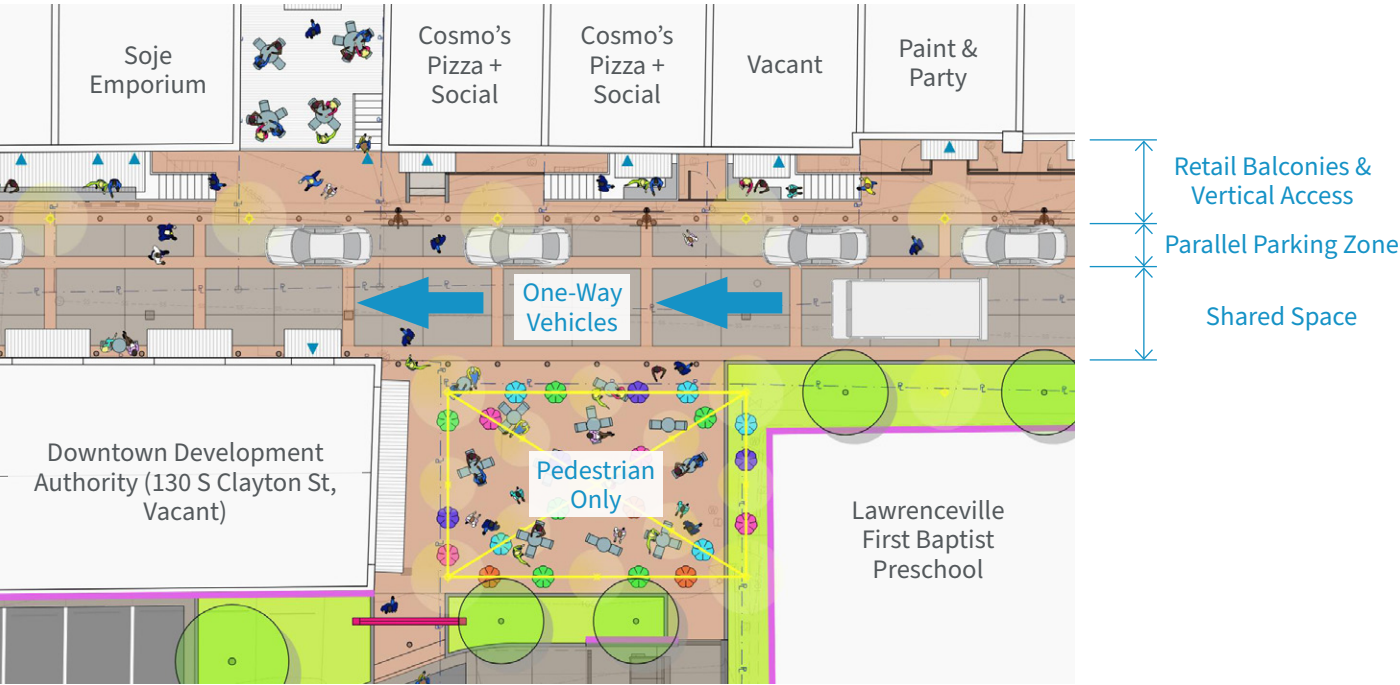
ALLEYWAY SPACES

- | | |
|--|---|
| ① Shared Space (One-way Vehicular Circulation) | ⑤ Sidewalk & Street Crossing Improvements |
| ② Parallel Parking Zone (Normal Daytime Operation) | ⑥ Pedestrian Passage to Parking Lot |
| ③ Pedestrian-only Plaza | ⑦ Relocated Dumpster & Enclosure |
| ④ Main Alleyway Entries | ⑧ Retail Balconies & Vertical Access |

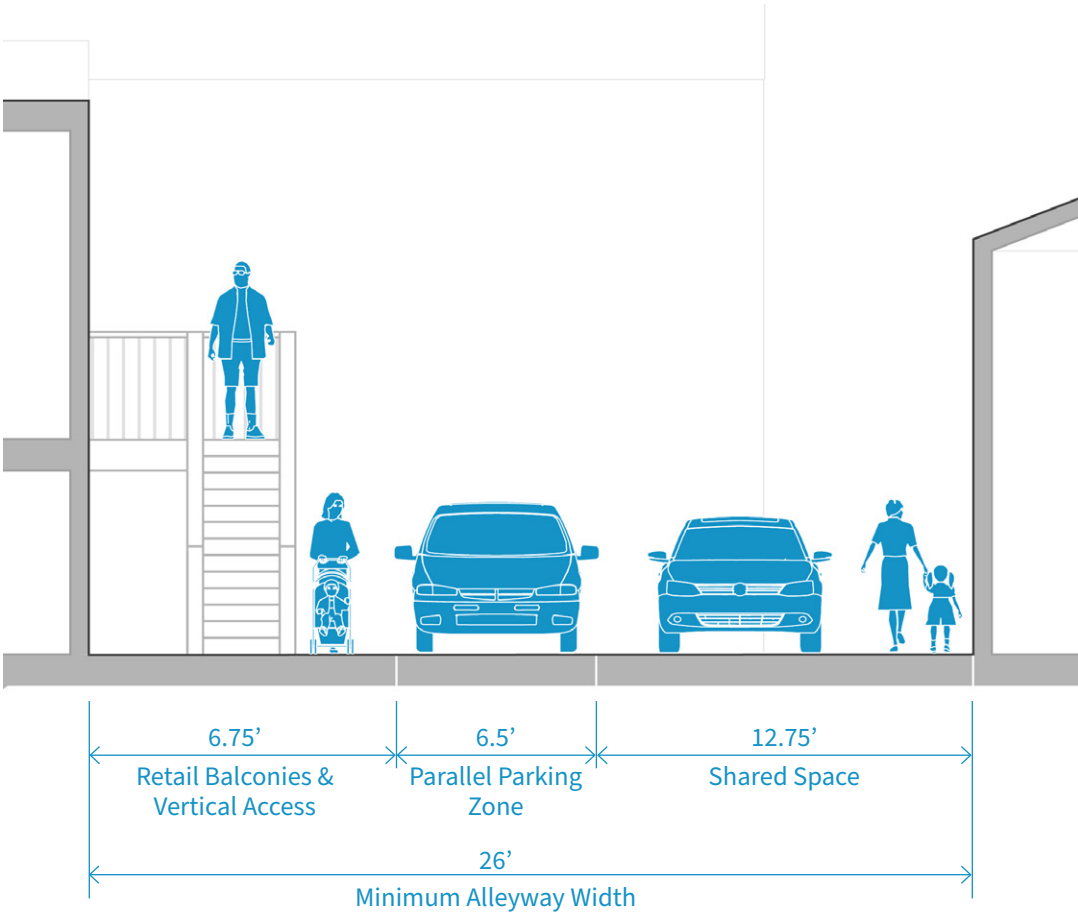
ALLEYWAY ELEMENTS

- | | | | |
|--|--|--|--|
| | Building Entry Awings | | Potential Wall Mural Location (Public Art) |
| | Building Stairs & Utility Screen Walls | | Suspended Overhead Lighting (Public Art) |
| | Removable Bollards (Access Control) | | Landscape & Planting Areas |
| | Alley Entry Gateway (Public Art) | | Event Tents (Temporary) |

HOW IT WORKS



Alleyway Organization for Daily Operations



Typical Alleyway Cross Section

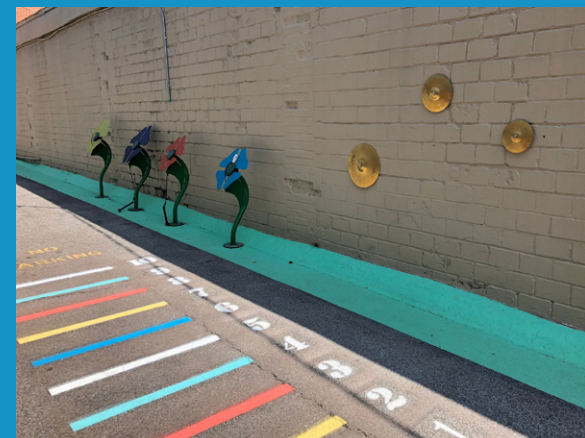
EXAMPLES OF PUBLIC ART OPPORTUNITIES



Monumental Signage
Graham, NC



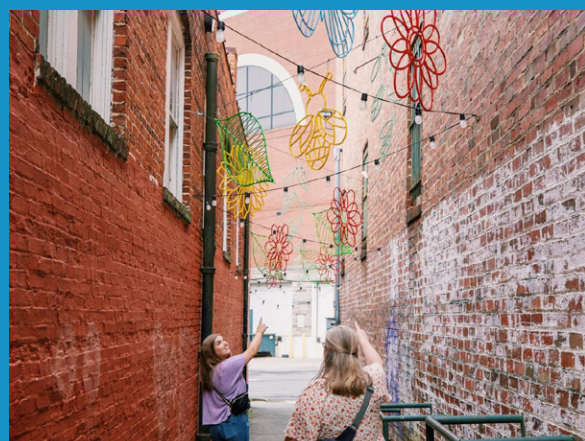
Gateway Signage
Lawrenceville, GA



Wall Mounted Sculpture
Monroe, GA



Custom Seating
Vancouver, BC



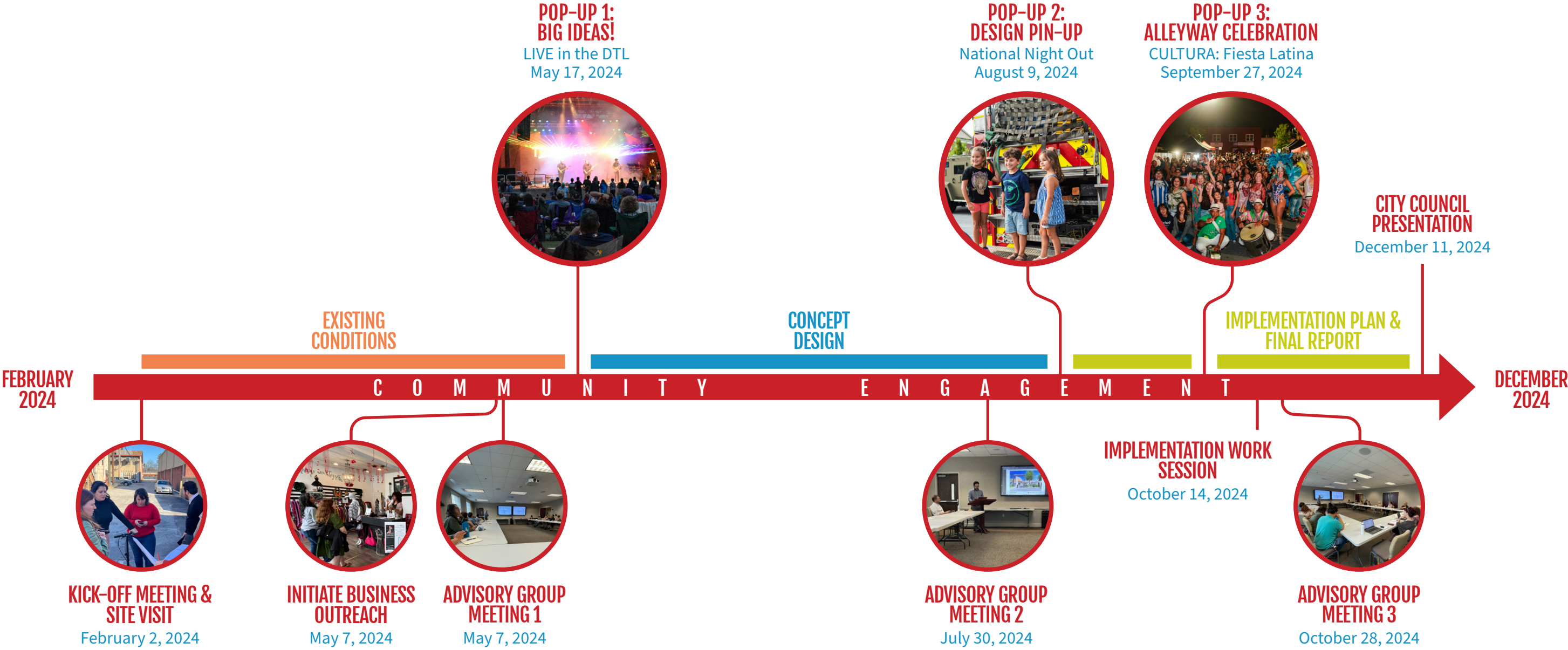
Suspended Sculpture
Rome, GA



Asphalt Art
Milwaukee, WI



HOW WE GOT HERE





“Find the right balance for daily activities and special events that still accommodates the service needs of adjacent businesses.”

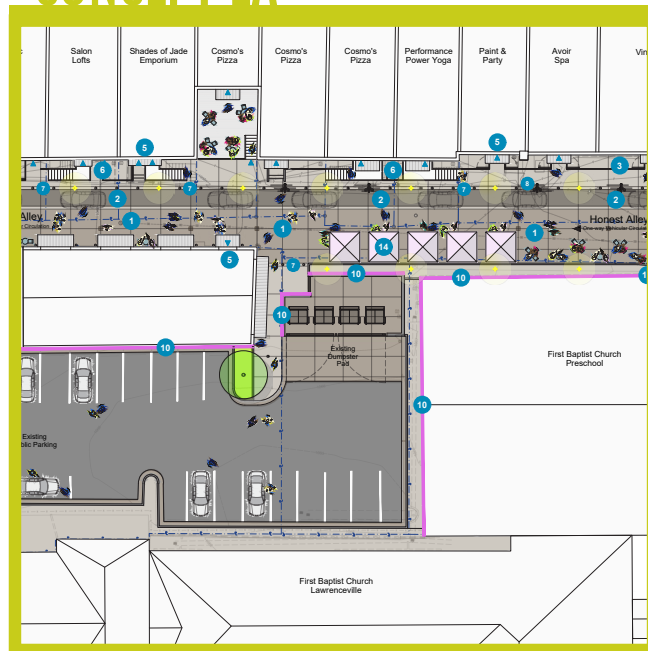
“Create a new front door for businesses knowing that some will do this sooner than others.”

“Connect the alley with surrounding streets: make it a safe, inviting space.”

“Whatever you do, make it look good.”

THE FOUR CONCEPTS

CONCEPT 1A



- Protects Existing Service Functions As-is
- Shared Vehicular and Pedestrian Circulation
- Minimizes Dedicated Space for Daily Activation (Activation is After Hours or Special Event Only)

CONCEPT 1B



CONCEPT 2



CONCEPT 3



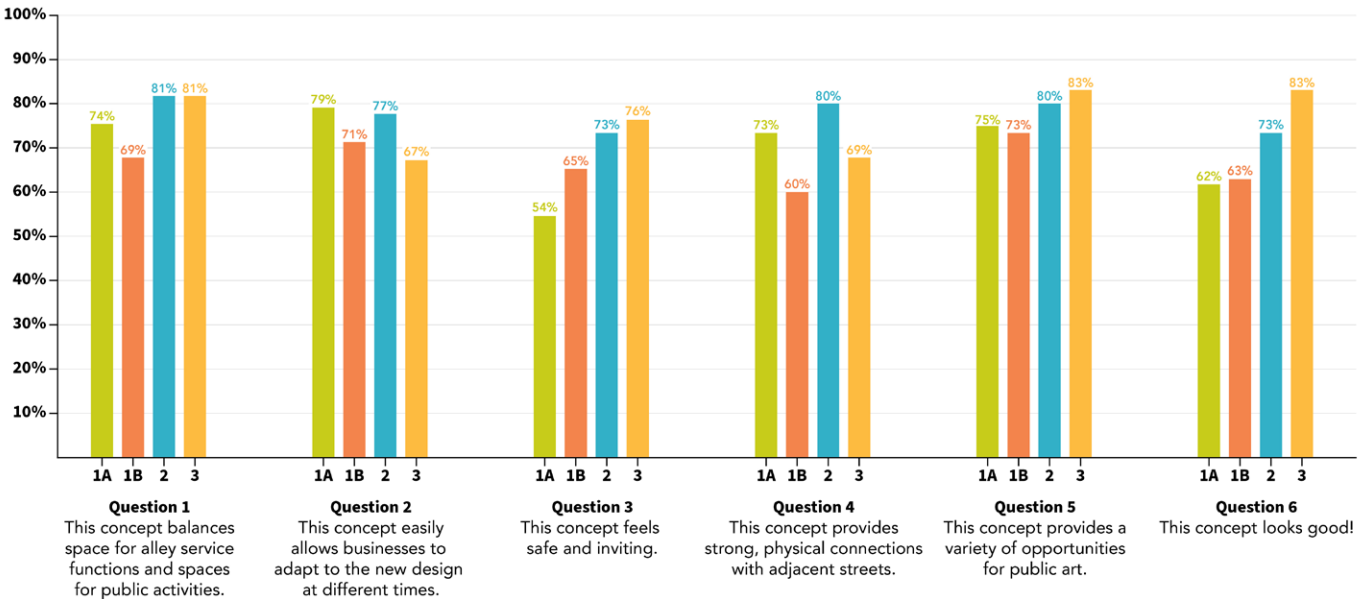
- Minimizes Existing Service Functions
- Pedestrian Only Circulation (Service Functions & Deliveries During Specified Timeframes)
- Maximizes Dedicated Space to Daily Activation

THE TRADE-OFFS

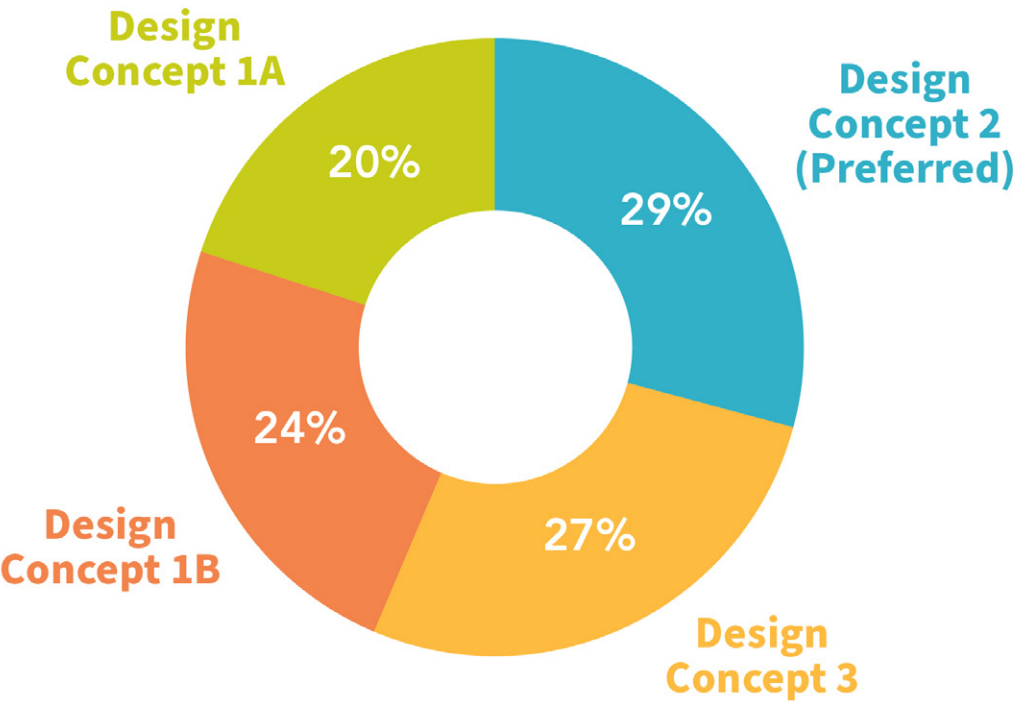
WHAT PEOPLE SAID



Does the design concept align with the project goals?

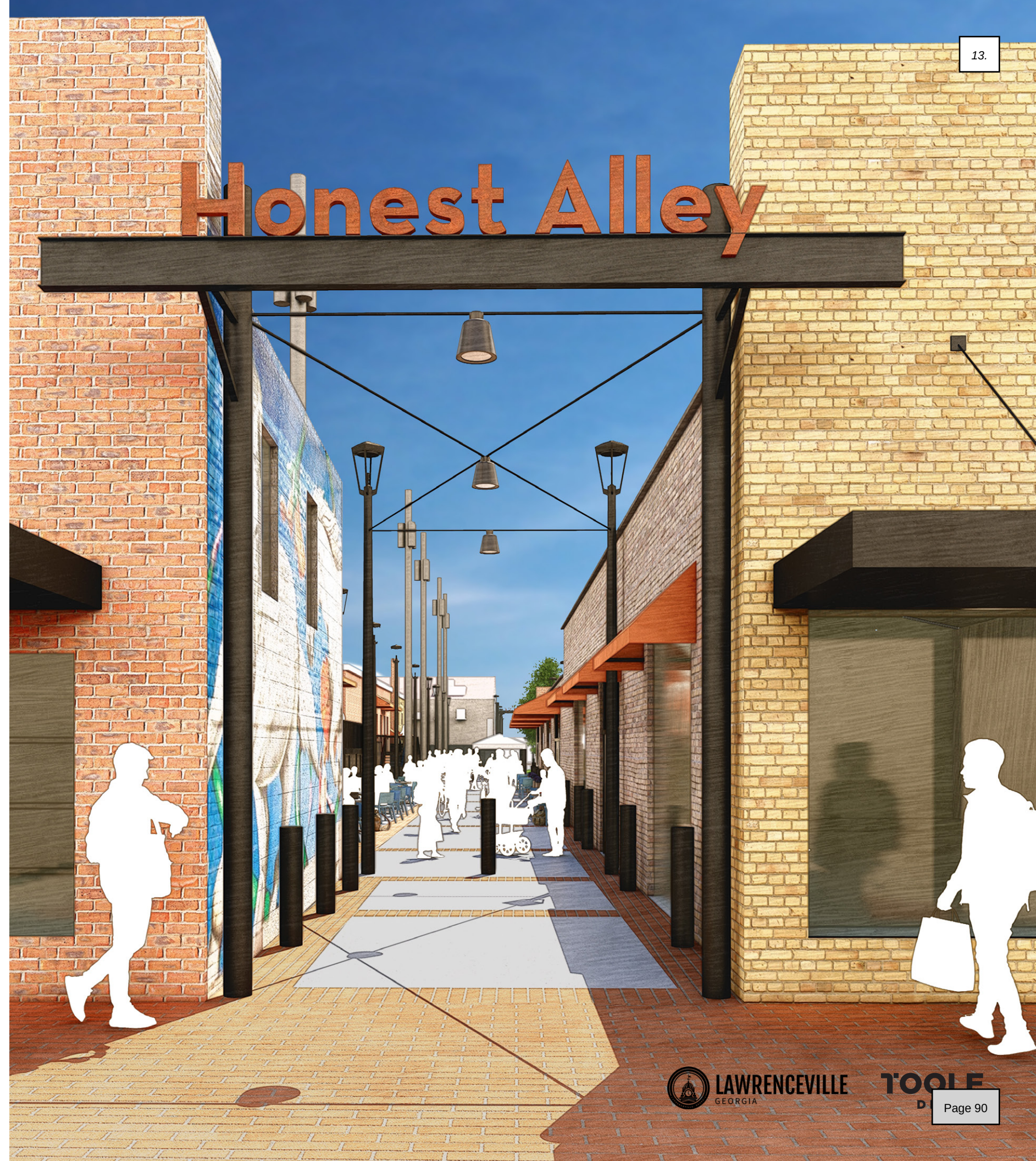


Do you have a favorite design concept?



THE PREFERRED CONCEPT

- Include bike racks/bicycle parking
- Add more “greenery” (planting/landscape areas)
- Keep the space for festival tents from Concept 1B
- Add the brick pavers from Concept 1B
- Include the retail balcony from Concept 3
- Move the dumpsters farther south to increase the size of the plaza/ pedestrian-only space
- Add a grocery store or farmers market
- Restrict vehicular access to designated hours



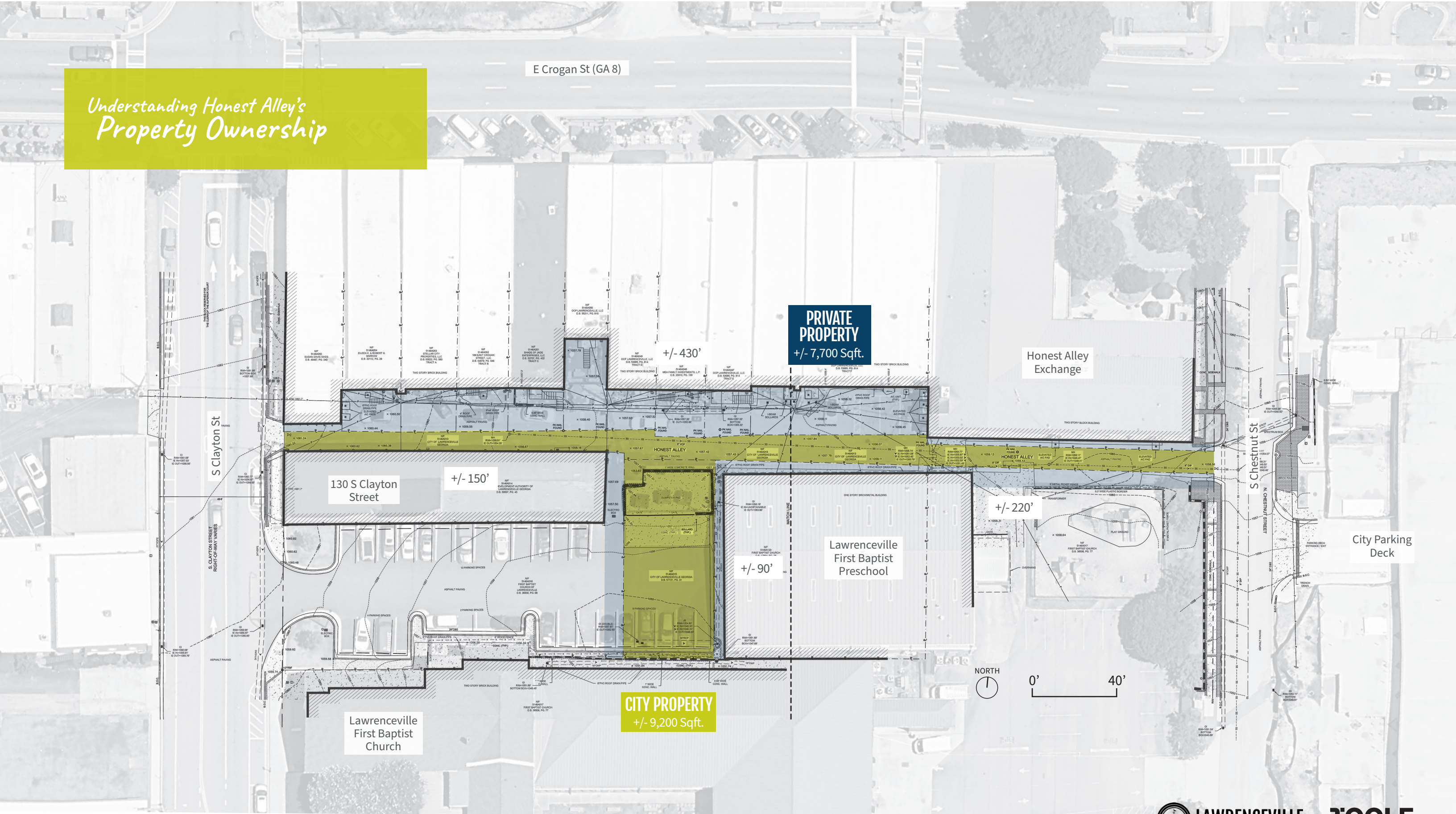


THE ALLEY AHEAD

- Property Approaches
- Vehicular Circulation
- Utility Considerations
- Cost Scenarios
- Funding & Timeline
- Who Does What?
- 100-Day Action Plan

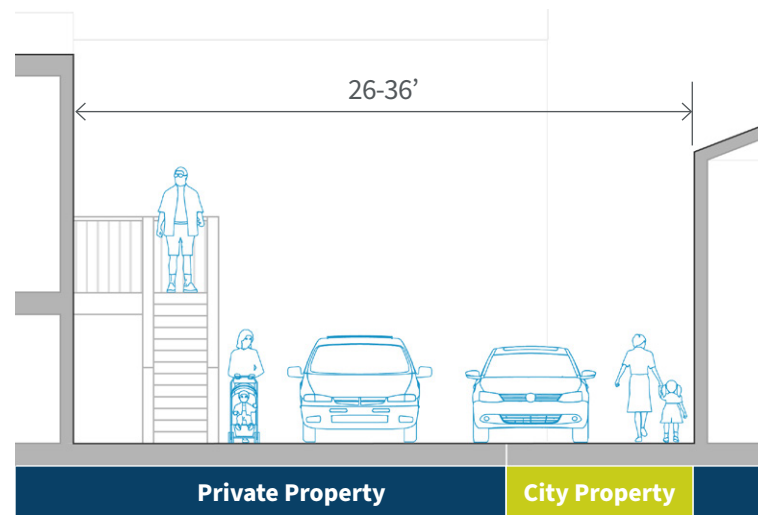


Understanding Honest Alley's
Property Ownership

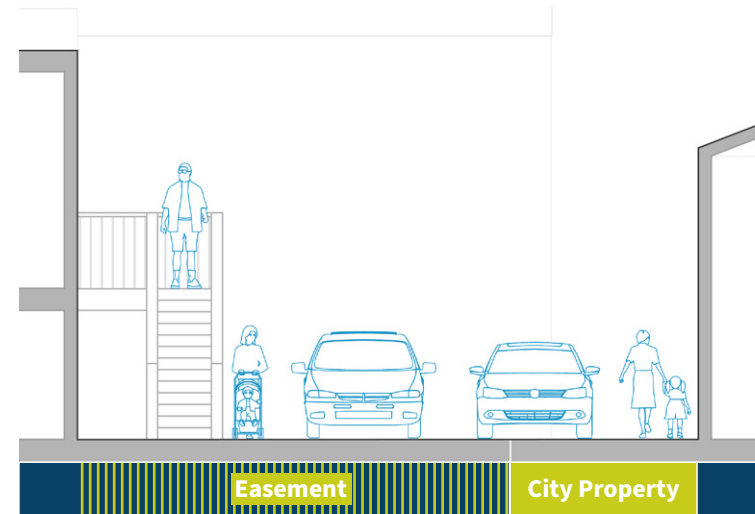


PRIVATE PROPERTY APPROACHES

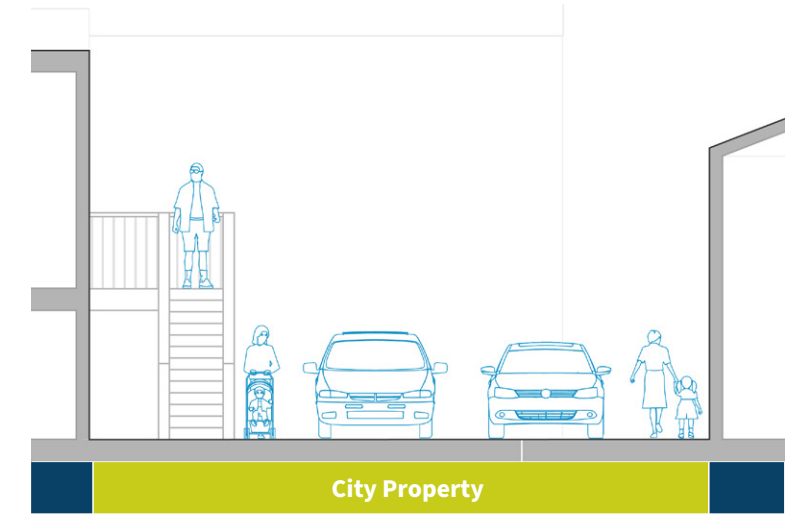
Approach 1



Approach 2



Approach 3



- Individual property rights and control are most protected
- More costs deferred to individual property owners and businesses
- Incremental implementation; longest timeline to completion
- Highest potential for variability in finished alleyway

THE TRADE-OFFS

- City has primary control over the alleyway
- City bears most construction costs
- Comprehensive implementation; shorter timeline to completion
- Lowest potential for variability in finished alleyway

CREATING CONTINUITY



East Alley, Roswell, GA

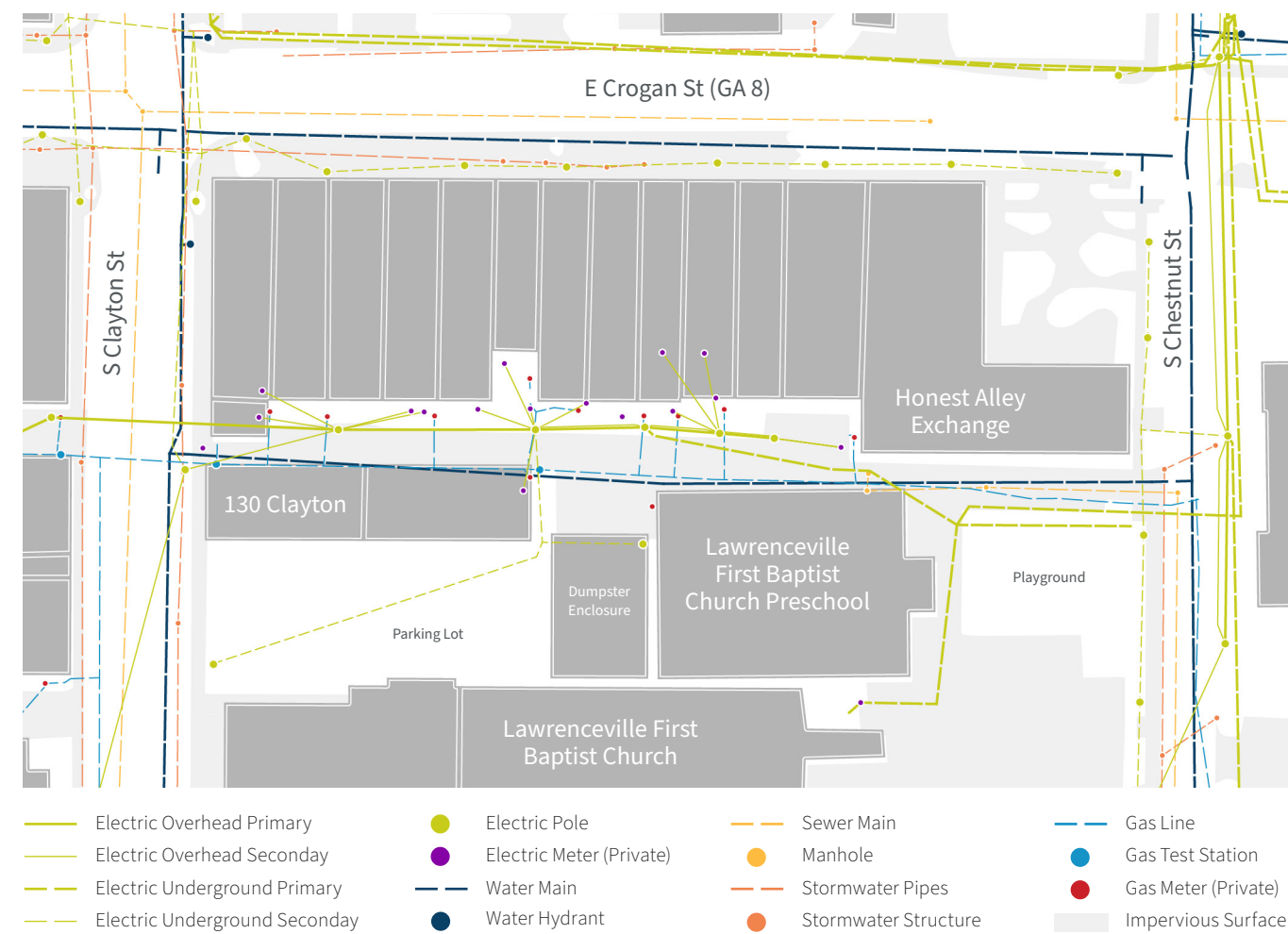
Photo Credit: Google Maps



Wall Street, Spartanburg, SC

Photo Credit: Toole Design

UTILITY CONSIDERATIONS



COST SCENARIOS

LOW

\$3,500,000

This option assumes a reduced material palette such as tinted concrete paving throughout the alley, and that there will be no undergrounding of electrical utilities.

MEDIUM

\$3,780,000

This option estimates the combination of concrete paving and brick paver materials as illustrated in the preferred design concept and includes the option of partially undergrounding electrical utilities.

HIGH

\$4,410,000

This option assumes that brick pavers of various tones will be used throughout the alley and that all electrical utilities will be moved underground.

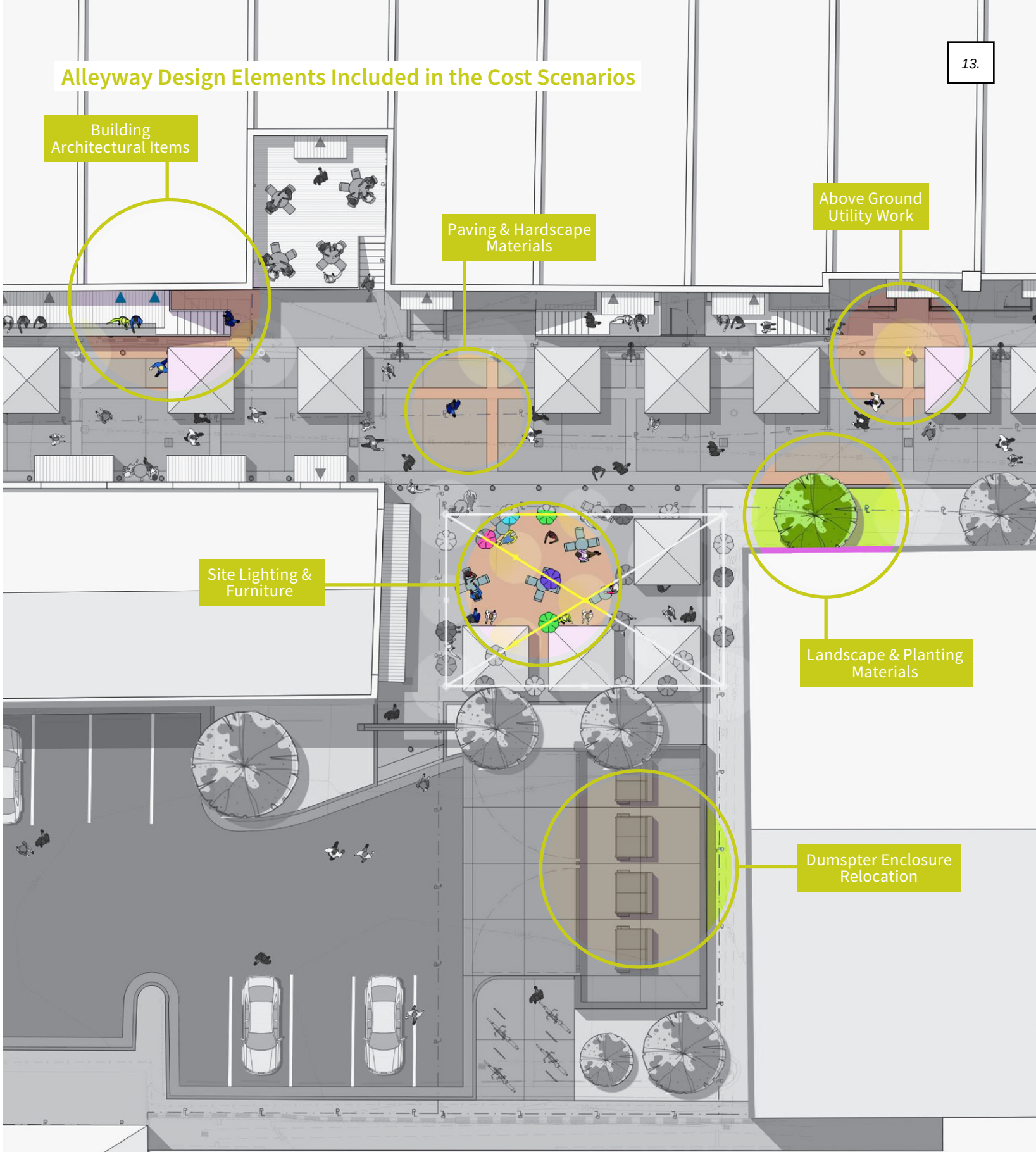
WHAT'S INCLUDED?

- Paving & Hardscape Materials
- Landscape & Planting Areas
- Building Architectural Items
- Site Lighting
- Site Furniture
- Utility Work
- Dumpster Enclosure Relocation
- Street Crossing Improvements
- 30% Contingency

WHAT'S NOT?

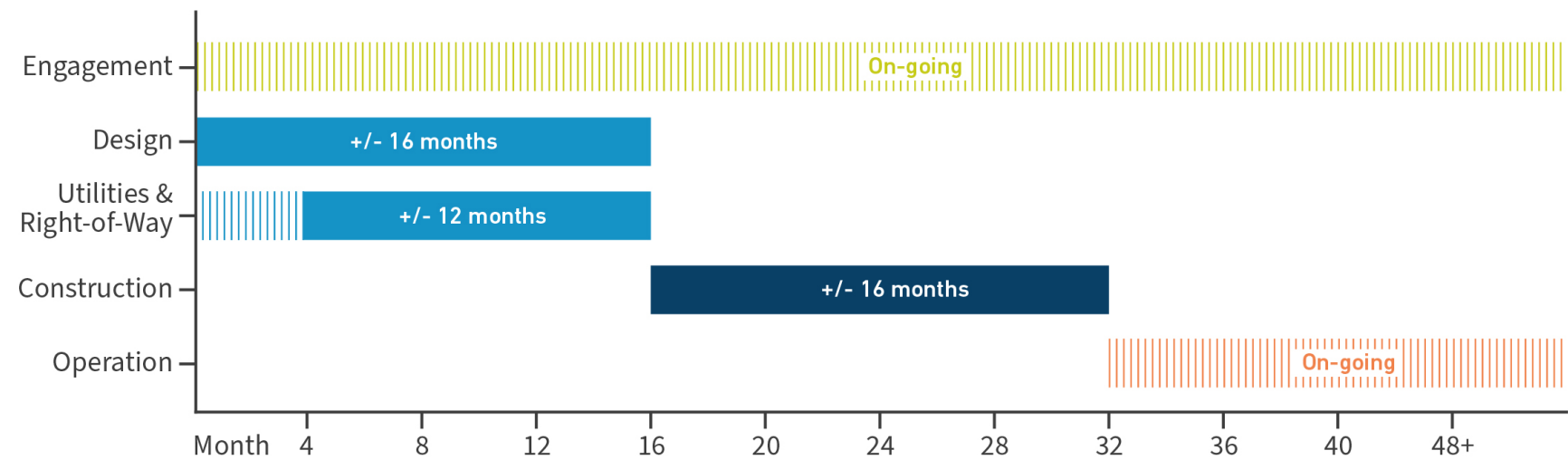
- Property Acquisition or Easements
- Subsurface Utility Work
- Environmental Permitting (if required)
- Final Design & Construction Documents
- Construction Administration
- Inspection Services
- Public Outreach & Engagement
- Funding Planning
- Other Client Management Services

Alleyway Design Elements Included in the Cost Scenarios

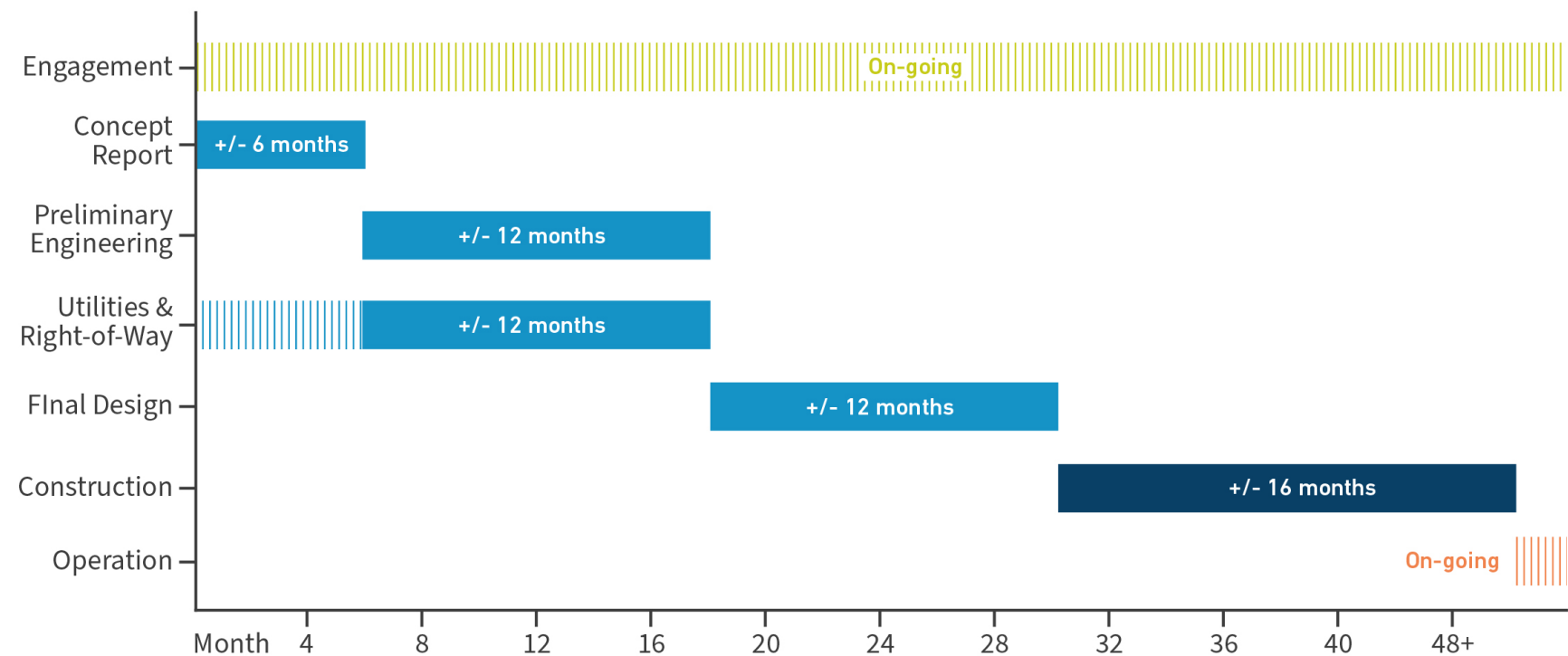


FUNDING & TIMELINES

Potential Small Budget, Short Term Project Timeline



Potential Small Budget, Long Term Project Timeline



	SHORT-TERM PROJECT (< 2 years)	LONG-TERM PROJECT (> 2 years)
SMALL BUDGET PROJECT (< \$5M)	Neighborhood associations Community improvement districts Crowdsourcing Non-profit grants Impact fees Infrastructure bonds Local taxes Foundation grants Individual donors Governor's Office of Highway Safety	Capital improvement budget funds State programs • GDOT programs • Recreational Trails Program (DNR) • Community Development Block Grant (CDBG) Federal transportation funds
BIG BUDGET PROJECT (> \$5M)	Community improvement districts Infrastructure bonds Local taxes Foundation grants Individual donors Public-private partnerships	Federal transportation funds Congressional earmarks

WHO DOES WHAT?



AGENCY/ORGANIZATION	OVERALL FUNCTION
City Manager	The chief executive and administrative officer of the City.
Code Enforcement	Supports Planning & Development by enforcing codes/ordinances related to property maintenance, zoning, planning, special land use, signs and permits.
Communications	Coordinates outreach and promotion of City services, programs and events.
Community & Economic Development	Encompasses the heartbeat of the City from events to film projects as well as economic growth and development while supporting public arts initiatives.
Engineering	Reviews construction plans for permits, stormwater detention and drainage, and road relocation; designs and manages projects around the city; inspects contracts and puts out projects for bid.
Facilities	Manages, maintains, and ensures the safety and functionality of the City's buildings, grounds, and infrastructure.
Planning & Development	Formulates the City's long-range Comprehensive Plan, administers the zoning ordinance, reviews and authorizes land use and development proposals, and enforces related City ordinances; overseeing planning initiatives fostering community identity while ensuring the city grows in a well-coordinated and sustainable manner.

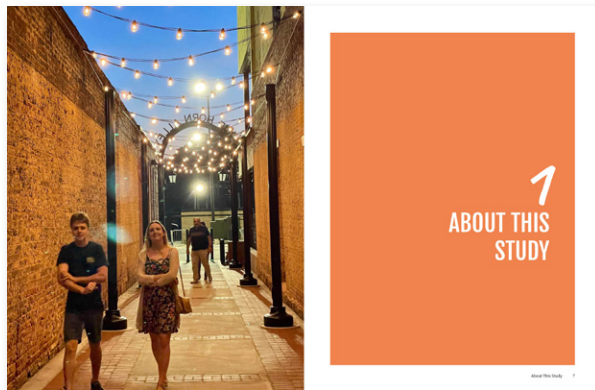
PROJECT RESPONSIBILITIES	NEXT STEP(S)
Supporting the collaboration among City departments and community members to ensure the successful transformation and long-term operation of Honest Alley and any related public space projects.	1. Support the adoption of the Honest Alley Activation Study and the implementation of the study's 100-day Action Plan. 2. Secure funding needed for the design and construction phases of the project.
Ensuring that all work done on private property adjacent to Honest Alley is done in conformance with the City's codes and ordinances as they currently exist or may be modified in the interests of this project.	1. Coordinate with Planning & Development and adjacent property owners to ensure existing non-compliance issues are identified and assist in determining pathways for addressing these both in the short-term and throughout Honest Alley's implementation process.
Promoting special events and activities in Honest Alley throughout its operation including the continuation of the design and construction process.	1. Broadly promote updates on Honest Alley's progress including any interim special activities and events in the alley.
Ensuring the health of adjacent businesses. Planning and executing special events and activities that take place in Honest Alley.	1. Plan and execute interim events (like CULTURA: Fiesta Latina) that take place in Honest Alley to maintain project momentum.
Collaborating with Planning & Development in the design and construction of Honest Alley. Managing long-term repairs, upgrades, or other modifications necessary during the lifetime operation of the alleyway.	1. Partner with Planning & Development in the procurement and management of a design team in the final design of Honest Alley.
Supporting Honest Alley by making it a functional, safe, and attractive public space such as overseeing maintenance and cleanliness, landscaping and aesthetics, and lighting among others.	1. Engage in Honest Alley's design process to advise and assess potential operation and maintenance issues.
Ensuring Honest Alley is transformed into an exceptional public space for people in alignment with the vision, goals, and preferred design concept established by the Honest Alley Activation Study.	1. Lead the adoption of the Honest Alley Activation Study and the execution of the 100-Day Action Plan. 2. Continue engagement with the Project Advisory Group and adjacent property and business owners. 3. Partner with Engineering in the procurement and management of a design team in the final design of Honest Alley.

100-DAY ACTION PLAN

1. Adopt the Study!
2. Confirm department responsibilities and commitments and other partnerships
3. Continue engagement with the Project Advisory Group
4. Plan interim activations (like CULTURA) and temporary public art opportunities.
5. Initiate discussions on private property approach with adjacent property ownership
6. Identify funding gaps and confirm funding sources
7. Initiate design development and final design (including utility coordination)
8. Consider piloting the one-way conversion of Honest Alley for vehicular traffic flow
9. Complete an initial assessment to identify potential safety issues



THE FINAL REPORT



ABOUT THE STUDY

- Establishes the purpose and goals of the study
- Summarizes the study process
- Highlights public spaces in Downtown Lawrenceville and the Alley Network concept
- Presents Honest Alley as it exists today



A PLACE FOR PEOPLE

- Discusses the traditional roles of alleyways and activation opportunities
- Presents the goals and design assumptions
- Delivers the big vision: plans (both conditions) and renderings
- Details the design with supporting images and diagrams



HOW WE GOT HERE

- Describes the roles of the Advisory Group and Pop-up Activities
- Illustrates the entire process from start to finish
- Notes key inputs and decisions from engagement
- Highlights the great activities especially CULTURA



THE ALLEY AHEAD

- Documents important implementation decisions
- Provides the project cost scenarios
- Provides the potential implementation timeline
- Details the 100-Day Action Plan as important next steps





LAWRENCEVILLE
GEORGIA



LAWRENCEVILLE

GEORGIA

AGENDA REPORT
MEETING: COUNCIL REGULAR MEETING
AGENDA CATEGORY: NEW BUSINESS

Item: Approval of Supplemental Authorizing Resolution and Bond Bid Results

Department: Finance

Date of Meeting: Wednesday, December 11, 2024

Fiscal Impact: N/A

Presented By: Keith Lee, Chief Financial Officer

Action Requested: Approval of Supplemental Authorizing Resolution for bonds to cover Hotel Financing.

Summary: The Hotel Development Documents have been provided to Council and this resolution authorizes the City to proceed with those documents as approved by the City Attorney. Additionally, The City's Financial Advisor's Davenport & Company conducted a public offering for the 2024 Series Bonds, and they will provide a presentation on the results of the bond ratings and financing.

Attachments/Exhibits: Resolution

RESOLUTION _____**SUPPLEMENTAL AUTHORIZING RESOLUTION**

WHEREAS, the City Council (the “City Council”) of the City of Lawrenceville, Georgia (the “City”) adopted an Authorizing Resolution (the “Original Resolution”) on November 13, 2024, authorizing the execution and delivery of an Intergovernmental Economic Development Contract, to be dated as of the first day of the month of its execution and delivery (the “Contract”), between the City and the Downtown Development Authority of Lawrenceville, Georgia (the “Authority”), and related documents, in connection with the proposed issuance by the Authority of its revenue bonds to be known as “Downtown Development Authority of Lawrenceville, Georgia Revenue Bonds (The Lawrence Hotel Project), Series 2024A” and “Downtown Development Authority of Lawrenceville, Georgia Revenue Bonds (The Lawrence Hotel Project), Federally Taxable Series 2024B” (collectively the “Series 2024 Bonds”); and

WHEREAS, certain capitalized terms used in this Supplemental Authorizing Resolution (this “Supplemental Resolution”) shall have the meaning given to them in the Original Resolution; and

WHEREAS, the Original Resolution provides that prior to the date of issuance and delivery of the Series 2024 Bonds, the forms of the Cash Management Agreement, the Construction Documents, the Development Agreement, the Disbursement Agreement, the Franchise Agreement, and the Management Agreement (collectively the “Hotel Development Documents”) shall be filed with the City and presented to and approved by the City Council in a resolution to be adopted by the City Council; and

WHEREAS, the forms of the Hotel Development Documents have been submitted to the City and are now on file with the City;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lawrenceville, Georgia as follows:

1. The form and substance of the Hotel Development Documents, which have been filed with the City, are hereby approved, and the City requires that the Hotel Development Documents be entered into by the Authority and the other parties thereto in substantially the forms submitted to the City Council with such changes, corrections, insertions, deletions, variations, additions, or omissions as may be approved by the City Attorney of the City, whose approval thereof shall be conclusively evidenced by the execution of the Contract.

2. The City Council hereby confirms the existence and applicability of the Original Resolution and ratifies, restates, and reaffirms its representations, warranties, covenants, and agreements and all of the applicable terms, conditions, and provisions as set forth in the Original Resolution and as supplemented and amended by this Supplemental Resolution. Except where otherwise expressly indicated in this Supplemental Resolution, the provisions of the Original Resolution are to be read as part of this Supplemental Resolution as though copied verbatim herein, and provisions of this Supplemental Resolution shall be read as additions to, and not as substitutes

for or modifications of (except as otherwise specifically provided herein), the provisions of the Original Resolution. Except as expressly amended, modified, or supplemented by this Supplemental Resolution, all of the terms, conditions, and provisions of the Original Resolution shall remain in full force and effect. In adopting this Supplemental Resolution, the City shall be entitled to all powers, privileges, and immunities afforded to the City and shall be subject to all the duties, responsibilities, and obligations of the City under the Original Resolution.

3. This Supplemental Resolution shall be placed on file at the office of the City and made available for public inspection by any interested party immediately following the passage and approval of this Supplemental Resolution.

PASSED, ADOPTED, SIGNED, APPROVED, AND EFFECTIVE this 11th day of December 2024.

**CITY OF LAWRENCEVILLE,
GEORGIA**

(SEAL)

By: _____
Mayor

Attest:

City Clerk

CITY CLERK’S CERTIFICATE

I, **KAREN PIERCE**, the duly appointed, qualified, and acting City Clerk of the City of Lawrenceville (the “City”), **DO HEREBY CERTIFY** that the foregoing pages of typewritten matter constitute a true and correct copy of a resolution adopted on December 11, 2024, by the City Council of the City in a meeting duly called and assembled in accordance with applicable laws and with the procedures of the City, by a vote of ____ Yea and ____ Nay, which meeting was open to the public and at which a quorum was present and acting throughout, and that the original of the foregoing resolution appears of public record in the Minute Book of the City, which is in my custody and control.

GIVEN under my hand and the seal of the City, this 11th day of December 2024.

(SEAL)

City Clerk, City of Lawrenceville



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR MEETING, DECEMBER 11, 2024

AGENDA CATEGORY: COUNCIL BUSINESS

Item: Appointment of Mayor Pro-Tem

Department: City Council

Date of Meeting: Wednesday, December 11, 2024

Fiscal Impact:

Presented By: Mayor David Still

Action Requested: Appoint Mayor Pro-Tem for 2025



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR MEETING, DECEMBER 11, 2024

AGENDA CATEGORY: COUNCIL BUSINESS NEW BUSINESS

Item: Approval of Board Appointments for 2025

Department: City Council

Date of Meeting: Wednesday, December 11, 2024

Fiscal Impact: N/A

Presented By: David Still, Mayor

Action Requested: Approve the board appointments for 2025 as presented

Attachments/Exhibits:

Board appointments for 2025

Board Appointments for 2025

Board	Board Member	Note
DDA		
Post 4	Jim Nash	This is to fill the unexpired term until 12/31/2025
FRCC		
Post 1	Sharon Nash	Term expires 12/31/2026
Post 2	Randy Travis	Term expires 12/31/2026
Post 3	Adesoji Solomon Adewusi	Term expires 12/31/2026
Post 4	None	Term expires 12/31/2026
Post 5	Alisha Haden-Anderson	Term expires 12/31/2026
Post 6	Beverly Barber	Term expires 12/31/2026
Post 7	Hope Campbell	Term expires 12/31/2026
Post 8	Robert Brown	Term expires 12/31/2026
Post 9	Erin Boyt	Term expires 12/31/2026
Post 10	Justin Smith	Term expires 12/31/2026
Post 11	Christine Harrison	Term expires 12/31/2026
Post 12	Tommy Carraway, Jr	Term expires 12/31/2026
HRLPC		
Post 1	Theresa Bailey	Term expires 12/31/2025
Post 2	Constance Brown	Term expires 12/31/2025
Post 3	Deidra Williams	Term expires 12/31/2025
Post 4	Pastor Ronald Dunnigan	Term expires 12/31/2025
Post 5	Gary Glenn	Term expires 12/31/2025
Post 6	Rory Johnson	Term expires 12/31/2025
Post 7	Greg Lott	Term expires 12/31/2025
Post 8	John Maxey	Term expires 12/31/2025
Post 9	Joyce Moore	Term expires 12/31/2025
Post 10	Rubye Neal	Term expires 12/31/2025
Post 11	Gwendolyn Brown Taylor	Term expires 12/31/2025
Post 12	Vivian Summerour-Daniel	Term expires 12/31/2025

LAC		
Post 1	Jennifer Hammond	Term expires 12/31/2026
Post 2	Wesley Brooks	Term expires 12/31/2026
Post 3	Alicia Chitwood	Term expires 12/31/2026
HA		
Post 4	Rory Johnson	Term expires 12/31/2029
Post 7	Bianca Blair	Term expires 12/31/2025
PC		
Post 4	Jeff West	Term expires 12/31/2028
ReCast		
Post 1	Taheerah Demby	Term expires 12/31/2026
Post 2	Constance Brown	Term expires 12/31/2026
Post 3	Chanda Floyd-Bryant	Term expires 12/31/2026
Post 4	Hector Sanchez	Term expires 12/31/2026
Post 5	Keira Drane	Term expires 12/31/2026
Post 6	Marie Lafalaise	Term expires 12/31/2026
Post 12	Lovetta Lewis	Term expires 12/31/2025
StormWater		
Post 5	Tracy Britt	This is to fill the unexpired term until 12/31/2026
City Attorney	Pereira, Kirby, Kinsinger, & Nuyen, LLP	



LAWRENCEVILLE

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AGENDA REPORT

MEETING: REGULAR MEETING, DECEMBER 11, 2024

AGENDA CATEGORY: COUNCIL BUSINESS NEW BUSINESS

Item:	Sanitation Improvement Plan Presentation
Department:	Sanitation
Date of Meeting:	Wednesday, December 11, 2024
Fiscal Impact:	N/A
Presented By:	Huston Gillis, Public Works Director
Action Requested:	No action Requested. Presentation only.

Summary: This is a presentation regarding the ongoing improvements to operations how the Sanitation Department collects refuse from the citizens. With the Purchase of new sanitation vehicles, improvements are needed in order to provide a safe, efficient, and high level of customer service when servicing refuse carts.

Attachments/Exhibits:

- Sanitation Improvement Project Presentation

Sanitation Department

Huston Gillis
Public Works Director



Sanitation Mission Statement

Ensure the efficient and responsible removal of waste and recyclable materials, prioritizing safety, sustainability, and prompt service delivery.

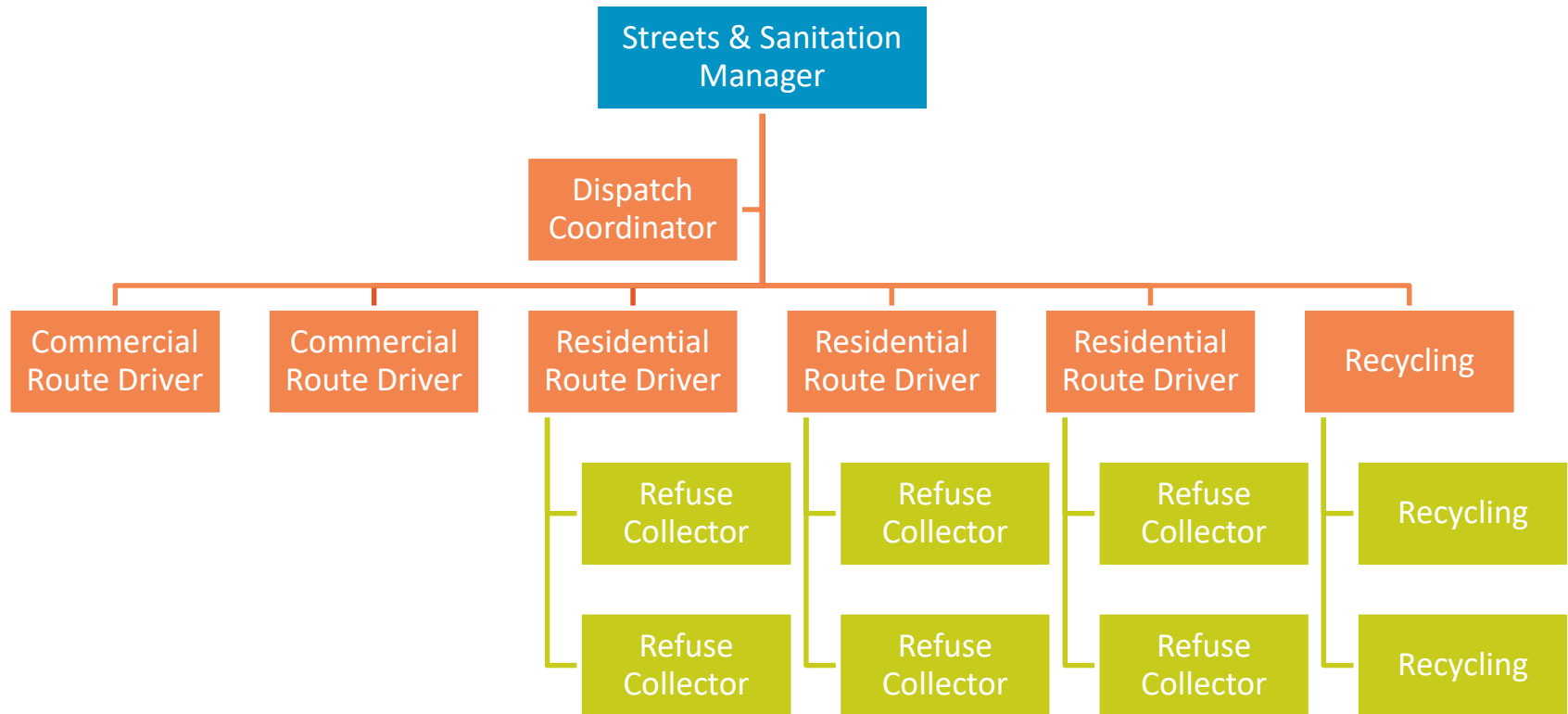


About Us

Full-time employees: 14
FY 2025 budget: \$3.1 million



Sanitation Organizational Chart



* Leaf and Limb service not depicted on Chart



Services

Residential



95-gallon cart



Three Routes



8,959 Customers



37 tons/week

Commercial



637 Dumpsters



Two Routes



849 Commercial Carts



280 tons/week



Sanitation Budget

- Sanitation Fund is an **Enterprise Fund**
- Transfer station dumping fees
 - \$46/ton
 - \$691,000.00/yr
 - 15,000 tons per year
- FY25 Sanitation Budget: **\$3.1 million**



Sanitation History

In 1980, the city had two sanitation trucks.
When one was not operational, the other had to cover all city routes.

- All city trash was pulled by hand from carts and thrown by hand into sanitation trucks, placing Sanitation Crews at risk from unknown hazards inside carts.

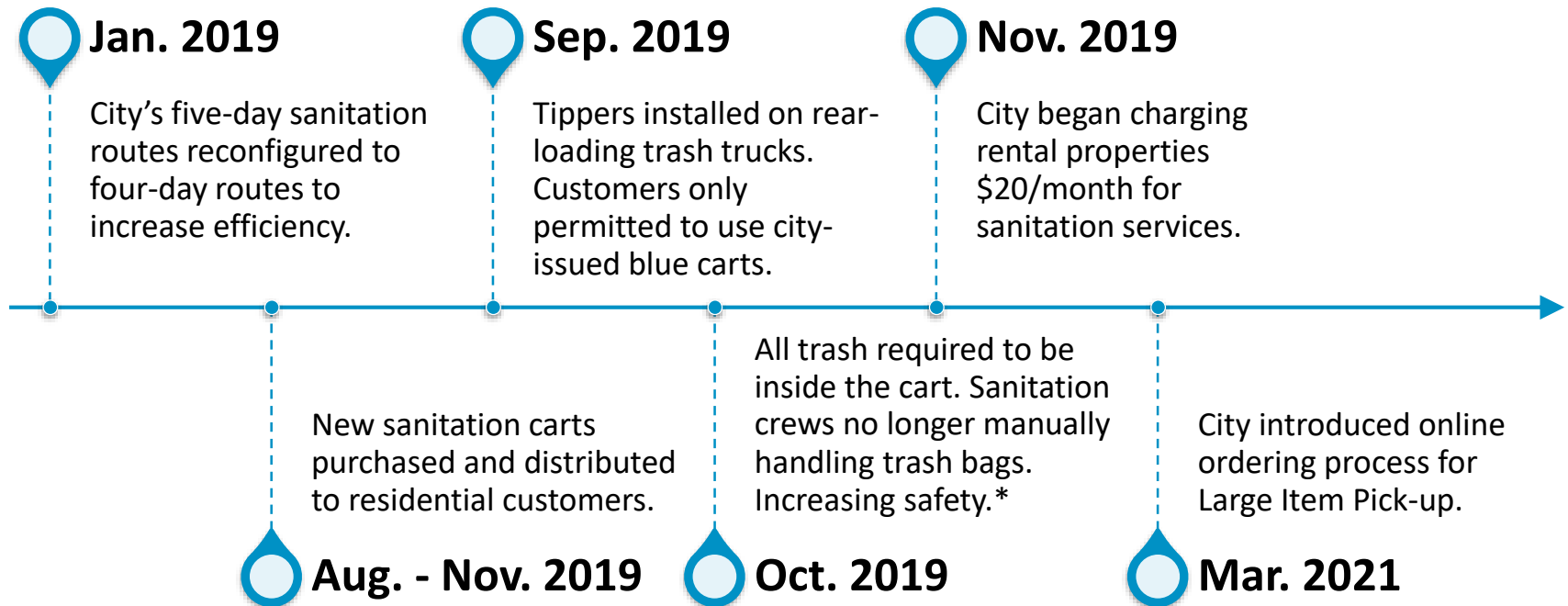
- Sanitation crews worked every holiday, including Christmas and Thanksgiving.

- During this period there was no uniformity or structure. Crews had a self-made system that worked for them, but occasionally, had to work late.

- By 2002, Christmas and Thanksgiving became official holidays for sanitation crews, but they still worked on other city holidays and some Saturdays.

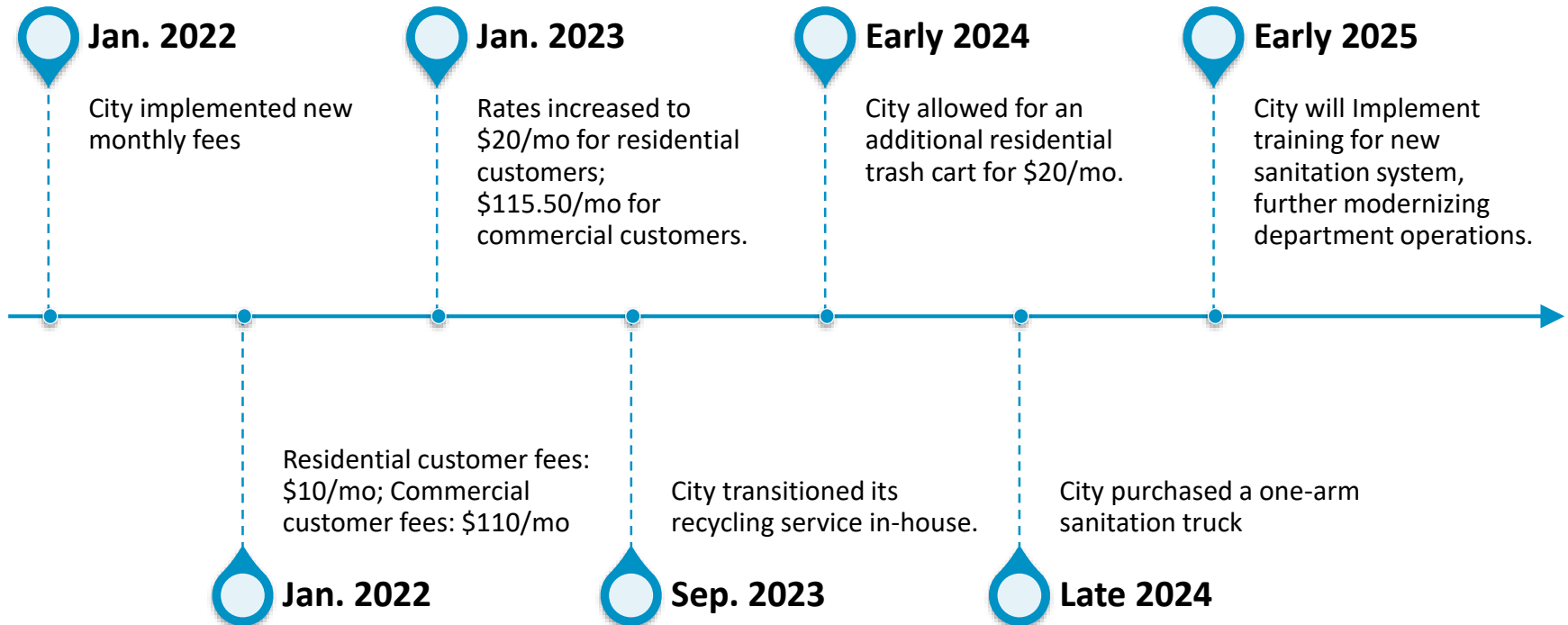


Recent Changes and Upgrades





Recent Changes & Upgrades (con)





Sanitation Department Improvement Plan



Hire qualified and
CDL certified candidates



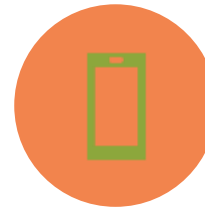
Convert to one-armed
garbage truck.
(Mid-December 2024
to March 2025)



Sanitation will run two one-
armed trucks and
one scout truck.



Provide same level of customer
service for all customers.



Implement new technologies:
photo-enabled GPS; tablets on
residential/commercial trucks for
every driver/crew leader.



First scout truck will begin
service on January 2, 2025.



One-armed Trucks



Help enhance safety of
the drivers and crew



Help with efficiency
and timeliness



Enable Sanitation to
provide a higher level
of customer service.



Places some of the
responsibility back on
the customers.





New Enhanced Technology



iPads assigned will ensure tickets are immediately sent to dispatch.



Dispatch will prioritize calls and send them out to the appropriate crew.

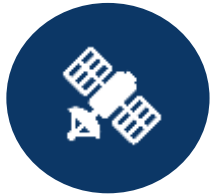


Photo enabled GPS will automatically take a picture of the location, indicating overflows and/or missing trash receptacles from the roadway.



Allows drivers to put in a ticket immediately for replacement if broken or destroyed.



Creates a checks and balances system, allowing for accountability for Sanitation and customers.



Safety Features of One-Arm Truck



From December 2023 - present, the Street and Sanitation Department has experienced six (6) vehicle accidents/damage to vehicles and approximately 13 injuries to personnel on sanitation trucks.



The one-arm truck eliminates the need for two riders on the back of every truck. Positions will be placed in other positions within the department. No positions lost.



Both the driver and the cab rider will have an air-conditioned/heated, dry cab to eliminate or greatly reduce inclement weather-related accidents and injuries, as well as potential sharps and biohazard risks to the crew.



Challenges to Hiring Qualified Candidates



Higher pay from private sector companies.



Perceived safety risks.



Lack of upward mobility or pay differential.



How does this affect the customer?

Code of Ordinances Article II Sec 30-13.A 3: Every individual residence or premises where people reside shall be provided, upon request, with one recycling container for curbside collection of approved recyclables. Residents must use the provided container for curbside recycling collection. It shall be unlawful to place garbage or recycling for collection in a box, tub, crate or container that is not provided by the City. *All garbage and recycling must be placed in the provided container(s) for collection.* Any garbage, recycling, yard waste, or other waste defined in this chapter left at curbside shall be deemed waste material and shall, subject to the limitations of this chapter, be *picked up by the City at a charge to the property owner or his authorized agent.* Those owners or authorized agents exceeding the amount or type of garbage and/or waste allowed shall be deemed in violation of this article and shall be subject to those general penalties described in the Lawrenceville Code of Ordinances.



Examples of current conditions:







Examples (con)





Timeliness and Efficiency



Instead of the driver or crew stopping to grab the can at the house or taking time to load each bag into the truck, a scout truck will be dispatched to the location to handle the missed can or overflow - ensuring the route is handled and completed in a timely manner.



Missed cans or overflow will be handled the same day, decreasing the risk of animals getting into the trash or it being scattered.



If the missed can is due to driver error, dispatch will automatically send the scout truck to pick it up.



While on the route, if the crew notices a pothole or a street sign down, they will take a picture and send it to dispatch, ensuring it is reported and sent out via work order immediately, minimizing liability to the City.



How is the Customer Affected (con)



Beginning in 2025, we will provide a three-month grace period from January 2 to April 1, 2025.



This grace period enables training for both the customer and the drivers. During this time, Communications will post via social media, and we will add inserts to bills.



Starting April 1, 2025, we propose a nominal fee each time a scout truck is dispatched for overflowing trash at a customer's location or forgetting to place the can at the road before 7 am. This proposed fee will increase with each infraction during the fiscal year, but we will also encourage customers that consistently have overflow to obtain a secondary cart to improve efficiencies.



Additional carts available
\$20 per cart per month



If trash is **not inside
the cart**, an escalating
fee will be applied.



Summary

- **Mid-December 2024:** First one-armed truck expected to arrive.
- **January 2025:** First one-armed truck and scout truck begin operations.
- **Grace Period:** Customers have from January 2025 to April 1, 2025, to adjust to the new system.
- **Post-Grace Period:** Nominal fee proposed for customers who forget to place cans at the road or overfill them.
- **Property Owner Responsibility:** New process requires property owners to help keep drivers on schedule. **If trash is not inside the cart, an escalating fee will be applied.**
- **Documentation of Issues:** Photos of damaged cans, overflow, or improperly placed cans will be sent to dispatch for record-keeping and fee assessment.
- **Customer Communication:** Information will be shared with customers starting mid-December, continuing through the grace period, and will be permanently available on the Street and Sanitation webpage.



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17.



Questions?