



GWINNETT COUNTY
BOARD OF COMMISSIONERS

75 Langley Drive | Lawrenceville, GA 30046-6935
O: 770.822.7000 | F: 770.822.7097
GwinnettCounty.com

Nicole L. Hendrickson, Chairwoman
Kirkland Dion Carden, District 1
Ben Ku, District 2
Jasper Watkins III, District 3
Matthew Holtkamp, District 4

Work Session Agenda
Tuesday, July 15, 2025 - 10:00 AM

I. Call To Order

II. Approval of Agenda

III. New Business

1. Commissioners

2025-0665 Approval to appoint Incumbent Peg Murray to the Gwinnett Animal Control Hearing Board. Term expires July 31, 2026. District 4/Holtkamp

2025-0666 Approval to appoint Incumbents Keith Asher, Helen Ellis and Eric Marlowe to the Upper Ocmulgee River Resource Conservation and Development Council, Inc. Terms expire June 20, 2026. Board of Commissioners Appointments

2025-0673 Approval to appoint Incumbent Dr. Tameka Womack to the Gwinnett Animal Control Hearing Board. Term expires July 31, 2026. District 2/Ku

2025-0708 Approval to appoint Joshua Wilson to the Family and Children Services Board. Term expires June 30, 2030. Incumbent Christopher Rafanelli. District 3/Watkins

2025-0738 Approval to appoint William Jackson to the Gwinnett Animal Control Hearing Board. Term expires July 31, 2026. Incumbent Sidra Safri. Chairwoman's Appointment

2025-0739 Approval to appoint Aida Neal to the Licensing & Revenue Board of Appeals as Gwinnett County Resident Representative. Term expires December 31, 2026. Chairwoman's Appointment

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III. New Business

1. Commissioners

2025-0740 Approval to appoint Rajesh Patel to the Development Authority of Gwinnett County. Term expires June 13, 2028. Incumbent Peter Andrews. Chairwoman's Appointment

2. Multiple Departments

2025-0680 Award BL023-25, purchase of paper, plastic and miscellaneous kitchen items on an annual contract (July 15, 2025 through July 14, 2026), per the attached bid tabulation, base bid \$575,282.85. This contract is funded 8.6% by the Atlanta Regional Commission. (Recommendation: Award)

2025-0684 Award BL064-25, purchase of body armor on an annual contract (July 15, 2025 through July 14, 2026), to Dana Safety Supply, Inc.; Galls, LLC; and North America Fire Equipment Company, base bid \$252,174.00. (Recommendation: Award)

2025-0652 Approval to renew BL038-22, provision of commercial waste and recovered materials hauling on an annual contract (August 5, 2025 through August 4, 2026), with Georgia Waste Systems, LLC dba Waste Management, base bid \$331,968.39. This contract is funded 2% by the Atlanta Regional Commission. (Recommendation: Approval)

2025-0657 Approval to renew BL060-24, purchase of groceries on an annual contract (July 21, 2025 through July 20, 2026), with Aasdel Corporation; Good Source Solutions; Performance Foodservice; and Sutherland's Foodservice, Inc., base bid \$572,451.80. (Recommendation: Approval)

2025-0660 Approval to renew BL065-22, purchase of safety shoes on an annual contract (July 21, 2025 through July 20, 2026), with Saf-Gard Safety Shoe Co., base bid \$127,835.00. (Recommendation: Approval)

3. Clerk Of Court/Tiana P. Garner

2025-0744 Award SS021-25, provision of professional services for case manager software migration and software as a service on a multi-year contract, to Tyler Technologies, Inc. The initial term of this contract shall be July 15, 2025 through December 31, 2025, base amount \$736,527.00. This contract may be automatically renewed on an annual basis for a total lifetime contract term of five (5) years, total base amount \$4,318,715.00. Contract to follow award. (Recommendation: Award)

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III. New Business

4. Correctional Services/Darrell Johnson

2025-0559 Approval to renew RP019-23, provision of inmate commissary services on an annual contract (August 2, 2025 through August 1, 2026), with Keefe Commissary Network, LLC, estimated revenue \$130,000.00. (Recommendation: Approval)

5. Elections/Zach Manifold

2025-0647 Approval to renew BL117-23, provision of commercial moving services on an annual contract (September 20, 2025 through September 19, 2026), with Suddath Relocation Systems of Atlanta, Inc., base bid \$313,560.00. (Recommendation: Approval)

6. Financial Services/Russell Royal

2025-0624 Approval/authorization of the May 31, 2025 Monthly Financial Status Report and ratification of all budget amendments. (Recommendation: Approval)

7. Human Resources/Adrienne McAllister

2025-0648 Approval to renew RP004-21, identity theft protection on an annual contract (January 1, 2026 through December 31, 2026), with Identity Rehab Corporation dba ID Watchdog, base amount \$131,598.00. This contract is entirely participant funded. (Recommendation: Approval)

2025-0669 Approval to increase RP005-21, provision of life, accident and disability plans on an annual contract for the current contract period (January 1, 2025 through December 31, 2025), with Metropolitan Life Insurance Company dba Metlife, from \$4,598,539.31 to \$5,158,917.24 and approval to renew (January 1, 2026 through December 31, 2026), base amount \$5,158,917.24. This contract is funded 40% by participants. (Recommendation: Approval)

8. Law Department/Michael P. Ludwiczak

2025-0687 Approval/authorization for the Chairwoman to execute a Second Amendment to the Marketing and Administration Agreement among Gwinnett County, the Gwinnett County Water & Sewerage Authority, and The Water Tower at Gwinnett, Inc. (Recommendation: Approval) (Water & Sewerage Authority Approved on July 7, 2025, Vote 5-0.)

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III. New Business

8. Law Department/Michael P. Ludwiczak

2025-0716 Approval/authorization of a Resolution approving the sale of 222.7 acres, more or less, of undeveloped property known as Tax Parcel Identification Numbers R7297 055, R7297 100, R7300 001, R7300 002, R7300 006, R7300 010, and R7301 147 in Gwinnett County and Tax Parcel Identification Number 07299 001040 in Hall County, by Gwinnett County and the Gwinnett County Water and Sewerage Authority, as sellers, to the City of Buford, as buyer; authorizing the execution and delivery of a Purchase and Sale Agreement and 2025 Supplemental Lease Contract between Gwinnett County and the Gwinnett County Water and Sewerage Authority relating to the sale of such property; and for other related purposes.

9. Parks and Recreation/Chris Minor

2025-0576 Award BL037-25, Lenora Park maintenance building and press box installation, to Oconee Construction Services, LLC, amount not to exceed \$1,464,750.00. This project is funded 44% by the 2017 SPLOST Program. Contract to follow award. (Recommendation: Award)

2025-0651 Award BL057-25, Gwinnett County Aquatic Center pool renovations, to Smith Aquatics, Inc., amount not to exceed \$400,049.52. Contract to follow award. (Recommendation: Award)

2025-0634 Approval to renew BL083-24, maintenance and repair of aquatic dehumidification systems on an annual contract (August 7, 2025 through August 6, 2026), with Maxair Mechanical, LLC, base bid \$188,000.00. (Recommendation: Approval)

2025-0653 Approval to renew BL070-24, purchase and installation of sod on an annual contract (August 6, 2025 through August 5, 2026), with Visionscapes, Inc., base bid \$150,000.00. (Recommendation: Approval)

10. Police Services/James D. McClure

2025-0679 Award RP009-25, provision of a cloud-based 911 recording solution on a multi-year contract, to Quality Recording Solutions, LLC. The initial term of this contract shall be July 15, 2025 through December 31, 2025, base amount \$265,050.00. This contract may be automatically renewed on an annual basis for a total lifetime contract term of five (5) years, total base amount \$498,526.00. Contract to follow award. (Recommendation: Award)

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III. New Business

10. Police Services/James D. McClure

2025-0578 Approval to retire from Service, Gwinnett County Police K9 Egan. It is being requested that K9 Egan be removed from the Fixed Asset Registry and permanently retired to his first handler, Cpl. William B. Webb, for the remainder of his life.

11. Sheriff/Keybo Taylor

2025-0682 Award BL063-25, Gwinnett County Sheriff's Office tower roof replacement project, to Colony Roofers, LLC, amount not to exceed \$708,187.00. Contract to follow award. (Recommendation: Award)

2025-0717 Approval for the Sheriff, or designee, to execute a Memorandum of Understanding with United Way of Greater Atlanta to provide homeless individuals released from Gwinnett County Jail with shelter, substance abuse treatment, job skills, training, crime prevention education, and case management assistance as an overall collaborative effort to reduce recidivism. Funding provided to the United Way of Greater Atlanta in the amount of \$250,000.00 for FY 2025. Subject to approval as to form by the Law Department. (Recommendation: Approval)

12. Support Services/Ron Adderley

2025-0544 Approval to renew BL051-23, purchase of gasoline and diesel fuel on an annual contract (September 1, 2025 through August 31, 2026), with James River Solutions, LLC, as the primary supplier; Sunoco, L.P., as the secondary supplier; and Boswell Oil Company, as the tertiary supplier, base bid \$20,184,596.00. (Recommendation: Approval)

13. Transportation/Edgardo Aponte

2025-0656 Award OS008-25, purchase of three (3) compact track loaders, to Yancey Bros. Co., using a competitively procured State of Georgia contract, in the amount of \$618,421.00. (Recommendation: Award)

2025-0550 Approval of the incorporation of Carriage Way, Dover Drive, Haddington Trace, and Suwanee Mill Drive into the Gwinnett County Speed Hump Program. Subject to approval as to form by the Law Department. (Recommendation: Approval)

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III. New Business

13. Transportation/Edgardo Aponte

2025-0577 Approval to renew RP013-24, provision of transit demand services to multiple vendors on an annual contract (August 17, 2025 through August 16, 2026), per the attached recommendation letter, base amount \$300,000.00. (Recommendation: Approval) (Gwinnett Transit Advisory Board Approved on June 4, 2025, Vote 4-0.)

2025-0692 Approval/authorization for the Chairwoman to execute a lease agreement between the Federal Aviation Administration and Gwinnett County for the continued use of space for air traffic control equipment used by air traffic controllers at the Gwinnett County Airport. Subject to approval as to form by the Law Department. (Recommendation: Approval)

14. Water Resources/Rebecca Shelton

2025-0371 Approval to renew BL049-23, construction and maintenance of water mains on an annual contract (July 16, 2025 through July 15, 2026), with JDS, Inc. and The Dickerson Group, Inc., base bid \$5,000,000.00. (Recommendation: Approval) (Water and Sewerage Authority Approved on July 7, 2025, Vote 5-0.)

2025-0372 Approval to renew BL048-23, construction and rehabilitation of gravity and sewer force mains on an annual contract (July 16, 2025 through July 15, 2026), with JDS, Inc., base bid \$7,000,000.00. (Recommendation: Approval) (Water and Sewerage Authority Approved on July 7, 2025, Vote 5-0.)

2025-0405 Approval to renew BL059-24, provision of trenchless stormwater pipe rehabilitation on an annual contract (August 21, 2025 through August 20, 2026), with Cajenn Construction and Rehab Services, Inc.; Southern Premier Contractors, Inc.; and Vortex Services, LLC, base bid \$16,000,000.00. (Recommendation: Approval)

2025-0542 Approval to renew BL075-23, installation of new water meters on an annual contract (July 19, 2025 through July 18, 2026), with UWS, Inc., base bid \$5,000,000.00. (Recommendation: Approval) (Water and Sewerage Authority Approved on July 7, 2025, Vote 4-0.)

2025-0561 Approval to renew BL060-22, repair and replacement of water service lines on an annual contract (July 20, 2025 through July 19, 2026), with The Dickerson Group, Inc., base bid \$1,250,000.00. (Recommendation: Approval) (Water and Sewerage Authority Approved on July 7, 2025, Vote 4-0.)

Work Session Agenda
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III. New Business

14. Water Resources/Rebecca Shelton

2025-0633 Approval to renew BL042-24, provision of variable frequency drive maintenance services on an annual contract (September 3, 2025 through September 2, 2026), with Electronic Maintenance Associates, Inc., base bid \$300,000.00. (Recommendation: Approval)

2025-0655 Approval to renew BL080-24, inspection, maintenance, and repair of hoists and cranes on an annual contract (August 20, 2025 through August 19, 2026), with Material Handling Systems, Inc., base bid \$175,000.00. (Recommendation: Approval)

2025-0689 Approval/authorization for the Chairwoman to execute a Development Participation Agreement between Gwinnett County, the Gwinnett County Water and Sewerage Authority, and CKK Development Services, LLC to outline the responsibilities of the parties as it pertains to the installation of sewer improvements. CKK Development Services, LLC will pay \$4,000,000.00 to Gwinnett County as its share of the cost of the Phase 2 project and Gwinnett County will pay \$2,677,000.00 for the implementation of Phase 3. Subject to approval as to form by the Law Department. (Recommendation: Approval) (Water & Sewerage Authority Approved on July 7, 2025, Vote 5-0.)

2025-0691 Approval/authorization for the Chairwoman to execute an Intergovernmental Agreement between Gwinnett County, the Gwinnett County Water and Sewerage Authority, and Rockdale County to outline the responsibilities of the parties as it pertains to two emergency water usage connections for Rockdale County. Subject to approval as to form by the Law Department. (Recommendation: Approval) (Water and Sewerage Authority Approved on July 7, 2025, Vote 5-0.)

IV. Adjournment

MEMORANDUM

To: Chairwoman Hendrickson
District 1 Commissioner Carden
District 2 Commissioner Ku
District 3 Commissioner Watkins
District 4 Commissioner Holtkamp

From: Ashia Gallo, Communications Department

The following item(s) will be on the agenda for the BOC business session on **July 15, 2025**, under the item of business announcements as a resolution of recognition, award, etc., as indicated:

- 1) **Proclamation:** Recognizing Gwinnett Technical College Agriculture Scholarship Recipients
Requested by: Dr. D. Glen Cannon, Gwinnett Technical College President
Attendee(s): Dr. D. Glen Cannon, Ms. Khalia Clemons, Ms. Sydney Wade, Horticulture Program Director Aaron Poulsen, Horticulture Instructor and Farm Manager Leslie Bevan, and Vice President of Academic Affairs Rebecca Alexander
Presented by: District 4 Commissioner Matthew Holtkamp

- 2) **Proclamation:** Celebrating Park and Recreation Month 2025
Requested by: Chris Minor, Gwinnett Parks and Recreation Director
Attendee(s): Representatives from Gwinnett Parks and Recreation, recreation participants, community partners, and volunteers
Presented by: Chairwoman Nicole Love Hendrickson

- 3) **Award Presentation:** Commending Gwinnett Parks and Recreation on earning 2024 Georgia Planning Association Chapter Award for Plan Implementation
Requested by: Allison Stewart-Harris, Georgia Planning Association President
Attendee(s): Chris Minor, Gwinnett Parks and Recreation Director
Presented by: Adam Hazell, Georgia Mountains Regional Commission Planning Director

cc: Glenn Stephens Bertrand Williams
Buffy Rainey Arteen Patterson
Joe Sorenson Hunter Coleman
Heather Sawyer Neshanta Banks
Kimberly Banner Katie Gill
Tina King Tammy Gibson
Carli Primavera Jeanie Donaldson
Lindsey Gravitt Lauren Gamel

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:
20250665	

Grants Public Hearing

Department:	Commissioners	Date Submitted:	06/18/2025
Working Session:	07/15/2025	Business Session:	07/15/2025
Submitted By:	tegibson	Public Hearing:	
Agenda Type	Approval	Multiple Depts?	

Item of Business:	Locked by Purchasing	No
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to appoint Incumbent Peg Murray to the Gwinnett Animal Control Hearing Board. Term expires July 31, 2026. District 4/Holtkamp

Attachments	None
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Authorization: Chairwoman's Signature?	No
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Staff Recommendation	
BAC Action:	
Department Head	
Attorney	

Agenda Purpose Only

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials

Finance Comments		FinDir's Initials

Budget Adjust Grand Jury

County Clerk Use Only		PH was Held? <input type="checkbox"/>
Working Session	<input type="text"/>	<div style="border: 1px solid black; padding: 5px; min-height: 100px;"> No Action Taken </div>
Action	New Item	
Tabled	<input type="text"/>	
Motion	<input type="text"/>	
2nd by	<input type="text"/>	

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20250666			
Department:	Commissioners		Date Submitted: 06/18/2025
Working Session:	07/15/2025	Business Session:	07/15/2025
Submitted By:	tegibson		Public Hearing:
Agenda Type	Approval		Multiple Depts?
Item of Business:	Locked by Purchasing		No
to appoint Incumbents Keith Asher, Helen Ellis and Eric Marlowe to the Upper Ocmulgee River Resource Conservation and Development Council, Inc. Terms expire June 20, 2026. Board of Commissioners Appointments			
Attachments	Recommendation memo		
Authorization: Chairwoman's Signature?	No		
Staff Recommendation			
BAC Action:			
Department Head			
Attorney			
Agenda Purpose Only			

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Finance Comments				FinDir's Initials

Budget Adjust Grand Jury

County Clerk Use Only		PH was Held? <input type="checkbox"/>
Working Session	<input style="width: 80%;" type="text"/>	<div style="border: 1px solid black; min-height: 100px; padding: 5px;">No Action Taken</div>
Action	<input style="width: 80%;" type="text" value="New Item"/>	
Tabled	<input style="width: 80%;" type="text"/>	
Motion	<input style="width: 80%;" type="text"/>	
2nd by	<input style="width: 80%;" type="text"/>	



MEMORANDUM

TO: Tina King, County Clerk
County Administration

FROM: Rebecca Shelton, PE *RS*
Director, Water Resources

SUBJECT: Upper Ocmulgee River Resource Conservation and Development Council, Inc.

DATE: June 13, 2025

The Department of Water Resources requests the reappointment of the following individuals to the Upper Ocmulgee River Resource Conservation and Development Council, Inc.

Keith Asher
Helen Ellis
Eric Marlowe

Their current term expires on June 20, 2025.

If you have any questions, please contact me at 678.376.7033.

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:
20250673	

Grants Public Hearing

Department:	Commissioners	Date Submitted:	06/23/2025
Working Session:	07/15/2025	Business Session:	07/15/2025
Submitted By:	tegibson	Public Hearing:	
Agenda Type	Approval	Multiple Depts?	
Item of Business:		Locked by Purchasing	<input type="text" value="No"/>

to appoint Incumbent Dr. Tameka Womack to the Gwinnett Animal Control Hearing Board. Term expires July 31, 2026. District 2/Ku

Attachments	None
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Authorization: Chairwoman's Signature?	<input type="text" value="No"/>
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Staff Recommendation	
BAC Action:	
Department Head	
Attorney	

Agenda Purpose Only

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials

Finance Comments		FinDir's Initials

Budget Adjust Grand Jury

County Clerk Use Only		PH was Held? <input type="checkbox"/>
Working Session	<input type="text"/>	<div style="border: 1px solid black; padding: 5px; min-height: 100px;"> No Action Taken </div>
Action	<input type="text" value="New Item"/>	
Tabled	<input type="text"/>	
Motion	<input type="text"/>	
2nd by	<input type="text"/>	

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20250708			
Department:	Commissioners		Date Submitted: 07/01/2025
Working Session:	07/15/2025	Business Session:	07/15/2025
Submitted By:	tegibson		Public Hearing:
Agenda Type	Approval		Multiple Depts?
Item of Business:	Locked by Purchasing		No
to appoint Joshua Wilson to the Family and Children Services Board. Term expires June 30, 2030. Incumbent Christopher Rafanelli. District 3/Watkins			
Attachments	None		
Authorization: Chairwoman's Signature?	No		
Staff Recommendation			
BAC Action:			
Department Head			
Attorney			
Agenda Purpose Only			

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Finance Comments				FinDir's Initials

Budget Adjust Grand Jury

County Clerk Use Only			PH was Held? <input type="checkbox"/>
Working Session	<input type="text"/>	Vote	No Action Taken
Action	<input type="text" value="New Item"/>		
Tabled	<input type="text"/>		
Motion	<input type="text"/>		
2nd by	<input type="text"/>		

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:
20250738	

Grants Public Hearing

Department:	Commissioners	Date Submitted:	07/10/2025
Working Session:	07/15/2025	Business Session:	07/15/2025
Submitted By:	tmking	Public Hearing:	
Agenda Type	Approval	Multiple Depts?	
Item of Business:		Locked by Purchasing	No

to appoint William Jackson to the Gwinnett Animal Control Hearing Board. Term expires July 31, 2026. Incumbent Sidra Safri. Chairwoman's Appointment

Attachments	none
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Authorization: Chairwoman's Signature?	No
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Staff Recommendation	
BAC Action:	
Department Head	
Attorney	

Agenda Purpose Only

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Finance Comments				FinDir's Initials

Budget Adjust Grand Jury

County Clerk Use Only		PH was Held? <input type="checkbox"/>
Working Session	<input type="text"/>	<div style="border: 1px solid black; padding: 5px; min-height: 100px;"> No Action Taken </div>
Action	New Item	
Tabled	<input type="text"/>	
Motion	<input type="text"/>	
2nd by	<input type="text"/>	

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20250739			
Department:	Commissioners		Date Submitted: 07/10/2025
Working Session:	07/15/2025	Business Session:	07/15/2025
Submitted By:	tmking		Public Hearing:
Agenda Type	Approval		Multiple Depts?
Item of Business:	Locked by Purchasing		No
to appoint Aida Neal to the Licensing & Revenue Board of Appeals as Gwinnett County Resident Representative. Term expires December 31, 2026. Chairwoman's Appointment			
Attachments	none		
Authorization: Chairwoman's Signature?	No		
Staff Recommendation			
BAC Action:			
Department Head			
Attorney			
Agenda Purpose Only			

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Finance Comments				FinDir's Initials

Budget Adjust Grand Jury

County Clerk Use Only			PH was Held? <input type="checkbox"/>
Working Session	<input type="text"/>	Vote	No Action Taken
Action	<input type="text" value="New Item"/>		
Tabled	<input type="text"/>		
Motion	<input type="text"/>		
2nd by	<input type="text"/>		

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:
20250740	

Grants Public Hearing

Department:	Commissioners	Date Submitted:	07/10/2025
Working Session:	07/15/2025	Business Session:	07/15/2025
Submitted By:	tmking	Public Hearing:	
Agenda Type	Approval	Multiple Depts?	
Item of Business:		Locked by Purchasing	No

to appoint Rajesh Patel to the Development Authority of Gwinnett County. Term expires June 13, 2028. Incumbent Peter Andrews. Chairwoman's Appointment

Attachments	none
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Authorization: Chairwoman's Signature?	No
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Staff Recommendation	
BAC Action:	
Department Head	
Attorney	

Agenda Purpose Only

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Finance Comments				FinDir's Initials

Budget Adjust Grand Jury

County Clerk Use Only			PH was Held? <input type="checkbox"/>
Working Session	[]	Vote	No Action Taken
Action	New Item		
Tabled	[]		
Motion	[]		
2nd by	[]		

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input checked="" type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20250680			
Department:	Financial Services	Date Submitted:	06/24/2025
Working Session:	07/15/2025	Business Session:	07/15/2025
Submitted By:	Purchasing – Katie Maldonado – SA	Public Hearing:	
Agenda Type	Award	Multiple Depts?	Yes
Item of Business:	Locked by Purchasing <input type="checkbox"/> No		
<p>BL023-25, purchase of paper, plastic and miscellaneous kitchen items on an annual contract (July 15, 2025 through July 14, 2026), per the attached bid tabulation, base bid \$575,282.85. This contract is funded 8.6% by the Atlanta Regional Commission.</p>			
Attachments	Summary Sheet, Justification Letters, Tabulation		
Authorization: Chairwoman's Signature?	<input type="checkbox"/> No		
Staff Recommendation	Award		
BAC Action:			
Department Head	raroyal (7/7/2025)		
Attorney	mpludwiczak (7/11/2025)		
Agenda Purpose Only			

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
No	Grants	*	\$49,750	brainey (7/11/2025)
Yes	Various Operating	**	\$525,533	
Finance Comments: *A Grant budget will be established upon approval of the award and executed agreement with the Atlanta Regional Commission. **The current balance in Industrial Supplies is checked as items are purchased. For FY2025, \$319,767 is allocated. For FY2026, \$205,766 is subject to budget approval.				FinDir's Initials raroyal (7/11/2025)

Budget Adjust Grand Jury

County Clerk Use Only		PH was Held?
Working Session	<input type="text"/>	<input type="checkbox"/>
Action	<input type="text" value="New Item"/>	No Action Taken Vote
Tabled	<input type="text"/>	
Motion	<input type="text"/>	
2nd by	<input type="text"/>	

SUMMARY – BL023-25
Purchase of Paper, Plastic and Miscellaneous Kitchen Items
on an Annual Contract

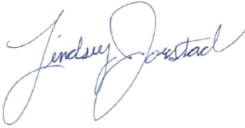
PURPOSE:	This contract provides paper, plastic, and miscellaneous kitchen products for various departments.
LOCATION:	Various locations throughout Gwinnett County
AMOUNT TO BE SPENT:	\$575,282.85
PREVIOUS CONTRACT AWARD AMOUNT:	\$269,900.00
AMOUNT SPENT PREVIOUS CONTRACT:	\$371,680.05
UNIT PRICE INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):	7.7% decrease
NUMBER OF BIDS/PROPOSALS DISTRIBUTED:	1,432 89 website viewings
NUMBER OF RESPONSES:	9 2 withdrew*
PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) IF YES, NUMBER OF FIRMS REPRESENTED:	No
REASONS FOR LIMITED RESPONSE (IF RELEVANT):	N/A
RENEWAL OPTION NUMBER:	N/A
MARKET PRICES COMPARISON (FOR RENEWALS):	N/A
CONTRACT TERM:	July 15, 2025, through July 14, 2026


COMMENTS: *Two vendors withdrew their bids due to inability to hold pricing.



MEMORANDUM

TO: Savannah Anderson
Purchasing Associate II

THROUGH: Lindsey Jorstad
Director of Community Services 

FROM: Summer Hamood
Business Officer 

SUBJECT: Recommendation to Award BL023-25 Purchase of Paper, Plastic, and Miscellaneous Kitchen Items on an Annual Contract

DATE: May 22, 2025

REQUESTED ACTION

The Department of Community Services recommends awarding of the above referenced contract to Always Available Wholesales & Supply Services Corp., America's 1st Maintenance, Inc., Brady Plus dba Southeastern Paper Group, Imperial Bag & Paper Co, LLC dba Imperial Dade, SmithConn Supply, Inc., United Sales USA Corp., and Veritiv Operating Company in the amount of \$50,000.00.

DESCRIPTION

This contract provides for specified miscellaneous paper, plastic, and kitchen products.

References checked: Yes

FINANCIAL

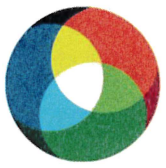
1. Estimated amount to be spent: \$50,000.00
2. Projected amount to be spent previous contract period (BL064-22): \$30,000.00
3. Do total obligations agree with "Action Requested"? Yes X No
4. Budgeted: Yes No X
5. Contact name: Summer Hamood Contact phone: 770-822-8856

6. Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount	% of Award Amount
2025	200G			50701304	G-TBD	\$24,875.00	49.75%
2025	001	116007	24060001	50701304		\$125.00	0.25%
2026	200G			50701304	G-TBD	\$24,875.00	49.75%
2026	001	116007	24060001	50701304		\$125.00	0.25%
Total						\$50,000.00	100.00%

Transfer Required: Yes _____ No X

If Yes, transfer from:						
Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount



MEMORANDUM

TO: Chelsey Ward
Purchasing Associate II

THROUGH: Darrell Johnson, Warden *DJ*
Department of Corrections

FROM: Darlesa Barron, Business Manager *DWB*
Department of Corrections

SUBJECT: Recommendation to Award BL023-25
Purchase of Paper, Plastic, and Kitchen Items on an Annual Contract

DATE: May 27, 2025

REQUESTED ACTION

The Department of Corrections recommends award of the above referenced contract to Always Available Wholesales & Supply Services Corp., America's 1st Maintenance, Inc., Brady Plus dba Southeastern Paper Group, Imperial Bag & Paper Co., LLC dba Imperial Dade, SmithConn Supply, Inc., United Sales USA Corp., and Veritiv Operating Company in the amount of \$50,000.00.

DESCRIPTION

This contract is for the purchase of paper and plastic products and other miscellaneous kitchen items used with meals prepared for offenders and staff at the Correctional Complex.

Reference Checked: Yes No

FINANCIAL

- Estimated amount to be spent \$50,000.00
- Projected amount to be spent previous contract period: \$33,534.00 (eight months)
- Do total obligations agree with "Action Requested"? Yes No
- Budgeted: Yes No
- Contact name: Darlesa Barron Contact phone: 678-407-6050
- Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount	% of Award Amount
2025	001	114001	22010001	50701103		\$27,000.00	54%
2026	001	114001	22010001	50701103		\$23,000.00	46%
Total						\$50,000.00	100%

Transfer Required: Yes No

If Yes, transfer from:						
Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount



MEMORANDUM

TO: Savannah Anderson
Purchasing Associate II

THROUGH: Fred Cephas *FAC*
Fire Chief

FROM: Crystal Terry *CT*
Contracts and Purchasing Manager

SUBJECT: Recommendation to Award BL023-25 Purchase of Paper, Plastic, and Kitchen Items on a 12-Month Contract

DATE: May 22, 2025

REQUESTED ACTION

The Department of Fire and Emergency Services recommends award of the above referenced contract to Always Available Wholesales & Supply Services Corp., America's 1st Maintenance, Inc., Brady Plus dba Southeastern Paper Group, Imperial Bag & Paper Co, LLC dba Imperial Dade, SmithConn Supply, Inc., United Sales USA Corp., and Veritiv Operating Company in the amount of \$96,629.70. This is a multi-department contract, and this letter represents the Department of Fire, Corrections, and Police.

DESCRIPTION

Vendors to supply paper and kitchen supplies as specified in the contract.

References checked? Yes

FINANCIAL

1. Estimated amount to be spent: \$96,629.70
2. Projected amount to be spent previous contract period: \$67,249.70
3. Do total obligations agree with "Action Requested"? Yes No
4. Budgeted: Yes No
5. Contact name: Crystal Terry Contact phone: 678-518-4956

Recommendation Letter

BL023-25

6. Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount	% of Award Amount
2025	102	115100	23011001	50701103		\$48,314.85	50%
2026	102	115100	23011001	50701103		\$48,314.85	50%
Total						\$96,629.70	

Transfer Required: Yes No

If Yes, transfer from:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount



MEMORANDUM

TO: Savannah Anderson
Purchasing Associate II

THROUGH: Chris Minor *C. Minor*
Director of Parks and Recreation

FROM: Summer Hamood *Summer Hamood*
Business Officer

SUBJECT: Recommendation to Award BL023-25 Purchase of Paper, Plastic, and Miscellaneous Kitchen Items on an Annual Contract

DATE: June 20, 2025

REQUESTED ACTION

The Department of Parks and Recreation recommends awarding of the above referenced contract to Always Available Wholesales & Supply Services Corp., America's 1st Maintenance, Inc., Brady Plus dba Southeastern Paper Group, Imperial Bag & Paper Co, LLC dba Imperial Dade, SmithConn Supply, Inc., United Sales USA Corp., and Veritiv Operating Company in the amount of \$60,000.00.

DESCRIPTION

This contract provides for specified miscellaneous paper, plastic, and kitchen products.

References checked? Yes X No

FINANCIAL

1. Estimated amount to be spent: \$60,000.00
2. Projected amount to be spent previous contract period (BL064-22): \$72,989.95
3. Do total obligations agree with "Action Requested"? Yes X No
4. Budgeted: Yes X No
5. Contact name: Summer Hamood Contact phone: 770-822-8856

6. Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount	% of Award Amount
2025	105	143000	14300072	50701304		\$30,000.00	50.00%
2026	105	143000	14300072	50701304		\$30,000.00	50.00%
					Total	\$60,000.00	100.00%

Transfer Required: Yes _____ No X

If Yes, transfer from:						
Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount



Gwinnett County Sheriff's Office

2900 University Parkway • Lawrenceville, GA 30043 • 770.619.6500
GwinnettCountySheriff.com | Twitter & Facebook @GwinnettSheriff

Sheriff Keybo Taylor

Chief Cleophas Atwater

MEMORANDUM

TO: Savannah Anderson
Purchasing Associate II

THROUGH: Cleophas Atwater *CA*
Chief

FROM: Lora Bryant *LB*
Business Manager

SUBJECT: Recommendation to Award BL023-25, Purchase of Paper, Plastic and Miscellaneous Kitchen Items on an Annual Contract

DATE: June 18, 2025

REQUESTED ACTION

The Sheriff's Office recommend award of the above-referenced annual contract to Always Available Wholesales & Supply Services Corp., America's 1st Maintenance, Inc., Brady Plus dba Southeastern Paper Group, Imperial Bag & Paper Co., LLC dba Imperial Dade, SmithConn Supply, Inc., United Sales USA Corp., and Veritiv Operating Company in the amount of \$250,000.00.

REFERENCES CHECKED – YES

DESCRIPTION

This contract provides janitorial and kitchen paper products used within the Detention Center for cleaning purposes and food preparation.

FINANCIAL

- Estimated amount to be spent: \$250,000.00
- Amount spent previous contract period: \$125,000.00
- Do total obligations agree with "Action Requested"? Yes X No
- Budgeted: Yes X No
- Contact name: Glen Fountain Contact phone: 770-619-6406

Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount	% of Award Amount
2025	001	119000	27020001	50701103		\$90,000.00	36%
2026	001	119000	27020001	50701304		\$35,000.00	14%
2025	001	119000	27020001	50701103		\$90,000.00	36%
2026	001	119000	27020001	50701304		\$35,000.00	14%
TOTAL:						\$250,000.00	100%

Transfer Required: Yes No X


If Yes, transfer from:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount
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MEMORANDUM

TO: Savannah Anderson
Purchasing Associate II

FROM: Ron Adderley 
Acting Director

SUBJECT: Recommendation to Award BL023-25--Purchase of Paper, Plastic, and Miscellaneous Kitchen Items on an Annual Contract

DATE: May 28, 2025

REQUESTED ACTION

The Department of Support Services recommends award of the above referenced contract to Always Available Wholesales & Supply Services Corp., Americas 1st Maintenance, Inc., Brady Plus dba Southeastern Paper Group, Imperial Bag & Paper Co., LLC dba Imperial Dade, SmithConn Supply, Inc., United Sales USA Corp., and Veritiv Operating Company, in the amount of \$51,653.15.

DESCRIPTION

This is a multi-departmental contract for the provision of sanitary paper products and kitchen items at various facilities. Eleven bids were received on March 19, 2025.

References checked? Yes No

FINANCIAL

1. Estimated amount to be spent: \$51,653.15
2. Projected amount to be spent previous contract period: \$33,299.60 (10/18/2024-06/17/2025)
3. Do total obligations agree with "Action Requested"? Yes No
4. Budgeted: Yes
5. Contact name: Charles Welch Contact phone: 770-822-3171

Page 2
 Recommendation Letter
 BL023-25

6. Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount	% of Award Amount
2025	665	160000	16600050	50701131		\$23,808.26	46%
2025	610	107004	16040001	50701131		\$1,520.09	3%
2025	610	107004	16040003	50701131		\$498.23	1%
2026	665	160000	16600050	50701131		\$23,808.26	46%
2026	610	107004	16040001	50701131		\$1,520.09	3%
2026	610	107004	16040003	50701131		\$498.22	1%
Total						\$51,653.15	100%

Transfer Required: Yes ___ No X



MEMORANDUM

TO: Savannah Anderson, Purchasing Associate II
Purchasing Division, DOFS

THROUGH: Lewis Cooksey, P.E., Director *LC*
Department of Transportation

FROM: Jeffery Charlton, R.L.A., Division Director *JCT*
Department of Transportation

SUBJECT: **Recommendation to Award BL023-25
Purchase of Paper, Plastic and Kitchen Items on an Annual Contract**

DATE: May 27, 2025

REQUESTED ACTION

The Department of Transportation recommends award of BL023-25, Purchase of Paper, Plastic and Kitchen Items on an Annual Contract to Always Available Wholesales & Supply Services Corp., America's 1st Maintenance, Inc., Brady Plus dba Southeastern Paper Group, Imperial Bag & Paper Co, LLC dba Imperial Dade, SmithConn Supply, Inc., United Sales USA Corp., and Veritiv Operating Company in the amount of \$2,000.00.

DESCRIPTION

This annual contract will allow for the purchase of paper towels, toilet tissue, and other paper products needed for daily use at our roadway maintenance facilities and the airport.

References checked: Yes

FINANCIAL

1. Estimated amount to be spent: \$2,000.00
2. Projected amount to be spent previous contract period: \$1,600.00
3. Do total obligations agree with "Action Requested"? Yes X No
4. Budgeted: Yes X No
5. Contact name: Paul Brown Contact phone: 770-822-7558



6. Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount	% of Award Amount
2025	001	109002	17020001	50701103		\$800.00	40%
2026	001	109002	17020001	50701103		\$800.00	40%
2025	520	109007	17070001	50701103		\$200.00	10%
2026	520	109007	17070001	50701103		\$200.00	10%
Total						\$2,000.00	100%

Transfer Required:

Yes

No X



MEMORANDUM

TO: Savannah Anderson
Purchasing Associate II

THROUGH: Rebecca Shelton, PE *RS*
Director, Department of Water Resources

FROM: Steve Sheets, PE *SS*
Deputy Director, Department of Water Resources

SUBJECT: Recommendation to Award BL023-25
Purchase of Paper, Plastic, and Miscellaneous Kitchen Items on an Annual Contract

DATE: March 27, 2025

REQUESTED ACTION

The Department of Water Resources recommends award of the above referenced contract to Always Available Wholesales & Supply Services Corp., America’s 1st Maintenance, Inc., Brady Plus dba Southeastern Paper Group, Imperial Bag & Paper Co, LLC dba Imperial Dade, SmithConn Supply, Inc., United Sales USA Corp., and Veritiv Operating Company in the departmental allocation of \$15,000.00.

DESCRIPTION

The Department of Water Resources uses this multi-departmental contract to purchase miscellaneous paper products.

References checked? Yes No

FINANCIAL

- 1. Estimated amount to be spent: \$15,000.00
- 2. Projected amount to be spent previous semi-annual contract period: \$8,006.80
- 3. Do total obligations agree with “Action Requested”? Yes No
- 4. Budgeted: Yes No
- 5. Contact name: Adam Garmon Contact phone: (678)376-7181 *AG*

Page 2
Recommendation Letter
BL023-25

6. Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount	% of Award Amount
2025	501	111001	19010001	50701131		\$ 450.00	3.00%
2025	501	111004	19040004	50701131		\$ 600.00	4.00%
2025	501	111004	19040005	50701131		\$ 600.00	4.00%
2025	501	111008	19080001	50701131		\$ 600.00	4.00%
2025	501	111008	19080002	50701131		\$1,050.00	7.00%
2025	501	111008	19080003	50701131		\$1,050.00	7.00%
2025	501	111008	19080007	50701131		\$ 750.00	5.00%
2025	501	111009	19090003	50701131		\$ 600.00	4.00%
2025	501	111009	19090006	50701131		\$ 600.00	4.00%
2025	501	111009	19090007	50701131		\$ 600.00	4.00%
2025	590	111011	19110001	50701131		\$ 600.00	4.00%
2026	501	111001	19010001	50701131		\$ 450.00	3.00%
2026	501	111004	19040004	50701131		\$ 600.00	4.00%
2026	501	111004	19040005	50701131		\$ 600.00	4.00%
2026	501	111008	19080001	50701131		\$ 600.00	4.00%
2026	501	111008	19080002	50701131		\$1,050.00	7.00%
2026	501	111008	19080003	50701131		\$1,050.00	7.00%
2026	501	111008	19080007	50701131		\$ 750.00	5.00%
2026	501	111009	19090003	50701131		\$ 600.00	4.00%
2026	501	111009	19090006	50701131		\$ 600.00	4.00%
2026	501	111009	19090007	50701131		\$ 600.00	4.00%
2026	590	111011	19110001	50701131		\$ 600.00	4.00%
					Total	\$15,000.00	100.00%

Transfer Required: Yes — No X

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20250684			
Department:	Financial Services	Date Submitted:	06/25/2025
Working Session:	07/15/2025	Business Session:	07/15/2025
Submitted By:	Purchasing – Katie Maldonado – CW	Public Hearing:	
Agenda Type	Award	Multiple Depts?	Yes
Item of Business:		Locked by Purchasing	No
<p>BL064-25, purchase of body armor on an annual contract (July 15, 2025 through July 14, 2026), to Dana Safety Supply, Inc.; Galls, LLC; and North America Fire Equipment Company, base bid \$252,174.00.</p>			
Attachments	Summary Sheet, Justification Letters, Tabulation		
Authorization: Chairwoman's Signature?	No		
Staff Recommendation	Award		
BAC Action:			
Department Head	raroyal (7/7/2025)		
Attorney	grschroff (7/10/2025)		
Agenda Purpose Only			

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	General	*	\$252,174	brainey (7/9/2025)
Finance Comments	*The current balances in Supplies - Other Machinery and Equipment and Supplies - Uniform Purchases are checked as items are purchased. For FY2025, \$147,772 is allocated. For FY2026, \$104,402 is subject to budget approval.			FinDir's Initials raroyal (7/9/2025)

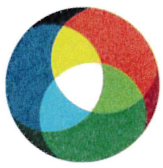
Budget Adjust Grand Jury

County Clerk Use Only		PH was Held? <input type="checkbox"/>
Working Session	<input type="text"/>	<div style="border: 1px solid black; padding: 5px; min-height: 100px;"> <p style="text-align: center;">No Action Taken</p> </div>
Action	<input type="text" value="New Item"/>	
Tabled	<input type="text"/>	
Motion	<input type="text"/>	
2nd by	<input type="text"/>	
		Vote

SUMMARY – BL064-25
Purchase of Body Armor on an Annual Contract

PURPOSE:	This contract provides body armor tailored for public safety officers. It provides crucial protection against potential threats within and outside the County.
LOCATION:	Various locations throughout Gwinnett County
AMOUNT TO BE SPENT:	\$252,174.00*
PREVIOUS CONTRACT AWARD AMOUNT:	\$336,461.60*
AMOUNT SPENT PREVIOUS CONTRACT:	\$310,118.15
UNIT PRICE INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):	0%
NUMBER OF BIDS/PROPOSALS DISTRIBUTED:	380 61 website viewings
NUMBER OF RESPONSES:	6
PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) IF YES, NUMBER OF FIRMS REPRESENTED:	No
REASONS FOR LIMITED RESPONSE (IF RELEVANT):	N/A
RENEWAL OPTION NUMBER:	N/A
MARKET PRICES COMPARISON (FOR RENEWALS):	N/A
CONTRACT TERM:	July 15, 2025 through July 14, 2026

COMMENTS: *The previous contract award amount included the Department of Police Services.



MEMORANDUM

TO: Chelsey Ward
Purchasing Associate II

THROUGH: Darrell Johnson, Warden *DJ*
Department of Corrections

FROM: Darlesa Barron, Business Manager *DWB*
Department of Corrections

SUBJECT: Recommendation to Award BL064-25
Purchase of Body Armor on an Annual Contract

DATE: June 24, 2025

REQUESTED ACTION

The Department of Corrections recommends award of the above referenced contract to Dana Safety Supply, Inc., in the amount of \$27,174.00.

DESCRIPTION

This contract is for the purchase of body armor tailored for sworn correctional staff to provide crucial protection against potential threats within and outside the facility.

Reference Checked: Yes ___ No

FINANCIAL

- Estimated amount to be spent \$27,174.00
- Projected amount to be spent previous contract period: \$31,521.55
- Do total obligations agree with "Action Requested"? Yes X No ___
- Budgeted: Yes ___ X ___ No ___
- Contact name: Darlesa Barron Contact phone: 678-407-6050
- Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount	% of Award Amount
2025	001	114001	22010001	50701602		\$12,772.00	47%
2026	001	114001	22010001	50701602		\$14,402.00	53%
Total						\$27,174.00	100%

Transfer Required: Yes No

If Yes, transfer from:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input checked="" type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20250652	20240598		
Department:	Financial Services	Date Submitted:	06/12/2025
Working Session:	07/15/2025	Business Session:	07/15/2025
Submitted By:	Purchasing – Katie Maldonado – JS	Public Hearing:	
Agenda Type	Approval	Multiple Depts?	Yes
Item of Business:	Locked by Purchasing <input type="checkbox"/> No		
to renew BL038-22, provision of commercial waste and recovered materials hauling on an annual contract (August 5, 2025 through August 4, 2026), with Georgia Waste Systems, LLC dba Waste Management, base bid \$331,968.39. This contract is funded 2% by the Atlanta Regional Commission.			
Attachments	Summary Sheet, Justification Letters		
Authorization: Chairwoman's Signature?	<input type="checkbox"/> No		
Staff Recommendation	Approval		
BAC Action:			
Department Head	raroyal (7/7/2025)		
Attorney	grschroff (7/10/2025)		
Agenda Purpose Only			

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
No	Grants	*	\$6,669	brainey (7/10/2025)
Yes	Recreation	**	\$320,000	
Yes	General	**	\$5,300	
Finance Comments	*A grant budget will be established upon approval of the award and executed agreement with the Atlanta Regional Commission. **The current balance in Utilities is checked as services are provided. For FY2025, \$130,120 is allocated. For FY2026, \$195,180 is subject to budget approval.			FinDir's Initials raroyal (7/10/2025)

Budget Adjust Grand Jury

County Clerk Use Only		PH was Held? <input type="checkbox"/>
Working Session	<input type="text"/>	<div style="border: 1px solid black; height: 100px; display: flex; align-items: center; justify-content: center;"> No Action Taken </div>
Action	<input type="text" value="New Item"/>	
Tabled	<input type="text"/>	
Motion	<input type="text"/>	
2nd by	<input type="text"/>	

SUMMARY – BL038-22**Provision of Commercial Waste and Recovered Materials Hauling on an Annual Contract**

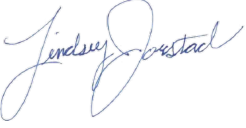
PURPOSE:	This contract provides specified waste and recovered materials container services throughout the County.
LOCATION:	Various locations throughout Gwinnett County
AMOUNT TO BE SPENT:	\$331,968.39
PREVIOUS CONTRACT AWARD AMOUNT:	\$294,840.00
AMOUNT SPENT PREVIOUS CONTRACT:	\$316,300.00
UNIT PRICE INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):	3% increase
NUMBER OF BIDS/PROPOSALS DISTRIBUTED:	N/A
NUMBER OF RESPONSES:	N/A
PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) IF YES, NUMBER OF FIRMS REPRESENTED:	N/A
REASONS FOR LIMITED RESPONSE (IF RELEVANT):	N/A
RENEWAL OPTION NUMBER:	This is renewal option three (3) of four (4).
MARKET PRICES COMPARISON (FOR RENEWALS):	An analysis reveals that pricing is comparable to current market conditions.
CONTRACT TERM:	August 5, 2025 through August 4, 2026


COMMENTS:



MEMORANDUM

TO: Jake Scarpone
Purchasing Associate II

THROUGH: Lindsey Jorstad
Director of Community Services 

FROM: Summer Hamood
Business Officer 

SUBJECT: Recommendation to Renew BL038-22 Provision of Commercial Waste and Recovered Materials Hauling on an Annual Contract

DATE: April 1, 2025

REQUESTED ACTION

The Department of Community Services recommends renewal of the above referenced contract with Georgia Waste Systems, LLC. dba Waste Management in the amount of \$11,968.39.

DESCRIPTION

This contract provides specified waste and or recovered materials container services throughout the county.

FINANCIAL

1. Estimated amount to be spent: \$11,968.39
2. Projected amount to be spent previous contract period: \$11,300.00
3. Do total obligations agree with "Action Requested"? Yes No
4. Budgeted: Yes No
5. Contact name: Summer Hamood Contact phone: 770-822-8856

6. Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount	% of Award Amount
2025	001	116011	24100006	50701205		\$2,120.00	17.71%
2025	200G			50701205	G-TBD	\$2,667.36	22.29%
2026	001	116011	24100006	50701205		\$3,180.00	26.57%
2026	200G			50701205	G-TBD	\$4,001.03	33.43%
Total						\$11,968.39	100.00%

Transfer Required: Yes _____ No X

If Yes, transfer from:						
Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount



MEMORANDUM

TO: Jake Scarpone
Purchasing Associate II

THROUGH: Chris Minor *C.M.*
Director of Parks and Recreation

FROM: Summer Hamood *Summer Hamood*
Business Officer

SUBJECT: Recommendation to Renew BL038-22 Provision of Commercial Waste and Recovered
Materials Hauling on an Annual Contract

DATE: April 1, 2025

REQUESTED ACTION

The Department of Parks and Recreation recommends renewal of the above referenced contract with Georgia Waste Systems, LLC. Dba Waste Management in the amount of \$320,000.00.

DESCRIPTION

This contract provides specified waste and or recovered materials container services throughout the county.

FINANCIAL

1. Estimated amount to be spent: \$320,000.00
2. Projected amount to be spent previous contract period: \$305,000.00
3. Do total obligations agree with "Action Requested"? Yes No
4. Budgeted: Yes No
5. Contact name: Summer Hamood Contact phone: 770-822-8856

6. Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount	% of Award Amount
2025	105	143000	14300001	50701205		\$128,000.00	40.00%
2026	105	143000	14300001	50701205		\$192,000.00	60.00%
Total						\$320,000.00	100.00%

Transfer Required: Yes _____ No X

If Yes, transfer from:						
Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:
20250657	20240641

Grants Public Hearing

Department:	Financial Services	Date Submitted:	06/17/2025
Working Session:	07/15/2025	Business Session:	07/15/2025
Submitted By:	Purchasing - Brandi Cantie - SA	Multiple Depts?	Yes
Agenda Type	Approval		
Item of Business:	Locked by Purchasing		No

to renew BL060-24, purchase of groceries on an annual contract (July 21, 2025 through July 20, 2026), with Aasdel Corporation; Good Source Solutions; Performance Foodservice; and Sutherland's Foodservice, Inc., base bid \$572,451.80.

Attachments	Summary Sheet, Justification Letters
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Authorization:	Chairwoman's Signature?	No
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Staff Recommendation	Approval
BAC Action:	
Department Head	raroyal (7/7/2025)
Attorney	grschroff (7/10/2025)

Agenda Purpose Only

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	General	*	\$558,248	brainey (7/9/2025)
Yes	Fire & EMS	*	\$14,204	

Finance Comments	*The current balance in Industrial Supplies is checked as items are purchased. For FY2025, \$274,226 is allocated. For FY2026, \$298,226 is subject to budget approval.	FinDir's Initials
		raroyal (7/9/2025)

Budget Adjust Grand Jury

County Clerk Use Only		PH was Held? <input type="checkbox"/>
Working Session		No Action Taken <div style="text-align: right;">Vote</div>
Action	New Item	
Tabled		
Motion		
2nd by		

SUMMARY – BL060-24
Purchase of Groceries on an Annual Contract

PURPOSE:	This contract provides meals for employees, detainees, and senior citizens.
LOCATION:	Various locations throughout Gwinnett County
AMOUNT TO BE SPENT:	\$572,451.80*
PREVIOUS CONTRACT AWARD AMOUNT:	\$3,824,000.00*
AMOUNT SPENT PREVIOUS CONTRACT:	\$579,819.04
UNIT PRICE INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):	3.7% increase
NUMBER OF BIDS/PROPOSALS DISTRIBUTED:	N/A
NUMBER OF RESPONSES:	N/A
PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) IF YES, NUMBER OF FIRMS REPRESENTED:	N/A
REASONS FOR LIMITED RESPONSE (IF RELEVANT):	N/A
RENEWAL OPTION NUMBER:	This is renewal option one (1) of four (4).
MARKET PRICES COMPARISON (FOR RENEWALS):	An analysis reveals that pricing is comparable to current market conditions.
CONTRACT TERM:	July 21, 2025 through July 20, 2026

COMMENTS: *The previous contract award amount included the Sheriff's Office.
Line items A38, A39, A40, A41, A45, A46, A47, A94, B85, C1, C2, C3, and I3 are not being renewed and will be purchased through a separate procurement as needed.



MEMORANDUM

TO: Chelsey Ward
Purchasing Associate II

THROUGH: Lindsey Jorstad
Director of Community Services *Lindsey Jorstad*

FROM: Summer Hamood
Business Officer *Summer Hamood*

SUBJECT: Recommendation to Renew BL060-24 Purchase of Groceries on an Annual Contract

DATE: February 28, 2025

REQUESTED ACTION

The Department of Community Services recommends renewal of the above referenced contract to Aasdel Corporation, Good Source Solutions, Performance Foodservice, and Sutherland's Foodservice, Inc., in the amount of \$258,248.00.

DESCRIPTION

This contract provides for the purchase of groceries throughout the county.

FINANCIAL

1. Estimated amount to be spent: \$258,248.00
2. Projected amount to be spent previous contract period: \$245,951.00
3. Do total obligations agree with "Action Requested"? Yes X No
4. Budgeted: Yes X No
5. Contact name: Summer Hamood Contact phone: 770-822-8856

6. Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount	% of Award Amount
2025	001	116014	24130002	50701303		\$129,124.00	50.00%
2026	001	116014	24130002	50701303		\$129,124.00	50.00%
Total						\$258,248.00	100.00%

Transfer Required: Yes _____ No X

If Yes, transfer from:						
Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount



MEMORANDUM

TO: Chelsey Ward
Purchasing Associate II

THROUGH: Darrell Johnson, Warden *DJ*
Department of Corrections

FROM: Darlesa Barron, Business Manager *DLB*
Department of Corrections

SUBJECT: Recommendation to Renewal BL060-24
Purchase of Groceries on an Annual Contract

DATE: March 3, 2025

REQUESTED ACTION

The Department of Corrections recommends renewal of the above referenced contract with Aasdel Corporation, Good Source Solutions, Performance Foodservice, and Sutherland's Foodservice, Inc., in the amount of \$300,000.00.

DESCRIPTION

This contract is for the purchase of groceries for offenders housed at the Comprehensive Correctional Complex. Meals are also provided to staff and correctional officers restricted to the building while on duty.

FINANCIAL

- Estimated amount to be spent \$300,000.00
- Projected amount to be spent previous contract period: \$320,000.00
- Do total obligations agree with "Action Requested"? Yes No
- Budgeted: Yes No
- Contact name: Darlesa Barron Contact phone: 678-407-6050
- Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount	% of Award Amount
2025	001	114001	22010001	50701103		\$138,000.00	46%
2026	001	114001	22010001	50701103		\$162,000.00	54%
Total						\$300,000.00	100%


Transfer Required: Yes No


If Yes, transfer from:						
Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount



MEMORANDUM

TO: Chelsey Ward
Purchasing Associate II

THROUGH: Fred Cephas
Fire Chief 

FROM: Crystal Terry 
Contracts and Purchasing Manager

SUBJECT: Recommendation to Renew BL060-24 Purchase of Groceries on Annual Contract

DATE: March 19, 2025

REQUESTED ACTION

The Department of Fire and Emergency Services recommends renewal of the above referenced contract with Aasdel Corporation, Good Source Solutions, Performance Food Service, and Sutherland’s Foodservice, Inc., in the amount of \$14,203.80.

DESCRIPTION

Hydration supplies and miscellaneous grocery items to support department needs.

FINANCIAL

1. Estimated amount to be spent: \$14,203.80
2. Projected amount to be spent previous contract period: \$13,868.04
3. Do total obligations agree with “Action Requested”? Yes X No
4. Budgeted: Yes X No
5. Contact name: Crystal Terry Contact phone: 678-518-4956

Recommendation Letter

BL060-24

6. Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount	% of Award Amount
2025	102	115100	23011001	50701303		\$7,101.90	50%
2026	102	115100	23011001	50701303		\$7,101.90	50%
							%
					Total	\$14,203.80	100%

Transfer Required: Yes No

If Yes, transfer from:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:
20250660	20240469

Grants Public Hearing

Department:	Financial Services	Date Submitted:	06/17/2025
Working Session:	07/15/2025	Business Session:	07/15/2025
Submitted By:	Purchasing - Brandi Cantie - SA	Public Hearing:	
Agenda Type	Approval	Multiple Depts?	Yes

Item of Business:	Locked by Purchasing	No
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to renew BL065-22, purchase of safety shoes on an annual contract (July 21, 2025 through July 20, 2026), with Saf-Gard Safety Shoe Co., base bid \$127,835.00.

Attachments	Summary Sheet, Justification Letters
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Authorization:	Chairwoman's Signature?	No
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Staff Recommendation	Approval
BAC Action:	
Department Head	raroyal (7/7/2025)
Attorney	grschroff (7/10/2025)

Agenda Purpose Only

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	Various Operating	*	\$127,835	brainey (7/10/2025)

Finance Comments	*The current balance in General Operating Expenses is checked as items are purchased. For FY2025, \$61,418 is allocated. For FY2026, \$66,417 is subject to budget approval.	FinDir's Initials
		raroyal (7/10/2025)

Budget Adjust Grand Jury

County Clerk Use Only		PH was Held? <input type="checkbox"/>
Working Session	<input type="text"/>	No Action Taken Vote
Action	<input type="text" value="New Item"/>	
Tabled	<input type="text"/>	
Motion	<input type="text"/>	
2nd by	<input type="text"/>	

SUMMARY – BL065-22
Purchase of Safety Shoes on an Annual Contract

PURPOSE:	To purchase safety shoes to aid in the safety and protection of Gwinnett County employees.
LOCATION:	Various locations throughout Gwinnett County
AMOUNT TO BE SPENT:	\$127,835.00
PREVIOUS CONTRACT AWARD AMOUNT:	\$136,085.00
AMOUNT SPENT PREVIOUS CONTRACT:	\$119,804.34
UNIT PRICE INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):	3.5% increase
NUMBER OF BIDS/PROPOSALS DISTRIBUTED:	N/A
NUMBER OF RESPONSES:	N/A
PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) IF YES, NUMBER OF FIRMS REPRESENTED:	N/A
REASONS FOR LIMITED RESPONSE (IF RELEVANT):	N/A
RENEWAL OPTION NUMBER	This is renewal option three (3) of four (4).
MARKET PRICES COMPARISON (FOR RENEWALS):	An analysis reveals that pricing is comparable to current market conditions.
CONTRACT TERM:	July 21, 2025 through July 20, 2026

COMMENTS:



MEMORANDUM

TO: Chelsey Ward
Purchasing Associate II

THROUGH: Lindsey Jorstad
Director of Community Services *Lindsey Jorstad*

FROM: Summer Hamood
Business Officer *Summer Hamood*

SUBJECT: Recommendation to Renew BL065-22 Purchase of Safety Shoes on an Annual Contract

DATE: March 3, 2025

REQUESTED ACTION

The Department of Community Services recommends renewal of the above referenced contract with Saf-Gard Safety Shoe Co. in the amount of \$9,355.00.

DESCRIPTION

This contract provides safety shoes and boots required for staff foot protection.

FINANCIAL

1. Estimated amount to be spent: \$9,355.00
2. Projected amount to be spent previous contract period: \$14,000.00
3. Do total obligations agree with "Action Requested"? Yes No
4. Budgeted: Yes No
5. Contact name: Summer Hamood Contact phone: 770.822.8856

6. Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount	% of Award Amount
2025	001	116011	24100006	50701198		\$4,250.00	45.43%
2025	001	116000	24080004	50701198		\$427.50	4.57%
2026	001	116011	24100006	50701198		\$4,250.00	45.43%
2026	001	116000	24080004	50701198		\$427.50	4.57%
Total						\$9,355.00	100.00%


Transfer Required: Yes ___ No X


If Yes, transfer from:						
Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount



MEMORANDUM

TO: Savannah Anderson, Purchasing Associate II
Purchasing Division, DOFS

THROUGH: Russell Royal, Director 
Department of Financial Services

FROM: Stewart Oliver, Division Director/Chief Appraiser 
Tax Assessors' Office

SUBJECT: Recommendation to Renew BL065-22 Purchase of Safety Shoes on an Annual Contract

DATE: July 1, 2025

REQUESTED ACTION

The Department of Financial Services -Tax Assessors' Division recommends renewal of the above referenced annual contract with Saf-Gard Safety Shoe Co. in the amount of \$1,480.00.

DESCRIPTION

This contract provides safety shoes and boots required for staff foot protection. These boots are used by Residential and Commercial Appraisers when completing field visits to protect them from possible injury at potentially dangerous appraisal sites, such as construction sites. The replacement cycle is once every two years. Each appraiser receives one pair, and the division budgets for four to five pair per year.

FINANCIAL

1. Estimated amount to be spent: \$1,480.00
2. Amount spent previous contract period: \$1,104.34
3. Do total obligations agree with "Action Requested"? Yes No
4. Budgeted: Yes No
5. Contact name: Stewart Oliver Contact phone: 770-822-7211

6. Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount	% of Award Amount
2025	001	104008	13090011			\$740.00	50%
2026	001	104008	13090011			\$740.00	50%
Total						\$1,480.00	100%

Transfer Required: Yes No X

If Yes, transfer from:						
Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount



MEMORANDUM

TO: Chelsey Ward
Purchasing Associate II

THROUGH: Chris Minor *C. Minor*
Director of Parks and Recreation

FROM: Summer Hamood *Summer Hamood*
Business Officer

SUBJECT: Recommendation to Renew BL065-22 Purchase of Safety Shoes on an Annual Contract

DATE: February 28, 2025

REQUESTED ACTION

The Department of Parks and Recreation recommends renewal of the above referenced contract with Saf-Gard Safety Shoe Co. in the amount of \$13,500.00.

DESCRIPTION

This contract provides safety shoes and boots required for staff foot protection.

FINANCIAL

1. Estimated amount to be spent: \$13,500.00
2. Projected amount to be spent previous contract period: \$12,500.00
3. Do total obligations agree with "Action Requested"? Yes X No
4. Budgeted: Yes X No
5. Contact name: Summer Hamood Contact phone: 770.822.8856

6. Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount	% of Award Amount
2025	105	143000	14300034	50701198		\$6,750.00	50.00%
2026	105	143000	14300034	50701198		\$6,750.00	50.00%
Total						\$13,500.00	100.00%

Transfer Required: Yes ___ No X

If Yes, transfer from:						
Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount



MEMORANDUM

TO: Chelsey Ward
 Purchasing Associate II

THROUGH: Matthew Dickison, Director MD

FROM: Denise Wylie, Section Manager

SUBJECT: Recommendation to Renew BL065-22 Purchase of Safety Shoes

DATE: February 28, 2025

REQUESTED ACTION

The Department of Planning and Development recommends renewal of the above-referenced contract with Saf-Gard Safety Shoe Company, in the amount of \$2,500.00.

DESCRIPTION

The employees in the Inspection section of Planning and Development utilize this contract for the purchase of safety shoes. Due to the nature of the work, the employees require shoes that can withstand the weather and rough terrain.

FINANCIAL

1. Estimated amount to be spent: \$ 2,500.00
2. Projected amount to be spent previous contract period: \$1,200
3. Do total obligations agree with "Action Requested"? Yes X No
4. Budgeted: Yes X No
5. Contact name: Denise Wylie Contact phone: 678-518-6007
6. Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	Amount	% of Award Amount
2025	104	110100	18038012	50701198	\$625.00	25%
2026	104	110100	18038012	50701198	\$625.00	25%
2025	104	110100	18038016	50701198	\$625.00	25%
2026	104	110100	18038016	50701198	\$625.00	25%
Total					\$2,500.00	100%


Transfer Required: Yes X No



MEMORANDUM

TO: Michael Milstein, Purchasing Associate II
Purchasing Division, DOFS

THROUGH: Lewis Cooksey, P.E., Director 
Department of Transportation

FROM: Jeffery Charlton, R.L.A, Division Director 
Roadway Maintenance & Operations

SUBJECT: **Recommend to Renew BL065-22
Purchase of Safety Shoes on an Annual Contract**

DATE: March 26, 2025

REQUESTED ACTION

The Department of Transportation recommends renewal of BL065-22, Purchase of Safety Shoes on an Annual Contract, with Saf-Gard Safety Shoe Company in the amount of \$51,000.00.

DESCRIPTION

This annual contract is used for the purchase of safety shoes and boots for our Department of Transportation staff that perform work in the field. The Department recommends renewal of this annual contract (July 21, 2025 to July 20, 2026). This is the third of four options to renew this contract.

FINANCIAL

1. Estimated amount to be spent: \$51,000.00
2. Amount spent previous contract period: \$46,000.00
3. Do total obligations agree with "Action Requested"? Yes X No
4. Budgeted: Yes X No
5. Contact name: Paul Brown Contact phone: 770-822-7558



6. Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount	% of Award Amount
2025	001	109002	17020001	50701198		14,000.00	27.4%
2026	001	109002	17020001	50701198		14,000.00	27.4%
2025	001	109003	17020002	50701198		4,250.00	8.3%
2026	001	109003	17020002	50701198		4,250.00	8.3%
2025	001	109002	17020003	50701198		5,400.00	10.6%
2026	001	109002	17020003	50701198		5,400.00	10.6%
2025	520	109007	17070001	50701198		900.00	1.8%
2026	520	109007	17070001	50701198		900.00	1.8%
2025	001	109005	17050001	50701198		400.00	0.8%
2026	001	109005	17050001	50701198		400.00	0.8%
2025	001	109001	17010002	50701198		300.00	0.6%
2026	001	109001	17010002	50701198		300.00	0.6%
2025	001	109004	17040001	50701198		250.00	0.5%
2026	001	109004	17040001	50701198		250.00	0.5%
Total						51,000.00	100.0%

Transfer Required: Yes No X



MEMORANDUM

TO: Chelsey Ward
Purchasing Associate II

THROUGH: Rebecca Shelton, PE *RS*
Director, Department of Water Resources

FROM: Steve Sheets, PE *SS*
Deputy Director, Department of Water Resources

SUBJECT: Recommendation to Renew BL065-22
Purchase of Safety Shoes on an Annual Contract

DATE: February 6, 2025

REQUESTED ACTION

The Department of Water Resources recommends renewal of the above referenced contract with Saf-Gard Safety Shoe Company in the departmental allocation of \$50,000.00.

DESCRIPTION

This contract is used by multiple departments. Gwinnett County Department of Water Resources utilizes this contract to supply safety shoes for staff across all divisions.

FINANCIAL

- 1. Estimated amount to be spent: \$50,000.00
- 2. Projected amount to be spent previous contract period: \$45,000.00
- 3. Do total obligations agree with "Action Requested"? Yes No
- 4. Budgeted: Yes No
- 5. Contact name: Adam Garmon Contact phone: (678) 376-7181 *AG*

Page 2
Recommendation Letter
BL065-22

6. Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount	% of Award Amount
2025	501	111001	19010002	50701198		\$1,000.00	2%
2025	501	111004	19040004	50701198		\$1,500.00	3%
2025	501	111004	19040005	50701198		\$2,500.00	5%
2025	501	111008	19080002	50701198		\$3,000.00	6%
2025	501	111008	19080003	50701198		\$5,000.00	10%
2025	501	111008	19080007	50701198		\$2,000.00	4%
2025	501	111009	19090003	50701198		\$1,500.00	3%
2025	501	111009	19090006	50701198		\$1,500.00	3%
2025	501	111009	19090007	50701198		\$2,000.00	4%
2025	590	111010	19100001	50701198		\$1,000.00	2%
2025	590	111011	19110001	50701198		\$1,500.00	3%
2026	501	111001	19010002	50701198		\$1,000.00	2%
2026	501	111004	19040004	50701198		\$2,000.00	4%
2026	501	111004	19040005	50701198		\$3,000.00	6%
2026	501	111008	19080002	50701198		\$3,500.00	7%
2026	501	111008	19080003	50701198		\$6,000.00	12%
2026	501	111008	19080007	50701198		\$2,500.00	5%
2026	501	111009	19090003	50701198		\$2,000.00	4%
2026	501	111009	19090006	50701198		\$2,000.00	4%
2026	501	111009	19090007	50701198		\$2,500.00	5%
2026	590	111010	19100001	50701198		\$1,000.00	2%
2026	590	111011	19110001	50701198		\$2,000.00	4%
Total						\$50,000.00	100%

Transfer Required: Yes _____ No X _____

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:
20250744	

Grants Public Hearing

Department:	Clerk Of Court	Date Submitted:	07/10/2025
Working Session:	07/15/2025	Business Session:	07/15/2025
Submitted By:	Purchasing - Brandi Cantie - DG	Multiple Depts?	No
Agenda Type	Award		
Item of Business:	Locked by Purchasing		No

SS021-25, provision of professional services for case manager software migration and software as a service on a multi-year contract, to Tyler Technologies, Inc. The initial term of this contract shall be July 15, 2025 through December 31, 2025, base amount \$736,527.00. This contract may be automatically renewed on an annual basis for a total lifetime contract term of five (5) years, total base amount \$4,318,715.00. Contract to follow award.

Attachments	Summary Sheet, Justification Letter, Justification Support
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Authorization:	Chairwoman's Signature?	Yes
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Staff Recommendation	Award
BAC Action:	
Department Head	jwmonaghan (7/10/2025)
Attorney	mfwilson (7/11/2025)

Agenda Purpose Only

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	General	*	\$4,318,715	brainey (7/11/2025)
Finance Comments	*The current balance in Professional Services is checked as services are provided. For FY2025, \$736,527 is allocated. For FY2026-29, \$3,582,188 is subject to budget approval.			FinDir's Initials raroal (7/11/2025)

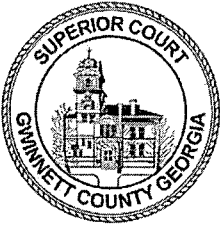
Budget Adjust Grand Jury

County Clerk Use Only		PH was Held? <input type="checkbox"/>
Working Session		<div style="border: 1px solid black; padding: 5px; min-height: 100px;">No Action Taken</div>
Action	New Item	
Tabled		
Motion		
2nd by		
		Vote

SUMMARY – SS021-25
Provision of Professional Services for Case Manager Software Migration and Software as a Service on a Multi-Year Contract

PURPOSE:	This contract will provide migration of the existing Tyler Enterprises Justice (EJ) case management system from on premises to Tyler EJ cloud-hosted Software as a Service (SaaS). This case management system is utilized by Superior, State, Magistrate, Probate Courts, and all judicial staff.
LOCATION:	Various locations throughout Gwinnett County
AMOUNT TO BE SPENT:	\$736,527.00 (initial term) \$4,318,715.00 (total base amount)
PREVIOUS CONTRACT AWARD AMOUNT:	N/A*
AMOUNT SPENT PREVIOUS CONTRACT:	N/A*
UNIT PRICE INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):	N/A*
NUMBER OF BIDS/PROPOSALS DISTRIBUTED:	N/A
NUMBER OF RESPONSES:	N/A
PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) IF YES, NUMBER OF FIRMS REPRESENTED:	N/A
REASONS FOR LIMITED RESPONSE (IF RELEVANT):	N/A
RENEWAL OPTION NUMBER	N/A
MARKET PRICES COMPARISON (FOR RENEWALS):	N/A
CONTRACT TERM:	Initial Term: July 15, 2025 through December 31, 2025 Full Term: July 15, 2025 through December 31, 2029

COMMENTS: *This is a new multi-year contract.



CLERK OF SUPERIOR COURT
STATE COURT AND MAGISTRATE COURT
Gwinnett County Courthouse
Post Office Box 880
Lawrenceville, GA 30046-0880

Tiana P. Garner
Clerk of Court

MEMORANDUM

TO: Dana Garland
Purchasing Manager

THROUGH: Tiana P. Garner *TG*
Clerk of Court

FROM: Jennifer W. Monaghan
Chief Deputy Clerk

RE: Recommendation for Award of SS021-25, Provision of Professional Services
for Case Manager Software Migration and Software as a Service on a
Multiyear Contract

DATE: July 10, 2025

REQUESTED ACTION

The Clerk of Courts recommends the award of the above-referenced contract to Tyler Technologies, Inc. for professional services for case manager software migration and software as a service in the amount of \$736,527.00 for year one. This agreement may be renewed on an annual basis for four (4) additional twelve-month terms, for a total agreement term of five (5) years for a total base amount of \$4,318,715.00.

DESCRIPTION

This contract will provide migration of existing Tyler Enterprise Justice (EJ) case management system from on premises to Tyler EJ cloud-hosted Software as a Service (SaaS.) This case management system is utilized by Superior, State, Magistrate, all judicial staff and Probate courts.

FINANCIAL

1. Estimated amount to be spent: \$736,527.00 (initial contract term)
\$4,318,715.00 (full contract term)
2. Projected amount to be spent previous contract period: N/A
3. Do total obligations agree with "Action Requested?" Yes No

4. Budgeted: Yes No

5. Contract name: Jennifer W. Monaghan Contact phone: 770-822-8184

6. Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount	% of Award Amount
2025	001	120000	28000001	50401304		\$736,527.00	17.06%
2026	001	120000	28000001	50401304		\$745,577.00	17.26%
2027	001	120000	28000001	50401304		\$870,618.00	20.16%
2028	001	120000	28000001	50401304		\$959,631.00	22.22%
2029	001	120000	28000001	50401304		\$1,006,362.00	23.3%

Sole Source Approval Form

Requesting Department: Clerk of Courts, Technical Services Division

Purchasing Associate: Chelsea Ward

Description of proposed procurement: Migration of existing Tyler Enterprise Justice (EJ) on-prem to Tyler EJ cloud-hosted Software as a Service (SaaS).

6/12/25
(DG)

Reason for sole source request: Tyler Technologies is the only source for cloud hosting of their EJ application. SaaS allows for better security, availability, scalability and disaster recovery than on-prem systems, County ITS will be moving their systems to the cloud over the next few years and the Clerk's office wants to be ahead of that initiative.

Sole Source Provider: Tyler Technologies

Additional cost/savings: Reduces on-prem infrastructure cost and resource consumption for county ITS

Benefits to the County: Improved access, reduced downtime, faster/cheaper scalability for growth. Evergreen, always on the latest version which improves security.

Anticipated annual expenditure: See Tyler Technologies Software as a Service Agreement Exhibit A: Investment Summary

Requested validity period: Until September 30, 2025

Ed Munday

Prepared By

Date

6/3/25

Tiana Garner

Department Director

Date

6/3/25

Holly Cafferata
Purchasing Director

Date

6/12/25

6/12/30
Expiration of approval

Please return to the Purchasing Division after completion. If an agenda request is required, the Purchasing Division will prepare the agenda request for placement on the _____ agenda for approval by the Board of Commissioners. Anticipated Agenda Date

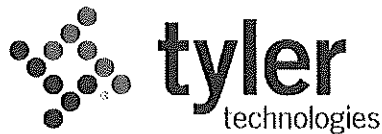


Exhibit A Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Software Fees					
SaaS Payments					
	Year 1	Year 2	Year 3	Year 4	Year 5
Annual SaaS Fees	\$807,369	\$847,737	\$890,124	\$934,631	\$981,362
Recurring Costs	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000
Migration Discount	-\$201,842	-\$127,161	-\$44,506	\$0	\$0
Net Annual SaaS Fees	\$630,527	\$745,577	\$870,618	\$959,631	\$1,006,362
SaaS Software					Annual Fees
Courts Modules:					\$807,369
Enterprise Case Manager					Included
Financial Management					Included
Document Management Bundle					Included
Electronic Signatures					Included
Record on Appeal Builder					Included
OCR Level II					Included
Case Manager Libraries (Integration Toolkit)					Included
Portal					Included
Index					Included
Judge Edition (Probate)					Included
Hosting					Included
Migration Discount					-\$201,842
Other Recurring Costs					
Enterprise Notifications (up to 100,000 text msgs annually)					\$25,000
Total Annual SaaS Fees (Year1)					\$630,527
Implementation Services					
Professional Services			Hours	Cost	
Project Service			240	\$46,800	
Technical Services			200	\$37,000	
Implementation Services			120	\$22,200	
Total Professional Services Costs				\$106,000	
Travel expenses will be billed as incurred according to Tyler's standard business travel policy.					
<ul style="list-style-type: none"> • Tyler has included up to 1,000 users. • Includes one production and three non-production environments. • Document storage is limited to 10TB. Additional TB storage may be purchased at \$1,300 per TB. 					

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:
20250559	20240649

Grants Public Hearing

Department:	Correctional Services	Date Submitted:	05/27/2025
Working Session:	07/15/2025	Business Session:	07/15/2025
Submitted By:	Purchasing - Brandi Cantie - CW	Public Hearing:	
Agenda Type	Approval	Multiple Depts?	No
Item of Business:	Locked by Purchasing		No

to renew RP019-23, provision of inmate commissary services on an annual contract (August 2, 2025 through August 1, 2026), with Keefe Commissary Network, LLC, estimated revenue \$130,000.00.

Attachments	Summary Sheet, Justification Letter
-------------	-------------------------------------

Authorization:	Chairwoman's Signature?	No
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Staff Recommendation	Approval
BAC Action:	
Department Head	djohnson (6/11/2025)
Attorney	mcintron (7/1/2025)

Agenda Purpose Only

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	Corrections Inmate	*	\$130,000	brainey (6/30/2025)

Finance Comments	*The anticipated revenue of \$54,600 is included in the FY2025 revenue estimates. For FY2026, \$75,400 is subject to budget approval.	FinDir's Initials
		raroyal (6/30/2025)

Budget Adjust Grand Jury

County Clerk Use Only		PH was Held? <input type="checkbox"/>
Working Session	<input type="text"/>	<div style="border: 1px solid black; padding: 5px; min-height: 100px;">No Action Taken</div>
Action	<input type="text" value="New Item"/>	
Tabled	<input type="text"/>	
Motion	<input type="text"/>	
2nd by	<input type="text"/>	

SUMMARY – RP019-23
Provision of Inmate Commissary Services on an Annual Contract

PURPOSE:	A revenue-based service that provides automated commissary management services to inmates housed in the Gwinnett County Comprehensive Correctional Complex.
LOCATION:	Gwinnett County Comprehensive Correctional Complex
ESTIMATED REVENUE:	\$130,000.00 anticipated revenue 50% commission
PREVIOUS CONTRACT AWARD AMOUNT:	\$125,000.00 revenue
REVENUE FROM PREVIOUS CONTRACT:	\$134,139.00 revenue
UNIT PRICE INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):	0%
NUMBER OF BIDS/PROPOSALS DISTRIBUTED:	N/A
NUMBER OF RESPONSES:	N/A
PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) IF YES, NUMBER OF FIRMS REPRESENTED:	N/A
REASONS FOR LIMITED RESPONSE (IF RELEVANT):	N/A
RENEWAL OPTION NUMBER:	This is renewal option two (2) of four (4).
MARKET PRICES COMPARISON (FOR RENEWALS):	This proposal was awarded based on various evaluation criteria; therefore, an analysis on cost alone cannot be obtained.
CONTRACT TERM:	August 2, 2025 through August 1, 2026

COMMENTS:



MEMORANDUM

TO: Chelsey Ward
Purchasing Associate II

THROUGH: Darrell Johnson, Warden *DJ*
Department of Corrections

FROM: Darlesa Barron, Business Manager *AWB*
Department of Corrections

SUBJECT: Recommendation to Renew RP019-23
Provision of Inmate Commissary Services on an Annual Contract

DATE: May 12, 2025

REQUESTED ACTION

The Department of Corrections recommends renewal of the above referenced contract with Keeffe Commissary Network, LLC in the amount of \$130,000.00.

DESCRIPTION

The purpose of this contract is to provide automated banking and commissary management services to inmates housed in the Comprehensive Correctional Complex. Revenues from the sales proceeds are used solely for the benefit of the inmates.

FINANCIAL

- 1. Estimated amount to be earned: \$130,000.00
- 2. Projected amount to be earned from previous contract period: \$134,139.00
- 3. Do total obligations agree with "Action Requested"? Yes No
- 4. Budgeted: Yes No
- 5. Contact name: Darlesa Barron Contact phone: 678-407-6050
- 6. Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount	% of Award Amount
2025	085	114002	22020001	40731003		\$54,600.00	42%
2026	085	114002	22020001	40731003		\$75,400.00	58%
Total						\$130,000.00	100%

Transfer Required: Yes No

If Yes, transfer from:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20250647	20240692		
Department:	Elections	Date Submitted:	06/11/2025
Working Session:	07/15/2025	Business Session:	07/15/2025
Submitted By:	Purchasing – Katie Maldonado – JC	Public Hearing:	
Agenda Type	Approval	Multiple Depts?	No
Item of Business:	Locked by Purchasing <input type="checkbox"/> No		
to renew BL117-23, provision of commercial moving services on an annual contract (September 20, 2025 through September 19, 2026), with Suddath Relocation Systems of Atlanta, Inc., base bid \$313,560.00.			
Attachments	Summary Sheet, Justification Letter		
Authorization: Chairwoman's Signature?	<input type="checkbox"/> No		
Staff Recommendation	Approval		
BAC Action:			
Department Head	zemanifold (6/11/2025)		
Attorney	mfwilson (7/1/2025)		
Agenda Purpose Only			

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	General	*	\$313,560	brainey (6/30/2025)
Finance Comments	*The current balance in Professional Services is checked as services are provided. For FY2025, \$104,520 is allocated. For FY2026, \$209,040 is subject to budget approval.			FinDir's Initials
				raroyal (6/30/2025)

Budget Adjust Grand Jury

County Clerk Use Only		PH was Held? <input type="checkbox"/>
Working Session	<input type="text"/>	<div style="border: 1px solid black; padding: 5px; min-height: 100px;">No Action Taken</div>
Action	<input type="text" value="New Item"/>	
Tabled	<input type="text"/>	
Motion	<input type="text"/>	
2nd by	<input type="text"/>	

SUMMARY – BL117-23
Provision of Commercial Moving Services on an Annual Contract

PURPOSE:	This contract provides services needed to move election equipment stored at the Gwinnett County Voter Registrations & Elections Division to and from polling sites throughout the County.
LOCATION:	Various locations throughout Gwinnett County
AMOUNT TO BE SPENT:	\$313,560.00
PREVIOUS CONTRACT AWARD AMOUNT:	\$418,080.00
AMOUNT SPENT PREVIOUS CONTRACT:	\$418,080.00
UNIT PRICE INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):	0%
NUMBER OF BIDS/PROPOSALS DISTRIBUTED:	N/A
NUMBER OF RESPONSES:	N/A
PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) IF YES, NUMBER OF FIRMS REPRESENTED:	N/A
REASONS FOR LIMITED RESPONSE (IF RELEVANT):	N/A
RENEWAL OPTION NUMBER:	This is renewal option two (2) of four (4).
MARKET PRICES COMPARISON (FOR RENEWALS):	An analysis reveals that pricing is comparable to current market conditions.
CONTRACT TERM:	September 20, 2025 through September 19, 2026

COMMENTS:



WINNETT COUNTY/CONDADO DE WINNETT
 VOTER REGISTRATIONS AND ELECTIONS DIVISION
 DIVISIÓN DE INSCRIPCIÓN DE ELECTORES Y ELECCIONES

Beauty P. Baldwin Building
 455 Grayson Highway, Suite 200 | Lawrenceville, GA 30046
 O: 678.226.7210 | F: 678.226.7208
 GwinnettCounty.com | GwinnettElections.com

TO: Jenny Coleman
 Purchasing Associate II

FROM: Zachary Manifold *Zachary Manifold*
 Elections Supervisor, Voter Registrations and Elections Division

SUBJECT: Recommendation to Renew BL117-23, Provision of Commercial Moving Services on an Annual Contract

DATE: May 12, 2025

REQUESTED ACTION

The Gwinnett County Voter Registrations and Elections (VRE) Division recommends the renewal of the above referenced contract to Suddath Relocation Systems of Atlanta, Inc., in the amount of \$313,560.00.

DESCRIPTION

This contract provides services needed to move election equipment stored at the Gwinnett County Voter Registrations & Elections Division to and from polling sites throughout the county.

FINANCIAL

- Estimated amount to be spent: \$313,560.00
- Projected amount spent during the previous contract period: \$418,080.00.
- Do total obligations agree with "Action Requested"? Yes X No
- Budgeted: Yes X No
- Contact Name: Zach Manifold Contact Phone: 678.226.7234.
- Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	Amount	% of Award Amount
2025	001	135000	45000001	50401201	\$104,520.00	33.33%
2026	001	135000	45000001	50401201	\$209,040.00	66.67%
Total					\$313,560.00	100.0%

Transfer Required: Yes No X

If yes, transfer from:					
Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	Amount

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20250624			
Department:	Financial Services	Date Submitted:	06/09/2025
Working Session:	07/15/2025	Business Session:	07/15/2025
Submitted By:	tmwilliams	Public Hearing:	
Agenda Type	Approval/authorization	Multiple Depts?	
Item of Business:		Locked by Purchasing	No
of the May 31, 2025 Monthly Financial Status Report and ratification of all budget amendments.			
Attachments	May 31, 2025 Monthly Financial Report, Financial Supplement		
Authorization: Chairwoman's Signature?	No		
Staff Recommendation	Approval		
BAC Action:			
Department Head	raroyal (7/7/2025)		
Attorney	grschroff (7/9/2025)		
Agenda Purpose Only			

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	Various	*	*	brainey (7/9/2025)
Finance Comments	*The financial status report recognizes all County budget adjustments through May 2025.			FinDir's Initials
				raroyal (7/9/2025)

Budget Adjust Grand Jury

County Clerk Use Only		PH was Held? <input type="checkbox"/>
Working Session	<input type="text"/>	No Action Taken Vote
Action	<input type="text" value="New Item"/>	
Tabled	<input type="text"/>	
Motion	<input type="text"/>	
2nd by	<input type="text"/>	



Gwinnett
Financial Services

MONTHLY
FINANCIAL
STATUS
REPORT

FOR THE PERIOD ENDED
MAY 31, 2025
(UNAUDITED)

GWINNETT COUNTY
GEORGIA

www.gwinnettcounty.com



MEMORANDUM

TO: Nicole L. Hendrickson, Chairwoman
District Commissioners
Glenn Stephens, County Administrator
Buffy Rainey, Deputy County Administrator/CFO

FROM: Russell Royal
Director of Financial Services

DATE: June 20, 2025

SUBJECT: Monthly Financial Report for the Period Ended May 31, 2025

This report, which includes unaudited information through the fifth month of fiscal year 2025, is prepared by the Department of Financial Services as a summary of revenues and expenses for all County operating funds. The primary purpose of this monthly report is to provide timely information regarding year-to-date financial performance.

This report includes:

Executive Summary	Page 2
General Fund	Page 3
Service District Funds	Page 6
Water & Sewer Operating Fund	Page 9
Administrative Support Fund	Page 10
Recurring Items	Page 11
Financial Report	Page 12
Budget Adjustments by Fund Schedule	Page 59

EXECUTIVE SUMMARY

2026 Budget Preparation

Departments submitted their capital budget requests, including technology budgets and Capital Improvement Plan budgets, and the capital review committee convened on June 9 to begin the evaluation process. Departments are currently developing their fiscal year 2026 operating budgets and will submit them in June.

Assessment Notices

The Gwinnett County Board of Assessors mailed Annual Notices of Assessment for residential and commercial real property as well as for personal property such as boats, airplanes, and business equipment on May 23, 2025. Legislation in 2025 created a new standardized state-wide assessment notice that now includes estimated rollback rates for the cities, school board, and county for the current tax year. The estimated rollback rate is defined as the current year's estimated millage rate for general maintenance and operations minus the millage equivalent of the total net assessed value added by reassessments. The annual Notice of Assessment is not a tax bill. The actual tax bills, which will be due in the fall, will be based on tax rates set by the Board of Commissioners, the cities, and the Board of Education later this year. Property owners will have 45 days from the date of the notice to appeal their values if they choose to do so. For information about the appeals process, visit www.gwinnett-assessor.com.

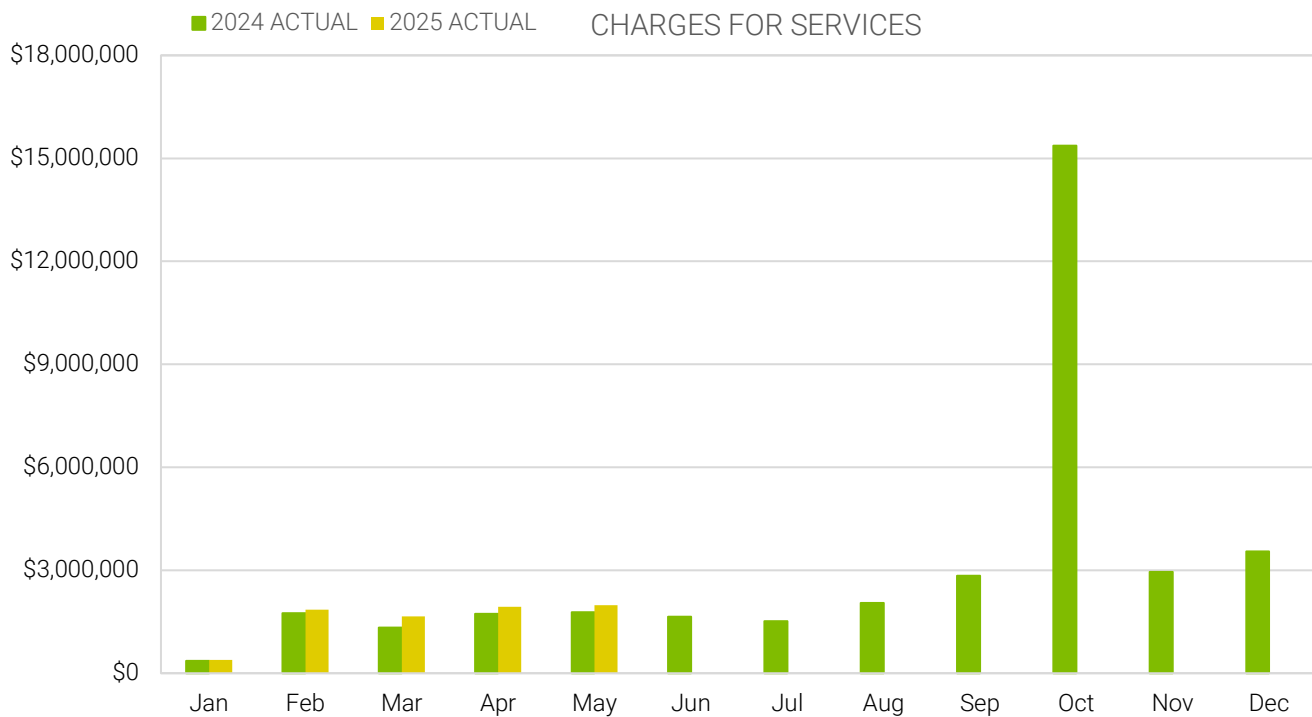
Actuarial Reports on the Defined Benefit Pension and Other Post-Employment Benefit Plans

The County's actuarial firm, Cavanaugh Macdonald Consulting, LLC, recently completed reports on the County's Defined Benefit Pension and Other Post-Employment Benefits Plans. As of January 1, 2025, the DB Pension Plan is funded at 82 percent, which is up from last year's funded level of 77 percent, and the County's OPEB Plan is funded at 103 percent, which is up from last year's funded level of 94 percent. The County's continued efforts to fund long-term liabilities like the Pension and OPEB Plans, while also balancing the budget in the current fiscal year, demonstrates a commitment to prudent financial planning now and in the future.

GENERAL FUND (PAGE 12)

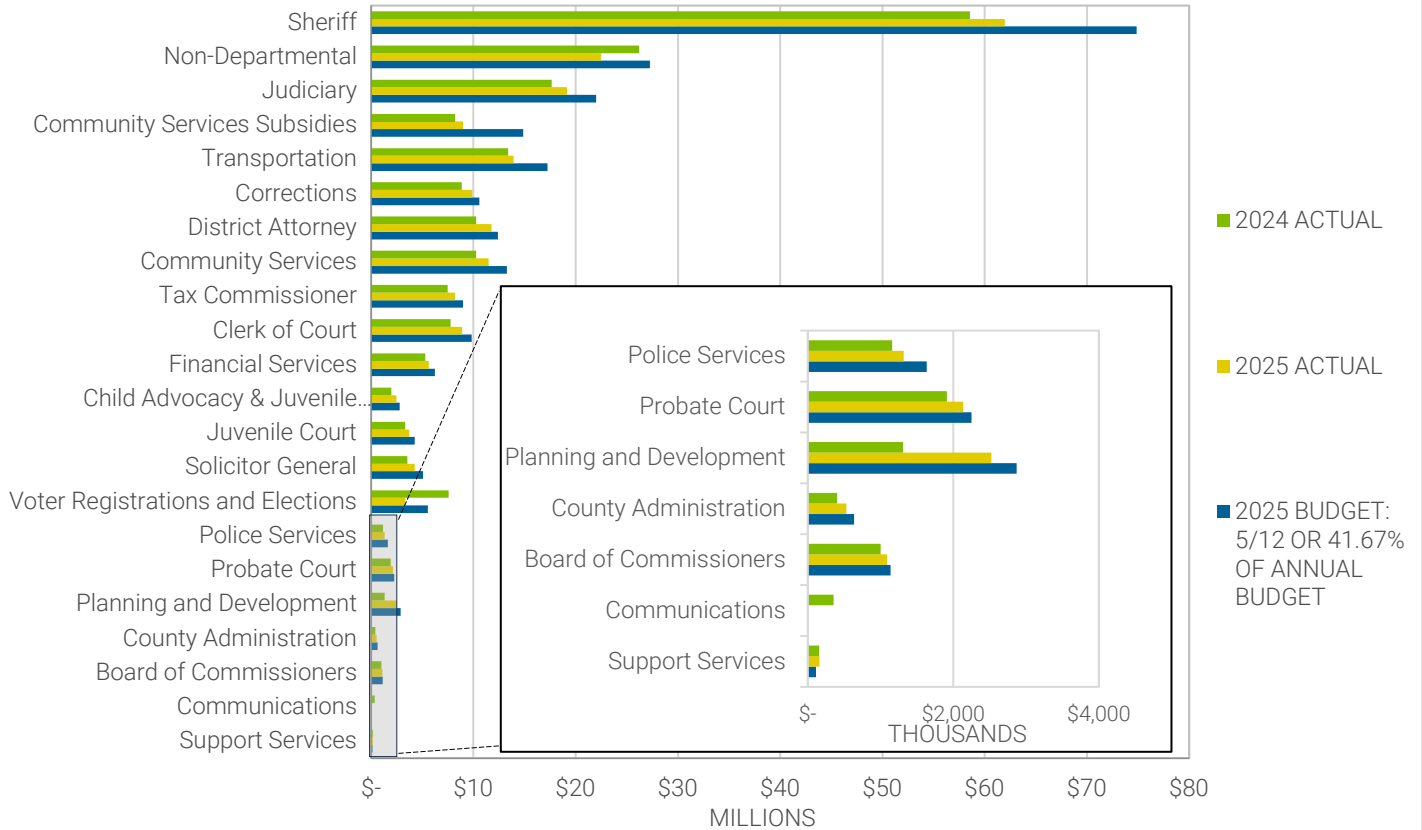
The General Fund accounts for all County revenues and expenses not restricted to or accounted for in other funds. The County's General Fund supports services that benefit stakeholders, businesses, and residents countywide, such as sheriff, jail, courts, correctional facility, tax commissioner, community services, transportation, and elections.

The main revenue source for the General Fund is property taxes. Further discussion on property taxes can be found in the Recurring Items section. Charges for Services is another major revenue category in the General Fund. The main sources of revenue in this category are tax commissions related to property taxes, judicial services, and school and summer youth programs.



As seen in the chart, last year there were significant increases in monthly collections around the property tax due date of October 15, 2024. January receipts were much lower than in other months. This is because most of January's collections were for prior year services and were recorded in the prior year. Charges for Services through May are up approximately \$860,000, or 12 percent, when compared to the same time last year. This is primarily due to a rise in civil court case filings.

GENERAL FUND
BUDGET VS. ACTUAL BY DEPARTMENT
MAY 2024- 2025 YTD EXPENDITURES



Sheriff expenses are approximately \$3.4 million higher compared to last year, primarily due to fewer vacancies and higher salaries. Vacant positions decreased from 301 in 2024 to 254 in 2025. The increase in expenses is partially offset by reduced professional services expenses after completing the inmate transport contract in March of 2024. Although expenses are up, they are under budget by approximately \$12.9 million, or 17 percent, due to personnel vacancies and inmate medical expenses which are paid in arrears.

Non-Departmental expenses are approximately \$3.7 million lower in comparison to 2024. This is primarily due to paused contributions to capital beginning in May and a planned decrease in contributions to local transit related to the discontinuation of the commuter bus service. Additionally, they are under budget by approximately \$4.8 million primarily due to an adjustment to the timing of contributions to capital.

Judiciary expenses are approximately \$1.5 million higher than last year, primarily due to increases in personnel costs, professional services, and indigent defense attorney fees. However, they are under budget by approximately \$2.8 million, or 13 percent, primarily due to a change in budgeting process for indigent defense, court reporters, and interpreters and personnel vacancies, which have increased from 149 vacant positions in 2024 to 157 in 2025.

Community Services Subsidies are approximately \$841,000 higher than last year, primarily due to increases to subsidies including Libraries, Board of Health, Department of Family and Children’s Services, and Homelessness Prevention. However, they are under budget by approximately \$5.9 million due to the timing of this year’s quarterly payment schedule.

Clerk of Court expenses are approximately \$1.1 million higher than last year, primarily due to personnel costs, supplier invoices for license support agreements, and the timing of professional service contracts. The increase in personnel costs is related to reduced vacancies, pay-for-performance, market adjustments, and new positions. There are five fewer vacant positions this year compared to last year.

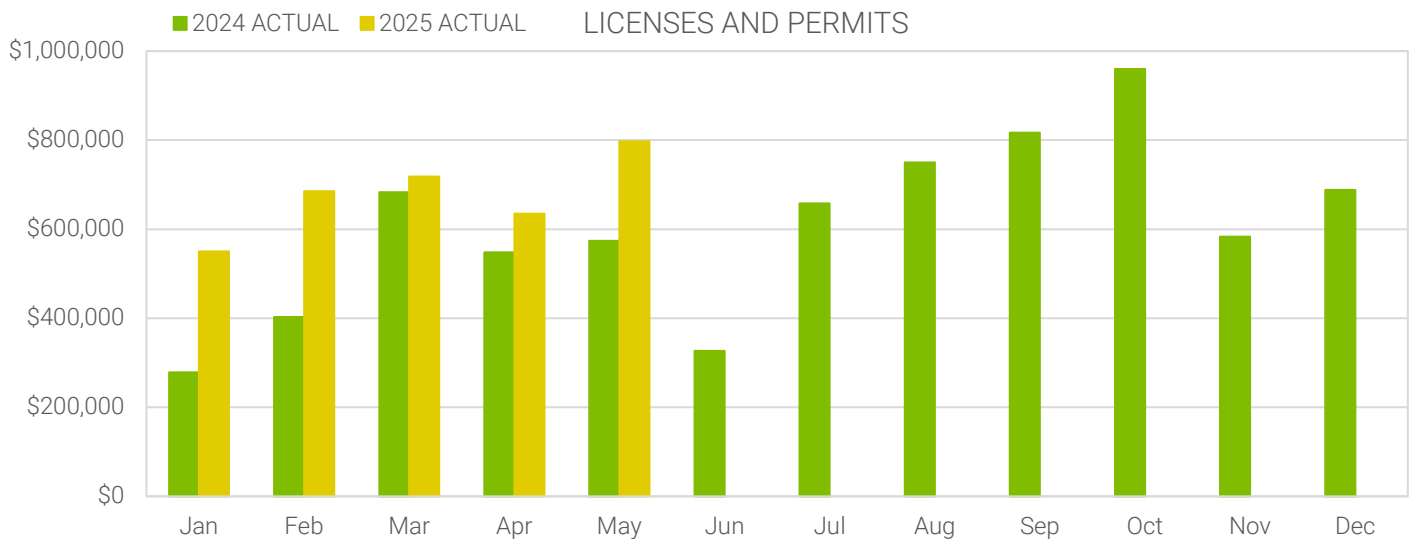
Voter Registrations and Elections expenses are approximately \$4.2 million lower in comparison to 2024, due to 2024 being an election year. Additionally, current expenses are under budget by approximately \$2.2 million, or 39 percent, due to the Georgia Public Service Commissioner special elections, which will be held later this year.

Communications has no current year expenses due to the transition of the Community Outreach Division to Community Services in January 2025.

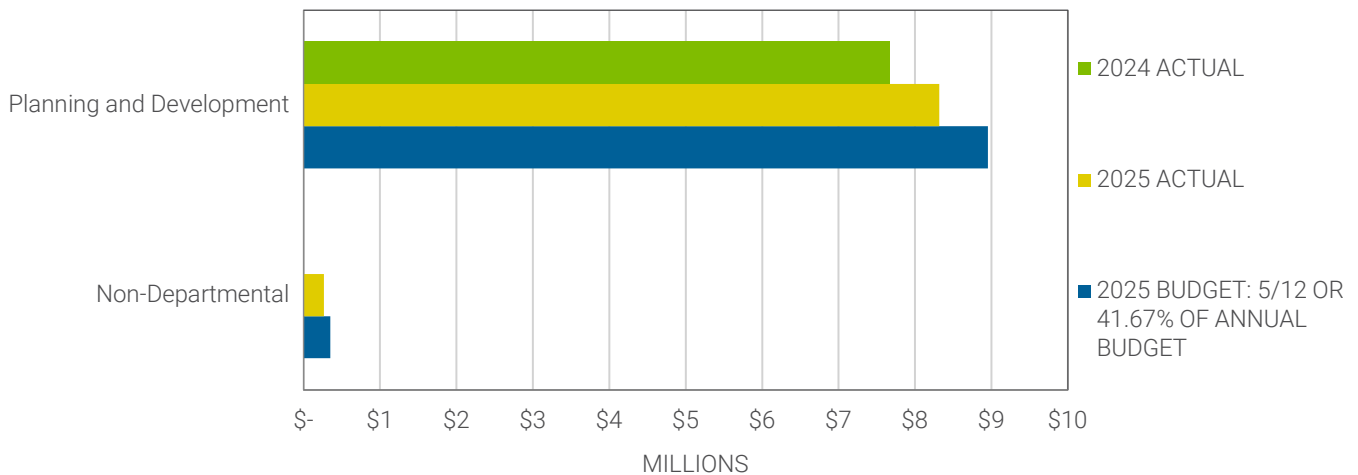
DEVELOPMENT & ENFORCEMENT SERVICES DISTRICT FUND (PAGE 14)

The County is responsible for providing short-term planning and code enforcement services within the Development and Enforcement Services District. This district includes all properties within unincorporated Gwinnett County.

The main revenue source for the Development and Enforcement Services District fund is property taxes. Further discussion on property taxes can be found in the Recurring Items section. Licenses and Permits is another major revenue category in this fund and is shown in the chart below. When compared to the same time last year, Licenses and Permits revenue is up approximately \$899,000. This increase is the result of needed changes in the fee schedule and to comply with 2024 legislation, adjusting new construction fixed cost per square foot to a valuation cost method.



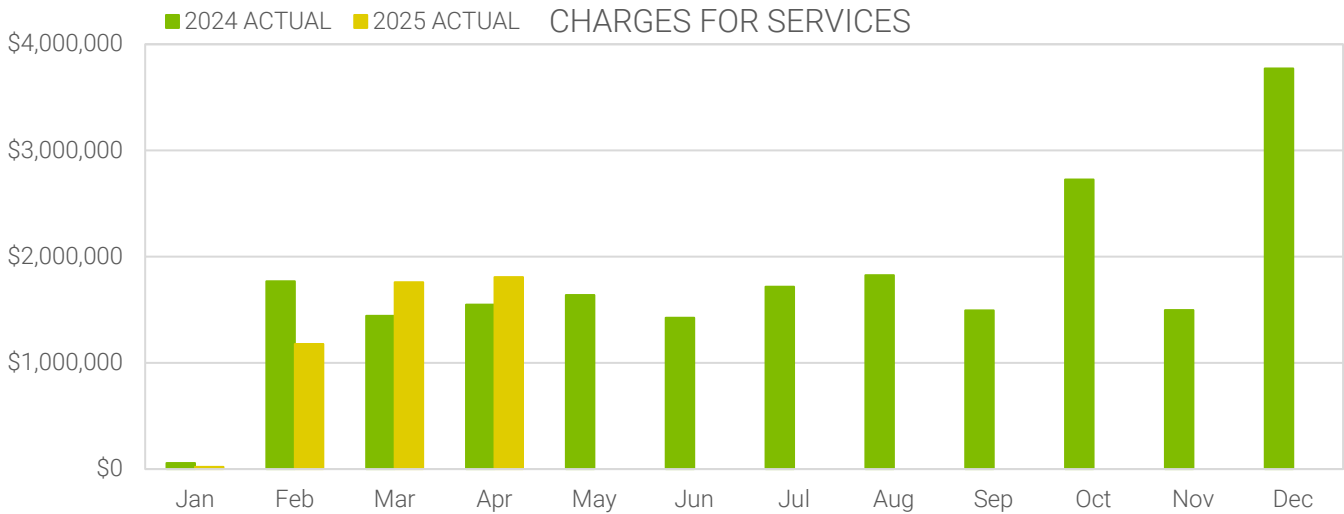
DEVELOPMENT AND ENFORCEMENT SERVICES DISTRICT FUND
BUDGET VS. ACTUAL BY DEPARTMENT
MAY 2024– 2025 YTD EXPENDITURES



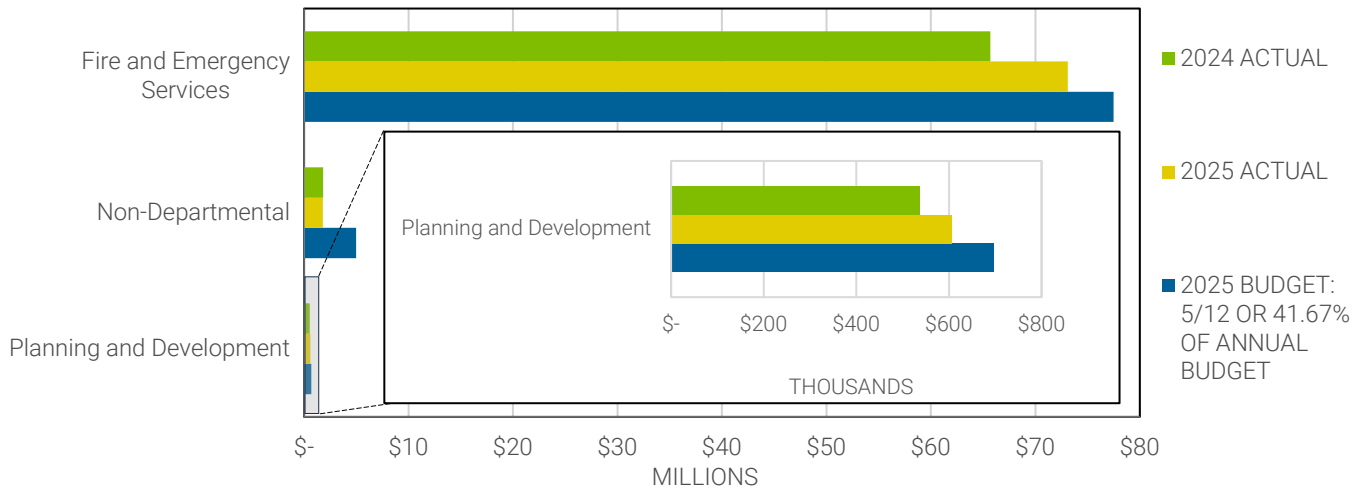
FIRE AND EMERGENCY MEDICAL SERVICES DISTRICT FUND (PAGE 15)

Gwinnett County is responsible for providing fire and emergency medical protection within the Fire and Emergency Medical Services District. This district includes all properties within unincorporated Gwinnett County and all cities except Loganville. The City of Loganville operates its own fire department, but residents and businesses continue to receive County-provided emergency medical services.

The main revenue source for the Fire and Emergency Medical Services District fund is property taxes. Further discussion on property taxes can be found in the Recurring Items section. Charges for Services is another major revenue category in this fund and is shown in the chart below. Year-to-date Charges for Services revenue stayed consistent when compared to the same time last year.



FIRE AND EMERGENCY MEDICAL SERVICES DISTRICT FUND
BUDGET VS. ACTUAL BY DEPARTMENT
MAY 2024 – 2025 YTD EXPENDITURES

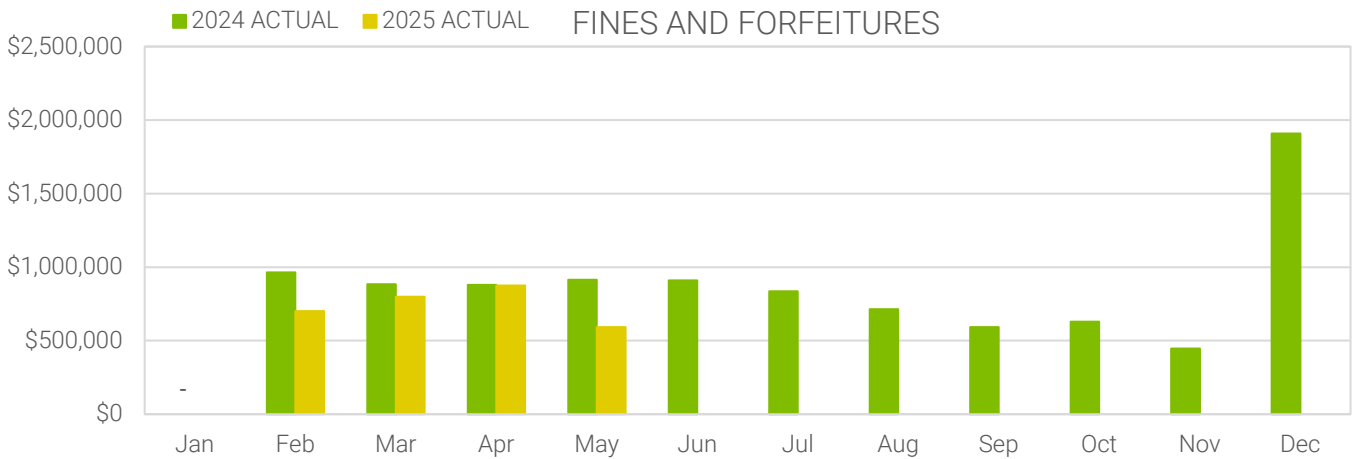


Fire and Emergency Services expenses are approximately \$7.4 million higher than last year, primarily due to fewer vacancies and higher salaries. Vacant positions decreased from 152 in 2024 to 54 in 2025.

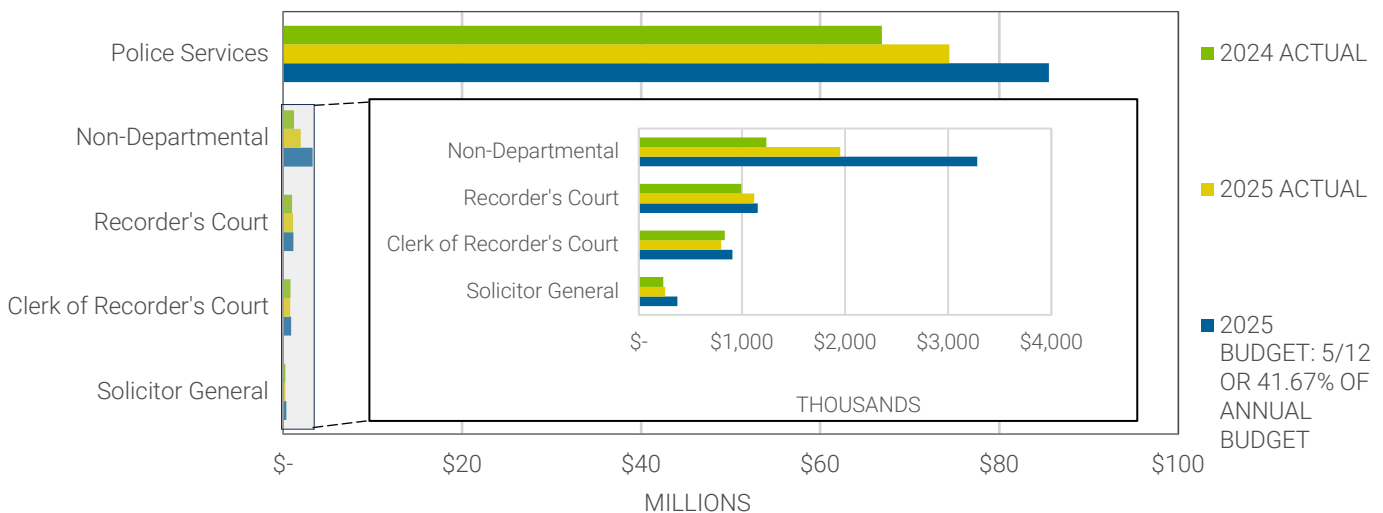
POLICE SERVICES DISTRICT FUND (PAGE 17)

Gwinnett County is responsible for providing police protection within the Police Services District. This district includes all properties within unincorporated Gwinnett County and cities that do not operate their own police departments (Berkeley Lake, Buford, Grayson, Dacula, Mulberry, Peachtree Corners, Rest Haven, and Sugar Hill).

The main revenue source for the Police Services fund is property taxes. Further discussion on property taxes can be found in the Recurring Items section. Fines and Forfeitures is another major revenue category for this fund and is shown in the chart below. Fines and Forfeitures revenue through May is down approximately \$677,000, or 19 percent, compared to the same period last year. This is primarily due to a decrease in collections from the success of the school zone automated speed detection program, which shows drivers are being more cautious.



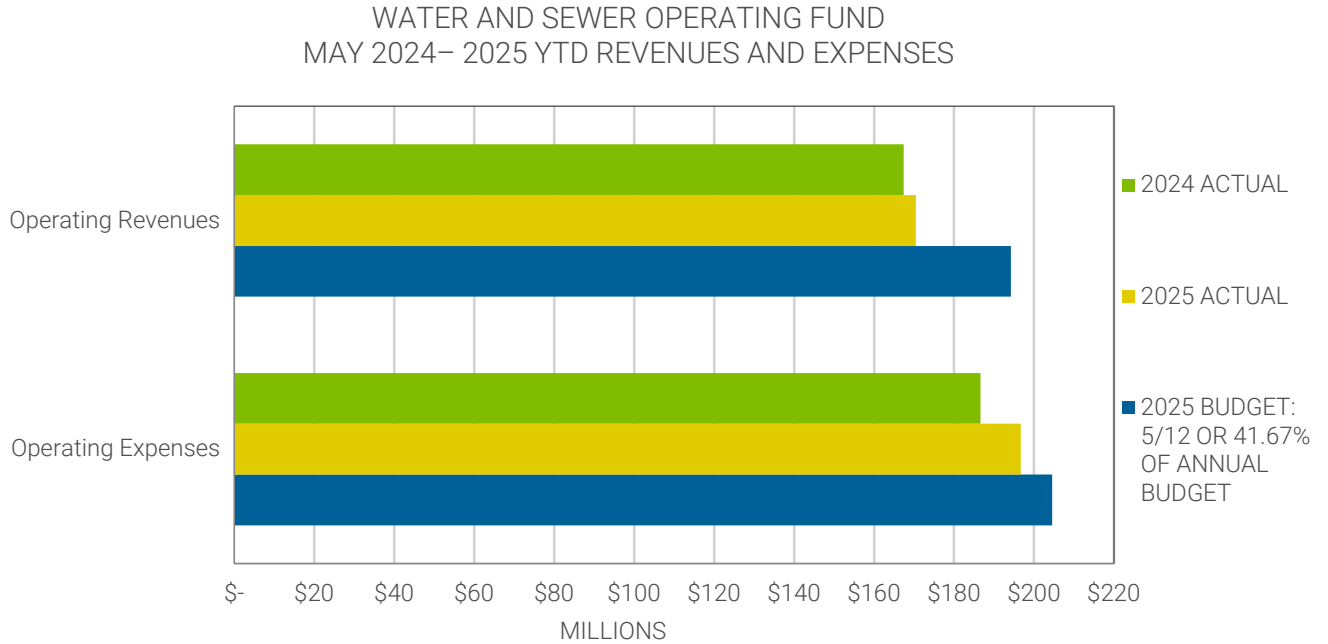
POLICE SERVICES DISTRICT FUND
BUDGET VS. ACTUAL BY DEPARTMENT
MAY 2024- 2025 YTD EXPENDITURES



Police Services expenses are approximately \$7.5 million, or 11 percent, higher than the prior year primarily due to increased personnel costs related to reduced vacancies, pay-for-performance, and market adjustments. Vacant positions decreased from 263 positions in 2024 to 216 positions in 2025. Additionally, expenses are higher than the prior year due to the timing of the license support agreement for body cameras. However, Police is under budget by approximately \$11.1 million due to personnel vacancies and professional services costs.

WATER & SEWER OPERATING FUND (PAGE 52)

The Water and Sewer Operating Fund supports the operation, maintenance, and capital improvement of the water and sewer system.



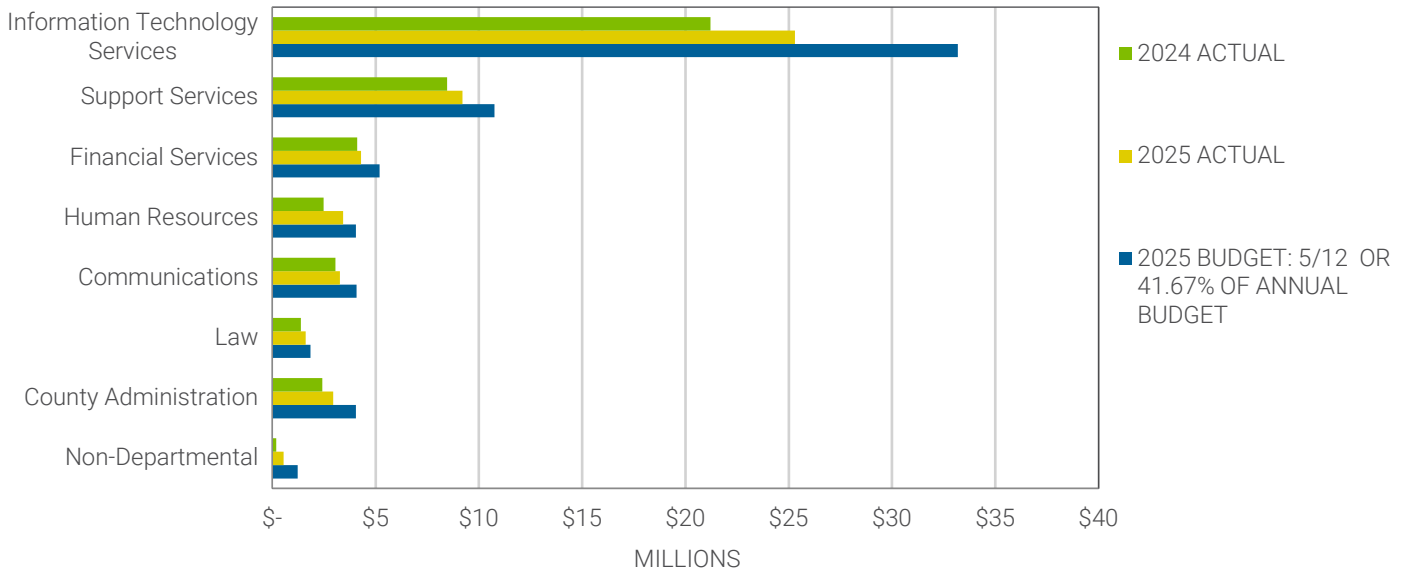
Year-to-date Water and Sewer Operating Fund revenues are up \$3.1 million compared to last year. This is primarily attributable to Charges for Services, which reflect a 4.5 percent increase in water and sewer rates.

Year-to-date, Water and Sewer Operating Fund expenses are up approximately \$10.1 million, or 5 percent, compared to last year. The increase is primarily due to an increase in capital contributions, personnel costs, and professional services. However, expenses in the Water and Sewer Operating Fund are approximately \$7.8 million under budget primarily due to underutilization in areas such as professional services, industrial repairs, chemicals and personnel services.

ADMINISTRATIVE SUPPORT FUND (PAGE 53)

The Administrative Support Fund accounts for the activities of all central support departments: Communications, County Administration (excluding Gwinnett Clean & Beautiful, Internal Audit, and Voter Registrations and Elections), Financial Services (excluding the Tax Assessor), Human Resources, Information Technology Services, Law, and Support Services. These activities are funded by indirect cost charges to all other funds receiving benefits.

ADMINISTRATIVE SUPPORT FUND
BUDGET VS. ACTUAL BY DEPARTMENT
MAY 2024- 2025 YTD EXPENSES

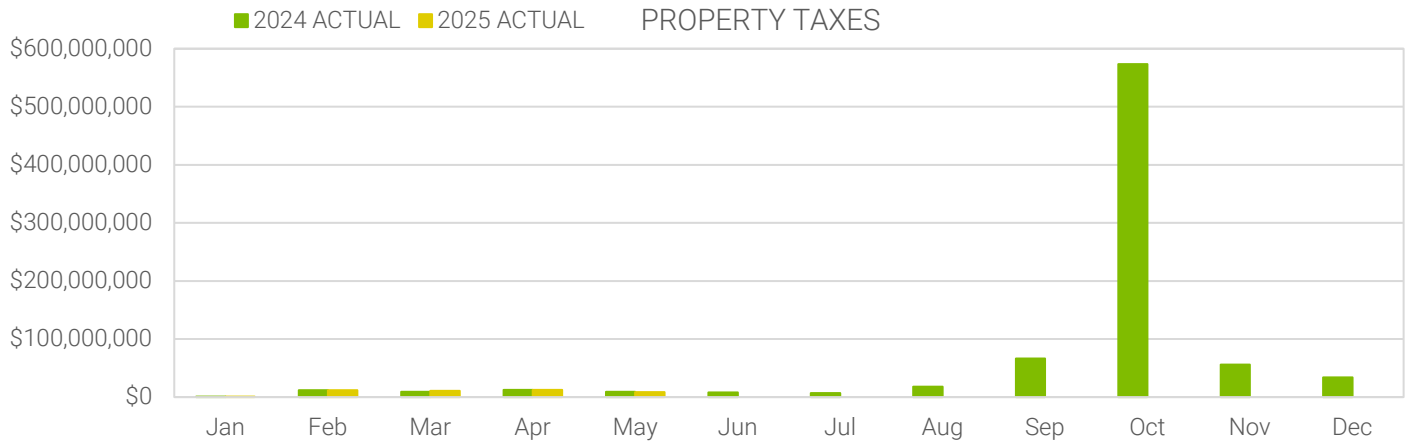


Information Technology Services expenses for May are up approximately \$4.1 million, or 19 percent, compared to last year. This is primarily due to increases in license and support agreements and personnel costs. However, expenses are approximately \$7.9 million under budget. This variance is primarily attributable to lower expenses in areas such as license and support agreements, technological outsourced services, and computer supplies, which are expected to increase later in the year.

RECURRING ITEMS

Property Taxes

The County collects property taxes in the fall to fund services for the current year. Therefore, the funds that are primarily supported by property taxes will show revenues below budget until then. Those funds are General, Development & Enforcement, Fire & EMS, Police, Recreation, and Economic Development Tax Funds. Some special assessments are also included on property tax bills. Those collections are reflected in the Speed Hump, Street Lighting, and Stormwater Funds.



The chart above shows the monthly collections of property taxes across all funds. The chart shows most property taxes were collected around the due date of October 15, 2024. Please note that January has lower receipts than other months, and its bars are barely visible. This is typical, as most collections in January are for the prior year's property taxes and are recorded in the previous year. Property Taxes through May are up approximately \$752,000 when compared to the same time last year mainly due to settling 2024 property assessment appeals.

Tax Digest Adjustment

In May, the Board of Assessors approved adjustments to the tax digest that resulted in a net decrease of approximately \$43.9 million for tax years 2018 through 2024. These adjustments include a net decrease of approximately \$33.2 million in real property assessed values and a net decrease of approximately \$10.8 million in personal property assessed values. The majority of the adjustments are from appeal resolutions related to tax year 2023 superior court decisions.

Investment Income

Short-term interest rates dropped late in 2024 due to rate cuts by the Federal Reserve Bank, and short-term investments are earning less income compared to 2024 as a result. Tax-related funds have a higher allocation to short-term investments and are experiencing a more significant drop in income compared to other funds. Some funds also saw an impact to investment revenue due to a decrease in total deposits available to invest. Across all funds, investment revenue is down \$2.1 million year-over-year. However, year-to-date revenue is trending ahead of budget because rate cuts were anticipated and were incorporated into 2025 budgets.

YTD FINANCIAL REPORT 2025 | GWINNETT COUNTY

General Fund (001)

The General Fund is the primary tax and operating fund for all County revenues and expenditures that are not accounted for in other funds.

	FY 2025			% Actual to Current Budget	FY 2024	
	2025 Adopted Budget	Current Annual Budget as of 05/31/2025	Actuals YTD as of 05/31/2025		Actuals YTD as of 05/31/2024	% Actual to 05/31/2024 Budget
Fund Balance January 1	\$ 226,205,300	\$ 226,205,300	\$ 226,205,300			
Revenues:						
Taxes	\$ 500,486,112	\$ 500,486,112	\$ 58,038,036	11.60%	\$ 59,340,434	12.98%
Licenses and Permits	5,385,122	5,385,122	1,635,473	30.37%	1,826,709	34.60%
Intergovernmental	4,145,474	4,145,474	1,639,726	39.55%	1,222,026	29.36%
Charges for Services	38,882,231	38,882,231	7,798,428	20.06%	6,938,630	20.02%
Fines and Forfeitures	3,094,270	3,094,270	1,111,135	35.91%	1,174,933	37.33%
Investment Income	5,908,000	5,908,000	2,873,268	48.63%	4,131,095	85.60%
Contributions and Donations	108,650	108,650	6,147	5.66%	7,482	7.06%
Miscellaneous	2,021,279	2,021,279	1,233,981	61.05%	1,167,580	63.66%
Other Financing Sources	-	-	183,797	-	13,210	-
Revenues without Use of Fund Balance	560,031,138	560,031,138	74,519,991	13.31%	75,822,099	14.83%
Use of Fund Balance	25,308,640	25,308,640	-	0.00%	-	0.00%
TOTAL REVENUES	\$ 585,339,778	\$ 585,339,778	\$ 74,519,991	12.73%	\$ 75,822,099	13.78%
Appropriations:						
Board of Commissioners	\$ 2,724,968	\$ 2,724,968	\$ 1,087,068	39.89%	\$ 1,001,325	40.41%
Communications	-	-	-	-	351,987	28.95%
County Administration	1,519,864	1,519,864	531,914	35.00%	403,928	26.97%
Financial Services	14,979,047	14,979,047	5,643,649	37.68%	5,305,157	37.93%
Tax Commissioner	21,564,614	21,564,614	8,212,835	38.08%	7,467,189	38.04%
Transportation	41,404,644	41,404,644	13,923,605	33.63%	13,403,876	34.90%
Planning and Development	6,883,534	6,883,534	2,520,873	36.62%	1,306,608	32.21%
Police Services	3,919,979	3,919,979	1,315,708	33.56%	1,158,506	28.01%
Corrections	25,375,381	25,375,381	9,885,748	38.96%	8,850,840	36.33%
Community Services	31,879,764	31,879,764	11,479,730	36.01%	10,278,666	37.13%
Community Services Subsidies:						
Atlanta Regional Commission	1,216,534	1,216,534	608,267	50.00%	599,327	46.26%
Board of Health	3,345,000	3,345,000	836,250	25.00%	625,000	25.00%
Coalition for Health & Human Services	235,088	235,088	58,772	25.00%	58,772	25.00%
Dept of Family & Children's Services	660,638	660,638	165,160	25.00%	-	0.00%
Food Insecurity	150,000	150,000	-	0.00%	111	0.07%
Forestry	7,358	7,358	7,358	100.00%	7,358	100.00%
Healthcare Initiative	650,000	650,000	-	0.00%	-	0.00%
Homelessness Prevention	1,012,300	1,012,300	253,075	25.00%	91,044	18.21%
Library In-House Services	1,352,184	1,352,184	290,394	21.48%	296,529	22.46%
Library Subsidy	25,619,802	25,619,802	6,404,951	25.00%	6,104,951	25.00%
Mental Health	1,443,341	1,443,341	360,835	25.00%	360,835	25.00%
Total Community Services Subsidies	35,692,245	35,692,245	8,985,061	25.17%	8,143,927	24.62%
Voter Registrations and Elections	13,321,547	13,321,547	3,359,737	25.22%	7,584,779	33.98%
Juvenile Court	7,866,919	10,206,919	3,718,124	36.43%	3,334,289	41.08%

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General Fund (001)

The General Fund is the primary tax and operating fund for all County revenues and expenditures that are not accounted for in other funds.

	FY 2025			% Actual to Current Budget	FY 2024	
	2025 Adopted Budget	Current Annual Budget as of 05/31/2025	Actuals YTD as of 05/31/2025		Actuals YTD as of 05/31/2024	% Actual to 05/31/2024 Budget
Child Advocacy & Juvenile Services	6,693,787	6,693,787	2,489,580	37.19%	1,972,203	34.95%
Sheriff	179,652,962	179,652,962	61,977,866	34.50%	58,572,852	35.81%
Clerk of Court	23,623,860	23,623,860	8,888,493	37.63%	7,765,290	36.80%
Judiciary	40,449,669	52,824,669	19,163,975	36.28%	17,640,884	44.10%
Probate Court	5,115,335	5,400,335	2,135,168	39.54%	1,908,790	40.23%
District Attorney	29,771,110	29,771,110	11,768,259	39.53%	10,275,464	38.81%
Solicitor General	12,167,072	12,167,072	4,271,749	35.11%	3,552,272	33.86%
Support Services	272,500	272,500	159,865	58.67%	158,081	58.87%
Non-Departmental:						
Contingency	2,071,000	1,957,996	-	0.00%	-	0.00%
Contribution to Airport	116,750	116,750	48,646	41.67%	10,417	41.67%
Contribution to Capital	38,601,436	38,601,436	12,867,145	33.33%	15,659,181	41.67%
Contribution to Local Transit	14,800,000	14,800,000	6,166,409	41.66%	7,334,167	41.67%
Gwinnett Hospital Authority	1,000,000	1,000,000	1,000,000	100.00%	1,000,000	100.00%
Medical Examiner	2,388,333	2,388,333	751,277	31.46%	727,767	36.25%
Partnership Gwinnett	500,000	500,000	-	0.00%	-	0.00%
Pauper Burial	150,000	150,000	45,400	30.27%	42,800	24.46%
Reserves - Compensation	1,658,000	1,658,000	-	0.00%	-	0.00%
Reserves - Indigent Defense	15,000,000	-	-	-	-	0.00%
Reserves - Pension	200,000	200,000	120,000	60.00%	120,000	60.00%
800 MHZ Maintenance	3,685,458	3,685,458	1,359,129	36.88%	1,244,017	37.22%
Other Governmental Agencies	160,000	160,000	42,334	26.46%	30,582	19.11%
Other Miscellaneous	130,000	243,004	67,649	27.84%	40,704	31.31%
Total Non-Departmental	80,460,977	65,460,977	22,467,989	34.32%	26,209,635	34.02%
TOTAL APPROPRIATIONS	\$ 585,339,778	\$ 585,339,778	\$ 203,986,996	34.85%	\$ 196,646,548	35.74%
Projected Fund Balance December 31	\$ 200,896,660	\$ 200,896,660				
Fund Balance as of Report Date			\$ 96,738,295			

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Development & Enforcement District Fund (104)

The Development and Enforcement Services District Fund is used to account for the revenues and expenditures attributable to the Development and Enforcement Services District. Gwinnett County is responsible for providing short-term planning and code enforcement services within this district. This District includes all properties within unincorporated Gwinnett County.

	FY 2025			% Actual to Current Budget	FY 2024	
	2025 Adopted Budget	Current Annual Budget as of 05/31/2025	Actuals YTD as of 05/31/2025		Actuals YTD as of 05/31/2024	% Actual to 05/31/2024 Budget
Fund Balance January 1	\$ 13,548,443	\$ 13,548,443	\$ 13,548,443			
Revenues:						
Taxes	\$ 13,482,531	\$ 13,482,531	\$ 328,517	2.44%	\$ 330,179	2.74%
Licenses and Permits	7,600,000	7,600,000	3,385,701	44.55%	2,486,363	50.42%
Intergovernmental	48,427	48,427	19,647	40.57%	19,131	39.04%
Charges for Services	950,000	950,000	320,434	33.73%	359,739	33.28%
Investment Income	485,500	485,500	196,102	40.39%	278,337	93.28%
Miscellaneous	-	-	30,520	-	-	-
TOTAL REVENUES	<u>\$ 22,566,458</u>	<u>\$ 22,566,458</u>	<u>\$ 4,280,921</u>	18.97%	<u>\$ 3,473,749</u>	15.08%
Appropriations:						
Planning and Development	\$ 21,492,316	\$ 21,492,316	\$ 8,318,878	38.71%	\$ 7,677,940	33.54%
Non-Departmental:						
Reserves - Compensation	127,000	127,000	-	0.00%	-	0.00%
Reserves - Fuel/Parts	7,000	7,000	-	0.00%	-	0.00%
Non-Departmental D&E	709,417	709,417	266,007	37.50%	-	0.00%
Total Non-Departmental	<u>843,417</u>	<u>843,417</u>	<u>266,007</u>	31.54%	<u>-</u>	0.00%
Appropriations without Contribution to Fund Balance	22,335,733	22,335,733	8,584,885	38.44%	7,677,940	33.33%
Contribution to Fund Balance	230,725	230,725	-	0.00%	-	-
TOTAL APPROPRIATIONS	<u>\$ 22,566,458</u>	<u>\$ 22,566,458</u>	<u>\$ 8,584,885</u>	38.04%	<u>\$ 7,677,940</u>	33.33%
Projected Fund Balance December 31	\$ 13,779,168	\$ 13,779,168				
Fund Balance as of Report Date			\$ 9,244,479			

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Fire and EMS District Fund (102)

The Fire and Emergency Medical Services District Fund is used to account for the revenues and expenditures attributable to the Fire and Emergency Medical Service District. This district includes all properties within unincorporated Gwinnett County and all cities except Loganville. Gwinnett County is responsible for providing fire and emergency medical protection within this district. The City of Loganville operates its own fire department, but residents and businesses will continue to receive county-provided emergency medical services.

	FY 2025			% Actual to Current Budget	FY 2024	
	2025 Adopted Budget	Current Annual Budget as of 05/31/2025	Actuals YTD as of 05/31/2025		Actuals YTD as of 05/31/2024	% Actual to 05/31/2024 Budget
Fund Balance January 1	\$ 96,263,298	\$ 96,263,298	\$ 96,263,298			
Revenues:						
Taxes	\$ 180,812,616	\$ 180,812,616	\$ 4,669,103	2.58%	\$ 4,665,468	2.85%
Licenses and Permits	1,000,000	1,000,000	399,947	39.99%	445,942	39.45%
Intergovernmental	623,617	623,617	332,759	53.36%	279,538	41.91%
Charges for Services	18,117,690	18,117,690	6,497,921	35.87%	6,455,832	37.83%
Investment Income	1,656,000	1,656,000	1,181,495	71.35%	1,671,331	112.75%
Contributions and Donations	1,000	1,000	1,740	174.00%	1,095	-
Miscellaneous	1,000	1,000	226,678	22,667.80%	6,678	222.60%
TOTAL REVENUES	<u>\$ 202,211,923</u>	<u>\$ 202,211,923</u>	<u>\$ 13,309,643</u>	6.58%	<u>\$ 13,525,884</u>	7.36%
Appropriations:						
Planning and Development	\$ 1,670,815	\$ 1,670,815	\$ 604,927	36.21%	\$ 536,831	36.39%
Fire and Emergency Services	185,929,900	185,929,900	73,117,196	39.33%	65,678,209	37.19%
Non-Departmental:						
Reserves - Compensation	848,000	848,000	-	0.00%	-	0.00%
Reserves - Fuel/Parts	78,000	78,000	-	0.00%	-	0.00%
Non-Departmental Fire EMS Fund	11,057,815	11,057,815	1,784,969	16.14%	1,829,498	38.21%
Total Non-Departmental	<u>11,983,815</u>	<u>11,983,815</u>	<u>1,784,969</u>	14.89%	<u>1,829,498</u>	32.60%
Appropriations without Contribution to Fund Balance	199,584,530	199,584,530	75,507,092	37.83%	68,044,538	37.04%
Contribution to Fund Balance	2,627,393	2,627,393	-	0.00%	-	0.00%
TOTAL APPROPRIATIONS	<u>\$ 202,211,923</u>	<u>\$ 202,211,923</u>	<u>\$ 75,507,092</u>	37.34%	<u>\$ 68,044,538</u>	37.02%
Projected Fund Balance December 31	\$ 98,890,691	\$ 98,890,691				
Fund Balance as of Report Date			\$ 34,065,849			

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Loganville EMS District Fund (103)

The Loganville Emergency Medical Services District Fund is used to account for the revenues and expenditures attributable to the Loganville Emergency Medical Services District. This district includes all properties within the portion of incorporated Loganville that lie within Gwinnett County. The County is responsible for providing emergency medical services within this district. The majority of expenditures are recorded in the fall based upon the certified property tax digest as outlined in the intergovernmental agreement with the City of Loganville.

	FY 2025			% Actual to Current Budget	FY 2024	
	2025 Adopted Budget	Current Annual Budget as of 05/31/2025	Actuals YTD as of 05/31/2025		Actuals YTD as of 05/31/2024	% Actual to 05/31/2024 Budget
Fund Balance January 1	\$ 426,483	\$ 426,483	\$ 426,483			
Revenues:						
Investment Income	\$ 15,500	\$ 15,500	\$ 7,629	49.22%	\$ 10,920	56.29%
Revenues without Use of Fund Balance	15,500	15,500	7,629	49.22%	10,920	56.29%
Use of Fund Balance	81,681	81,681	-	0.00%	-	0.00%
TOTAL REVENUES	\$ 97,181	\$ 97,181	\$ 7,629	7.85%	\$ 10,920	11.66%
Appropriations:						
Loganville EMS	\$ 97,181	\$ 97,181	\$ 455	0.47%	\$ 745	0.80%
TOTAL APPROPRIATIONS	\$ 97,181	\$ 97,181	\$ 455	0.47%	\$ 745	0.80%
Projected Fund Balance December 31	\$ 344,802	\$ 344,802				
Fund Balance as of Report Date			\$ 433,657			

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Police Services District Fund (106)

The Police Services District Fund is used to account for the revenues and expenditures attributable to the Police Services District. This district includes all properties within unincorporated Gwinnett County and cities that do not operate their own police departments (Berkeley Lake, Buford, Grayson, Dacula, Peachtree Corners, Rest Haven, and Sugar Hill). Gwinnett County is responsible for providing police protection within this district.

	FY 2025				FY 2024	
	2025 Adopted Budget	Current Annual Budget as of 05/31/2025	Actuals YTD as of 05/31/2025	% Actual to Current Budget	Actuals YTD as of 05/31/2024	% Actual to 05/31/2024 Budget
Fund Balance January 1	\$ 122,933,638	\$ 122,933,638	\$ 122,933,638			
Revenues:						
Taxes	\$ 133,550,439	\$ 133,550,439	\$ 3,388,345	2.54%	\$ 3,406,990	2.85%
Insurance Premium Taxes	62,310,140	62,310,140	-	0.00%	-	0.00%
Intergovernmental	294,513	294,513	206,795	70.22%	178,882	60.03%
Charges for Services	1,110,480	1,110,480	414,279	37.31%	427,101	37.30%
Fines and Forfeitures	10,413,542	10,413,542	2,964,979	28.47%	3,641,747	27.92%
Investment Income	2,393,000	2,393,000	1,583,864	66.19%	1,997,481	105.27%
Miscellaneous	459,063	460,813	338,357	73.43%	156,889	35.16%
Revenues without Use of Fund Balance	210,531,177	210,532,927	8,896,619	4.23%	9,809,090	4.99%
Use of Fund Balance	8,457,572	8,455,822	-	0.00%	-	0.00%
TOTAL REVENUES	\$ 218,988,749	\$ 218,988,749	\$ 8,896,619	4.06%	\$ 9,809,090	4.93%
Appropriations:						
Police Services	\$ 205,272,456	\$ 205,272,456	\$ 74,428,789	36.26%	\$ 66,891,328	35.41%
Recorder's Court	2,385,708	2,765,708	1,118,810	40.45%	995,298	43.51%
Solicitor General	893,673	893,673	254,991	28.53%	237,945	27.42%
Clerk of Recorder's Court	2,180,121	2,180,121	798,434	36.62%	833,888	40.83%
Non-Departmental:						
Reserves - Compensation	842,000	842,000	-	0.00%	-	0.00%
Reserves - Fuel/Parts	163,000	163,000	-	0.00%	-	0.00%
Other Miscellaneous	-	1,314	-	0.00%	-	-
Non-Departmental Police	7,251,791	6,870,477	1,954,347	28.45%	1,235,765	31.03%
Total Non-Departmental	8,256,791	7,876,791	1,954,347	24.81%	1,235,765	25.06%
TOTAL APPROPRIATIONS	\$ 218,988,749	\$ 218,988,749	\$ 78,555,372	35.87%	\$ 70,194,223	35.27%
Projected Fund Balance December 31	\$ 114,476,066	\$ 114,477,816				
Fund Balance as of Report Date			\$ 53,274,887			

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Recreation Fund (105)

The Recreation Fund is used to account for the operations and maintenance of County parks and recreational facilities. Financing is provided by a specific property tax levy and miscellaneous revenues including admissions, concessions, and sport activity fees.

	FY 2025				FY 2024	
	2025 Adopted Budget	Current Annual Budget as of 05/31/2025	Actuals YTD as of 05/31/2025	% Actual to Current Budget	Actuals YTD as of 05/31/2024	% Actual to 05/31/2024 Budget
Fund Balance January 1	\$ 28,508,303	\$ 28,508,303	\$ 28,508,303			
Revenues:						
Taxes	\$ 58,692,405	\$ 58,692,405	\$ 1,468,027	2.50%	\$ 1,437,925	2.79%
Intergovernmental	194,695	194,695	213,945	109.89%	325,940	165.45%
Charges for Services	5,086,719	5,086,719	2,015,434	39.62%	1,902,975	43.66%
Investment Income	657,500	657,500	365,790	55.63%	513,364	72.50%
Contributions and Donations	7,500	7,500	3,600	48.00%	365	1.25%
Miscellaneous	2,902,684	2,902,684	1,566,765	53.98%	1,508,194	56.01%
Other Financing Sources	21,930	21,930	-	0.00%	-	0.00%
TOTAL REVENUES	\$ 67,563,433	\$ 67,563,433	\$ 5,633,561	8.34%	\$ 5,688,763	9.54%
Appropriations:						
Community Services	\$ -	\$ -	\$ -	-	\$ 19,694,907	35.08%
Parks and Recreation	60,436,324	60,436,324	20,816,335	34.44%	-	-
Support Services	52,110	52,110	22,114	42.44%	12,227	30.46%
Non-Departmental:						
Reserves - Compensation	123,000	123,000	-	0.00%	-	0.00%
Reserves - Fuel/Parts	14,000	14,000	-	0.00%	-	0.00%
Non-Departmental Recreation Fund	1,140,496	1,140,496	326,457	28.62%	327,178	30.92%
Total Non-Departmental	1,277,496	1,277,496	326,457	25.55%	327,178	27.60%
Appropriations without Contribution to Fund Balance	61,765,930	61,765,930	21,164,906	34.27%	20,034,312	34.92%
Contribution to Fund Balance	5,797,503	5,797,503	-	0.00%	-	0.00%
TOTAL APPROPRIATIONS	\$ 67,563,433	\$ 67,563,433	\$ 21,164,906	31.33%	\$ 20,034,312	33.61%
Projected Fund Balance December 31	\$ 34,305,806	\$ 34,305,806				
Fund Balance as of Report Date			\$ 12,976,958			

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Economic Development Tax Fund (160)

The Economic Development Tax Fund is used to account for the accumulation of resources to provide funds for financial assistance to the Development Authority of Gwinnett County for economic development purposes in accordance with O.C.G.A. § 48-5-220(20).

	FY 2025			% Actual to Current Budget	FY 2024	
	2025 Adopted Budget	Current Annual Budget as of 05/31/2025	Actuals YTD as of 05/31/2025		Actuals YTD as of 05/31/2024	% Actual to 05/31/2024 Budget
Fund Balance January 1	\$ 14,790,490	\$ 14,790,490	\$ 14,790,490			
Revenues:						
Taxes	\$ 17,028,416	\$ 17,028,416	\$ 449,610	2.64%	\$ 442,599	3.04%
Intergovernmental	58,310	58,310	25,744	44.15%	23,009	39.00%
Investment Income	157,500	157,500	242,620	154.04%	346,352	178.53%
TOTAL REVENUES	<u>\$ 17,244,226</u>	<u>\$ 17,244,226</u>	<u>\$ 717,974</u>	4.16%	<u>\$ 811,960</u>	3.85%
Appropriations:						
Non-Departmental:						
Development Authority Activity	\$ 16,302,876	\$ 16,302,876	\$ 2,438,751	14.96%	\$ 5,311,952	25.18%
Total Non-Departmental	<u>16,302,876</u>	<u>16,302,876</u>	<u>2,438,751</u>	14.96%	<u>5,311,952</u>	25.18%
Appropriations without Contribution to Fund Balance	16,302,876	16,302,876	2,438,751	14.96%	5,311,952	25.18%
Contribution to Fund Balance	941,350	941,350	-	0.00%	-	-
TOTAL APPROPRIATIONS	<u>\$ 17,244,226</u>	<u>\$ 17,244,226</u>	<u>\$ 2,438,751</u>	14.14%	<u>\$ 5,311,952</u>	25.18%
Projected Fund Balance December 31	\$ 15,731,840	\$ 15,731,840				
Fund Balance as of Report Date			\$ 13,069,713			

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Gwinnett Place TAD Fund (165)

The Gwinnett Place TAD Fund is used to account for positive tax increment revenues attributable to the Gwinnett Place Tax Allocation District (TAD). These revenues are used to pay for redevelopment costs that provide substantial public benefit in accordance with the Gwinnett Place Redevelopment Plan. This district includes properties in the Gwinnett Place Community Improvement District which is located in the Gwinnett Place Redevelopment Area at the intersection of I-85 and Pleasant Hill Road in Duluth.

	FY 2025			% Actual to Current Budget	FY 2024	
	2025 Adopted Budget	Current Annual Budget as of 05/31/2025	Actuals YTD as of 05/31/2025		Actuals YTD as of 05/31/2024	% Actual to 05/31/2024 Budget
Fund Balance January 1	\$ 11,294,512	\$ 11,294,512	\$ 11,294,512			
Revenues:						
Taxes	\$ -	\$ -	\$ 91,044	-	\$ 239,052	-
Investment Income	287,000	287,000	177,913	61.99%	153,084	79.64%
Miscellaneous	-	-	10,000	-	-	-
TOTAL REVENUES	<u>\$ 287,000</u>	<u>\$ 287,000</u>	<u>\$ 278,957</u>	97.20%	<u>\$ 392,136</u>	204.02%
Appropriations:						
Planning and Development	\$ 100,000	\$ 100,000	\$ -	0.00%	\$ 10,781	10.78%
Appropriations without Contribution to Fund Balance	100,000	100,000	-	0.00%	10,781	10.78%
Contribution to Fund Balance	187,000	187,000	-	0.00%	-	0.00%
TOTAL APPROPRIATIONS	<u>\$ 287,000</u>	<u>\$ 287,000</u>	<u>\$ -</u>	0.00%	<u>\$ 10,781</u>	5.61%
Projected Fund Balance December 31	\$ 11,481,512	\$ 11,481,512				
Fund Balance as of Report Date			\$ 11,573,469			

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Indian Trail TAD Fund (162)

The Indian Trail TAD Fund is used to account for positive tax increment revenues attributable to the Indian Trail Tax Allocation District (TAD). These revenues are used to pay for redevelopment costs that provide substantial public benefit in accordance with the Indian Trail Redevelopment Plan. The Indian Trail TAD is located in the Gateway85 Gwinnett Community Improvement District at the I-85 and Indian Trail-Lilburn Road interchange adjacent to the city of Norcross.

	FY 2025			FY 2024		
	2025 Adopted Budget	Current Annual Budget as of 05/31/2025	Actuals YTD as of 05/31/2025	% Actual to Current Budget	Actuals YTD as of 05/31/2024	% Actual to 05/31/2024 Budget
Fund Balance January 1	\$ 11,007,979	\$ 11,007,979	\$ 11,007,979			
Revenues:						
Taxes	\$ -	\$ -	\$ 177,336	-	\$ 110,558	-
Investment Income	258,000	258,000	168,931	65.48%	153,646	84.12%
TOTAL REVENUES	<u>\$ 258,000</u>	<u>\$ 258,000</u>	<u>\$ 346,267</u>	134.21%	<u>\$ 264,204</u>	144.65%
Appropriations:						
Planning and Development	\$ 100,000	\$ 100,000	\$ -	0.00%	\$ -	0.00%
Appropriations without Contribution to Fund Balance	100,000	100,000	-	0.00%	-	0.00%
Contribution to Fund Balance	158,000	158,000	-	0.00%	-	0.00%
TOTAL APPROPRIATIONS	<u>\$ 258,000</u>	<u>\$ 258,000</u>	<u>\$ -</u>	0.00%	<u>\$ -</u>	0.00%
Projected Fund Balance December 31	\$ 11,165,979	\$ 11,165,979				
Fund Balance as of Report Date			\$ 11,354,246			

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Jimmy Carter Boulevard TAD Fund (161)

The Jimmy Carter Boulevard TAD Fund is used to account for positive tax increment revenues attributable to the Jimmy Carter Tax Allocation District (TAD). These revenues are used to pay for redevelopment costs that provide substantial public benefit in accordance with the Jimmy Carter Boulevard Redevelopment Plan. The Jimmy Carter Boulevard TAD is located in the Gateway85 Gwinnett Community Improvement District along the Jimmy Carter Boulevard corridor adjacent to the city of Norcross.

	FY 2025			% Actual to Current Budget	FY 2024	
	2025 Adopted Budget	Current Annual Budget as of 05/31/2025	Actuals YTD as of 05/31/2025		Actuals YTD as of 05/31/2024	% Actual to 05/31/2024 Budget
Fund Balance January 1	\$ 33,636,006	\$ 33,636,006	\$ 33,636,006			
Revenues:						
Taxes	\$ -	\$ -	\$ 590,730	-	\$ 394,758	-
Investment Income	927,500	927,500	540,284	58.25%	497,430	65.85%
TOTAL REVENUES	<u>\$ 927,500</u>	<u>\$ 927,500</u>	<u>\$ 1,131,014</u>	121.94%	<u>\$ 892,188</u>	118.11%
Appropriations:						
Planning and Development	\$ 100,000	\$ 100,000	\$ -	0.00%	\$ -	0.00%
Appropriations without Contribution to Fund Balance	100,000	100,000	-	0.00%	-	0.00%
Contribution to Fund Balance	827,500	827,500	-	0.00%	-	0.00%
TOTAL APPROPRIATIONS	<u>\$ 927,500</u>	<u>\$ 927,500</u>	<u>\$ -</u>	0.00%	<u>\$ -</u>	0.00%
Projected Fund Balance December 31	\$ 34,463,506	\$ 34,463,506				
Fund Balance as of Report Date			\$ 34,767,020			

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Lake Lucerne TAD Fund (164)

The Lake Lucerne TAD Fund is used to account for positive tax increment revenues attributable to the Lake Lucerne Tax Allocation District (TAD). These revenues are used to pay for redevelopment costs that provide substantial public benefit in accordance with the Lake Lucerne Redevelopment Plan. The Lake Lucerne TAD is located in the Evermore Community Improvement District at the intersection of Highway 78 (Stone Mountain Highway) and Killian Hill Road.

	FY 2025			% Actual to Current Budget	FY 2024	
	2025 Adopted Budget	Current Annual Budget as of 05/31/2025	Actuals YTD as of 05/31/2025		Actuals YTD as of 05/31/2024	% Actual to 05/31/2024 Budget
Fund Balance January 1	\$ 4,115,774	\$ 4,115,774	\$ 4,115,774			
Revenues:						
Taxes	\$ -	\$ -	\$ 56,022	-	\$ 42,014	-
Investment Income	101,500	101,500	63,530	62.59%	49,958	87.48%
TOTAL REVENUES	\$ 101,500	\$ 101,500	\$ 119,552	117.79%	\$ 91,972	91.97%
Appropriations:						
Planning and Development	\$ 100,000	\$ 100,000	\$ -	0.00%	\$ -	0.00%
Appropriations without Contribution to Fund Balance	100,000	100,000	-	0.00%	-	0.00%
Contribution to Fund Balance	1,500	1,500	-	0.00%	-	-
TOTAL APPROPRIATIONS	\$ 101,500	\$ 101,500	\$ -	0.00%	\$ -	0.00%
Projected Fund Balance December 31	\$ 4,117,274	\$ 4,117,274				
Fund Balance as of Report Date			\$ 4,235,326			

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Park Place TAD Fund (163)

The Park Place TAD Fund is used to account for positive tax increment revenues attributable to the Park Place Tax Allocation District (TAD). These revenues are used to pay for redevelopment costs that provide substantial public benefit in accordance with the Park Place Redevelopment Plan. The Park Place TAD is located in the Evermore Community Improvement District at the intersection of Highway 78 (Stone Mountain Highway) and Rockbridge Road.

	FY 2025			FY 2024		
	2025 Adopted Budget	Current Annual Budget as of 05/31/2025	Actuals YTD as of 05/31/2025	% Actual to Current Budget	Actuals YTD as of 05/31/2024	% Actual to 05/31/2024 Budget
Fund Balance January 1	\$ 7,822,658	\$ 7,822,658	\$ 7,822,658			
Revenues:						
Taxes	\$ -	\$ -	\$ 74,634	-	\$ 39,273	-
Investment Income	178,000	178,000	121,142	68.06%	98,603	67.43%
TOTAL REVENUES	\$ 178,000	\$ 178,000	\$ 195,776	109.99%	\$ 137,876	94.28%
Appropriations:						
Planning and Development	\$ 100,000	\$ 100,000	\$ -	0.00%	\$ -	0.00%
Appropriations without Contribution to Fund Balance	100,000	100,000	-	0.00%	-	0.00%
Contribution to Fund Balance	78,000	78,000	-	0.00%	-	0.00%
TOTAL APPROPRIATIONS	\$ 178,000	\$ 178,000	\$ -	0.00%	\$ -	0.00%
Projected Fund Balance December 31	\$ 7,900,658	\$ 7,900,658				
Fund Balance as of Report Date			\$ 8,018,434			

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The Exchange at Gwinnett TAD Fund (166)

The Exchange at Gwinnett TAD Fund is used to account for positive tax increment revenues attributable to The Exchange at Gwinnett Tax Allocation District (TAD). These revenues are used to pay for redevelopment costs that abate or eliminate deleterious effects of inadequate infrastructure in accordance with The Exchange at Gwinnett Redevelopment Plan. This district includes properties at the southeast quadrant of the intersection of Interstate 85 and Georgia Highway 20 in the northern portion of the County.

	FY 2025			% Actual to Current Budget	FY 2024	
	2025 Adopted Budget	Current Annual Budget as of 05/31/2025	Actuals YTD as of 05/31/2025		Actuals YTD as of 05/31/2024	% Actual to 05/31/2024 Budget
Fund Balance January 1	\$ 6,822,704	\$ 6,822,704	\$ 6,822,704			
Revenues:						
Taxes	\$ -	\$ -	\$ 404,504	-	\$ 38,280	-
Investment Income	242,500	242,500	58,043	23.94%	94,030	84.61%
Revenues without Use of Fund Balance	242,500	242,500	462,547	190.74%	132,310	119.06%
Use of Fund Balance	2,492,325	2,492,325	-	0.00%	-	0.00%
TOTAL REVENUES	<u>\$ 2,734,825</u>	<u>\$ 2,734,825</u>	<u>\$ 462,547</u>	16.91%	<u>\$ 132,310</u>	5.27%
Appropriations:						
Planning and Development	\$ 2,734,825	\$ 2,734,825	\$ 3,500	0.13%	\$ 4,694	0.19%
TOTAL APPROPRIATIONS	<u>\$ 2,734,825</u>	<u>\$ 2,734,825</u>	<u>\$ 3,500</u>	0.13%	<u>\$ 4,694</u>	0.19%
Projected Fund Balance December 31	\$ 4,330,379	\$ 4,330,379				
Fund Balance as of Report Date			\$ 7,281,751			

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The Exchange at Gwinnett TAD Debt Service Fund (966)

The Exchange at Gwinnett TAD Debt Service Fund (966) is used to account for the payment of long-term principal and interest related to redevelopment bonds associated with The Exchange at Gwinnett Tax Allocation District. Debt service payments occur biannually.

	FY 2025			% Actual to Current Budget	FY 2024	
	2025 Adopted Budget	Current Annual Budget as of 05/31/2025	Actuals YTD as of 05/31/2025		Actuals YTD as of 05/31/2024	% Actual to 05/31/2024 Budget
Fund Balance January 1	\$ 1,585,466	\$ 1,585,466	\$ 1,585,466			
Revenues:						
Investment Income	\$ -	\$ -	\$ 93,415	-	\$ 88,545	-
Other Financing Sources	2,726,525	2,726,525	-	0.00%	372	0.01%
TOTAL REVENUES	<u>\$ 2,726,525</u>	<u>\$ 2,726,525</u>	<u>\$ 93,415</u>	3.43%	<u>\$ 88,917</u>	3.55%
Appropriations:						
Debt Service	\$ 2,726,525	\$ 2,726,525	\$ -	0.00%	\$ -	0.00%
TOTAL APPROPRIATIONS	<u>\$ 2,726,525</u>	<u>\$ 2,726,525</u>	<u>\$ -</u>	0.00%	<u>\$ -</u>	0.00%
Projected Fund Balance December 31	\$ 1,585,466	\$ 1,585,466				
Fund Balance as of Report Date			\$ 1,678,881			

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Speed Hump Fund (003)

The Speed Hump Fund supports the County's speed hump program. Revenues are generated from properties benefiting from existing speed humps for the purpose of maintenance. Charges for Services are collected as special assessment fees in the fourth quarter with property tax collections.

	FY 2025			% Actual to Current Budget	FY 2024	
	2025 Adopted Budget	Current Annual Budget as of 05/31/2025	Actuals YTD as of 05/31/2025		Actuals YTD as of 05/31/2024	% Actual to 05/31/2024 Budget
Fund Balance January 1	\$ 312,406	\$ 312,406	\$ 312,406			
Revenues:						
Charges for Services	\$ 150,000	\$ 150,000	\$ 2,360	1.57%	\$ 2,435	1.52%
Investment Income	12,000	12,000	5,525	46.04%	9,885	39.51%
Miscellaneous	-	-	251	-	-	-
Revenues without Use of Fund Balance	162,000	162,000	8,136	5.02%	12,320	6.66%
Use of Fund Balance	209,305	209,305	-	0.00%	-	0.00%
TOTAL REVENUES	\$ 371,305	\$ 371,305	\$ 8,136	2.19%	\$ 12,320	2.66%
Appropriations:						
Transportation	\$ 371,305	\$ 371,305	\$ 54,745	14.74%	\$ 99,658	21.54%
TOTAL APPROPRIATIONS	\$ 371,305	\$ 371,305	\$ 54,745	14.74%	\$ 99,658	21.54%
Projected Fund Balance December 31	\$ 103,101	\$ 103,101				
Fund Balance as of Report Date			\$ 265,797			

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Street Lighting Fund (002)

The Street Lighting Fund supports the County's street light program. Revenues are generated from properties benefiting from existing street lights for the purpose of utility payments. Charges for Services are collected as special assessment fees in the fourth quarter with property tax collections.

	FY 2025			% Actual to Current Budget	FY 2024	
	2025 Adopted Budget	Current Annual Budget as of 05/31/2025	Actuals YTD as of 05/31/2025		Actuals YTD as of 05/31/2024	% Actual to 05/31/2024 Budget
Fund Balance January 1	\$ 3,320,482	\$ 3,320,482	\$ 3,320,482			
Revenues:						
Charges for Services	\$ 9,600,000	\$ 9,627,435	\$ 140,185	1.46%	\$ 141,949	1.42%
Investment Income	-	-	35,950	-	53,876	-
Miscellaneous	-	-	37,798	-	15,204	-
Revenues without Use of Fund Balance	9,600,000	9,627,435	213,933	2.22%	211,029	2.11%
Use of Fund Balance	783,833	783,833	-	0.00%	-	0.00%
TOTAL REVENUES	\$ 10,383,833	\$ 10,411,268	\$ 213,933	2.05%	\$ 211,029	2.07%
Appropriations:						
Transportation	\$ 10,363,833	\$ 10,391,268	\$ 3,315,438	31.91%	\$ 3,108,870	30.54%
Non-Departmental:						
Reserves - Compensation	20,000	20,000	-	0.00%	-	0.00%
Total Non-Departmental	20,000	20,000	-	0.00%	-	0.00%
TOTAL APPROPRIATIONS	\$ 10,383,833	\$ 10,411,268	\$ 3,315,438	31.84%	\$ 3,108,870	30.51%
Projected Fund Balance December 31	\$ 2,536,649	\$ 2,536,649				
Fund Balance as of Report Date			\$ 218,977			

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Authority Imaging Fund (020)

The Authority Imaging Fund accounts for revenues received from fees collected by the Clerk of Superior Court Authority for document printing. These monies must be used for the development, implementation, and maintenance of a state-wide automated information system.

	FY 2025			% Actual to Current Budget	FY 2024	
	2025 Adopted Budget	Current Annual Budget as of 05/31/2025	Actuals YTD as of 05/31/2025		Actuals YTD as of 05/31/2024	% Actual to 05/31/2024 Budget
Fund Balance January 1	\$ 7,304,448	\$ 7,304,448	\$ 7,304,448			
Revenues:						
Charges for Services	\$ 868,093	\$ 868,093	\$ 242,872	27.98%	\$ 207,877	22.35%
Investment Income	74,640	74,640	17,261	23.13%	24,466	-
Revenues without Use of Fund Balance	942,733	942,733	260,133	27.59%	232,343	24.98%
Use of Fund Balance	557,267	557,267	-	0.00%	-	0.00%
TOTAL REVENUES	\$ 1,500,000	\$ 1,500,000	\$ 260,133	17.34%	\$ 232,343	15.49%
Appropriations:						
Clerk of Court	\$ 1,500,000	\$ 1,500,000	\$ 102,218	6.81%	\$ 18,563	1.24%
TOTAL APPROPRIATIONS	\$ 1,500,000	\$ 1,500,000	\$ 102,218	6.81%	\$ 18,563	1.24%
Projected Fund Balance December 31	\$ 6,747,181	\$ 6,747,181				
Fund Balance as of Report Date			\$ 7,462,363			

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Corrections Inmate Welfare Fund (085)

The Corrections Inmate Welfare Fund accounts for proceeds received from commissary sales to provide recreational materials for the benefit of the inmates at the Corrections Facility.

	FY 2025			% Actual to Current Budget	FY 2024	
	2025 Adopted Budget	Current Annual Budget as of 05/31/2025	Actuals YTD as of 05/31/2025		Actuals YTD as of 05/31/2024	% Actual to 05/31/2024 Budget
Fund Balance January 1	\$ 441,989	\$ 441,989	\$ 441,989			
Revenues:						
Charges for Services	\$ 138,500	\$ 138,500	\$ 60,586	43.74%	\$ 61,997	54.62%
Miscellaneous	8,200	8,200	4,527	55.21%	3,886	45.72%
TOTAL REVENUES	<u>\$ 146,700</u>	<u>\$ 146,700</u>	<u>\$ 65,113</u>	44.39%	<u>\$ 65,883</u>	54.00%
Appropriations:						
Corrections	\$ 115,640	\$ 115,640	\$ 39,692	34.32%	\$ 35,305	34.54%
Appropriations without Contribution to Fund Balance	115,640	115,640	39,692	34.32%	35,305	34.54%
Contribution to Fund Balance	31,060	31,060	-	0.00%	-	0.00%
TOTAL APPROPRIATIONS	<u>\$ 146,700</u>	<u>\$ 146,700</u>	<u>\$ 39,692</u>	27.06%	<u>\$ 35,305</u>	28.94%
Projected Fund Balance December 31	\$ 473,049	\$ 473,049				
Fund Balance as of Report Date			\$ 467,410			

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Crime Victims Assistance Fund (075)

The Crime Victims Assistance Fund accounts for revenues received from a five percent (5%) charge collected on fines within the Recorders, Juvenile, State, Superior, and Magistrate Courts of Gwinnett County. Revenues are also received from five percent (5%) of fines from municipalities within Gwinnett County. These funds must be used to provide assistance to crime victims. Revenue is split between the Solicitor's and District Attorney's offices.

The Revenue collected is distributed as follows:

- Superior Court Fines - 100% District Attorney
- State Court Fines - 100% Solicitor
- Municipal Recorder's Court - Total less subsidies, if any, with the remainder 50% Solicitor and 50% District Attorney
- Magistrate Court, Recorder's Court, and Juvenile Court - 50% Solicitor and 50% District Attorney
- Interest Earned Dividends - 50% Solicitor and 50% District Attorney

	FY 2025				FY 2024	
	2025 Adopted Budget	Current Annual Budget as of 05/31/2025	Actuals YTD as of 05/31/2025	% Actual to Current Budget	Actuals YTD as of 05/31/2024	% Actual to 05/31/2024 Budget
Fund Balance January 1	\$ 450,450	\$ 450,450	\$ 450,450			
Revenues:						
Fines and Forfeitures	\$ 581,185	\$ 581,185	\$ 224,900	38.70%	\$ 229,363	39.24%
Investment Income	-	-	7,799	-	2,185	-
Miscellaneous	-	-	1,442	-	-	-
Revenues without Use of Fund Balance	581,185	581,185	234,141	40.29%	231,548	39.62%
Use of Fund Balance	223,931	223,931	-	0.00%	-	0.00%
TOTAL REVENUES	\$ 805,116	\$ 805,116	\$ 234,141	29.08%	\$ 231,548	31.17%
Appropriations:						
District Attorney	\$ 375,788	\$ 375,788	\$ 156,042	41.52%	\$ 140,821	38.97%
Solicitor General	419,328	419,328	114,825	27.38%	114,700	30.88%
Non-Departmental:						
Reserves - Compensation	10,000	10,000	-	0.00%	-	0.00%
Total Non-Departmental	10,000	10,000	-	0.00%	-	0.00%
TOTAL APPROPRIATIONS	\$ 805,116	\$ 805,116	\$ 270,867	33.64%	\$ 255,521	34.40%
Projected Fund Balance December 31	\$ 226,519	\$ 226,519				
Fund Balance as of Report Date			\$ 413,724			

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DA Federal Justice Asset Sharing Fund (080)

The District Attorney Federal Justice Asset Sharing Fund accounts for revenues received from an equitable sharing agreement between the Department of Justice and the Gwinnett County District Attorney for proceeds from confiscations. The law states that any money or property confiscated in this manner shall be used for restricted purposes, and all expenditures are validated against federal and state guidelines.

	FY 2025			% Actual to Current Budget	FY 2024	
	2025 Adopted Budget	Current Annual Budget as of 05/31/2025	Actuals YTD as of 05/31/2025		Actuals YTD as of 05/31/2024	% Actual to 05/31/2024 Budget
Fund Balance January 1	\$ 174,983	\$ 174,983	\$ 174,983			
Revenues:						
Use of Fund Balance	\$ 83,792	\$ 83,792	\$ -	0.00%	\$ -	0.00%
TOTAL REVENUES	\$ 83,792	\$ 83,792	\$ -	0.00%	\$ -	0.00%
Appropriations:						
District Attorney	\$ 83,792	\$ 83,792	\$ -	0.00%	\$ 12,088	8.95%
TOTAL APPROPRIATIONS	\$ 83,792	\$ 83,792	\$ -	0.00%	\$ 12,088	8.95%
Projected Fund Balance December 31	\$ 91,191	\$ 91,191				
Fund Balance as of Report Date			\$ 174,983			

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DA Federal Treasury Asset Sharing Fund (082)

The District Attorney Federal Treasury Asset Sharing Fund (082) accounts for revenues received from an equitable sharing agreement between the Department of Treasury and the Gwinnett County District Attorney for proceeds from confiscations. The law states that any money or property confiscated in this manner shall be used for restricted purposes, and all expenditures are validated against federal and state guidelines.

	FY 2025			% Actual to Current Budget	FY 2024	
	2025 Adopted Budget	Current Annual Budget as of 05/31/2025	Actuals YTD as of 05/31/2025		Actuals YTD as of 05/31/2024	% Actual to 05/31/2024 Budget
Fund Balance January 1	\$ 50,434	\$ 50,434	\$ 50,434			
Revenues:						
Use of Fund Balance	\$ 38,000	\$ 38,000	\$ -	0.00%	\$ -	-
TOTAL REVENUES	\$ 38,000	\$ 38,000	\$ -	0.00%	\$ -	-
Appropriations:						
District Attorney	\$ 38,000	\$ 38,000	\$ 130	0.34%	\$ -	-
TOTAL APPROPRIATIONS	\$ 38,000	\$ 38,000	\$ 130	0.34%	\$ -	-
Projected Fund Balance December 31	\$ 12,434	\$ 12,434				
Fund Balance as of Report Date			\$ 50,304			

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DA Special State Fund (084)

The District Attorney Special State Fund accounts for revenues resulting from the confiscation of assets or funds resulting from legal actions related to unlawful activities. In accordance with state law, the Gwinnett County District Attorney's office is entitled to 10% of the funds obtained through civil forfeiture proceedings. The law states that any money or property confiscated in this manner shall be used for restricted purposes and all expenditures are validated against state guidelines.

	FY 2025			& Actual to Current Budget	FY 2024	
	2025 Adopted Budget	Current Annual Budget as of 05/31/2025	Actuals YTD as of 05/31/2025		Actuals YTD as of 05/31/2024	& Actual to 05/31/2024 Budget
Fund Balance January 1	\$ 62,408	\$ 62,408	\$ 62,408			
Revenues:						
Fines and Forfeitures	\$ -	\$ 90,087	\$ 90,367	100.70%	\$ 18,635	264.63%
Revenues without Use of Fund Balance	-	90,087	90,367	100.70%	18,635	264.63%
Use of Fund Balance	31,718	-	-	-	-	0.00%
TOTAL REVENUES	\$ 31,718	\$ 90,087	\$ 90,367	100.70%	\$ 18,635	201.63%
Appropriations:						
District Attorney	\$ 31,718	\$ 31,718	\$ 1,974	9.66%	\$ -	0.00%
Appropriations without Contribution to Fund Balance	31,718	31,718	1,974	9.66%	-	0.00%
Contribution to Fund Balance	-	8,364	-	0.00%	-	-
TOTAL APPROPRIATIONS	\$ 31,718	\$ 90,087	\$ 1,974	3.64%	\$ -	0.00%
Projected Fund Balance December 31	\$ 31,140	\$ 71,277				
Fund Balance as of Report Date			\$ 101,746			

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E-911 Fund (095)

The E-911 Fund accounts for operations of the E-911 Communications Center. Revenues are primarily received from monthly subscriber fees remitted by wired and wireless telecommunication providers. Expenditures must comply with O.C.G.A., Title 46, Chapter 5, Article 2, Part 4.

	FY 2025			% Actual to Current Budget	FY 2024	
	2025 Adopted Budget	Current Annual Budget as of 05/31/2025	Actuals YTD as of 05/31/2025		Actuals YTD as of 05/31/2024	% Actual to 05/31/2024 Budget
Fund Balance January 1	\$ 40,670,130	\$ 40,670,130	\$ 40,670,130			
Revenues:						
Charges for Services	\$ 24,344,400	\$ 24,344,400	\$ 6,104,768	25.08%	\$ 6,086,759	25.66%
Investment Income	1,104,500	1,104,500	536,081	48.54%	609,971	37.34%
Miscellaneous	-	-	24,062	-	-	-
Revenues without Use of Fund Balance	25,448,900	25,448,900	6,664,911	26.19%	6,696,730	26.41%
Use of Fund Balance	5,415,021	5,415,021	-	0.00%	-	0.00%
TOTAL REVENUES	\$ 30,863,921	\$ 30,863,921	\$ 6,664,911	21.59%	\$ 6,696,730	22.53%
Appropriations:						
Police Services	\$ 27,273,885	\$ 27,273,885	\$ 10,278,266	37.69%	\$ 8,874,396	33.85%
Non-Departmental:						
Reserves - Compensation	98,000	98,000	-	0.00%	-	0.00%
Other Governmental Agencies	2,942,036	2,942,036	735,508	25.00%	716,446	25.00%
Non-Departmental E-911	550,000	550,000	-	0.00%	-	0.00%
Total Non-Departmental	3,590,036	3,590,036	735,508	20.49%	716,446	20.44%
TOTAL APPROPRIATIONS	\$ 30,863,921	\$ 30,863,921	\$ 11,013,774	35.68%	\$ 9,590,842	32.27%
Projected Fund Balance December 31	\$ 35,255,109	\$ 35,255,109				
Fund Balance as of Report Date			\$ 36,321,267			

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Juvenile Court Supervision Fund (030)

The Juvenile Court Supervision Fund accounts for revenues collected as supervision fees from those who are placed under the courts' formal or informal supervision in order for the court to use those collections toward expenses for specific ancillary services.

	FY 2025			% Actual to Current Budget	FY 2024	
	2025 Adopted Budget	Current Annual Budget as of 05/31/2025	Actuals YTD as of 05/31/2025		Actuals YTD as of 05/31/2024	% Actual to 05/31/2024 Budget
Fund Balance January 1	\$ 302,508	\$ 302,508	\$ 302,508			
Revenues:						
Charges for Services	\$ 30,000	\$ 30,000	\$ 14,575	48.58%	\$ 22,038	73.46%
Revenues without Use of Fund Balance	30,000	30,000	14,575	48.58%	22,038	73.46%
Use of Fund Balance	25,100	25,100	-	0.00%	-	0.00%
TOTAL REVENUES	<u>\$ 55,100</u>	<u>\$ 55,100</u>	<u>\$ 14,575</u>	26.45%	<u>\$ 22,038</u>	40.00%
Appropriations:						
Juvenile Court	\$ 55,100	\$ 55,100	\$ 16,313	29.61%	\$ 17,378	31.54%
TOTAL APPROPRIATIONS	<u>\$ 55,100</u>	<u>\$ 55,100</u>	<u>\$ 16,313</u>	29.61%	<u>\$ 17,378</u>	31.54%
Projected Fund Balance December 31	\$ 277,408	\$ 277,408				
Fund Balance as of Report Date			\$ 300,770			

YTD FINANCIAL REPORT 2025 | GWINNETT COUNTY

Opioid Remediation Fund (015)

The Opioid Remediation Fund is used to account for the receipt of settlements from the National Opioid Abatement Trust. These funds must be used for approved opioid abatement strategies.

	FY 2025			% Actual to Current Budget	FY 2024	
	2025 Adopted Budget	Current Annual Budget as of 05/31/2025	Actuals YTD as of 05/31/2025		Actuals YTD as of 05/31/2024	% Actual to 05/31/2024 Budget
Fund Balance January 1	\$ 5,857,870	\$ 5,857,870	\$ 5,857,870			
Revenues:						
Investment Income	\$ -	\$ -	\$ 97,544	-	\$ 42,100	-
Miscellaneous	-	-	145,369	-	1,344,630	-
TOTAL REVENUES	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 242,913</u>	-	<u>\$ 1,386,730</u>	-
Appropriations:						
Projected Fund Balance December 31	\$ 5,857,870	\$ 5,857,870				
Fund Balance as of Report Date			\$ 6,100,783			

YTD FINANCIAL REPORT 2025 | GWINNETT COUNTY

Police Special Justice Fund (070)

The Police Special Justice Fund accounts for revenues resulting from the U.S. Department of Justice confiscation of money or the sale of property from illegal drug and narcotics activities. The law states that any money or property confiscated in this manner shall be used for restricted purposes, and all expenditures are validated against federal guidelines.

	FY 2025			% Actual to Current Budget	FY 2024	
	2025 Adopted Budget	Current Annual Budget as of 05/31/2025	Actuals YTD as of 05/31/2025		Actuals YTD as of 05/31/2024	% Actual to 05/31/2024 Budget
Fund Balance January 1	\$ 1,139,587	\$ 1,139,587	\$ 1,139,587			
Revenues:						
Fines and Forfeitures	\$ -	\$ 83,441	\$ 83,441	100.00%	\$ 108,550	100.00%
Investment Income	-	-	3,023	-	-	-
Revenues without Use of Fund Balance	-	83,441	86,464	103.62%	108,550	100.00%
Use of Fund Balance	334,131	250,690	-	0.00%	-	0.00%
TOTAL REVENUES	\$ 334,131	\$ 334,131	\$ 86,464	25.88%	\$ 108,550	39.03%
Appropriations:						
Police Services	\$ 334,131	\$ 334,131	\$ -	0.00%	\$ -	0.00%
TOTAL APPROPRIATIONS	\$ 334,131	\$ 334,131	\$ -	0.00%	\$ -	0.00%
Projected Fund Balance December 31	\$ 805,456	\$ 888,897				
Fund Balance as of Report Date			\$ 1,226,051			

YTD FINANCIAL REPORT 2025 | GWINNETT COUNTY

Police Special State Fund (072)

The Police Special State Fund accounts for revenues resulting from the State of Georgia's confiscation of money or the sale of property from illegal drug and narcotics activities. The law states that any money or property confiscated in this manner shall be used for restricted purposes, and all expenditures are validated against state guidelines.

	FY 2025			% Actual to Current Budget	FY 2024	
	2025 Adopted Budget	Current Annual Budget as of 05/31/2025	Actuals YTD as of 05/31/2025		Actuals YTD as of 05/31/2024	% Actual to 05/31/2024 Budget
Fund Balance January 1	\$ 1,277,972	\$ 1,277,972	\$ 1,277,972			
Revenues:						
Fines and Forfeitures	\$ -	\$ 78,234	\$ 77,185	98.66%	\$ 171,212	100.00%
Investment Income	-	-	3,493	-	-	-
Revenues without Use of Fund Balance	-	78,234	80,678	103.12%	171,212	100.00%
Use of Fund Balance	140,700	62,466	-	0.00%	-	-
TOTAL REVENUES	<u>\$ 140,700</u>	<u>\$ 140,700</u>	<u>\$ 80,678</u>	57.34%	<u>\$ 171,212</u>	100.00%
Appropriations:						
Police Services	\$ 140,700	\$ 140,700	\$ 29,900	21.25%	\$ 25,240	26.57%
TOTAL APPROPRIATIONS	<u>\$ 140,700</u>	<u>\$ 140,700</u>	<u>\$ 29,900</u>	21.25%	<u>\$ 25,240</u>	14.74%
Projected Fund Balance December 31	\$ 1,137,272	\$ 1,215,506				
Fund Balance as of Report Date			\$ 1,328,750			

YTD FINANCIAL REPORT 2025 | GWINNETT COUNTY

Sheriff Inmate Fund (090)

The Sheriff Inmate Fund accounts for proceeds received from inmates' services and commissary purchases and for expenditures that benefit the inmates.

	FY 2025			% Actual to Current Budget	FY 2024	
	2025 Adopted Budget	Current Annual Budget as of 05/31/2025	Actuals YTD as of 05/31/2025		Actuals YTD as of 05/31/2024	% Actual to 05/31/2024 Budget
Fund Balance January 1	\$ 5,132,086	\$ 5,132,086	\$ 5,132,086			
Revenues:						
Charges for Services	\$ 1,568,000	\$ 1,568,000	\$ 312,120	19.91%	\$ 374,573	32.50%
Investment Income	157,500	157,500	79,048	50.19%	78,588	51.76%
TOTAL REVENUES	<u>\$ 1,725,500</u>	<u>\$ 1,725,500</u>	<u>\$ 391,168</u>	22.67%	<u>\$ 453,161</u>	34.74%
Appropriations:						
Sheriff	\$ 696,350	\$ 696,350	\$ 67,832	9.74%	\$ 108,391	21.28%
Appropriations without Contribution to Fund Balance	696,350	696,350	67,832	9.74%	108,391	21.28%
Contribution to Fund Balance	1,029,150	1,029,150	-	0.00%	-	0.00%
TOTAL APPROPRIATIONS	<u>\$ 1,725,500</u>	<u>\$ 1,725,500</u>	<u>\$ 67,832</u>	3.93%	<u>\$ 108,391</u>	8.31%
Projected Fund Balance December 31	\$ 6,161,236	\$ 6,161,236				
Fund Balance as of Report Date			\$ 5,455,422			

YTD FINANCIAL REPORT 2025 | GWINNETT COUNTY

Sheriff Special Justice Fund (065)

The Sheriff Special Justice Fund accounts for revenues resulting from the U.S. Department of Justice confiscation of money or the sale of property from illegal drug and narcotics activities. The law states that any money or property confiscated in this manner shall be used for restricted purposes, and all expenditures are validated against federal guidelines.

	FY 2025			% Actual to Current Budget	FY 2024	
	2025 Adopted Budget	Current Annual Budget as of 05/31/2025	Actuals YTD as of 05/31/2025		Actuals YTD as of 05/31/2024	% Actual to 05/31/2024 Budget
Fund Balance January 1	\$ 742,174	\$ 742,174	\$ 742,174			
Revenues:						
Fines and Forfeitures	\$ -	\$ 285,529	\$ 285,529	100.00%	\$ 39,382	100.00%
Revenues without Use of Fund Balance	-	285,529	285,529	100.00%	39,382	100.00%
Use of Fund Balance	350,000	350,000	-	0.00%	-	0.00%
TOTAL REVENUES	\$ 350,000	\$ 635,529	\$ 285,529	44.93%	\$ 39,382	10.11%
Appropriations:						
Sheriff	\$ 350,000	\$ 635,529	\$ -	0.00%	\$ -	0.00%
TOTAL APPROPRIATIONS	\$ 350,000	\$ 635,529	\$ -	0.00%	\$ -	0.00%
Projected Fund Balance December 31	\$ 392,174	\$ 392,174				
Fund Balance as of Report Date			\$ 1,027,703			

YTD FINANCIAL REPORT 2025 | GWINNETT COUNTY

Sheriff Special Treasury Fund (066)

The Sheriff Special Treasury Fund accounts for revenues resulting from the U.S. Department of Treasury confiscation of money or the sale of property from illegal drug and narcotics activities. The law states that any money or property confiscated in this manner shall be used for restricted purposes, and all expenditures are validated against federal guidelines.

	FY 2025			% Actual to Current Budget	FY 2024	
	2025 Adopted Budget	Current Annual Budget as of 05/31/2025	Actuals YTD as of 05/31/2025		Actuals YTD as of 05/31/2024	% Actual to 05/31/2024 Budget
Fund Balance January 1	\$ 213,253	\$ 213,253	\$ 213,253			
Revenues:						
Other Financing Sources	\$ -	\$ -	\$ 17,000	-	\$ -	-
Revenues without Use of Fund Balance	-	-	17,000	-	-	-
Use of Fund Balance	75,000	75,000	-	0.00%	-	0.00%
TOTAL REVENUES	\$ 75,000	\$ 75,000	\$ 17,000	22.67%	\$ -	0.00%
Appropriations:						
Sheriff	\$ 75,000	\$ 75,000	\$ 200	0.27%	\$ -	0.00%
TOTAL APPROPRIATIONS	\$ 75,000	\$ 75,000	\$ 200	0.27%	\$ -	0.00%
Projected Fund Balance December 31	\$ 138,253	\$ 138,253				
Fund Balance as of Report Date			\$ 230,053			

YTD FINANCIAL REPORT 2025 | GWINNETT COUNTY

Sheriff Special State Fund (067)

The Sheriff Special State Fund accounts for revenues resulting from the State of Georgia's confiscation of money or the sale of property from illegal drug and narcotics activities. The law states that any money or property confiscated in this manner shall be used for restricted purposes, and all expenditures are validated against state guidelines.

	FY 2025			% Actual to Current Budget	FY 2024	
	2025 Adopted Budget	Current Annual Budget as of 05/31/2025	Actuals YTD as of 05/31/2025		Actuals YTD as of 05/31/2024	% Actual to 05/31/2024 Budget
Fund Balance January 1	\$ 366,666	\$ 366,666	\$ 366,666			
Revenues:						
Fines and Forfeitures	\$ -	\$ 44,463	\$ 44,463	100.00%	\$ 133,453	100.00%
Investment Income	-	-	4,515	-	2,025	-
Revenues without Use of Fund Balance	-	44,463	48,978	110.15%	135,478	101.52%
Use of Fund Balance	70,000	70,000	-	0.00%	-	0.00%
TOTAL REVENUES	\$ 70,000	\$ 114,463	\$ 48,978	42.79%	\$ 135,478	66.59%
Appropriations:						
Sheriff	\$ 70,000	\$ 114,463	\$ -	0.00%	\$ 6,303	3.10%
TOTAL APPROPRIATIONS	\$ 70,000	\$ 114,463	\$ -	0.00%	\$ 6,303	3.10%
Projected Fund Balance December 31	\$ 296,666	\$ 296,666				
Fund Balance as of Report Date			\$ 415,644			

YTD FINANCIAL REPORT 2025 | GWINNETT COUNTY

Stadium Fund (055)

The Stadium Fund accumulates stadium-related revenues in order to pay debt service on the Stadium construction bonds and insurance expenditures. Motor vehicle rental excise taxes are receipted one month in arrears. Intergovernmental revenue is realized in the form of a one-time annual payment from the Gwinnett Convention and Visitors Bureau in January. Charges for Services revenues from ticket sales, parking, rental fees, and naming rights are received in April, June, and October. Debt service payments occur biannually in January and July.

	FY 2025			% Actual to Current Budget	FY 2024	
	2025 Adopted Budget	Current Annual Budget as of 05/31/2025	Actuals YTD as of 05/31/2025		Actuals YTD as of 05/31/2024	% Actual to 05/31/2024 Budget
Fund Balance January 1	\$ 4,903,628	\$ 4,903,628	\$ 4,903,628			
Revenues:						
Taxes	\$ 1,036,158	\$ 1,036,158	\$ 337,702	32.59%	\$ 279,675	25.22%
Intergovernmental	400,000	400,000	400,000	100.00%	400,000	100.00%
Charges for Services	1,202,869	1,202,869	184,024	15.30%	184,025	14.62%
Investment Income	47,000	47,000	65,746	139.89%	60,209	103.45%
TOTAL REVENUES	<u>\$ 2,686,027</u>	<u>\$ 2,686,027</u>	<u>\$ 987,472</u>	36.76%	<u>\$ 923,909</u>	32.69%
Appropriations:						
Stadium Operations	\$ 2,126,868	\$ 2,126,868	\$ 1,716,529	80.71%	\$ 1,740,944	78.23%
Appropriations without Contribution to Fund Balance	2,126,868	2,126,868	1,716,529	80.71%	1,740,944	78.23%
Contribution to Fund Balance	559,159	559,159	-	0.00%	-	0.00%
TOTAL APPROPRIATIONS	<u>\$ 2,686,027</u>	<u>\$ 2,686,027</u>	<u>\$ 1,716,529</u>	63.91%	<u>\$ 1,740,944</u>	61.60%
Projected Fund Balance December 31	\$ 5,462,787	\$ 5,462,787				
Fund Balance as of Report Date			\$ 4,174,571			

YTD FINANCIAL REPORT 2025 | GWINNETT COUNTY

Tree Bank Fund (040)

This fund accounts for activities related to the Gwinnett County Buffer, Landscape and Tree Ordinance. During the permitting process, the developer has the option to pay money when the required tree density units cannot be met on site. The monies collected must be used by the Department of Planning and Development, Community Services and/or Support Services for the planting of trees at parks, greenways, fire stations, and libraries within the same commission district in which the development is located or within five miles of such district. Alternate planning locations may be approved by the Director of the Department of Planning and Development. Expenditures for this fund occur as projects are identified and approved.

	FY 2025			% Actual to Current Budget	FY 2024	
	2025 Adopted Budget	Current Annual Budget as of 05/31/2025	Actuals YTD as of 05/31/2025		Actuals YTD as of 05/31/2024	% Actual to 05/31/2024 Budget
Fund Balance January 1	\$ 878,008	\$ 878,008	\$ 878,008			
Revenues:						
Licenses and Permits	\$ 100,000	\$ 100,000	\$ 13,160	13.16%	\$ 193,504	1,290.03%
Investment Income	-	-	8,185	-	9,659	-
Revenues without Use of Fund Balance	100,000	100,000	21,345	21.35%	203,163	1,354.42%
Use of Fund Balance	300,000	300,000	-	0.00%	-	0.00%
TOTAL REVENUES	\$ 400,000	\$ 400,000	\$ 21,345	5.34%	\$ 203,163	203.16%
Appropriations:						
Planning and Development	\$ 400,000	\$ 400,000	\$ 52,692	13.17%	\$ -	0.00%
TOTAL APPROPRIATIONS	\$ 400,000	\$ 400,000	\$ 52,692	13.17%	\$ -	0.00%
Projected Fund Balance December 31	\$ 578,008	\$ 578,008				
Fund Balance as of Report Date			\$ 846,661			

YTD FINANCIAL REPORT 2025 | GWINNETT COUNTY

Tourism Fund (050)

The Tourism Fund accounts for the collection and disbursement of hotel/motel tax revenue in accordance with state law which includes debt service payments for the Gas South District and parking facility. Hotel/motel taxes are receipted one month in arrears. Other expenses associated with this fund are quarterly payments to the Gwinnett Convention and Visitors Bureau per a management agreement. Debt service payments occur biannually in March and September.

	FY 2025			% Actual to Current Budget	FY 2024	
	2025 Adopted Budget	Current Annual Budget as of 05/31/2025	Actuals YTD as of 05/31/2025		Actuals YTD as of 05/31/2024	% Actual to 05/31/2024 Budget
Fund Balance January 1	\$ 25,453,650	\$ 25,453,650	\$ 25,453,650			
Revenues:						
Taxes	\$ 14,144,182	\$ 14,144,182	\$ 5,200,351	36.77%	\$ 4,387,220	31.25%
Charges for Services	1,000	1,000	-	0.00%	-	0.00%
Investment Income	802,000	802,000	373,083	46.52%	385,055	75.50%
Miscellaneous	45,119	45,119	-	0.00%	-	0.00%
Revenues without Use of Fund Balance	14,992,301	14,992,301	5,573,434	37.18%	4,772,275	32.70%
Use of Fund Balance	3,725,640	3,725,640	-	0.00%	-	0.00%
TOTAL REVENUES	\$ 18,717,941	\$ 18,717,941	\$ 5,573,434	29.78%	\$ 4,772,275	25.48%
Appropriations:						
Facility Debt	\$ 13,690,977	\$ 13,690,977	\$ 2,692,985	19.67%	\$ 2,767,464	20.23%
Tourism	5,026,964	5,026,964	2,587,071	51.46%	2,481,767	49.12%
TOTAL APPROPRIATIONS	\$ 18,717,941	\$ 18,717,941	\$ 5,280,056	28.21%	\$ 5,249,231	28.02%
Projected Fund Balance December 31	\$ 21,728,010	\$ 21,728,010				
Fund Balance as of Report Date			\$ 25,747,028			

YTD FINANCIAL REPORT 2025 | GWINNETT COUNTY

Airport Operating Fund (520)

The Airport Operating Fund accounts for the operation and maintenance of the County airport, Briscoe Field.

	FY 2025				FY 2024	
	2025 Adopted Budget	Current Annual Budget as of 05/31/2025	Actuals YTD as of 05/31/2025	% Actual to Current Budget	Actuals YTD as of 05/31/2024	% Actual to 05/31/2024 Budget
Net Position January 1	\$ 933,913	\$ 933,913	\$ 933,913			
Revenues:						
Charges for Services	\$ 155,000	\$ 155,000	\$ 81,647	52.68%	\$ 77,766	51.84%
Investment Income	64,000	64,000	20,513	32.05%	22,758	44.22%
Miscellaneous	1,200,000	1,200,000	674,407	56.20%	518,555	53.19%
Other Financing Sources	116,750	116,750	48,646	41.67%	10,417	41.67%
Revenues without Use of Net Position	1,535,750	1,535,750	825,213	53.73%	629,496	52.39%
Use of Net Position	480,579	480,579	-	0.00%	-	0.00%
TOTAL REVENUES	\$ 2,016,329	\$ 2,016,329	\$ 825,213	40.93%	\$ 629,496	32.51%
Appropriations:						
Transportation*	\$ 2,005,329	\$ 2,005,329	\$ 706,701	35.24%	\$ 672,128	34.91%
Non-Departmental:						
Reserves - Compensation	10,000	10,000	-	0.00%	-	0.00%
Reserves - Fuel/Parts	1,000	1,000	-	0.00%	-	0.00%
Total Non-Departmental	11,000	11,000	-	0.00%	-	0.00%
TOTAL APPROPRIATIONS	\$ 2,016,329	\$ 2,016,329	\$ 706,701	35.05%	\$ 672,128	34.71%
Projected Net Position December 31	\$ 453,334	\$ 453,334				
Net Position as of Report Date			\$ 1,052,425			

* Includes amounts transferred to the renewal and extension fund for capital improvement purposes.

YTD FINANCIAL REPORT 2025 | GWINNETT COUNTY

Economic Development Operating Fund (530)

The Economic Development Operating Fund supports debt service and operations related to economic development. Debt service payments occur biannually in March and September.

	FY 2025			% Actual to Current Budget	FY 2024	
	2025 Adopted Budget	Current Annual Budget as of 05/31/2025	Actuals YTD as of 05/31/2025		Actuals YTD as of 05/31/2024	% Actual to 05/31/2024 Budget
Net Position January 1	\$ 14,410,937	\$ 14,410,937	\$ 14,410,937			
Revenues:						
Investment Income	\$ 189,000	\$ 189,000	\$ 72,003	38.10%	\$ 121,261	64.47%
Miscellaneous	3,700,000	3,700,000	354,086	9.57%	1,173,257	33.02%
Other Financing Sources	7,043,703	7,043,703	-	0.00%	-	0.00%
Revenues without Use of Net Position	10,932,703	10,932,703	426,089	3.90%	1,294,518	17.17%
Use of Net Position	1,089,929	1,089,929	-	0.00%	-	0.00%
TOTAL REVENUES	\$ 12,022,632	\$ 12,022,632	\$ 426,089	3.54%	\$ 1,294,518	13.52%
Appropriations:						
Non-Departmental:						
Economic Development Activity	\$ 12,022,632	\$ 12,022,632	\$ 1,350,418	11.23%	\$ 1,212,614	12.66%
Total Non-Departmental	12,022,632	12,022,632	1,350,418	11.23%	1,212,614	12.66%
TOTAL APPROPRIATIONS	\$ 12,022,632	\$ 12,022,632	\$ 1,350,418	11.23%	\$ 1,212,614	12.66%
Projected Net Position December 31	\$ 13,321,008	\$ 13,321,008				
Net Position as of Report Date			\$ 13,486,608			

YTD FINANCIAL REPORT 2025 | GWINNETT COUNTY

Local Transit Operating Fund (515)

The Local Transit Operating Fund accounts for the operation and maintenance of the Transit System. Revenues are received from fares and a contribution from the General Fund.

	FY 2025			% Actual to Current Budget	FY 2024	
	2025 Adopted Budget	Current Annual Budget as of 05/31/2025	Actuals YTD as of 05/31/2025		Actuals YTD as of 05/31/2024	% Actual to 05/31/2024 Budget
Net Position January 1	\$ 10,979,094	\$ 10,979,094	\$ 10,979,094			
Revenues:						
Intergovernmental	\$ -	\$ -	\$ 187,447	-	\$ -	-
Charges for Services	2,100,000	2,100,000	1,013,293	48.25%	835,631	36.45%
Investment Income	540,500	540,500	199,641	36.94%	254,131	43.22%
Miscellaneous	-	-	4,979	-	6,192	-
Other Financing Sources	14,800,000	14,800,000	6,166,667	41.67%	7,334,167	41.67%
Revenues without Use of Net Position	17,440,500	17,440,500	7,572,027	43.42%	8,430,121	41.16%
Use of Net Position	6,313,066	6,313,066	-	0.00%	-	0.00%
TOTAL REVENUES	\$ 23,753,566	\$ 23,753,566	\$ 7,572,027	31.88%	\$ 8,430,121	28.92%
Appropriations:						
Transportation*	\$ 23,740,566	\$ 23,740,566	\$ 6,019,626	25.36%	\$ 5,800,605	19.91%
Non-Departmental:						
Reserves - Compensation	13,000	13,000	-	0.00%	-	0.00%
Total Non-Departmental	13,000	13,000	-	0.00%	-	0.00%
TOTAL APPROPRIATIONS	\$ 23,753,566	\$ 23,753,566	\$ 6,019,626	25.34%	\$ 5,800,605	19.90%
Projected Net Position December 31	\$ 4,666,028	\$ 4,666,028				
Net Position as of Report Date			\$ 12,531,495			

* Includes amounts transferred to the renewal and extension fund for capital improvement purposes.

YTD FINANCIAL REPORT 2025 | GWINNETT COUNTY

Solid Waste Operating Fund (595)

The Solid Waste Operating Fund accounts for the operations as provided in the Solid Waste Collection and Disposal Services Ordinance. Tax revenues are received quarterly from non-exclusive franchise fees paid by commercial waste haulers. Residential service fees are paid by homeowners in unincorporated Gwinnett County and reported as Charges for Services. Payments to haulers lag one month.

	FY 2025			% Actual to Current Budget	FY 2024	
	2025 Adopted Budget	Current Annual Budget as of 05/31/2025	Actuals YTD as of 05/31/2025		Actuals YTD as of 05/31/2024	% Actual to 05/31/2024 Budget
Net Position January 1	\$ 23,916,594	\$ 23,916,594	\$ 23,916,594			
Revenues:						
Taxes	\$ 1,200,000	\$ 1,200,000	\$ 712,582	59.38%	\$ 370,689	39.02%
Charges for Services	58,784,029	58,784,029	24,843,197	42.26%	23,095,815	41.73%
Investment Income	1,782,000	1,782,000	1,163,503	65.29%	1,155,392	72.48%
Miscellaneous	100	100	15,962	15,962.00%	683	683.00%
TOTAL REVENUES	<u>\$ 61,766,129</u>	<u>\$ 61,766,129</u>	<u>\$ 26,735,244</u>	43.28%	<u>\$ 24,622,579</u>	40.86%
Appropriations:						
Support Services	\$ 61,176,797	\$ 61,176,797	\$ 20,244,094	33.09%	\$ 19,873,246	33.00%
Non-Departmental:						
Reserves - Compensation	10,000	10,000	-	0.00%	-	0.00%
Non-Departmental Solid Waste	33,032	33,032	13,763	41.67%	13,763	41.67%
Total Non-Departmental	<u>43,032</u>	<u>43,032</u>	<u>13,763</u>	31.98%	<u>13,763</u>	31.98%
Appropriations without Working Capital Reserve	61,219,829	61,219,829	20,257,857	33.09%	19,887,009	33.00%
Working Capital Reserve	546,300	546,300	-	0.00%	-	-
TOTAL APPROPRIATIONS	<u>\$ 61,766,129</u>	<u>\$ 61,766,129</u>	<u>\$ 20,257,857</u>	32.80%	<u>\$ 19,887,009</u>	33.00%
Projected Net Position December 31	\$ 24,462,894	\$ 24,462,894				
Net Position as of Report Date			\$ 30,393,981			

Payments to Haulers is included in the Support Services expense line item.

YTD FINANCIAL REPORT 2025 | GWINNETT COUNTY

Stormwater Operating Fund (590)

This fund supports the operation, maintenance, and capital improvement of the County's stormwater system. Charges for services are calculated based on the impervious surface of a parcel of land and are collected in the fourth quarter with property tax collections.

	FY 2025				FY 2024	
	2025 Adopted Budget	Current Annual Budget as of 05/31/2025	Actuals YTD as of 05/31/2025	% Actual to Current Budget	Actuals YTD as of 05/31/2024	% Actual to 05/31/2024 Budget
Net Position January 1	\$ 19,359,909	\$ 19,359,909	\$ 19,359,909			
Revenues:						
Charges for Services	\$ 31,550,187	\$ 31,550,187	\$ 663,385	2.10%	\$ 818,697	2.61%
Investment Income	541,000	541,000	295,230	54.57%	296,054	154.19%
Miscellaneous	-	-	14,547	-	303	-
Revenues without Use of Net Position	32,091,187	32,091,187	973,162	3.03%	1,115,054	3.53%
Use of Net Position	3,071,110	3,071,110	-	0.00%	-	-
TOTAL REVENUES	\$ 35,162,297	\$ 35,162,297	\$ 973,162	2.77%	\$ 1,115,054	3.53%
Appropriations:						
Planning and Development	\$ 1,574,984	\$ 1,574,984	\$ 603,674	38.33%	\$ 647,679	32.19%
Water Resources*	33,407,313	33,407,313	12,947,087	38.76%	10,940,241	37.77%
Non-Departmental:						
Reserves - Compensation	53,000	53,000	-	0.00%	-	0.00%
Reserves - Fuel/Parts	14,000	14,000	-	0.00%	-	0.00%
Non-Departmental Stormwater	113,000	113,000	-	0.00%	-	0.00%
Total Non-Departmental	180,000	180,000	-	0.00%	-	0.00%
TOTAL APPROPRIATIONS	\$ 35,162,297	\$ 35,162,297	\$ 13,550,761	38.54%	\$ 11,587,920	36.69%
Projected Net Position December 31	\$ 16,288,799	\$ 16,288,799				
Net Position as of Report Date			\$ 6,782,310			

* Includes amounts transferred to the renewal and extension fund for capital improvement purposes.

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Water and Sewer Operating Fund (501)

This fund supports the operation, maintenance, and capital improvement of the water and sewer system. Revenues are received from monthly usage bills, connections fees, and development charges.

	FY 2025			% Actual to Current Budget	FY 2024	
	2025 Adopted Budget	Current Annual Budget as of 05/31/2025	Actuals YTD as of 05/31/2025		Actuals YTD as of 05/31/2024	% Actual to 05/31/2024 Budget
Net Position January 1	\$ 186,086,605	\$ 186,086,605	\$ 186,086,605			
Revenues:						
Charges for Services	\$ 430,641,368	\$ 430,641,368	\$ 156,120,466	36.25%	\$ 150,674,346	36.70%
Investment Income	5,289,500	5,289,500	2,716,487	51.36%	2,238,531	53.72%
Contributions and Donations	30,227,414	30,227,414	11,341,310	37.52%	14,366,647	48.73%
Miscellaneous	-	-	298,349	-	101,124	-
Revenues without Use of Net Position	466,158,282	466,158,282	170,476,612	36.57%	167,380,648	37.68%
Use of Net Position	24,731,301	24,731,301	-	0.00%	-	0.00%
TOTAL REVENUES	\$ 490,889,583	\$ 490,889,583	\$ 170,476,612	34.73%	\$ 167,380,648	34.76%
Appropriations:						
Planning and Development	\$ 1,977,724	\$ 1,977,724	\$ 655,602	33.15%	\$ 357,143	30.61%
Water Resources*	488,045,859	488,045,859	196,040,596	40.17%	186,271,742	38.84%
Non-Departmental:						
Reserves - Compensation	527,000	527,000	-	0.00%	-	0.00%
Reserves - Fuel/Parts	89,000	89,000	-	0.00%	-	0.00%
Non-Departmental Water Resources	250,000	250,000	-	0.00%	-	0.00%
Total Non-Departmental	866,000	866,000	-	0.00%	-	0.00%
TOTAL APPROPRIATIONS	\$ 490,889,583	\$ 490,889,583	\$ 196,696,198	40.07%	\$ 186,628,885	38.76%
Projected Net Position December 31	\$ 161,355,304	\$ 161,355,304				
Net Position as of Report Date			\$ 159,867,019			

* Includes amounts transferred to the renewal and extension fund for capital improvement purposes.

YTD FINANCIAL REPORT 2025 | GWINNETT COUNTY

Administrative Support Fund (665)

The Administrative Support Fund accounts for the activities of all central support departments: County Administration (excluding the County Clerk, Community Outreach, Economic Development, Gwinnett Clean and Beautiful, and Internal Audit), Financial Services (excluding the Tax Assessor), Human Resources, Information Technology Services, Law, and Support Services. These activities are funded by indirect cost charges to all other funds receiving benefits.

	FY 2025			% Actual to Current Budget	FY 2024	
	2025 Adopted Budget	Current Annual Budget as of 05/31/2025	Actuals YTD as of 05/31/2025		Actuals YTD as of 05/31/2024	% Actual to 05/31/2024 Budget
Net Position January 1	\$ 28,283,559	\$ 28,283,559	\$ 28,283,559			
Revenues:						
Charges for Services	\$ 153,361,910	\$ 153,361,910	\$ 56,043,761	36.54%	\$ 50,938,386	36.34%
Investment Income	715,500	715,500	456,456	63.80%	567,315	187.79%
Miscellaneous	364,796	364,796	395,859	108.52%	199,213	62.76%
TOTAL REVENUES	<u>\$ 154,442,206</u>	<u>\$ 154,442,206</u>	<u>\$ 56,896,076</u>	36.84%	<u>\$ 51,704,914</u>	36.72%
Appropriations:						
Communications	\$ 9,796,595	\$ 9,796,595	\$ 3,271,573	33.40%	\$ 3,051,624	34.17%
County Administration	9,699,092	9,699,092	2,952,825	30.44%	2,414,948	34.90%
Financial Services	12,445,471	12,445,471	4,285,651	34.44%	4,106,291	35.85%
Human Resources	9,705,970	9,705,970	3,431,796	35.36%	2,482,534	28.40%
Information Technology Services	79,657,699	79,657,699	25,294,250	31.75%	21,210,502	28.48%
Law	4,411,226	4,411,226	1,613,140	36.57%	1,378,048	35.77%
Support Services	25,790,653	25,790,653	9,201,580	35.68%	8,463,275	35.47%
Non-Departmental:						
Reserves - Fuel/Parts	4,000	4,000	-	0.00%	-	0.00%
Non-Departmental Admin Support	2,931,500	2,931,500	550,886	18.79%	194,694	7.59%
Total Non-Departmental	<u>2,935,500</u>	<u>2,935,500</u>	<u>550,886</u>	18.77%	<u>194,694</u>	7.58%
TOTAL APPROPRIATIONS	<u>\$ 154,442,206</u>	<u>\$ 154,442,206</u>	<u>\$ 50,601,701</u>	32.76%	<u>\$ 43,301,916</u>	30.75%
Projected Net Position December 31	\$ 28,283,559	\$ 28,283,559				
Net Position as of Report Date			\$ 34,577,934			

YTD FINANCIAL REPORT 2025 | GWINNETT COUNTY

Auto Liability Fund (606)

The Auto Liability Fund accounts for all financial transactions related to the County's property, liability and casualty insurance coverage on vehicles. Revenues are contributions from other Gwinnett County funds and are based on the number of employees and actual third party automobile claims for County vehicles only.

	FY 2025			% Actual to Current Budget	FY 2024	
	2025 Adopted Budget	Current Annual Budget as of 05/31/2025	Actuals YTD as of 05/31/2025		Actuals YTD as of 05/31/2024	% Actual to 05/31/2024 Budget
Net Position January 1	\$ 3,857,131	\$ 3,857,131	\$ 3,857,131			
Revenues:						
Charges for Services	\$ 4,501,101	\$ 4,501,101	\$ 1,875,459	41.67%	\$ 1,875,346	41.67%
Investment Income	212,000	212,000	144,142	67.99%	154,659	80.97%
TOTAL REVENUES	<u>\$ 4,713,101</u>	<u>\$ 4,713,101</u>	<u>\$ 2,019,601</u>	42.85%	<u>\$ 2,030,005</u>	43.27%
Appropriations:						
Financial Services	\$ 3,772,950	\$ 3,772,950	\$ 1,077,297	28.55%	\$ 891,503	25.44%
Appropriations without Working Capital Reserve	3,772,950	3,772,950	1,077,297	28.55%	891,503	25.44%
Working Capital Reserve	940,151	940,151	-	0.00%	-	0.00%
TOTAL APPROPRIATIONS	<u>\$ 4,713,101</u>	<u>\$ 4,713,101</u>	<u>\$ 1,077,297</u>	22.86%	<u>\$ 891,503</u>	19.00%
Projected Net Position December 31	\$ 4,797,282	\$ 4,797,282				
Net Position as of Report Date			\$ 4,799,435			

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Fleet Management Fund (610)

The Fleet Management Fund accounts for all financial transactions related to the maintenance of the County fleet.

	FY 2025				FY 2024	
	2025 Adopted Budget	Current Annual Budget as of 05/31/2025	Actuals YTD as of 05/31/2025	% Actual to Current Budget	Actuals YTD as of 05/31/2024	% Actual to 05/31/2024 Budget
Net Position January 1	\$ 9,884,129	\$ 9,884,129	\$ 9,884,129			
Revenues:						
Charges for Services	\$ 15,322,679	\$ 15,322,679	\$ 7,591,881	49.55%	\$ 6,330,979	57.50%
Investment Income	245,500	245,500	160,063	65.20%	138,494	53.02%
Miscellaneous	343,500	343,500	476,805	138.81%	459,234	165.79%
Other Financing Sources	15,000	15,000	15,972	106.48%	14,422	-
TOTAL REVENUES	\$ 15,926,679	\$ 15,926,679	\$ 8,244,721	51.77%	\$ 6,943,129	52.16%
Appropriations:						
Support Services	\$ 13,525,276	\$ 13,525,276	\$ 5,183,635	38.33%	\$ 4,959,430	40.34%
Non-Departmental:						
Reserves - Compensation	33,000	33,000	-	0.00%	-	0.00%
Reserves - Fuel/Parts	3,000	3,000	-	0.00%	-	0.00%
Non-Departmental Fleet Management	2,211,878	2,211,878	921,616	41.67%	411,009	41.67%
Total Non-Departmental	2,247,878	2,247,878	921,616	41.00%	411,009	40.40%
Appropriations without Working Capital Reserve	15,773,154	15,773,154	6,105,251	38.71%	5,370,439	40.35%
Working Capital Reserve	153,525	153,525	-	0.00%	-	-
TOTAL APPROPRIATIONS	\$ 15,926,679	\$ 15,926,679	\$ 6,105,251	38.33%	\$ 5,370,439	40.35%
Projected Net Position December 31	\$ 10,037,654	\$ 10,037,654				
Net Position as of Report Date			\$ 12,023,599			

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Group Self-Insurance Fund (605)

The Group Self Insurance Fund accounts for all financial transactions related to the payment of premiums and benefits for active employees' health, disability, and life insurance. Revenues are received from employee and employer contributions.

	FY 2025			% Actual to Current Budget	FY 2024	
	2025 Adopted Budget	Current Annual Budget as of 05/31/2025	Actuals YTD as of 05/31/2025		Actuals YTD as of 05/31/2024	% Actual to 05/31/2024 Budget
Net Position January 1	\$ 56,083,886	\$ 56,083,886	\$ 56,083,886			
Revenues:						
Charges for Services	\$ 94,365,909	\$ 94,365,909	\$ 39,673,051	42.04%	\$ 33,548,882	42.13%
Investment Income	1,940,000	1,940,000	897,200	46.25%	838,741	74.30%
Miscellaneous	-	-	517,933	-	449,585	-
Revenues without Use of Net Position	96,305,909	96,305,909	41,088,184	42.66%	34,837,208	43.14%
Use of Net Position	2,776,745	2,776,745	-	0.00%	-	0.00%
TOTAL REVENUES	\$ 99,082,654	\$ 99,082,654	\$ 41,088,184	41.47%	\$ 34,837,208	41.78%
Appropriations:						
Human Resources	\$ 99,068,654	\$ 99,068,654	\$ 42,440,258	42.84%	\$ 32,158,837	38.57%
Non-Departmental:						
Reserves - Compensation	14,000	14,000	-	0.00%	-	0.00%
Total Non-Departmental	14,000	14,000	-	0.00%	-	0.00%
TOTAL APPROPRIATIONS	\$ 99,082,654	\$ 99,082,654	\$ 42,440,258	42.83%	\$ 32,158,837	38.57%
Projected Net Position December 31	\$ 53,307,141	\$ 53,307,141				
Net Position as of Report Date			\$ 54,731,812			

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Risk Management Fund (602)

The Risk Management Fund accounts for all financial transactions related to the County's property liability and casualty insurance. Revenues are received from charges to the user departments based on the number of employees, prior claims, and property liability coverage needs. Annual insurance premiums are paid in January.

	FY 2025			% Actual to Current Budget	FY 2024	
	2025 Adopted Budget	Current Annual Budget as of 05/31/2025	Actuals YTD as of 05/31/2025		Actuals YTD as of 05/31/2024	% Actual to 05/31/2024 Budget
Net Position January 1	\$ 5,239,159	\$ 5,239,159	\$ 5,239,159			
Revenues:						
Charges for Services	\$ 16,013,362	\$ 16,013,362	\$ 6,672,233	41.67%	\$ 6,458,331	41.67%
Investment Income	98,500	98,500	172,837	175.47%	105,210	90.39%
Miscellaneous	270,000	270,000	202,213	74.89%	290,640	-
TOTAL REVENUES	\$ 16,381,862	\$ 16,381,862	\$ 7,047,283	43.02%	\$ 6,854,181	43.89%
Appropriations:						
Financial Services	\$ 15,644,980	\$ 15,644,980	\$ 7,044,566	45.03%	\$ 8,049,295	52.17%
Non-Departmental:						
Reserves - Compensation	10,000	10,000	-	0.00%	-	0.00%
Total Non-Departmental	10,000	10,000	-	0.00%	-	0.00%
Appropriations without Working Capital Reserve	15,654,980	15,654,980	7,044,566	45.00%	8,049,295	52.13%
Working Capital Reserve	726,882	726,882	-	0.00%	-	0.00%
TOTAL APPROPRIATIONS	\$ 16,381,862	\$ 16,381,862	\$ 7,044,566	43.00%	\$ 8,049,295	51.54%
Projected Net Position December 31	\$ 5,966,041	\$ 5,966,041				
Net Position as of Report Date			\$ 5,241,876			

YTD FINANCIAL REPORT 2025 | GWINNETT COUNTY

Workers' Compensation Fund (604)

The Workers' Compensation Fund accounts for financial transactions related to the payment of workers' compensation claims. Revenue is received from the user departments based upon the number of employees and prior claims.

	FY 2025			% Actual to Current Budget	FY 2024	
	2025 Adopted Budget	Current Annual Budget as of 05/31/2025	Actuals YTD as of 05/31/2025		Actuals YTD as of 05/31/2024	% Actual to 05/31/2024 Budget
Net Position January 1	\$ 11,103,126	\$ 11,103,126	\$ 11,103,126			
Revenues:						
Charges for Services	\$ 3,001,116	\$ 3,001,116	\$ 1,250,465	41.67%	\$ 1,458,546	41.67%
Investment Income	574,500	574,500	250,714	43.64%	273,130	58.78%
Miscellaneous	-	-	-	-	39,507	-
Revenues without Use of Net Position	3,575,616	3,575,616	1,501,179	41.98%	1,771,183	44.67%
Use of Net Position	2,350,468	2,350,468	-	0.00%	-	0.00%
TOTAL REVENUES	\$ 5,926,084	\$ 5,926,084	\$ 1,501,179	25.33%	\$ 1,771,183	30.09%
Appropriations:						
Human Resources	\$ 5,916,084	\$ 5,916,084	\$ 2,087,798	35.29%	\$ 1,812,985	30.86%
Non-Departmental:						
Reserves - Compensation	10,000	10,000	-	0.00%	-	0.00%
Total Non-Departmental	10,000	10,000	-	0.00%	-	0.00%
TOTAL APPROPRIATIONS	\$ 5,926,084	\$ 5,926,084	\$ 2,087,798	35.23%	\$ 1,812,985	30.80%
Projected Net Position December 31	\$ 8,752,658	\$ 8,752,658				
Net Position as of Report Date			\$ 10,516,507			

BUDGET ADJUSTMENTS BY FUND - REVENUES

AS OF 5/31/2025

Department/Fund	2025 Adopted Budget	2025 Current Annual Budget - May	Difference (Adjustments Year to Date)	Description	Current Month	Year to Date
Police Service District Fund (106)						
Miscellaneous	459,063	460,813	1,750	GCID 20250378 for the Chairwoman to execute a Second Amendment to the Tall Structure Lease Agreement with New Cingular Wireless PCS, LLC to allow modification of equipment located on the communication tower at 4663 Anderson-Livsey Lane, Snellville, Tax Parcel No.R4348 098. Subject to approval as to form by the Law Department.	1,750	1,750
				Total: Miscellaneous	1,750	1,750
Use of Fund Balance	8,457,572	8,455,822	(1,750)	GCID 20250378 for the Chairwoman to execute a Second Amendment to the Tall Structure Lease Agreement with New Cingular Wireless PCS, LLC to allow modification of equipment located on the communication tower at 4663 Anderson-Livsey Lane, Snellville, Tax Parcel No.R4348 098. Subject to approval as to form by the Law Department.	(1,750)	(1,750)
				Total: Use of Fund Balance	(1,750)	(1,750)
<i>Total: Police Service District Fund</i>						
Street Lighting Fund (002)						
Charges for Services	9,600,000	9,627,435	27,435	GCID 20250179 to incorporate Ashly Pines Phase 5, Beechwood Estates, Everson Road, Mills Farm, and Quinn Ridge into the Gwinnett County Streetlighting Program. Subject to approval as to form by the Law Department.	-	27,435
				Total: Charges for Services	-	27,435
<i>Total: Street Lighting Fund</i>						

Department/Fund	2025 Adopted Budget	2025 Current Annual Budget - May	Difference (Adjustments Year to Date)	Description	Current Month	Year to Date
DA Special State Fund (083)						
Fines and Forfeitures	-	40,087	40,087	Adjust revenue and appropriation budgets to incorporate collected revenue for confiscated assets for Special Revenue Funds - January 2025	-	8,864
				Adjust revenue and appropriation budgets to incorporate collected revenue for confiscated assets for Special Revenue Fund - February 2025	-	4,034
				Adjust revenue and appropriation budgets to incorporate collected revenue for confiscated assets for Special Revenue Fund - March 2025	-	205
				Adjust revenue and appropriation budgets to incorporate collected revenue for confiscated assets for Special Revenue Fund - April 2025	-	15,852
				Adjust revenue and appropriation budgets to incorporate collected revenue for confiscated assets for Special Revenue Fund - May 2025	11,132	11,132
				Total: Fines and Forfeitures	11,132	40,087
Use of Fund Balance	31,718	-	(31,718)	Adjust revenue and appropriation budgets to incorporate collected revenue for confiscated assets for Special Revenue Funds. January 2025 Correction	-	(8,864)
				Adjust revenue and appropriation budgets to incorporate collected revenue for confiscated assets for Special Revenue Funds. February 2025 Correction	-	(4,034)
				Adjust revenue and appropriation budgets to incorporate collected revenue for confiscated assets for Special Revenue Fund - March 2025	-	(205)
				Adjust revenue and appropriation budgets to incorporate collected revenue for confiscated assets for Special Revenue Fund - April 2025	-	(15,852)
				Adjust revenue and appropriation budgets to incorporate collected revenue for confiscated assets for Special Revenue Fund - May 2025	(11,132)	(11,132)
				Adjust revenue and appropriation budgets to incorporate collected revenue for confiscated assets for Special Revenue Funds. May 2025 Correction	8,369	8,369
				Total: Use of Fund Balance	(2,763)	(31,718)
<i>Total: DA Special State Fund</i>			8,369		8,369	8,369

Department/Fund	2025 Adopted Budget	2025 Current Annual Budget - May	Difference (Adjustments Year to Date)	Description	Current Month	Year to Date
Police Special Justice Fund (070)						
Fines and Forfeitures	-	83,441	83,441	Adjust revenue and appropriation budgets to incorporate collected revenue for confiscated assets for Special Revenue Funds - January 2025	-	3,052
				Adjust revenue and appropriation budgets to incorporate collected revenue for confiscated assets for Special Revenue Funds - March 2025	-	49,295
				Adjust revenue and appropriation budgets to incorporate collected revenue for confiscated assets for Special Revenue Funds - April 2025	-	29,401
				Adjust revenue and appropriation budgets to incorporate collected revenue for confiscated assets for Special Revenue Funds - May 2025	1,693	1,693
				Total: Fines and Forfeitures	1,693	83,441
Use of Fund Balance	334,131	250,690	(83,441)	Adjust revenue and appropriation budgets to incorporate collected revenue for confiscated assets for Special Revenue Funds - January 2025	-	(3,052)
				Adjust revenue and appropriation budgets to incorporate collected revenue for confiscated assets for Special Revenue Funds - March 2025	-	(49,295)
				Adjust revenue and appropriation budgets to incorporate collected revenue for confiscated assets for Special Revenue Funds - April 2025	-	(29,401)
				Adjust revenue and appropriation budgets to incorporate collected revenue for confiscated assets for Special Revenue Funds - May 2025	(1,693)	(1,693)
				Total: Use of Fund Balance	(1,693)	(83,441)
<i>Total: Police Justice Fund</i>			-		-	-

Department/Fund	2025 Adopted Budget	2025 Current Annual Budget - May	Difference (Adjustments Year to Date)	Description	Current Month	Year to Date
Police Special State Fund (072)						
Fines and Forfeitures	-	78,234	78,234	Adjust revenue and appropriation budgets to incorporate collected revenue for confiscated assets for Special Revenue Funds - January 2025	-	13,361
				Adjust revenue and appropriation budgets to incorporate collected revenue for confiscated assets for Special Revenue Funds - February 2025	-	3,162
				Adjust revenue and appropriation budgets to incorporate collected revenue for confiscated assets for Special Revenue Funds - March 2025	-	100
				Adjust revenue and appropriation budgets to incorporate collected revenue for confiscated assets for Special Revenue Funds - April 2025	-	28,065
				Adjust revenue and appropriation budgets to incorporate collected revenue for confiscated assets for Special Revenue Funds - April 2025	-	2,100
				Adjust revenue and appropriation budgets to incorporate collected revenue for confiscated assets for Special Revenue Funds - May 2025	31,446	31,446
				Total: Fines and Forfeitures	31,446	78,234
Use of Fund Balance	140,700	62,466	(78,234)	Adjust revenue and appropriation budgets to incorporate collected revenue for confiscated assets for Special Revenue Funds - January 2025	-	(13,361)
				Adjust revenue and appropriation budgets to incorporate collected revenue for confiscated assets for Special Revenue Funds - February 2025	-	(3,162)
				Adjust revenue and appropriation budgets to incorporate collected revenue for confiscated assets for Special Revenue Funds - March 2025	-	(100)
				Adjust revenue and appropriation budgets to incorporate collected revenue for confiscated assets for Special Revenue Funds - April 2025	-	(30,165)
				Adjust revenue and appropriation budgets to incorporate collected revenue for confiscated assets for Special Revenue Funds - May 2025	(31,446)	(31,446)
				Total: Use of Fund Balance	(31,446)	(78,234)
<i>Total: Police Special State Fund</i>						
Sheriff Special Justice Fund (065)						
Fines and Forfeitures	-	285,529	285,529	Adjust revenue and appropriation budgets to incorporate collected revenue for confiscated assets for Special Revenue Funds - January 2025	-	49,565
				Adjust revenue and appropriation budgets to incorporate collected revenue for confiscated assets for Special Revenue Funds - March 2025	-	185,631
				Adjust revenue and appropriation budgets to incorporate collected revenue for confiscated assets for Special Revenue Funds - April 2025	-	45,037
				Adjust revenue and appropriation budgets to incorporate collected revenue for confiscated assets for Special Revenue Funds - May 2025	5,296	5,296
				Total: Fines and Forfeitures	5,296	285,529
<i>Total: Sheriff Special Justice Fund</i>						
			285,529		5,296	285,529

Department/Fund	2025 Adopted Budget	2025 Current Annual Budget - May	Difference (Adjustments Year to Date)	Description	Current Month	Year to Date
Sheriff Special State Fund (067)						
Fines and Forfeitures	-	44,463	44,463	Adjust revenue and appropriation budgets to incorporate collected revenue for confiscated assets for Special Revenue Funds - January 2025	-	1,841
				Adjust revenue and appropriation budgets to incorporate collected revenue for confiscated assets for Special Revenue Funds - March 2025	-	510
				Adjust revenue and appropriation budgets to incorporate collected revenue for confiscated assets for Special Revenue Funds - May 2025	42,112	42,112
				Total: Fines and Forfeitures	42,112	44,463
<i>Total: Sheriff Special State Fund</i>			44,463		42,112	44,463
Total Revenue Budget Adjustments			365,796		55,777	365,796

BUDGET ADJUSTMENTS BY FUND - APPROPRIATIONS

AS OF 5/31/2025

Department/Fund	2025 Adopted Budget	2025 Current Annual Budget May	Difference (Adjustments Year to Date)	Description	Current Month	Year to Date
General Fund (001)						
Juvenile Court	7,866,919	10,206,919	2,340,000	Transfer from Non-Departmental: Indigent Defense Reserve - 1st 6 months	-	1,125,000
				Indigent Defense - Remaining FY Reserves Transfer - Juvenile Court	-	1,215,000
				Total: Juvenile Court	-	2,340,000
Judiciary	40,449,669	52,824,669	12,375,000	Transfer from Non-Departmental: Indigent Defense Reserve - 1st 6 months	-	6,000,000
				Indigent Defense - Total FY Reserves Budget Transfer Administrative Office of the Courts (AOC).	-	6,375,000
				Total: Judiciary	-	12,375,000
Probate Court	5,115,335	5,400,335	285,000	Transfer from Non-Departmental: Indigent Defense Reserve - 1st 6 months	-	285,000
				Total: Probate Court	-	285,000
Non-Departmental:						
Contingency	2,071,000	1,957,996	(113,004)	GCID 20250296: RP039-24, provision and implementation of a subsidy/subrecipient audit plan and professional services on an annual contract (April 1, 2025 through March 31, 2026), to Deloitte Consulting, LLP, base amount \$131,400.00. Contract to follow award. Subject to approval as to form by the Law Department. This contract is funded 13% by the U.S. Department of Housing and Urban Development.	-	(113,004)
				Total: Contingency	-	(113,004)
Reserves - Indigent Defense	15,000,000	-	(15,000,000)	Transfer from Non-Departmental: Indigent Defense Reserve - 1st 6 months	-	(7,410,000)
				Remaining FY Reserves Transfer - Juvenile Court	-	(1,215,000)
				Total FY Reserves Budget Transfer Administrative Office of the Courts (AOC).	-	(6,375,000)
				Total: Reserves - Indigent Defense	-	(15,000,000)
Other Miscellaneous	130,000	243,004	113,004	GCID 20250296: RP039-24, provision and implementation of a subsidy/subrecipient audit plan and professional services on an annual contract (April 1, 2025 through March 31, 2026), to Deloitte Consulting, LLP, base amount \$131,400.00. Contract to follow award. Subject to approval as to form by the Law Department. This contract is funded 13% by the U.S. Department of Housing and Urban Development.	-	113,004
				Total: Other Miscellaneous	-	113,004
				Total: Non-Departmental	-	(15,000,000)
Total: General Fund						
			-		-	-

Department/Fund	2025 Adopted Budget	2025 Current Annual Budget May	Difference (Adjustments Year to Date)	Description	Current Month	Year to Date
Police Services District Fund (106)						
Recorder's Court	2,385,708	2,765,708	380,000	Indigent Defense - Reserves Transfers 1st 6 months	-	190,000
				Total FY Reserves Budget Transfer	-	190,000
				Total: Recorder's Court	-	380,000
Non-Departmental:						
Other Miscellaneous	-	1,314	1,314	GCID 20250296: RP039-24, provision and implementation of a subsidy/subrecipient audit plan and professional services on an annual contract (April 1, 2025 through March 31, 2026), to Deloitte Consulting, LLP, base amount \$131,400.00. Contract to follow award. Subject to approval as to form by the Law Department. This contract is funded 13% by the U.S. Department of Housing and Urban Development.	-	1,314
				Total: Other Miscellaneous	-	1,314
Non-Departmental Police	7,251,791	6,870,477	(381,314)	Indigent Defense - Reserves Transfers 1st 6 months	-	(190,000)
				Total FY Reserves Budget Transfer	-	(190,000)
				Total FY Reserves Budget Transfer	-	(1,314)
				Total: Non-Departmental Police	-	(381,314)
				Total: Non-Departmental	-	(380,000)
<i>Total: Police Services District Fund</i>						
			-		-	-
Street Lighting Fund (002)						
Transportation	10,363,833	10,391,268	27,435	GCID 20250179 to incorporate Ashly Pines Phase 5, Beechwood Estates, Everson Road, Mills Farm, and Quinn Ridge into the Gwinnett County Streetlighting Program. Subject to approval as to form by the Law Department.	-	27,435
				Total: Transportation	-	27,435
<i>Total: Street Lighting Fund</i>						
			27,435		-	27,435
DA Special State Fund (083)						
Contribution to Fund Balance	-	8,369	8,369	Adjust revenue and appropriation budgets to incorporate collected revenue for confiscated assets for Special Revenue Funds - January 2025	-	8,864
				Adjust revenue and appropriation budgets to incorporate collected revenue for confiscated assets for Special Revenue Funds - February 2025	-	4,034
				Adjust revenue and appropriation budgets to incorporate collected revenue for confiscated assets for Special Revenue Funds - January 2025 Correction	-	(8,864)
				Adjust revenue and appropriation budgets to incorporate collected revenue for confiscated assets for Special Revenue Funds - February 2025 Correction	-	(4,034)
				Adjust revenue and appropriation budgets to incorporate collected revenue for confiscated assets for Special Revenue Funds - May 2025 Correction	8,369	8,369
				Total: Contribution to Fund Balance	8,369	8,369
<i>Total: DA Special State Fund</i>						
			8,369		8,369	8,369

Department/Fund	2025 Adopted Budget	2025 Current Annual Budget May	Difference (Adjustments Year to Date)	Description	Current Month	Year to Date
Sheriff Special Justice Fund (065)						
Sheriff	350,000	635,529	285,529	Adjust revenue and appropriation budgets to incorporate collected revenue for confiscated assets for Special Revenue Funds January 2025	-	49,565
				Adjust revenue and appropriation budgets to incorporate collected revenue for confiscated assets for Special Revenue Funds March 2025	-	185,631
				Adjust revenue and appropriation budgets to incorporate collected revenue for confiscated assets for Special Revenue Funds April 2025	-	45,037
				Adjust revenue and appropriation budgets to incorporate collected revenue for confiscated assets for Special Revenue Funds May 2025	5,296	5,296
<i>Total: Sheriff Special Justice Fund</i>					5,296	285,529
					5,296	285,529
Sheriff Special State Fund (067)						
Sheriff	70,000	114,463	44,463	Adjust revenue and appropriation budgets to incorporate collected revenue for confiscated assets for Special Revenue Funds - January 2025	-	1,841
				Adjust revenue and appropriation budgets to incorporate collected revenue for confiscated assets for Special Revenue Funds - March 2025	-	510
				Adjust revenue and appropriation budgets to incorporate collected revenue for confiscated assets for Special Revenue Funds - May 2025	42,112	42,112
<i>Total: Sheriff Special State Fund</i>					42,112	44,463
					42,112	44,463
Total Appropriation Budget Adjustments			\$ 365,796		\$ 55,777	\$ 365,796

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20250648	20240316		
Department:	Human Resources	Date Submitted:	06/11/2025
Working Session:	07/15/2025	Business Session:	07/15/2025
Submitted By:	Purchasing – Katie Maldonado – JC	Public Hearing:	
Agenda Type	Approval	Multiple Depts?	No
Item of Business:	Locked by Purchasing <input type="checkbox"/> No		
<p>to renew RP004-21, identity theft protection on an annual contract (January 1, 2026 through December 31, 2026), with Identity Rehab Corporation dba ID Watchdog, base amount \$131,598.00. This contract is entirely participant funded.</p>			
Attachments	Summary Sheet, Justification Letter		
Authorization: Chairwoman's Signature?	<input type="checkbox"/> No		
Staff Recommendation	Approval		
BAC Action:			
Department Head	asmcallister (6/12/2025)		
Attorney	grschroff (7/8/2025)		
Agenda Purpose Only			

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
	N/A	*	N/A	brainey (7/8/2025)
Finance Comments	*No budget impact. Premiums are paid by participants.			FinDir's Initials
				raroyal (7/7/2025)

Budget Adjust Grand Jury

County Clerk Use Only			PH was Held? <input type="checkbox"/>
Working Session	<input type="text"/>	Vote	<div style="border: 1px solid black; min-height: 100px; display: flex; align-items: center; justify-content: center;"> No Action Taken </div>
Action	<input type="text" value="New Item"/>		
Tabled	<input type="text"/>		
Motion	<input type="text"/>		
2nd by	<input type="text"/>		

SUMMARY – RP004-21
Identity Theft Protection on an Annual Contract

PURPOSE:	This contract will provide identity theft protection to employees and their dependents.
LOCATION:	Department of Human Resources
AMOUNT TO BE SPENT:	\$131,598.00
PREVIOUS CONTRACT AWARD AMOUNT:	\$105,457.20
AMOUNT SPENT PREVIOUS CONTRACT:	\$131,598.00
UNIT PRICE INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):	0%
NUMBER OF BIDS/PROPOSALS DISTRIBUTED:	N/A
NUMBER OF RESPONSES:	N/A
PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) IF YES, NUMBER OF FIRMS REPRESENTED:	N/A
REASONS FOR LIMITED RESPONSE (IF RELEVANT):	N/A
RENEWAL OPTION NUMBER:	This is renewal option four (4) of four (4).
MARKET PRICES COMPARISON (FOR RENEWALS):	This proposal was awarded based on various evaluation criteria; therefore, an analysis on cost alone cannot be obtained.
CONTRACT TERM:	January 1, 2026 through December 31, 2026

COMMENTS:



MEMORANDUM

TO: Jenny Coleman
Purchasing Associate II

THROUGH: Adrienne McAllister *(signature)*
Director of Human Resources

Pam Taylor *PT*
Division Director of Human Resources

FROM: Tandy Krogh *TKK*
HR Program Coordinator

SUBJECT: Recommendation to Renew RP004-21 Provision of Identity Theft Protection on an Annual Contract

DATE: May 22, 2025

REQUESTED ACTION

The Department of Human Resources recommends renewal of the above referenced contract with Identity Rehab Corporation dba ID Watchdog, in the base amount of \$131,598.00.

DESCRIPTION

This contract will provide identity theft protection to employees and their families. This is an employee paid benefit.

FINANCIAL

1. Estimated amount to be spent: \$131,598.00
2. Projected amount to be spent previous contract period: \$131,598.00
3. Do total obligations agree with "Action Requested"? Yes X No
4. Budgeted: Yes X No
5. Contact name: Tandy Krogh Contact phone: 770-822-7942

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:
20250669	20240544

Grants Public Hearing

Department:	Human Resources	Date Submitted:	06/20/2025
Working Session:	07/15/2025	Business Session:	07/15/2025
Submitted By:	Purchasing – Katie Maldonado – JC	Multiple Depts?	No
Agenda Type	Approval		
Item of Business:	Locked by Purchasing		No

to increase RP005-21, provision of life, accident and disability plans on an annual contract for the current contract period (January 1, 2025 through December 31, 2025), with Metropolitan Life Insurance Company dba Metlife, from \$4,598,539.31 to \$5,158,917.24 and approval to renew (January 1, 2026 through December 31, 2026), base amount \$5,158,917.24. This contract is funded 40% by participants.

Attachments	Summary Sheet, Justification Letter
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Authorization:	Chairwoman's Signature?	No
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Staff Recommendation	Approval
BAC Action:	
Department Head	asmcallister (6/23/2025)
Attorney	grschroff (7/8/2025)

Agenda Purpose Only

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	Group Self-Insurance	*	\$3,427,858	brainey (7/7/2025)
Finance Comments	*The current balance in Insurance and Claims is checked as services are provided. FY2025 contract is increasing by \$340,090. Adjust revenue and appropriation budgets as necessary. For FY2026, the County-funded portion of \$3,087,768 is subject to budget approval. The remaining balance of \$2,071,149 is funded by employees and has no budget impact to the County.			FinDir's Initials raroyal (7/7/2025)

Budget Adjust Grand Jury

County Clerk Use Only			PH was Held? <input type="checkbox"/>
Working Session	<input type="text"/>	Vote	No Action Taken
Action	<input type="text" value="New Item"/>		
Tabled	<input type="text"/>		
Motion	<input type="text"/>		
2nd by	<input type="text"/>		

SUMMARY – RP005-21
Provision of Life, Accident and Disability Plans on an Annual Contract

PURPOSE:	To provide employees and their dependents with basic and optional insurance coverage in the event of an accident, disability, or death.
LOCATION:	Department of Human Resources
AMOUNT TO BE SPENT:	\$3,087,768.34 (County Cost) <u>\$2,071,148.90 (Employee Cost)</u> Total - \$5,158,917.24
PREVIOUS CONTRACT AWARD AMOUNT:	\$4,598,539.31 (includes County and employee cost)
AMOUNT SPENT PREVIOUS CONTRACT:	\$5,158,917.24 (includes County and employee cost)
UNIT PRICE INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):	0%
NUMBER OF BIDS/PROPOSALS DISTRIBUTED:	N/A
NUMBER OF RESPONSES:	N/A
PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) IF YES, NUMBER OF FIRMS REPRESENTED:	N/A
REASONS FOR LIMITED RESPONSE (IF RELEVANT):	N/A
RENEWAL OPTION NUMBER:	This is renewal option four (4) of four (4).
MARKET PRICES COMPARISON (FOR RENEWALS):	This proposal was awarded based on various evaluation criteria; therefore, an analysis on cost alone cannot be obtained.
CONTRACT TERM:	January 1, 2026 through December 31, 2026

COMMENTS:



MEMORANDUM

TO: Jenny Coleman
Purchasing Associate II

THROUGH: Adrienne McAllister *(AM)*
Director of Human Resources

Pam Taylor *pt*
Division Director of Human Resources

FROM: Tandy Krogh *TKK*
HR Program Coordinator

SUBJECT: Recommendation for increase and renewal of RP005-21, Life, Accident and Disability Plans on an Annual Contract

DATE: June 18, 2025

REQUESTED ACTION

The Human Resources Department recommends an increase to the above referenced annual contract with Metropolitan Life Insurance Company dba MetLife from \$2,747,678.35 to \$3,087,768.34. Employee paid benefits will be \$2,071,148.90 for a total contract amount of \$5,158,917.24 for the period of January 1, 2025 to December 31, 2025.

The Department of Human Resources recommends renewal of the above referenced contract with Metropolitan Life Insurance Company dba MetLife, in the amount of \$3,087,768.34. Employee paid benefits will be \$2,071,148.90, for a total contract amount of \$5,158,917.24 for the period of January 1, 2026 to December 31, 2026.

DESCRIPTION

This contract is to provide employees and their dependents with additional insurance coverage, specifically related to death, accident and disability.

FINANCIAL

1. Estimated amount to be spent: Employer: \$3,087,768.34 Employee: \$2,071,148.90
2. Projected amount to be spent previous contract period: Employer: \$3,087,768.34 Employee: \$2,071,148.90

3. Do total obligations agree with "Action Requested"? Yes No
4. Budgeted: Yes No
5. Contact name: Tandy Krogh Contact phone: 770-822-7942
6. Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount	% of Award Amount
2025	605	105000	14070001	51001600		\$340,089.99	9.92%
2026	605	105000	14070001	51001600		\$3,087,768.34	90.08%
Total						\$3,427,858.33	100%

Transfer Required: Yes No

If Yes, transfer from:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20250687			
Department:	Law Department	Date Submitted:	06/25/2025
Working Session:	07/15/2025	Business Session:	07/15/2025
Submitted By:	jennyscarter	Public Hearing:	
Agenda Type	Approval/authorization	Multiple Depts?	
Item of Business:		Locked by Purchasing	No
<p>for the Chairwoman to execute a Second Amendment to the Marketing and Administration Agreement among Gwinnett County, the Gwinnett County Water & Sewerage Authority, and The Water Tower at Gwinnett, Inc.</p>			
Attachments	Justification Memorandum; Amendment		
Authorization: Chairwoman's Signature?	Yes		
Staff Recommendation	Approval		
BAC Action:	Water & Sewerage Authority Approved on July 7, 2025, Vote 5-0.		
Department Head	mpludwiczak (7/9/2025)		
Attorney	nlwood (7/10/2025)		
Agenda Purpose Only			

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	Water & Sewer Op	*	\$1,126,876	brainey (7/10/2025)
Finance Comments	*The current balance in Personal Services is checked as services are provided. For FY2025, \$218,948 is allocated. For FY2026-27, \$907,928 is subject to budget approval.			FinDir's Initials raroyal (7/10/2025)

Budget Adjust Grand Jury

County Clerk Use Only		PH was Held?
Working Session:	<input type="text"/>	<input type="checkbox"/>
Action:	New Item	<div style="border: 1px solid black; min-height: 100px; padding: 5px;">No Action Taken</div>
Tabled:	<input type="text"/>	
Motion:	<input type="text"/>	
2nd by:	<input type="text"/>	
		Vote

MEMORANDUM

TO: Chairwoman
District Commissioners

THROUGH: Michael P. Ludwiczak *ML*
County Attorney

FROM: Jenny S. Carter *JSC*
Deputy County Attorney

SUBJECT: GCID 2025-0687 Second Amendment to the Marketing and Administration Agreement among Gwinnett County, the Gwinnett County Water & Sewerage Authority, and The Water Tower at Gwinnett, Inc.

DATE: June 25, 2025

ITEM OF BUSINESS

Approval/Authorization for the Chairwoman to execute a Second Amendment to the Marketing and Administration Agreement among Gwinnett County, the Gwinnett County Water & Sewerage Authority, and The Water Tower at Gwinnett, Inc.

BACKGROUND AND DISCUSSION

The Water Tower Global Innovation Hub @ Gwinnett, commonly referred to as The Water Tower, is a project intended to provide an international destination for water related research and study, including the formation of partnerships with universities, utilities and private industry, as well as providing water related workforce development and educational opportunities for County residents. In 2020, the Board of Commissioners awarded a contract for the construction of Phase One of The Water Tower, a 55,600 square foot, three story building with office and collaboration space, classroom and meeting space, a 250-seat multi-purpose space, and multiple laboratories, along with a field training center ("Phase One Improvements"). That same year, the Board of Commissioners approved a Marketing and Administration Agreement among Gwinnett County, the Gwinnett County Water & Sewerage Authority (the "WSA"), and The Water Tower at Gwinnett, Inc., a Georgia nonprofit corporation organized as a 501(c)(4) "social welfare" foundation (the "Foundation"). The Marketing and Administration Agreement provides for the operation, management and marketing of The Water Tower by the Foundation. Upon the completion of the Phase One Improvements in 2022, the County leased the property and improvements to the WSA and authorized a sublease to the Foundation. The Water Tower's campus is now fully operational with active demonstrations of cutting-edge technologies, workforce development and training initiatives, applied research projects, and professional development programming underway.

The parties have proposed amendments to the Marketing and Administration Agreement to revise the required performance standards and extend certain operational support provided by the County. The Marketing and Administration Agreement provides metrics for the following categories: financial sustainability, research impact, partnership, workforce development and training, and public education and outreach. The proposed amendments would modify the research impact, partnership, and public education and outreach metrics as follows:

- Clarifying that the research budget includes research directed by the Department of Water Resources
- Increasing the expected number of abstracts and presentations based on research conducted at The Water Tower from 10 to 20
- Increasing the anticipated number of academic/university partners conducting research in collaboration with The Water Tower from 5 to 20 by the end of year 5
- Increasing the projected number of partners from outside of the State of Georgia engaged in research at The Water Tower from 1 to 15 by the end of year 5
- Increasing anticipated grants received in collaboration with academic partners from \$5 million to \$10 million by the end of year 5
- Increasing projected total industry support from \$1 million to \$1.5 million
- Modifying the goal to have at least 15 industry sponsorships of at least \$50,000 each annually to a goal of increasing sponsorship revenue by 10% annually
- Modifying the goal of renting 150,000 square feet of space to industry partners (based on full build-out square footage) to a goal of 90% occupancy of available leased space
- Increasing goal for rent received from industry partners from \$250,000 to \$450,000 by year 5

The Marketing and Administration Agreement also states that the County anticipates providing certain operational support to The Water Tower, including supplying three full-time equivalent employees from the County to help staff The Water Tower for three years. Funding for these positions will end on August 31, 2025. To provide additional support for The Water Tower to meet programming demands, the proposed amendments would allow for the continuation of funding for one position through the end of 2025, one position through the end of 2026, and the remaining position through the end of 2027.

If you have any questions with regard to this matter, please do not hesitate to contact me at 770.822.8710.

**SECOND AMENDMENT TO
MARKETING AND ADMINISTRATION AGREEMENT**

Second Amendment Date: _____, 2025

County: Gwinnett County, a political subdivision of the State of Georgia

Address for Notice:

Gwinnett Justice and Administration Center
75 Langley Drive
Lawrenceville, GA 30046
Attention: County Administrator

With a copy to:

Gwinnett Justice and Administration Center
75 Langley Drive
Lawrenceville, GA 30046
Attention: County Attorney

With all periodic and financial reports to be sent additionally as follows:

Gwinnett Justice and Administration Center
75 Langley Drive
Lawrenceville, GA 30046
Attention: Chief Financial Officer

Authority: Gwinnett County Water and Sewerage Authority, a body corporate and politic and instrumentality of the State of Georgia created and existing under the Constitution of the State of Georgia

Address for Notice:

Department of Water Resources Central Facility
684 Winder Highway
Lawrenceville, GA 30046
Attention: Chairman

Foundation: The Water Tower at Gwinnett, Inc., a Georgia non-profit corporation (a 501(c)(4) “*social welfare*” foundation)

Address for Notice:

The Water Tower at Gwinnett
2500 Clean Water Court
Buford, GA 30519
Attention: Melissa L. Meeker, Chief Executive Officer

Original Agreement: Marketing and Administration Agreement dated with an Effective Date of April 21, 2020.

First Amendment: First Amendment to Marketing and Administration Agreement dated December 1, 2020.

This Second Amendment to Marketing and Administration Agreement (“**Second Amendment**”) is entered into as of the Second Amendment Date by and among the County, Authority, and Foundation to amend certain provisions of the Original Agreement, as amended by the First Amendment (collectively, the “**Agreement**”). Capitalized terms used but not defined in this Second Amendment will be given the meaning established in the Agreement.

1. Modifications. The Agreement is amended as follows:

- a. Section 4.08(b) of the Agreement is hereby amended by deleting Section 4.08(b) in its entirety and inserting in its place the following:

(b) Research Impact Metrics: By the end of year five (based on the Lease Commencement Date), the Foundation must have achieved the following research impact metrics. These research impact metrics measure the extent of the Foundation's creation of industry-leading research at the Water Tower, and are:

(i) Achieve annual Water Tower sponsored research budget of \$1,000,000.00 U.S., including DWR-directed research established in accordance with Section 6.01(d) of the Agreement.

(ii) Have research in multiple areas of regional significance as identified by a research advisory committee and evaluated on an annual basis.

(iii) Have at least five articles published in reputable journals based on research conducted at the Water Tower, in which the Water Tower brand should be featured prominently in these articles.

(iv) Have at least 20 abstracts and presentations based on research conducted at the Water Tower presented at major conferences or webcast presentations co-hosted with key partners. The Water Tower brand should be featured prominently in these presentations.

- b. Section 4.08(c) of the Agreement is hereby amended by deleting Section 4.08(c) in its entirety and inserting in its place the following:

(c) Partnerships Metrics: The Water Tower's participation in partnerships with institutions of higher education and private industry is central to achieving a robust research program and a sustainable business model. Specifically, by the end of year five (unless a different time period is described below), the Foundation will establish the following academic and industry partnerships:

(i) Academic Partnerships

(A) Have at least 15 academic/university partners conducting research in collaboration with the Water Tower by the end of year three, and 20 academic/university partners conducting research by the end of year five.

(B) Have at least three researchers from academic/university partners physically occupying offices/laboratories at the Water Tower.

(C) Have at least 15 academic partners outside the State of Georgia engaged in research at the Water Tower by the end of year five.

(D) In collaboration with partners, have received at least \$10,000,000.00 U.S. in grants for research conducted at the Water Tower with at least 10% being received by the Foundation by the end of year five.

(ii) Industry Partnerships

(A) Have received at least \$1,500,000.00 U.S. in total industry support by year five.

(B) Have established partnerships with businesses, associations, and foundations in accordance with the following minimum goals:

- Increase sponsorship revenue by 10% annually.
- At least five partners occupying space in the Water Tower.
- Maintain 90% occupancy of available leased space.
- At least 10 partners conducting joint research.
- At least 20 regular events sponsored and attended by industry partners annually by year five.
- At least \$200,000.00 U.S. in annual rent received from industry partners by year three, and \$450,000.00 U.S. received by year five.

c. Section 4.08(e)(ii) is hereby amended by deleting Section 4.08(e)(ii) in its entirety and inserting in its place the following:

At least one hundred thousand (100,000) visitors to the Water Tower's website by the end of year five (based on the Lease Commencement Date).

d. Section 6.01(b) of the Agreement is hereby amended by deleting Section 6.01(b) and inserting in its place the following:

The County will supply three full-time equivalent employees from the County to help staff the Water Tower from the commencement of operations through December 31, 2025. Thereafter, the County will continue to supply two of said full-time equivalent employee positions through December 31, 2026, and will fund one of said positions through December 31, 2027.

2. **Applicability of Remaining Provisions.** Except as expressly modified by this Second Amendment, all provisions of the Agreement will remain in full force and effect.

3. **Amendment Effectiveness.** This Second Amendment will be effective as of the Second Amendment Date. The terms and conditions of the Second Amendment will govern over any inconsistent terms and conditions in the Agreement.
4. **Counterparts.** The Second Amendment may be executed in counterparts under Section 8.18 of the Agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

SIGNATURES BEGIN ON THE FOLLOWING PAGE.]

**SIGNATURE PAGE TO
SECOND AMENDMENT TO
MARKETING AND ADMINISTRATION AGREEMENT**

The undersigned Party has caused this Second Amendment to be executed and attested by their duly authorized officers with the intent that this Second Amendment becomes enforceable and effective as of the Second Amendment Date.

“County”

Gwinnett County, a political subdivision of the
State of Georgia

By: _____

Name: Nicole L. Hencrickson

Title: Chairwoman, Board of Commissioners

Attest: _____

County Clerk

(County Seal)

Date of Approval: _____, 2025.

Approved as to Form:

Michel P. Ludwiczak
County Attorney

**SIGNATURE PAGE TO
SECOND AMENDMENT TO
MARKETING AND ADMINISTRATION AGREEMENT**

The undersigned Party has caused this Second Amendment to be executed and attested by their duly authorized officers with the intent that this Second Amendment becomes enforceable and effective as of the Second Amendment Date.

“Authority”

Gwinnett County Water and Sewerage Authority, a body corporate and politic and instrumentality of the State of Georgia created and existing under the Constitution of the State of Georgia

By: _____

Name: Bryan Kerlin

Title: Chairman

Attest: _____
Curt Thompson, Secretary

(Seal)

Date of Approval: _____, 2025.

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:
20250716	

Grants Public Hearing

Department:	Law Department	Date Submitted:	07/02/2025
Working Session:	07/15/2025	Business Session:	07/15/2025
Submitted By:	Michael P. Ludwiczak	Public Hearing:	
Agenda Type	Approval/authorization	Multiple Depts?	

Item of Business:	Locked by Purchasing	No
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of a Resolution approving the sale of 222.7 acres, more or less, of undeveloped property known as Tax Parcel Identification Numbers R7297 055, R7297 100, R7300 001, R7300 002, R7300 006, R7300 010, and R7301 147 in Gwinnett County and Tax Parcel Identification Number 07299 001040 in Hall County, by Gwinnett County and the Gwinnett County Water and Sewerage Authority, as sellers, to the City of Buford, as buyer; authorizing the execution and delivery of a Purchase and Sale Agreement and 2025 Supplemental Lease Contract between Gwinnett County and the Gwinnett County Water and Sewerage Authority relating to the sale of such property; and for other related purposes.

Attachments	Justification Memorandum, Resolution, Maps, WSA Resolution
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Authorization:	Chairwoman's Signature?	Yes
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Staff Recommendation	
BAC Action:	
Department Head	jennyscarter (7/9/2025)
Attorney	mpludwiczak (7/11/2025)

Agenda Purpose Only

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
No	TBD	*	\$20,043,657	brainey (7/11/2025)


Finance Comments	*Adjust revenue and appropriation budgets upon sale of property and determination of original funding source.	FinDir's Initials
		raroyal (7/11/2025)


Budget Adjust Grand Jury

County Clerk Use Only		PH was Held? <input type="checkbox"/>
Working Session	<input type="text"/>	<div style="border: 1px solid black; padding: 5px; min-height: 100px;">No Action Taken</div>
Action	New Item	
Tabled	<input type="text"/>	
Motion	<input type="text"/>	
2nd by	<input type="text"/>	

MEMORANDUM

TO: Chairwoman
District Commissioners

THROUGH: Michael P. Ludwiczak 
County Attorney

FROM: Nathan Wood 
Senior Assistant County Attorney

SUBJECT: Approval of Purchase and Sale Agreement and Supplemental Lease Contract for Disposition of Property by Gwinnett County and the Gwinnett County Water and Sewerage Authority
GCID 2025-0716

DATE: July 8, 2025

ITEM OF BUSINESS

Approval/Authorization of a Resolution approving the sale of 222.7 acres, more or less, of undeveloped property known as Tax Parcel Identification Numbers R7297 055, R7297 100, R7300 001, R7300 002, R7300 006, R7300 010, and R7301 147 in Gwinnett County and Tax Parcel Identification Number 07299 001040 in Hall County, by Gwinnett County and the Gwinnett County Water and Sewerage Authority, as sellers, to the City of Buford, as buyer; authorizing the execution and delivery of a Purchase and Sale Agreement and 2025 Supplemental Lease Contract between Gwinnett County and the Gwinnett County Water and Sewerage Authority relating to the sale of such property; and for other related purposes.

BACKGROUND AND DISCUSSION

Gwinnett County and the Gwinnett County Water and Sewerage Authority (the "WSA") are proposing to sell an assemblage of undeveloped property comprised of eight parcels located in the City of Buford and consisting of approximately 222.7 acres (the "Property"). The five parcels owned by the WSA, consisting of approximately 180.9 acres, are currently part of the property leased to the County for the operation of a water and sewerage system. The remaining three parcels, consisting of approximately 41.8 acres, are owned by the County. The Property was initially acquired for a proposed water supply reservoir that is no longer being planned. The Property has remained undeveloped, and no future use of the Property has been identified. Because a portion of the Property is currently leased by the County, the County is required to approve of the sale of that portion by the WSA.

The proposed purchaser, the City of Buford, has offered to purchase the Property from the WSA for its appraised fair market value of \$90,000 per acre or \$20,043,657. The City of Buford intends to utilize the Property for future educational purposes and has agreed to a use restriction to that effect. As required by state law, the proceeds of the sale of the WSA's portion of the Property will be used for extensions or improvements to the water and sewerage system. There are no limitations on the use of the proceeds of the sale of the County's portion of the Property.

This agenda item seeks approval of a Resolution approving of the sale of the Property and approving an amendment to the County's lease with the WSA to remove the WSA's portion of the Property from the lease. The WSA approved a similar resolution on July 7, 2025.

If you have any questions with regard to this matter, please do not hesitate to contact me at 770.822.8709.

RESOLUTION

A RESOLUTION TO AUTHORIZE THE EXECUTION AND DELIVERY OF A PURCHASE AND SALE AGREEMENT AND A 2025 SUPPLEMENTAL LEASE IN CONNECTION WITH THE SALE OF 222.7 ACRES MORE OR LESS OF UNDEVELOPED PROPERTY KNOWN AS TAX PARCEL IDENTIFICATION NUMBERS R7297 055, R7297 100, R7300 001, R7300 002, R7300 006, R7300 010, AND R7301 147 IN GWINNETT COUNTY AND TAX PARCEL IDENTIFICATION NUMBER 07299 001040 IN HALL COUNTY, BY GWINNETT COUNTY AND THE GWINNETT COUNTY WATER AND SEWERAGE AUTHORITY, AS SELLERS, TO THE CITY OF BUFORD, AS BUYER

WHEREAS, under the provisions of an act of the Georgia General Assembly known as the “Gwinnett County Water and Sewerage Authority Act” (Georgia Laws 1970, p. 2827 *et seq.*, as amended, the “**Authority Act**”), there was created a body corporate and politic, designated as the “Gwinnett County Water and Sewerage Authority” (the “**Authority**”), and the Authority is deemed to be a political subdivision of the State of Georgia and a public corporation thereof, which Authority has been duly activated and organized and its members are now performing their duties and are serving in the furtherance of the purpose for which the Authority was created; and

WHEREAS, pursuant to the Authority Act, the Authority was authorized to undertake the acquisition, construction and equipping of water facilities for obtaining one or more sources of water supply, the treatment of water and the distribution and sale of water to users and consumers, including, but not limited to, the State of Georgia and counties and municipalities for the purpose of resale, within and without the territorial boundaries of Gwinnett County, Georgia (the “**County**”), and additions and improvements to and extensions of such facilities and the operation and maintenance of same so as to assure an adequate water system, the acquisition, construction and equipping of sewerage facilities useful and necessary for the gathering of waste matter, and the treatment of sewage of any and every type, including, but not limited to, the acquisition and construction of treatment plants, ponds and lagoons, within and without the territorial boundaries of the County and additions and improvements to and extensions of such facilities and the operation and maintenance of same so as to assure an adequate system and to issue funding or refunding revenue bonds; and

WHEREAS, pursuant to that certain resolution adopted November 20, 1985 (the “**1985 Resolution**”), the Authority combined all of its then existing water facilities, the water and sewerage facilities acquired from the County and any other water and sewerage facilities thereafter acquired, constructed and equipped into a combined water and sewerage system as one revenue producing undertaking and issued its Revenue Refunding and Improvement Bonds, Series 1985 (the “**Series 1985 Bonds**”) in the original aggregate principal amount of \$207,612,654.10 to finance such undertaking; and

WHEREAS, the Authority and the County, pursuant to resolutions duly adopted, have heretofore entered into an Amended and Restated Lease Contract, dated as of November 1, 1985, as amended by an Amendment Number One to Amended and Restated Lease Contract dated September 9, 1997 (collectively, the “**1985 Lease**”), pursuant to which the Authority leased the Authority’s combined water and sewerage system as then existent and as thereafter added to, extended, improved and equipped (the “**System**”) to the County on a net lease basis and the County covenanted to make certain lease payments directly to the Sinking Fund Custodian (as defined in the 1985 Lease) for the account of the Authority from the **Net Revenues** (as defined in the 1985 Lease) derived from the operation of the System in amounts sufficient to enable the Authority to pay the principal of and interest on the Series 1985 Bonds and to pay the principal and interest on any additional parity bonds issued under the 1985 Resolution (collectively, the “**1985 Resolution Bonds**”) as same become due and payable, either at maturity or by

proceedings for mandatory redemption, and to create and maintain a reserve for such purpose, all as more fully set forth in the 1985 Lease; and

WHEREAS, the 1985 Lease provides for the issuance of indebtedness of the County payable from the Net Revenues and secured by a lien on such Net Revenues expressly junior and subordinate to the lien created under the 1985 Lease to secure payment of the lease payments relating to the 1985 Resolution Bonds; and

WHEREAS, the County and the Authority entered into a Supplemental Lease Contract, dated as of October 1, 2004 (the “**2004 Supplemental Lease**”), pursuant to which the Authority continues to lease the System to the County on a net lease basis and the County, in addition to its covenant under the 1985 Lease to make lease payments relating to the 1985 Resolution Bonds, makes lease payments (the “**Lease Payments**”) relating to the 2004 Indenture Bonds (hereinafter defined) directly to the Sinking Fund No. 2 Custodian (as defined in the 2004 Supplemental Lease) for the account of the Authority from the Net Revenues in amounts sufficient to enable the Authority to pay the principal of and interest on the 2004 Indenture Bonds as the same become due and payable, either at maturity or by proceedings for mandatory redemption, all as more fully set forth in the 2004 Supplemental Lease; and

WHEREAS, the Authority entered into a Trust Indenture dated as of October 1, 2004 (as supplemented, the “**Indenture**”) with The Bank of New York Mellon Trust Company, N.A. (formerly known as The Bank of New York Trust Company, N.A.), as trustee (the “**Trustee**”), pursuant to which the Authority issued \$60,000,000 in aggregate principal amount of its Variable Rate Revenue Bonds, Series 2004A, and \$60,000,000 in aggregate principal amount of its Variable Rate Revenue Bonds, Series 2004B (collectively, the “**Series 2004 Bonds**” and together with any Additional Bonds (as defined in the Indenture) issued pursuant to the Indenture, the “**2004 Indenture Bonds**”) in order to provide funds to finance improvements to the System and to pay expenses associated with the issuance of the Series 2004 Bonds; and

WHEREAS, under the terms of the Indenture, the Authority assigned to the Trustee all right, title and interest in the Lease Payments relating to the 2004 Indenture Bonds and, subject and subordinate in all respects to the rights of the owners and holders of the 1985 Resolution Bonds, all right and title and interest in, to and under the hereinafter defined Lease; and

WHEREAS, there are no longer any 1985 Resolution Bonds outstanding and, accordingly, the 2004 Indenture Bonds have or will have a first or prior lien on the Lease Payments and the Lease; and

WHEREAS, the Authority previously acquired approximately 180.98 acres of undeveloped land known as tax parcel identification numbers R7297 055, R7301 147, R7300 006, R7300 001, in Gwinnett County and tax parcel identification number 07299 001040 in Hall County (the “**2025 Excluded Facilities**”); and

WHEREAS, the Authority did not acquire the 2025 Excluded Facilities with funds from any bonds that have not been fully paid and remain outstanding.

WHEREAS, the Authority proposes to sell the 2025 Excluded Facilities pursuant to the terms of a Purchase and Sale Agreement (the “**Purchase and Sale Agreement**”) between the Authority, as seller, and the City of Buford, as buyer; *provided that* the sale of the 2025 Excluded Facilities pursuant to the terms of the Purchase and Sale Agreement will be subject to the prior approval thereof by the Board of Commissioners of the County; and

WHEREAS, in connection with the sale of the 2025 Excluded Facilities, it is proposed that the Authority enter into a 2025 Supplemental Lease Contract to be dated as of the date that the 2025 Excluded Facilities are sold pursuant to the Purchase and Sale Agreement (the “**2025 Supplemental Lease**” and together with the 1985 Lease and the 2004 Supplemental Lease, as supplemented, the “**Lease**”) with the County for the purpose of excluding the 2025 Excluded Facilities from the definition of “Leased Facilities” in the 1985 Lease and the 2004 Supplemental Lease; and

WHEREAS, none of the 1985 Resolution Bonds remain outstanding, and none of the outstanding 2004 Indenture Bonds are in default as to principal and interest; the Authority is in compliance with the Indenture; and the County is in compliance with the Lease and is expected to consent in writing to the sale of the 2025 Excluded Facilities pursuant to the terms of the Purchase and Sale Agreement; and

NOW, THEREFORE, BE IT RESOLVED by the Gwinnett County Water and Sewerage Authority, as follows:

1. **Authorization of the Purchase and Sale Agreement.** In order to provide for the sale of the 2025 Excluded Facilities as permitted by the 1985 Lease and the 2004 Supplemental Lease, the execution, delivery and performance of the Purchase and Sale Agreement be and the same are hereby authorized; *provided that* the Authority hereby represents that the sale of the 2025 Excluded Facilities pursuant to the Purchase and Sale Agreement will not, in any way, adversely affect the revenues of the System; and *provided further* that the Authority hereby represents and covenants that the proceeds from the sale of the 2025 Excluded Facilities pursuant to the Purchase and Sale Agreement will be used for extensions or improvements to the System. The Purchase and Sale Agreement shall be in substantially the form attached hereto as Exhibit A, subject to such changes, insertions or omissions as may be approved by the Vice Chairman of the Authority, and the execution of the Purchase and Sale Agreement by the Vice Chairman and Secretary or Assistant Secretary of the Authority as hereby authorized shall be conclusive evidence of any such approval.

2. **Authorization of the 2025 Supplemental Lease.** In order to continue the lease of the System to the County and to further provide for the exclusion of the 2025 Excluded Facilities from the definition of “Lease Facilities” in the 1985 Lease and the 2004 Supplemental Lease, the execution, delivery and performance of the 2025 Supplemental Lease be and the same are hereby authorized. The 2025 Supplemental Lease shall be in substantially the form attached hereto as Exhibit B, subject to such changes, insertions or omissions as may be approved by the Vice Chairman of the Authority, and the execution of the 2025 Supplemental Lease by the Vice Chairman and Secretary or Assistant Secretary of the Authority as hereby authorized shall be conclusive evidence of any such approval.

3. **No Personal Liability.** No stipulation, obligation or agreement herein contained or contained in the Purchase and Sale Agreement or the 2025 Supplemental Lease shall be deemed to be a stipulation, obligation or agreement of any officer, director, agent or employee of the Authority in his or her individual capacity, and no such officer, director, agent or employee shall be personally liable on the Series 2021 Bonds or be subject to personal liability or accountability by reason of the issuance thereof.

4. **General Authority.** From and after the execution and delivery of the documents hereinabove authorized, the proper officers, directors, agents and employees of the Authority are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the documents as authorized herein and are further authorized to take any and all further actions and execute and deliver any and all other documents and certificates as may be necessary or desirable in connection with the sale of the 2025 Excluded Facilities, the execution and delivery of the Purchase and Sale Agreement and the 2025

Supplemental Lease, and to document compliance with the provisions of the Authority Act or other applicable law.

5. **Actions Approved and Confirmed.** All acts and doings of the officers of the Authority that are in conformity with the purposes and intents of this Resolution and in furtherance of the sale of the 2025 Excluded Facilities and the execution, delivery and performance of the Purchase and Sale Agreement and the 2025 Supplemental Lease, shall be, and the same hereby are, in all respects approved and confirmed.

6. **Ratification.** The Authority hereby ratifies and reaffirms all actions heretofore taken by the Authority and the officers and agents of the Authority directed toward the sale of the 2025 Excluded Facilities.

7. This Resolution shall take effect immediately upon its adoption.

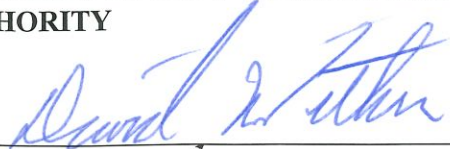
8. Any and all resolutions, or parts of resolutions, if any, in conflict with this Resolution are hereby repealed.

[SIGNATURES ON FOLLOWING PAGE]

ADOPTED this 7 day of JULY, 2025.

**GWINNETT COUNTY WATER AND SEWERAGE
AUTHORITY**

(SEAL)

By: 
Vice-Chairman

Attest


Secretary

SECRETARY'S CERTIFICATE

THE UNDERSIGNED, Secretary of the Gwinnett County Water and Sewerage Authority (the "**Authority**"), DOES HEREBY CERTIFY that the foregoing pages of typewritten matter pertaining to the proposed sale of the 2025 Excluded Facilities as defined therein, constitute a true and correct copy of the Resolution adopted on July 7, 2025, by a majority of the directors of the Authority in a meeting duly called and assembled, which was open to the public and at which a quorum was present and acting throughout, and that the original of the Resolution appears of record in the Minute Book of the Authority which is in the undersigned's custody and control.

WITNESS my hand and the official seal of the Gwinnett County Water and Sewerage Authority, this 7th day of July, 2025.



SECRETARY, GWINNETT COUNTY
WATER AND SEWERAGE AUTHORITY

(SEAL)

EXHIBIT A
FORM OF PURCHASE AND SALE AGREEMENT

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the "Agreement") is made this the _____ day of _____, 2025, between the **GWINNETT COUNTY WATER AND SEWERAGE AUTHORITY and GWINNETT COUNTY**, political subdivisions of the State of Georgia, hereinafter collectively referred to as "SELLER", and the **CITY OF BUFORD**, a Georgia Municipal Corporation, hereinafter referred to as "PURCHASER".

WITNESSETH:

The undersigned Purchaser agrees to buy, and the undersigned Seller agrees to sell, all those certain tracts of land containing 222.7 acres, more or less, located in Land Lots 297, 300 and 301, 7th District, Gwinnett County, Georgia, being known as Tax Parcel Identification Numbers R7297 100, R7297 055, R7300 001, R7300 002, R7300 006, R7300 010, and R7301 147, and in Land Lot 299, 7th District, Hall County, Georgia, being known as Tax Parcel Identification Number 07299 001040, said tracts of land being hereinafter referred to as the "Premises" and being more particularly described in Exhibit "A", a copy of which is attached hereto and hereby incorporated by reference as part of this document.

The terms and conditions of this Agreement are as follows:

1. **PURCHASE PRICE AND TERMS:**

The purchase price for the Premises shall be **\$90,000.00 per acre**, which Purchaser shall pay to Seller at closing. Within sixty (60) days after the date of this Agreement, Purchaser shall have the option, but not the obligation, at Purchaser's expense, to cause an accurate survey to be made of the Premises by a reputable surveyor registered as such under the laws of the State of Georgia. On completion of the survey the total acreage of the Premises shall be determined to the nearest one hundredth of an acre and the purchase price for the Premises determined by applying the price per acre to the total acreage as shown by the survey. In the event Purchaser elects not to obtain such survey, Purchaser shall pay the sum of Twenty Million Forty-Three Thousand and Six Hundred and Fifty-Seven Dollars (\$20,043,657).

2. **EARNEST MONEY:**

The parties agree that no earnest money is required for this transaction.

3. **PRORATIONS:**

The property is exempt from ad valorem taxes.

4. **TRANSFER TAX:**

The parties acknowledge that the transfer of the Premises is exempt from State of Georgia

property transfer tax pursuant to O.C.G.A. § 48-6-2(a)(3).

5. TITLE:

Real Property. Seller agrees to convey good, marketable, and insurable fee simple title to the Premises by limited warranty deed. For the purposes of this paragraph, a "good, marketable and insurable title" is a title which is insurable by a reputable title insurance company in Atlanta, Georgia, at its standard rates without exception other than exceptions for the items set forth below subject to which said Premises is sold hereunder. Purchaser shall have forty-five (45) days after the date of execution of this Agreement in which to examine title. If Purchaser elects not to procure a survey as contemplated in Paragraph 1, the lack of a survey or any unforeseen title defects resulting therefrom, shall be permitted exceptions under this paragraph. If Purchaser finds any legal defects to title (other than the items subject to which said Premises is sold as are hereinafter set forth), Seller shall be furnished with a written statement hereof and shall have thirty (30) days from the date of receipt of said statement in which to correct the same. If Seller shall fail to correct or satisfy such legal defects within said thirty (30) day period, Purchaser shall have the choice of (a) accepting said Premises with such legal defects; or (b) postponing closing hereunder for not more than thirty (30) days until said defects are corrected; or (c) declining to accept said Premises with such legal defects, such choice to be exercised by written notice to Seller mailed within ten (10) days following the end of the thirty (30) day period for correction by Seller of such legal defects. Seller's failure to correct legal defects shall not constitute a breach of this Agreement. Purchaser's sole remedy for any legal defects remaining after postponement of closing shall be to decline to accept the Premises and terminate the Agreement.

At closing hereunder, said Premises shall be conveyed free and clear of all liens, encumbrances, restrictions, assessments, encroachments, licenses, leases, tenancies and occupancies except zoning ordinances affecting same, utility easements of record, and the title exceptions set forth in this paragraph and Exhibit "B", a copy of which is attached hereto and hereby incorporated by reference as part of this Agreement.

6. WARRANTIES & REPRESENTATIONS:

Seller makes the following warranties and representations, all of which shall survive the closing, delivery of possession, and recording of the deed:

a) Title: Seller warrants that Seller presently has title to said Premises and that Seller has the right, power and authority to enter into this Agreement and to sell the Premises in accordance with the terms and conditions herein, subject to the exceptions set forth in Paragraph 5 of this Agreement.

b) Leases, Contracts: There are no leases, contracts, or other obligations existing with respect to the Premises except the portion of the Premises owned by the Gwinnett County Water & Sewerage Authority is leased to Gwinnett County pursuant to a 1985 Lease, as supplemented. The Gwinnett County Water & Sewerage Authority intends to exclude the Property from the 1985 Lease, as supplemented, by executing a 2025 SUPPLEMENTAL LEASE CONTRACT with

Gwinnett County. This Purchase and Sale Agreement is contingent on Gwinnett County Water & Sewerage Authority and Gwinnett County approving and signing a 2025 SUPPLEMENTAL LEASE CONTRACT excluding the Property from the 1985 Lease, as supplemented.

c) To the best of the knowledge, information and belief of Seller, no portion of the Premises is being used, or in any previous time has been used, as a dump or fill or for the disposal, storage, treatment, processing or other handling of hazardous substances and waste.

d) To the best of the knowledge, information and belief of Seller, the following elected officials hold an ownership or other interest in the Premises, brokered the transaction on Seller's behalf or served in some other capacity related to this transaction on Seller's behalf: N/A.

e) No current member of the Gwinnett County Board of Commissioners presently holds any direct or indirect property or pecuniary interest in the Premises, as defined in Sec. 54-34 of the Code of Ordinances of Gwinnett County. This disclosure shall be deemed to be continuing in nature, and in the event Seller discloses any such interest prior to the closing of this transaction, Purchaser may terminate this Agreement upon written notice to Seller.

7. INSPECTION:

Purchaser or its agents shall have the right to enter upon the land described in Exhibit "A" hereof and make inspections, investigations, test borings and boundary line and topographical surveys. To the extent permitted by law, Purchaser agrees to indemnify Seller and hold Seller harmless against all liability, loss, cost, damage and expense (including, without limitation, attorney's fees and cost of litigation) Seller suffers or incurs as a result of said activities of Purchaser, its engineers, surveyors, agents and representatives, upon the Premises.

8. POSSESSION:

Possession of the Premises shall be granted by Seller to Purchaser at closing.

9. CLOSING:

Purchaser and Seller shall close the sale contemplated by this Agreement on or before thirty (30) days after the later of (i) closing of bonds issued by the City's Urban Redevelopment Agency, (ii) the end of the feasibility study period stated in Paragraph 10, or (iii) determination of the Premises' acreage pursuant to Paragraph 1. Provided, however, absent an agreed upon amendment extending the closing date, this Agreement shall terminate on December 31, 2025. Closing shall take place at a mutually agreeable location. Seller and Purchaser agree that such papers as may be legally necessary to carry out the terms of this Agreement shall be executed and delivered by such parties at the time the sale is consummated.

Purchaser shall pay all closing costs, including, but not limited to, title examination costs, including any title certification costs, title insurance premiums, recording costs and any other costs incurred by Purchaser in connection with the transaction contemplated herein. Each party shall

bear the expense of their own legal counsel.

10. SPECIAL STIPULATIONS:

Feasibility Study.

Inspection of Real Property: Notwithstanding any other provisions of this Agreement, Purchaser shall have sixty (60) days from the date this Agreement is fully executed by all parties to inspect and consider the feasibility of said Premises for Purchaser's intended use. Said feasibility shall apply to title, zoning, all utilities, utility easements, drainage and governmental regulations, including building code regulations, mineral rights and ingress and egress, topography and subsurface rock and other such factors as would be determined by the completion of inspection and survey as referenced in this Agreement. Purchaser may, no later than the 60th day following full execution of this Agreement, terminate this Agreement by written notice to Seller, whereupon any earnest money shall be refundable, no party shall have any further rights or obligations hereunder, and this Agreement shall be considered null and void and have no further binding contingencies.

11. ACTS NECESSARY:

Each party shall do all acts necessary to carry out this Agreement and shall not disqualify itself from performing.

12. TIME:

Time is of the essence of this Agreement.

13. ENTIRE AGREEMENT:

This Agreement constitutes the sole and entire agreement between the parties hereto and no modification of this Agreement shall be binding unless attached hereto and signed by all parties to this Agreement. No representation, promise, or inducement not included in this Agreement shall be binding upon any party hereto.

14. SUCCESSORS AND ASSIGNS:

This Agreement binds and inures to the benefit of the parties to the Agreement and shall bind and inure their respective successors, legally obligated representatives, and assigns, subject to the terms and conditions set forth in this Agreement.

15. ASSIGNMENT

The Purchaser may assign this Agreement, in whole or in part, to any affiliated entity of the Purchaser without the prior written consent of the Seller. For purposes of this Agreement, an "affiliated entity" means an authority as legally established and appointed by the governing body of Purchaser (e.g. Urban Redevelopment Agency). Any assignment made under this provision

shall not relieve the Purchaser of its obligations under this Agreement, and assignment shall be subject to the obligations of the Purchaser stated herein.

16. EDUCATIONAL USE RESTRICTION

The Purchaser warrants and agrees that its purchase of the Premises is for future use for educational purposes.

The above provisions shall survive closing.

17. RIGHT OF FIRST REFUSAL

1. Grant of Right of First Refusal:

The Purchaser hereby grants to the Seller, and the Seller is hereby given, a right of first refusal to purchase or accept the Property on the same terms and conditions as any offer that the Purchaser intends to accept from a third party (the "Third Party Offer"). Purchaser shall forward in writing such Third Party Offer to Seller within five (5) days of receipt of such offer, or within five (5) days of advertising the Property for sale.

2. Exercise of Right:

Upon receipt of the written notice of the Third Party Offer, the Seller shall have 20 days (the "Right of First Refusal Period") to notify the Purchaser in writing of the Seller's intent to exercise the right to purchase the Property on the same terms and conditions as the Third Party Offer. If the Seller notifies the Purchaser within the Right of First Refusal Period of its intention to exercise the right, the Purchaser shall proceed with the sale of the Property to the Seller on the same terms and conditions as the Third Party Offer.

3. Failure to Exercise Right:

If the Seller does not exercise the right of first refusal within the Right of First Refusal Period, the Purchaser shall be free to sell the Property to the third party on the terms set forth in the Third Party Offer, provided such sale occurs within sixty (60) days after the expiration of the Right of First Refusal Period. If the Purchaser does not close the sale with the third party within such period, the right of first refusal shall again apply to any new offer received by the Purchaser.

4. Waiver of Right:

The Seller's right of first refusal may not be assigned, transferred, or waived except as expressly set forth in this Agreement. The Seller's right of first refusal may be exercised jointly or individually by Gwinnett County or the Gwinnett County Water & Sewerage Authority.

The above provisions shall survive closing.

18. **CONTROLLING LAW, VENUE:**

This Agreement is made and shall be performed in Gwinnett County, Georgia, and shall be construed and interpreted under the laws of the State of Georgia. Venue to enforce this Agreement shall be solely in the Superior Court of Gwinnett County, Georgia, and all defenses to venue are waived.

19. **NOTICE:**

All notices required or permitted herein shall be sent by certified mail, postage prepaid, and shall be addressed to Seller and Purchaser at the following respective addresses:

PURCHASER:

City of Buford
Attn: Bryan Kerlin, City Manager
2300 Buford Highway
Buford, Georgia 30518
With a copy to:

Gregory D. Jay
Chandler, Britt & Jay, LLC
4350 South Lee Street
Buford, Georgia 30518

SELLER:

Gwinnett County Water & Sewerage Authority
Department of Water Resources- Central Facility
684 Winder Hwy.
Lawrenceville, GA 30045

With a copy to:

Pereira, Kirby, Kinsinger & Nguyen, LLP
690 Longleaf Drive
Lawrenceville, GA 30046

Gwinnett County
Attn: Glenn P. Stephens, County Administrator
Gwinnett Justice and Administration Center
75 Langley Drive
Lawrenceville, GA 30046

With a copy to:

Michael P. Ludwiczak
County Attorney
Gwinnett County Law Department
75 Langley Drive
Lawrenceville, GA 30046

20. **DEFAULT:**

In the event that Seller shall fail to perform fully and timely any of its obligations hereunder or to consummate the transaction contemplated herein for any reason, except Purchaser's default hereunder, Purchaser may pursue all legal remedies i) to enforce specific performance of this Agreement or ii) avail itself of any other available remedy at law or in equity.

In the event Purchaser shall default under any of its obligations under this Agreement Seller shall retain any earnest money as Seller's total damages and relief hereunder.

21. **BROKER:**

Seller and Purchaser warrant to the other that there is no broker, agent, salesman, or any other person entitled to a commission or similar fee in connection with this transaction.

22. **SURVIVAL:**

The provisions of this Agreement shall survive the closing of this transaction and the execution and delivery of the warranty deed. The closing attorney is directed to place the preceding statement on the Settlement Statement executed by the parties hereto.

23. **MODIFICATION:**

No alteration or modification of Agreement shall be binding unless in writing and signed by the parties.

24. **TERMINATION:**

In the event this Agreement is terminated pursuant to the terms hereof, the terminating party shall give notice thereof to the other party and this Agreement shall be null and void and of no force or effect and the parties shall have no rights, obligations or liabilities hereunder, except as is otherwise specifically provided herein.

25. **WAIVER:**

The failure of any party to exercise any right given hereunder or to insist upon strict

compliance with any term, condition or covenant specified herein shall not constitute a waiver of such party's right to exercise such right or to demand strict compliance with any such term, condition or covenant under this Agreement.

This Agreement approved by the Gwinnett County Board of Commissioners in a public meeting this ___ day of _____, 2025 and approved by the Gwinnett County Water & Sewerage Authority in a public meeting this ___ day of _____, 2025.

"SELLER"

GWINNETT COUNTY, GEORGIA

By: _____
Nicole L. Hendrickson, Chairwoman

Signed, sealed and delivered
in the presence of:

ATTEST: _____
Clerk or Deputy Clerk

Notary Public

(County Seal)

Approved as to form:

Nathan Wood
Senior Assistant County Attorney

GWINNETT COUNTY WATER AND SEWERAGE AUTHORITY

By: _____
David Whitham, Vice Chair

Signed, sealed and delivered
in the presence of:

ATTEST: _____
Curt Thompson, Secretary

Notary Public

This Agreement approved by the City of Buford Board of Commissioners in a public meeting this ___ day of _____, 2025.

“PURCHASER”

CITY OF BUFORD

By: _____
Phillip Beard, Chairman

Signed, sealed and delivered
in the presence of:

ATTEST: _____
Kim Wolfe, Clerk

Notary Public

(County Seal)

Approved as to form:

Gregory D. Jay
City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 7-301-147

All that piece or parcel of land situated, lying or being in Land Lot 301. 7th District, Gwinnett County, Georgia and being particularly described as follows:

Beginning at the intersection of the easterly line of Land Lot 301 and the southerly Right of way line of the Norfolk Southern Railway Company, thence,

South 31 degrees 01 minutes 58 seconds East, 563.07 feet along said land lot line to an iron pin found; thence,

South 31 degrees 02 minutes 46 seconds East, 412. 91 feet along said land lot line to an iron pin set; thence,

South 57 degrees 25 minutes 57 seconds West, 880.35 feet to an iron pin set: thence,

North 67 degrees 14 minutes 57 seconds West, 164.28 feet to an iron pin set; thence,

North 22 degrees 45 minutes 03 seconds East, 144.22 feet to an iron pin set; thence,

North 16 degrees 53 minutes 32 seconds West, 107.68 feet to an iron pin set; thence,

North 64 degrees 36 minutes 02 seconds West, 203.58 feet to an iron pin set; thence.

South 87 degrees 53 minutes 19 seconds West, 568.87 feet to an iron pin set on the southerly right of way line of Norfolk Southern Railway; thence,

Along said Railroad right of way line on the arc of a curve to the right for a arc distance of 188.79 feet to a point on a compound curve to the right, said arc having a chord bearing of North 38 degrees 20 minutes 40 seconds East, chord length of 188.71 feet and a radius of 1817.80 feet; thence,

Along said curve to the right for a arc distance of 510.95 feet to a point, said arc having a chord bearing of North 47 degrees 40 minutes 33 seconds East, chord length of 509.91 feet and a radius of 2302.96 feet; thence,

North 54 degrees 01 minutes 54 seconds East, 771.04 feet to an iron pin set and the POINT OF BEGINNING.

Said parcel containing 22.54 acres more or less and being more particularly shown and delineated on composite survey for Golder Associates, Inc. prepared by Riley, Park, Hayden & Associates, Inc. dated January 29, 2002 and revised October 20, 2006.

LEGAL DESCRIPTION

PARCEL 7-300-006

All that piece or parcel of land situated, lying or being in Land Lot 300, 7th District, Gwinnett County, Georgia and being particularly described as follows:

Commencing at the intersection of the westerly line of Land Lot 300 and the southerly Right of way line of the Norfolk Southern Railway Company, thence,

North 54 degrees 01 minutes 54 seconds East, 980.31 feet along said Railroad right of way line to the beginning of a curve to the right; thence,

Along said Railroad right of way line on the arc of said curve to the right for a arc distance of 364.40 feet to a point on the curve to the right, said arc having a chord bearing of North 56 degrees 46 minutes 11 seconds East, chord length of 364.26 feet and radius of 3743.49 Feet; thence,

South 30 degrees 20 minutes 13 seconds East, 1136.12 feet to the centerline of a creek; thence,

South 30 degrees 20 minutes 15 seconds East, 82.40 feet to an iron pin found: thence,

South 30 degrees 20 minutes 15 seconds East, 230.60 feet to an iron pin found and the POINT OF BEGINNING; thence,

South 30 degrees 20 minutes 13 seconds East, 1173.26 feet to an concrete marker found; thence.

South 62 degrees 14 minutes 01 seconds West, 250.00 feet to an iron pin set: thence,

North 31 degrees 39 minutes 24 seconds West, 941.10 feet to an iron pin set; thence,

North 75 degrees 05 minutes 40 seconds West, 301.91 feet to a point; thence,

North 58 degrees 51 minutes 26 seconds East, 484.05 feet to an iron pin found and the POINT OF BEGINNING.

Said parcel containing 7.56 acres more or less and being more particularly shown and delineated on composite survey for Golder Associates, Inc. prepared by Riley, Park, Hayden & Associates, Inc. dated January 29, 2002 and revised October 20, 2006.

LEGAL DESCRIPTION

PARCEL 7-297-100

All that piece or parcel of land situated, lying or being in Land Lot 297, 7th District. Gwinnett County, Georgia and being particularly described as follows:

Commencing at the intersection of the westerly line of Land Lot 300 and the southerly Right of way line of the Norfolk Southern Railway Company, thence,

North 54 degrees 01 minutes 54 seconds East, 980.31 feet along said Railroad right of way line to an iron pin set and the beginning of a curve to the right; thence.

Along said Railroad right of way line on the arc of said curve to the right for a arc distance of 364.40 feet to a point on the curve to the right, said arc having a chord bearing of North 56 degrees 46 minutes 11 seconds East, chord length of 364.26 feet and radius of 3743.49 Feet; thence,

South 30 degrees 20 minutes 13 seconds East, 1136.12 feet to the centerline of a creek; thence,

South 30 degrees 20 minutes 15 seconds East, 82.40 feet to an iron pin found; thence.

South 30 degrees 20 minutes 15 seconds East, 230.60 feet to an iron pin found; thence,

South 30 degrees 20 minutes 13 seconds East, 1173.26 feet to an concrete marker found; thence.

North 60 degrees 04 minutes 23 seconds East, 756.33 feet to an iron pin found and the POINT OF BEGINNING; thence,

North 60 degrees 00 minutes 56 seconds East, 669.00 feet to an iron pin found; thence,

South 21 degrees 23 minutes 30 seconds West, 797.64 feet to an iron pin set; thence.

North 35 degrees 14 minutes 37 seconds West, 500.00 feet to an iron pin found and the POINT OF BEGINNING.

Said parcel containing 3.82 acres more or less and being more particularly shown and delineated on composite survey for Golder Associates, Inc. prepared by Riley, Park, Hayden & Associates, Inc. dated January 29, 2002 and revised October 20, 2006.

LEGAL DESCRIPTION

PARCEL 7-301-010

All that piece or parcel of land situated, lying or being in Land Lot 300, 7th District, Gwinnett County, Georgia and being particularly described as follows:

Commencing at the intersection of the westerly line of Land Lot 300 and the southerly right of way line of the Norfolk Southern Railway Company; thence,

South 31 degrees 01 minutes 58 seconds East, 525.03 feet to the centerline of a creek and the POINT OF BEGINNING; thence,

Easterly, 1555 feet Plus or Minus along said centerline of said creek to a point; thence,

South 30 degrees 20 minutes 15 seconds East, 82.40 feet to an iron pin found; thence,

South 30 degrees 20 minutes 15 seconds East, 230.60 feet to an iron pin found; thence,

South 58 degrees 51 minutes 26 seconds West, 484.05 feet to a point; thence,

North 75 degrees 05 minutes 40 seconds West, 342.25 feet to an iron pin set; thence,

South 71 degrees 08 minutes 57 seconds West, 614.76 feet to an iron pin set; thence,

North 31 degrees 02 minutes 46 seconds West, 412.91 feet to an iron pin found; thence,

North 31 degrees 01 minutes 58 seconds West, 38.04 feet to the centerline of creek and the POINT OF BEGINNING.

Said parcel containing 15.21 acres more or less and being more particularly shown and delineated on composite survey for Golder Associates, Inc. prepared by Riley, Park, Hayden & Associates, Inc. dated January 29, 2002 and revised October 20, 2006.

LEGAL DESCRIPTION

PARCEL 7-300-001

All that piece or parcel of land situated, lying or being in Land Lot 300, 7th District, Gwinnett County, and Hall County, Georgia and being particularly described as follows:

Commencing at the intersection of the westerly line of Land Lot 300 and the southerly Right of way line of the Norfolk Southern Railway Company; thence,

North 54 degrees 01 minutes 54 seconds East, 980.31 feet along said Railroad right of way line to an iron pin set and the beginning of a curve to the right; thence.

Along said Railroad right of way line on the arc of said curve to the right for a arc distance of 364.40 feet to a point on the curve to the right, said arc having a chord bearing of North 56 degrees 46 minutes 11 seconds East, chord length of 364.26 feet and radius of 3743.49 Feet, said point being the POINT OF BEGINNING; thence,

Along said Railroad right of way line on the arc of said curve to the right for a arc distance of 988.16 feet to an iron pin set, said arc having a chord bearing of North 67 degrees 07 minutes 14 seconds East, chord length of 985.30 feet and radius of 3743.49 Feet; thence,

Along said Railroad right of way line North 74 degrees 43 minutes 59 seconds East, 436.94 feet to an iron pin set and the beginning of a curve to the left; thence,

Along said Railroad right of way line on the arc of said curve to the left for a arc distance of 493.54 feet to an iron pin set, said arc having a chord bearing of North 70 degrees 32 minutes 34 seconds East, chord length of 493.10 feet and radius of 3374.17 Feet; thence,

Along said Railroad right of way line North 66 degrees 21 minutes 09 seconds East, 159.54 feet to an iron pin set; thence,

South 29 degrees 53 minutes 41 seconds East, 197 .49 feet to an iron pin found; thence,

South 29 degrees 45 minutes 09 seconds East, 1732.11 feet to an iron pin found; thence,

South 30 degrees 22 minutes 27 seconds East, 350.76 feet to an iron pin set; thence.

South 59 degrees 48 minutes 27 seconds West, 597.30 feet to an iron pin found: thence.

South 60 degrees 00 minutes 56 seconds West, 669.00 feet to an iron pin found; thence,

South 60 degrees 04 minutes 23 seconds West, 756.33 feet to an concrete marker found; thence,

North 30 degrees 20 minutes 13 seconds West, 1173.26 feet to an iron pin found; thence,

North 30 degrees 20 minutes 15 seconds West, 230.60 feet to an iron pin found; thence,

North 30 degrees 20 minutes 15 seconds West, 82.40 feet to the centerline of a creek;

thence,

North 30 degrees 20 minutes 13 seconds West, 1136.12 feet to the POINT OF BEGINNING.

Said parcel containing 115.39 acres more or less and being more particularly shown and delineated on composite survey for Golder Associates, Inc. prepared by Riley, Park, Hayden & Associates, Inc. dated January 29, 2002 and revised October 20, 2006.

LEGAL DESCRIPTION

PARCEL 7-300-002

All that piece or parcel of land situated, lying or being in Land Lot 300, 7th District, Gwinnett County, Georgia and being particularly described as follows:

Beginning at the intersection of the westerly line of Land Lot 300 and the southerly Right of way line of the Norfolk Southern Railway Company; thence,

North 54 degrees 01 minutes 54 seconds East, 980.31 feet along said Railroad right of way line to an iron pin set and the beginning of a curve to the right; thence,

Along said Railroad right of way line on the arc of said curve to the right for a arc distance of 364.40 feet to a point on the curve to the right, said arc having a chord bearing of North 56 degrees 46 minutes 11 seconds East, chord length of 364.26 feet and radius of 3743.49 feet; thence,

South 30 degrees 20 minutes 13 seconds East, 1136.12 feet to the centerline of a creek; thence,

Westerly, 1555 feet Plus or Minus along said centerline of said creek to a point; thence,

North 31 degrees 01 minutes 58 seconds West, 525.03 feet to an iron pin set and the POINT OF BEGINNING.

Said parcel containing 22.87 acres more or less and being more particularly shown and delineated on composite survey for Golder Associates, Inc, prepared by Riley, Park, Hayden & Associates, Inc. dated January 29, 2002 and revised October 20, 2006.

LEGAL DESCRIPTION

PARCEL 7-297-055

All that piece or parcel of land situated, lying or being in Land Lot 297, 7th District, Gwinnett County, Georgia and being particularly described as follows:

Commencing at the intersection of the westerly line of Land Lot 300 and the southerly right of way line of the Norfolk Southern Railway Company; thence,

North 54 degrees 01 minutes 54 seconds East, 980.31 feet along said Railroad right of way line to an iron pin set and the beginning of a curve to the right; thence,

Along said Railroad right of way line on the arc of said curve to the right for a arc distance of 364.40 feet to a point on the curve to the right, said arc having a chord bearing of North 56 degrees 46 minutes 11 seconds East, chord length of 364.26 feet and radius of 3743.49 feet; thence,

South 30 degrees 20 minutes 13 seconds East, 1136.12 feet to the centerline of a creek; thence,

South 30 degrees 20 minutes 15 seconds East, 82.40 feet to an iron pin found; thence,

South 30 degrees 20 minutes 15 seconds East, 230.60 feet to an iron pin found; thence,

South 30 degrees 20 minutes 13 seconds East, 1173 .26 feet to an concrete marker found and the POINT OF BEGINNING; thence,

North 60 degrees 04 minutes 23 seconds East, 756.33 feet to an iron pin found; thence,

South 35 degrees 14 minutes 37 seconds East, 500.00 feet to an iron pin set; thence

South 35 degrees 14 minutes 37 seconds East, 1106.72 feet to a point on a curve to the left; thence,

Along the arc of said curve to the left for a arc distance of 60.29 feet to an iron pin set, said arc having a chord bearing of South 00 degrees 17 minutes 54 seconds West, chord length of 60.29 feet and radius of 1275.37 feet; thence,

South 39 degrees 23 minutes 32 seconds West, 920.00 feet to an iron pin set; thence

North 30 degrees 20 minutes 13 seconds West, 659.86 feet to a point; thence,

North 30 degrees 20 minutes 13 seconds West, 1092.00 feet to an iron pin set; thence,

North 30 degrees 20 minutes 13 seconds West, 225.00 feet to an concrete marker found and the POINT OF BEGINNING.

Said parcel containing 34.57 acres more or less and being more particularly shown and delineated on composite survey for Golder Associates, Inc. prepared by Riley, Park, Hayden & Associates, Inc. dated January 29, 2002 and revised October 20, 2006.

LEGAL DESCRIPTION

PARCEL 07299 001040

ALL THAT TRACT or parcel of land lying and being in Land Lot 299 of the 7th Land District, Hall County, Georgia, containing .03973 acre, according to a topographical survey for Golder prepared by Hannon, Meeks and Bagwell, Surveyors & Engineers, Inc., dated October 18, 2002, said tract being more particularly described as follows:

BEGINNING at a ½ inch pipe found on the land lot line dividing Land Lots 299 and 300 located at South 29 degrees 53 minutes 41 seconds East a distance of 197.49 feet as measured from the southerly 200 foot right of way of Norfolk Southern Railway; thence from said POINT OF BEGINNING as thus established leaving the land lot line, North 66 degrees 22 minutes 37 seconds East a distance of 297.08 feet to a ½ inch rebar found on the cul-de-sac right of way of Parkway Industrial Park Drive (having a 60 foot right of way width); thence along the cul-de-sac following a counterclockwise curve with an arc distance of 62.83 feet, having a 60 foot radius, subtended by a chord bearing and distance of South 23 degrees 37 minutes 23 seconds East 60.00 feet to a point; thence leaving said right of way South 66 degrees 22 minutes 37 seconds West a distance of 290.63 feet to a point on the land lot line dividing Land Lots 299 and 300; thence along said land lot line North 29 degrees 45 minutes 09 seconds West a distance of 60.34 feet to a ½ inch pipe found being the TRUE POINT OF BEGINNING.

This is the same property conveyed by Warranty Deed from Holiday Thunder, Ltd. To Parkway Warehouse, LLC, dated July 26, 2000, recorded in Deed Book 20299, page 114, Hall County Records.

EXHIBIT "B"

Permitted Title Exceptions

EXHIBIT B
FORM OF 2025 SUPPLEMENTAL LEASE CONTRACT

2025 SUPPLEMENTAL LEASE CONTRACT

This **2025 SUPPLEMENTAL LEASE CONTRACT** (this “**Supplemental Lease**”) is entered into as of [_____, 2025], by and between the **GWINNETT COUNTY WATER AND SEWERAGE AUTHORITY** (the “**Authority**”), a body corporate and politic and a political subdivision and public corporation of the State of Georgia created and existing under the laws of the State of Georgia, as Lessor, and **GWINNETT COUNTY** (the “**County**”), a political subdivision of the State of Georgia, as Lessee, and supplements the Amended and Restated Lease Contract, dated as of November 1, 1985, by and between the Authority and the County, as supplemented by Supplemental Lease Contract, dated as of October 1, 2004, by and between the Authority and the County and by further supplements thereto.

WITNESSETH:

In consideration of the respective representations and contracts hereinafter contained, the Authority and the County agree as follows:

ARTICLE I

DEFINITIONS

Any capitalized term not defined herein shall have the meaning attributed to it in the Lease. In addition to the words and terms elsewhere defined in this Supplemental Lease, the following words and terms as used in this Supplemental Lease shall have the following meanings unless the context or use indicates another or different meaning or intent and such definitions shall be equally applicable to both the singular and plural forms of the words and terms herein defined:

“**2004 Supplemental Lease**” means the Supplemental Lease Contract, dated as of October 1, 2004, between the County and the Authority.

“**2025 Excluded Facilities**” means the property located at Tax Parcel Identification Numbers R7297 055, R7300 001, R7300 006, R7301 147 in Gwinnett County and Tax Parcel Identification Number 07299 001040 in Hall County consisting of 180.98 acres more or less of undeveloped land and sold by the Authority on [_____, 2025] pursuant to the terms of the 2025 Purchase and Sale Agreement.

“**2025 Purchase and Sale Agreement**” means the Purchase and Sale Agreement dated [_____, 2025] between the County and Authority, as sellers, and the City of Buford, as buyer, related to the 2025 Excluded Facilities and additional County owned parcels.

“**Lease**” means the 1985 Lease, as supplemented by the 2004 Supplemental Lease, and as further supplemented by the other supplements thereto, through and including this Supplemental Lease.

“**Leased Facilities**” shall have the meaning specified in Article I of the 1985 Lease and shall specifically include all of the water and sewerage facilities financed or refinanced with the proceeds of any Second Lien Bonds; *provided that* the Leased Facilities shall not include the 2025 Excluded Facilities.

“**Supplemental Lease**” means this 2025 Supplemental Lease Contract, as amended from time to time.

ARTICLE II

REPRESENTATIONS AND AGREEMENTS

Section 2.1. Representations by the Authority.

The Authority makes the following representations as the basis for the undertakings on its part herein contained:

(a) The Authority is authorized to enter into the transactions contemplated by the 2025 Purchase and Sale Agreement and this Supplemental Lease and to carry out its obligations hereunder, has been duly authorized to execute and deliver the 2025 Purchase and Sale Agreement and this Supplemental Lease, and will do or cause to be done all things necessary to preserve and keep in full force and effect its status and existence;

(b) The execution and delivery of the 2025 Purchase and Sale Agreement and this Supplemental Lease, and the performance of all covenants and agreements of the Authority contained in the 2025 Purchase and Sale Agreement and this Supplemental Lease and of all other acts and things required under the Constitution and laws of the State of Georgia to make this Supplemental Lease a valid and binding obligation of the Authority in accordance with its terms are authorized by law and have been duly authorized by proceedings of the Authority adopted at public meetings thereof duly and lawfully called and held;

(c) The Authority has not made, done, executed or suffered, and warrants that it will not make, do, execute or suffer any act or thing whereby its title to and interest in the System will or may be impaired or encumbered in any manner except as permitted in the Lease and in the Indenture and except for acts or things done or permitted by the County;

(d) The Authority will sell the 2025 Excluded Facilities (which is currently undeveloped) as permitted by Section 6.10 of the 1985 Lease and Section 6.4 of the 2004 Supplemental Lease pursuant to the terms of the 2025 Purchase and Sale Agreement; *provided that* the sale of the 2025 Excluded Facilities will not, in any way, adversely affect the revenues of the System; and *provided further* that the proceeds from the sale of the 2025 Excluded Facilities will be used for extensions or improvements to the System.

(e) The Authority did not acquire the 2025 Excluded Facilities with Funds from any bonds that have not been fully paid and remain out

(f) There is no litigation or proceeding pending or to the knowledge of the Authority threatened against the Authority or against any person having a material adverse effect on the right of the Authority to execute the 2025 Purchase and Sale Agreement and this Supplemental Lease or the ability of the Authority to comply with any of its obligations under the 2025 Purchase and Sale Agreement or this Supplemental Lease.

Section 2.2. Representations by the County.

The County makes the following representations as the basis for the undertakings on its part herein contained:

(a) The County is a political subdivision under the laws of the State of Georgia having power to enter into and execute and deliver this Supplemental Lease, and by proper action of its

governing body has authorized the execution and delivery of this Supplemental Lease and the taking of any and all such actions as may be required on its part to carry out, give effect to and consummate the transactions contemplated by this Supplemental Lease and the Indenture, and no approval or other action by any governmental authority, agency, or other person is required in connection with the delivery and performance of this Supplemental Lease by it except as shall have been obtained as of the date hereof;

(b) This Supplemental Lease has been duly executed and delivered by the County and constitutes its legal, valid and binding obligation enforceable in accordance with its terms, except as enforcement may be limited by the application of equitable principles;

(c) The County does not rely on any warranty of the Authority, either express or implied, except as provided herein, as to any title to or condition of the System or that the System will be suitable to the County's needs, and the County recognizes that the Authority is not authorized to expend any funds for the System other than rental revenue received by it therefrom hereunder or the proceeds of the Second Lien Bonds;

(d) The authorization, execution, delivery and performance by the County of this Supplemental Lease and compliance by the County with the provisions thereof do not violate the laws of the State of Georgia relating to the County or constitute a breach of or a default under, any other law, court order, administrative regulation or legal decree or any agreement or other instrument to which it is a party or by which it is bound;

(e) The County hereby consents to the sale of the 2025 Excluded Facilities (which is currently undeveloped) by the Authority as permitted by Section 6.10 of the 1985 Lease and Section 6.4 of the 2004 Supplemental Lease pursuant to the terms of the 2025 Purchase and Sale Agreement; *provided that* the sale of the 2025 Excluded Facilities will not, in any way, adversely affect the revenues of the System; and *provided further* that the proceeds from the sale of the 2025 Excluded Facilities will be used for extensions or improvements to the System.

(f) There is no litigation or proceeding pending, or to the knowledge of the County threatened, against the County or any other person having a materially adverse effect on the right of the County to execute this Supplemental Lease or its ability to comply with any of its obligations under this Supplemental Lease.

ARTICLE III

LEASING

The Authority hereby agrees to continue to lease to the County, and the County hereby leases from the Authority, the Leased Facilities (excluding the 2025 Excluded Facilities) at the rental set forth in Section 5.5 of the 1985 Lease, Section 5.2 of the 2004 Supplemental Lease and otherwise in accordance with the provisions of the Lease. The Authority makes no warranties to the County with respect to the Leased Facilities.

ARTICLE IV

EFFECTIVE DATE OF THIS LEASE; DURATION OF LEASE TERM

This Supplemental Lease shall become effective when executed and delivered by the Authority and the County. Subject to the other provisions of the Lease, the Lease and the leasehold interest created thereby shall expire on the date on which all of the Second Lien Bonds shall have been paid in full, but in no event later than 50 years from the date of the 2021 Supplemental Lease dated August 1, 2021, between the Authority and the County.

ARTICLE V

MISCELLANEOUS

Section 5.1. Notices.

All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by registered or certified mail, return receipt requested, postage prepaid.

Section 5.2. Binding Effect.

This Supplemental Lease shall inure to the benefit of and shall be binding upon the Authority, the County and any assignee of the Authority with respect to the payments and rights hereunder including, specifically, but without limitation, the owners from time to time of the Second Lien Bonds, subject, however, to the limitations contained in this Supplemental Lease.

Section 5.3. Ratification of 1985 Lease and 2004 Supplemental Lease.

Effective as of the execution and delivery of this Supplemental Lease, the Lease is hereby supplemented, but only to the extent expressly set forth herein. Except as expressly supplemented by this Supplemental Lease, the Lease is hereby ratified and reaffirmed and shall be and remain in full force and effect as provided therein.

Section 5.4. Severability.

If any provision of this Supplemental Lease shall be held invalid or unenforceable by any court of competent jurisdiction such holding shall not invalidate or render unenforceable any other provision hereof or of the 1985 Lease or the 2004 Supplemental Lease, as supplemented.

Section 5.5. Amendments, Changes and Modifications.

This Supplemental Lease may be amended, changed and modified (a) to cure any ambiguity or formal defect or omission in this Supplemental Lease; (b) to provide for the issuance of Obligations in accordance with the terms of the 2004 Supplemental Lease (including, without limitation, the addition of events of default and remedies relating to any Obligations hereafter incurred by the County); (c) to grant any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the Second Lien Bondholders by the County; (d) to clarify the amounts required to be paid into Sinking Fund No. 2 and the timing thereof; (e) to conform to supplements to the Indenture; (f) to provide for the Authority's operation of the System; or (g) to make any other amendments, changes and modifications that in the opinion of counsel is not materially adverse to the interest of the Second Lien

Bondholders. Any other amendments, changes and modification of this Supplemental Lease will become effective only with the consent of the owners of at least a majority in aggregate principal amount of the Second Lien Bonds. In no event, however, may any such amendments, changes or modifications permit (a) the reduction of Subordinate Lease Payments required to be made to ensure the payment of the Second Lien Bonds and the other Obligations secured by the Indenture; (b) the reduction of the percentage of the Second Lien Bondholders required for consent to any such amendment, change or modification; or (c) the creation of any lien on the Net Revenues prior to or superior to the lien created hereunder as security for the Subordinate Lease Payments.

Section 5.6. Execution Counterparts.

This Supplemental Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 5.7. Captions.

The captions and headings in this Supplemental Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Supplemental Lease.

Section 5.8. Law Governing Construction of Supplemental Lease.

This Supplemental Lease shall be governed by, and construed in accordance with, the laws of the State of Georgia.

Section 5.9. No Personal Liability.

No stipulation, obligation or agreement contained in this Supplemental Lease, shall be deemed to be a stipulation, obligation or agreement of any officer, director, agent or employee of the Authority or the County in his or her individual capacity.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Authority and the County have caused this Supplemental Lease to be executed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by their duly authorized officers, all as of the date first written above.

THE AUTHORITY:

GWINNETT COUNTY WATER AND SEWERAGE AUTHORITY

By: _____
Vice-Chairman

(SEAL)

Attest:

Secretary

As to the Authority, signed and sealed in the presence of:

Witness

Notary Public

My Commission Expires: _____

(NOTARIAL SEAL)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

THE COUNTY:

GWINNETT COUNTY, GEORGIA

By: _____
Nicole L. Hendrickson
Chairwoman of the Board of Commissioners
of Gwinnett County

(SEAL)

Attest:

Tina King
Clerk of the Board of Commissioners
of Gwinnett County

As to the Authority, signed and sealed in the
presence of:

Witness

Notary Public

My Commission Expires: _____


(NOTARIAL SEAL)

APPROVED AS TO FORM:





Nathan Wood
Senior Assistant County Attorney

HALL COUNTY



 **Properties Proposed for Suplus Sale**
Tax Parcel Nos. R7297 055, R7297 100,
R7300 001, R7300 002, R7300 006, R7300 010,
R7301 147, and 07299 001040 (Hall)

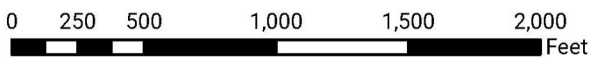
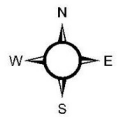
Commission District

-  1
-  2
-  3
-  4



Properties Proposed for Surplus Sale

Tax Parcel Nos. R7297 055, R7297 100, R7300 001, R7300 002, R7300 006, R7300 010, and R7301 147



GWINNETT COUNTY
BOARD OF COMMISSIONERS
LAWRENCEVILLE, GEORGIA

RESOLUTION ENTITLED: A RESOLUTION APPROVING THE SALE OF 222.7 ACRES MORE OF LESS OF UNDEVELOPED PROPERTY KNOWN AS TAX PARCEL IDENTIFICATION NUMBERS R7297 055, R7297 100, R7300 001, R7300 002, R7300 006, R7300 010, AND R7301 147 IN GWINNETT COUNTY AND TAX PARCEL IDENTIFICATION NUMBER 07299 001040 IN HALL COUNTY, BY GWINNETT COUNTY AND THE GWINNETT COUNTY WATER AND SEWERAGE AUTHORITY, AS SELLERS, TO THE CITY OF BUFORD, AS BUYER; AUTHORIZING THE EXECUTION AND DELIVERY OF A PURCHASE AND SALE AGREEMENT AND 2025 SUPPLEMENTAL LEASE CONTRACT BETWEEN GWINNETT COUNTY AND THE GWINNETT COUNTY WATER AND SEWERAGE AUTHORITY RELATING TO THE SALE OF SUCH PROPERTY; AND FOR OTHER RELATED PURPOSES.

ADOPTION DATE: JULY 15, 2025

At the regular meeting of the Board of Commissioners of Gwinnett County, Georgia held in the Gwinnett Justice and Administration Center, Auditorium, 75 Langley Drive, Lawrenceville, Georgia.

Name	Present	Vote
Nicole L. Hendrickson, Chairwoman		
Kirkland Carden, District 1		
Ben Ku, District 2		
Jasper Watkins III, District 3		
Matthew Holtkamp, District 4		

On the motion of Commissioner _____, which carried by a X-X vote, the following Resolution is hereby adopted:

A RESOLUTION APPROVING THE SALE OF 222.7 ACRES MORE OF LESS OF UNDEVELOPED PROPERTY KNOWN AS TAX PARCEL IDENTIFICATION NUMBERS R7297 055, R7297 100, R7300 001, R7300 002, R7300 006, R7300 010, AND R7301 147 IN GWINNETT COUNTY AND TAX PARCEL IDENTIFICATION NUMBER 07299 001040 IN HALL COUNTY, BY GWINNETT COUNTY AND THE GWINNETT COUNTY WATER AND SEWERAGE AUTHORITY, AS SELLERS, TO THE CITY OF BUFORD, AS BUYER; AUTHORIZING THE EXECUTION AND DELIVERY OF A PURCHASE AND SALE AGREEMENT AND 2025 SUPPLEMENTAL LEASE CONTRACT BETWEEN GWINNETT COUNTY AND THE GWINNETT COUNTY WATER AND SEWERAGE AUTHORITY RELATING TO THE SALE OF SUCH PROPERTY; AND FOR OTHER RELATED PURPOSES.

WHEREAS, the Board of Commissioners of Gwinnett County, Georgia, upon the advice and recommendation of its financial advisors, and after its own independent extensive study and investigation, has heretofore determined that:

(i) the division between the Gwinnett County Water and Sewerage Authority (the "**Authority**") and Gwinnett County, Georgia (the "**County**") existing prior to November 1, 1985, with respect to the water and sewerage facilities serving the residents of the County resulted in certain inefficiencies; and

(ii) in order to accommodate the then current capital needs with respect to water and sewerage facilities to serve the residents of the County and the anticipated future needs, it was desirable and in the best interest of the citizens of the County, to consolidate the water and sewerage facilities; and

(iii) the public health, public interest and public welfare of the citizens of the County could best be met by consolidating the ownership of the water and sewerage facilities in the Authority and by the Authority leasing such facilities to the County; and

WHEREAS, pursuant to that certain resolution adopted November 20, 1985 (the "**1985 Resolution**"), the Authority combined all of its then existing water facilities, the water and sewerage facilities acquired from the County and any other water and sewerage facilities thereafter acquired, constructed and equipped into a combined water and sewerage system as one revenue producing undertaking and issued its Revenue Refunding and Improvement Bonds, Series 1985 (the "**Series 1985 Bonds**") in the original aggregate principal amount of \$207,612,654.10 to finance such undertaking; and

WHEREAS, the Authority and the County, pursuant to resolutions duly adopted, have heretofore entered into an Amended and Restated Lease Contract, dated as of November 1, 1985, as amended by an Amendment Number One to Amended and Restated Lease Contract dated September 9, 1997 (collectively, the "**1985 Lease**"), pursuant to which the Authority leased the Authority's combined water and sewerage system as then existent and as thereafter added to, extended, improved and equipped (the "**System**") to the County on a net lease basis and the County covenanted to make certain lease payments directly to the Sinking Fund Custodian (as defined in the 1985 Lease) for the account of the Authority from the **Net Revenues** (as defined in the 1985 Lease) derived from the operation of the System in amounts sufficient to enable the Authority to pay the principal of and interest on the Series 1985 Bonds and to pay the principal and interest on any additional parity bonds issued under the 1985 Resolution (collectively, the "**1985 Resolution Bonds**") as same become due and payable, either at maturity or by proceedings for mandatory redemption, and to create and maintain a reserve for such purpose, all as more fully set forth in the 1985 Lease; and

WHEREAS, the 1985 Lease provides for the issuance of indebtedness of the County payable from the Net Revenues and secured by a lien on such Net Revenues expressly junior and subordinate to the lien created under the 1985 Lease to secure payment of the lease payments relating to the 1985 Resolution Bonds; and

WHEREAS, the County and the Authority entered into a Supplemental Lease Contract, dated as of October 1, 2004 (the "**2004 Supplemental Lease**"), pursuant to which the Authority continues to lease the System to the County on a net lease basis and the County, in addition to its covenant under the 1985 Lease to make lease payments relating to the 1985 Resolution Bonds, makes lease payments (the "**Lease Payments**") relating to the 2004 Indenture Bonds (hereinafter defined) directly to the Sinking Fund No. 2 Custodian (as defined in the 2004 Supplemental Lease) for the account of the Authority from the Net Revenues in amounts sufficient to enable the Authority to pay the principal of and interest on the 2004 Indenture Bonds as the same become due and payable, either at maturity or by proceedings for mandatory redemption, all as more fully set forth in the 2004 Supplemental Lease; and

WHEREAS, the Authority entered into a Trust Indenture dated as of October 1, 2004 (as supplemented, the "**Indenture**") with The Bank of New York Mellon Trust Company, N.A. (formerly known as The Bank of New York Trust Company, N.A.), as trustee (the "**Trustee**"), pursuant to which the Authority issued \$60,000,000 in aggregate principal amount of its Variable Rate Revenue Bonds, Series 2004A, and \$60,000,000 in aggregate principal amount of its Variable Rate Revenue Bonds, Series 2004B (collectively, the "**Series 2004 Bonds**" and together with any Additional Bonds (as defined in the Indenture) issued pursuant to the Indenture, the "**2004 Indenture Bonds**") in order to provide funds to finance improvements to the System and to pay expenses associated with the issuance of the Series 2004 Bonds; and

WHEREAS, under the terms of the Indenture, the Authority assigned to the Trustee all right, title and interest in the Lease Payments relating to the 2004 Indenture Bonds and, subject and subordinate in all respects to the rights of the owners and holders of the 1985 Resolution Bonds, all right and title and interest in, to and under the hereinafter defined Lease; and

WHEREAS, there are no longer any 1985 Resolution Bonds outstanding and, accordingly, the 2004 Indenture Bonds have or will have a first or prior lien on the Lease Payments and the Lease; and

WHEREAS, the Authority previously acquired 180.9 acres, more or less, of undeveloped land known as Tax Parcel Identification Numbers R7297 055, R7300 001, R7300 006, and R7301 147 in Gwinnett County and Tax Parcel Identification Number 07299 001040 in Hall County (the "**2025 Excluded Facilities**"); and

WHEREAS, the Authority did not acquire the 2025 Excluded Facilities with funds from any bonds that have not been fully paid and remain outstanding; and

WHEREAS, the County acquired an additional 41.8 acres more or less of undeveloped land known as Tax Parcel Identification Numbers R7297 100, R7300 002 and R7300 002 that is located adjacent to the 2025 Excluded Facilities (the “**County Property**”); and

WHEREAS, the Authority has informed the County that the Authority proposes to sell the 2025 Excluded Facilities and the County proposes to sell the County Property pursuant to the terms of a Purchase and Sale Agreement (the “**Purchase and Sale Agreement**”) between the County and the Authority, as seller, and the City of Buford, as buyer; *provided that* the sale of the 2025 Excluded Facilities pursuant to the terms of the Purchase and Sale Agreement will be subject to the prior approval thereof by the Board of Commissioners of the County pursuant to this Resolution; and

WHEREAS, in connection with the sale of the 2025 Excluded Facilities, it is proposed that the County enter into a 2025 Supplemental Lease Contract to be dated as of the date that the 2025 Excluded Facilities are sold pursuant to the Purchase and Sale Agreement (the “**2025 Supplemental Lease**” and together with the 1985 Lease and the 2004 Supplemental Lease, as supplemented, the “**Lease**”) with the Authority for the purpose of excluding the 2025 Excluded Facilities from the definition of “Leased Facilities” in the 1985 Lease and the 2004 Supplemental Lease; and

WHEREAS, none of the 1985 Resolution Bonds remain outstanding, and none of the outstanding 2004 Indenture Bonds are in default as to principal and interest; and the County is in compliance with the Lease; and

WHEREAS, after careful study and investigation, the County desires to approve the sale of the 2025 Excluded Facilities and County Property pursuant to the terms of the Purchase and Sale Agreement and authorize the execution and delivery of the 2025 Supplemental Lease;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Gwinnett County, Georgia (the “**Governing Authority**”) as follows:

1. Approval of Sale of 2025 Excluded Facilities. The Governing Authority hereby acknowledges receipt of the Resolution adopted by the Authority on July 7, 2025, related to the sale of the 2025 Excluded Facilities and hereby consents to and approves the sale of the 2025 Excluded Facilities pursuant to the terms of the Purchase and Sale Agreement; *provided that* the County hereby represents that the sale of the 2025 Excluded Facilities pursuant to the Purchase and Sale Agreement will not, in any way, adversely affect the revenues of the System; and *provided further* that the County hereby represents and covenants that the proceeds from the sale of the 2025 Excluded Facilities pursuant to the Purchase and Sale Agreement will be used for extensions or improvements to the System.

2. Authorization of the Purchase and Sale Agreement. In order to provide for the sale of the County Property, the execution, delivery and performance of the Purchase and Sale Agreement be and the same are hereby authorized. The Purchase and Sale Agreement shall be in substantially the form attached hereto as Exhibit A, subject to such changes, insertions or omissions as may be approved by the Chairwoman, and the execution of the Purchase and Sale Agreement by the Chairwoman and County Clerk as hereby authorized shall be conclusive evidence of any such approval.

3. Authorization of 2025 Supplemental Lease. The form, terms, and conditions and the execution, delivery, and performance of the 2025 Supplemental Lease, which has been filed with the County, are hereby approved and authorized. The 2025 Supplemental Lease shall be in substantially the form attached hereto as Exhibit B with such changes, corrections, deletions, insertions, variations, additions, or omissions as may be approved by the Chairwoman of the Governing Authority.

4. General Authority. The Chairwoman of the Governing Authority is hereby authorized and directed to execute on behalf of the County the Purchase and Sale Agreement and 2025 Supplemental Lease, and the County Clerk is hereby authorized and directed to affix thereto and attest the seal of the County, upon proper execution and delivery of the other parties thereto, provided, that in no event shall any such attestation or affixation of the seal of the County be required as a prerequisite to the effectiveness thereof, and the County Clerk is authorized and directed to deliver the Purchase and Sale Agreement and 2025 Supplemental Lease on behalf of the County to the other parties thereto. The proper officers, directors, agents and employees of the County, including but not limited to the Chairwoman of the Governing Authority, the Chief Financial Officer and the Director of Financial Services of the County, are hereby authorized, empowered and directed to execute and deliver all such other contracts, agreements, instruments, documents, affidavits, or certificates and to do and perform all such things and acts as each shall deem necessary or appropriate in furtherance of the sale of the 2025 Excluded Facilities and County Property pursuant to the Purchase and Sale Agreement and the carrying out of the transactions authorized by this Resolution or contemplated by the instruments and documents referred to in this Resolution.

5. Actions Approved and Confirmed. All acts and doings of the officers agents and employees of the County which are in conformity with the purposes and intents of this Resolution and in furtherance of the sale of the 2025 Excluded Facilities and County Property pursuant to the Purchase and Sale Agreement and the execution, delivery and performance of the 2025 Supplemental Lease shall, and same hereby are, in all respects ratified, approved and confirmed.

6. No Personal Liability. No stipulation, obligation or agreement herein contained or contained in the documents authorizing the sale of the 2025 Excluded Facilities and County Property shall be deemed to be a stipulation, obligation or

agreement of any officer, director, agent or employee of the County in his or her individual capacity.

7. Public Inspection of Documents. This Resolution and the Purchase and Sale Agreement and 2025 Supplemental Lease, as approved by this Resolution, which are hereby incorporated in this Resolution by this reference thereto, shall be placed on file at the office of the County and made available for public inspection by any interested party immediately following the passage and approval of this Resolution. The Clerk or the Deputy Clerk of the Governing Authority is hereby authorized and directed to furnish a certified copy of this Resolution to the Authority.

8. Repealing Clause. All resolutions or parts thereof of the Governing Authority in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

9. Effective Date. This Resolution shall take effect immediately upon its adoption.

[SIGNATURES ON FOLLOWING PAGE]

[COUNTERPART SIGNATURE PAGE TO RESOLUTION]

THIS RESOLUTION is adopted this 15th day of July, 2025.

**BOARD OF COMMISSIONERS OF GWINNETT COUNTY,
GEORGIA**

By: _____
Nicole L. Hendrickson, Chairwoman

ATTEST:

Tina King, County Clerk

APPROVED AS TO FORM:

Nathan Wood
Senior Assistant County Attorney

EXHIBIT A
FORM OF PURCHASE AND SALE AGREEMENT

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the "Agreement") is made this the _____ day of _____, 2025, between the **GWINNETT COUNTY WATER AND SEWERAGE AUTHORITY and GWINNETT COUNTY**, political subdivisions of the State of Georgia, hereinafter collectively referred to as "SELLER", and the **CITY OF BUFORD**, a Georgia Municipal Corporation, hereinafter referred to as "PURCHASER".

WITNESSETH:

The undersigned Purchaser agrees to buy, and the undersigned Seller agrees to sell, all those certain tracts of land containing 222.7 acres, more or less, located in Land Lots 297, 300 and 301, 7th District, Gwinnett County, Georgia, being known as Tax Parcel Identification Numbers R7297 100, R7297 055, R7300 001, R7300 002, R7300 006, R7300 010, and R7301 147, and in Land Lot 299, 7th District, Hall County, Georgia, being known as Tax Parcel Identification Number 07299 001040, said tracts of land being hereinafter referred to as the "Premises" and being more particularly described in Exhibit "A", a copy of which is attached hereto and hereby incorporated by reference as part of this document.

The terms and conditions of this Agreement are as follows:

1. PURCHASE PRICE AND TERMS:

The purchase price for the Premises shall be **\$90,000.00 per acre**, which Purchaser shall pay to Seller at closing. Within sixty (60) days after the date of this Agreement, Purchaser shall have the option, but not the obligation, at Purchaser's expense, to cause an accurate survey to be made of the Premises by a reputable surveyor registered as such under the laws of the State of Georgia. On completion of the survey the total acreage of the Premises shall be determined to the nearest one hundredth of an acre and the purchase price for the Premises determined by applying the price per acre to the total acreage as shown by the survey. In the event Purchaser elects not to obtain such survey, Purchaser shall pay the sum of Twenty Million Forty-Three Thousand and Six Hundred and Fifty-Seven Dollars (\$20,043,657).

2. EARNEST MONEY:

The parties agree that no earnest money is required for this transaction.

3. PRORATIONS:

The property is exempt from ad valorem taxes.

4. TRANSFER TAX:

The parties acknowledge that the transfer of the Premises is exempt from State of Georgia

property transfer tax pursuant to O.C.G.A. § 48-6-2(a)(3).

5. TITLE:

Real Property. Seller agrees to convey good, marketable, and insurable fee simple title to the Premises by limited warranty deed. For the purposes of this paragraph, a "good, marketable and insurable title" is a title which is insurable by a reputable title insurance company in Atlanta, Georgia, at its standard rates without exception other than exceptions for the items set forth below subject to which said Premises is sold hereunder. Purchaser shall have forty-five (45) days after the date of execution of this Agreement in which to examine title. If Purchaser elects not to procure a survey as contemplated in Paragraph 1, the lack of a survey or any unforeseen title defects resulting therefrom, shall be permitted exceptions under this paragraph. If Purchaser finds any legal defects to title (other than the items subject to which said Premises is sold as are hereinafter set forth), Seller shall be furnished with a written statement hereof and shall have thirty (30) days from the date of receipt of said statement in which to correct the same. If Seller shall fail to correct or satisfy such legal defects within said thirty (30) day period, Purchaser shall have the choice of (a) accepting said Premises with such legal defects; or (b) postponing closing hereunder for not more than thirty (30) days until said defects are corrected; or (c) declining to accept said Premises with such legal defects, such choice to be exercised by written notice to Seller mailed within ten (10) days following the end of the thirty (30) day period for correction by Seller of such legal defects. Seller's failure to correct legal defects shall not constitute a breach of this Agreement. Purchaser's sole remedy for any legal defects remaining after postponement of closing shall be to decline to accept the Premises and terminate the Agreement.

At closing hereunder, said Premises shall be conveyed free and clear of all liens, encumbrances, restrictions, assessments, encroachments, licenses, leases, tenancies and occupancies except zoning ordinances affecting same, utility easements of record, and the title exceptions set forth in this paragraph and Exhibit "B", a copy of which is attached hereto and hereby incorporated by reference as part of this Agreement.

6. WARRANTIES & REPRESENTATIONS:

Seller makes the following warranties and representations, all of which shall survive the closing, delivery of possession, and recording of the deed:

a) Title: Seller warrants that Seller presently has title to said Premises and that Seller has the right, power and authority to enter into this Agreement and to sell the Premises in accordance with the terms and conditions herein, subject to the exceptions set forth in Paragraph 5 of this Agreement.

b) Leases, Contracts: There are no leases, contracts, or other obligations existing with respect to the Premises except the portion of the Premises owned by the Gwinnett County Water & Sewerage Authority is leased to Gwinnett County pursuant to a 1985 Lease, as supplemented. The Gwinnett County Water & Sewerage Authority intends to exclude the Property from the 1985 Lease, as supplemented, by executing a 2025 SUPPLEMENTAL LEASE CONTRACT with

Gwinnett County. This Purchase and Sale Agreement is contingent on Gwinnett County Water & Sewerage Authority and Gwinnett County approving and signing a 2025 SUPPLEMENTAL LEASE CONTRACT excluding the Property from the 1985 Lease, as supplemented.

c) To the best of the knowledge, information and belief of Seller, no portion of the Premises is being used, or in any previous time has been used, as a dump or fill or for the disposal, storage, treatment, processing or other handling of hazardous substances and waste.

d) To the best of the knowledge, information and belief of Seller, the following elected officials hold an ownership or other interest in the Premises, brokered the transaction on Seller's behalf or served in some other capacity related to this transaction on Seller's behalf: N/A.

e) No current member of the Gwinnett County Board of Commissioners presently holds any direct or indirect property or pecuniary interest in the Premises, as defined in Sec. 54-34 of the Code of Ordinances of Gwinnett County. This disclosure shall be deemed to be continuing in nature, and in the event Seller discloses any such interest prior to the closing of this transaction, Purchaser may terminate this Agreement upon written notice to Seller.

7. INSPECTION:

Purchaser or its agents shall have the right to enter upon the land described in Exhibit "A" hereof and make inspections, investigations, test borings and boundary line and topographical surveys. To the extent permitted by law, Purchaser agrees to indemnify Seller and hold Seller harmless against all liability, loss, cost, damage and expense (including, without limitation, attorney's fees and cost of litigation) Seller suffers or incurs as a result of said activities of Purchaser, its engineers, surveyors, agents and representatives, upon the Premises.

8. POSSESSION:

Possession of the Premises shall be granted by Seller to Purchaser at closing.

9. CLOSING:

Purchaser and Seller shall close the sale contemplated by this Agreement on or before thirty (30) days after the later of (i) closing of bonds issued by the City's Urban Redevelopment Agency, (ii) the end of the feasibility study period stated in Paragraph 10, or (iii) determination of the Premises' acreage pursuant to Paragraph 1. Provided, however, absent an agreed upon amendment extending the closing date, this Agreement shall terminate on December 31, 2025. Closing shall take place at a mutually agreeable location. Seller and Purchaser agree that such papers as may be legally necessary to carry out the terms of this Agreement shall be executed and delivered by such parties at the time the sale is consummated.

Purchaser shall pay all closing costs, including, but not limited to, title examination costs, including any title certification costs, title insurance premiums, recording costs and any other costs incurred by Purchaser in connection with the transaction contemplated herein. Each party shall

bear the expense of their own legal counsel.

10. SPECIAL STIPULATIONS:

Feasibility Study.

Inspection of Real Property: Notwithstanding any other provisions of this Agreement, Purchaser shall have sixty (60) days from the date this Agreement is fully executed by all parties to inspect and consider the feasibility of said Premises for Purchaser's intended use. Said feasibility shall apply to title, zoning, all utilities, utility easements, drainage and governmental regulations, including building code regulations, mineral rights and ingress and egress, topography and subsurface rock and other such factors as would be determined by the completion of inspection and survey as referenced in this Agreement. Purchaser may, no later than the 60th day following full execution of this Agreement, terminate this Agreement by written notice to Seller, whereupon any earnest money shall be refundable, no party shall have any further rights or obligations hereunder, and this Agreement shall be considered null and void and have no further binding contingencies.

11. ACTS NECESSARY:

Each party shall do all acts necessary to carry out this Agreement and shall not disqualify itself from performing.

12. TIME:

Time is of the essence of this Agreement.

13. ENTIRE AGREEMENT:

This Agreement constitutes the sole and entire agreement between the parties hereto and no modification of this Agreement shall be binding unless attached hereto and signed by all parties to this Agreement. No representation, promise, or inducement not included in this Agreement shall be binding upon any party hereto.

14. SUCCESSORS AND ASSIGNS:

This Agreement binds and inures to the benefit of the parties to the Agreement and shall bind and inure their respective successors, legally obligated representatives, and assigns, subject to the terms and conditions set forth in this Agreement.

15. ASSIGNMENT

The Purchaser may assign this Agreement, in whole or in part, to any affiliated entity of the Purchaser without the prior written consent of the Seller. For purposes of this Agreement, an "affiliated entity" means an authority as legally established and appointed by the governing body of Purchaser (e.g. Urban Redevelopment Agency). Any assignment made under this provision

shall not relieve the Purchaser of its obligations under this Agreement, and assignment shall be subject to the obligations of the Purchaser stated herein.

16. EDUCATIONAL USE RESTRICTION

The Purchaser warrants and agrees that its purchase of the Premises is for future use for educational purposes.

The above provisions shall survive closing.

17. RIGHT OF FIRST REFUSAL

1. Grant of Right of First Refusal:

The Purchaser hereby grants to the Seller, and the Seller is hereby given, a right of first refusal to purchase or accept the Property on the same terms and conditions as any offer that the Purchaser intends to accept from a third party (the "Third Party Offer"). Purchaser shall forward in writing such Third Party Offer to Seller within five (5) days of receipt of such offer, or within five (5) days of advertising the Property for sale.

2. Exercise of Right:

Upon receipt of the written notice of the Third Party Offer, the Seller shall have 20 days (the "Right of First Refusal Period") to notify the Purchaser in writing of the Seller's intent to exercise the right to purchase the Property on the same terms and conditions as the Third Party Offer. If the Seller notifies the Purchaser within the Right of First Refusal Period of its intention to exercise the right, the Purchaser shall proceed with the sale of the Property to the Seller on the same terms and conditions as the Third Party Offer.

3. Failure to Exercise Right:

If the Seller does not exercise the right of first refusal within the Right of First Refusal Period, the Purchaser shall be free to sell the Property to the third party on the terms set forth in the Third Party Offer, provided such sale occurs within sixty (60) days after the expiration of the Right of First Refusal Period. If the Purchaser does not close the sale with the third party within such period, the right of first refusal shall again apply to any new offer received by the Purchaser.

4. Waiver of Right:

The Seller's right of first refusal may not be assigned, transferred, or waived except as expressly set forth in this Agreement. The Seller's right of first refusal may be exercised jointly or individually by Gwinnett County or the Gwinnett County Water & Sewerage Authority.

The above provisions shall survive closing.

18. **CONTROLLING LAW, VENUE:**

This Agreement is made and shall be performed in Gwinnett County, Georgia, and shall be construed and interpreted under the laws of the State of Georgia. Venue to enforce this Agreement shall be solely in the Superior Court of Gwinnett County, Georgia, and all defenses to venue are waived.

19. **NOTICE:**

All notices required or permitted herein shall be sent by certified mail, postage prepaid, and shall be addressed to Seller and Purchaser at the following respective addresses:

PURCHASER:

City of Buford
Attn: Bryan Kerlin, City Manager
2300 Buford Highway
Buford, Georgia 30518
With a copy to:

Gregory D. Jay
Chandler, Britt & Jay, LLC
4350 South Lee Street
Buford, Georgia 30518

SELLER:

Gwinnett County Water & Sewerage Authority
Department of Water Resources- Central Facility
684 Winder Hwy.
Lawrenceville, GA 30045

With a copy to:

Pereira, Kirby, Kinsinger & Nguyen, LLP
690 Longleaf Drive
Lawrenceville, GA 30046

Gwinnett County
Attn: Glenn P. Stephens, County Administrator
Gwinnett Justice and Administration Center
75 Langley Drive
Lawrenceville, GA 30046

With a copy to:

Michael P. Ludwiczak
County Attorney
Gwinnett County Law Department
75 Langley Drive
Lawrenceville, GA 30046

20. **DEFAULT:**

In the event that Seller shall fail to perform fully and timely any of its obligations hereunder or to consummate the transaction contemplated herein for any reason, except Purchaser's default hereunder, Purchaser may pursue all legal remedies i) to enforce specific performance of this Agreement or ii) avail itself of any other available remedy at law or in equity.

In the event Purchaser shall default under any of its obligations under this Agreement Seller shall retain any earnest money as Seller's total damages and relief hereunder.

21. **BROKER:**

Seller and Purchaser warrant to the other that there is no broker, agent, salesman, or any other person entitled to a commission or similar fee in connection with this transaction.

22. **SURVIVAL:**

The provisions of this Agreement shall survive the closing of this transaction and the execution and delivery of the warranty deed. The closing attorney is directed to place the preceding statement on the Settlement Statement executed by the parties hereto.

23. **MODIFICATION:**

No alteration or modification of Agreement shall be binding unless in writing and signed by the parties.

24. **TERMINATION:**

In the event this Agreement is terminated pursuant to the terms hereof, the terminating party shall give notice thereof to the other party and this Agreement shall be null and void and of no force or effect and the parties shall have no rights, obligations or liabilities hereunder, except as is otherwise specifically provided herein.

25. **WAIVER:**

The failure of any party to exercise any right given hereunder or to insist upon strict

compliance with any term, condition or covenant specified herein shall not constitute a waiver of such party's right to exercise such right or to demand strict compliance with any such term, condition or covenant under this Agreement.

This Agreement approved by the Gwinnett County Board of Commissioners in a public meeting this ___ day of _____, 2025 and approved by the Gwinnett County Water & Sewerage Authority in a public meeting this ___ day of _____, 2025.

"SELLER"

GWINNETT COUNTY, GEORGIA

By: _____
Nicole L. Hendrickson, Chairwoman

Signed, sealed and delivered
in the presence of:

ATTEST: _____
Clerk or Deputy Clerk

Notary Public

(County Seal)

Approved as to form:

Nathan Wood
Senior Assistant County Attorney

GWINNETT COUNTY WATER AND SEWERAGE AUTHORITY

By: _____
David Whitham, Vice Chair

Signed, sealed and delivered
in the presence of:

ATTEST: _____
Curt Thompson, Secretary

Notary Public

This Agreement approved by the City of Buford Board of Commissioners in a public meeting this ___ day of _____, 2025.

“PURCHASER”

CITY OF BUFORD

By: _____
Phillip Beard, Chairman

Signed, sealed and delivered
in the presence of:

ATTEST: _____
Kim Wolfe, Clerk

Notary Public

(County Seal)

Approved as to form:

Gregory D. Jay
City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 7-301-147

All that piece or parcel of land situated, lying or being in Land Lot 301. 7th District, Gwinnett County, Georgia and being particularly described as follows:

Beginning at the intersection of the easterly line of Land Lot 301 and the southerly Right of way line of the Norfolk Southern Railway Company, thence,

South 31 degrees 01 minutes 58 seconds East, 563.07 feet along said land lot line to an iron pin found; thence,

South 31 degrees 02 minutes 46 seconds East, 412. 91 feet along said land lot line to an iron pin set; thence,

South 57 degrees 25 minutes 57 seconds West, 880.35 feet to an iron pin set: thence,

North 67 degrees 14 minutes 57 seconds West, 164.28 feet to an iron pin set; thence,

North 22 degrees 45 minutes 03 seconds East, 144.22 feet to an iron pin set; thence,

North 16 degrees 53 minutes 32 seconds West, 107.68 feet to an iron pin set; thence,

North 64 degrees 36 minutes 02 seconds West, 203.58 feet to an iron pin set; thence.

South 87 degrees 53 minutes 19 seconds West, 568.87 feet to an iron pin set on the southerly right of way line of Norfolk Southern Railway; thence,

Along said Railroad right of way line on the arc of a curve to the right for a arc distance of 188.79 feet to a point on a compound curve to the right, said arc having a chord bearing of North 38 degrees 20 minutes 40 seconds East, chord length of 188.71 feet and a radius of 1817.80 feet; thence,

Along said curve to the right for a arc distance of 510.95 feet to a point, said arc having a chord bearing of North 47 degrees 40 minutes 33 seconds East, chord length of 509.91 feet and a radius of 2302.96 feet; thence,

North 54 degrees 01 minutes 54 seconds East, 771.04 feet to an iron pin set and the POINT OF BEGINNING.

Said parcel containing 22.54 acres more or less and being more particularly shown and delineated on composite survey for Golder Associates, Inc. prepared by Riley, Park, Hayden & Associates, Inc. dated January 29, 2002 and revised October 20, 2006.

LEGAL DESCRIPTION

PARCEL 7-300-006

All that piece or parcel of land situated, lying or being in Land Lot 300, 7th District, Gwinnett County, Georgia and being particularly described as follows:

Commencing at the intersection of the westerly line of Land Lot 300 and the southerly Right of way line of the Norfolk Southern Railway Company, thence,

North 54 degrees 01 minutes 54 seconds East, 980.31 feet along said Railroad right of way line to the beginning of a curve to the right; thence,

Along said Railroad right of way line on the arc of said curve to the right for a arc distance of 364.40 feet to a point on the curve to the right, said arc having a chord bearing of North 56 degrees 46 minutes 11 seconds East, chord length of 364.26 feet and radius of 3743.49 Feet; thence,

South 30 degrees 20 minutes 13 seconds East, 1136.12 feet to the centerline of a creek; thence,

South 30 degrees 20 minutes 15 seconds East, 82.40 feet to an iron pin found: thence,

South 30 degrees 20 minutes 15 seconds East, 230.60 feet to an iron pin found and the POINT OF BEGINNING; thence,

South 30 degrees 20 minutes 13 seconds East, 1173.26 feet to an concrete marker found; thence.

South 62 degrees 14 minutes 01 seconds West, 250.00 feet to an iron pin set: thence,

North 31 degrees 39 minutes 24 seconds West, 941.10 feet to an iron pin set; thence,

North 75 degrees 05 minutes 40 seconds West, 301.91 feet to a point; thence,

North 58 degrees 51 minutes 26 seconds East, 484.05 feet to an iron pin found and the POINT OF BEGINNING.

Said parcel containing 7.56 acres more or less and being more particularly shown and delineated on composite survey for Golder Associates, Inc. prepared by Riley, Park, Hayden & Associates, Inc. dated January 29, 2002 and revised October 20, 2006.

LEGAL DESCRIPTION

PARCEL 7-297-100

All that piece or parcel of land situated, lying or being in Land Lot 297, 7th District. Gwinnett County, Georgia and being particularly described as follows:

Commencing at the intersection of the westerly line of Land Lot 300 and the southerly Right of way line of the Norfolk Southern Railway Company, thence,

North 54 degrees 01 minutes 54 seconds East, 980.31 feet along said Railroad right of way line to an iron pin set and the beginning of a curve to the right; thence.

Along said Railroad right of way line on the arc of said curve to the right for a arc distance of 364.40 feet to a point on the curve to the right, said arc having a chord bearing of North 56 degrees 46 minutes 11 seconds East, chord length of 364.26 feet and radius of 3743.49 Feet; thence,

South 30 degrees 20 minutes 13 seconds East, 1136.12 feet to the centerline of a creek; thence,

South 30 degrees 20 minutes 15 seconds East, 82.40 feet to an iron pin found; thence.

South 30 degrees 20 minutes 15 seconds East, 230.60 feet to an iron pin found; thence,

South 30 degrees 20 minutes 13 seconds East, 1173.26 feet to an concrete marker found; thence.

North 60 degrees 04 minutes 23 seconds East, 756.33 feet to an iron pin found and the POINT OF BEGINNING; thence,

North 60 degrees 00 minutes 56 seconds East, 669.00 feet to an iron pin found; thence,

South 21 degrees 23 minutes 30 seconds West, 797.64 feet to an iron pin set; thence.

North 35 degrees 14 minutes 37 seconds West, 500.00 feet to an iron pin found and the POINT OF BEGINNING.

Said parcel containing 3.82 acres more or less and being more particularly shown and delineated on composite survey for Golder Associates, Inc. prepared by Riley, Park, Hayden & Associates, Inc. dated January 29, 2002 and revised October 20, 2006.

LEGAL DESCRIPTION

PARCEL 7-301-010

All that piece or parcel of land situated, lying or being in Land Lot 300, 7th District, Gwinnett County, Georgia and being particularly described as follows:

Commencing at the intersection of the westerly line of Land Lot 300 and the southerly right of way line of the Norfolk Southern Railway Company; thence,

South 31 degrees 01 minutes 58 seconds East, 525.03 feet to the centerline of a creek and the POINT OF BEGINNING; thence,

Easterly, 1555 feet Plus or Minus along said centerline of said creek to a point; thence,

South 30 degrees 20 minutes 15 seconds East, 82.40 feet to an iron pin found; thence,

South 30 degrees 20 minutes 15 seconds East, 230.60 feet to an iron pin found; thence,

South 58 degrees 51 minutes 26 seconds West, 484.05 feet to a point; thence,

North 75 degrees 05 minutes 40 seconds West, 342.25 feet to an iron pin set; thence,

South 71 degrees 08 minutes 57 seconds West, 614.76 feet to an iron pin set; thence,

North 31 degrees 02 minutes 46 seconds West, 412.91 feet to an iron pin found; thence,

North 31 degrees 01 minutes 58 seconds West, 38.04 feet to the centerline of creek and the POINT OF BEGINNING.

Said parcel containing 15.21 acres more or less and being more particularly shown and delineated on composite survey for Golder Associates, Inc. prepared by Riley, Park, Hayden & Associates, Inc. dated January 29, 2002 and revised October 20, 2006.

LEGAL DESCRIPTION

PARCEL 7-300-001

All that piece or parcel of land situated, lying or being in Land Lot 300, 7th District, Gwinnett County, and Hall County, Georgia and being particularly described as follows:

Commencing at the intersection of the westerly line of Land Lot 300 and the southerly Right of way line of the Norfolk Southern Railway Company; thence,

North 54 degrees 01 minutes 54 seconds East, 980.31 feet along said Railroad right of way line to an iron pin set and the beginning of a curve to the right; thence.

Along said Railroad right of way line on the arc of said curve to the right for a arc distance of 364.40 feet to a point on the curve to the right, said arc having a chord bearing of North 56 degrees 46 minutes 11 seconds East, chord length of 364.26 feet and radius of 3743.49 Feet, said point being the POINT OF BEGINNING; thence,

Along said Railroad right of way line on the arc of said curve to the right for a arc distance of 988.16 feet to an iron pin set, said arc having a chord bearing of North 67 degrees 07 minutes 14 seconds East, chord length of 985.30 feet and radius of 3743.49 Feet; thence,

Along said Railroad right of way line North 74 degrees 43 minutes 59 seconds East, 436.94 feet to an iron pin set and the beginning of a curve to the left; thence,

Along said Railroad right of way line on the arc of said curve to the left for a arc distance of 493.54 feet to an iron pin set, said arc having a chord bearing of North 70 degrees 32 minutes 34 seconds East, chord length of 493.10 feet and radius of 3374.17 Feet; thence,

Along said Railroad right of way line North 66 degrees 21 minutes 09 seconds East, 159.54 feet to an iron pin set; thence,

South 29 degrees 53 minutes 41 seconds East, 197 .49 feet to an iron pin found; thence,

South 29 degrees 45 minutes 09 seconds East, 1732.11 feet to an iron pin found; thence,

South 30 degrees 22 minutes 27 seconds East, 350.76 feet to an iron pin set; thence.

South 59 degrees 48 minutes 27 seconds West, 597.30 feet to an iron pin found: thence.

South 60 degrees 00 minutes 56 seconds West, 669.00 feet to an iron pin found; thence,

South 60 degrees 04 minutes 23 seconds West, 756.33 feet to an concrete marker found; thence,

North 30 degrees 20 minutes 13 seconds West, 1173.26 feet to an iron pin found; thence,

North 30 degrees 20 minutes 15 seconds West, 230.60 feet to an iron pin found; thence,

North 30 degrees 20 minutes 15 seconds West, 82.40 feet to the centerline of a creek;

thence,

North 30 degrees 20 minutes 13 seconds West, 1136.12 feet to the POINT OF BEGINNING.

Said parcel containing 115.39 acres more or less and being more particularly shown and delineated on composite survey for Golder Associates, Inc. prepared by Riley, Park, Hayden & Associates, Inc. dated January 29, 2002 and revised October 20, 2006.

LEGAL DESCRIPTION

PARCEL 7-300-002

All that piece or parcel of land situated, lying or being in Land Lot 300, 7th District, Gwinnett County, Georgia and being particularly described as follows:

Beginning at the intersection of the westerly line of Land Lot 300 and the southerly Right of way line of the Norfolk Southern Railway Company; thence,

North 54 degrees 01 minutes 54 seconds East, 980.31 feet along said Railroad right of way line to an iron pin set and the beginning of a curve to the right; thence,

Along said Railroad right of way line on the arc of said curve to the right for a arc distance of 364.40 feet to a point on the curve to the right, said arc having a chord bearing of North 56 degrees 46 minutes 11 seconds East, chord length of 364.26 feet and radius of 3743.49 feet; thence,

South 30 degrees 20 minutes 13 seconds East, 1136.12 feet to the centerline of a creek; thence,

Westerly, 1555 feet Plus or Minus along said centerline of said creek to a point; thence,

North 31 degrees 01 minutes 58 seconds West, 525.03 feet to an iron pin set and the POINT OF BEGINNING.

Said parcel containing 22.87 acres more or less and being more particularly shown and delineated on composite survey for Golder Associates, Inc, prepared by Riley, Park, Hayden & Associates, Inc. dated January 29, 2002 and revised October 20, 2006.

LEGAL DESCRIPTION

PARCEL 7-297-055

All that piece or parcel of land situated, lying or being in Land Lot 297, 7th District, Gwinnett County, Georgia and being particularly described as follows:

Commencing at the intersection of the westerly line of Land Lot 300 and the southerly right of way line of the Norfolk Southern Railway Company; thence,

North 54 degrees 01 minutes 54 seconds East, 980.31 feet along said Railroad right of way line to an iron pin set and the beginning of a curve to the right; thence,

Along said Railroad right of way line on the arc of said curve to the right for a arc distance of 364.40 feet to a point on the curve to the right, said arc having a chord bearing of North 56 degrees 46 minutes 11 seconds East, chord length of 364.26 feet and radius of 3743.49 feet; thence,

South 30 degrees 20 minutes 13 seconds East, 1136.12 feet to the centerline of a creek; thence,

South 30 degrees 20 minutes 15 seconds East, 82.40 feet to an iron pin found; thence,

South 30 degrees 20 minutes 15 seconds East, 230.60 feet to an iron pin found; thence,

South 30 degrees 20 minutes 13 seconds East, 1173 .26 feet to an concrete marker found and the POINT OF BEGINNING; thence,

North 60 degrees 04 minutes 23 seconds East, 756.33 feet to an iron pin found; thence,

South 35 degrees 14 minutes 37 seconds East, 500.00 feet to an iron pin set; thence

South 35 degrees 14 minutes 37 seconds East, 1106.72 feet to a point on a curve to the left; thence,

Along the arc of said curve to the left for a arc distance of 60.29 feet to an iron pin set, said arc having a chord bearing of South 00 degrees 17 minutes 54 seconds West, chord length of 60.29 feet and radius of 1275.37 feet; thence,

South 39 degrees 23 minutes 32 seconds West, 920.00 feet to an iron pin set; thence

North 30 degrees 20 minutes 13 seconds West, 659.86 feet to a point; thence,

North 30 degrees 20 minutes 13 seconds West, 1092.00 feet to an iron pin set; thence,

North 30 degrees 20 minutes 13 seconds West, 225.00 feet to an concrete marker found and the POINT OF BEGINNING.

Said parcel containing 34.57 acres more or less and being more particularly shown and delineated on composite survey for Golder Associates, Inc. prepared by Riley, Park, Hayden & Associates, Inc. dated January 29, 2002 and revised October 20, 2006.

LEGAL DESCRIPTION

PARCEL 07299 001040

ALL THAT TRACT or parcel of land lying and being in Land Lot 299 of the 7th Land District, Hall County, Georgia, containing .03973 acre, according to a topographical survey for Golder prepared by Hannon, Meeks and Bagwell, Surveyors & Engineers, Inc., dated October 18, 2002, said tract being more particularly described as follows:

BEGINNING at a ½ inch pipe found on the land lot line dividing Land Lots 299 and 300 located at South 29 degrees 53 minutes 41 seconds East a distance of 197.49 feet as measured from the southerly 200 foot right of way of Norfolk Southern Railway; thence from said POINT OF BEGINNING as thus established leaving the land lot line, North 66 degrees 22 minutes 37 seconds East a distance of 297.08 feet to a ½ inch rebar found on the cul-de-sac right of way of Parkway Industrial Park Drive (having a 60 foot right of way width); thence along the cul-de-sac following a counterclockwise curve with an arc distance of 62.83 feet, having a 60 foot radius, subtended by a chord bearing and distance of South 23 degrees 37 minutes 23 seconds East 60.00 feet to a point; thence leaving said right of way South 66 degrees 22 minutes 37 seconds West a distance of 290.63 feet to a point on the land lot line dividing Land Lots 299 and 300; thence along said land lot line North 29 degrees 45 minutes 09 seconds West a distance of 60.34 feet to a ½ inch pipe found being the TRUE POINT OF BEGINNING.

This is the same property conveyed by Warranty Deed from Holiday Thunder, Ltd. To Parkway Warehouse, LLC, dated July 26, 2000, recorded in Deed Book 20299, page 114, Hall County Records.

EXHIBIT B
FORM OF 2025 SUPPLEMENTAL LEASE CONTRACT

2025 SUPPLEMENTAL LEASE CONTRACT

This **2025 SUPPLEMENTAL LEASE CONTRACT** (this “**Supplemental Lease**”) is entered into as of [_____, 2025], by and between the **GWINNETT COUNTY WATER AND SEWERAGE AUTHORITY** (the “**Authority**”), a body corporate and politic and a political subdivision and public corporation of the State of Georgia created and existing under the laws of the State of Georgia, as Lessor, and **GWINNETT COUNTY** (the “**County**”), a political subdivision of the State of Georgia, as Lessee, and supplements the Amended and Restated Lease Contract, dated as of November 1, 1985, by and between the Authority and the County, as supplemented by Supplemental Lease Contract, dated as of October 1, 2004, by and between the Authority and the County and by further supplements thereto.

WITNESSETH:

In consideration of the respective representations and contracts hereinafter contained, the Authority and the County agree as follows:

ARTICLE I

DEFINITIONS

Any capitalized term not defined herein shall have the meaning attributed to it in the Lease. In addition to the words and terms elsewhere defined in this Supplemental Lease, the following words and terms as used in this Supplemental Lease shall have the following meanings unless the context or use indicates another or different meaning or intent and such definitions shall be equally applicable to both the singular and plural forms of the words and terms herein defined:

“**2004 Supplemental Lease**” means the Supplemental Lease Contract, dated as of October 1, 2004, between the County and the Authority.

“**2025 Excluded Facilities**” means the property located at Tax Parcel Identification Numbers R7297 055, R7300 001, R7300 006, R7301 147 in Gwinnett County and Tax Parcel Identification Number 07299 001040 in Hall County consisting of 180.98 acres more or less of undeveloped land and sold by the Authority on [_____, 2025] pursuant to the terms of the 2025 Purchase and Sale Agreement.

“**2025 Purchase and Sale Agreement**” means the Purchase and Sale Agreement dated [_____, 2025] between the County and Authority, as sellers, and the City of Buford, as buyer, related to the 2025 Excluded Facilities and additional County owned parcels.

“**Lease**” means the 1985 Lease, as supplemented by the 2004 Supplemental Lease, and as further supplemented by the other supplements thereto, through and including this Supplemental Lease.

“**Leased Facilities**” shall have the meaning specified in Article I of the 1985 Lease and shall specifically include all of the water and sewerage facilities financed or refinanced with the proceeds of any Second Lien Bonds; *provided that* the Leased Facilities shall not include the 2025 Excluded Facilities.

“**Supplemental Lease**” means this 2025 Supplemental Lease Contract, as amended from time to time.

ARTICLE II

REPRESENTATIONS AND AGREEMENTS

Section 2.1. Representations by the Authority.

The Authority makes the following representations as the basis for the undertakings on its part herein contained:

(a) The Authority is authorized to enter into the transactions contemplated by the 2025 Purchase and Sale Agreement and this Supplemental Lease and to carry out its obligations hereunder, has been duly authorized to execute and deliver the 2025 Purchase and Sale Agreement and this Supplemental Lease, and will do or cause to be done all things necessary to preserve and keep in full force and effect its status and existence;

(b) The execution and delivery of the 2025 Purchase and Sale Agreement and this Supplemental Lease, and the performance of all covenants and agreements of the Authority contained in the 2025 Purchase and Sale Agreement and this Supplemental Lease and of all other acts and things required under the Constitution and laws of the State of Georgia to make this Supplemental Lease a valid and binding obligation of the Authority in accordance with its terms are authorized by law and have been duly authorized by proceedings of the Authority adopted at public meetings thereof duly and lawfully called and held;

(c) The Authority has not made, done, executed or suffered, and warrants that it will not make, do, execute or suffer any act or thing whereby its title to and interest in the System will or may be impaired or encumbered in any manner except as permitted in the Lease and in the Indenture and except for acts or things done or permitted by the County;

(d) The Authority will sell the 2025 Excluded Facilities (which is currently undeveloped) as permitted by Section 6.10 of the 1985 Lease and Section 6.4 of the 2004 Supplemental Lease pursuant to the terms of the 2025 Purchase and Sale Agreement; *provided that* the sale of the 2025 Excluded Facilities will not, in any way, adversely affect the revenues of the System; and *provided further* that the proceeds from the sale of the 2025 Excluded Facilities will be used for extensions or improvements to the System.

(e) The Authority did not acquire the 2025 Excluded Facilities with Funds from any bonds that have not been fully paid and remain out

(f) There is no litigation or proceeding pending or to the knowledge of the Authority threatened against the Authority or against any person having a material adverse effect on the right of the Authority to execute the 2025 Purchase and Sale Agreement and this Supplemental Lease or the ability of the Authority to comply with any of its obligations under the 2025 Purchase and Sale Agreement or this Supplemental Lease.

Section 2.2. Representations by the County.

The County makes the following representations as the basis for the undertakings on its part herein contained:

(a) The County is a political subdivision under the laws of the State of Georgia having power to enter into and execute and deliver this Supplemental Lease, and by proper action of its

governing body has authorized the execution and delivery of this Supplemental Lease and the taking of any and all such actions as may be required on its part to carry out, give effect to and consummate the transactions contemplated by this Supplemental Lease and the Indenture, and no approval or other action by any governmental authority, agency, or other person is required in connection with the delivery and performance of this Supplemental Lease by it except as shall have been obtained as of the date hereof;

(b) This Supplemental Lease has been duly executed and delivered by the County and constitutes its legal, valid and binding obligation enforceable in accordance with its terms, except as enforcement may be limited by the application of equitable principles;

(c) The County does not rely on any warranty of the Authority, either express or implied, except as provided herein, as to any title to or condition of the System or that the System will be suitable to the County's needs, and the County recognizes that the Authority is not authorized to expend any funds for the System other than rental revenue received by it therefrom hereunder or the proceeds of the Second Lien Bonds;

(d) The authorization, execution, delivery and performance by the County of this Supplemental Lease and compliance by the County with the provisions thereof do not violate the laws of the State of Georgia relating to the County or constitute a breach of or a default under, any other law, court order, administrative regulation or legal decree or any agreement or other instrument to which it is a party or by which it is bound;

(e) The County hereby consents to the sale of the 2025 Excluded Facilities (which is currently undeveloped) by the Authority as permitted by Section 6.10 of the 1985 Lease and Section 6.4 of the 2004 Supplemental Lease pursuant to the terms of the 2025 Purchase and Sale Agreement; *provided that* the sale of the 2025 Excluded Facilities will not, in any way, adversely affect the revenues of the System; and *provided further* that the proceeds from the sale of the 2025 Excluded Facilities will be used for extensions or improvements to the System.

(f) There is no litigation or proceeding pending, or to the knowledge of the County threatened, against the County or any other person having a materially adverse effect on the right of the County to execute this Supplemental Lease or its ability to comply with any of its obligations under this Supplemental Lease.

ARTICLE III

LEASING

The Authority hereby agrees to continue to lease to the County, and the County hereby leases from the Authority, the Leased Facilities (excluding the 2025 Excluded Facilities) at the rental set forth in Section 5.5 of the 1985 Lease, Section 5.2 of the 2004 Supplemental Lease and otherwise in accordance with the provisions of the Lease. The Authority makes no warranties to the County with respect to the Leased Facilities.

ARTICLE IV

EFFECTIVE DATE OF THIS LEASE; DURATION OF LEASE TERM

This Supplemental Lease shall become effective when executed and delivered by the Authority and the County. Subject to the other provisions of the Lease, the Lease and the leasehold interest created thereby shall expire on the date on which all of the Second Lien Bonds shall have been paid in full, but in no event later than 50 years from the date of the 2021 Supplemental Lease dated August 1, 2021, between the Authority and the County.

ARTICLE V

MISCELLANEOUS

Section 5.1. Notices.

All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by registered or certified mail, return receipt requested, postage prepaid.

Section 5.2. Binding Effect.

This Supplemental Lease shall inure to the benefit of and shall be binding upon the Authority, the County and any assignee of the Authority with respect to the payments and rights hereunder including, specifically, but without limitation, the owners from time to time of the Second Lien Bonds, subject, however, to the limitations contained in this Supplemental Lease.

Section 5.3. Ratification of 1985 Lease and 2004 Supplemental Lease.

Effective as of the execution and delivery of this Supplemental Lease, the Lease is hereby supplemented, but only to the extent expressly set forth herein. Except as expressly supplemented by this Supplemental Lease, the Lease is hereby ratified and reaffirmed and shall be and remain in full force and effect as provided therein.

Section 5.4. Severability.

If any provision of this Supplemental Lease shall be held invalid or unenforceable by any court of competent jurisdiction such holding shall not invalidate or render unenforceable any other provision hereof or of the 1985 Lease or the 2004 Supplemental Lease, as supplemented.

Section 5.5. Amendments, Changes and Modifications.

This Supplemental Lease may be amended, changed and modified (a) to cure any ambiguity or formal defect or omission in this Supplemental Lease; (b) to provide for the issuance of Obligations in accordance with the terms of the 2004 Supplemental Lease (including, without limitation, the addition of events of default and remedies relating to any Obligations hereafter incurred by the County); (c) to grant any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the Second Lien Bondholders by the County; (d) to clarify the amounts required to be paid into Sinking Fund No. 2 and the timing thereof; (e) to conform to supplements to the Indenture; (f) to provide for the Authority's operation of the System; or (g) to make any other amendments, changes and modifications that in the opinion of counsel is not materially adverse to the interest of the Second Lien

Bondholders. Any other amendments, changes and modification of this Supplemental Lease will become effective only with the consent of the owners of at least a majority in aggregate principal amount of the Second Lien Bonds. In no event, however, may any such amendments, changes or modifications permit (a) the reduction of Subordinate Lease Payments required to be made to ensure the payment of the Second Lien Bonds and the other Obligations secured by the Indenture; (b) the reduction of the percentage of the Second Lien Bondholders required for consent to any such amendment, change or modification; or (c) the creation of any lien on the Net Revenues prior to or superior to the lien created hereunder as security for the Subordinate Lease Payments.

Section 5.6. Execution Counterparts.

This Supplemental Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 5.7. Captions.

The captions and headings in this Supplemental Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Supplemental Lease.

Section 5.8. Law Governing Construction of Supplemental Lease.

This Supplemental Lease shall be governed by, and construed in accordance with, the laws of the State of Georgia.

Section 5.9. No Personal Liability.

No stipulation, obligation or agreement contained in this Supplemental Lease, shall be deemed to be a stipulation, obligation or agreement of any officer, director, agent or employee of the Authority or the County in his or her individual capacity.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Authority and the County have caused this Supplemental Lease to be executed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by their duly authorized officers, all as of the date first written above.

THE AUTHORITY:

GWINNETT COUNTY WATER AND SEWERAGE AUTHORITY

By: _____
Vice-Chairman

(SEAL)

Attest:

Secretary

As to the Authority, signed and sealed in the presence of:

Witness

Notary Public

My Commission Expires: _____

(NOTARIAL SEAL)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

THE COUNTY:

GWINNETT COUNTY, GEORGIA

By: _____
Nicole L. Hendrickson
Chairwoman of the Board of Commissioners
of Gwinnett County

(SEAL)

Attest:

Tina King
Clerk of the Board of Commissioners
of Gwinnett County

As to the Authority, signed and sealed in the
presence of:

Witness

Notary Public

My Commission Expires: _____

(NOTARIAL SEAL)

APPROVED AS TO FORM:

Nathan Wood
Senior Assistant County Attorney

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20250576			
Department:	Parks and Recreation	Date Submitted:	05/29/2025
Working Session:	07/15/2025	Business Session:	07/15/2025
Submitted By:	Purchasing – Katie Maldonado – JS	Public Hearing:	
Agenda Type	Award	Multiple Depts?	No
Item of Business:	Locked by Purchasing <input type="checkbox"/> No		
BL037-25, Lenora Park maintenance building and press box installation, to Oconee Construction Services, LLC, amount not to exceed \$1,464,750.00. This project is funded 44% by the 2017 SPLOST Program. Contract to follow award.			
Attachments	Summary Sheet, Justification Letter, Tabulation		
Authorization: Chairwoman's Signature?	<input type="checkbox"/> Yes		
Staff Recommendation	Award		
BAC Action:			
Department Head	cnminor (7/7/2025)		
Attorney	mpludwiczak (7/11/2025)		
Agenda Purpose Only			

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	2017 SPLOST	*	\$638,000	brainey (7/11/2025)
No	Capital Project	**	\$826,750	
Finance Comments	*Amount available in Asset Management Program project. **Upon approval, adjust appropriations from Recreation Tax Contingency project to Maintenance/Renovations project.			FinDir's Initials raroyal (7/11/2025)

Budget Adjust
 Grand Jury

County Clerk Use Only		PH was Held? <input type="checkbox"/>
Working Session:	<input type="text"/>	No Action Taken Vote
Action:	<input type="text" value="New Item"/>	
Tabled:	<input type="text"/>	
Motion:	<input type="text"/>	
2nd by:	<input type="text"/>	

SUMMARY – BL037-25
Lenora Park Maintenance Building and Press Box Installation

PURPOSE:	This contract provides for the construction of a new maintenance operations building and the installation of a new prefabricated press box for the multipurpose field installed in 2024 at Lenora Park.
LOCATION:	Lenora Park
AMOUNT TO BE SPENT:	\$1,464,750.00
PREVIOUS CONTRACT AWARD AMOUNT:	N/A
AMOUNT SPENT PREVIOUS CONTRACT:	N/A
UNIT PRICE INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):	N/A
NUMBER OF BIDS/PROPOSALS DISTRIBUTED:	1,632 12 plan holders 71 website viewings
NUMBER OF RESPONSES:	2
PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) IF YES, NUMBER OF FIRMS REPRESENTED:	Yes 6
REASONS FOR LIMITED RESPONSE (IF RELEVANT):	Limited response was due to not having the time and/or resources to provide services within the specified timeframe.
RENEWAL OPTION NUMBER:	N/A
MARKET PRICES COMPARISON (FOR RENEWALS):	N/A
CONTRACT TERM:	360 consecutive calendar days from issuance of Notice to Proceed

COMMENTS:



MEMORANDUM

TO: Jake Scarpone
Purchasing Associate II

THROUGH: Chris Minor *C. Minor*
Director of Parks and Recreation

FROM: Mikhale Pogue
Program Coordinator

SUBJECT: Recommendation to Award BL037-25, Lenora Park Maintenance Building and Press Box Installation

DATE: May 23, 2025

REQUESTED ACTION

The Department of Parks and Recreation recommends awarding the above referenced contract to Oconee Construction Services, LLC. in the amount of \$1,464,750.00.

DESCRIPTION

This contract provides for the construction of a new maintenance operations building and the installation of a new prefabricated press box for the multipurpose field installed in 2024 at Lenora Park.

References checked? Yes X No

FINANCIAL

1. Estimated amount to be spent: \$1,464,750.00
2. Do total obligations agree with "Action Requested"? Yes X No
3. Budgeted: Yes No X
4. Contact name: Mikhale Pogue Contact phone: 770-822-8861

5. Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount	% of Award Amount
2025	405	216000		50807000	M-0769-72-3-03	\$826,750.00	56.4%
2025	320	216000		50807000	M-1046-45-3-03	\$638,000.00	43.6%
Total						\$1,464,750.00	100.00%

Transfer Required: Yes X No

If Yes, transfer from:							
Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount	
2025	405	227000			O-0004-01-1-02	(\$524,594.00)	
2025	405	216000			M-0769-72-3-03	\$524,594.00	

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20250651			
Department:	Parks and Recreation	Date Submitted:	06/12/2025
Working Session:	07/15/2025	Business Session:	07/15/2025
Submitted By:	Purchasing – Katie Maldonado - JS	Public Hearing:	
Agenda Type	Award	Multiple Depts?	No
Item of Business:	Locked by Purchasing <input type="checkbox"/> No		
BL057-25, Gwinnett County Aquatic Center pool renovations, to Smith Aquatics, Inc., amount not to exceed \$400,049.52. Contract to follow award.			
Attachments	Summary Sheet, Justification Letter, Tabulation		
Authorization: Chairwoman's Signature?	<input type="checkbox"/> Yes		
Staff Recommendation	Award		
BAC Action:			
Department Head	cnminor (6/16/2025)		
Attorney	abcauthen (7/8/2025)		
Agenda Purpose Only			

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	Recreation	*	\$400,050	brainey (7/8/2025)
Finance Comments	*The current balance in Industrial R&M - Contracted is checked as services are provided.			FinDir's Initials
				raroyal (6/30/2025)

Budget Adjust Grand Jury

County Clerk Use Only			PH was Held? <input type="checkbox"/>
Working Session	<input type="text"/>	Vote	No Action Taken
Action	<input type="text" value="New Item"/>		
Tabled	<input type="text"/>		
Motion	<input type="text"/>		
2nd by	<input type="text"/>		

SUMMARY – BL057-25
Gwinnett County Aquatic Center Pool Renovations

PURPOSE:	This contract provides for replacement of the existing water line and surrounding tile, and preparation of the pool shell for plaster at Bethesda Park Aquatic Center, as well as replacement of the existing water line and surrounding tile, and preparation of the kiddy pool for a new LifeFloor at Best Friend Park Pool.
LOCATION:	Various locations throughout Gwinnett County
AMOUNT TO BE SPENT:	\$400,049.52
PREVIOUS CONTRACT AWARD AMOUNT:	N/A
AMOUNT SPENT PREVIOUS CONTRACT:	N/A
UNIT PRICE INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):	N/A
NUMBER OF BIDS/PROPOSALS DISTRIBUTED:	422 84 website viewings
NUMBER OF RESPONSES:	3
PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) IF YES, NUMBER OF FIRMS REPRESENTED:	Yes 5
REASONS FOR LIMITED RESPONSE (IF RELEVANT):	N/A
RENEWAL OPTION NUMBER:	N/A
MARKET PRICES COMPARISON (FOR RENEWALS):	N/A
CONTRACT TERM:	From the issuance of Notice to Proceed through December 24, 2025

COMMENTS:



MEMORANDUM

TO: Jake Scarpone
Purchasing Associate II

THROUGH: Chris Minor *C. Minor*
Director of Parks and Recreation

FROM: Mikhale Pogue *Mikhale Pogue*
Program Coordinator

SUBJECT: BL057-25: Gwinnett County Aquatic Center Pool Renovations

DATE: June 13, 2025

REQUESTED ACTION

The Department of Parks and Recreation recommends the award of the base bid and alternate of the above referenced contract to Smith Aquatics, Inc. in the amount of \$400,049.52.

DESCRIPTION

This contract provides for replacement of the existing water line and surrounding tile, and preparation of the pool shell for plaster at Bethesda Park Aquatic Center (one instructional pool and one leisure pool). In addition, replacement of the existing water line and surrounding tile, and preparation of the kiddy pool for a new LifeFloor at Best Friend Pool.

References checked? Yes X No

FINANCIAL

1. Estimated amount to be spent: \$400,049.52
2. Do total obligations agree with "Action Requested"? Yes X No
3. Budgeted: Yes X No
4. Contact name: Mikhale Pogue Contact phone: 770-822-8861

5. Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount	% of Award Amount
2025	105	143000	14300056	50404216		\$400,049.52	100.00%
Total						\$400,049.52	100.00%

Transfer Required: Yes _____ No X

If Yes, transfer from:						
Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20250634	20240698		
Department:	Parks and Recreation	Date Submitted:	06/10/2025
Working Session:	07/15/2025	Business Session:	07/15/2025
Submitted By:	Purchasing – Katie Maldonado – JS	Public Hearing:	
Agenda Type	Approval	Multiple Depts?	No
Item of Business:	Locked by Purchasing <input type="checkbox"/> No		
to renew BL083-24, maintenance and repair of aquatic dehumidification systems on an annual contract (August 7, 2025 through August 6, 2026), with Maxair Mechanical, LLC, base bid \$188,000.00.			
Attachments	Summary Sheet, Justification Letter		
Authorization: Chairwoman's Signature?	<input type="checkbox"/> No		
Staff Recommendation	Approval		
BAC Action:			
Department Head	cnminor (7/8/2025)		
Attorney	abcauthen (6/30/2025)		
Agenda Purpose Only			

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	Recreation	*	\$188,000	brainey (7/9/2025)
Finance Comments	*The current balance in Industrial R&M - Contracted is checked as services are provided. For FY2025, \$75,200 is allocated. For FY2026, \$112,800 is subject to budget approval.			FinDir's Initials
				raroyal (6/30/2025)

Budget Adjust Grand Jury

County Clerk Use Only			PH was Held? <input type="checkbox"/>
Working Session:	<input type="text"/>	Vote	No Action Taken
Action:	<input type="text" value="New Item"/>		
Tabled:	<input type="text"/>		
Motion:	<input type="text"/>		
2nd by:	<input type="text"/>		

SUMMARY – BL083-24

Maintenance and Repair of Aquatic Dehumidification Systems on an Annual Contract

PURPOSE:	This contract provides labor, materials, and services required to maintain and repair dehumidification systems at all aquatic centers throughout the County.
LOCATION:	Various locations throughout Gwinnett County
AMOUNT TO BE SPENT:	\$188,000.00
PREVIOUS CONTRACT AWARD AMOUNT:	\$237,362.00
AMOUNT SPENT PREVIOUS CONTRACT:	\$160,000.00
UNIT PRICE INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):	6% increase
NUMBER OF BIDS/PROPOSALS DISTRIBUTED:	N/A
NUMBER OF RESPONSES:	N/A
PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) IF YES, NUMBER OF FIRMS REPRESENTED:	N/A
REASONS FOR LIMITED RESPONSE (IF RELEVANT):	N/A
RENEWAL OPTION NUMBER:	This is renewal option one (1) of four (4).
MARKET PRICES COMPARISON (FOR RENEWALS):	An analysis reveals that pricing is comparable to current market conditions.
CONTRACT TERM:	August 7, 2025 through August 6, 2026

COMMENTS:

MEMORANDUM

TO: Jake Scarpone
Purchasing Associate II

THROUGH: Chris Minor *C. Minor*
Director of Parks and Recreation

FROM: Summer Hamood *Summer Hamood*
Business Officer

SUBJECT: Recommendation to Renew BL083-24 Repair and Maintenance of Aquatic
Dehumidification Systems on an Annual Contract

DATE: April 18,2025

REQUESTED ACTION

The Department of Parks and Recreation recommends renewing of the above referenced contract with Maxair Mechanical, LLC in the amount of \$188,000.00.

DESCRIPTION

This contract provides labor, materials and services required to maintain and repair dehumidification systems at all Aquatic Centers throughout the County.

FINANCIAL

1. Estimated amount to be spent: \$188,000.00
2. Projected amount to be spent previous contract period: \$160,000.00
3. Do total obligations agree with "Action Requested"? Yes No
4. Budgeted: Yes No
5. Contact name: Summer Hamood Contact phone: 770-822-8856

6. Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount	% of Award Amount
2025	105	143000	14300073	50404227		\$75,200.00	40.00%
2026	105	143000	14300073	50404227		\$112,800.00	60.00%
Total						\$188,000.00	100.00%

Transfer Required: Yes _____ No X

If Yes, transfer from:						
Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:
20250653	20240718

Grants Public Hearing

Department:	Parks and Recreation	Date Submitted:	06/16/2025
Working Session:	07/15/2025	Business Session:	07/15/2025
Submitted By:	Purchasing – Katie Maldonado – JC	Multiple Depts?	No
Agenda Type	Approval		

Item of Business:	Locked by Purchasing	No
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to renew BL070-24, purchase and installation of sod on an annual contract (August 6, 2025 through August 5, 2026), with Visionscapes, Inc., base bid \$150,000.00.

Attachments	Summary Sheet, Justification Letter
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Authorization:	Chairwoman's Signature?	No
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Staff Recommendation	Approval
BAC Action:	
Department Head	cnminor (6/24/2025)
Attorney	abcauthen (7/8/2025)

Agenda Purpose Only

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	Recreation	*	\$150,000	brainey (7/8/2025)

Finance Comments	*The current balance in Industrial R&M - Contracted is checked as items are purchased and services are provided. For FY2025, \$75,000 is allocated. For FY2026, \$75,000 is subject to budget approval.	FinDir's Initials
		raroyal (7/7/2025)

Budget Adjust Grand Jury

County Clerk Use Only		PH was Held?
Working Session	<input type="text"/>	<input type="checkbox"/>
Action	<input type="text" value="New Item"/>	<div style="border: 1px solid black; min-height: 100px; text-align: center; padding: 5px;">No Action Taken</div>
Tabled	<input type="text"/>	
Motion	<input type="text"/>	
2nd by	<input type="text"/>	
Vote		

SUMMARY – BL070-24
Purchase & Installation of Sod on an Annual Contract

PURPOSE:	This contract provides for installation of sod including ground preparation of athletic fields.
LOCATION:	Various locations throughout Gwinnett County
AMOUNT TO BE SPENT:	\$150,000.00
PREVIOUS CONTRACT AWARD AMOUNT:	\$250,000.00
AMOUNT SPENT PREVIOUS CONTRACT:	\$141,550.00
UNIT PRICE INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):	2% increase
NUMBER OF BIDS/PROPOSALS DISTRIBUTED:	N/A
NUMBER OF RESPONSES:	N/A
PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) IF YES, NUMBER OF FIRMS REPRESENTED:	N/A
REASONS FOR LIMITED RESPONSE (IF RELEVANT):	N/A
RENEWAL OPTION NUMBER:	This is renewal option one (1) of four (4).
MARKET PRICES COMPARISON (FOR RENEWALS):	An analysis reveals that pricing is comparable to current market conditions.
CONTRACT TERM:	August 6, 2025 through August 5, 2026

COMMENTS:



MEMORANDUM

TO: Jenny Coleman
Purchasing Associate II

THROUGH: Chris Minor *C. Minor*
Director of Parks and Recreation

FROM: Summer Hamood *Summer Hamood*
Business Officer

SUBJECT: Recommendation to Renew BL070-24 Purchase and Installation of Sod on an Annual Contract

DATE: March 27, 2025

REQUESTED ACTION

The Department of Parks and Recreation recommends renewing of the above referenced contract with Visionscapes, Inc in the amount of \$150,000.00.

DESCRIPTION

This contract provides for installation of sod including ground preparation of athletic fields.

FINANCIAL

1. Estimated amount to be spent: \$150,000.00
2. Projected amount to be spent previous contract period: \$141,550.00
3. Do total obligations agree with "Action Requested"? Yes No
4. Budgeted: Yes No
5. Contact name: Summer Hamood Contact phone: 770-822-8856

6. Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount	% of Award Amount
2025	105	143000	14300056	50404216		\$75,000.00	50.00%
2026	105	143000	14300056	50404216		\$75,000.00	50.00%
Total						\$150,000.00	100.00%

Transfer Required: Yes _____ No X

If Yes, transfer from:						
Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:
20250679	

Grants Public Hearing

Department:	Police Services	Date Submitted:	06/24/2025
Working Session:	07/15/2025	Business Session:	07/15/2025
Submitted By:	Purchasing – Katie Maldonado – CW	Public Hearing:	
Agenda Type	Award	Multiple Depts?	No
Item of Business:	Locked by Purchasing		No

RP009-25, provision of a cloud-based 911 recording solution on a multi-year contract, to Quality Recording Solutions, LLC. The initial term of this contract shall be July 15, 2025 through December 31, 2025, base amount \$265,050.00. This contract may be automatically renewed on an annual basis for a total lifetime contract term of five (5) years, total base amount \$498,526.00. Contract to follow award.

Attachments	Summary Sheet, Justification Letter, Score Tabulation, Cost Tabulation
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Authorization: Chairwoman's Signature?	Yes
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Staff Recommendation	Award
BAC Action:	
Department Head	jdmclure (7/1/2025)
Attorney	mcintron (7/11/2025)

Agenda Purpose Only

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	Capital Project	*	\$265,050	brainey (7/9/2025)
Yes	E911	**	\$233,476	
Finance Comments: *Amount available in 911 Recording System project. **The balance in License Support Agreements will be checked as services are provided. For FY2025, \$265,050 is allocated. For FY2026-29, \$233,476 is subject to budget approval.				FinDir's Initials raroyal (7/9/2025)

Budget Adjust Grand Jury

County Clerk Use Only		PH was Held? <input type="checkbox"/>
Working Session	<input type="text"/>	No Action Taken Vote
Action	New Item	
Tabled	<input type="text"/>	
Motion	<input type="text"/>	
2nd by	<input type="text"/>	

SUMMARY – RP009-25
Provision of a Cloud-Based 911 Recording Solution on a Multi-Year Contract

PURPOSE:	Provision of a cloud-based 911 recording solution to replace the current on-premise system. The new solution will streamline management by enabling simultaneous, redundant recording of all communications across both centers in the cloud.
LOCATION:	Department of Police Services
AMOUNT TO BE SPENT:	\$265,050.00 (initial term) \$498,526.00 (total base amount)
PREVIOUS CONTRACT AWARD AMOUNT:	N/A*
AMOUNT SPENT PREVIOUS CONTRACT:	N/A*
UNIT PRICE INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):	N/A*
NUMBER OF BIDS/PROPOSALS DISTRIBUTED:	659 179 website viewings
NUMBER OF RESPONSES:	3
PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) IF YES, NUMBER OF FIRMS REPRESENTED:	Yes 6
REASONS FOR LIMITED RESPONSE (IF RELEVANT):	N/A
RENEWAL OPTION NUMBER:	N/A
MARKET PRICES COMPARISON (FOR RENEWALS):	N/A
CONTRACT TERM:	Initial Term: July 15, 2025 through December 31, 2025 Full Term: July 15, 2025 through December 31, 2029

COMMENTS: *This is a new multi-year contract.

MEMORANDUM

TO: Chelsey Ward
Purchasing Associate II

THROUGH: J.D. McClure *JDM*
Chief of Police

FROM: Felicia Kemp *FK*
Financial Supervisor

SUBJECT: Recommendation to Award RP009-25 Provision for Cloud-Based 911 Recording Solution on a Multi-Year Contract

DATE: June 25, 2025

REQUESTED ACTION

The Department of Police Services recommends award of the above-referenced, multi-year contract for five (5) years to Quality Recording Solutions in the amount of \$265,050.00 for the first year.

DESCRIPTION

Implementation of a cloud-based 911 recording solution to replace the current on-premises system, which consists of four Higher Ground recorders—two at each center. Currently, radio traffic is recorded on all units simultaneously, while phone traffic is recorded site-specifically and later replicated. The new solution will streamline management by enabling simultaneous, redundant recording of all communications across both centers in the cloud.

References checked: Yes No

FINANCIAL

- Estimated amount to be spent: \$265,050.00 (initial contract term)
\$498,526.00 (full contract term)
- Projected amount to be spent previous contract period: N/A
- Do total obligations agree with "Action Requested"? Yes No
- Budgeted: Yes No
- Contact name: Tina Dones Contact phone: 770-513-5064

Page 2
Award Letter
RP009-25

6. Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount	% of Award Amount	
2025	400	234000		50404216	T-0734-04-4-02	\$265,050.00	52%	
2026	095	113010	21100001	50401304		\$58,369.00	12%	
2027	095	113010	21100001	50401304		\$58,369.00	12%	
2028	095	113010	21100001	50401304		\$58,369.00	12%	
2029	095	113010	21100001	50401304		\$58,369.00	12%	
Transfer Required:						Total	\$498,526.00	100%

If Yes, transfer from: Yes No

Fiscal Year (FY)						
	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:
20250578	

Grants Public Hearing

Department:	Police Services	Date Submitted:	05/29/2025
Working Session:	07/15/2025	Business Session:	07/15/2025
Submitted By:	cfkemp	Public Hearing:	
Agenda Type	Approval	Multiple Depts?	
Item of Business:		Locked by Purchasing	No

to retire from Service, Gwinnett County Police K9 Egan. It is being requested that K9 Egan be removed from the Fixed Asset Registry and permanently retired to his first handler, Cpl. William B. Webb, for the remainder of his life.

Attachments	Justification Letter, Memo from Gwinnett Animal Clinic
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Authorization: Chairwoman's Signature?	No
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Staff Recommendation	
BAC Action:	
Department Head	jdmclure (6/5/2025)
Attorney	mcintron (6/25/2025)

Agenda Purpose Only

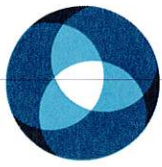
Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
	N/A	*	N/A	brainey (6/25/2025)

Finance Comments	*No budget impact.	FinDir's Initials
		raroyal (6/24/2025)

Budget Adjust Grand Jury

County Clerk Use Only		PH was Held? <input type="checkbox"/>
Working Session	<input type="text"/>	<div style="border: 1px solid black; padding: 5px; min-height: 100px;">No Action Taken</div>
Action	New Item	
Tabled	<input type="text"/>	
Motion	<input type="text"/>	
2nd by	<input type="text"/>	



MEMORANDUM

TO: Chairwoman
District Commissioners

THROUGH: C.C. Long *cc*
Acting Chief of Police

FROM: Felicia Kemp *fk*
Financial Supervisor

SUBJECT: Retirement of Police K9 Egan, Fixed Asset No. 306859

DATE: May 29, 2025

ITEM OF BUSINESS

Approval to retire from Service, Gwinnett County Police K9 Egan. It is being requested that K9 Egan be removed from the Fixed Asset Registry and permanently retired to his first handler, Cpl. William B. Webb, for the remainder of his life.

BACKGROUND AND DISCUSSION

K9 Egan, a five-year-old Belgium Malinois, has served the Gwinnett County Police Department remarkably during his career since March of 2022. Serving as a single-purpose dog for the SWAT team, he has been deployed on 132 calls, contributing to 30 physical arrests and 7 apprehensions. His dedication is reflected in the 1,540 hours of training he has completed throughout his career.

On April 4, 2025, Dr. Taryn Cook, DVM, advised that K9 Egan be retired from service due to his increasing heat intolerance, diminished vision acuity, and declining mobility in his hind legs. These health challenges heighten his risk of injury, limiting his effectiveness and posing a risk to citizens' or officers' safety.



GWINNETT ANIMAL CLINIC

190 Buford Drive, Lawrenceville, GA 30046

Ph: 770-963-6903 www.gwinnettanimalclinic.net

April 4th, 2025

To Whom It May Concern,

I recently examined Egan, a 7-year-old intact male Belgian Malinois owned by the Gwinnett County Police Department. Egan is having increased heat intolerance, decreased visual acuity, and decreased mobility with his hind legs. I recommend Egan be retired from his duties with the police department as his declining health increases his risk of injury. Please feel free to contact me at 770-963-6903 with any questions.

Sincerely,

A handwritten signature in blue ink that reads "Taryn Cook, DVM". The signature is written in a cursive, flowing style.

Taryn Cook, DVM

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20250682			
Department:	Sheriff	Date Submitted:	06/25/2025
Working Session:	07/15/2025	Business Session:	07/15/2025
Submitted By:	Purchasing – Katie Maldonado – JS	Public Hearing:	
Agenda Type	Award	Multiple Depts?	No
Item of Business:	Locked by Purchasing <input type="checkbox"/> No		
BL063-25, Gwinnett County Sheriff's Office tower roof replacement project, to Colony Roofers, LLC, amount not to exceed \$708,187.00. Contract to follow award.			
Attachments	Summary Sheet, Justification Letter, Tabulation		
Authorization: Chairwoman's Signature?	<input type="checkbox"/> Yes		
Staff Recommendation	Award		
BAC Action:			
Department Head	catwater (6/30/2025)		
Attorney	mcintron (7/8/2025)		
Agenda Purpose Only			

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	Capital Project	*	\$708,187	brainey (7/7/2025)
Finance Comments	*Amount available in Wimberly Tower New Roof project.			FinDir's Initials
				raroyal (7/7/2025)

Budget Adjust Grand Jury

County Clerk Use Only			PH was Held? <input type="checkbox"/>
Working Session	<input type="text"/>	Vote	No Action Taken
Action	<input type="text" value="New Item"/>		
Tabled	<input type="text"/>		
Motion	<input type="text"/>		
2nd by	<input type="text"/>		

SUMMARY – BL063-25
Gwinnett County Sheriff's Office Tower Roof Replacement Project

PURPOSE:	This contract is for the removal and disposal of the existing Wimberly Tower roof, installation of a new roof system (including underlayment, flashing, insulation, and drainage elements), the provision of all labor, materials, and equipment required to complete the project. The scope also includes the replacement of metal roof panels on two (2) existing pre-engineered metal buildings.
LOCATION:	Gwinnett County Detention Center
AMOUNT TO BE SPENT:	\$708,187.00
PREVIOUS CONTRACT AWARD AMOUNT:	N/A
AMOUNT SPENT PREVIOUS CONTRACT:	N/A
UNIT PRICE INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):	N/A
NUMBER OF BIDS/PROPOSALS DISTRIBUTED:	1,365 29 plan holders 63 website viewings
NUMBER OF RESPONSES:	6
PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) IF YES, NUMBER OF FIRMS REPRESENTED:	Yes 16
REASONS FOR LIMITED RESPONSE (IF RELEVANT):	N/A
RENEWAL OPTION NUMBER:	N/A
MARKET PRICES COMPARISON (FOR RENEWALS):	N/A
CONTRACT TERM:	60 consecutive calendar days from the issuance of Notice to Proceed

COMMENTS:



Gwinnett County Sheriff's Office

2900 University Parkway • Lawrenceville, GA 30043 • 770.619.6500
GwinnettCountySheriff.com | Twitter & Facebook @GwinnettSheriff

Sheriff Keybo Taylor

Chief Cleophas Atwater

MEMORANDUM

TO: Jake Scarpone
Purchasing Associate II

THROUGH: Cleophas Atwater
Chief

FROM: Alicia Carmon
Business Manager

SUBJECT: Recommendation to Award BL063-25 to Colony Roofers for the Gwinnett County Sheriff's Office Tower New Roof Replacement Project

DATE: June 23, 2025

REQUESTED ACTION

The Sheriff's Office recommends award of the contract referenced above to Colony Roofers in the amount of \$708,187.00.

DESCRIPTION

This contract is for the removal and disposal of the existing Wimberly Tower Roof, installation of a new roof system (including underlayment, flashing, insulation, and drainage elements), and the provision of all labor, materials, and equipment required to complete the project. The scope also includes the replacement of metal roof panels on (2) existing pre-engineered metal buildings.

References checked? Yes No

FINANCIAL

- Estimated amount to be spent: \$708,187.00
- Amount spent previous contract period: N/A
- Do total obligations agree with "Action Requested"? Yes No
- Budgeted: Yes No
- Contact name: Glen Fountain Contact phone: 770-619-6406

6. Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Commitment Item	WBS Element	Amount	% of Award Amount
2025	401	219000	50807000	M-1337-01-3-03	\$708,187.00	100%
TOTAL					\$708,187.00	100%

Page 2
Recommendation Letter
BL063-25

7. Transfer Required: Yes _____ No X

If Yes, transfer from:						
Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:
20250717	

Grants Public Hearing

Department:	Sheriff	Date Submitted:	07/03/2025
Working Session:	07/15/2025	Business Session:	07/15/2025
Submitted By:	CATwater	Public Hearing:	
Agenda Type	Approval	Multiple Depts?	No
Item of Business:	Locked by Purchasing		No

for the Sheriff, or designee, to execute a Memorandum of Understanding with United Way of Greater Atlanta to provide homeless individuals released from Gwinnett County Jail with shelter, substance abuse treatment, job skills, training, crime prevention education, and case management assistance as an overall collaborative effort to reduce recidivism. Funding provided to the United Way of Greater Atlanta in the amount of \$250,000.00 for FY 2025. Subject to approval as to form by the Law Department.

Attachments	Memorandum of Understanding, Justification Letter
Authorization: Chairwoman's Signature?	Yes
Staff Recommendation	Approval
BAC Action:	
Department Head	catwater (7/3/2025)
Attorney	mcintron (7/8/2025)
Agenda Purpose Only	

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	Sheriff Inmate	*	\$250,000	brainey (7/8/2025)
Finance Comments	*The current balance in Professional Services is checked as services are provided. For FY2025, \$250,000 is allocated.			FinDir's Initials raroyal (7/8/2025)

Budget Adjust Grand Jury

County Clerk Use Only		PH was Held? <input type="checkbox"/>
Working Session	<input type="text"/>	<div style="border: 1px solid black; min-height: 100px; padding: 5px;">No Action Taken</div>
Action	<input type="text" value="New Item"/>	
Tabled	<input type="text"/>	
Motion	<input type="text"/>	
2nd by	<input type="text"/>	

Gwinnett County Sheriff's Office

Sheriff Keybo Taylor



Chief
Cleophas Atwater

Administrative Bureau
Deputy Chief
Melanie Jones

Operations Bureau
Deputy Chief
Antonio Webster

Administrative Services
Division Commander
Jermaine Jackson

Support Operations
Division Commander
Jeremy Brown

Jail Operations
Division Commander
Evette McKenzie

Field Operations
Division Commander
Austin Godfrey

Court Operations
Division Commander
James Casey

To: Chairwoman Nicole Love Hendrickson and Gwinnett County Board of Commissioners

From: Chief Cleo Atwater *CA*

Subject: United Way of Greater Atlanta Memorandum of Understanding (GRIP)

Date: June 30, 2025

In response to the problem of recidivism in the Gwinnett County Jail, the Sheriff's Office entered into an agreement with the United Way of Greater Atlanta (UWGA) to initiate a program to combat this issue. This partnership resulted in the creation of the Gwinnett Re-entry Intervention Program (GRIP). To continue this partnership with United Way, it is Sheriff Taylor's desire to renew the MOU and provide funding in the amount of \$250,000 for FY2025. The Sheriff's Office funding will come from the Inmate Fund, as these programs are established and operated to provide a direct benefit to inmates.

Since inception, over 6,000 residents who may have or were at immediate risk for incarceration have been referred for services through GRIP. The Sheriff's Office has been able to develop an effective network of resources in and around Gwinnett County which includes transitional housing, community services, medical services, job training, transportation, substance abuse counseling, and other life skills.

The GRIP Program now encompasses the inmate work detail units. Inmates in our work detail programs receive training and certificates of completion in Commercial Kitchen Experience & Safe Food Handling, Grounds Maintenance, Environmental Services, Commercial Laundry Services, Gardening and Basic Pet Training. The participants who complete the training will have certificates placed in an interactive case management software platform for them to access upon release for presentation to potential employers. GRIP continues to partner with community businesses such as Russell Landscape Company, Prime Pest Control and Gwinnett County Animal Control as employment referral resources and to seek partnerships with other community organizations and businesses for employment referrals, sober living, and housing partners.



Memorandum of Understanding between Gwinnett County Sheriff's Office and United Way of Greater Atlanta

This Memorandum of Understanding (MOU) develops an agreement between United Way of Greater Atlanta (UWGA) and the Gwinnett County Sheriff's Office (GCSO), to support homeless individuals released from the Gwinnett County Jail, who are in need of pre and post release counseling, drug treatment, job skills training, and a stable housing environment as they transition back into the community.

A collaborative effort in aiding this high-risk population is an important factor in an overall crime prevention strategy. The GCSO agrees to provide funding to the UWGA to support this program. The GCSO and the UWGA enter into this MOU in good faith and agree to abide by the terms and conditions herein.

General Provisions

UWGA will:

- Administer and oversee the terms and conditions in this MOU, and will ensure that the monies provided are utilized pursuant to the provisions of this agreement.
- Select and partner with community agencies to make referrals for housing for released homeless individuals who have substance abuse issues.
- Make and distribute a new community Resource Guide to inmates and clients that provides information for alternate services and counseling.
- Evaluate and track program progress.
- Submit a report on program results on a quarterly basis from the initiation of this MOU to the GCSO.
- Subgrant to organizations to provide services to GRIP participants as agreed and approved by GCSO.
- Assist to coordinate housing, services, case management and project management in coordination with GCSO.

GCSO will:

- Provide funding for this program in the amount of **\$250,000.00** for UWGA FY 2025-2026 subject to budget approval. UWGA is entitled to retain up to 15% of the sum as an administrative fee.
- Provide referrals from the Gwinnett County Jail to enter GRIP.
- Ensure that all clients receive pre-release services in the form of counseling, case management and referrals to services.
- Provide either written or verbal information to inmates prior to their release for community referrals.
- Ensure that all clients receive housing, counseling, job skills, substance abuse treatment, crime prevention, and intensive case management assistance upon release.

Financial Management System

UWGA shall maintain a financial management system that provides for:

- a) Maintenance of true and accurate records.
- b) Records and cash receipts and disbursements that provide a clearly defined audit trail.





All parties agree that:

1. This MOU shall commence on the latter of **July 1, 2025** or date of the last signature and terminate **June 30th, 2026**, unless terminated earlier by either party. Either party, upon written notice to the other party, may terminate the MOU at any time. A termination notice shall be provided in writing and shall take effect immediately upon receipt of such notice.
2. The UWGA will maintain records related to all work under this MOU and shall make such records available to review upon request by the GCSO or any auditors acting on behalf of Gwinnett County.
3. This MOU incorporates all prior negotiations, interpretations, and understanding between the parties and is the full and complete expression of their agreement. Any change, alteration, deletion or addition to the terms set forth in this MOU must be by written amendment executed by all parties.
4. This MOU is subordinate to the terms outlined in the UWGA grant agreement (for United Way grantees) with regards to terms for termination of grant funding.
5. Any party may request modification to this MOU. If all parties agree to the proposed modifications, the UWGA shall prepare a document setting forth the changes. Upon execution of such document, the changes shall be in full force and effect.
6. This MOU does not, is not intended to, shall not be construed to, and may not be relied upon to create any rights, substantive or procedural, enforceable at law by any person in any matter, civil or criminal.

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

Signature: 
Cleo Atwater (Jun 30, 2025 12:18 EDT)

30/06/2025

Email: cleo.atwater@gwinnettcounty.com

Date

Cleo Atwater, Chief
Gwinnett County Sheriff's Office

Signature: 
Protip Biswas (Jun 26, 2025 09:44 EDT)

26/06/2025

Email: pbiswas@unitedwayatlanta.org

Date

Protip Biswas
VP Homelessness, UWGA

Signature: 
Alvin Glymph (Jun 30, 2025 09:14 EDT)

30/06/2025

Email: aglymph@unitedwayatlanta.org

Date

Alvin Glymph
Interim Chief Impact Officer, UWGA

Signature: 
Claire Burke (Jun 30, 2025 11:33 EDT)

30/06/2025

Email: cburke@unitedwayatlanta.org

Date

Claire Burke
Controller, Finance Representative, United Way














2025 - 2026 GCSO-United Way MOU


Final Audit Report

2025-06-30


Created:	2025-06-26
By:	Dan Mayfield (dan.mayfield@gwinnettcountry.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAIj5htiSKbhEufFU3m5NwWP1xSOqDPcwh

"2025 - 2026 GCSO-United Way MOU" History

-  Document created by Dan Mayfield (dan.mayfield@gwinnettcountry.com)
2025-06-26 - 1:00:51 PM GMT
-  Document emailed to Cleo Atwater (cleo.atwater@gwinnettcountry.com) for signature
2025-06-26 - 1:00:58 PM GMT
-  Document emailed to Protip Biswas (pbiswas@unitedwayatlanta.org) for signature
2025-06-26 - 1:00:59 PM GMT
-  Document emailed to Claire Burke (cburke@unitedwayatlanta.org) for signature
2025-06-26 - 1:00:59 PM GMT
-  Document emailed to Alvin Glymph (aglymph@unitedwayatlanta.org) for signature
2025-06-26 - 1:00:59 PM GMT
-  Email viewed by Cleo Atwater (cleo.atwater@gwinnettcountry.com)
2025-06-26 - 1:01:14 PM GMT
-  Email viewed by Alvin Glymph (aglymph@unitedwayatlanta.org)
2025-06-26 - 1:04:08 PM GMT
-  Email viewed by Protip Biswas (pbiswas@unitedwayatlanta.org)
2025-06-26 - 1:43:47 PM GMT
-  Document e-signed by Protip Biswas (pbiswas@unitedwayatlanta.org)
Signature Date: 2025-06-26 - 1:44:19 PM GMT - Time Source: server
-  Email viewed by Cleo Atwater (cleo.atwater@gwinnettcountry.com)
2025-06-28 - 11:07:01 PM GMT
-  Email viewed by Cleo Atwater (cleo.atwater@gwinnettcountry.com)
2025-06-30 - 1:06:56 PM GMT

 Email viewed by Alvin Glymph (aglymph@unitedwayatlanta.org)

2025-06-30 - 1:07:53 PM GMT

 Document e-signed by Alvin Glymph (aglymph@unitedwayatlanta.org)

Signature Date: 2025-06-30 - 1:16:48 PM GMT - Time Source: server

 Email viewed by Claire Burke (cburke@unitedwayatlanta.org)

2025-06-30 - 3:32:47 PM GMT

 Document e-signed by Claire Burke (cburke@unitedwayatlanta.org)

Signature Date: 2025-06-30 - 3:33:52 PM GMT - Time Source: server

 Document e-signed by Cleo Atwater (cleo.atwater@gwinnettcountry.com)

Signature Date: 2025-06-30 - 4:18:39 PM GMT - Time Source: server

 Agreement completed.

2025-06-30 - 4:18:39 PM GMT

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:
20250544	20240506

Grants Public Hearing

Department:	Support Services	Date Submitted:	05/22/2025
Working Session:	07/15/2025	Business Session:	07/15/2025
Submitted By:	Purchasing - Brandi Cantie - AM	Public Hearing:	
Agenda Type	Approval	Multiple Depts?	No
Item of Business:	Locked by Purchasing		No

to renew BL051-23, purchase of gasoline and diesel fuel on an annual contract (September 1, 2025 through August 31, 2026), with James River Solutions, LLC, as the primary supplier; Sunoco, L.P., as the secondary supplier; and Boswell Oil Company, as the tertiary supplier, base bid \$20,184,596.00.

Attachments	Summary Sheet, Justification Letter
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Authorization:	Chairwoman's Signature?	No
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Staff Recommendation	Approval
BAC Action:	
Department Head	rgadderley (5/29/2025)
Attorney	nlwood (6/5/2025)

Agenda Purpose Only

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	Various Operating	*	\$8,073,838	brainey (7/8/2025)
Yes	Inventory Clearing	**	\$12,110,758	

Finance Comments	*The current balance in Fuel is checked as supplies are purchased. For FY2025, \$2,825,843 is allocated. For FY2026, \$5,247,995 is subject to budget approval. **The remaining \$12,110,758 is passed through to other municipalities and agencies that use County fuel sites with no net cost to the county.	FinDir's Initials
		raroyal (6/3/2025)

Budget Adjust Grand Jury

County Clerk Use Only		PH was Held? <input type="checkbox"/>
Working Session	<input type="text"/>	No Action Taken Vote
Action	<input type="text" value="New Item"/>	
Tabled	<input type="text"/>	
Motion	<input type="text"/>	
2nd by	<input type="text"/>	

SUMMARY –BL051-23
Purchase of Gasoline and Diesel Fuel on an Annual Contract

PURPOSE:	Provide gasoline and diesel fuel for the Gwinnett County Board of Commissioners, other cities, municipalities, and agencies who utilize Gwinnett County fuel sites and members of the North Georgia Fuel Cooperative.
LOCATION:	Various locations throughout Gwinnett County
AMOUNT TO BE SPENT:	\$20,184,596.00*
PREVIOUS CONTRACT AWARD AMOUNT:	\$25,000,000.00
AMOUNT SPENT PREVIOUS CONTRACT:	\$22,000,000.00
UNIT PRICE INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):	<1% increase
NUMBER OF BIDS/PROPOSALS DISTRIBUTED:	N/A
NUMBER OF RESPONSES:	N/A
PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) IF YES, NUMBER OF FIRMS REPRESENTED:	N/A
REASONS FOR LIMITED RESPONSE (IF RELEVANT):	N/A
RENEWAL OPTION NUMBER:	This is renewal option two (2) of four (4).
MARKET PRICES COMPARISON (FOR RENEWALS):	An analysis reveals that pricing is comparable to current market conditions.
CONTRACT TERM:	September 1, 2025 through August 31, 2026

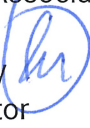
COMMENTS: This contract is a cooperative effort between neighboring government agencies with Gwinnett County being the Principal Procurement Agency.

*Amount to be spent is reflective of the total dollar amount utilized under this contract for participating inter-county municipalities/organizations/agencies. The County's portion of this contract is estimated at \$8,073,838.00 and the remainder is utilized by other inter-county municipalities and agencies that use the County's fuel sites.



MEMORANDUM

TO: Alexis Mckennery
Purchasing Associate II

FROM: Ron Adderley 
Acting Director

SUBJECT: Recommendation to Renew BL051-23—Purchase of Gasoline and Diesel Fuel on an Annual Contract

DATE: June 20, 2025

REQUESTED ACTION

The Department of Support Services recommends renewal of the above referenced contract with James River Solutions, LLC., as the primary supplier; Sunoco, LP, as the secondary supplier; and Boswell Oil Company as the tertiary supplier. The base amount is \$20,184,596.00.

DESCRIPTION

As a part of the North Georgia Fuel Cooperative, Gwinnett County Government purchases gasoline and diesel fuel in accordance with competitively procured bids. This is the second of four renewal options. The total contract amount is \$20,184,596.00, and the County's portion is estimated at \$8,073,838.00. The remainder will be utilized by other agencies using the County's fuel sites.

FINANCIAL

1. Estimated amount to be spent: \$20,184,596.00
2. Projected amount to be spent previous contract period: \$22,000,000.00 (09/01/2024-08/31/2025)
3. Do total obligations agree with "Action Requested"? Yes X No ___
4. Budgeted: Yes X No ___
5. Contact Name: Brinston Williams Contact Phone: 678.442.3303

6. Proposed Funding:

Fiscal Year	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount	% of Award Amount
2025	Inventory Clearing	Various		12500010		\$4,036,919.00	20%
2025	Various	Various		50701201		\$2,825,843.00	14%
2026	Inventory Clearing	Various		12500010		\$8,073,839.00	40%
2026	Various	Various		50701201		\$5,247,995.00	26%
					Total	\$20,184,596.00	100%

Transfer Required: Yes ___ No X

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20250656			
Department:	Transportation	Date Submitted:	06/16/2025
Working Session:	07/15/2025	Business Session:	07/15/2025
Submitted By:	Purchasing - Brandi Cantie - AM	Public Hearing:	
Agenda Type	Award	Multiple Depts?	No
Item of Business:	Locked by Purchasing		No
OS008-25, purchase of three (3) compact track loaders, to Yancey Bros. Co., using a competitively procured State of Georgia contract, in the amount of \$618,421.00.			
Attachments	Summary Sheet, Justification Letter, Justification Support		
Authorization: Chairwoman's Signature?	No		
Staff Recommendation	Award		
BAC Action:			
Department Head	eeaponte (6/27/2025)		
Attorney	tllettsome (7/8/2025)		
Agenda Purpose Only			

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	Capital Vehicle	*	\$618,421	brainey (7/7/2025)
Finance Comments	*Amount available in Fleet Equipment - Transportation project.			FinDir's Initials
				raroyal (7/7/2025)

Budget Adjust Grand Jury

County Clerk Use Only			PH was Held? <input type="checkbox"/>
Working Session	<input type="text"/>	Vote	No Action Taken
Action	<input type="text" value="New Item"/>		
Tabled	<input type="text"/>		
Motion	<input type="text"/>		
2nd by	<input type="text"/>		


SUMMARY – OS008-25
Purchase of Three Compact Track Loaders

PURPOSE:	Purchase of three compact track loaders for the Department of Transportation.
LOCATION:	Department of Transportation
AMOUNT TO BE SPENT:	\$618,421.00
PREVIOUS CONTRACT AWARD AMOUNT:	N/A
AMOUNT SPENT PREVIOUS CONTRACT:	N/A
UNIT PRICE INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):	N/A
NUMBER OF BIDS/PROPOSALS DISTRIBUTED:	N/A
NUMBER OF RESPONSES:	N/A
PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) IF YES, NUMBER OF FIRMS REPRESENTED:	N/A
REASONS FOR LIMITED RESPONSE (IF RELEVANT):	N/A
RENEWAL OPTION NUMBER:	N/A
MARKET PRICES COMPARISON (FOR RENEWALS):	N/A
CONTRACT TERM:	N/A

COMMENTS:

MEMORANDUM

TO: Alexis McKennery, Purchasing Associate II
Purchasing Division, DOFS

FROM: Lewis Cooksey, P.E., Director 
Department of Transportation

SUBJECT: Recommendation to Award OS008-25 - Purchase of Three Compact Track Loaders

DATE: June 5, 2025

REQUESTED ACTION

The Department of Transportation recommends award of the above referenced contract to Yancey Bros. Co. using the State of Georgia competitively procured contract in the amount of \$618,421.00.

DESCRIPTION

The State of Georgia contract was competitively procured and it allows the County to purchase previously approved equipment from our Vehicle and Equipment Replacement Plan. These three pieces of equipment will be used in the maintenance of our roadways.

- Two Caterpillar 265 HF Compact Track Loaders at a cost of \$195,733.00 each
- One Caterpillar 275 XE Compact Track Loader at a cost of \$226,955.00

FINANCIAL

1. Estimated amount to be spent: \$618,421.00
2. Do total obligations agree with "Action Requested"? Yes X No
3. Budgeted: Yes X No
4. Contact Name: Srividhya Rajeev Contact Phone: 770.822.7448

5. Proposed Funding:

Fiscal Year	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount	% of Award Amount
2025	305	209000		50805000	E-0133-01-4-04	\$618,421.00	100%
Total						\$618,421.00	100%

Transfer Required: Yes No X



June 18, 2025

Gwinnett County BOC – Dept Fin Svs.

GEORGIA STATE CONTRACT – 9999-001-SPD0000177-0024

Treas.Div.-Fleet Management
 75 Langley Dr.
 Lawrenceville. Georgia 30045-6900

RE: Quote 278041-04

Yancey Bros. is happy to provide the attached quotation for equipment based on our discussion and your requirements. Please review this carefully to ensure that all necessary items are accounted for. I am available should any questions arise.

Caterpillar, Inc. Model: 265 HF Compact Track Loader

Components	Ref No.	Wgt	Qty	List
Consist as per DBS (Includes Attached Attachment)				
265 05A COMPACT TRACK LOADER	586-0268		1	103,670
HYDRAULICS, PERFORMANCE, (HP3)	586-0014		1	0
IDLER WHEELS, TRIPLE FLANGE	642-3007		1	0
WORKLIGHTS,LED,FRONT/REAR/SIDE	579-2311		1	0
COMFORT PKG, ENCLOSED CAB,HVAC	585-9837		1	0
SEAT,AIR SUSPENSION,HEAT/VENT	585-9588		1	0
PACKAGE, TECHNOLOGY (T5)	607-8408		1	0
FAN, COOLING, DEMAND	586-0167		1	0
COUPLER, HYDRAULIC, SELF LEVEL	586-0041		1	0
HOSE GUIDE, ATTACHMENT	640-5405		1	0
LANE 2 ORDER	0P-9002		1	0
CAB PACKAGE, ULTRA	651-8314		1	18,150
GUARDING / SEALING PKG, (HD1)	586-0093		1	675
TRACK,RUBBER,450MM(17.7 IN)BAR	596-4438		1	955
RIDE CONTROL, NONE	592-6357		1	0
FUEL, ELECTRIC PRIMING	606-6585		1	630
REAR LIGHTS	579-2312		1	0
DOOR, CAB, POLYCARBONATE	593-7244		1	284
INTEGRATED RADIO	651-8586		1	680
SEAT BELT, 2"	613-1924		1	0
PRODUCT LINK, CELLULAR PL243	579-2323		1	0
CERTIFICATION ARR, P65	643-7208		1	0
INSTRUCTIONS, ANSI, USA	585-9582		1	0
SERIALIZED TECHNICAL MEDIA KIT	421-8926		1	0

COUNTERWEIGHT,MACHINE,EXTERNAL	585-9676	1	1,365
MOUNTING, FIRE EXTINGUISHER	594-1961	1	126
SHIPPING/STORAGE PROTECTION	643-1300	1	274
PACK, DOMESTIC TRUCK	0P-0210	1	0
STARTING PACKAGE, STANDARD	652-2073	1	0
Removed - SHIPPING/STORAGE PROTECTION	643-1300	1	(274)

Total (incl.Attachments) per DBS: 126,809

Total Modifications: (274)

Modified Consist Total: 126,535

CAT Components (Attachments)

BROOM, PICKUP, BP118C	448-5690	1258	1	11,278
BUCKET-IND, 80", BOT	643-5217	780	1	3,208
BUCKET-IND, 80", BOCE	643-5220	829	1	3,160
COLD PLANER, PC306, 42GAL TANK	529-5791	2680	1	28,236
CARRIAGE, PAL C2, 46", SSL	351-9371	207	1	701
FORK, PAL C2, 48" X 4" X 1.6"	195-8545	114	2	512
BUCKET-IND. GR, 80", BOCE	217-6230	1135	1	7,583
MULCHER, HM316, HF XPS, BL	551-4680	3020	1	42,667
KIT, TURBO DEBRIS GUARD	607-7351	0	1	250
BROOM, BA121, HYD.ANGLE, P/W	565-4842	919	1	12,361
KIT, GUTTER BRUSH, BP-C	452-4150	90	1	2,583
BRUSHCUTTER, BR320, HF XPS	610-2720	1175	1	10,319
AUGER, A68, SSL HF	424-0440	391	1	6,035
BIT, AUGER 12"	153-4085	100	1	692
BIT, AUGER 18"	153-4086	144	1	1,090
Total CAT List/Net:				257,210

TOTAL CAT LIST PRICE	\$257,210
Georgia State Contract Discount for CTL's 25%	-\$64,303
Total after State Contract Discount	\$192,907
Additional Freight and Mandatory Service	\$1,496
Installation of all Components & Testing	\$3,814
Standard Warranty	Included
Total Price after add-ons	\$198,217
Additional Yancey Bros. Disc. For Gwinnett County	-\$2,484
Total Quoted Price	\$195,733

Accepted by _____ on _____



June 18, 2025

Gwinnett County BOC – Dept Fin Svs.

GEORGIA STATE CONTRACT – 9999-001-SPD0000177-0024

Treas.Div.-Fleet Management
 75 Langley Dr.
 Lawrenceville. Georgia 30045-6900

RE: Quote 285697-04

Yancey Bros. is happy to provide the attached quotation for equipment based on our discussion and your requirements. Please review this carefully to ensure that all necessary items are accounted for. I am available should any questions arise.

Caterpillar, Inc. Model: 265 HF Compact Track Loader

Components	Ref No.	Wgt	Qty	List
Consist as per DBS (Includes Attached Attachment)				
265 05A COMPACT TRACK LOADER	586-0268		1	103,670
HYDRAULICS, PERFORMANCE, (HP3)	586-0014		1	0
IDLER WHEELS, TRIPLE FLANGE	642-3007		1	0
WORKLIGHTS,LED,FRONT/REAR/SIDE	579-2311		1	0
COMFORT PKG, ENCLOSED CAB,HVAC	585-9837		1	0
SEAT,AIR SUSPENSION,HEAT/VENT	585-9588		1	0
PACKAGE, TECHNOLOGY (T5)	607-8408		1	0
FAN, COOLING, DEMAND	586-0167		1	0
COUPLER, HYDRAULIC, SELF LEVEL	586-0041		1	0
HOSE GUIDE, ATTACHMENT	640-5405		1	0
LANE 2 ORDER	0P-9002		1	0
CAB PACKAGE, ULTRA	651-8314		1	18,150
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PRODUCT LINK, CELLULAR PL243	579-2323		1	0
CERTIFICATION ARR, P65	643-7208		1	0
INSTRUCTIONS, ANSI, USA	585-9582		1	0
SERIALIZED TECHNICAL MEDIA KIT	421-8926		1	0

COUNTERWEIGHT,MACHINE,EXTERNAL	585-9676	1	1,365
MOUNTING, FIRE EXTINGUISHER	594-1961	1	126
SHIPPING/STORAGE PROTECTION	643-1300	1	274
PACK, DOMESTIC TRUCK	0P-0210	1	0
STARTING PACKAGE, STANDARD	652-2073	1	0
Removed - SHIPPING/STORAGE PROTECTION	643-1300	1	(274)

Total (incl.Attachments) per DBS: 126,809

Total Modifications: (274)

Modified Consist Total: 126,535

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BROOM, BA121, HYD.ANGLE, P/W	565-4842	919	1	12,361
KIT, GUTTER BRUSH, BP-C	452-4150	90	1	2,583
BRUSHCUTTER, BR320, HF XPS	610-2720	1175	1	10,319
AUGER, A68, SSL HF	424-0440	391	1	6,035
BIT, AUGER 12"	153-4085	100	1	692
BIT, AUGER 18"	153-4086	144	1	1,090
Total CAT List/Net:				257,210

TOTAL CAT LIST PRICE	\$257,210
Georgia State Contract Discount for CTL's 25%	-\$64,303
Total after State Contract Discount	\$192,907
Additional Freight and Mandatory Service	\$1,496
Installation of all Components & Testing	\$3,814
Standard Warranty	Included
Total Price after add-ons	\$198,217
Additional Yancey Bros. Disc. For Gwinnett County	-\$2,484
Total Quoted Price	\$195,733

Accepted by _____ on _____



June 18, 2025

Gwinnett County BOC – Dept Fin Svs.

GEORGIA STATE CONTRACT – 9999-001-SPD0000177-0024

Treas.Div.-Fleet Management
 75 Langley Dr.
 Lawrenceville. Georgia 30045-6900

RE: Quote 278080-03

Yancey Bros. is happy to provide the attached quotation for equipment based on our discussion and your requirements. Please review this carefully to ensure that all necessary items are accounted for. I am available should any questions arise.

Caterpillar, Inc. Model: 275 XE Compact Track Loader

CONFIGURATION DETAILS				
Components	Ref No.	Wgt	Qty	List
Consist as per DBS (Includes Attached Attachment)				
275 XE COMPACT TRACK LOADER	586-0284		1	146,320
LANE 3 ORDER	0P-9003		1	0
CAB PACKAGE, ULTRA	654-2022		1	5,690
LAND MANAGEMENT PKG, (LM1)	586-0242		1	9,597
TRACK,RUBBER,400MM(15.7IN)BLCK	594-6231		1	0
COOLER, STANDARD	637-6639		1	0
STARTING PACKAGE, STANDARD	651-5071		1	0
REAR LIGHTS	579-2312		1	0
DOOR, CAB, POLYCARBONATE	593-7244		1	284
INTEGRATED RADIO	651-8586		1	680
SEAT BELT, 2"	613-1924		1	0
PACKAGE, TECHNOLOGY (T5)	607-5802		1	1,605
PRODUCT LINK, CELLULAR PLE643	579-2324		1	0
COUPLER, HYD, SELF LVL,RTD,WTP	585-9939		1	2,025
CERTIFICATION ARR, P65	650-7134		1	0
INSTRUCTIONS, ANSI, USA	586-0247		1	0
SERIALIZED TECHNICAL MEDIA KIT	421-8926		1	0
MOUNTING, FIRE EXTINGUISHER	594-1961		1	126
PROTECTION, HYD. COUPLER LINES	652-1969		1	100
COUNTERWEIGHT,MACHINE,EXTERNAL	616-1322		1	2,120
SHIPPING/STORAGE PROTECTION	643-1300		1	274
PACK, DOMESTIC TRUCK	0P-0210		1	0
Removed - SHIPPING/STORAGE PROTECTION	643-1300		1	(274)

Total (incl.Attachments) per DBS: 168,821

Total Modifications: (274)

Modified Consist Total: 168,547

CAT Components (Attachments)

BROOM, BA121, HYD.ANGLE, P/W	565-4842	919	1	12,361
BROOM, PICKUP, BP118C	448-5690	1258	1	11,278
BRUSHCUTTER, BR320, HF XPS	610-2720	1175	1	10,319
BUCKET-IND, 86", BOCE	642-4180	869	1	3,306
BUCKET-IND, 86", BOT	642-4190	813	1	3,340
VIBRATORY COMPACTOR, CV119	231-8601	2260	1	13,792
HAMMER, B8	532-9108	724	1	11,125
BRACKET, LINES, SSL, MD-LG	532-9240	324	1	1,597
KIT, GUTTER BRUSH, BP-C	452-4150	90	1	2,583
COLD PLANER, PC306, 42GAL TANK	529-5791	2680	1	28,236

Total CAT List/Net: 266,484

TOTAL CAT LIST PRICE \$266,484

Georgia State Contract Discount for CTL's 25% -\$66,621

Total after State Contract Discount \$199,863

Paladin 84" Padfoot Roller \$14,482

Paladin 82" Severe Duty Grapple Bucket \$8,185

Additional Freight and Mandatory Service \$1,496

Installation of all Components & Testing \$5,881

Standard Warranty Included

Total Price after add-ons \$229,907

Additional Yancey Bros. Disc. For Gwinnett County -\$2,952

Total Quoted Price \$226,955

Accepted by _____ on _____

Signature

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:
20250550	

Grants Public Hearing

Department:	Transportation	Date Submitted:	05/23/2025
Working Session:	07/15/2025	Business Session:	07/15/2025
Submitted By:	srajeev	Multiple Depts?	
Agenda Type	Approval		

Item of Business:	Locked by Purchasing	No
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of the incorporation of Carriage Way, Dover Drive, Haddington Trace, and Suwanee Mill Drive into the Gwinnett County Speed Hump Program. Subject to approval as to form by the Law Department.

Attachments	Justification Memo, Layout, Resolution
-------------	--

Authorization: Chairwoman's Signature?	Yes
--	-----

Staff Recommendation	Approval
BAC Action:	
Department Head	eeaponte (6/27/2025)
Attorney	tllettsome (7/9/2025)

Agenda Purpose Only

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	2023 SPLOST	*	\$83,349	brainey (7/9/2025)

Finance Comments	*Amount available in SPLOST Residential Speed Control - Continued M-0706 project.	FinDir's Initials
		raroyal (7/9/2025)


Budget Adjust Grand Jury

County Clerk Use Only		PH was Held? <input type="checkbox"/>
Working Session	<input type="text"/>	<div style="border: 1px solid black; padding: 5px; min-height: 100px;">No Action Taken</div>
Action	<input type="text" value="New Item"/>	
Tabled	<input type="text"/>	
Motion	<input type="text"/>	
2nd by	<input type="text"/>	



MEMORANDUM

TO: Chairwoman
Board of Commissioners

FROM: Edgardo E. Aponte, P.E., Director 
Department of Transportation

SUBJECT: **ADDITION OF SUWANEE MILL DRIVE, HADDINGTON TRACE, DOVER DRIVE, AND CARRIAGE WAY INTO THE SPEED HUMP PROGRAM**

DATE: June 26, 2025

ITEM OF BUSINESS

The Department of Transportation recommends approval of incorporation of Suwanee Mill Drive, Haddington Trace, Dover Drive, and Carriage Way into the Gwinnett County Speed Hump Program. Subject to approval as to form by the Law Department.

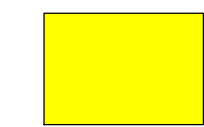
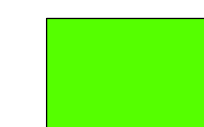


BACKGROUND AND DISCUSSION

Property owners submitted a request to the Department of Transportation for the incorporation of Suwanee Mill Drive, Haddington Trace, Dover Drive, and Carriage Way into the Gwinnett County Speed Hump Program. As provided in the Gwinnett County Code of Ordinances, Chapter 86-Special Assessment Districts, the requestor was provided with a petition package which included a map with a layout for the proposed speed humps. All completed petitions were returned to the Department of Transportation with a response that exceeded the required signatures from the property owners located within the proposed Special Assessment Districts. Therefore, the Department of Transportation recommends approval for the creation of Special Assessment Districts for Suwanee Mill Drive, Haddington Trace, Dover Drive, and Carriage Way and their incorporation into the Gwinnett County Speed Hump Program.

Thank you for your consideration in this matter. Should you have any questions, please feel free to contact me at 770.822.7428.

**Morningbrooke Subdivision
Suwanee Mill Drive
Speed Hump Proposal**

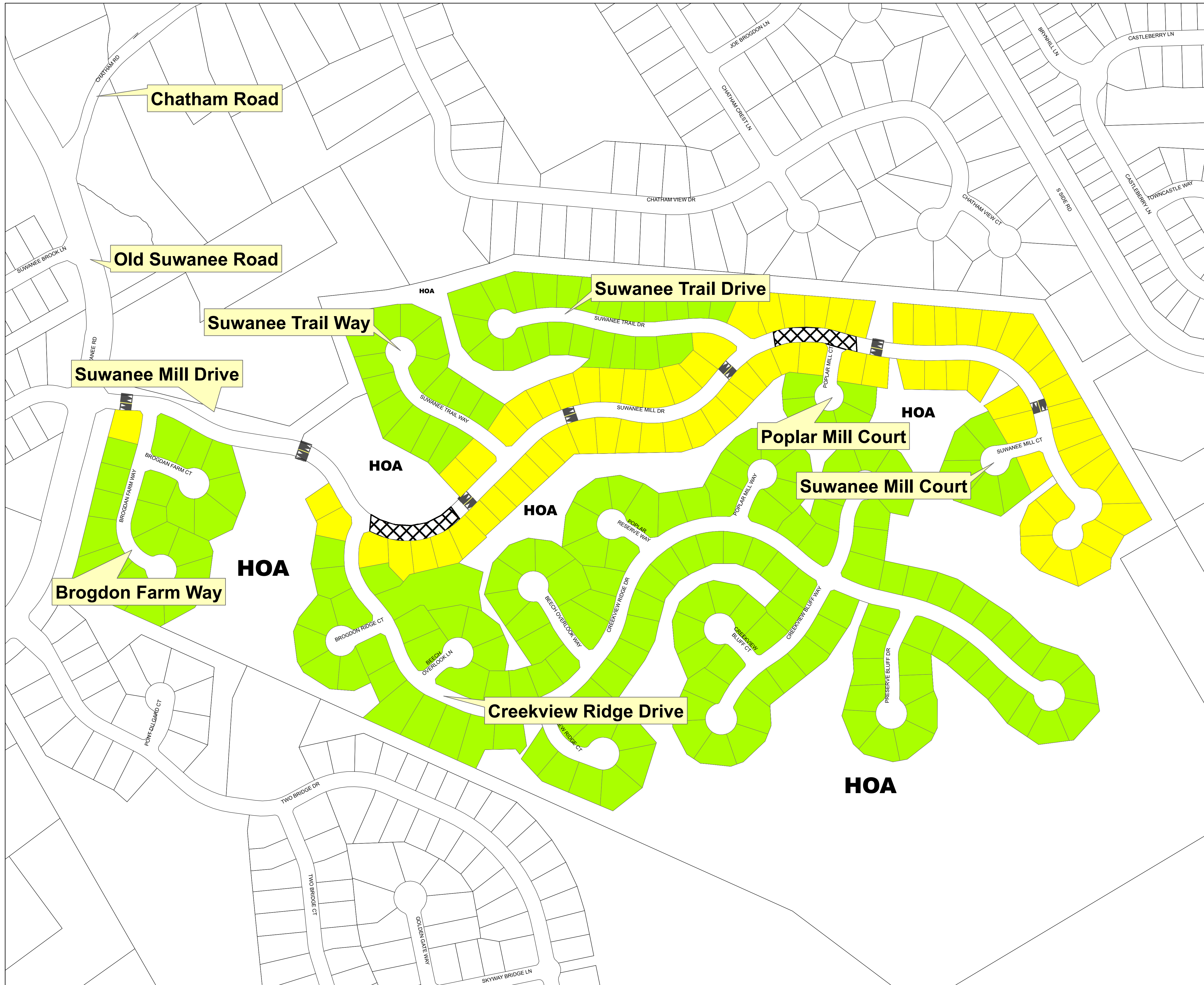
Legend

-  **Petition Area (74)**
-  **Non Voting Area (194)**
-  **Speed Hump (7)**
-  **Steep Slope**



Gwinnett
Transportation

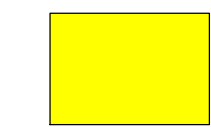
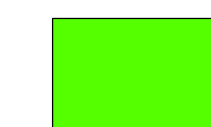


**Gwinnett County
Department of Transportation
Traffic Safety Division
May 2025**



**Berwick Glen Subdivision
Haddington Trace
Speed Hump Proposal**

Legend

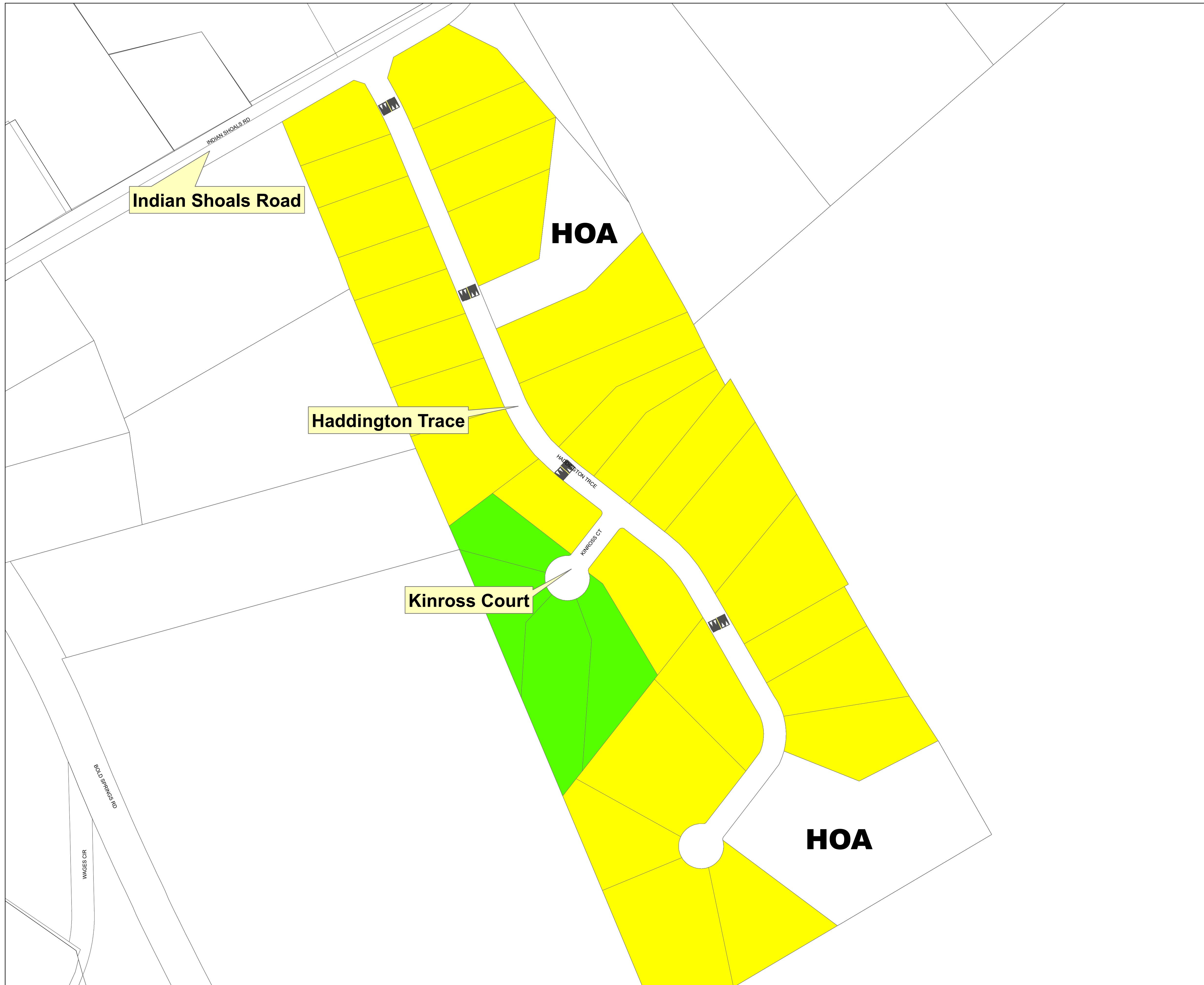
Not to scale

-  **Petition Area (29)**
-  **Non Voting Area (4)**
-  **Speed Hump (4)**
-  **Steep Slope**



Gwinnett
Transportation





**Gwinnett County
Department of Transportation
Traffic Safety Division
May 2025**



Forest Manor North Subdivision
 Dover Drive
 Speed Hump Proposal

NOT TO SCALE

Legend

-  Petition Area (46)
-  Notification Area (122)
-  Speed Humps (4)
-  Steep Slope



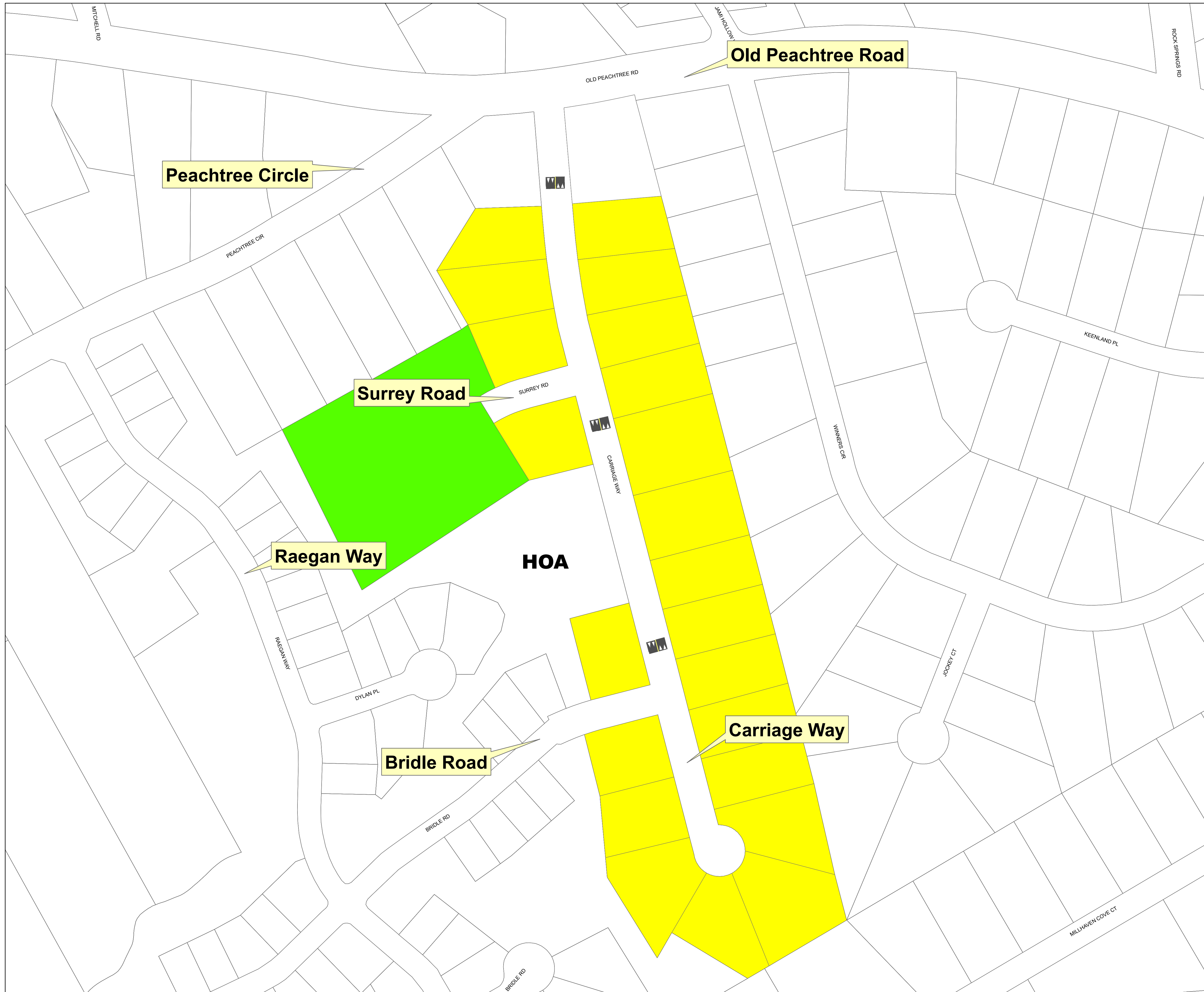
Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community. Sources: Esri, Maxar, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community



Gwinnett
 Transportation

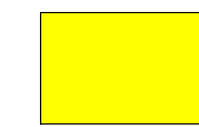
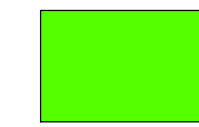


Gwinnett County
 Department of Transportation
 Traffic Safety Operations Division
 June 2025

**Carriage Hills Subdivision
Carriage Way
Speed Hump Proposal**



Legend

Not to scale

-  **Petition Area (22)**
-  **Non Voting Area (1)**
-  **Speed Hump (3)**
-  **Steep Slope**



Gwinnett
Transportation

**Gwinnett County
Department of Transportation
Traffic Safety Division
March 2025**

GWINNETT COUNTY
BOARD OF COMMISSIONERS
LAWRENCEVILLE, GEORGIA

RESOLUTION ENTITLED: Addition of Carriage Way into the Gwinnett County Speed Hump Program.

ADOPTION DATE: JULY 15, 2025

At the regular meeting of the Gwinnett County Board of Commissioners held in the Gwinnett Justice and Administration Center, Auditorium, 75 Langley Drive, Lawrenceville, Georgia.

Name	Present	Vote
Nicole L. Hendrickson, Chairwoman		
Kirkland Carden, District 1		
Ben Ku, District 2		
Jasper Watkins III, District 3		
Matthew Holtkamp, District 4		

On motion of Commissioner _____ and carried by a _____ vote, the Resolution entitled, Addition of Carriage Way into the Gwinnett County Speed Hump Program, as set forth below, is hereby adopted:

WHEREAS, Chapter 86 of the Code of Ordinances of Gwinnett County, entitled “Special Assessment Districts”, provides a process for a property owner, resident, or homeowners’ association representative to initiate the creation of a Special Assessment District for certain transportation improvements; and

WHEREAS, the Department of Transportation received a request to justify the creation of a Special Assessment District to incorporate Carriage Way into the Gwinnett County Speed Hump Program; and

WHEREAS, the Gwinnett County Department of Transportation laid out and determined the areas of Carriage Way that should be incorporated as part of the Gwinnett County Speed Hump Program and provided a petition to the requestor; and

WHEREAS, the Gwinnett County Department of Transportation received and verified the completed petition with the required signatures for the creation of a Special Assessment District for the incorporation of Carriage Way, a public street, into the Gwinnett County Speed Hump Program; and

WHEREAS, the Department of Transportation recommends the inclusion of Carriage Way into the Gwinnett County Speed Hump Program;

NOW, THEREFORE, BE IT RESOLVED that the Gwinnett County Board of Commissioners approves the recommendation of the Department of Transportation to create a Special Assessment District to incorporate the following subdivision into the Gwinnett County Speed Hump Program.

SUBDIVISION & UNIT	COMMISSION DISTRICT	DISTRICT/LAND LOT
Carriage Way	4	7/93

BE IT FURTHER RESOLVED that the cost of speed hump installation and related signage shall be funded by the 2023 SPLOST Program.

BE IT FURTHER RESOLVED that the rate for speed hump assessments within the Special Assessment District, based on the cost of maintenance and repair of the speed humps, shall be \$17.00 per year until such time as an updated assessment rate is approved by resolution of the Board of Commissioners.

This _____ day of _____, 202__.

GWINNETT COUNTY BOARD OF COMMISSIONERS

BY: _____
NICOLE L. HENDRICKSON, CHAIRWOMAN

ATTEST:

BY: _____ (SEAL)
TINA KING, COUNTY CLERK

APPROVED AS TO FORM:

BY: _____
SENIOR ASSISTANT COUNTY ATTORNEY

GWINNETT COUNTY
BOARD OF COMMISSIONERS
LAWRENCEVILLE, GEORGIA

RESOLUTION ENTITLED: Addition of Haddington Trace into the Gwinnett County Speed Hump Program.

ADOPTION DATE: JULY 15, 2025

At the regular meeting of the Gwinnett County Board of Commissioners held in the Gwinnett Justice and Administration Center, Auditorium, 75 Langley Drive, Lawrenceville, Georgia.

Name	Present	Vote
Nicole L. Hendrickson, Chairwoman		
Kirkland Carden, District 1		
Ben Ku, District 2		
Jasper Watkins III, District 3		
Matthew Holtkamp, District 4		

On motion of Commissioner _____ and carried by a _____ vote, the Resolution entitled, Addition of Haddington Trace into the Gwinnett County Speed Hump Program, as set forth below, is hereby adopted:

WHEREAS, Chapter 86 of the Code of Ordinances of Gwinnett County, entitled “Special Assessment Districts”, provides a process for a property owner, resident, or homeowners’ association representative to initiate the creation of a Special Assessment District for certain transportation improvements; and

WHEREAS, the Department of Transportation received a request to justify the creation of a Special Assessment District to incorporate Haddington Trace into the Gwinnett County Speed Hump Program; and

WHEREAS, the Gwinnett County Department of Transportation laid out and determined the areas of Haddington Trace that should be incorporated as part of the Gwinnett County Speed Hump Program and provided a petition to the requestor; and

WHEREAS, the Gwinnett County Department of Transportation received and verified the completed petition with the required signatures for the creation of a Special Assessment District for the incorporation of Haddington Trace, a public street, into the Gwinnett County Speed Hump Program; and

WHEREAS, the Department of Transportation recommends the inclusion of Haddington Trace into the Gwinnett County Speed Hump Program;

NOW, THEREFORE, BE IT RESOLVED that the Gwinnett County Board of Commissioners approves the recommendation of the Department of Transportation to create a Special Assessment District to incorporate the following subdivision into the Gwinnett County Speed Hump Program.

SUBDIVISION & UNIT	COMMISSION DISTRICT	DISTRICT/LAND LOT
Haddington Trace	3	5/324

BE IT FURTHER RESOLVED that the cost of speed hump installation and related signage shall be funded by the 2023 SPLOST Program.

BE IT FURTHER RESOLVED that the rate for speed hump assessments within the Special Assessment District, based on the cost of maintenance and repair of the speed humps, shall be \$17.00 per year until such time as an updated assessment rate is approved by resolution of the Board of Commissioners.

This _____ day of _____, 202__.

GWINNETT COUNTY BOARD OF COMMISSIONERS

BY: _____
NICOLE L. HENDRICKSON, CHAIRWOMAN

ATTEST:

BY: _____ (SEAL)
TINA KING, COUNTY CLERK

APPROVED AS TO FORM:

BY: _____
SENIOR ASSISTANT COUNTY ATTORNEY

GWINNETT COUNTY
BOARD OF COMMISSIONERS
LAWRENCEVILLE, GEORGIA

RESOLUTION ENTITLED: Addition of Dover Drive into the Gwinnett County Speed Hump Program.

ADOPTION DATE: JULY 15, 2025

At the regular meeting of the Gwinnett County Board of Commissioners held in the Gwinnett Justice and Administration Center, Auditorium, 75 Langley Drive, Lawrenceville, Georgia.

Name	Present	Vote
Nicole L. Hendrickson, Chairwoman		
Kirkland Carden, District 1		
Ben Ku, District 2		
Jasper Watkins III, District 3		
Matthew Holtkamp, District 4		

On motion of Commissioner _____ and carried by a _____ vote, the Resolution entitled, Addition of Dover Drive into the Gwinnett County Speed Hump Program, as set forth below, is hereby adopted:

WHEREAS, Chapter 86 of the Code of Ordinances of Gwinnett County, entitled "Special Assessment Districts", provides a process for a property owner, resident, or homeowners' association representative to initiate the creation of a Special Assessment District for certain transportation improvements; and

WHEREAS, the Department of Transportation received a request to justify the creation of a Special Assessment District to incorporate Dover Drive into the Gwinnett County Speed Hump Program; and

WHEREAS, the Gwinnett County Department of Transportation laid out and determined the areas of Dover Drive that should be incorporated as part of the Gwinnett County Speed Hump Program and provided a petition to the requestor; and

WHEREAS, the Gwinnett County Department of Transportation received and verified the completed petition with the required signatures for the creation of a Special Assessment District for the incorporation of Dover Drive, a public street, into the Gwinnett County Speed Hump Program; and

WHEREAS, the Department of Transportation recommends the inclusion of Dover Drive into the Gwinnett County Speed Hump Program;

NOW, THEREFORE, BE IT RESOLVED that the Gwinnett County Board of Commissioners approves the recommendation of the Department of Transportation to create a Special Assessment District to incorporate the following subdivision into the Gwinnett County Speed Hump Program.

SUBDIVISION & UNIT	COMMISSION DISTRICT	DISTRICT/LAND LOT
Dover Drive	1	6/263 and 264

BE IT FURTHER RESOLVED that the cost of speed hump installation and related signage shall be funded by the 2023 SPLOST Program.

BE IT FURTHER RESOLVED that the rate for speed hump assessments within the Special Assessment District, based on the cost of maintenance and repair of the speed humps, shall be \$17.00 per year until such time as an updated assessment rate is approved by resolution of the Board of Commissioners.

This _____ day of _____, 202__.

GWINNETT COUNTY BOARD OF COMMISSIONERS

BY: _____
NICOLE L. HENDRICKSON, CHAIRWOMAN

ATTEST:

BY: _____ (SEAL)
TINA KING, COUNTY CLERK

APPROVED AS TO FORM:

BY: _____
SENIOR ASSISTANT COUNTY ATTORNEY

GWINNETT COUNTY
BOARD OF COMMISSIONERS
LAWRENCEVILLE, GEORGIA

RESOLUTION ENTITLED: Addition of Suwanee Mill Drive into the Gwinnett County Speed Hump Program.

ADOPTION DATE: JULY 15, 2025

At the regular meeting of the Gwinnett County Board of Commissioners held in the Gwinnett Justice and Administration Center, Auditorium, 75 Langley Drive, Lawrenceville, Georgia.

Name	Present	Vote
Nicole L. Hendrickson, Chairwoman		
Kirkland Carden, District 1		
Ben Ku, District 2		
Jasper Watkins III, District 3		
Matthew Holtkamp, District 4		

On motion of Commissioner _____ and carried by a _____ vote, the Resolution entitled, Addition of Suwanee Mill Drive into the Gwinnett County Speed Hump Program, as set forth below, is hereby adopted:

WHEREAS, Chapter 86 of the Code of Ordinances of Gwinnett County, entitled “Special Assessment Districts”, provides a process for a property owner, resident, or homeowners’ association representative to initiate the creation of a Special Assessment District for certain transportation improvements; and

WHEREAS, the Department of Transportation received a request to justify the creation of a Special Assessment District to incorporate Suwanee Mill Drive into the Gwinnett County Speed Hump Program; and

WHEREAS, the Gwinnett County Department of Transportation laid out and determined the areas of Suwanee Mill Drive that should be incorporated as part of the Gwinnett County Speed Hump Program and provided a petition to the requestor; and

WHEREAS, the Gwinnett County Department of Transportation received and verified the completed petition with the required signatures for the creation of a Special Assessment District for the incorporation of Suwanee Mill Drive, a public street, into the Gwinnett County Speed Hump Program; and

WHEREAS, the Department of Transportation recommends the inclusion of Suwanee Mill Drive into the Gwinnett County Speed Hump Program;

NOW, THEREFORE, BE IT RESOLVED that the Gwinnett County Board of Commissioners approves the recommendation of the Department of Transportation to create a Special Assessment District to incorporate the following subdivision into the Gwinnett County Speed Hump Program.

SUBDIVISION & UNIT	COMMISSION DISTRICT	DISTRICT/LAND LOT
Suwanee Mill Drive	4	7/231

BE IT FURTHER RESOLVED that the cost of speed hump installation and related signage shall be funded by the 2023 SPLOST Program.

BE IT FURTHER RESOLVED that the rate for speed hump assessments within the Special Assessment District, based on the cost of maintenance and repair of the speed humps, shall be \$17.00 per year until such time as an updated assessment rate is approved by resolution of the Board of Commissioners.

This _____ day of _____, 202__.

GWINNETT COUNTY BOARD OF COMMISSIONERS

BY: _____
NICOLE L. HENDRICKSON, CHAIRWOMAN

ATTEST:

BY: _____ (SEAL)
TINA KING, COUNTY CLERK

APPROVED AS TO FORM:

BY: _____
SENIOR ASSISTANT COUNTY ATTORNEY

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20250577	20240696		
Department:	Transportation	Date Submitted:	05/29/2025
Working Session:	07/15/2025	Business Session:	07/15/2025
Submitted By:	Purchasing – Katie Maldonado – MM	Public Hearing:	
Agenda Type	Approval	Multiple Depts?	No
Item of Business:	Locked by Purchasing <input type="checkbox"/> No		
to renew RP013-24, provision of transit demand services to multiple vendors on an annual contract (August 17, 2025 through August 16, 2026), per the attached recommendation letter, base amount \$300,000.00.			
Attachments	Summary Sheet, Justification Letter		
Authorization: Chairwoman's Signature?	<input type="checkbox"/> No		
Staff Recommendation	Approval		
BAC Action:	Gwinnett Transit Advisory Board Approved on June 4, 2025, Vote 4-0.		
Department Head	eeaponte (6/26/2025)		
Attorney	tilettsome (7/8/2025)		
Agenda Purpose Only			

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	Transit Op	*	\$200,000	brainey (7/8/2025)
Yes	Transit R&E	**	\$100,000	
Finance Comments	*The current balance in Professional Services is checked as services are provided. **Amount available in Gwinnett Place Transit Center project. For FY2025, \$115,000 is allocated. For FY2026, \$185,000 is subject to budget approval.			FinDir's Initials raroyal (7/7/2025)

Budget Adjust Grand Jury

County Clerk Use Only		PH was Held? <input type="checkbox"/>
Working Session	<input type="text"/>	<div style="border: 1px solid black; padding: 5px; min-height: 100px;">No Action Taken</div>
Action	<input type="text" value="New Item"/>	
Tabled	<input type="text"/>	
Motion	<input type="text"/>	
2nd by	<input type="text"/>	

SUMMARY – RP013-24
Provision of Transit Demand Professional Services on an Annual Contract

PURPOSE:	This demand contract will allow the selected firms to provide consultation services and assist County staff in designing and managing transit improvement projects. It will also allow the firms to provide technical expertise and support to the transit staff.
LOCATION:	Department of Transportation
AMOUNT TO BE SPENT:	\$300,000.00
PREVIOUS CONTRACT AWARD AMOUNT:	\$1,300,000.00
AMOUNT SPENT PREVIOUS CONTRACT:	\$72,075.00
UNIT PRICE INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):	3.2% increase
NUMBER OF BIDS/PROPOSALS DISTRIBUTED:	N/A
NUMBER OF RESPONSES:	N/A
PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) IF YES, NUMBER OF FIRMS REPRESENTED:	N/A
REASONS FOR LIMITED RESPONSE (IF RELEVANT):	N/A
RENEWAL OPTION NUMBER:	This is renewal option one (1) of four (4).
MARKET PRICES COMPARISON (FOR RENEWALS):	This proposal was awarded based on various evaluation criteria; therefore, an analysis on cost alone cannot be obtained.
CONTRACT TERM:	August 17, 2025 through August 16, 2026

COMMENTS:



MEMORANDUM

TO: Michael Milstein, Purchasing Associate II
Purchasing Division, DOFS

THROUGH: Lewis Cooksey, P.E., Director *LC*
Department of Transportation

FROM: Natasha Tyler, Deputy Director *NT*
Department of Transportation

SUBJECT: **Recommendation to Renew RP013-24
Provision of Transit Demand Professional Services on an Annual Contract**

DATE: May 16, 2025

REQUESTED ACTION

The Department of Transportation recommends the renewal of the above referenced annual contract with various firms in six (6) categories (see Attachment A) in the amount of \$300,000.00 for the period of August 17, 2025 through August 16, 2026.

DESCRIPTION

This contract allows the selected firms to provide consultation services and assist the County in designing and managing transit improvement projects. It also allows the firms to provide technical expertise and support. The six (6) categories are below.

- A. Transit Services, Corridor and Facilities Planning Services
- B. Architectural/Engineering Services for Transit Development Projects
- C. Public Education, Engagement and Marketing
- D. Safety and Security Planning, Audit, and Implementation
- F. Administrative Services
- G. Grants Management/ General Support

This is the first of four (4) options to renew this contract.

FINANCIAL

1. Estimated amount to be spent: \$300,000.00
2. Projected amount to be spent previous contract period: \$72,075.00
3. Do total obligations agree with "Action Requested"? Yes No
4. Budgeted: Yes No
5. Contact name: Erika Rivera Contact phone: 770.822.7406

RP013-24
 Provision of Transit Demand Professional Services
 Department of Transportation

Recommended Vendors:

CATEGORY	COMPANY	CONTACT NAME	ADDRESS	CITY	STATE	ZIP	PHONE	EMAIL
A, C, G	AECOM Technical Services, Inc.	Scott Gero	1360 Peachtree Street NE, Suite 300	Atlanta	GA	30309	770-344-8741	Scott.Gero@AECOM.com
A, B	AtkinsRealis USA, Inc.	R. Brian Bolick	1600 RiverEdge Parkway NW, Suite 700	Atlanta	GA	30328	678-247-2436	Brian.Bolick@Atkinsrealis.com
B	CDM Smith, Inc.	Charles Deeb	2100 RiverEdge Parkway, Suite 1250	Atlanta	GA	30328	404-720-1226	DeebCk@CDMSmith.com
B	CHA Consulting, Inc.	Joseph Macrina	3700 Crestwood Parkway NW, Suite 700	Duluth	GA	30096	678-405-3124	Jmacrina@CHASolutions.com
B	Columbia Engineering and Services, Inc.	Paul Cook	2862 Buford Highway	Duluth	GA	30096	770-925-0357	Pcook@Columbia-Engineering.com
A	Gude Management Group, LLC	Samuel Gude, III	101 Marietta Street NW, Suite 3525	Atlanta	GA	30303	404-583-7999	SLGude@GMGCPM.com
A, B, C, G	HDR Engineering, Inc.	Robert (Bob) Rella	1100 Peachtree Street NE, Suite 400	Atlanta	GA	30309	704-338-6713	Bob.Rella@HDRinc.com
A, B, G	HNTB Corporation	Timothy Morgan	191 Peachtree Street NE, Suite 3300	Atlanta	GA	30308	404-946-5700	cmorgan@HNTB.com
D	iParametrics, LLC	Jeffrey Stevens	6515 Shiloh Road, Suite 200	Alpharetta	GA	30005	770-664-6636	Jeff.Stevens@iParametrics.com
A, B, C, G	Kimley-Horn and Associates, Inc.	Cristina Pastore	3930 East Jones Bridge Road, #350	Peachtree Corners	GA	30092	404-419-8775	Cristina.Pastore@Kimley-Horn.com
A, B, F	Vanasse Hangen Brustlin, Inc.	Fabricio Ponce	1355 Peachtree Street NE, Suite 100	Atlanta	GA	30309	404-418-5844	Fponce@VHB.com
B, D, F, G	WSP USA, Inc.	C. Jordan Myers	3340 Peachtree Road NE, Suite 2400	Atlanta	GA	30326	404-364-5243	Jordan.Myers@WSP.com

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20250692			
Department:	Transportation	Date Submitted:	06/26/2025
Working Session:	07/15/2025	Business Session:	07/15/2025
Submitted By:	prbrown	Public Hearing:	
Agenda Type	Approval/authorization	Multiple Depts?	
Item of Business:		Locked by Purchasing	<input type="checkbox"/> No
<p>for the Chairwoman to execute a lease agreement between the Federal Aviation Administration and Gwinnett County for the continued use of space for air traffic control equipment used by air traffic controllers at the Gwinnett County Airport. Subject to approval as to form by the Law Department.</p>			
Attachments	Justification letter, Agreement		
Authorization: Chairwoman's Signature?	<input type="checkbox"/> Yes		
Staff Recommendation	Approval		
BAC Action:			
Department Head	eeaponte (6/26/2025)		
Attorney	jennyscarter (7/8/2025)		
Agenda Purpose Only			

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
	N/A	*	N/A	brainey (7/7/2025)
Finance Comments	*No budget impact			FinDir's Initials
				raroyal (7/7/2025)


Budget Adjust Grand Jury


County Clerk Use Only			PH was Held? <input type="checkbox"/>
Working Session	<input type="text"/>	Vote	No Action Taken
Action	<input type="text" value="New Item"/>		
Tabled	<input type="text"/>		
Motion	<input type="text"/>		
2nd by	<input type="text"/>		



MEMORANDUM

TO: Chairwoman
District Commissioners

THROUGH: Edgardo E. Aponte, P.E., Director 
Department of Transportation

FROM: Matthew Smith, Division Director 
Department of Transportation

SUBJECT: **Approval of Antenna & Equipment Space Lease Agreement between the United States of America Department of Transportation Federal Aviation Administration and Gwinnett County**

DATE: June 23, 2025

ITEM OF BUSINESS

The Department of Transportation recommends approval and authorization for the Chairwoman to execute a lease agreement between the United States of America Department of Transportation Federal Aviation Administration and Gwinnett County for the continued use of space for air traffic control equipment used by air traffic controllers at the Gwinnett County Airport. Subject to approval as to form by the Law Department.

BACKGROUND AND DISCUSSION

The Federal Aviation Administration (FAA) has a lease agreement with the County for space in the air traffic control tower at the Gwinnett County Airport. This space allows the FAA to place their equipment used by their air traffic controllers at the air traffic control tower to provide their services in a safe and efficient manner.

The current lease agreement is set to expire on September 30, 2025. The FAA is requesting the approval of a new lease agreement to allow the equipment to remain in the tower. The new agreement would be at no cost to the County and would be for a 20-year term (expiring on September 30, 2045).

The Airport Authority voted to approve the lease agreement with a vote of 4-0 at their meeting held on June 12, 2025.

ANTENNA & EQUIPMENT SPACE LEASE
Between
THE UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
And
GWINNETT COUNTY

FAA CONTRACT NO: 69435Z-25-L-00018
ATID/FACILITY TYPE: LZU/FDIOR
LOCATION: LAWRENCEVILLE, GA

1. **Preamble (09/2021) 6.1.1** This Lease for real property is hereby entered into by and between GWINNETT COUNTY, hereinafter referred to as the Lessor and the United States of America, acting by and through the Federal Aviation Administration, hereinafter referred to as the FAA.
2. **Definitions (09/2021) 6.1.1-1** For purposes of this document, the following definitions apply;

Contract- refers to this legal instrument used to acquire an interest in real property for the direct benefit or use by the FAA. As used herein, contract denotes the document (for example- lease, easement, memorandum of agreement, or other legally binding agreement) used to implement an agreement between a customer (buyer) and a seller (supplier).

Contractor- refers to the party(ies) receiving a direct procurement contract from the FAA and who is(are) responsible for performance of contract requirements. For purposes of this document, the contractor may also be called the Lessor, Permitter, Licensor, Grantor, Airport, or Offeror depending on the type of contract or the provision within the contract.

Government- refers to the United States of America acting by and through the Federal Aviation Administration (FAA). For purposes of this document, Government and FAA are interchangeable.

Real Estate Contracting Officer (RECO) - is a trained and warranted official who contracts for real property on behalf of the FAA. For purposes of this agreement, RECO is interchangeable with Contracting Officer (CO).

3. **Succeeding Contract (09/2021) 6.1.2** This contract succeeds Lease No. DTFASO-05-L-00061 and all other previous agreements between the parties for the property described in this document.
4. **Lease Witnesseth (09/2021) 6.1.3** Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:
5. **Leased Space Description (07/2022) 6.1.4** The Lessor hereby leases to the Government the following described premises:

A Flight Data Input-Output System (FDIO) Remote Automated Radar Terminal System Color Display (RACD) which occupies 150 square feet of the third floor of the Air Traffic Control Tower.

6. **Purpose (09/2021) 6.1.5** It is understood and agreed that the use of the herein described premises shall be related to FAA's activities in support of the National Airspace System (NAS).
7. **Legal Authority (09/2021) 6.2.1** This contract is entered into under the authority of 49 U.S.C. 106(l)(6) and (n), which authorizes the Administrator of the FAA to enter into contracts, acquisitions of interests in real property, agreements, and other transactions on such terms and conditions as the Administrator determines necessary.
8. **Term (No Cost) (07/2022) 6.2.3-1** To have and to hold, for the term commencing on October 1, 2025, and continuing through September 30, 2045.
9. **Consideration (No Cost) (09/2021) 6.2.4-4** The Government shall pay the contractor no monetary consideration. It is mutually agreed that the rights extended to the Government herein are in consideration of the obligations assumed by the Government in its establishment, operation and maintenance of facilities upon the premises.
10. **Termination (01/2023) 6.2.5** The Government may terminate this contract at any time, in whole or in part, if the Real Estate Contracting Officer (RECO) determines that a termination is in the best interest of the Government. The RECO shall terminate this contract by delivering a written notice specifying the effective date of the termination. The termination notice shall be delivered at least 30 days before the effective termination date. No costs shall accrue as of the effective date of termination.
11. **Excuse (09/2021) 6.2.5-3**
- A. The Lessor will not be in default because of any failure to perform the requirements of this Lease under its terms if the failure arises from causes beyond the control and without the fault or negligence of the Lessor.
- B. Permissible causes for excuse are:
- i. acts of God (e.g., fires, floods, pandemics, epidemics, unusually severe weather, etc.),
 - ii. acts of the public enemy,
 - iii. acts of the Government in either its sovereign or contractual capacity,
 - iv. pandemic, epidemic, or quarantine restrictions,
 - v. strikes, and
 - vi. freight embargoes. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Lessor.
- C. Excuse will not be granted when:
- i. the Lessor had actual or constructive knowledge prior to the Lease Award Date that he/she could not perform in accordance with the requirements of the Lease contract;
 - ii. the conditions of the property prevent performance;
 - iii. the Lessor, its employees, agents or contractors, by error or omission, fails to perform; or
 - iv. the Lessor is unable to obtain sufficient financial resources to perform its obligations.
- D. The RECO will ascertain the facts and extent of the failure. If the RECO determines that any failure to perform is excusable, the RECO will revise the delivery schedule subject to the rights of the Government under the default and termination clauses of this contract.
12. **Binding Effect (09/2021) 6.2.6** The provisions of this contract and the conditions herein shall be binding upon, and for the benefit of, the parties and their successors and assigns. In the event of any sale or transfer of ownership of the property or any portion thereof, the Government will be deemed to have attorned to any purchaser, successor, assign, or transferee. The succeeding owner will be

deemed to have assumed all rights and obligations of the contractor under this contract establishing direct privity of estate and contract between the Government and said succeeding owner, with the same force, effect, and relative priority in time and right as if the contract had initially been entered into between such succeeding owner and the Government.

13. **Holdover (07/2023) 6.2.12** If after the expiration of the Lease, the Government shall retain possession of the premises, the Lease shall continue in full force and effect on a month-to-month basis. Payment shall be made in accordance with the Consideration clause of the Lease at the rate paid during the Lease term. This period shall continue until the Government shall have signed a new lease with the Lessor, acquired the property in fee, or vacated the premises.
14. **RE Clauses Incorporated by Reference (09/2021) 6.3.0** This solicitation or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the RECO will make the full text available, or the full text may be obtained via internet at https://fast.faa.gov/RPF_Real_Property_Clauses.cfm.
 - A. **Officials Not to Benefit (09/2021) 6.3.0-2**
 - B. **Assignment of Claims (09/2021) 6.3.0-3**
 - C. **Contracting Officer's Representative (09/2021) 6.3.0-4**
 - D. **Contingent Fees (09/2021) 6.3.0-5**
15. **Funding Responsibility for FAA Facilities (09/2021) 6.3.6** The Contractor agrees that all Contractor requested relocation(s), replacement(s), or modification(s) of any existing or future FAA navigational aid or communication system(s) necessitated by Contractor improvements or changes will be at the expense of the Contractor. In the event that the Contractor requested changes or improvements interferes with the technical and/or operational characteristics of the FAA's facility, the Contractor will immediately correct the interference issues at the Contractor's expense. Any FAA requested relocation, replacement, or modifications shall be at the FAA's expense. In the event such relocations, replacements, or modifications are necessary due to causes not attributable to either the Contractor or the FAA, funding responsibility shall be determined by mutual agreement between the parties and memorialized in a Supplemental Agreement.
16. **Changes (07/2023) 6.3.8**
 - A. The RECO may at any time, by written order via Supplemental Agreement, make changes within the general scope of this Lease in any one or more of the following:
 - i. Work or services;
 - ii. Facilities or space layout;
 - iii. Amount of space/land;
 - iv. Any other change made within the scope of this lease.
 - B. If any such change causes an increase or decrease in the Lessor's cost or time required for performance under this lease, the RECO will modify this Lease to provide one or more of the following:
 - i. An equitable adjustment in the rental rate;
 - ii. A lump sum equitable adjustment;
 - iii. An equitable adjustment of the annual operating costs per rentable square foot; or
 - iv. An adjustment to the delivery date.
 - C. The Lessor must assert its right to an adjustment by written proposal under this clause within thirty (30) days from the date of receipt of the change order. Lessor's request must include all

documentation necessary to validate his/her right to an adjustment.

D. Nothing in this clause excuses the Lessor from proceeding with the change as directed.

E. Absent written supplemental agreement the Government is not liable to the Lessor under this clause.

17. **No Waiver (09/2021) 6.3.17** No failure by the Government to insist upon strict performance of any provision of this Contract or failure to exercise any right, or remedy consequent to a breach thereof, will constitute a waiver of any such breach in the futur
18. **Non-Restoration (09/2021) 6.3.18** It is hereby agreed between the parties that, upon termination of its occupancy, including any holdover period, the Government shall have no obligation to restore and/or rehabilitate, either wholly or partially, the property that is the subject of this contract. It is further agreed that the Government may abandon in place any or all of the structures and equipment installed in or located upon said property by the Government during its tenure. Such abandoned equipment shall become the property of the contractor.
19. **Quiet Enjoyment (09/2021) 6.3.25** The Contractor warrants that they have good and valid title to the premises, and rights of ingress and egress, and warrants and covenants to defend the Government's use and enjoyment of said premises against third party claims.
20. **Damage by Fire or Other Casualty or Environmental Hazards (09/2021) 6.3.26** If the premises is partially or totally destroyed or damaged by fire or other casualty or if environmentally hazardous conditions are found to exist so that the premises is untenable as determined by the Government, the Government may agree to allow restoration/reconstruction, or may elect to terminate the contract, in whole or in part, immediately by giving written notice to the contractor.
21. **Delivery and Condition (09/2021) 6.3.27** Unless the Government elects to have the space occupied in increments, the space must be delivered ready for occupancy as a complete unit by the agreed upon occupancy date. The Government reserves the right to determine when the space is ready to occupy, and to assess damages in the event the occupancy date is not met.
22. **Interference (09/2021) 6.3.28**In the event that FAA operations interfere with the Contractor's facility, the Contractor must immediately notify the RECO. The FAA will begin assessment of interference immediately upon notification.
If the Contractor or its facility interferes with the FAA's equipment and the Contractor either knows of, or is notified by the FAA, of the interference, the Contractor will immediately remediate the interference at its own cost.
Notification under this clause must include the following information, if known:
A. type of interference,
B. the commencement date of the interference, and
C. the root cause of the interference.
23. **Alterations (09/2021) 6.3.29** The Government shall have the right during the term of this Lease, including any extensions thereof, to make alterations, attach fixtures, and erect structures or signs in or upon the premises hereby leased, which fixtures, alterations or structures so placed in, on, upon, or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government. The parties hereto mutually agree and understand, that no restoration rights shall accrue to the Lessor for any alterations or removal of

alterations to the leased premises under this Lease, and that the Government shall have the option of abandoning alterations in place, when terminating the Lease, at no additional cost.

24. **Hold Harmless (01/2024) 6.3.30** In accordance with and subject to the conditions, limitations and exceptions set forth in the Federal Tort Claims Act, 28 U.S.C. Ch. 171, the Government will be liable to persons damaged by any personal injury, death or injury to or loss of property, which is caused by a negligent or wrongful act or omission of an employee of the Government while acting within the scope of his office or employment under circumstances where a private person would be liable in accordance with the law of the place where the act or omission occurred. The foregoing shall not be deemed to extend the Government's liability beyond that existing under the Act at the time of such act or omission or to preclude the Government from using any defense available in law or equity.
25. **Compliance with Applicable Laws (09/2021) 6.3.31** The Lessor shall comply with all federal, state and local laws applicable to the Lessor as owner or Lessor, or both, of building or premises, including, without limitation, laws applicable to the construction, ownership, alteration or operation of both or either thereof, and will obtain all necessary permits, licenses and similar items at Lessor's expense. This Lease shall be governed by federal law.
The Government will comply with all federal, state, and local laws applicable to and enforceable against it as a tenant under this lease, provided that nothing in this lease shall be construed as a waiver of the sovereign immunity of the Government.
26. **Examination of Records (09/2021) 6.3.32** The Comptroller General of the United States, the Administrator of FAA or a duly authorized representative of either shall, until three (3) years after final payment under this contract, have access to and the right to examine any of the Lessor's directly pertinent books, documents, paper, or other records involving transactions related to this contract.
27. **Change of Ownership/Novation (07/2023) 6.3.34-1**
- A. If during the term of the Lease, title to the Property is transferred or the Lessor changes its legal name, the Lessor shall notify the Government within five days of the transfer of title/change of name.
 - B. The Government and the Lessor must execute a Supplemental Agreement acknowledging the transfer of title or name change.
 - C. If title to the Property is transferred, the Government, the original Lessor (Transferor), and the new owner or assignee (Transferee) shall execute a Novation Agreement providing for the transfer of Transferor's rights and obligations under the Lease to the Transferee. When executed on behalf of the Government, a Novation Agreement will be made part of the Lease via Supplemental Agreement.
 - D. The RECO may request additional information (e.g., copy of the deed, bill of sale, certificate of merger, contract, court decree, articles of incorporation, operation agreement, partnership certificate of good standing, etc.) from the Transferor or Transferee to verify the parties' representations regarding the transfer.
 - E. If the RECO determines that recognizing the Transferee as the Lessor will not be in the Government's interest, the Transferor shall remain fully liable to the Government for the Transferee's performance of obligations under the Lease, notwithstanding the transfer. Under no condition shall the Government be obligated to release the Transferor of obligations prior to (a) the rent commencement date; and (b) any amounts due and owing to the Government under the Lease that

have been paid in full or completely set off against the rental payments due under the Lease.

F. As a condition for being recognized as the Lessor and entitlement to receiving rent, the Transferee must register in the System for Award Management (SAM) for purposes of "All Awards", and complete all required representations and certifications within SAM and the "Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment" in this contract.

G. If title to the Property is transferred, rent shall continue to be paid to the original Lessor, subject to the Government's rights as provided for in this Lease. The Government's obligation to pay rent to the Transferee shall commence on the effective date of the Supplemental Agreement incorporating the Novation Agreement. The Supplemental Agreement will not be issued until the Government has received all information reasonably required by the RECO, the Government has determined that recognizing the Transferee as the Lessor is in the Government's interest (which determination will be prompt and not unreasonably withheld), and the Transferee has met all conditions specified in subparagraph F.

28. **Sublease (09/2021) 6.3.35** The Government reserves the right to sublease the space covered under this Lease to another agency or private party. In subleasing this space to another party, the Government is not relieved from its responsibilities under the terms of this Lease unless otherwise agreed upon with the Lessor.
29. **Integrated Agreement (09/2021) 6.3.36** This Contract, upon execution, contains the entire agreement of the parties, and no prior written or oral agreement, express or implied shall be admissible to contradict the provisions of this Contract.
30. **Unauthorized Negotiating (09/2021) 6.3.37** In no event shall the Contractor enter into negotiations concerning the premises with anyone other than the RECO or his/her designee.
31. **Inspection of Leased Premises (09/2021) 6.3.38** To ensure a safe and healthy work environment for government employees, agents, and assigns, and to ensure the Contractor's performance under this contract, the Government at all times and places during the term of the contract has the right to:
 - A. inspect the leased premises and all other areas of the building to which access is necessary,
 - B. test all performance requirements under the contract, and
 - C. perform any necessary sampling and evaluation to ensure contract compliance.If inspection reveals a contractual non-conformance, then the Government may require the Contractor to perform in accordance with the contract requirements at no increase in contract amount or the Government, in its sole discretion, may perform the work itself in accordance with the "Failure in Performance" clause of this Contract.

The presence or absence of a government inspection does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the contract without the RECO's written authorization.

32. **Contract Disputes (09/2021) 6.3.39**

A. All contract disputes arising under or related to this contract shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A contractor may seek review

of a final FAA decision only after its administrative remedies have been exhausted.

B. The filing of a contract dispute with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile, or if permitted by Order of the ODRA, by electronic filing. A contract dispute is considered to be filed on the date it is received by the ODRA during normal business hours. The ODRA's normal business hours are from 8:30 am to 5:00 pm Eastern Time.

C. Contract disputes are to be in writing and shall contain:

- i. The contractor's name, address, telephone and fax numbers and the name, address, telephone and fax numbers of the contractor's legal representative(s) (if any) for the contract dispute;
- ii. The contract number and the name of the Contracting Officer;
- iii. A detailed chronological statement of the facts and of the legal grounds for the contractor's positions regarding each element or count of the contract dispute (i.e., broken down by individual claim item), citing to relevant contract provisions and documents and attaching copies of those provisions and documents;
- iv. All information establishing that the contract dispute was timely filed;
- v. A request for a specific remedy, and if a monetary remedy is requested, a sum certain must be specified and pertinent cost information and documentation (e.g., invoices and terminated checks) attached, broken down by individual claim item and summarized; and
- vi. The signature of a duly authorized representative of the initiating party

D. Contract disputes shall be filed at the following address:

- i. For filing by hand delivery, courier or other form of in-person delivery:

Office of Dispute Resolution for Acquisition
Federal Aviation Administration
600 Independence Avenue SW., Room 2W100
Washington, DC 20591; or

For filing by U.S. Mail:

Office of Dispute Resolution for Acquisition
Federal Aviation Administration
800 Independence Avenue SW
Washington, DC 20591
[Attention: AGC-70, Wilbur Wright Bldg. Room 2W100]; or

Telephone: (202) 267-3290
Facsimile: (202) 267-3720
Alternate Facsimile: (202) 267-1293; or

- ii. Other address as specified in 14 CFR Part 17.

E. A contract dispute against the FAA shall be filed with the ODRA within two (2) years of the accrual of the contract claim involved. A contract dispute by the FAA against a contractor (excluding contract disputes alleging warranty issues, fraud or latent defects) likewise shall be filed within two (2) years after the accrual of the contract claim. If an underlying contract entered into prior to the effective date of this part provides for time limitations for filing of contract disputes with the ODRA which differ from the aforesaid two (2) year period, the limitation periods in the contract shall control over the limitation period of this section. In no event will either party be permitted to file with the ODRA a contract dispute seeking an equitable adjustment or other damages after the

contractor has accepted final contract payment, with the exception of FAA claims related to warranty issues, gross mistakes amounting to fraud or latent defects. FAA claims against the contractor based on warranty issues must be filed within the time specified under applicable contract warranty provisions. Any FAA claims against the contractor based on gross mistakes amounting to fraud or latent defects shall be filed with the ODRA within two (2) years of the date on which the FAA knew or should have known of the presence of the fraud or latent defect.

F. A party shall serve a copy of the contract dispute upon the other party, by means reasonably calculated to be received on the same day as the filing is to be received by the ODRA.

G. After filing the contract dispute, the contractor should seek informal resolution with the Contracting Officer.

H. The FAA requires continued performance with respect to contract disputes arising under this contract, in accordance with the provisions of the contract, pending a final FAA decision.

I. The FAA will pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the contract dispute, or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on contract disputes shall be paid at the rate fixed by the Secretary of the Treasury that is applicable on the date the Contracting Officer receives the contract dispute and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary until payment is made. Interest will not accrue for more than one year.

J. Additional information and guidance about the ODRA dispute resolution process for contract disputes can be found on the ODRA website at <http://www.faa.gov>.

33. Organizational Conflict of Interest (01/2023) 6.3.47

A. The offeror or Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest (OCI), as defined in the FAA Acquisition Management System, "Organizational Conflicts of Interest (T3.1.7)", or that the Contractor has disclosed all such relevant information.

B. The offeror or Contractor agrees that if an actual or potential OCI is discovered after award, the Contractor must make a full disclosure in writing to the Contracting Officer. The disclosure must include a mitigation plan describing actions the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the actual or potential conflict. Changes in the Contractor's relationships due to mergers, consolidations or any unanticipated circumstances may create an unacceptable organizational conflict of interest which may necessitate disclosure.

C. The FAA reserves the right to review and audit OCI mitigation plans as needed after award, and to reject mitigation plans if the OCI, in the opinion of the Contracting Officer, cannot be avoided, or mitigated.

D. The Contracting Officer may terminate this contract for convenience in whole or in part, if it deems such termination necessary to avoid an OCI. If the Contractor was aware of a potential OCI prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate this contract for default, debar the Contractor from government contracting, or pursue such other remedies as may be permitted by law or this contract.

E. The Contractor further agrees to insert provisions which must conform substantially to the

language of this clause including this paragraph (d) in any subcontract or consultant agreement hereunder.

34. **Work Performance (09/2021) 6.5.2** All work in performance of this Lease shall be done by skilled workers or mechanics and shall be acceptable to the RECO. The RECO retains the right to reject the Lessor's workers 1) if such are either unlicensed, unskilled, or otherwise incompetent, or 2) if such have demonstrated unacceptable performance in connection with work carried out in conjunction with this Lease. In the event of such rejection, the Lessor shall offer substitute/replacement workers, subject to the approval of the RECO.
35. **Installation of Antennas, Cables & Other Appurtenances (09/2021) 6.5.18** The Government shall have the right to install, operate and maintain antennas, wires and supporting structures, including any linking wires, connecting cables and conduits atop and within buildings and structures, or at other locations, as deemed necessary by the Government. The Government will coordinate with the Lessor when installing antennas, cables, and other appurtenances.
36. **Doors (09/2021) 6.6.1** Exterior doors must be weather tight, equipped with cylinder locks and door checks, automatic door closures and open outward. The Lessor must furnish the Government at least two master keys and two keys for each lock. Interior doors must be solid cored and at least 32 by 80 inches with a minimum opening of 32 inches and be of sturdy construction. Fire doors must conform to NFPA Standard No. 80. As designated by the Government, doors must be equipped with non-removable hinge pins, and locks with 7-pin removable cores. The Government shall provide cores. Locks, locking arrangements and latches must be in accordance with local building and fire codes, as well as OSHA 29 CFR 1910.
37. **Display Advertising (09/2021) 6.6.7** If the leased premises are solely for Government use, no advertising matter shall be constructed on or over the premises, unless authorized by the RECO.
38. **Erection of Signs (07/2022) 6.6.8** The Government has the right to erect on or attach to the Lessor's premises such signs as may be required to clearly identify the Government's facility or to post Government policies, rules, and regulations. Signs so erected will remain the property of the Government and will be removed from the premises upon termination of the lease.
39. **Seismic Safety for Equipment (09/2021) 6.6.12** All Lessor-installed equipment, either Government provided, or Lessor provided, shall be installed in strict accordance with the latest available edition of the International Building Code (IBC) at the time of execution of this contract and the DOT Specification FAA-G-2100H to ensure proper anchoring to protect personnel during a seismic event.
40. **Services, Utilities, and Maintenance of Premises (10/2022) 6.7.1-1** The Lessor will maintain the demised premises, including but not limited to, the building grounds, all equipment, fixtures and appurtenances furnished by the Lessor under this Lease, in a good, clean and tenantable condition. Utility and maintenance services supplied to space that houses technical equipment will be supplied 24 hours per day, seven days per week.

The Government has unlimited access to the leased premises 24 hours per day, seven days per week, including, as applicable, the access to and use of electrical services, toilets, and lights at no additional cost. Such access allows the Government to service Government-owned technical equipment, or to perform other mission-critical related duties, as it determines necessary in its sole and absolute discretion. The Government has the right to use appurtenant areas and facilities for

essential duties.

In addition to such other services as are set forth elsewhere in this Contract, the Lessor will provide the following:

- A. Electricity
- B. Initial and replacement lamps, tubes and ballasts
- C. HVAC 70-78 degrees Fahrenheit
- D. Exterior and interior door locks and hardware – designed to accept 7-pin removable cores supplied by the Government

41. **Fall Protection (09/2021) 6.8.4** The Contractor must ensure proper fall protection safety systems are in place for all work areas where Government personnel are required to perform work at four feet or more above the next lowest level on fixed ladders and within access points to elevated work areas in accordance with FAA Order 3900.19, FAA Occupational Safety and Health Policy, 29 CFR 1910, Occupational Safety and Health Standards (General Industry), 29 CFR 1926 Subpart M, Safety and Health Regulations for Construction, and applicable regulatory required American National Standard Institute (ANSI) Standards. All such elevated work surfaces (platforms, catwalks, roofs, etc.) must have OSHA compliant guardrails, railings, toe boards and/or parapets where applicable to meet OSHA and ANSI requirements as referenced herein.

42. **Environmental and Occupational Safety and Health (EOSH) Requirements (09/2021) 6.8.5** The Contractor must provide space, services, equipment, and conditions that comply with the following EOSH standards:

- A. 29 CFR 1910, Occupational Safety and Health Administration (OSHA) Standards (General Industry)
- B. 29 CFR 1926, Safety and Health Standards (Construction)
- C. National Fire Protection Association (NFPA) 101, Life Safety Code
- D. FAA Order 3900.19, FAA Occupational and Health Policy
- E. FAA Standard HF-STD-001, Human Factors Design Standard
- F. National Fire Protection Association (NFPA) 70, National Electrical Code, and NFPA 70E, Electrical Safety in the Workplace
- G. Local and state EOSH regulations
- H. Local and state fire codes and building codes.

Federal, state and local EOSH (OSHA and EPA) standards and building codes must be complied with when accomplishing any cleaning, construction, renovation, remodeling, maintenance activities or testing done in or on the leased premises and areas connected to or integrated with the premises. Additionally, whenever FAA standards require work processes or precautions to be provided, the Contractor will coordinate with the FAA before and during the work so that the proper requirements are met.

Any equipment designed, installed, or used that presents a potential safety hazard shall be marked with appropriate warning labels or placards, in accordance with 29 CFR 1910.145, Specifications for Accident Prevention Signs and Tags, FAA HF-STD-001, Human Factors Design Standard, Chapter 12.16, Safety Labels and Placards, American National Standards Institute (ANSI) Standard Z535.4, Product Safety Signs and Labels, and FAA-G-2100H, Electronic Equipment, General Requirements, Section 3.3.5.4.

43. Warranty of Space (09/2021) 6.8.13 The contractor warrants that all space leased to the Government under this contract complies with federal, state, and local regulations. The space is not limited to that set forth in this contract, but also includes space above suspended ceilings in the leased space, air plenums elsewhere in the building that service the leased space, engineering spaces in the same ventilation zone as the leased space, public spaces in the same ventilation zone as the leased space, and public spaces and common use spaces (e.g., lobbies, hallways).

44. Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (07/2023) 6.9.5

(a) Definitions. As used in this clause--

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—
 - (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
 - (ii) For reasons relating to regional stability or surreptitious listening.
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal

Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in AMS T3.8.9C.1.c(5).

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020 from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in AMS T3.8.9C.1.c(5). This prohibition applies to an entity that uses covered telecommunications equipment or services, including use not in support of the Government.

(c) Exceptions. This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor must report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information. For indefinite delivery contracts, the Contractor must report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order.

(2) The Contractor must report the following information pursuant to paragraph (d)(1) of this clause:
(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor must describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor must insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

45. Covered Telecommunications Equipment or Services- Representations (09/2021) 6.9.5-1

(a) Definitions. As used in this provision, "covered telecommunications equipment or services" has the meaning per the "Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment" clause in this contract.

(b) Procedures. The offeror must review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for covered telecommunications equipment or services.

(c) Representations.

1. The offeror represents that it _____ **does**, _____ **does not provide** covered telecommunications equipment or services as part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.
2. After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it _____ **does**, _____ **does not use** covered telecommunications equipment or services, or any equipment, system, or service that uses telecommunications equipment or services.

- 46. Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (09/2021) 6.9.5-2**NOTE: The offeror must not complete the representation at paragraph (d)(1) in this provision if the offeror has represented that it does not provide covered telecommunications equipment or services as part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument in the provision "Covered Telecommunications Equipment or Services – Representation" (c)(1). Additionally, the offeror must not complete the representation at paragraph (d)(2) in this provision if the offeror has represented that it does not use covered telecommunications equipment or services, or any equipment, system, or service that uses telecommunications equipment or services in the provision "Covered Telecommunications Equipment or Services – Representation" (c)(2).

PROVISION/CLAUSE:

(a) Definitions. As used in this provision--

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause AMS clause 6.9.5, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibitions.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in this prohibition will be construed to—

- (i) Prohibit the head of the agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020 from entering into a contract or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential part of any system or as critical technology as part of any system. This prohibition applies to any entity that uses covered telecommunications equipment or services, including uses not in support of the Government.

Nothing in this prohibition will be construed to-

- (i) Prohibit the head of the agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Procedures: The offeror must review the list of excluded parties in the System for Award

Management (SAM) (<https://www.sam.gov>) for entities excluded from Federal awards for covered telecommunications equipment or services.

(d) Representations.

(1) The Offeror represents that it **will**, **will not provide** covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation.

(2) After conducting a reasonable inquiry for purposes of this representation, the Offeror represents that that it **does**, **does not USE** covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror must provide the additional disclosure information required at paragraph (e) if the Offeror indicates “does”.

(e) Disclosures. Disclosure for the representation in paragraph (d) (1) of this provision-
If the Offeror has responded “will” in the representation in paragraph (d) (1) of this provision, the Offeror must provide the following information as part of the offer—

(1) For covered equipment

(i) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known;

(ii) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(iii) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) (1) of this provision;

(2) For covered services-

(i) If the service is related to item maintenance, a description of all covered telecommunications services offered (include on the item being maintained: brand, model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable; or

(ii) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed uses of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

Disclosure for representation in paragraph (d) (2) of this provision. If the Offeror has responded “does” to paragraph (d)(2) of this provision, the offeror must provide the following information as part of the offer—

(3) For covered equipment

(i) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known;

(ii) A description of all covered telecommunications equipment offered (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or

wholesaler number; and item description, as applicable); and

(iii) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) (2) of this provision.

(4) For covered services-

(i) If the service is related to item maintenance, a description of all covered telecommunications services offered (include on the item being maintained: brand, model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(ii) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed uses of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

47. Cooperation with Defensive Counterintelligence Program Requirements (DCIP) (09/2021)

6.9.6

a. The FAA's Defensive Counterintelligence Program (DCIP) (AXI-310) detects, deters, and denies illicit human and technical intelligence collection activities as well as addressing other national security concerns. Such activities and concerns include, but are not limited to, activities conducted by, on behalf of, or otherwise supporting, foreign governments or elements thereof; entities or individuals that meet the definition of "foreign power" or "agent of a foreign power" in 50 U.S.C. § 1801; foreign organizations; foreign persons; international terrorist organizations or activities; or agents of any of the foregoing; or any other individuals or entities acting on behalf of, or otherwise in support of, any of the foregoing, against the FAA, its employees, facilities, equipment, systems, networks, operations, and information.

b. Consistent with FAA Order 1600.84 FAA Defensive Counterintelligence Program, the contractor is required to cooperate to the fullest extent possible in the following requirements:

1) Any authorized DCIP inquiry or Counterintelligence (CI) investigation connected with this contract requested by the FAA Office of Security and Hazardous Materials Safety (ASH) to include granting authorized ASH or outside investigative department or agency personnel access to contract information, records or contractor personnel;

2) All applicable FAA security requirements as required under the contract consistent with FAA policy and applicable Federal law;

3) When requested by the DCIP, and necessary to protect Controlled National Security Information (CNSI), Sensitive Unclassified Information (SUI), or otherwise protected information, contractor employees must sign a Defensive Counterintelligence Program Non-Disclosure Agreement (NDA) prior to being briefed on any information pertaining to a DCIP inquiry, CI investigation by another Department or Agency, or any other matter related to the DCIP. The NDA is located in Appendix C of the Order and in AMS Procurement Forms. Contractor employees are exempt from acknowledging any language in the NDA associated with unauthorized disclosure of received information that subjects FAA employees to personnel actions specified in the Human Resources Policy Manual (HRPM) Volume 4: Employee Relations ER-4.1 (4) and applicable collective bargaining agreements.

4) Contractors must first coordinate with the DCIP at ASH-CI-Notify@faa.gov before contacting any law enforcement or investigative agencies on any known or suspected counterintelligence or other national security concern described in Paragraph 1 of FAA Order 1600.84.

5) Contractors must notify the DCIP as soon as possible if any law enforcement or investigative

agency contacts them directly on any matter covered by FAA Order 1600.84. If an employee receives a direct request from an outside law enforcement or investigative agency for evidence related to a counterintelligence or other national security concern as described in Paragraph 1 of FAA Order 1600.84, the employee will refer the law enforcement or investigative agency to AXI-310.

6) Contractors must immediately notify the DCIP at ASH-CI-Notify@faa.gov, and the CO or their designee if their employees observe any of the following-

- a) Suspected or known acts of foreign intelligence collection activity against the FAA or its employees, systems, networks, operations, facilities, equipment, or information;
- b) Suspected or known espionage (See Appendix A of FAA Order 1600.84 for definition);
- c) Suspected or known unauthorized disclosure of CNSI, SUI, or otherwise protected information in the possession of the FAA by a FAA employee to a foreign government or element thereof, a foreign organization, an entity or individual that meets the definition of "foreign power" or "agent of a foreign power" in 50 U.S.C. § 1801, a foreign person, an international terrorist organization or activity, an agent of any of the foregoing, or any other individual or entity acting on behalf of or otherwise supporting any of the foregoing; or
- d) Suspected or known theft, unauthorized disclosure, or unauthorized amassing of CNSI, SUI, or otherwise protected information in the possession of the FAA known or suspected to be for the purpose of conveying it to a foreign government or element thereof, an entity or individual that meets the definition of "foreign power" or "agent of a foreign power" in 50 U.S.C. § 1801, a foreign organization, a foreign person, an international terrorist organization or activity, an agent of any of the foregoing, any other individual or entity acting on behalf of or otherwise supporting any of the foregoing, or an unknown recipient, or statements of intent by an FAA employee to engage in any such actions. SUI or otherwise protected unclassified information whose theft, unauthorized disclosure, or unauthorized amassing, for the purposes described in the preceding sentence, is of concern includes, but is not limited to:
 - i. Non-public information from an official FAA data network or information;
 - ii. Imagery;
 - iii. Technical specifications;
 - iv. Trade secrets;
 - v. Proprietary information;
 - vi. Sensitive Security Information (SSI); and
 - vii. Any other SUI
- e) Activities similar to those described in paragraphs b(6)(a)-(d) by, on behalf of, or otherwise supporting, potential lone wolf actors, malicious insiders, or transnational organizations of a national security concern.

If notification of the CO or their designee is not feasible owing to the CO and/or their designee being one of the suspicious actor(s), the contractor must notify the DCIP directly at the above email address if they observe any of the above activities.

7) Elicitation attempts. Elicitation is the strategic use of conversation to extract information from people without giving them the feeling they are being interrogated. It is a technique used to discreetly gather information. It is a conversation with a specific purpose: collect information that is not readily available and do so without raising suspicion that specific facts are being sought. The conversation can be in person, over the phone, or in writing.

Contractors must immediately notify the DCIP at ASH-CI-Notify@faa.gov, and the CO and/or their designee if their employees experience any known or suspected direct (e.g., personal encounter or telephone) or indirect (e.g., electronic or written communication) elicitation or attempted elicitation of CNSI, SUI, or otherwise protected information in the possession of the FAA by any suspicious entity or person, regardless of ethnicity, nationality, or FAA employment status, as soon as possible, but no later than 12 hours after the time of the incident, initial detection, or receipt of report, as applicable, or the next business day if the incident, initial detection, or receipt of report, as applicable, occurs on a weekend or holiday. Contractors must report these incidents regardless of where, when, or how the contact took place, or whether the employee was on or off duty. Suspicious activities include, but are not limited to:

- a) Direct or indirect contact or communication with a known or suspected foreign or foreign-affiliated person, or an unknown or unfamiliar person, seeking access to or disclosure of any CNSI, SUI, or otherwise protected information in the possession of the FAA for which such person does not meet the applicable access requirements, or that is outside the scope of their official duties;
- b) Direct or indirect contact or communication with a known or suspected foreign or foreign-affiliated person, or an unknown or unfamiliar person, seeking specific information about an FAA employee's official duty responsibilities, work projects, access to information, security clearance, travel plans, coworkers' identities, or Information Technology (IT) system credentials for which such person does not meet the applicable access requirements, or that is outside the scope of their official duties;
- c) Direct or indirect contact, communication, or observance of a known or suspected foreign or foreign-affiliated person, or an unknown or unfamiliar person, seeking unauthorized access to FAA employees, equipment, operations, systems, information, facilities, or networks, including through a Personal Electronic Device (PED);
- d) Direct or indirect contact, communication, or observance of a known or suspected foreign or foreign-affiliated person, or an unknown or unfamiliar person, introducing, or seeking to introduce, unauthorized digital media or software into any FAA equipment, facilities, systems, or networks, including through a PED;
- e) Offers of compensation, gifts, or favors in exchange for FAA information or access to such information, regardless of medium; or access to FAA employees, equipment, operations, facilities, systems, or networks;
- f) Threats, attempts to coerce, or attempts to exploit any FAA employee by a known or suspected foreign or foreign-affiliated person, or by an unknown or unfamiliar person, in order to illicitly acquire FAA information or access to FAA employees, equipment, operations, facilities, systems, information, or networks;
- g) Solicitation by any person of FAA information for which they do not meet the applicable access requirements or that is outside the scope of their official duties;
- h) A request by any person for access to FAA employees, facilities, equipment, operations, systems, information, or networks for which they do not meet the applicable access requirements or that is outside the scope of their official duties; and
- i) Suspicious or unexplained contact by any person with an FAA employee, where the person has suspicious or unexplained knowledge of the employee.

Unless requested by ASH, contractors must not disclose an elicitation attempt of the nature described above, in any other manner than to report the attempt to the CO or their designee and request that they report it to the DCIP. If that is not feasible, or if the CO or their designee are the

suspicious actor(s), contractors may make these reports directly to the DCIP at the above email address. Contractors must not take any actions on their own initiative, as doing so may interfere with a DCIP inquiry or CI investigation.

c. Failure to cooperate with any of the activities under section (b) above may be considered by the FAA to be a material breach of the contract.

d. The Contractor is responsible for ensuring that the provisions of this clause flow down to its subsidiaries, subcontractors, and consultants performing this contract.

48. Federal Acquisition Supply Chain Security Act Orders—Representation and Disclosures (04/2024) 6.9.8

(a) Definitions. As used in this provision, Covered article, FASCSA order, Intelligence community, National security system, Reasonable inquiry, Sensitive compartmented information, Sensitive compartmented information system, and Source have the meaning provided in the AMS Real Property Clause 6.9.8-1, Federal Acquisition Supply Chain Security Act Orders—Prohibition.

(b) Prohibition. Contractors are prohibited from providing or using as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the prohibition is set out in an applicable Federal Acquisition Supply Chain Security Act (FASCSA) order, as described in paragraph (b)(1) of AMS Real Property Clause 6.9.8-1, Federal Acquisition Supply Chain Security Act Orders—Prohibition.

(c) Procedures.

(1) The Offeror must search for applicable FASCSA orders of the type identified in paragraph (b)(1) of AMS Real Property Clause 6.9.8-1 in the System for Award Management (SAM). Issued FASCSA Orders may be identified by selecting the “View FASCSA Orders” button from the SAM homepage (<https://www.sam.gov>) and viewing or downloading FASCSA orders from the Supply Chain Security Orders webpage.

(2) The Offeror must review the SIR for any FASCSA orders that are not in SAM but are effective and do apply to the SIR and resultant contract (see AMS Guidance T3.8.9.C.4.c.(2)(A)(ii)).

(3) FASCSA orders issued after the publication date of the SIR do not apply unless the order is subsequently added to the SIR via amendment.

(d) Representation. By submission of this offer, the offeror represents that it has conducted a “reasonable inquiry” (as defined in AMS Real Property Clause 6.9.8-1), and that the offeror does not propose to provide or use in response to this SIR any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order in effect on the date the SIR was issued, except as waived by the SIR, or as disclosed in paragraph (e) Disclosures, below.

(e) Disclosures. The purpose for this disclosure is so the FAA may decide whether to issue a waiver. For any covered article, or any products or services produced or provided by a source, if the covered article or the source is subject to an applicable FASCSA order, and the Offeror is unable to represent compliance, then the Offeror must provide the following information as part of the offer:

(1) Name of the product or service provided to the Government;

(2) Name of the covered article or source subject to a FASCSA order;

(3) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the

Offeror;

(4) Brand;

(5) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);

(6) Item description; and

(7) Reason why the applicable covered article or the product or service is being provided or used.

(f) FAA review of disclosures. The Contracting Officer will review disclosures provided in paragraph (e) Disclosures, to determine if any waiver may be sought. A Contracting Officer may choose not to pursue a waiver for covered articles or sources otherwise subject to a FASCSA order and may instead make an award to an offeror that does not require a waiver.

49. Federal Acquisition Supply Chain Security Act Orders—Prohibition (04/2024) 6.9.8-1

(a) Definitions. As used in this clause—

Covered article, as defined in 41 U.S.C. 4713(k), means—

(1) “Information technology,” as defined in 40 U.S.C. 11101, including cloud computing services of all types;

(2) “Telecommunications equipment” or “telecommunications service,” as those terms are defined in section 3 of the Communications Act of 1934 (47 U.S.C. 153);

(3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see 32 CFR part 2002); or

(4) Hardware, systems, devices, software, or services that include embedded or incidental information technology.

FASCSA order means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSA) requiring the removal of covered articles from executive agency information systems or the exclusion of one or more named sources or named covered articles from executive agency procurement actions, as described in 41 CFR 201–1.303(d) and (e):

(1) The Secretary of Homeland Security may issue FASCSA orders applicable to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of FASCSA order may be referred to as a Department of Homeland Security (DHS) FASCSA order.

(2) The Secretary of Defense may issue FASCSA orders applicable to the Department of Defense (DoD) and national security systems other than sensitive compartmented information systems. This type of FASCSA order may be referred to as a DoD FASCSA order.

(3) The Director of National Intelligence (DNI) may issue FASCSA orders applicable to the intelligence community and sensitive compartmented information systems, to the extent not covered by paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.

Intelligence community, as defined by 50 U.S.C. 3003(4), means the following—

(1) The Office of the Director of National Intelligence;

(2) The Central Intelligence Agency;

(3) The National Security Agency;

(4) The Defense Intelligence Agency;

(5) The National Geospatial-Intelligence Agency;

(6) The National Reconnaissance Office;

(7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;

- (8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;
- (9) The Bureau of Intelligence and Research of the Department of State;
- (10) The Office of Intelligence and Analysis of the Department of the Treasury;
- (11) The Office of Intelligence and Analysis of the Department of Homeland Security; or
- (12) Such other elements of any department or agency as may be designated by the President, or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.

National security system, as defined in 44 U.S.C. 3552, means any information system (including any telecommunications system) used or operated by an agency or by a contractor of an agency, or other organization on behalf of an agency—

- (1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or
- (2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.

Reasonable Inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of any covered articles, or any products or services produced or provided by a source. This applies when the covered article or the source is subject to an applicable FASCSA order. A reasonable inquiry excludes the need to include an internal or third-party audit.

Sensitive compartmented information means classified information concerning or derived from intelligence sources, methods, or analytical processes, which is required to be handled within formal access control systems established by the Director of National Intelligence.

Sensitive compartmented information system means a national security system authorized to process or store sensitive compartmented information.

Source means a non-Federal supplier, or potential supplier, of products or services, at any tier.

(b) Prohibition.

- (1) Unless an applicable waiver has been issued by the issuing official, Contractors are prohibited from providing or using as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by any applicable FASCSA orders identified by the checkbox(es) in this paragraph (b)(1).

Yes No DHS FASCSA orders

Yes No DoD FASCSA orders

Yes No DNI FASCSA orders

- (2) The Contractor must search for applicable FASCSA orders of the type identified in paragraph (b)(1) of this clause in the System for Award Management (SAM). Issued FASCSA Orders may be identified by selecting the “View FASCSA Orders” button from the SAM homepage

(<https://www.sam.gov>) and viewing or downloading FASCSA orders from the Supply Chain Security Orders webpage.

(3) The FAA may identify in the SIR additional FASCSA orders that are not in SAM, which are effective and apply to the SIR and resultant contract.

(4) A FASCSA order issued after the publication date of the SIR applies to this contract only if added by an amendment to the SIR or by modification to the contract. However, see paragraph (c) of this clause.

(5) Contractor request for waivers.

(i) Required disclosures. If the contractor wishes to ask for a waiver of the requirements of an existing order identified in a SIR or contract for a waiver of the requirements of a new FASCSA order being applied through modification, then the Contractor must disclose the following:

(A) Name of the product or service provided to the Government;

(B) Name of the covered article or source subject to a FASCSA order;

(C) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied or supplies the covered article or the product or service to the Offeror;

(D) Brand;

(E) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);

(F) Item Description;

(G) Reason why the applicable covered article or the product or service is being provided or used;

(ii) FAA review of disclosures. The Contracting Officer will review disclosures provided in paragraph (b)(5)(i) to determine if any waiver is warranted. A Contracting Officer may choose not to pursue a waiver for covered articles or sources otherwise covered by a FASCSA order and to instead pursue other appropriate action.

(c) Notice and reporting requirement.

(1) During contract performance, the Contractor is required to:

(i) Comply with all FASCSA orders identified under paragraph (b) of this clause; and

(ii) Review SAM.gov at least once every three months, or as advised by the Contracting Officer, to check for covered articles subject to FASCSA order(s), or for products or services produced by a source subject to FASCSA order(s) not currently identified under paragraph (b) of this clause.

(2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor must conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or used during contract performance.

(3) If the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a covered source was provided to the Government or used during contract performance and is subject to a FASCSA order(s) identified in paragraph (b) of this clause, or a new FASCSA order identified in paragraph (c)(2) of this clause, the Contractor must submit a report to the Contracting Officer.

(4) The Contractor must report the following information for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order, pursuant to paragraph (c) of this clause:

(i) Within 3 business days from the date of such identification or notification:

(A) Contract number;

(B) Order number(s), if applicable;

- (C) Name of the product or service provided to the Government or used during performance of the contract;
- (D) Name of the covered article or source subject to a FASCSA order;
- (E) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Contractor;
- (F) Brand;
- (G) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);
- (H) Item description; and
- (I) Any readily available information about mitigation actions undertaken or recommended.
 - (ii) Within 10 business days of submitting the information in paragraph (c)(4)(i) of this clause:
 - (A) Any further available information about mitigation actions undertaken or recommended.
 - (B) In addition, the Contractor must describe the efforts it undertook to prevent submission or use of the covered article or the product or service produced or provided by a source subject to an applicable FASCSA order, and any additional efforts that will be incorporated to prevent future submission or use of the covered article or the product or service produced or provided by a source that is subject to an applicable FASCSA order.
- (d) Removal. Upon notification from the contracting officer, during the performance of the contract, the Contractor must promptly make any necessary changes or modifications to remove any covered article or any product or service produced or provided by a source that is subject to an applicable Governmentwide FASCSA order.
- (e) Subcontracts.
 - (1) The Contractor must insert the substance of this clause, including this paragraph (e) and excluding paragraph (c)(1) of this clause, in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products and commercial services.
 - (2) The Government may identify in the SIR additional FASCSA orders that are not in SAM, which are effective and apply to the contract and any subcontracts and other contractual instruments under the contract. The Contractor or higher-tier subcontractor must notify their subcontractors, and suppliers under other contractual instruments, that the FASCSA orders in the SIR that are not in SAM apply to the contract and all subcontracts.

50. **Notices (09/2021) 6.10.1** All notices/correspondence must be in writing, reference the Contract number, and be addressed as follows:

TO THE CONTRACTOR:

Gwinnett County
 600 Briscoe Blvd
 Lawrenceville, GA 30046

TO THE GOVERNMENT:

Federal Aviation Administration

1701 Columbia Avenue #400
College Park, GA 30337

51. **Signature Block (09/2021) 6.10.3** This Contract shall become binding when it is fully executed by both parties. In witness whereof, the parties hereto have subscribed their names as of the date shown below.

WINNETT COUNTY

Attest:

County Clerk/Deputy Clerk
[SEAL]

Date: _____

By: _____
Name: Nicole L. Hendrickson
Title: Chairwoman

APPROVED AS TO FORM:
WINNETT COUNTY LAW DEPARTMENT

By: _____
Supervising Attorney

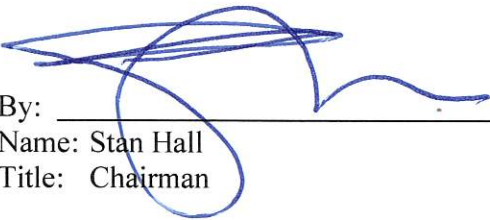
WINNETT COUNTY AIRPORT AUTHORITY

Attest:



Marcus Strickland, Secretary

Date: 6-12-2025


By: _____
Name: Stan Hall
Title: Chairman

**UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION**

By: _____
Clarice Flood
Real Estate Contracting Officer

Date: _____

ATTACHMENTS/EXHIBITS:

Number	Title	Date	Number of Pages
1	Public Authorization Certificate		1
2	Aerial View		1

PUBLIC AUTHORIZATION CERTIFICATE

On this _____ day of _____, 20____, I _____
[insert name]

certify that I am the _____ of the
[insert title]

_____ named in the attached agreement; that
[insert name of State, County, Municipality, or other Public Authority]

_____ who signed said agreement on behalf of the
[insert name of person who signed the agreement]

_____ is
[insert name of State, County, Municipality, or other Public Authority]

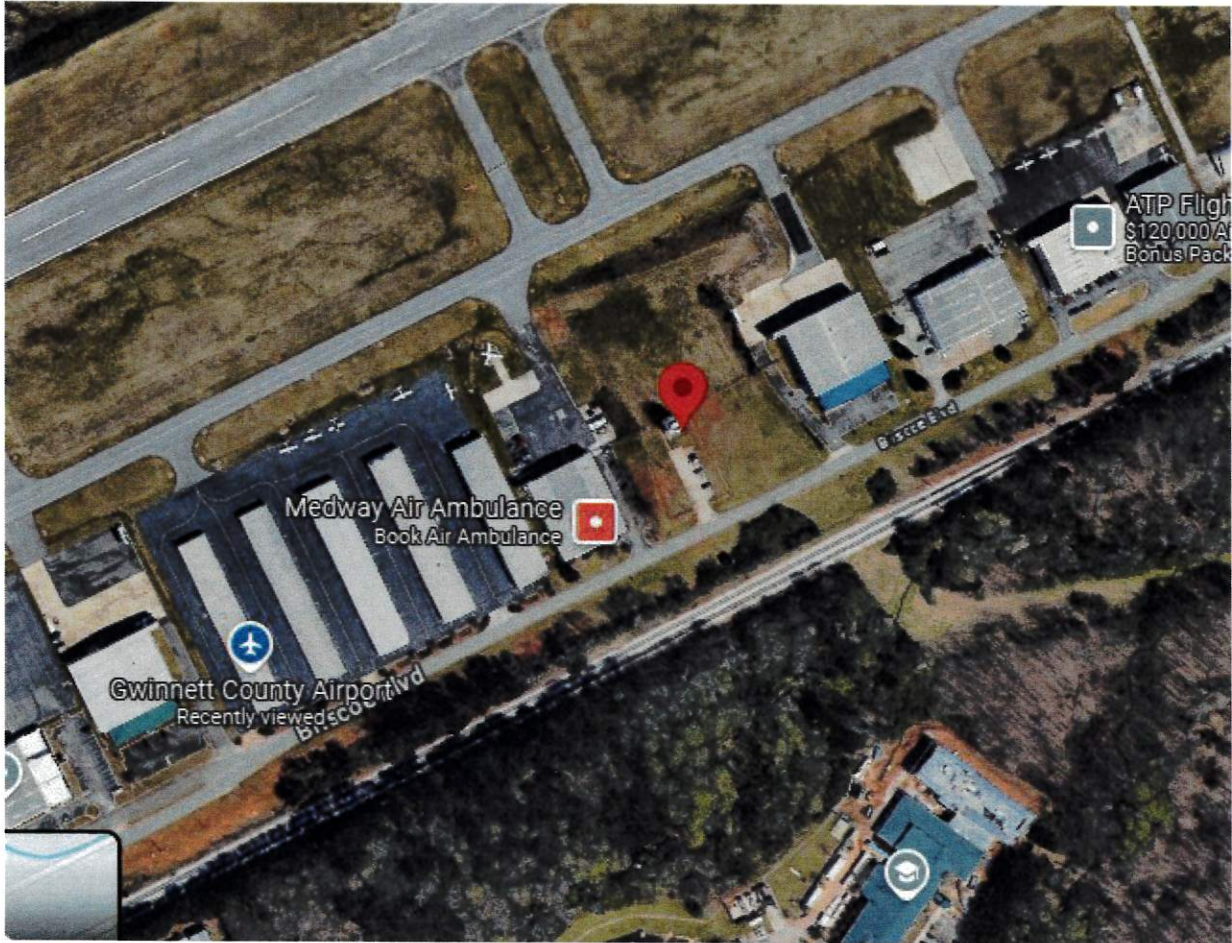
_____ of said
[insert title of person who signed the agreement]

_____ ; and that said agreement was duly signed
[insert name of State, County, Municipality, or other Public Authority]

for and on behalf of _____ by authority of
[insert name of State, County, Municipality, or other Public Authority]

its governing body and is within the scope of its powers.

Signed _____



Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20250371	20240524		
Department:	Water Resources	Date Submitted:	04/07/2025
Working Session:	07/15/2025	Business Session:	07/15/2025
Submitted By:	Purchasing – Katie Maldonado – BB	Public Hearing:	
Agenda Type	Approval	Multiple Depts?	No
Item of Business:	Locked by Purchasing <input type="checkbox"/> No		
to renew BL049-23, construction and maintenance of water mains on an annual contract (July 16, 2025 through July 15, 2026), with JDS, Inc. and The Dickerson Group, Inc., base bid \$5,000,000.00.			
Attachments	Summary Sheet, Justification Letter		
Authorization: Chairwoman's Signature?	<input type="checkbox"/> No		
Staff Recommendation	Approval		
BAC Action:	Water and Sewerage Authority Approved on July 7, 2025, Vote 5-0.		
Department Head	rmshelton (6/10/2025)		
Attorney	nlwood (7/7/2025)		
Agenda Purpose Only			

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	Water & Sewer R&E	*	\$4,600,000	brainey (6/25/2025)
Yes	Water & Sewer Op	*	\$400,000	
Finance Comments	*The current balance in various capital projects and Professional Services is checked as items are purchased and services are provided. For FY2025, \$2,500,000 is allocated. For FY2026, \$2,500,000 is subject to budget approval.			FinDir's Initials raroyal (6/24/2025)

Budget Adjust Grand Jury

County Clerk Use Only		PH was Held? <input type="checkbox"/>
Working Session	<input type="text"/>	<div style="border: 1px solid black; height: 100px; width: 100%; display: flex; align-items: center; justify-content: center;"> No Action Taken </div>
Action	<input type="text" value="New Item"/>	
Tabled	<input type="text"/>	
Motion	<input type="text"/>	
2nd by	<input type="text"/>	

SUMMARY – BL049-23
Construction and Maintenance of Water Mains on an Annual Contract

PURPOSE:	This contract provides for construction, replacement, and rehabilitation of water mains on an as-needed basis for utility relocations and urgent projects. This contract provides the ability to quickly move from design to construction in order to accommodate a project undertaken by another department or agency, or due to an unexpectedly high priority need in the water distribution system. This contract is only used for planned efforts and does not address emergency repairs associated with the failure of an asset.
LOCATION:	Various locations throughout Gwinnett County
AMOUNT TO BE SPENT:	\$5,000,000.00
PREVIOUS CONTRACT AWARD AMOUNT:	\$5,000,000.00
AMOUNT SPENT PREVIOUS CONTRACT:	\$2,724,296.09
UNIT PRICE INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):	10% increase
NUMBER OF BIDS/PROPOSALS DISTRIBUTED:	N/A
NUMBER OF RESPONSES:	N/A
PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) IF YES, NUMBER OF FIRMS REPRESENTED:	N/A
REASONS FOR LIMITED RESPONSE (IF RELEVANT):	N/A
RENEWAL OPTION NUMBER:	This is renewal option two (2) of four (4).
MARKET PRICES COMPARISON (FOR RENEWALS):	An analysis reveals that pricing is comparable to current market conditions.
CONTRACT TERM:	July 16, 2025 through July 15, 2026

COMMENTS:



MEMORANDUM

TO: Brittany Bryant, CPPB
Purchasing Associate III

THROUGH: Rebecca Shelton, PE *RS*
Director, Department of Water Resources

FROM: Steve Sheets, PE *SS*
Deputy Director, Department of Water Resources

SUBJECT: Recommendation to Renew BL049-23
Construction and Maintenance of Water Mains on an Annual Contract

DATE: March 28, 2025

REQUESTED ACTION

The Department of Water Resources recommends renewal of the above referenced contract with The Dickerson Group, Inc. and JDS, Inc. in the amount of \$5,000,000.00.

DESCRIPTION

This contract provides for construction, replacement and rehabilitation of water mains on an as-needed basis for utility relocations and urgent projects. This contract provides the ability to quickly move from design to construction in order to accommodate a project undertaken by another department or agency, or due to a high priority need in the water distribution system. This contract is only used for planned efforts and does not address emergency repairs associated to the failure of an asset.

FINANCIAL

1. Estimated amount to be spent: \$5,000,000.00
2. Projected amount to be spent previous contract period: \$2,724,296.09
3. Do total obligations agree with "Action Requested"? Yes X No
4. Budgeted: Yes X No
5. Contact name: Adam Garmon Contact phone: (678)376-7181 *AG*

Page 2
Recommendation Letter
BL049-23

6. Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount	% of Award Amount
2025	504	211000		50807000	M-0736-01-1-02	\$1,650,000.00	33%
2025	504	211000		50807000	M-0737-01-1-02	\$200,000.00	4%
2025	504	211000		50807000	M-1238-01-1-02	\$450,000.00	9%
2025	501	111008	19080003	50404216		\$200,000.00	4%
2026	504	211000		50807000	M-0736-01-1-02	\$1,650,000.00	33%
2026	504	211000		50807000	M-0737-01-1-02	\$200,000.00	4%
2026	504	211000		50807000	M-1238-01-1-02	\$450,000.00	9%
2026	501	111008	19080003	50404216		\$200,000.00	4%
Total						\$5,000,000.00	100%

Transfer Required: Yes _____ No X _____

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20250372	20240523		
Department:	Water Resources	Date Submitted:	04/07/2025
Working Session:	07/15/2025	Business Session:	07/15/2025
Submitted By:	Purchasing – Katie Maldonado – BB	Public Hearing:	
Agenda Type	Approval	Multiple Depts?	No
Item of Business:	Locked by Purchasing <input type="checkbox"/> No		
to renew BL048-23, construction and rehabilitation of gravity and sewer force mains on an annual contract (July 16, 2025 through July 15, 2026), with JDS, Inc., base bid \$7,000,000.00.			
Attachments	Summary Sheet, Justification Letter		
Authorization: Chairwoman's Signature?	<input type="checkbox"/> No		
Staff Recommendation	Approval		
BAC Action:	Water and Sewerage Authority Approved on July 7, 2025, Vote 5-0.		
Department Head	rmshelton (6/10/2025)		
Attorney	nlwood (7/8/2025)		
Agenda Purpose Only			

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	Water & Sewer R&E	*	\$7,000,000	brainey (7/7/2025)
Finance Comments	*Amount available in Gravity Sewer Rehab/Replacement and Force Main Rehab/Replacement projects. For FY2025, \$3,500,000 is allocated. For FY2026, \$3,500,000 is subject to budget approval.			FinDir's Initials raroyal (7/7/2025)

Budget Adjust Grand Jury

County Clerk Use Only		PH was Held? <input type="checkbox"/>
Working Session:	<input type="text"/>	<div style="border: 1px solid black; height: 100px; display: flex; align-items: center; justify-content: center;"> No Action Taken </div>
Action:	<input type="text" value="New Item"/>	
Tabled:	<input type="text"/>	
Motion:	<input type="text"/>	
2nd by:	<input type="text"/>	
		Vote

SUMMARY – BL048-23
Construction and Rehabilitation of Gravity and Sewer Force Mains
on an Annual Contract

PURPOSE:	This contract provides for construction, replacement and rehabilitation of gravity sewers and force mains on an as-needed basis for utility relocations and urgent projects. This contract allows the Department of Water Resources to quickly move from design to construction in order to accommodate a project undertaken by another department or agency, or due to an unexpectedly high priority need in the sewer collection system. This contract is only used for planned efforts and does not address emergency repairs associated with the failure of an asset.
LOCATION:	Various locations throughout Gwinnett County
AMOUNT TO BE SPENT:	\$7,000,000.00
PREVIOUS CONTRACT AWARD AMOUNT:	\$8,000,000.00
AMOUNT SPENT PREVIOUS CONTRACT:	\$7,000,000.00
UNIT PRICE INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):	10% increase
NUMBER OF BIDS/PROPOSALS DISTRIBUTED:	N/A
NUMBER OF RESPONSES:	N/A
PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) IF YES, NUMBER OF FIRMS REPRESENTED:	N/A
REASONS FOR LIMITED RESPONSE (IF RELEVANT):	N/A
RENEWAL OPTION NUMBER:	This is renewal option two (2) of four (4).
MARKET PRICES COMPARISON (FOR RENEWALS):	An analysis reveals that pricing is comparable to current market conditions.
CONTRACT TERM:	July 16, 2025 through July 15, 2026

COMMENTS:



MEMORANDUM

TO: Brittany Bryant, CPPB
Purchasing Associate III

THROUGH: Rebecca Shelton, PE *RS*
Director, Department of Water Resources

FROM: Steve Sheets, PE *SS*
Deputy Director, Department of Water Resources

SUBJECT: Recommendation to Renew BL048-23
Construction and Rehab of Gravity and Sewer Force Mains on an Annual Contract

DATE: March 3, 2025

REQUESTED ACTION

The Department of Water Resources recommends renewal of the above referenced contract with JDS Inc. in the amount of \$7,000,000.00.

DESCRIPTION

This contract provides for construction, replacement and rehabilitation of gravity sewers and force mains on an as-needed basis for utility relocations and urgent projects. This contract allows the Department of Water Resources to quickly move from design to construction in order to accommodate a project undertaken by another department or agency, or due to an unexpected high priority need in the sewer collection system. This contract is only used for planned efforts and does not address emergency repairs associated to the failure of an asset.

FINANCIAL

1. Estimated amount to be spent: \$7,000,000.00
2. Projected amount to be spent previous contract period: \$7,000,000.00
3. Do total obligations agree with "Action Requested"? Yes No
4. Budgeted: Yes No
5. Contact name: Adam Garmon Contact phone: (678)376-7181 *AG*

Page 2
Recommendation Letter
BL048-23

6. Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount	% of Award Amount
2025	504	211000		50807000	M-1182-01-1-02	\$500,000.00	7.1%
2025	504	211000		50807000	M-1183-01-1-02	\$3,000,000.00	42.9%
2026	504	211000		50807000	M-1182-01-1-02	\$500,000.00	7.1%
2026	504	211000		50807000	M-1183-01-1-02	\$3,000,000.00	42.9%
Total						\$7,000,000.00	100.0%

Transfer Required: Yes _____ No X _____

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:
20250405	20240674

Grants Public Hearing

Department:	Water Resources	Date Submitted:	04/11/2025
Working Session:	07/15/2025	Business Session:	07/15/2025
Submitted By:	Purchasing – Katie Maldonado – BB	Multiple Depts?	No
Agenda Type	Approval		
Item of Business:	Locked by Purchasing		No

to renew BL059-24, provision of trenchless stormwater pipe rehabilitation on an annual contract (August 21, 2025 through August 20, 2026), with Cajenn Construction and Rehab Services, Inc.; Southern Premier Contractors, Inc.; and Vortex Services, LLC, base bid \$16,000,000.00.

Attachments	Summary Sheet, Justification Letter
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Authorization:	Chairwoman's Signature?	No
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Staff Recommendation	Approval
BAC Action:	
Department Head	rmshelton (6/10/2025)
Attorney	nlwood (7/7/2025)

Agenda Purpose Only

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	Stormwater R&E	*	\$15,440,000	brainey (6/25/2025)
Yes	Stormwater Op	*	\$560,000	

Finance Comments	*The current balance in General Operating Expenses and Stormwater Rehab/Replacement and Lilburn Storm Drainage Replacement and Rehab projects are checked as items are purchased and services are provided. For FY2025, \$5,440,000 is allocated. For FY2026, \$10,560,000 is subject to budget approval.	FinDir's Initials
		raroyal (6/24/2025)

Budget Adjust Grand Jury

County Clerk Use Only		PH was Held? <input type="checkbox"/>
Working Session		No Action Taken Vote
Action	New Item	
Tabled		
Motion		
2nd by		

SUMMARY – BL059-24

Provision of Trenchless Stormwater Pipe Rehabilitation on an Annual Contract

PURPOSE:	This contract is used to rehabilitate stormwater pipe using cured-in-place pipe (CIPP) and centrifugally cast pipe technologies for pipes ranging in size from 12 inches to 120 inches in diameter. The use of trenchless rehabilitation methods is appropriate for the repair of pipes that have adequate capacity but have either degraded over time or have suffered damage.
LOCATION:	Various locations throughout Gwinnett County
AMOUNT TO BE SPENT:	\$16,000,000.00
PREVIOUS CONTRACT AWARD AMOUNT:	\$12,500,000.00
AMOUNT SPENT PREVIOUS CONTRACT:	\$12,500,000.00
UNIT PRICE INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):	9.3% increase
NUMBER OF BIDS/PROPOSALS DISTRIBUTED:	N/A
NUMBER OF RESPONSES:	N/A
PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) IF YES, NUMBER OF FIRMS REPRESENTED:	N/A
REASONS FOR LIMITED RESPONSE (IF RELEVANT):	N/A
RENEWAL OPTION NUMBER:	This is renewal option one (1) of four (4).
MARKET PRICES COMPARISON (FOR RENEWALS):	An analysis reveals that pricing is comparable to current market conditions.
CONTRACT TERM:	August 21, 2025 through August 20, 2026

COMMENTS:



MEMORANDUM

TO: Brittany Bryant, CPPB
Purchasing Associate III

THROUGH: Rebecca Shelton, PE *RS*
Director, Department of Water Resources

FROM: Steve Sheets, PE *SS*
Deputy Director, Department of Water Resources

SUBJECT: Recommendation to Renew BL059-24
Provision of Trenchless Stormwater Pipe Rehabilitation on an Annual Contract

DATE: March 4, 2025

REQUESTED ACTION

The Department of Water Resources recommends renewal of the above referenced contract in the amount of \$16,000,000.00 with the following vendors:

- Cajenn Construction and Rehab Services, Inc. (Sections A, C & D)
- Southern Premier Contractors, Inc. (Sections A, B, C & D)
- Vortex Services, LLC (Sections A & B)

DESCRIPTION

This contract is used to rehabilitate stormwater pipe using cured-in-place pipe (CIPP) and centrifugally cast pipe technologies for pipes ranging in size from 12 inches to 120 inches in diameter. The use of trenchless rehabilitation methods is appropriate for the repair of pipes that have adequate capacity but have either degraded over time or have suffered damage. Trenchless rehabilitation technologies have many benefits including reductions in traffic disruption, impact to property, cost, and construction duration when compared to traditional open cut repair and replacement. Pipes are identified for rehabilitation through the stormwater assessment program and resident requests.

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:
20250542	20240536

Grants Public Hearing

Department:	Water Resources	Date Submitted:	05/22/2025
Working Session:	07/15/2025	Business Session:	07/15/2025
Submitted By:	Purchasing – Katie Maldonado – JM	Multiple Depts?	No
Agenda Type	Approval		
Item of Business:	Locked by Purchasing		No

to renew BL075-23, installation of new water meters on an annual contract (July 19, 2025 through July 18, 2026), with UWS, Inc., base bid \$5,000,000.00.

Attachments	Summary Sheet, Justification Letter
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Authorization:	Chairwoman's Signature?	No
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Staff Recommendation	Approval
BAC Action:	Water and Sewerage Authority Approved on July 7, 2025, Vote 4-0.
Department Head	rmshelton (6/13/2025)
Attorney	nlwood (7/7/2025)

Agenda Purpose Only

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	Water & Sewer R&E	*	\$5,000,000	brainey (6/30/2025)

Finance Comments	Amount available in Water Meter Install / Replace project. In FY2025, \$2,500,000 is allocated. For FY2026, \$2,500,000 is subject to budget approval.	FinDir's Initials
		raroyal (6/30/2025)

Budget Adjust Grand Jury

County Clerk Use Only		PH was Held? <input type="checkbox"/>
Working Session	<input type="text"/>	<div style="border: 1px solid black; padding: 5px; min-height: 100px;">No Action Taken</div>
Action	<input type="text" value="New Item"/>	
Tabled	<input type="text"/>	
Motion	<input type="text"/>	
2nd by	<input type="text"/>	

SUMMARY – BL075-23
Installation of New Water Meters on an Annual Contract

PURPOSE:	This contract provides for the installation of two-inch and smaller water meters for new development.
LOCATION:	Various locations throughout Gwinnett County
AMOUNT TO BE SPENT:	\$5,000,000.00
PREVIOUS CONTRACT AWARD AMOUNT:	\$4,500,000.00
AMOUNT SPENT PREVIOUS CONTRACT:	\$4,500,000.00
UNIT PRICE INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):	10% increase
NUMBER OF BIDS/PROPOSALS DISTRIBUTED:	N/A
NUMBER OF RESPONSES:	N/A
PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) IF YES, NUMBER OF FIRMS REPRESENTED:	N/A
REASONS FOR LIMITED RESPONSE (IF RELEVANT):	N/A
RENEWAL OPTION NUMBER:	This is renewal option two (2) of four (4).
MARKET PRICES COMPARISON (FOR RENEWALS):	An analysis reveals that pricing is comparable to current market conditions.
CONTRACT TERM:	July 19, 2025 through July 18, 2026

COMMENTS:



MEMORANDUM

TO: Jordan Mitchell
Purchasing Associate II

THROUGH: Rebecca Shelton, PE *RS*
Director, Department of Water Resources

FROM: Steve Sheets, PE *SS*
Deputy Director, Department of Water Resources

SUBJECT: Recommendation to Renew BL075-23
Installation of New Water Meters on an Annual Contract

DATE: February 11, 2025

REQUESTED ACTION

The Department of Water Resources recommends renewal of the above referenced contract with UWS, Inc. in the amount of \$5,000,000.00.

DESCRIPTION

This contract provides for the installation of two-inch and smaller water meters for new development. Meters in this size range represent more than 90 percent of water customers. Installations are coordinated with the owners or developers as their projects are approved for meters and are typically on a tight schedule. Over 4,000 new meters have been installed under this contract each year since 2020.

To ensure consistency and control costs, the meters and fittings are purchased under a separate contracts and are provided to the installer by the Department of Water Resources.

FINANCIAL

1. Estimated amount to be spent: \$5,000,000.00
2. Projected amount to be spent previous contract period: \$4,500,000.00
3. Do total obligations agree with "Action Requested"? Yes No
4. Budgeted: Yes No
5. Contact name: Adam Garmon Contact phone: (678)376-7181 *AG*

Page 2
Recommendation Letter
BL075-23

6. Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount	% of Award Amount
2025	504	211000		50807000	F-0662-01-3-03	\$2,500,000.00	50%
2026	504	211000		50807000	F-0662-01-3-03	\$2,500,000.00	50%
Total						\$5,000,000.00	100%

Transfer Required: Yes _____ No X _____

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20250561	20240535		
Department:	Water Resources	Date Submitted:	05/27/2025
Working Session:	07/15/2025	Business Session:	07/15/2025
Submitted By:	Purchasing – Katie Maldonado – JM	Public Hearing:	
Agenda Type	Approval	Multiple Depts?	No
Item of Business:	Locked by Purchasing <input type="checkbox"/> No		
to renew BL060-22, repair and replacement of water service lines on an annual contract (July 20, 2025 through July 19, 2026), with The Dickerson Group, Inc., base bid \$1,250,000.00.			
Attachments	Summary Sheet, Justification Letter		
Authorization: Chairwoman's Signature?	<input type="checkbox"/> No		
Staff Recommendation	Approval		
BAC Action:	Water and Sewerage Authority Approved on July 7, 2025, Vote 4-0.		
Department Head	rmshelton (6/13/2025)		
Attorney	nlwood (7/7/2025)		
Agenda Purpose Only			

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	Water & Sewer Op	*	\$1,250,000	brainey (6/30/2025)
Finance Comments	*The current balance in Industrial R&M - Contracted is checked as services are provided. For FY2025, \$500,000 is allocated. For FY2026, \$750,000 is subject to budget approval.			FinDir's Initials raroyal (6/30/2025)

Budget Adjust Grand Jury

County Clerk Use Only		PH was Held? <input type="checkbox"/>
Working Session:	<input type="text"/>	<div style="border: 1px solid black; padding: 5px; min-height: 100px;">No Action Taken</div>
Action:	<input type="text" value="New Item"/>	
Tabled:	<input type="text"/>	
Motion:	<input type="text"/>	
2nd by:	<input type="text"/>	

SUMMARY – BL060-22
Repair and Replacement of Water Service Lines on an Annual Contract

PURPOSE:	This annual contract is for the non-emergency repair and replacement of small diameter water service lines, relocation of meters, abandonment of water service lines, and minor repair of water mains associated with service line failures throughout the County.
LOCATION:	Various locations throughout Gwinnett County
AMOUNT TO BE SPENT:	\$1,250,000.00
PREVIOUS CONTRACT AWARD AMOUNT:	\$1,500,000.00
AMOUNT SPENT PREVIOUS CONTRACT:	\$1,100,000.00
UNIT PRICE INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):	7% increase
NUMBER OF BIDS/PROPOSALS DISTRIBUTED:	N/A
NUMBER OF RESPONSES:	N/A
PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) IF YES, NUMBER OF FIRMS REPRESENTED:	N/A
REASONS FOR LIMITED RESPONSE (IF RELEVANT):	N/A
RENEWAL OPTION NUMBER:	This is renewal option three (3) of four (4).
MARKET PRICES COMPARISON (FOR RENEWALS):	An analysis reveals an approximate 17.3% increase in market pricing. However, the current vendor has agreed to renew with a 7% increase for the upcoming contract period.
CONTRACT TERM:	July 20, 2025 through July 19, 2026

COMMENTS:



MEMORANDUM

TO: Jordan Mitchell
Purchasing Associate II

THROUGH: Rebecca Shelton, PE *RS*
Director, Department of Water Resources

FROM: Steve Sheets, PE *SS*
Deputy Director, Department of Water Resources

SUBJECT: Recommendation to Renew BL060-22
Repair and Replacement of Water Service Lines on an Annual Contract

DATE: March 13, 2025

REQUESTED ACTION

The Department of Water Resources recommends renewal of the above referenced contract with The Dickerson Group, Inc. in the amount of \$1,250,000.00.

DESCRIPTION

This annual contract is for the non-emergency repair and replacement of small diameter water service lines. It also includes relocation of meters, abandonment of water service lines, and minor repair of water mains associated with service line failures throughout the County.

FINANCIAL

- 1. Estimated amount to be spent: \$1,250,000.00
- 2. Projected amount to be spent previous contract period: \$1,100,000.00
- 3. Do total obligations agree with "Action Requested"? Yes X No
- 4. Budgeted: Yes X No
- 5. Contact name: Adam Garmon Contact phone: (678)376-7181 *AG*

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:
20250633	20240657

Grants Public Hearing

Department:	Water Resources	Date Submitted:	06/10/2025
Working Session:	07/15/2025	Business Session:	07/15/2025
Submitted By:	Purchasing – Katie Maldonado – JM	Multiple Depts?	No
Agenda Type	Approval		
Item of Business:	Locked by Purchasing		No

to renew BL042-24, provision of variable frequency drive maintenance services on an annual contract (September 3, 2025 through September 2, 2026), with Electronic Maintenance Associates, Inc., base bid \$300,000.00.

Attachments	Summary Sheet, Justification Letter
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Authorization: Chairwoman's Signature?	No
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Staff Recommendation	Approval
BAC Action:	
Department Head	rmshelton (6/17/2025)
Attorney	nlwood (7/7/2025)

Agenda Purpose Only

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	Water & Sewer Op	*	\$300,000	brainey (6/30/2025)

Finance Comments	The current balance in Industrial R&M - Contracted is checked as services are provided. For FY2025, \$145,000 is allocated. For FY2026, \$155,000 is subject to budget approval.	FinDir's Initials
		raroyal (6/30/2025)

Budget Adjust Grand Jury

County Clerk Use Only		PH was Held? <input type="checkbox"/>
Working Session	<input type="text"/>	<div style="border: 1px solid black; padding: 5px; min-height: 100px;">No Action Taken</div>
Action	<input type="text" value="New Item"/>	
Tabled	<input type="text"/>	
Motion	<input type="text"/>	
2nd by	<input type="text"/>	

SUMMARY – BL042-24

Provision of Variable Frequency Drive Maintenance Services on an Annual Contract

PURPOSE:	This contract is used for the preventive maintenance and on-call repairs of variable frequency drives at DWR facilities on an as needed basis.
LOCATION:	Various locations throughout Gwinnett County
AMOUNT TO BE SPENT:	\$300,000.00
PREVIOUS CONTRACT AWARD AMOUNT:	\$390,000.00
AMOUNT SPENT PREVIOUS CONTRACT:	\$231,577.29
UNIT PRICE INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):	0%
NUMBER OF BIDS/PROPOSALS DISTRIBUTED:	N/A
NUMBER OF RESPONSES:	N/A
PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) IF YES, NUMBER OF FIRMS REPRESENTED:	N/A
REASONS FOR LIMITED RESPONSE (IF RELEVANT):	N/A
RENEWAL OPTION NUMBER:	This is renewal option one (1) of four (4).
MARKET PRICES COMPARISON (FOR RENEWALS):	An analysis reveals an approximate 9% increase in market pricing. However, the current vendor has agreed to renew with pricing held firm for the upcoming contract period.
CONTRACT TERM:	September 3, 2025 through September 2, 2026

COMMENTS:



MEMORANDUM

TO: Jordan Mitchell
Purchasing Associate II

THROUGH: Rebecca Shelton, PE *RS*
Director, Department of Water Resources

FROM: Sean Meyer *SM*
Deputy Director, Facility Operations

SUBJECT: Recommendation to Renew BL042-24 Variable Frequency Drive Maintenance Services on an Annual Contract

DATE: June 5, 2025

REQUESTED ACTION

The Department of Water Resources recommends renewal of the above referenced contract with Electronic Maintenance Associates, Inc. in the amount of \$300,000.00.

DESCRIPTION

This contract is used for the preventive maintenance and on-call repairs of variable frequency drives. Variable frequency drives allow electric motors to operate at more than one speed. The ability to adjust motor speed based on demand allows for more efficient operation of the motor, better control of pump speeds, and flexibility in operations.

FINANCIAL

1. Estimated amount to be spent: \$300,000.00
2. Projected amount to be encumbered and spent previous contract period: \$231,577.29
3. Do total obligations agree with "Action Requested"? Yes X No
4. Budgeted: Yes X No
5. Contact name: Adam Garmon Contact phone: 678-376-7181 *AG*

6. Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount	% of Award Amount
2025	501	111009	19090003	50404216		\$10,000.00	3.33%
2025	501	111009	19090006	50404216		\$10,000.00	3.33%
2025	501	111009	19090007	50404216		\$45,000.00	15.03%
2025	501	111008	19080007	50404216		\$50,000.00	16.67%
2025	501	111004	19040004	50404216		\$10,000.00	3.33%
2025	501	111004	19040005	50404216		\$10,000.00	3.33%
2025	501	111004	19040006	50404216		\$10,000.00	3.33%
2026	501	111009	19090003	50404216		\$10,000.00	3.33%
2026	501	111009	19090006	50404216		\$15,000.00	5.00%
2026	501	111009	19090007	50404216		\$55,000.00	18.33%
2026	501	111008	19080007	50404216		\$45,000.00	15.00%
2026	501	111004	19040004	50404216		\$10,000.00	3.33%
2026	501	111004	19040005	50404216		\$10,000.00	3.33%
2026	501	111004	19040006	50404216		\$10,000.00	3.33%
Total						\$300,000.00	100.00%

Transfer Required: Yes___ No X

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20250655	20240745		
Department:	Water Resources	Date Submitted:	06/16/2025
Working Session:	07/15/2025	Business Session:	07/15/2025
Submitted By:	Purchasing – Katie Maldonado – JM	Public Hearing:	
Agenda Type	Approval	Multiple Depts?	No
Item of Business:	Locked by Purchasing <input type="checkbox"/> No		
to renew BL080-24, inspection, maintenance, and repair of hoists and cranes on an annual contract (August 20, 2025 through August 19, 2026), with Material Handling Systems, Inc., base bid \$175,000.00.			
Attachments	Summary Sheet, Justification Letter		
Authorization: Chairwoman's Signature?	<input type="checkbox"/> No		
Staff Recommendation	Approval		
BAC Action:			
Department Head	rmshelton (6/17/2025)		
Attorney	nlwood (7/7/2025)		
Agenda Purpose Only			

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	Water & Sewer Op	*	\$175,000	brainey (7/1/2025)
Finance Comments	*The current balance in Industrial R&M - Contracted is checked as services are provided. For FY2025, \$99,000 is allocated. For FY2026, \$76,000 is subject to budget approval.			FinDir's Initials raroyal (6/30/2025)

Budget Adjust Grand Jury

County Clerk Use Only		PH was Held? <input type="checkbox"/>
Working Session:	<input type="text"/>	<div style="border: 1px solid black; height: 100px; display: flex; align-items: center; justify-content: center;"> No Action Taken </div>
Action:	<input type="text" value="New Item"/>	
Tabled:	<input type="text"/>	
Motion:	<input type="text"/>	
2nd by:	<input type="text"/>	

SUMMARY – BL080-24

Inspection, Maintenance, and Repair of Hoists and Cranes on an Annual Contract

PURPOSE:	This contract is used for the inspection, maintenance, and repair of Gwinnett County's hoists and cranes located at water production facilities, water reclamation facilities, water booster stations, and wastewater pump stations to ensure their reliable and safe operation.
LOCATION:	Various locations throughout Gwinnett County
AMOUNT TO BE SPENT:	\$175,000.00
PREVIOUS CONTRACT AWARD AMOUNT:	\$200,000.00
AMOUNT SPENT PREVIOUS CONTRACT:	\$149,232.71
UNIT PRICE INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):	1% increase
NUMBER OF BIDS/PROPOSALS DISTRIBUTED:	N/A
NUMBER OF RESPONSES:	N/A
PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) IF YES, NUMBER OF FIRMS REPRESENTED:	N/A
REASONS FOR LIMITED RESPONSE (IF RELEVANT):	N/A
RENEWAL OPTION NUMBER:	This is renewal option one (1) of four (4).
MARKET PRICES COMPARISON (FOR RENEWALS):	An analysis reveals an approximate 6.7% increase in market pricing. However, the current vendor has agreed to renew with a 1% increase for the upcoming contract period.
CONTRACT TERM:	August 20, 2025 through August 19, 2026

COMMENTS:



MEMORANDUM

TO: Jordan Mitchell
Purchasing Associate II

THROUGH: Rebecca Shelton, PE *RS*
Director, Department of Water Resources

FROM: Sean Meyer *SM*
Deputy Director, Facility Operations

SUBJECT: Recommendation for Renewal of BL080-24 Provision of services for Inspection, Maintenance, and Repair of Cranes and Hoists on an Annual Contract

DATE: July 15, 2025

REQUESTED ACTION

The Department of Water Resources recommends renewal of the above referenced contract to Material Handling Systems, Inc. in the amount of \$175,000.00.

DESCRIPTION

This contract is used for inspection, maintenance, and repairing overhead cranes and hoists to ensure their reliable and safe operation. The Department has hoists and cranes located at water production facilities, water reclamation facilities, water booster stations, and wastewater pump stations. These devices are used to lift and move equipment such as pumps and motors that can weigh hundreds or thousands of pounds.

FINANCIAL

- 1. Estimated amount to be spent: \$175,000.00
- 2. Projected amount to be spent previous contract period: \$149,232.71
- 3. Do total obligations agree with "Action Requested"? Yes X No
- 4. Budgeted: Yes X No
- 5. Contact name: Adam Garmon (DWR) Contact phone: 678-376-7181 *AG*

6. Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount	% of Award Amount
2025	501	111008	19080007	50404236		\$40,000.00	22.87%
2025	501	111009	19090003	50404236		\$5,000.00	2.86%
2025	501	111009	19090006	50404236		\$10,000.00	5.71%
2025	501	111009	19090007	50404236		\$30,000.00	17.14%
2025	501	111004	19040004	50404236		\$10,000.00	5.71%
2025	501	111004	19040005	50404236		\$2,000.00	1.14%
2025	501	111004	19040006	50404236		\$2,000.00	1.14%
2026	501	111008	19080007	50404236		\$40,000.00	22.87%
2026	501	111009	19090003	50404236		\$1,000.00	0.57%
2026	501	111009	19090006	50404236		\$2,000.00	1.14%
2026	501	111009	19090007	50404236		\$20,000.00	11.43%
2026	501	111004	19040004	50404236		\$10,000.00	5.71%
2026	501	111004	19040005	50404236		\$1,000.00	0.57%
2026	501	111004	19040006	50404236		\$2,000.00	1.14%
Total						\$175,000.00	100.00%

Transfer Required: Yes___ No X

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:
20250689	

Grants Public Hearing

Department:	Water Resources	Date Submitted:	06/26/2025
Working Session:	07/15/2025	Business Session:	07/15/2025
Submitted By:	Johanna Costley	Public Hearing:	
Agenda Type	Approval/authorization	Multiple Depts?	

Item of Business:	Locked by Purchasing	No
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for the Chairwoman to execute a Development Participation Agreement between Gwinnett County, the Gwinnett County Water and Sewerage Authority, and CKK Development Services, LLC to outline the responsibilities of the parties as it pertains to the installation of sewer improvements. CKK Development Services, LLC will pay \$4,000,000.00 to Gwinnett County as its share of the cost of the Phase 2 project and Gwinnett County will pay \$2,677,000.00 for the implementation of Phase 3. Subject to approval as to form by the Law Department.

Attachments	Justification memo, contract, map
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Authorization:	Chairwoman's Signature?	Yes
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Staff Recommendation	Approval
BAC Action:	Water & Sewerage Authority Approved on July 7, 2025, Vote 5-0.
Department Head	rmshelton (7/1/2025)
Attorney	nlwood (7/10/2025)

Agenda Purpose Only

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
No	Water & Sewer R&E	*	\$21,712,000	brainey (7/10/2025)
Finance Comments	*Upon approval, adjust revenue and appropriations as necessary to establish funding for the Middle Yellow River Interceptor Phase 2 project. For FY2025, \$35,000 is allocated. For FY2026-27, \$21,677,000 is subject to budget approval.			FinDir's Initials raroyal (7/10/2025)

Budget Adjust Grand Jury

County Clerk Use Only		PH was Held? <input type="checkbox"/>
Working Session	<input type="text"/>	<div style="border: 1px solid black; padding: 5px; min-height: 100px;">No Action Taken</div>
Action	<input type="text" value="New Item"/>	
Tabled	<input type="text"/>	
Motion	<input type="text"/>	
2nd by	<input type="text"/>	



MEMORANDUM

TO: Chairwoman
District Commissioners

THROUGH: Rebecca Shelton, PE *RS*
Director, Department of Water Resources

FROM: Lisa Willis, PE *LMW*
Assistant Director, Department of Water Resources

SUBJECT: Approval/Authorization to Execute a Development Participation Agreement with CKK
Development Services, LLC
Commission District 2/Ku

DATE: June 27, 2025

REQUESTED ACTION

The Department of Water Resources requests approval/authorization for the Chairwoman to execute a Development Participation Agreement between Gwinnett County, the Gwinnett County Water and Sewerage Authority, and CKK Development Services, LLC to outline the responsibilities of the parties as it pertains to the installation of sewer improvements.

DESCRIPTION

CKK Development Services, LLC has plans to develop multiple parcels along Oleander Drive comprising approximately 94 acres in unincorporated Gwinnett County into a 193 lot single-family detached residential development. There is currently no sewer in the area to serve this development. The parties desire to partner on implementation of sewer projects to extend sewer service to the basin.

In 2024, Gwinnett County completed Phase 1 of the Middle Yellow River Interceptor project which installed approximately 2,100 linear feet of 24-inch diameter gravity interceptor sewer from Highway 78 traveling north along the Yellow River at Riverside Drive.

This agreement is for partnership on Phases 2 and 3 of the sewer extension to serve a larger sewer basin. Phase 2 of the Middle Yellow River Interceptor Project extends an additional 5,900 linear feet of 24-inch gravity interceptor from Phase 1 traveling north to the development. Phase 3 extends approximately 4,025 linear feet further north from the Phase 2 project through the development along the Yellow River.

Under this agreement, CKK Development Services, LLC responsibilities are as follows:

- Pay to Gwinnett County \$4,000,000.00 as its share of the cost of the Phase 2 project.
- Design, permit, and construct the Phase 3 project and grant Gwinnett permanent easements for the future maintenance of the new gravity sewer within the proposed development.

Gwinnett County’s responsibilities are as follows:

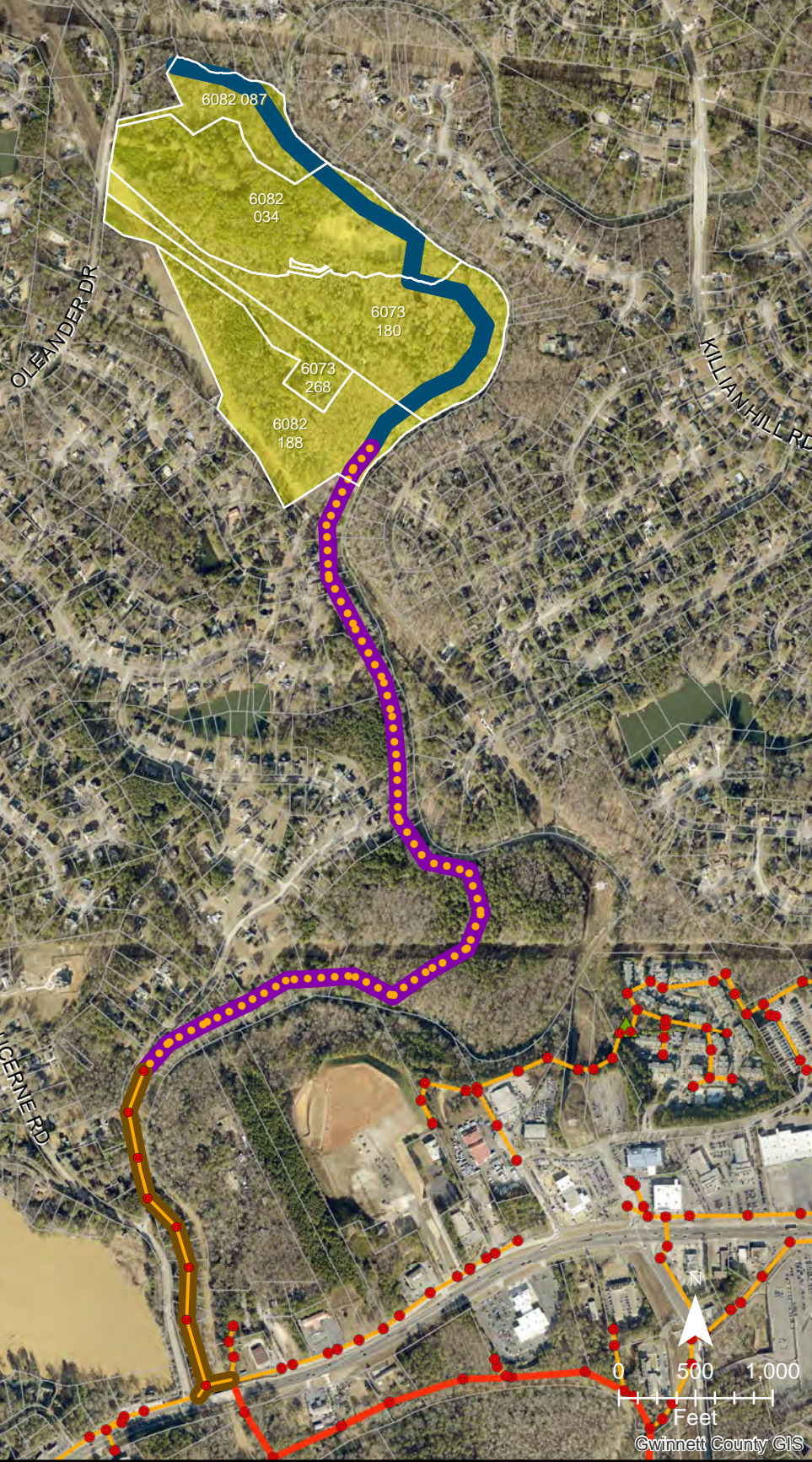
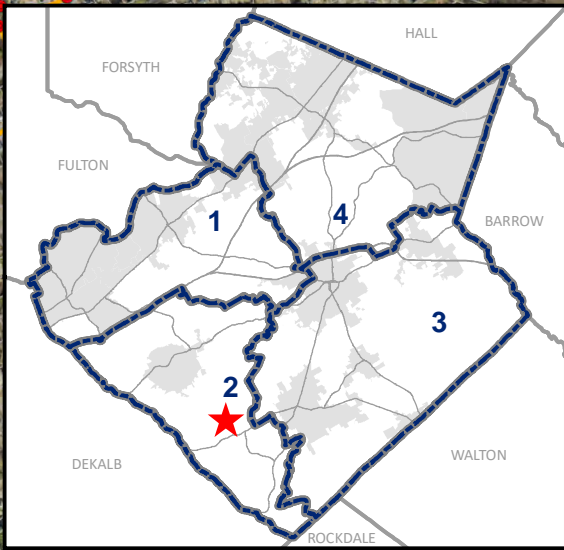
- Permit and construct the Phase 2 project.
- Pay to CKK Development Services, LLC \$2,677,000.00 for the implementation of the Phase 3 project.
- Operate and maintain the infrastructure upon completion and acceptance.

FINANCIAL

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount
2025	504	211000		50807000	F-1635-01-1-02	\$35,000.00
2025	504	211000		41601002	F-1635	\$1,400,000.00
2025	504	211000		49999997	O-0033	(\$1,365,000.00)
2026	504	211000		50807000	F-1635-01-1-02	\$13,338,500.00
2026	504	211000		42001002	O-0033	\$11,973,500.00
2026	504	211000		49999997	O-0033	\$1,365,000.00
2027	504	211000		50807000	F-1635-01-1-02	\$8,338,500.00
2027	504	211000		41601002	F-1635	\$2,600,000.00
2027	504	211000		42001002	O-0033	\$5,738,500.00
					Total	21,712,000.00

Transfer Required: Yes X No

If Yes, required entries:						
Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount
2025	504	211000		50807000	F-1635-01-1-02	\$35,000.00
2025	504	211000		41601002	F-1635	\$1,400,000.00
2025	504	211000		49999997	O-0033	(\$1,365,000.00)
2026	504	211000		50807000	F-1635-01-1-02	\$13,338,500.00
2026	504	211000		42001002	O-0033	\$11,973,500.00
2026	504	211000		49999997	O-0033	\$1,365,000.00
2027	504	211000		50807000	F-1635-01-1-02	\$8,338,500.00
2027	504	211000		41601002	F-1635	\$2,600,000.00
2027	504	211000		42001002	O-0033	\$5,738,500.00



- Developer Parcels
- Proposed Sewer Gravity Main
- Middle Yellow River Interceptor Phase 1
- Middle Yellow River Interceptor Phase 2
- Middle Yellow River Interceptor Phase 3
- Existing Sewer Manhole
- Existing Sewer Interceptor
- Existing Sewer Collector

Project Information

Project Name: Development Participation Agreement with CKK Development Services, LLC

Commission District: 2 - Ku

Project Description: Development Participation Agreement with CKK Development Services, LLC to partner on the installation of the Phase 2 and Phase 3 Middle Yellow River Interceptor Project



Date: 6/23/2025

After recording return to:
Gwinnett County Law Department

DEVELOPMENT PARTICIPATION AGREEMENT

GWINNETT COUNTY, GEORGIA

THIS DEVELOPMENT PARTICIPATION AGREEMENT (hereinafter, the “**Agreement**”) is made this ____ day of _____, 2025 (the “Effective Date”), by and among **GWINNETT COUNTY, GEORGIA**, a body corporate and politic and a political subdivision of the State of Georgia (hereinafter referred to as “Gwinnett County” or “Gwinnett”), the **GWINNETT COUNTY WATER AND SEWERAGE AUTHORITY**, a body corporate and politic and a political subdivision of the State of Georgia (hereinafter referred to as the “WSA”), and **CKK DEVELOPMENT SERVICES, LLC**, a limited liability company organized under the laws of the State of Georgia and authorized to do business in Georgia (hereinafter referred to as the “Developer”). Gwinnett County, the WSA, and the Developer may be referred to collectively as the “Parties.” Gwinnett County and the WSA may be referred to collectively as “Gwinnett.”

RECITALS

WHEREAS, the WSA owns sewer facilities used to provide sewer service within Gwinnett County, including but not limited to permanent sewer easements, manholes, gravity lines, force mains, sewer pump stations and other appurtenant facilities; and

WHEREAS, Gwinnett County operates the sewer facilities and appurtenances owned by the WSA to provide sewer service to the public for compensation; and

WHEREAS, the properties located at Parcel Identification Numbers (PINs) R6082-087, R6082-034, R6082-188, R6073-180, and R6073-268 (hereinafter, the “Oleander Property”) comprise approximately ninety-four (94) acres located in the lower Yellow River Basin parcel and more particularly described in a map attached hereto and incorporated herein by reference as Exhibit “A”; and

WHEREAS, the Developer is under contract to purchase the Oleander Property (the “Property Contracts”); and

WHEREAS, the Developer plans to develop the Oleander Property into a single family home residential development (hereinafter the “Development”); and

WHEREAS, the Developer has prepared a concept development plan for the Development dated June 27, 2025, attached hereto and incorporated herein by reference as Exhibit “B”; and

WHEREAS, the Oleander Property is being developed at a density which requires sewer service; however, it is in that portion of the Yellow River Basin located generally

between Killian Hill Road and Lake Lucerne Road that lacks sewer infrastructure and is currently developed with single-family houses which utilize septic tanks for wastewater treatment; and

WHEREAS, providing sewer to areas which are presently served by septic tanks is in keeping with Gwinnett's goals and protects public health and safety and the quality of the human environment; and

WHEREAS, to facilitate Gwinnett's goals, Gwinnett has developed plans to construct a 24-inch gravity interceptor sewer along a portion of the alignment of the Yellow River known as the Phase II Middle Yellow River Interceptor Project (hereinafter the "Middle Yellow River Project"); and

WHEREAS, the Middle Yellow River Project shall extend from the southern end of the Oleander Property moving south for approximately 5,900 linear feet following the general alignment of the Yellow River to tie into the previously constructed Phase I Middle Yellow River Interceptor as shown on Exhibit "A"; and

WHEREAS, Gwinnett has future plans to extend the Middle Yellow River Project north with 24-inch gravity sewer within the basin, two phases of which (hereinafter "Future Project A" and "Future Project B", Future Project A and Future Project B being herein referred to collectively as the "Future Project") will be located at the rear of the Development site along the Yellow River as shown on Exhibit "A"; and

WHEREAS, Future Project A will be comprised of approximately 1,798 linear feet of 24-inch gravity sewer and Future Project B will be comprised of approximately 2,227 linear feet of 24-inch sewer for a total of 4,025 linear feet; and

WHEREAS, incorporating Future Project A and Future Project B into construction of the Development will minimize future disruptions to the residents; and

WHEREAS, the Parties have agreed that each of them will work together in good faith to construct the Middle Yellow River Project, Future Project A, and Future Project B; and

WHEREAS, by participating with Gwinnett in this Agreement, upon the completion of the Middle Yellow River Project the Developer will be entitled to obtain water and sewer service from Gwinnett County for the Development, subject to the terms of this Agreement and payment of Gwinnett's connection fees and system development charges in place at the time the Developer connects to Gwinnett's water and sewer system.

TERMS AND CONDITIONS

For good and valuable mutual consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Recitals.

The above Recitals are true, correct and form a material part of this Agreement.

2. Obligations of CKK Development Services, LLC for the Middle Yellow River Project.

- a. In consideration for the performance by Gwinnett County of its obligations set forth in Section 4 hereof, the Developer shall pay Gwinnett County the following:
- i One Million Four Hundred Thousand Dollars (\$1,400,000) (the "First Installment") no later than thirty (30) days after the Effective Date; and
 - ii Two Million Six Hundred Thousand Dollars (\$2,600,000) (the "Second Installment") no later than thirty (30) days after Gwinnett County shall have completed the installation of the Middle Yellow River Project, as provided for in Section 4 hereof.

The Developer's obligation to pay the Second Installment shall be secured by a letter of credit issued by either Truist or Citibank in the amount of the Second Installment, which Gwinnett County shall be entitled to draw upon no earlier than twelve (12) months after the Effective Date, upon its certification to the issuer of the letter of credit that it is entitled to receive the Second Installment under the terms of this Agreement.

- b. Should the Developer fail to pay the First Installment required by Section 2(a), Gwinnett shall not be required to initiate the Middle Yellow River Project, this Agreement shall become null and void, and Gwinnett shall be released from any further obligation or performance under this Agreement.
- c. Should the Developer fail to pay the Second Installment, Gwinnett County shall not be required to grant water and sewer connections for the Development.
- d. Notwithstanding the provisions of paragraph a. hereof, in the event that on the date which is twelve (12) months after the Effective Date the Developer shall not have acquired the entirety of the Oleander Property, or in the event that any of the Purchase Contracts shall be terminated for any reason, the Developer shall have the right to terminate this Agreement by providing a notice to such effect to Gwinnett County. In the event that the Developer shall exercise such termination right, all of the parties hereto shall be released from all of their duties and obligations pursuant to this Agreement, except for the following:
- i In the event that as of the date on which the Developer shall exercise its right to terminate this Agreement, Gwinnett County shall have entered into a contract with a third party contractor party contractor providing for the installation of the Middle Yellow River Project, then Gwinnett County shall retain the First Installment; and

- ii In the event that as of the date on which the Developer shall exercise its right to terminate this Agreement, Gwinnett County shall have completed the installation of the Middle Yellow River Project as required by Section 4 hereof, Gwinnett County shall be entitled to receive the Second Installment.

3. Obligations of CKK Development Services, LLC for the Future Project.

- a. The Developer shall implement Future Project A and Future Project B as part of the Development:
 - i. Design, Plans and Specifications. Gwinnett County agrees to provide the Developer with all conceptual alignments, profiles and schematics for the Future Project as currently exist. The Developer shall pay all costs that shall be required to complete the design of Future Project A and Future Project B, including but not limited to the preparation of the plans and specifications subject to approval by Gwinnett regarding sewer depth, diameter, material and alignment, which shall comply with the Gwinnett County water and sewer standards currently in effect.
 - ii. Construction. The Developer shall construct Future Project A and Future Project B at its sole expense in accordance with the plans and specifications. The Developer shall utilize a Gwinnett County approved contractor for large sewer mains.
 - iii. Permits. The Developer shall at its sole expense obtain all governmental approvals, licenses and permits as may be required to build Future Project A and Future Project B whether from Gwinnett County, the State of Georgia, or the United States of America.
 - iv. Easements. The Developer shall grant Gwinnett permanent 50-foot easement for the future maintenance of the Future Project on the Oleander Property as depicted in Exhibit "B" at no cost to Gwinnett. Executed easements in favor of the WSA shall be provided to Gwinnett.
 - v. The Developer's obligations under this Section 3 are conditioned upon the completion of the installation of the Middle Yellow River Project, as provided for in Section 4 hereof.

4. Obligations of Gwinnett for the Middle Yellow River Project.

Except for the obligations of the Developer set forth in Section 2 above, Gwinnett shall be solely responsible for all other costs of the Middle Yellow River Project, including but not limited to:

- a. Design, Plans and Specifications. Gwinnett shall pay all costs to design the Middle Yellow River Project, including but not limited to the preparation of the plans and specifications, which shall comply with the water and sewer standards currently in effect.
- b. Construction. Gwinnett shall construct the Middle Yellow River Project in accordance with the plans and specifications.
- c. Permits. Gwinnett shall at its sole expense obtain all governmental approvals, licenses and permits as may be required to build the Middle Yellow River Project whether from Gwinnett County, the State of Georgia, or the United States of America.
- d. Easements. Gwinnett shall at its sole expense acquire all easements for the Middle Yellow River Project including, but not limited to, all real estate rights, whether in fee simple or in permanent sewer utility easements, temporary construction easements or rights of entry, along the alignment for locating, constructing, installing, maintaining, operating, repairing, and replacing sanitary sewer lines and related appurtenances as may be necessary to design or construct the Middle Yellow River Project.
- e. Schedule. Until the Oleander Property shall have been finally rezoned to a zoning classification that will permit the Development and the Developer pays the First Installment as set forth in Section 2(a), above, Gwinnett shall have no obligation to proceed with the Middle Yellow River Project. Provided the First Installment has been timely received, Gwinnett shall advertise the construction contract for the Middle Yellow River Project within ninety (90) days after receipt of the First Installment. Gwinnett shall complete construction of the Middle Yellow River Project within twenty-four (24) months after Gwinnett's award of a construction contract.
- f. Cost overruns, changes. Gwinnett County shall pay all costs of the Middle Yellow River Project above the Developer's share even if the final cost is more than is presently estimated.

5. Obligations of Gwinnett for Future Project.

Except for the obligations of the Developer as set forth in Section 3 above, Gwinnett shall be solely responsible for the following items related to the Future Project:

- a. No later than thirty (30) days after the time the Future Project A shall have been completed, as provided for in Section 3 hereof, Gwinnett County shall pay the Developer One Million Three Hundred Thirty-Eight Thousand Five Hundred Dollars (\$1,338,500).
No later than thirty (30) days after the time the Future Project B shall have been completed, as provided for in Section 3 hereof, Gwinnett County shall pay the

Developer One Million Three Hundred Thirty-Eight Thousand Five Hundred Dollars (\$1,338,500).

- b. Inspection and Operation and Maintenance. Gwinnett County shall inspect the construction of Future Project A and Future Project B and operate and maintain the infrastructure upon completion and acceptance.

6. Reservation of Rights.

Gwinnett reserves the right to utilize all real estate rights acquired for the Project for any and all purposes not inconsistent with the property rights herein obtained.

7. Remedies.

- a. In the event of a breach or attempted or threatened breach of the provisions of this instrument, the parties agree that the remedy at law available to enforce this instrument would in all likelihood be inadequate, and therefore, the provisions of this instrument may be enforced by a mandatory or prohibitory injunction or decree of specific performance upon the application of the party which is enforcing the provision.
- b. The remedies herein are in addition to and not in lieu of any other remedies available under applicable law.

8. Provision of Sewer Service to the Oleander Property.

After the Development is completed, and provided the Developer has fully complied with the payment obligations set forth in Section 2(a), above, the Developer may obtain sewer service for all single-family houses and the recreational amenity to be constructed on the Oleander Property subject only to payment of Gwinnett County's then current connection fees and water and sewer system development charges for each connection that is made to the Gwinnett's water and sewer system.

9. Entire Agreement.

This Agreement constitutes the entire agreement between CKK Development Services, LLC with Gwinnett County and the WSA with respect to the subject matter hereof and supersedes all prior agreements, understandings, discussions, negotiations, and undertakings, whether written or oral, and there are no inducements, representations, warranties or understandings that do not appear within the terms and provisions of this Agreement.

10. Severability.

If any provision of this Agreement is held by a court of competent jurisdiction to be illegal or unenforceable, the remaining provisions shall remain in full force and effect as if the illegal or unenforceable provision had never been contained in this Agreement.

11. Successors and Assigns.

The provisions of this Agreement shall be deemed and held to be easements, covenants and restrictions appurtenant to and running with the land, and shall bind and inure to the benefit of the parties and their successors, successors-in-title and assigns.

12. Evidence.

The Parties agree that if Gwinnett County or the WSA is sued in subsequent litigation concerning the Oleander Property or the Project, the Agreement may be introduced into evidence.

13. Attorneys' Fees.

Each party shall bear its own costs, expenses and claims to attorneys' fees incurred or arising out of the Agreement, the Oleander Property or the Project.

14. Controlling Law, Venue.

This Agreement was made and shall be performed in Gwinnett County, Georgia, and shall be construed and interpreted under the laws of the State of Georgia. Venue to enforce this Agreement shall be solely in the Superior Court of Gwinnett County, Georgia, and all defenses to venue are waived.

15. Further Assurances.

The Parties will sign any additional papers, documents and other assurances, and take all acts that are reasonably necessary to carry out the intent of this Agreement.

16. Construction.

This Agreement has been jointly negotiated and drafted. This Agreement shall be construed as a whole according to its fair meaning. The language of this Agreement shall not be constructed for or against either party.

17. Legal Advice.

In entering into this Agreement, the Parties acknowledge that their legal rights are affected by this Agreement and that they have sought and obtained the legal advice of their attorneys. Each Party has made such an investigation of the law and the facts pertaining to this Agreement and of all other matter pertaining thereto as it or they deem necessary. They further represent that the terms of this Agreement have been completely read by them and that all terms are fully understood and voluntarily accepted by them.

18. Amendment of Agreement.

Only a writing signed by each of the Parties may modify this Agreement.

19. Authority.

The signature of a representative of any Party to this Agreement is a warranty that the representative has authority to sign this Agreement and to bind any and all principals to the terms and conditions hereof.

20. Headings.

The headings of the paragraphs contained herein are intended for reference purposes only and shall not be used to interpret the Terms and Conditions contained herein or the rights granted hereby.

21. Time.

Time is of the essence with all duties and obligations set forth in this Agreement.

22. Notice.

- (a) Any notice or documentation must be sent to CKK Development Services, LLC at:

Duncan Corley
CKK Development Services, LLC
270 North Clayton Street
Lawrenceville, Georgia 30046
Email: duncan@cckkdev.com

- (b) Any notice or documentation must be sent to Gwinnett County at:

Gwinnett County Administrator
Gwinnett Justice and Administration Center
75 Langley Drive
Lawrenceville, Georgia 30046
Email: glenn.stephens@gwinnettcounty.com

With a copy to:
Gwinnett County Attorney
Gwinnett Justice and Administration Center
75 Langley Drive
Lawrenceville, Georgia 30046
Email: mike.ludwiczak@gwinnettcounty.com

- (c) Any notice or documentation must be sent to the WSA at:

Chairman
Gwinnett County Water and Sewerage Authority
684 Winder Highway

Lawrenceville, Georgia 30045
Email: Bkerlin@cityofbuford.com

With a copy to:
Director
Department of Water Resources
684 Winder Highway
Lawrenceville, Georgia 30045
Email: rebecca.shelton@gwinnettcountry.com

- (d) Notice via email is acceptable only as an additional method of notice to either regular or overnight mail.

IN WITNESS WHEREOF, this Agreement has been signed, sealed and delivered by the parties on the date above written.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

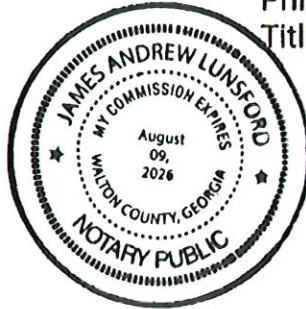
Signed, sealed and delivered in the presence of:

CKK DEVELOPMENT SERVICES, LLC

[Signature]
Unofficial Witness

By: *[Signature]*
Printed Name: Joshua "Duncan" Corley
Title: *President*

[Signature]
Notary Public



[Notarial Seal]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

Signed, sealed and delivered in the presence of:

GWINNETT COUNTY, GEORGIA

Unofficial witness

Nicole L. Hendrickson, Chairwoman
BOARD OF COMMISSIONERS

Notary Public

ATTEST:

[Notarial seal]

County Clerk

(County Seal)

Approved as to Form:

Senior Assistant County Attorney

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

GWINNETT COUNTY WATER AND
SEWERAGE AUTHORITY

By: _____ Printed
Name: _____
Chairman

ATTEST:

Printed Name: _____
Secretary

Signed, sealed and delivered in the
presence of:

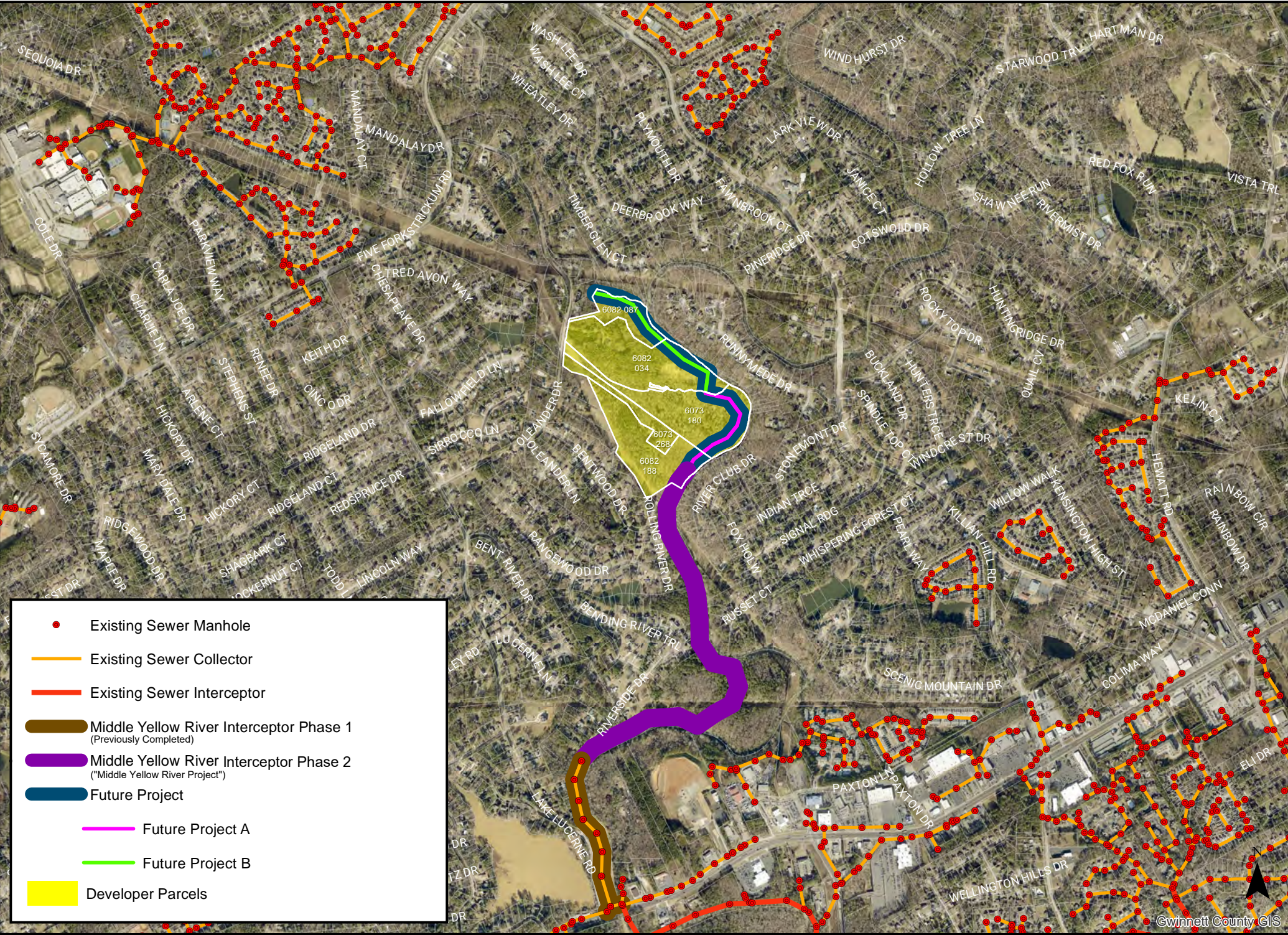
NOTARY:

Unofficial witness

[Notarial seal]

Approved as to Form:

Attorney



- Existing Sewer Manhole
- Existing Sewer Collector
- Existing Sewer Interceptor
- Middle Yellow River Interceptor Phase 1
(Previously Completed)
- Middle Yellow River Interceptor Phase 2
("Middle Yellow River Project")
- Future Project
- Future Project A
- Future Project B
- Developer Parcels

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20250691			
Department:	Water Resources	Date Submitted:	06/26/2025
Working Session:	07/15/2025	Business Session:	07/15/2025
Submitted By:	Johanna Costley	Public Hearing:	
Agenda Type	Approval/authorization	Multiple Depts?	
Item of Business:		Locked by Purchasing	No
<p>for the Chairwoman to execute an Intergovernmental Agreement between Gwinnett County, the Gwinnett County Water and Sewerage Authority, and Rockdale County to outline the responsibilities of the parties as it pertains to two emergency water usage connections for Rockdale County. Subject to approval as to form by the Law Department.</p>			
Attachments	Justification Memo, Contract, Map		
Authorization: Chairwoman's Signature?	Yes		
Staff Recommendation	Approval		
BAC Action:	Water and Sewerage Authority Approved on July 7, 2025, Vote 5-0.		
Department Head	rmshelton (7/1/2025)		
Attorney	nlwood (7/8/2025)		
Agenda Purpose Only			

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
	N/A	*	N/A	brainey (7/7/2025)
Finance Comments	*No budget impact			FinDir's Initials
				raroyal (7/7/2025)

Budget Adjust Grand Jury

County Clerk Use Only			PH was Held? <input type="checkbox"/>
Working Session:	<input type="text"/>	Vote	<div style="border: 1px solid black; min-height: 100px; padding: 5px;">No Action Taken</div>
Action:	<input type="text" value="New Item"/>		
Tabled:	<input type="text"/>		
Motion:	<input type="text"/>		
2nd by:	<input type="text"/>		



MEMORANDUM

TO: Chairwoman
District Commissioners

THROUGH: Rebecca Shelton, PE *RS*
Director, Department of Water Resources

FROM: Lisa Willis, PE *LMW*
Assistant Director, Department of Water Resources

SUBJECT: Approval/Authorization to Execute an Intergovernmental Agreement with Rockdale County

DATE: June 23, 2025

REQUESTED ACTION

The Department of Water Resources requests approval/authorization for the Chairwoman to execute an Intergovernmental Agreement between Gwinnett County, the Gwinnett County Water and Sewerage Authority, and Rockdale County to outline the responsibilities of the parties as it pertains to two emergency water usage connections for Rockdale County.

DESCRIPTION

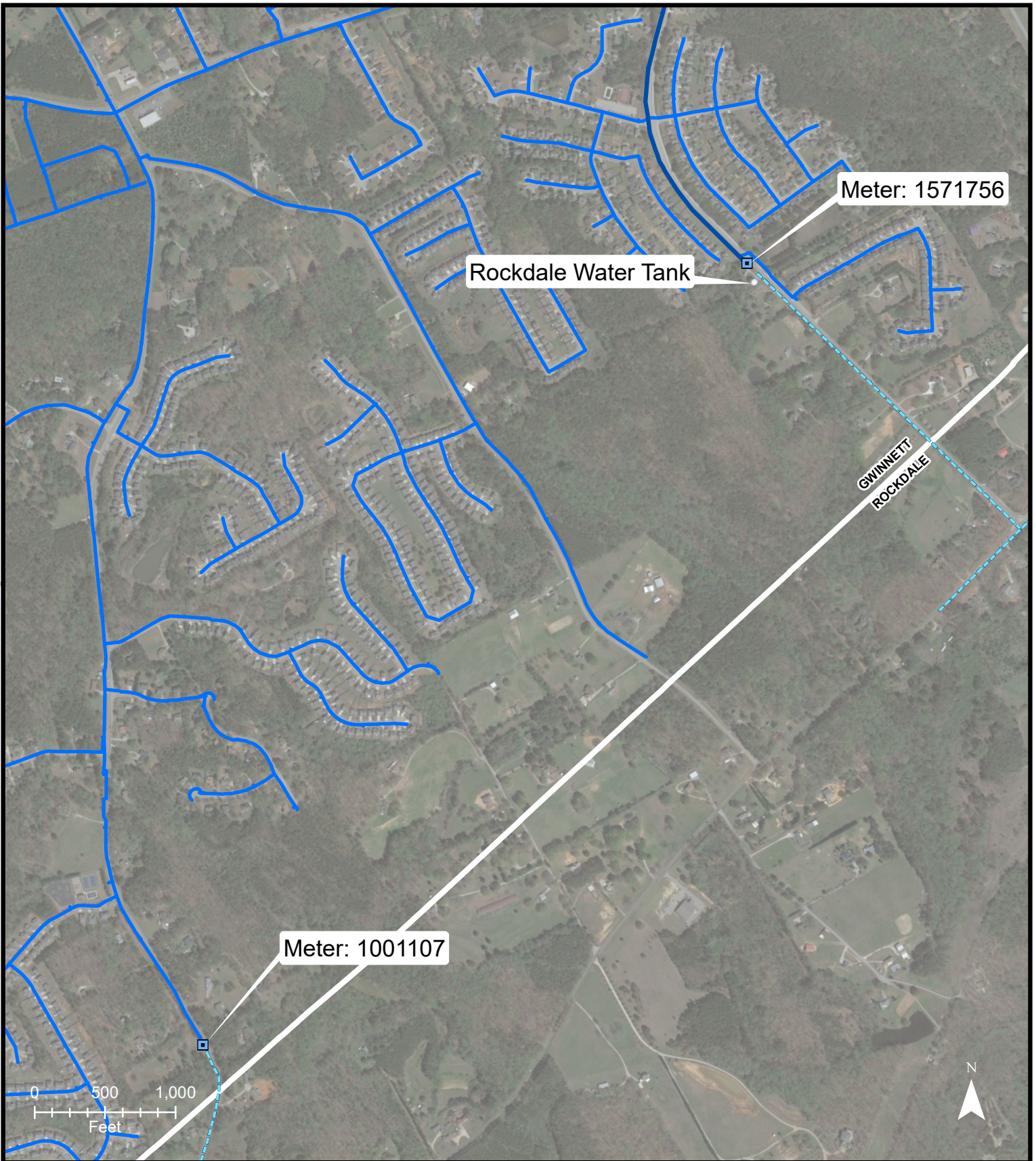
Rockdale County desires to partner with Gwinnett County for an interconnection of water systems for Gwinnett County to sell water to Rockdale County on an emergency basis. Rockdale County is required under its Public Water Supply Permit with the Georgia Environmental Protection Division to have a secondary water connection. This agreement will replace a previously expired water connection agreement between the counties.

Under this agreement, Gwinnett County's responsibilities are as follows:

- Sell water to Rockdale County on an emergency basis.
- Operate and maintain two water meters for the interconnection.

Rockdale County's responsibilities are as follows:

- Communicate to Gwinnett County via phone or email prior to any usage and in writing within seven (7) days.
- Pay to Gwinnett County the current base water rate for emergency usage and two times the base rate for any non-emergency usage.



Project Information

Project Name: Rockdale County Emergency Water Usage

Project Number:

Commission District: 3 - Jasper Watkins III



Date: 5/27/2025

After recording return to:
Gwinnett County Law Department

**EMERGENCY WATER USAGE AGREEMENT BETWEEN
GWINNETT COUNTY, GWINNETT COUNTY WATER AND SEWERAGE
AUTHORITY AND ROCKDALE COUNTY**

STATE OF GEORGIA
COUNTY OF ROCKDALE
COUNTY OF GWINNETT

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter, the "Agreement"), is made and entered into on the ____day of _____, 2025, by and among GWINNETT COUNTY, GEORGIA, a body corporate and politic and a political subdivision of the State of Georgia, acting by and through its duly elected Governing Authority, (hereinafter referred to as "Gwinnett County"), the GWINNETT COUNTY WATER & SEWERAGE AUTHORITY, a body corporate and politic and a political subdivision of the State of Georgia, acting by and through its duly appointed Governing Authority, (hereinafter referred to as the "WSA"), and ROCKDALE COUNTY, GEORGIA, a body corporate and politic and a political subdivision of the State of Georgia, acting by and through its duly elected Governing Authority, (hereinafter referred to as "ROCKDALE "). Gwinnett County and the WSA are collectively referred to as "GWINNETT". Gwinnett County, the WSA and ROCKDALE are collectively referred to as the "PARTIES" or individually as the "PARTY".

RECITALS:

WHEREAS, ROCKDALE has an existing water system serving its residents; and

WHEREAS, ROCKDALE maintains its own storage, distribution and delivery system to service its present and future customers and shall be responsible for billing and collecting water service charges from its customers; and

WHEREAS, ROCKDALE is required under its Public Water Supply Permit with the Georgia Environmental Protection Division (EPD) to have a secondary water connection; and

WHEREAS, ROCKDALE wishes to purchase a supply of water from GWINNETT for emergency usage on an emergency basis; and

WHEREAS, GWINNETT is willing, for the periods of time and under the terms and conditions as hereinafter set forth, to provide ROCKDALE with an emergency supply of water on an emergency basis for distribution in its system; and

WHEREAS, the Parties are authorized, pursuant to the provisions of Article IX, Section III, Paragraph I of the Constitution of the State of Georgia, to enter into this Agreement; and

NOW, THEREFORE, in consideration of the premises and the mutual undertakings as hereinafter set out, it is mutually agreed by and among ROCKDALE, and GWINNETT, each acting by and through their duly authorized officials and governing authorities, pursuant to resolutions duly, legally and properly adopted, all as same appear of record on the official minutes of each, as follow.

1. TERM OF AGREEMENT

This Agreement shall be in effect on the date of execution as shown above and shall continue in effect for twenty-five (25) years.

2. GWINNETT COUNTY'S OBLIGATIONS TO SELL WATER TO ROCKDALE

- a) ROCKDALE may connect and take water from GWINNETT's water system under the terms and conditions as set forth in this Agreement. ROCKDALE expressly acknowledges and agrees that its use of water pursuant to this Agreement shall be limited to emergency use only. Non-emergency use of water by ROCKDALE shall be prohibited. Emergency water usage by ROCKDALE, at a minimum, must be communicated to the Deputy Director of Field Operations of the Gwinnett County Department of Water Resources via phone or email prior to usage and then in writing within seven (7) days of each occurrence. If timely written notice is not received or water is consumed for a prohibited non-emergency reason, all usage will be considered non-emergency and will be charged the non-emergency rate outlined in section 5(a) herein.
- b) GWINNETT agrees to sell water to ROCKDALE on an emergency-only basis, subject only to GWINNETT's ability to adequately serve GWINNETT customers. In the event that emergency use of water by ROCKDALE, when combined with use of water by Gwinnett County customers, would result in water demand in excess of GWINNETT's water withdrawal or water plant operating permit limits or would otherwise impact GWINNETT's ability to serve its regular customers, GWINNETT may unilaterally suspend ROCKDALE's ability to receive water under this Agreement upon thirty (30) days written notice to ROCKDALE. GWINNETT shall provide ROCKDALE written notice that emergency water usage may resume when there is sufficient water supply available.

3. METERS

Gwinnett County shall maintain two water meters identified as Gwinnett County meter identification numbers 1571756 and 10001107 to which ROCKDALE may connect. Said meters are located near the intersection of Lenora Church Road and Meadow Point Drive and on Mink Livsey Road at the County line, as shown in Exhibit "A" attached hereto and incorporated herein by reference. ROCKDALE agrees to pay, within thirty (30) days of billing by Gwinnett County, the actual cost of any maintenance of this meter. The meter identification number may change over time as the meter is serviced or replaced.

4. RATE

- a) ROCKDALE agrees to pay for all water used based on the following tier rate structure:

Gallons per day (gpd)	per 1,000 gallons
Emergency usage	Current Gwinnett County base water Rate
Non-emergency usage	Two times the current base water rate

- b) ROCKDALE acknowledges and agrees to the rate imposed by the then current rate resolution approved by the Gwinnett County Board of Commissioners during the life of this agreement. Attached hereto and incorporated herein by reference as Exhibit "B" is the 2025 rates and fee schedule in place at the time of execution of this Agreement.

5. PAYMENT

- a) ROCKDALE agrees to pay, within thirty (30) days of billing by Gwinnett County, for all water flows provided by GWINNETT based on the rates outlined in this Agreement.
- b) Should ROCKDALE fail to pay the amount of the bill for any water delivered to ROCKDALE by GWINNETT, for meter maintenance or for a flow control device within the period herein provided, then Gwinnett County shall have the right to charge a late fee, up to 10% monthly, which shall be added to each bill. In the event of nonpayment, GWINNETT reserves the right to cease delivering water to ROCKDALE provided thirty (30) days' notice of intent to do so is given to ROCKDALE and ROCKDALE fails to make payment of all past due amounts, including any penalty, within such thirty (30) day period.
- c) The obligation of ROCKDALE to pay for water delivered under this Agreement shall never be construed to be a debt of ROCKDALE requiring it to levy and collect a tax to discharge the same but shall be an operating charge of its water and

sewerage system ranking equally to charges for salaries, wages and other operating expenses of such system. ROCKDALE covenants at all times to establish, maintain, prescribe and collect fees, tolls and charges for water and sewerage facilities furnished its customers sufficient to provide funds for the payment of all obligations of ROCKDALE under this Agreement.

6. NOTIFICATION

ROCKDALE agrees to notify the Deputy Director of Field Operations of the Gwinnett County Department of Water Resources via phone or email prior to usage and then in writing within seven (7) days of any water usage.

7. SERVICE FAILURES

Gwinnett County agrees to operate GWINNETT's water system in a reasonable and customary manner and to take all reasonable steps to restore water service should interruptions occur. Should interruptions or service failures of any kind occur, to the extent permitted by law, ROCKDALE waives any action at law or equity it may have against GWINNETT, other than for specific performance for the enforcement of this Agreement. To the extent permitted by law, ROCKDALE further agrees to indemnify and hold GWINNETT harmless from any action by any ROCKDALE customer.

8. FLOW CONTROL DEVICES

GWINNETT shall have the right to install a suitable flow control device to limit the rate of flow from GWINNETT's Water System. Said device may be installed at GWINNETT's sole discretion if hourly rates of flow to ROCKDALE, in the opinion of GWINNETT are excessive. ROCKDALE agrees to pay, within thirty (30) days of billing, the cost of acquiring and installing said device.

9. RULES AND REGULATIONS

- a) ROCKDALE shall adopt and enforce all rules, regulations, and standards for water quality, conservation, and stormwater management as adopted by Gwinnett County in conformity with the rules, regulations and plans adopted by the Metropolitan North Georgia Water Planning District for all portions of ROCKDALE.
- b) ROCKDALE agrees to comply with all rules and regulations which Gwinnett County has now or may in the future impose on its customers, including but not limited to such water conservation or water use restrictions in response to state-imposed drought emergencies and/or emergency measures as bans on water sprinkling, hydrant flushing, car washing, and similar uses.

10. FORCE MAJEURE

- a) In case by reason of force majeure either party hereto shall be rendered unable wholly, or in part, to carry out its obligations under this Agreement, then if such party shall give notice and full particulars of such force majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period, and any such party shall endeavor to remove or overcome such inability with all reasonable dispatch.
- b) The term "force majeure" as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of a public enemy, orders of any kind of the Government of the United States or the State of Georgia or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipe lines, partial or entire failure of water supply and inability on the part of GWINNETT to deliver water hereunder, or ROCKDALE to receive water hereunder, on account of any other causes not reasonably within the control of the party claiming such inability.

11. SEVERABILITY

If any phrase, clause, sentence, paragraph or section of this contract shall be held invalid or unconstitutional by any court of competent jurisdiction of this State or of the United States, such adjudication shall in nowise affect any of the remaining provisions hereof, all of which shall remain in full force and effect.

12. WAIVER

A failure to initiate action as to any breach shall not be deemed as a waiver of that right of action and all such rights of action shall be cumulative.

13. ASSIGNMENT

No assignment of this Agreement shall be permitted without the approval of the PARTIES.

14. EXCLUSIVE AGREEMENT

Upon the execution of this Agreement by the PARTIES hereto, any and all other agreements or contracts heretofore entered into by and between ROCKDALE and GWINNETT pertaining to the sale and supply of water from GWINNETT's water system shall become and shall be null and void and of no force and effect.

15. DISPUTE RESOLUTION

If any disagreement shall arise with reference to the construction of any of the terms or provisions of this Agreement, or with reference to any matter connected with same, such disagreement or dispute may be submitted to mediation by a mediator appointed as provided herein. GWINNETT shall provide a list of three (3) individuals as the proposed mediator. Each person suggested by GWINNETT shall be a professional with not less than ten (10) years' experience in water production and distribution. ROCKDALE shall select one (1) of those individuals from the list proposed by GWINNETT. If ROCKDALE refuses to select a mediator from the list proposed by GWINNETT, the PARTIES may petition the Gwinnett Superior Court to appoint a mediator. Mediation as provided herein shall not affect the legal rights and remedies of GWINNETT or of ROCKDALE.

16. GOVERNING LAW

Each and every provision of this Agreement shall be construed in accordance with and governed by Georgia law. The PARTIES acknowledge that this Agreement is executed in Gwinnett County, Georgia and each party hereby consents to the Gwinnett Superior Court's sole jurisdiction over any dispute which arises as a result of the execution or performance of this Agreement which is not otherwise resolved through mediation, and each party hereby waives any and all objections to venue in Gwinnett Superior Court.

17. TERMINATION

Any party may unilaterally terminate this Agreement, in whole or in part, for any reason whatsoever. The terminating party shall terminate by delivering to the other parties, upon at least ninety (90) days' notice, a Notice of Termination specifying the nature, extent, and effective date of termination.

18. NOTICE

- a) Any notice or documentation shall be sent to the ROCKDALE at:

Chairman
Rockdale County Board of Commissioners
P.O. Box 289
Conyers, Georgia 30012

With copy to:
Rockdale County Attorney
913 Commercial Street
Conyers, Georgia 30012

- b) Any notice or documentation shall be sent to Gwinnett County at:

Gwinnett County Administrator
Gwinnett Justice and Administration Center
75 Langley Drive
Lawrenceville, Georgia 30046

With a copy to:
Gwinnett County Attorney
Gwinnett Justice and Administration Center
75 Langley Drive
Lawrenceville, Georgia 30046

- c) Any notice or documentation must be sent to the WSA at:

Chairman
Gwinnett County Water and Sewerage Authority
684 Winder Highway
Lawrenceville, Georgia 30045

With a copy to:
Director
Department of Water Resources
684 Winder Highway
Lawrenceville, Georgia 30045

- d) Notice via email is acceptable only as an additional method of notice to either regular or certified mail.

IN WITNESS WHEREOF, the PARTIES hereto, acting by and through their duly authorized officials, have caused this Agreement to be executed in one or more counterparts, each to be considered as an original, by their authorized representative the day and date herein above written.

ROCKDALE COUNTY, GEORGIA

By: JaNiece Van Ness
JaNiece Van Ness, Chair & CEO

Signed, sealed and delivered in the presence of:

ATTEST:

Unofficial witness



APPROVED AS TO SUBSTANCE:

APPROVED AS TO FORM:

Director
Rockdale Water Resources

NDK
Rockdale Attorney

GWINNETT COUNTY, GEORGIA

By: _____
Nicole Love Hendrickson, Chairwoman

Signed, sealed and delivered in the presence of:

ATTEST:

Unofficial witness

County Clerk
(County Seal)

APPROVED AS TO FORM:

County Attorney



EXHIBIT B

GWINNETT COUNTY
WATER RESOURCES
DWR RATES AND FEE SCHEDULE
JANUARY 2025

Residential Accounts - Monthly Charges and Fees (Note 1)						
Meter	Base Charges (Note 2)		Water Usage Rates (Note 3)			Sewer Rates
			Tier 1	Tier 2	Tier 3	
Meter Size	Base Water Charge	Base Sewer Charge	Cost per 1,000 Gallons (0-8,000 Gallons)	Cost per 1,000 Gallons (8,001-12,000 Gallons)	Cost per 1,000 Gallons (12,001+ Gallons)	Sewer Charge per 1,000 Gallons of Water Used
3/4"	\$7.50	\$7.50	\$5.78	\$8.67	\$11.56	\$9.43
1"	\$16.50	\$7.50	\$5.78	\$8.67	\$11.56	\$9.43
1 1/2"	\$27.00	\$7.50	\$5.78	\$8.67	\$11.56	\$9.43
2"	\$52.50	\$7.50	\$5.78	\$8.67	\$11.56	\$9.43

Notes

1. The monthly billing cycle represents the time between two consecutive bills issued from Gwinnett County Water Resources and typically ranges from 28 – 33 days as needed to account for holidays, weekends, and meter reading schedule. It does not necessarily follow a calendar month specifically.
2. The monthly base charge for all service types provided. All sewer accounts will be charged a monthly sewer base fee and a water base fee.
3. The tiered rates are calculated in an escalating manner. For example, if a customer used 9,000 gallons of water, Tier 1 rates would apply to the first 8,000 gallons, and Tier 2 rates would apply for the next 1,000 gallons. Tier 2 rates would not apply to the entire volume.