

OFFICIAL MEETING MINUTES

GWINNETT COUNTY WATER AND SEWERAGE AUTHORITY AGENDA Monday, January 9, 2023 - 4:00 P.M.

Department of Water Resources, Training Room 684 Winder Highway, Lawrenceville, Ga. 30045

Present:

B. Kerlin, JC Lan, B. Martin, C. Thompson (W. Allick – Absent)

- I. Call to Order
- II. Approval of Agenda

Action Approved: Motion: Thompson; Second: Lan; Vote 4-0 (Kerlin - Yes; Lan - Yes; Martin - Yes; Thompson - Yes; Allick - Absent)

III. Approval of Minutes - December 5, 2022

Action Approved: Motion: Lan; Second: Thompson; Vote 4-0 (Kerlin - Yes; Lan - Yes; Martin - Yes; Thompson - Yes; Allick - Absent)

IV. Award of OS037-22, provision of products and services for the SUEZ ozone generator systems on an annual contract (January 18, 2023 through January 17, 2024), to SUEZ Treatment Solutions, Inc., base amount \$1,718,900.00.

Action Approved: Motion: Lan; Second: Martin; Vote 4-0 (Kerlin - Yes; Lan - Yes; Martin - Yes; Thompson - Yes; Allick - Absent)

V. Approval to renew OS034-20, purchase of products and services for Hach equipment on an annual contract (January 18, 2023 through January 17, 2024), with Hach Company, base amount \$600,000.00.

Action Approved: Motion: Thompson; Second: Martin; Vote 4-0 (Kerlin - Yes; Lan - Yes; Martin - Yes; Thompson - Yes; Allick - Absent)

VI. Approval to renew BL042-19, replacement of water meters, 2 inches and smaller, on an annual contract (May 8, 2023 through May 7, 2024), with UWS, Inc., base bid \$660,000.00.

Action Approved: Motion: Martin; Second: Lan; Vote 4-0 (Kerlin - Yes; Lan - Yes; Martin - Yes; Thompson - Yes; Allick - Absent)

VII. Approval/authorization for the Chairwoman to execute a Contract Item Agreement (CIA) with the Georgia Department of Transportation (GDOT), for utility relocations associated with the SR 140 Jimmy Carter Boulevard at SR13 Buford Highway intersection, GDOT P.I. 0015983, for an estimated cost of \$672,330.00. Subject to approval as to form by the Law Department.

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Action Approved: Motion: Lan; Second: Thompson; Vote 4-0 (Kerlin - Yes; Lan - Yes; Martin - Yes; Thompson - Yes; Allick - Absent)

VIII. Approval/authorization of a Supplemental Resolution approving the forms, terms and conditions and authorizing the execution, delivery, and performance of a Loan Agreement and Note relating to a loan from the Clean Water State Revolving Fund, administered by Georgia Environmental Finance Authority (GEFA), amount not to exceed \$50,000,000; and for other related purposes. Approved as to form by the Law Department.

Action Approved: Motion: Lan; Second: Martin; Vote 4-0 (Kerlin - Yes; Lan - Yes; Martin - Yes; Thompson - Yes; Allick - Absent)

IX. Approval/Authorization for the Chairman of the Gwinnett County Water and Sewerage Authority to execute an Easement Stipulation Agreement between the Gwinnett County Water and Sewerage Authority and the Rowen Foundation, Inc. for the Rowen Phase I Development project. Subject to approval as to form by the Authority's attorney.

Action Approved: Motion: Thompson; Second: Martin; Vote 4-0 (Kerlin - Yes; Lan - Yes; Martin -Yes; Thompson - Yes; Allick - Absent)

- X. Comments
- XI. Executive Session for the purpose of discussing or voting to authorize negotiations to purchase, dispose of, or lease property.

TO GO INTO EXECUTIVE SESSION:

Action Approved: Motion: Martin; Second: Lan; Vote 4-0 (Kerlin- Yes; Lan - Yes; Martin - Yes; Thompson - Yes)

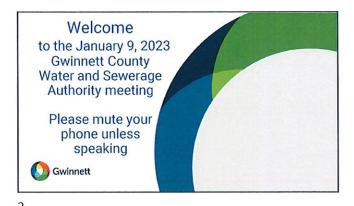
TO COME OUT OF EXECUTIVE SESSION:

Action Approved: Motion: Martin; Second: Thompson; Vote 4-0 (Kerlin - Yes; Lan - Yes; Martin -Yes; Thompson - Yes)

XII. Adjourn

(Action: Unanimous Approval)











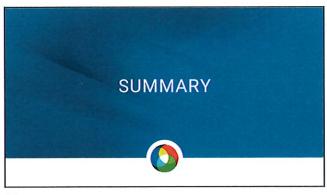








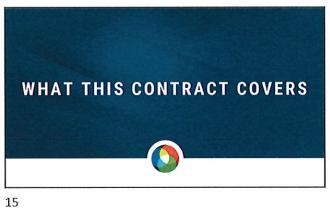


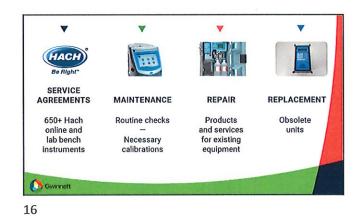




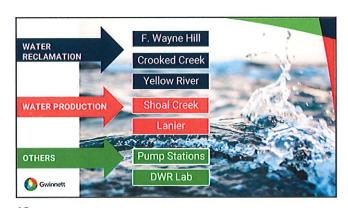




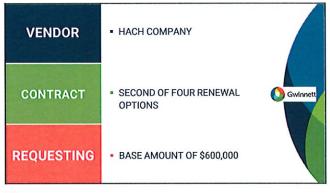




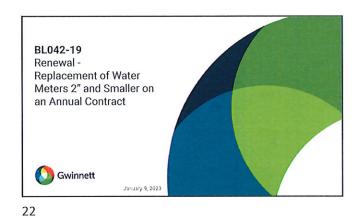


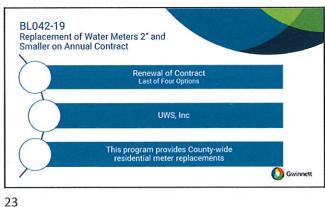


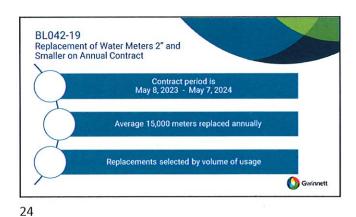


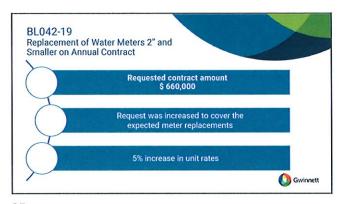




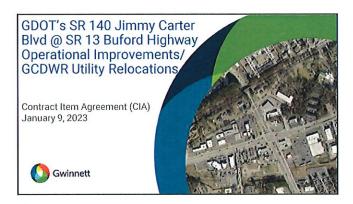












Commission Districts

Commission District: 1 - Carden

GDOT's SR 140 Jimmy Carter Blvd @
SR 13 Buford Highway Operational Improvements/GCDWR Utility Relocations

27 28

Project Location

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GDOT's SR 140 Jimmy Carter Blvd @ SR 13 Buford Highway Operational Improvements/GCDWR Utility Relocations



Project Description

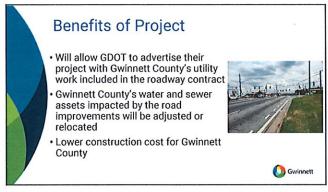
• <u>GDOT</u>:

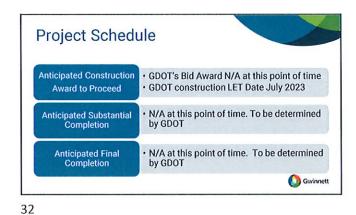
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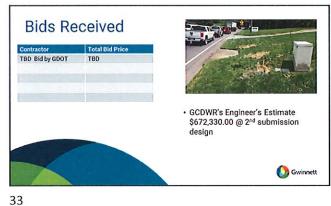
- Roadway operational improvements (new walls, sidewalks, storm drains, traffic lanes, and a raised concrete median)
- Impacts to Gwinnett County's existing water and sewer facilities that must be relocated
- · Gwinnett County:
- Relocate 975 linear feet of ductile iron water main
- Relocate 116 linear feet of ductile iron sewer main
- Includes abandoning, adjusting and relocating associated water & sewer appurtenances



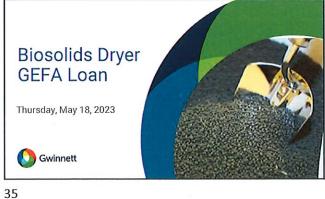












Agenda **Biosolids Problem Statement** Biosolids Dryer **Project Funding GEFA Loan**

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One of the goals for this project is to meet the Commissioners' Strategic Priorities by:

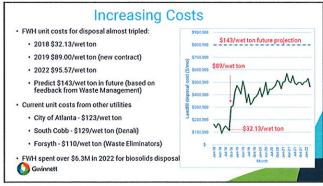
• Maintaining financial stability

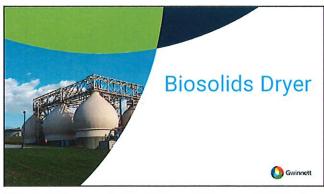
• Reducing service delivery cost

• Providing a sustainable solution

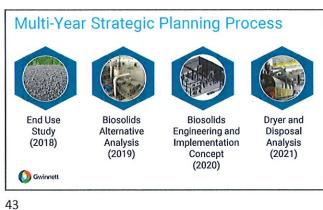
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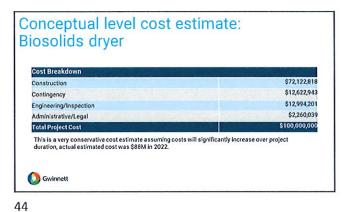
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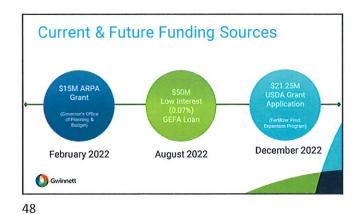
















GEFA Loan

- At their meeting in August, the Georgia Environmental Finance Authority approved a \$50 million loan to Gwinnett County for the construction of the biosolid dryer.
- Loan will be a 15-year term (after construction) at a 0.07% interest rate
- County received a 1% rate reduction for being a Water First community
- Loan is a draw loan; the County will only pay interest on the amount that has been utilized



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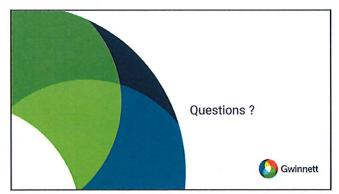
Debt Service

- After Construction, annual debt service is expected to be \$3.3 million/year
- Total interest expense is projected to be approximately \$350,000 over the life of the loan
- 1% origination fee

Gwinnett

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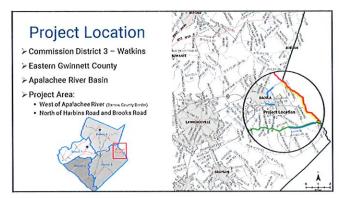
Easement Stipulation
Agreement for the
Rowen Phase 1
Development

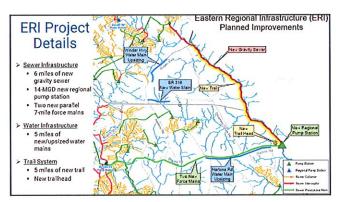
GwinnettCountyWater and
Sewerage Authority and
Rowen Foundation Inc.

Gwinnett

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Benefits

> SEWER SERVICE

• Provides sewer to currently unserved area of Gwinnett County (including Rowen)

• Sized to ultimately serve over 13,000 acres

• Allows for future decommissioning of up to 11 pump stations

> WATER SERVICE

• Sized to serve future commercial and industrial development

• Provides the required fire protection

> TRAILS & TRAILHEAD

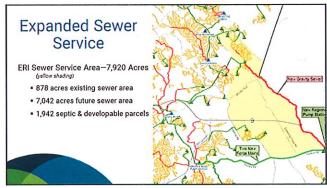
• Improve mobility and access (BOC priority) / make communities a better place to live

• Encourage healthy lifestyles / protect the environment

> ENVIRONMENTAL STEWARDSHIP / INNOVATION

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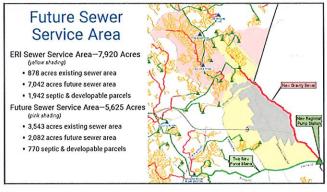
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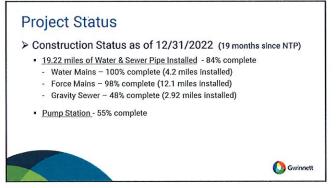
Future Sewer
Service Area
ERI Sewer Service Area—7,920 Acres
(yellow shading)

• 878 acres existing sewer area
• 7,042 acres future sewer area
• 1,942 septic & developable parcels
Future Sewer Service Area—5,625 Acres
(pink shading)
• 3,543 acres existing sewer area
• 2,082 acres future sewer area
• 770 septic & developable parcels

59 60







Financials

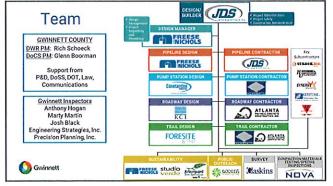
- > Water & Sewer funded by the 2020 Water and Sewer Bond
- > Trails and Trailhead funded by the 2017 SPLOST
- > Total not to exceed \$125,011,275
 - \$104,546,447 Water and Sewer
 - \$ 1,000,000 Stormwater
 - \$ 19,464,828 Trail
- > Expenditures as of Dec-31-2022: \$84,107,852 (67%)
 - \$ 81,135,337 Water and Sewer
 - \$ 211,338 Stormwater
 - \$ 2,761,176 Trail

() Gwinnett

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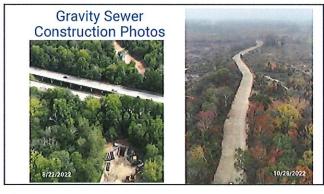


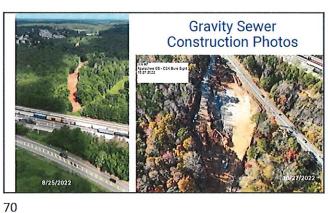


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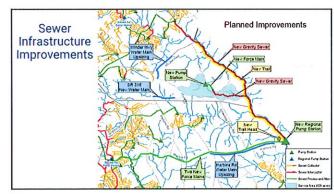


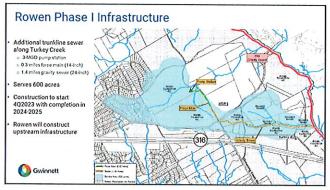


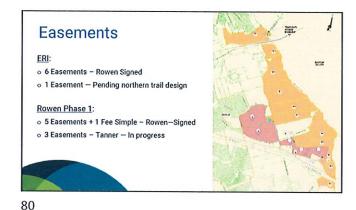












Rowen Foundation Inc. Easements

• Easement Stipulation Agreement

• Requested by Rowen's Counsel

• 7 Stipulations

• Gwinnett

Easement Stipulation Agreement

1. The WSA acknowledges that there are existing easements ("Existing Easements") running over, under, across and through the Foundation's property within which the WSA will have access pursuant to the Easements. The WSA shall be responsible for obtaining all consents necessary from the holders of the Existing Easements to encrosch into the Existing Easements. The WSA further acknowledges that the rights granted to the WSA pursuant to the Easements are subject to the rights of the City of Buford with respect to its gas line installed on the Foundation's property.

2. The Foundation acknowledges that arry future easements granted by the Foundation will be granted subject to the rights granted to the WSA pursuant to the Easements.

3. If used to provide access to the Easements, the WSA shall take reasonable steps to ensure that the gate providing access to the Fasements, the WSA shall take reasonable steps to ensure that the gate providing access to the private road off of Turkey Crossing remains locked when not in use by the WSA.

4. The WSA shall repair any damage to the property caused by the WSA or the WSA's employees, contractors, Tecnisees and Invitees in the course of the exercise of the rights granted to the WSA under the Easements.

Questions?

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Easement Stipulation Agreement, cont.

- The WSA agrees to pay when due all bills incurred by or on behalf of the WSA for labor, materials
 or services pertaining to the property and agrees to remove by payment or bond any liens or
 claims of lien filed against the property as a result of failure of such bills to be paid when due.
- 6. The WSA will require its contractors to provide the Foundation with a certificate of insurance naming the Foundation as additional Insured in accordance with the Insurance Requirements for Third Parties, attached hereto as Exhibi ¹⁹; and naming the other entities identified in #6 of the attached as additional Insureds and certificate holders.
- 7. This Agreement constitutes the entire written agreement between the parties hereto as to all matters contained herein. All subsequent changes to this Agreement must be in writing and signed by both parties. This Agreement is for the benefit of the parties hereto only and is not intended to benefit any third party or to give rise to any duty or causes of action for any third party. No provision in this Agreement is intended to not shall it be construed to in any way wake immunities or protections provided to either the WSA or to the Foundation by the Constitution and laws of the State of Georgia. This Agreement shall be construed and interpreted under the laws of the State of Georgia.



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