



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, January 17, 2023 - 10:00 AM

I. Call To Order

II. Approval of Agenda

III. New Business

1. Commissioners

2023-0060 Approval of appointment to the Gwinnett County Airport Authority. Term expires December 31, 2026. Incumbent Matthew Houser. District 2/Ku

2023-0061 Approval of appointment to the Gwinnett County Airport Authority. Term expires December 31, 2026. Incumbent Demetrius Jordan. District 4/Holtkamp

2023-0062 Approval of appointment to the Gwinnett County Police Citizens Advisory Board. Members serve at the pleasure of the Board of Commissioners and may be removed by a majority vote of the Board of Commissioners at any time. Term expires January 31, 2025. Incumbent Latabia Woodward.
Chairwoman's Appointment

2023-0063 Approval of appointment to the Gwinnett County Police Citizens Advisory Board. Members serve at the pleasure of the Board of Commissioners and may be removed by a majority vote of the Board of Commissioners at any time. Term expires January 31, 2025. Incumbent Marqus Cole. District 1/Carden

2023-0064 Approval of appointment to the Gwinnett County Police Citizens Advisory Board. Members serve at the pleasure of the Board of Commissioners and may be removed by a majority vote of the Board of Commissioners at any time. Term expires January 31, 2025. Incumbent Ruth McMullin. District 2/Ku

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III. New Business

1. Commissioners

2023-0065 Approval of appointment to the Gwinnett County Police Citizens Advisory Board. Members serve at the pleasure of the Board of Commissioners and may be removed by a majority vote of the Board of Commissioners at any time. Term expires January 31, 2025. Incumbent Anthony Williams. District 3/Watkins

2023-0066 Approval of appointment to the Gwinnett County Police Citizens Advisory Board. Members serve at the pleasure of the Board of Commissioners and may be removed by a majority vote of the Board of Commissioners at any time. Term expires January 31, 2025. Incumbent Andy Morgan. District 4/Holtkamp

2023-0111 Approval of appointment to the Gwinnett Animal Advisory Council. Term expires December 31, 2024. Incumbent Gail LaBerge. District 4/Holtkamp

2023-0112 Approval of appointment to the Gwinnett County Water & Sewerage Authority. Term expires December 31, 2023. Incumbent Wayne Allick Jr. District 4/Holtkamp

2023-0113 Approval of appointment to the Gwinnett Historical Restoration & Preservation Board. Term expires December 31, 2026. Incumbent Marlene Taylor-Crawford. District 4/Holtkamp

2023-0114 Approval of appointment to the Gwinnett County Sustainability Commission to fill the unexpired term of James Nolan. Term expires May 31, 2023. District 4/Holtkamp

2023-0081 Approval to cancel or move the following meetings of the Board of Commissioners: cancel the Tuesday, April 4, 2023 10:00 a.m. Work Session and 2:00 p.m. Business Session; cancel the Tuesday, July 4, 2023 10:00 a.m. Work Session and 2:00 p.m. Business Session; move the Tuesday, November 21, 2023 10:00 a.m. Work Session and 2:00 p.m. Business Session to Tuesday, November 14, 2023; move the Tuesday, December 19, 2023 10:00 a.m. Work Session and 2:00 p.m. Business Session to Tuesday, December 12, 2023; move the Tuesday, December 26, 2023 7:00 p.m. Public Hearing to Tuesday, December 12, 2023.

2. Multiple Departments

2023-0017 Award BL113-22, provision of plumbing repair, maintenance, and installation services on an annual contract (January 18, 2023 through January 17, 2024), Departments of Community Services, Fire and Emergency Services, Police Services, Sheriff, and Water Resources, to Maxair Mechanical, base bid \$563,000.00. (Staff Recommendation: Award)

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III. New Business

3. Administrative Office of the Courts/Phil Boudewyns

2023-0016 Award OS009-23, West Proflex Professional subscription on a multi-year contract, to Thomson Reuters. The initial term of this contract shall be February 1, 2023 through January 31, 2024, base amount \$104,573.28. This contract may be automatically renewed on an annual basis for a total lifetime contract term of 36 months, total base amount \$323,225.52 (negotiated cost savings of approximately \$8,700.00). Contract to follow award. Subject to approval as to form by the Law Department. (Staff Recommendation: Award)

4. Community Services/Tina Fleming

2023-0071 Award BL121-22, purchase and installation of bleachers at Shorty Howell Park, to Carter Construction Partners, Inc., amount not to exceed \$235,000.00. Contract to follow award. Subject to approval as to form by the Law Department. This contract is funded by the 2014 SPLOST Program. (Staff Recommendation: Award)

2023-0077 Award RP036-22, provision of Bay Creek Park playground replacements, to PlaySouth, LLC, amount not to exceed \$979,443.00. Contract to follow award. Subject to approval as to form by the Law Department. This contract is funded by the 2017 SPLOST Program. (Staff Recommendation: Award)

2023-0006 Approval to renew BL001-20, provision of grounds maintenance services at various parks and recreation locations on an annual contract (March 1, 2023 through February 29, 2024), with ACS Landscape Management, Inc. and Visionscapes, Inc., base bid \$290,000.00. (Staff Recommendation: Approval)

2023-0015 Approval to renew OS006-20, purchase of voting system paper on an annual contract (February 18, 2023 through February 17, 2024), with Dominion Voting Systems, Inc., using a competitively procured State of Georgia contract, base amount \$130,000.00. (Staff Recommendation: Approval)

5. Financial Services/Buffy Alexzulian

2023-0036 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. Subject to approval as to form by the Law Department. (Staff Recommendation: Approval) (Water and Sewerage Authority Approved on January 9, 2023, Vote 4-0.)

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III. New Business

6. Fire Services/Russell S. Knick

2023-0070 Award OS008-23, purchase of Stryker and Physio Control medical products and services on a multi-year contract, to Stryker Sales Corporation. The initial term of this contract shall be February 1, 2023 through December 31, 2023, base amount \$1,357,442.04. This contract may be automatically renewed on an annual basis for a total lifetime contract term of three years, total base amount \$5,712,752.88. Contract to follow award. Subject to approval as to form by the Law Department. (Staff Recommendation: Award)

7. Law Department/Michael P. Ludwiczak

2023-0020 Approval/authorization for Declaration of Taking Condemnation proceedings for the property of Kikasha Properties GA LLC 3, consisting of 0.74 acres of fee simple right of way and 0.03 acres of 60-month temporary construction easement, Tax Parcel No. R7271 112, 4585 Nelson Brogdon Blvd., amount \$458,000.00. Subject to approval as to form by the Law Department. This project is funded by the 2017 SPLOST program.

2023-0059 Approval/authorization for Declaration of Taking Condemnation proceedings for the property of Bank of America, National Association, consisting of 1,176.58 square feet of fee simple right of way, 2,407.99 square feet of permanent construction easement, and 1,775.00 square feet of 60-month temporary driveway easement, Tax Parcel No. R7259 007, 1500 Buford Highway, amount \$64,000.00. Subject to approval as to form by the Law Department. This project is funded by the 2017 SPLOST program.

8. Police Services/James D. McClure

2023-0043 Approval/authorization to accept a donation of \$2,600.00 from the Gwinnett County Police Foundation on behalf of the Ordner Construction Foundation. This donation will be used to purchase a new Performance Rowing Machine and a Pitboss Grill Combination for the Gwinnett County Police Department's Central Precinct.

9. Transportation/Lewis Cooksey

2023-0035 Award BL117-22, purchase and installation of guardrail and fencing on an annual contract (February 16, 2023 through February 15, 2024), to Martin-Robbins Fence Company, base bid \$330,000.00. (Staff Recommendation: Award)

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III. New Business

9. Transportation/Lewis Cooksey

2023-0058 Award BL127-22, James Road and US-29/SR-8/Lawrenceville Highway pedestrian improvement project, to Construction 57, Inc., amount not to exceed \$1,047,467.75. Contract to follow award. Subject to approval as to form by the Law Department. This contract is funded by various SPLOST Programs. (Staff Recommendation: Award)

2023-0048 Approval for a determination by the Board of Commissioners that special conditions exist within the area of Hightower Trail, as to the health, safety and welfare of the persons or properties within said area, that may justify the creation of a Special Assessment District to provide speed humps. Approval for direction to the Department of Transportation to prepare a recommendation and proceed with a public hearing for the incorporation of Hightower Trail into the Gwinnett County Speed Hump Program. Subject to approval as to form by the Law Department. (Staff Recommendation: Approval)

2023-0019 Approval/authorization for the Chairwoman to execute an agreement between Gwinnett County and the Gwinnett Place Community Improvement District (CID) that outlines financial commitments and the management structure related to a proposed traffic and mobility study of the Gwinnett Place area. This study is estimated to cost \$75,000.00, with the County contributing a maximum of \$37,500.00. The County contribution is funded by the 2017 SPLOST Program. Subject to approval as to form by the Law Department. (Staff Recommendation: Approval)

2023-0026 Approval/authorization for the Chairwoman to execute an Intergovernmental Agreement for preliminary engineering with the Gateway 85 Gwinnett Community Improvement District (CID) for the I-85 at SR 378 / Beaver Ruin Road Interchange project. The estimated cost of the preliminary engineering phase of this project is \$336,890.00. The estimated cost of the construction phase is \$1,463,110.00. Gateway 85 CID will reimburse the County for up to \$150,000.00 for costs incurred during preliminary engineering and \$600,000.00 for costs incurred to complete the construction phase via the State Road and Tollway Authority (SRTA) Georgia Transportation Infrastructure Bank (GTIB) Grant Program. Approval/authorization for the Chairwoman or designee to sign any and all related documents. Subject to approval as to form by the Law Department.

III. New Business

9. Transportation/Lewis Cooksey

2023-0040 Approval/authorization for the Chairwoman to execute Change Order No. 1 with the Town of Braselton for the Intergovernmental Agreement for the engineering and construction of the County-managed Thompson Mill Road at Autumn Maple Drive project. The change order will decrease the County's contribution to the completed County-managed project by \$483,388.31, decreasing the County's total contribution to the County-managed project from \$526,500.00 to \$43,111.69 (81 percent). The Town of Braselton will be responsible for a 19 percent match of \$10,112.62. The change order will increase the County's contribution to the 2017 SPLOST City-managed project by \$483,388.31. Approval/authorization for the Chairwoman or designee to sign any and all related documents. Subject to approval as to form by the Law Department.

2023-0041 Approval/authorization for the Chairwoman to execute Change Order No. 1 with the Town of Braselton for the Intergovernmental Agreement for the engineering and construction of the City-managed SR 211/Old Winder Highway Multi-Use Bridge project. This change order amends the existing City-managed project from SR 211/Old Winder Highway Multi-Use Tunnel to SR 211/Old Winder Highway Multi-Use Bridge. The change order will also increase the County's contribution to the City-managed project by \$483,388.31, increasing the County's total contribution from \$225,197.00 to \$708,585.31. In addition, the 2017 SPLOST County-managed project will decrease by \$483,388.31. Approval/authorization for the Chairwoman or designee to sign any and all related documents. Subject to approval as to form by the Law Department.

2023-0042 Approval/authorization for the Chairwoman to execute an agreement with the City of Buford regarding the proposed Thompson Mill Road at I-985 Interchange. This agreement would jointly fund the development of the draft Project Concept Report and initial survey database for the project. The estimated cost is \$1,000,000.00 and the City and County will each contribute \$500,000.00. County portion funded by the 2017 SPLOST program. Approval/authorization for the Chairwoman or designee to sign any and all related documents. Subject to approval as to form by the Law Department.

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III. New Business

9. Transportation/Lewis Cooksey

2023-0056 Approval/authorization for the Chairwoman to execute an agreement with the Georgia Department of Transportation (GDOT) for the acquisition of right of way for the I-85 at McGinnis Ferry Road interchange project. This agreement outlines the requirements for Gwinnett County to acquire right of way for this project on roads which are maintained by GDOT. The cost for the right of way acquisition for this project is funded by the 2014 SPLOST Program. Approval/authorization for the Chairwoman or designee to execute any and all related documents. Subject to approval as to form by the Law Department. (Staff Recommendation: Approval)

10. Water Resources/Rebecca Shelton

2023-0038 Award BL119-22, purchase and installation of rapid mixer and flocculator gearbox and motor replacement equipment, to Carl Eric Johnson, Inc., amount not to exceed \$459,243.00. (Staff Recommendation: Award)

2023-0018 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. (Staff Recommendation: Approval) (Water and Sewerage Authority Approved on January 9, 2023, Vote 4-0.)

2023-0029 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. (Staff Recommendation: Approval) (Water and Sewerage Authority Approved on January 9, 2023, Vote 4-0.)

2023-0033 Approval of Change Order No. 1 (Final) to BL004-21, Lanier, and Shoal Creek Filter Plants Phase II Chlorine System Improvements with Crowder Construction Company, reducing the contract by \$99,788.16 and extending the contract completion time by one hundred ninety-two (192) days. The contract amount is adjusted from \$936,100.00 to \$836,311.84. Subject to approval as to form by the Law Department. (Staff Recommendation: Approval)

2023-0032 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 at SR 13 Buford Intersection, GDOT P.I. 0015983, for an estimated cost of \$672,330.00. Subject to approval as to form by the Law Department. (Staff Recommendation: Approval) (Water and Sewerage Authority Approved on January 9, 2023, Vote 4-0.)

Work Session Agenda
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IV. Old Business

(The following items will be considered at the 2:00 PM Business Session)

1. Planning & Development/Susan Canon

2022-1333 RZR 2022-00036, Applicant: Direct Residential Communities; Owner: BSD-Gwinnett LP; Rezoning with Concurrent Variances of Tax Parcel Nos. R5095 004A and 004B; 1500 Block of Compton Woods Drive and 3600 Block of Stephens Road; R-100 to OSC for a Single-Family Detached Subdivision; 24.69 acres; District 3/Watkins (Tabled on 12/13/2022) (Public hearing was held) [Planning Department Recommendation: Approve with Conditions] [Planning Commission Recommendation: Approve with Conditions]

V. Adjournment

MEMORANDUM

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

From: Dee Geddie, Communications Department

The following item(s) will be on the agenda for the BOC business session on **January 17, 2023**, under the item of business announcements as a resolution of recognition, award, etc., as indicated:

- 1) **Proclamation:** Commending former U.S Representative Carolyn Bourdeaux for her service to Gwinnett County
Requested by: Chairwoman Nicole Love Hendrickson
Attendee(s): Former Congresswoman Carolyn Bourdeaux
Presented by: Chairwoman Nicole Love Hendrickson

- 2) **Award Presentation:** Recognizing Gwinnett County's Platinum recertification as a Green Community
Requested by: Angelia Parham, Support Services Director
Attendee(s): Representatives from Gwinnett County's Sustainability Team
Presented by: Chairwoman Nicole L. Hendrickson

c: Glenn Stephens Bertrand Williams
Maria Woods Steen Kirby
Joe Sorenson Tristan Fernandes
Heather Sawyer Neshanta Banks
Kimberly Banner Katie Gill
Tina King Jeanie Donaldson
Tammy Gibson Terrell Davis

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20230060			
Department:	Commissioners		Date Submitted: 12/22/2022
Working Session:	01/17/2023	Business Session:	01/17/2023
Submitted By:	tegibson		Public Hearing:
Agenda Type	Approval		Multiple Depts?
Item of Business:	Locked by Purchasing		No
of appointment to the Gwinnett County Airport Authority. Term expires December 31, 2026. Incumbent Matthew Houser. District 2/Ku			
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 #:
20230061	

Grants Public Hearing

Department:	Commissioners	Date Submitted:	12/22/2022
Working Session:	01/17/2023	Business Session:	01/17/2023
Submitted By:	tegibson	Public Hearing:	
Agenda Type	Approval	Multiple Depts?	

Item of Business:	Locked by Purchasing	No
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of appointment to the Gwinnett County Airport Authority. Term expires December 31, 2026. Incumbent Demetrius Jordan. 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
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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 #:
20230062	

Grants Public Hearing

Department:	Commissioners	Date Submitted:	12/22/2022
Working Session:	01/17/2023	Business Session:	01/17/2023
Submitted By:	tegibson	Public Hearing:	
Agenda Type	Approval	Multiple Depts?	
Item of Business:	Locked by Purchasing		No

of appointment to the Gwinnett County Police Citizens Advisory Board. Members serve at the pleasure of the Board of Commissioners and may be removed by a majority vote of the Board of Commissioners at any time. Term expires January 31, 2025. Incumbent Latabia Woodward. 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		<div style="border: 1px solid black; min-height: 100px; display: flex; align-items: center; justify-content: center;"> No Action Taken </div>
Action	New Item	
Tabled		
Motion		
2nd by		

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:		<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20230063				
Department:	Commissioners		Date Submitted:	12/22/2022
Working Session:	01/17/2023	Business Session:	01/17/2023	Public Hearing:
Submitted By:	tegibson		Multiple Depts?	
Agenda Type	Approval			
Item of Business:			Locked by Purchasing	<input type="text" value="No"/>
<p>of appointment to the Gwinnett County Police Citizens Advisory Board. Members serve at the pleasure of the Board of Commissioners and may be removed by a majority vote of the Board of Commissioners at any time. Term expires January 31, 2025. Incumbent Marqus Cole. District 1/ Carden</p>				
Attachments	None			
Authorization: Chairwoman's Signature?	<input type="text" value="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	<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 Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20230064			
Department:	Commissioners		Date Submitted: 12/22/2022
Working Session:	01/17/2023	Business Session:	01/17/2023
Submitted By:	tegibson		Public Hearing:
Agenda Type	Approval		Multiple Depts?
Item of Business:	Locked by Purchasing		No
of appointment to the Gwinnett County Police Citizens Advisory Board. Members serve at the pleasure of the Board of Commissioners and may be removed by a majority vote of the Board of Commissioners at any time. Term expires January 31, 2025. Incumbent Ruth McMullin. District 2/ Ku			
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 #:
20230065	

Grants Public Hearing

Department:	Commissioners	Date Submitted:	12/22/2022
Working Session:	01/17/2023	Business Session:	01/17/2023
Submitted By:	tegibson	Public Hearing:	
Agenda Type	Approval	Multiple Depts?	
Item of Business:		Locked by Purchasing	<input type="text" value="No"/>

of appointment to the Gwinnett County Police Citizens Advisory Board. Members serve at the pleasure of the Board of Commissioners and may be removed by a majority vote of the Board of Commissioners at any time. Term expires January 31, 2025. Incumbent Anthony Williams. District 3/Watkins

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"/>	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"/>		

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:
20230066	

Grants Public Hearing

Department:	Commissioners	Date Submitted:	12/22/2022
Working Session:	01/17/2023	Business Session:	01/17/2023
Submitted By:	tegibson	Public Hearing:	
Agenda Type	Approval	Multiple Depts?	
Item of Business:		Locked by Purchasing	<input type="text" value="No"/>

of appointment to the Gwinnett County Police Citizens Advisory Board. Members serve at the pleasure of the Board of Commissioners and may be removed by a majority vote of the Board of Commissioners at any time. Term expires January 31, 2025. Incumbent Andy Morgan. District 4/ Holtkamp

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 #:
20230111	

Grants Public Hearing

Department:	Commissioners	Date Submitted:	01/10/2023
Working Session:	01/17/2023	Business Session:	01/17/2023
Submitted By:	tegibson	Public Hearing:	
Agenda Type	Approval	Multiple Depts?	

Item of Business:	Locked by Purchasing	No
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of appointment to the Gwinnett Animal Advisory Council. Term expires December 31, 2024. Incumbent Gail LaBerge. 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
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Budget Adjust Grand Jury

County Clerk Use Only		PH was Held? <input type="checkbox"/>
Working Session	<input style="width: 90%;" type="text"/>	<div style="border: 1px solid black; min-height: 100px; padding: 5px;">No Action Taken</div>
Action	<input style="width: 90%;" type="text" value="New Item"/>	
Tabled	<input style="width: 90%;" type="text"/>	
Motion	<input style="width: 90%;" type="text"/>	
2nd by	<input style="width: 90%;" type="text"/>	

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20230112			
Department:	Commissioners		Date Submitted: 01/10/2023
Working Session:	01/17/2023	Business Session:	01/17/2023
Submitted By:	tegibson		Public Hearing:
Agenda Type	Approval		Multiple Depts?
Item of Business:	Locked by Purchasing		No
of appointment to the Gwinnett County Water & Sewerage Authority. Term expires December 31, 2023. Incumbent Wayne Allick Jr. District 4/ Holtkamp			
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 #:		<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20230113				
Department:	Commissioners		Date Submitted:	01/10/2023
Working Session:	01/17/2023	Business Session:	01/17/2023	Public Hearing:
Submitted By:	tegibson		Multiple Depts?	
Agenda Type	Approval			
Item of Business:			Locked by Purchasing	No
of appointment to the Gwinnett Historical Restoration & Preservation Board. Term expires December 31, 2026. Incumbent Marlene Taylor-Crawford. District 4/Holtkamp				
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 #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20230114			
Department:	Commissioners		Date Submitted: 01/11/2023
Working Session:	01/17/2023	Business Session:	01/17/2023
Submitted By:	tegibson		Public Hearing:
Agenda Type	Approval		Multiple Depts?
Item of Business:	Locked by Purchasing		No
of appointment to the Gwinnett County Sustainability Commission to fill the unexpired term of James Nolan. Term expires May 31, 2023. District 4/Holtkamp			
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 #:
20230081	

Grants Public Hearing

Department:	Commissioners	Date Submitted:	01/04/2023
Working Session:	01/17/2023	Business Session:	01/17/2023
Submitted By:	tegibson		Public Hearing:
Agenda Type	Approval		
Item of Business:	Locked by Purchasing		No

to cancel or move the following meetings of the Board of Commissioners: cancel the Tuesday, April 4, 2023 10:00 a.m. Work Session and 2:00 p.m. Business Session; cancel the Tuesday, July 4, 2023 10:00 a.m. Work Session and 2:00 p.m. Business Session; move the Tuesday, November 21, 2023 10:00 a.m. Work Session and 2:00 p.m. Business Session to Tuesday, November 14, 2023; move the Tuesday, December 19, 2023 10:00 a.m. Work Session and 2:00 p.m. Business Session to Tuesday, December 12, 2023; move the Tuesday, December 26, 2023 7:00 p.m. Public Hearing to Tuesday, December 12, 2023.

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"/>	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 #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20230017			
Department:	Financial Services	Date Submitted:	12/13/2022
Working Session:	01/17/2023	Business Session:	01/17/2023
Submitted By:	Purchasing - Brandi Cantie - CB	Public Hearing:	
Agenda Type	Award	Multiple Depts?	Yes
Item of Business:	Locked by Purchasing <input type="text" value="No"/>		
<p>BL113-22, provision of plumbing repair, maintenance, and installation services on an annual contract (January 18, 2023 through January 17, 2024), Departments of Community Services, Fire and Emergency Services, Police Services, Sheriff, and Water Resources, to Maxair Mechanical, base bid \$563,000.00.</p>			
Attachments	Summary Sheet, Justification Letters, Tabulation		
Authorization: Chairwoman's Signature?	<input type="text" value="No"/>		
Staff Recommendation	Award		
BAC Action:			
Department Head	bjalexzulian (1/4/2023)		
Attorney	mfwilson (1/9/2023)		
Agenda Purpose Only			

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	Various Operating	*	\$563,000	mbwoods (1/6/2023)
Finance Comments	*The current balance in Industrial R&M-Contracted is checked as items are purchased or services are provided. The requested allocation is an estimate based on the recommended base bid. For FY2023, \$563,000 is allocated.			FinDir's Initials bjalexzulian (1/6/2023)

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 – BL113-22**Provision of Plumbing Repair, Maintenance, and Installation Services on an Annual Contract**

PURPOSE:	To provide plumbing services, maintenance, and repairs as needed at various Gwinnett County locations.
LOCATION:	Various locations throughout Gwinnett County
AMOUNT TO BE SPENT:	\$563,000.00
PREVIOUS CONTRACT AWARD AMOUNT:	\$503,250.00
AMOUNT SPENT PREVIOUS CONTRACT:	\$398,418.33
INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):	50.3% increase
NUMBER OF BIDS/PROPOSALS DISTRIBUTED:	1,673 56 website viewings
NUMBER OF RESPONSES:	1
PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) IF YES, NUMBER OF FIRMS REPRESENTED:	No
REASONS FOR LIMITED RESPONSE (IF RELEVANT):	Limited response was due to vendors not having the time, resources and/or certifications needed to provide services required by this contract.
RENEWAL OPTION NUMBER:	N/A
MARKET PRICES COMPARISON (FOR RENEWALS):	N/A
CONTRACT TERM:	January 18, 2023 through January 17, 2024



MEMORANDUM

TO: Casey Beauston
Purchasing Associate II

THROUGH: Tina Fleming *Tina Fleming*
Director of Community Services

FROM: Blake Christopher *Blake Christopher*
Business Officer

SUBJECT: Recommendation to Award BL113-22, Provision of Plumbing Repair, Maintenance and Installation Services on an Annual Contract

DATE: November 15, 2022

REQUESTED ACTION

The Department of Community Services recommends award of the above referenced contract to Maxair Mechanical in the amount of \$95,000.00.

DESCRIPTION

This contract provides for plumbing services at locations throughout the County.

References checked? Yes X No

FINANCIAL

1. Estimated amount to be spent: \$95,000.00
2. Projected amount to be spent previous contract period (BL109-18): \$60,800.00
3. Do total obligations agree with "Action Requested"? Yes X No
4. Budgeted: Yes X No
5. Contact name: Blake Christopher Contact phone: 770.822.8839

6. Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount	% of Award Amount
2023	105	116015	24140005	50404216		\$95,000.00	100.00%
Total						\$95,000.00	100.00%

Transfer Required: Yes No

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



MEMORANDUM

TO: Casey Beauston
Purchasing Associate II

THROUGH: Russell Knick *RK*
Fire Chief

FROM: Brian Wolfe *BW*
Assistant Chief

SUBJECT: Recommendation to Award BL113-22 Provision of Plumbing Repair, Maintenance, and Installation Services on an Annual Contract

DATE: November 18, 2022

REQUESTED ACTION

The Department of Fire and Emergency Services recommends award of the above referenced contract to Maxair Mechanical, in the amount of \$250,000.00. This is a multi-department contract, and this letter only pertains to the Department of Fire and Emergency Services portion.

DESCRIPTION

Supplier to provide plumbing repairs, maintenance, and installation services and associated miscellaneous site work during the contract with the Department of Fire and Emergency Services.

References checked? Yes No

FINANCIAL

1. Estimated amount to be spent: \$250,000.00
2. Projected amount to be spent previous contract period: \$152,218.80
3. Do total obligations agree with "Action Requested? Yes No
4. Budgeted: Yes No
5. Contact name: Silviu Gavriluc Contact phone: 678-518-6500

6. Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount	% of Award Amount
2023	102	115100	23011001	50404225		\$250,000.00	100%
					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



MEMORANDUM

TO: Casey Beauston
Purchasing Associate II

THROUGH: J.D. McClure *JM*
Chief of Police

FROM: Nancy Tran Hernandez *NTH*
Acting Section Manager

SUBJECT: Recommendation to Award BL113-22
Provision of Plumbing Repair, Maintenance, and Installation Services on an
Annual Contract

DATE: October 21, 2022

REQUESTED ACTION

The Department of Police Services recommends award of the above referenced contract to Maxair Mechanical in the amount of \$8,000.00.

DESCRIPTION

To provide plumbing repair, maintenance, and installation services at various Police facilities.

References checked? Yes No

FINANCIAL

1. Estimated amount to be spent: \$8000.00
2. Projected amount to be spent previous contract period: \$8,000.00
3. Do total obligations agree with "Action Requested"? Yes No
4. Budgeted: Yes No
5. Contact name: Marcia Blair Contact phone: 770-513-5051

Page 2
 Recommendation Letter
 BL113-22

6. Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount	% of Award Amount
2023	106	113100	21200015	50404216		\$8,000.00	100%
					Total	\$8,000.00	100%

Transfer Required: Yes No

If Yes, transfer from:

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



MEMORANDUM

TO: Casey Beauston
Purchasing Associate II

THROUGH: Rebecca Shelton *RMS*
Acting Director, Department of Water Resources

FROM: Charlie Roberts *CR*
Deputy Director, Department of Water Resources

SUBJECT: Recommendation to Award BL113-22 Provision of Plumbing Repair, Maintenance and Installation Services on an Annual Contract

DATE: October 13, 2022

REQUESTED ACTION

The Department of Water Resources (DWR) recommends award of the above referenced contract to Maxair Mechanical at a departmental allocation in the amount of \$60,000.00.

DESCRIPTION

This multi-departmental contract is used for the repair, maintenance and installation of plumbing equipment and piping. DWR will use this contract to provide plumbing services on an as needed basis at various buildings maintained by DWR.

FINANCIAL

- 1. Estimated Amount to be spent: \$60,000.00
- 2. Projected amount to be spent previous contract period: \$31,399.53
- 3. Do total obligations agree with "Action Requested"? Yes X No
- 4. Budgeted: Yes X No
- 5. Contact name: Adam Garmon (DWR) *AG* Contact phone: 678-376-7181

6. Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount	% of Award Amount
2023	501	111001	19010001	50404228		\$6,804.00	11.34%
2023	501	111004	19040004	50404228		\$1,998.00	3.33%
2023	501	111004	19040005	50404228		\$1,998.00	3.33%
2023	501	111004	19040006	50404228		\$1,998.00	3.33%
2023	501	111008	19080007	50404228		\$4,002.00	6.67%
2023	501	111009	19090003	50404228		\$1,998.00	3.33%
2023	501	111009	19090006	50404228		\$402.00	.67%
2023	501	111009	19090007	50404228		\$40,002.00	66.67%
2023	501	111003	19030003	50404228		\$798.00	1.33%
Totals						\$60,000.00	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
20230016			
Department:	Administrative Office of the Court	Date Submitted:	12/13/2022
Working Session:	01/17/2023	Business Session:	01/17/2023
Submitted By:	Purchasing – Katie Maldonado – JS	Public Hearing:	
Agenda Type	Award	Multiple Depts?	No
Item of Business:	Locked by Purchasing <input type="checkbox"/> No		
<p>OS009-23, West Proflex Professional subscription on a multi-year contract, to Thomson Reuters. The initial term of this contract shall be February 1, 2023 through January 31, 2024, base amount \$104,573.28. This contract may be automatically renewed on an annual basis for a total lifetime contract term of 36 months, total base amount \$323,225.52 (negotiated cost savings of approximately \$8,700.00). Contract to follow award. Subject to approval as to form by the Law Department.</p>			
Attachments	Summary Sheet, Justification Letter, Justification Support		
Authorization: Chairwoman's Signature?	<input type="checkbox"/> Yes		
Staff Recommendation	Award		
BAC Action:			
Department Head	PMBoudewyns (1/5/2023)		
Attorney	mnbaptistejeannoel (1/10/2023)		
Agenda Purpose Only			

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
	N/A	*	N/A	mbwoods (1/6/2023)
Finance Comments	*No budget impact. This contract will be fully funded by the Homer M. Stark Law Library Fund.			FinDir's Initials bjalexzulian (1/6/2023)

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 – OS009-23
West Proflex Professional Subscription on a Multi-Year Contract

PURPOSE:	This subscription service provides individual login access to Westlaw legal research database for judges, attorneys, and staff across multiple departments, including Superior Court, State Court, Magistrate Court, Juvenile Court, the Law Department, the Solicitors' office, and the Administrative Office of the Courts.
LOCATION:	Homer M. Stark Law Library 75 Langley Drive Lawrenceville, GA 30046
AMOUNT TO BE SPENT:	\$104,573.28 Initial Term \$323,225.52 Full Term*
PREVIOUS CONTRACT AWARD AMOUNT:	\$301,576.56
AMOUNT SPENT PREVIOUS CONTRACT:	\$301,576.56
INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):	7.2% 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:	N/A
MARKET PRICES COMPARISON (FOR RENEWALS):	N/A
CONTRACT TERM:	Initial Term: February 1, 2023 through January 31, 2024

COMMENTS: *A total cost savings of approximately \$8,700.00 was achieved by entering into a multi-year contract.



Gwinnett Judicial Circuit
Administrative Office of the Courts

Philip M. Boudewyns
 Court Administrator
 770.822.8564

Court Services/Interpreters
 770.822.8574

Indigent Defense
 770.822.8523

Information Technology
 770.822.8680

Jury
 770.822.8562

Law Library
 770.822.8571

Mediation/ADR
 770.822.8501

Treatment Courts
 770.822.8558

TO: Jake Scarpone
 Purchasing Division, DOFS

THROUGH: Philip Boudewyns, Court Administrator *Phil Boudewyns*
 Administrative Office of the Courts

FROM: Homer M. Stark Law Library Board of Trustees

SUBJECT: Recommendation to Award OS009-23, West Proflex Professional
 Subscription on a Multi-Year Contract

DATE: December 8, 2022

Dec 9, 2022

REQUESTED ACTION

The Homer M. Stark Law Library Board of Trustees recommends award of the West Proflex contract to Thomson Reuters in the amount of \$323,225.52. The contract will be fully funded by the Homer M. Stark Law Library Fund, however pursuant to O.C.G.A. § 36-15-4 the contract will be in the name of Gwinnett County.

DESCRIPTION

The subscription service provides individual login access to Westlaw legal research database for judges, attorneys, and staff across multiple departments, including Superior/State/Magistrate Courts, Juvenile Court, the Law Department, the Solicitors' Office, and AOC. Westlaw is an online service that includes case law, state and federal statutes, administrative codes, newspaper and magazine articles, law journals, law reviews, treatises, legal forms, and other information resources. Westlaw covers a wide variety of specialized legal practice areas. This service supplements the Law Library's print collection.

FINANCIAL

1. Estimated amount to be spent: \$323,225.52
2. Projected amount to be spent previous contract period: \$301,576.56
3. Do total obligations agree with "Action Requested"? Yes No
4. Budgeted: Yes No
5. Contact name: Avery Le Contact phone: 770-822-8571
6. Proposed Funding: The contract will be fully funded by the Law Library Fund, there will be no budget impact to the County.

Year 1	Year 2	Year 3	Total Cost
\$104,573.28	\$107,710.44	\$110,941.80	\$323,225.52

Gwinnett County Justice
 & Administration Center
 75 Langley Drive
 Lawrenceville, GA 30046
 770.822.8552
 fax 770.822.8566
 courtinfo@gwinnettcourt.com



Order Form

Order ID: Q-04545690

Contact your representative kris.gratzick@thomsonreuters.com with any questions. Thank you.

Sold To Account Address

Account #: 1000562860
GWINNETT COUNTY GEORGIA
PROFESSIONAL ACCOUNT
75 LANGLEY DR
LAWRENCEVILLE GA 30046-6935 US

“Customer”

Shipping Address

Account #: 1000562860
GWINNETT COUNTY GEORGIA
PROFESSIONAL ACCOUNT
75 LANGLEY DR
LAWRENCEVILLE GA 30046-6935 US

Billing Address

Account #: 1000562860
GWINNETT COUNTY GEORGIA
PROFESSIONAL ACCOUNT
75 LANGLEY DR
LAWRENCEVILLE, GA 30046-6935
US

This Order Form is a legal document between Customer and

- A. West Publishing Corporation to the extent that products or services will be provided by West Publishing Corporation, and/or
- B. Thomson Reuters Enterprise Centre GmbH to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH.

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Renewal Order Governing Agreement. Access to any new or renewal products set forth in this Order Form is governed by the same terms and conditions as your previous order form that contained the product(s) you are renewing

Renewal Products

Material #	Renewed Product	Agreement #	Deal ID #	Monthly Charges in effect prior to Renewal Effective Date	Monthly Charges for Initial Renewal Year	Renewal Effective Date	Renewal Term (Months)
40757482	West Proflex	0000124068		\$8,460.62	\$8,714.44	2/1/2023	36

Renewal Terms

Renewal Term Monthly Charges will be based on the Monthly Charges in effect at the end of the month before the Renewal Term starts. Renewal Term Monthly Charges begin at the end of your Minimum Term or current Renewal Term. The Renewal Term will continue for the number of complete calendar months identified in the Renewal Term column above. You are also responsible for all Excluded Charges as defined below. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Attachment to the Order Form

Post Renewal Terms

At the end of the Renewal Term, we will notify you of any change to Charges at least 60 days prior to the start of any subsequent 12-month period. Either of us may cancel the Post-Renewal Term subscription by sending at least 30 days written notice.

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a multi-year term, may exercise the option to implement those additional years pursuant to federal law.

Miscellaneous

Applicable Law. If you are a state or local governmental entity, your state’s law will apply and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form will be interpreted under Minnesota state law and any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government Customer, United States federal law will apply and any claim may be brought in any federal court.

Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government customer and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

Excluded Charges And Schedule A Rates. If you access products or services that are not included in your subscription you will be charged our then-current rate (“Excluded Charges”). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located in the below link. Excluded Charges may change from time-to-time upon 30 days written or online notice. We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 9 the General Terms and Conditions.

eBilling Contact. All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

Cancellation Notification Address. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803

Returns and Refunds. You may return a print product to us within 45 days of the original shipment date if you are not completely satisfied. Please see <http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

Product Specific Terms. The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at <https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions-PST.pdf>. If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

- Campus Research
- Contract Express
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- West km Software
- West LegalEdcenter
- Westlaw
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

Acknowledgement: Order ID: Q-04545690

Signature of Authorized Representative for order

Title

Printed Name

Date

This Order Form will expire and will not be accepted after 1/31/2023.



Attachment

Order ID: Q-04545690

Contact your representative kris.gratzick@thomsonreuters.com with any questions. Thank you.

Payment, Shipping, and Contact Information

Payment Method:

Payment Method: Bill to Account
Account Number: 1000562860

Order Confirmation Contact (#28)

Contact Name: Le, Avery
Email: avery.le@gwinnettcountry.com

Shipping Information:

Shipping Method: Ground Shipping - U.S. Only

eBilling Contact

Contact Name Avery Le
Email avery.le@gwinnettcountry.com

ProFlex Multiple Location Details

Account Number	Account Name	Account Address	Action
1000562860	GWINNETT COUNTY GEORGIA	75 LANGLEY DR LAWRENCEVILLE GA 30046-6935 US	New

ProFlex Product Details

Quantity	Unit	Service Material #	Description
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Account Contacts

Account Contact First Name	Account Contact Last Name	Account Contact Email Address	Account Contact Customer Type Description

Charges During Renewal Term

Material #	Product Name	Year 1 Monthly Charges	% incr Yr 1-2*	Year 2 Monthly Charges	% incr Yr 2-3*	Year 3 Monthly Charges	% incr Yr 3 4*	Year 4 Monthly Charges	% incr Yr 4-5*	Year 5 Monthly Charges
40757482	West Proflex	\$8,714.44	3.00%	\$8975.87	3.00%	\$9245.15	N/A	N/A	N/A	N/A

Charges During Renewal Term

Pricing is displayed only for the years included in the Renewal Term. Years without pricing in above grid are not included in the Renewal Term. Refer to your Order Form for the Post Renewal Term pricing

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20230071			
Department:	Community Services	Date Submitted:	12/27/2022
Working Session:	01/17/2023	Business Session:	01/17/2023
Submitted By:	Purchasing – Katie Maldonado – JS	Public Hearing:	
Agenda Type	Award	Multiple Depts?	No
Item of Business:	Locked by Purchasing <input type="checkbox"/> No		
BL121-22, purchase and installation of bleachers at Shorty Howell Park, to Carter Construction Partners, Inc., amount not to exceed \$235,000.00. Contract to follow award. Subject to approval as to form by the Law Department. This contract is funded by the 2014 SPLOST Program.			
Attachments	Summary Sheet, Justification Letter, Tabulation		
Authorization: Chairwoman's Signature?	<input type="checkbox"/> Yes		
Staff Recommendation	Award		
BAC Action:			
Department Head	tdfleming (1/3/2023)		
Attorney	mnbaptistejeannoel (1/10/2023)		
Agenda Purpose Only			

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	2014 SPLOST	\$385,000*	\$235,000	mbwoods (1/6/2023)
Finance Comments	*Amount available in ADA Improvements County-Wide project.			FinDir's Initials
				bjalexzulian (1/6/2023)

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 – BL121-22
Purchase and Installation of Bleachers at Shorty Howell Park

PURPOSE:	This contract provides for the purchase and installation of new elevated accessible bleachers at Shorty Howell multi-purpose field.
LOCATION:	Shorty Howell Park
AMOUNT TO BE SPENT:	\$235,000.00
PREVIOUS CONTRACT AWARD AMOUNT:	N/A
AMOUNT SPENT PREVIOUS CONTRACT:	N/A
INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):	N/A
NUMBER OF BIDS/PROPOSALS DISTRIBUTED:	1,705 85 website viewings
NUMBER OF RESPONSES:	2
PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) IF YES, NUMBER OF FIRMS REPRESENTED:	Yes 5
REASONS FOR LIMITED RESPONSE (IF RELEVANT):	Limited response was due to vendors not having the time and/or resources required to perform services within the timeframe specified.
RENEWAL OPTION NUMBER:	N/A
MARKET PRICES COMPARISON (FOR RENEWALS):	N/A
CONTRACT TERM:	70 consecutive calendar days from issuance of Notice to Proceed

COMMENTS:



MEMORANDUM

TO: Jake Scarpone
Purchasing Associate II

THROUGH: Tina Fleming
Director of Community Services

FROM: Blake Christopher
Business Officer *Blake Christopher*

SUBJECT: Recommendation to Award BL121-22 Purchase and Installation of Bleachers at Shorty Howell Park

DATE: December 22, 2022

REQUESTED ACTION

The Department of Community Services recommends award of the above referenced contract to Carter Construction Partners, Inc. in the amount of \$235,000.00.

DESCRIPTION

This contract provides for purchase and install of new elevated accessible bleachers at Shorty Howell Multi-Purpose Field.

References checked? Yes X No

FINANCIAL

1. Estimated amount to be spent: \$235,000.00
2. Do total obligations agree with "Action Requested"? Yes X No
3. Budgeted: Yes X No
4. Contact name: Blake Christopher Contact phone: 770.822.8839

5. Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Commitment Item	WBS Element	Amount	% of Award Amount
2023	319	216000	50807000	M-0811-09-3-03	\$235,000.00	100.00%
Total					\$235,000.00	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 #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20230077			
Department:	Community Services	Date Submitted:	12/30/2022
Working Session:	01/17/2023	Business Session:	01/17/2023
Submitted By:	Purchasing – Katie Maldonado- JS	Public Hearing:	
Agenda Type	Award	Multiple Depts?	No
Item of Business:	Locked by Purchasing <input type="checkbox"/> No		
RP036-22, provision of Bay Creek Park playground replacements, to PlaySouth, LLC, amount not to exceed \$979,443.00. Contract to follow award. Subject to approval as to form by the Law Department. This contract is funded by the 2017 SPLOST Program.			
Attachments	Summary Sheet, Justification Letter, Score Tabulation, Cost Tabulation		
Authorization: Chairwoman's Signature?	<input type="checkbox"/> Yes		
Staff Recommendation	Award		
BAC Action:			
Department Head	tdfleming (1/9/2023)		
Attorney	mnbaptistejeannoel (1/10/2023)		
Agenda Purpose Only			

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	2017 SPLOST	\$2,852,318*	\$979,443	mbwoods (1/10/2023)
Finance Comments	*Amount available in the Asset Management Program project.			FinDir's Initials bjalexzulian (1/10/2023)

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 – RP036-22
Provision of Bay Creek Park Playground Replacements

PURPOSE:	This contract provides for playground replacements at Bay Creek Park.
LOCATION:	Bay Creek Park
AMOUNT TO BE SPENT:	\$979,443.00
PREVIOUS CONTRACT AWARD AMOUNT:	N/A
AMOUNT SPENT PREVIOUS CONTRACT:	N/A
INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):	N/A
NUMBER OF BIDS/PROPOSALS DISTRIBUTED:	1,188 93 website viewings
NUMBER OF RESPONSES:	2
PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) IF YES, NUMBER OF FIRMS REPRESENTED:	Yes 4
REASONS FOR LIMITED RESPONSE (IF RELEVANT):	Limited response due to vendors 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:	85 consecutive calendar days from issuance of Notice to Proceed

COMMENTS:



MEMORANDUM

TO: Jake Scarpone
Purchasing Associate II

THROUGH: Tina Fleming *Tina Fleming*
Director of Community Services

FROM: Blake Christopher *Blake Christopher*
Business Officer

SUBJECT: Recommendation to Award RP036-22 Provision of Bay Creek Park Playground Replacements

DATE: January 5, 2023

REQUESTED ACTION

The Department of Community Services recommends award of the above referenced contract to PlaySouth, LLC in the amount of \$979,443.00.

DESCRIPTION

This contract provides for the demolition of existing playground equipment and install of new equipment at Bay Creek Park.

References checked? Yes X No _____

FINANCIAL

1. Estimated amount to be spent: \$979,443.00
2. Do total obligations agree with "Action Requested"? Yes x No _____
3. Budgeted: Yes x No _____
4. Contact name: Blake Christopher Contact phone: 770-822-8839

5. Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount	% of Award Amount
2023	320	216000		50807000	M-1046-04-5-05	\$979,443.00	100.00%
Total						\$979,443.00	100.00%

Transfer Required: Yes _____ No X

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

RP036-22

Provision of Bay Creek Park Playground Replacements
Department of Community Services

			Great Southern Recreation, LLC (OS)	PlaySouth, LLC (OC)
ITEM #	CRITERIA	POINTS ALLOCATED	TOTAL POINTS	TOTAL POINTS
Bay Creek Park Playground #1: Inclusive Playground at Baseball Complex				
1	Quantity/Quality of Inclusive Play Items Provided	25	18.00	20.71
2	Quantity/Quality of Other Play Items Provided	5	3.71	4.29
3	Quantity/Quality of Non-Play Items Provided	15	12.57	12.86
4	Utilization of Existing Space, Design Considerations	10	8.14	8.57
5	Product Specifications	10	5.43	7.00
6	Product Warranty, Ease of Maintenance, Factory Support	20	11.71	16.29
7	Schedule for Installation, Qualifications of Installer	10	5.00	8.71
8	References	5	4.00	5.00
TOTAL		100	68.56	83.43
Bay Creek Park Playground #2: Active Playground at Baseball Complex				
1	Quantity/Quality of Active Play Items Provided	25	18.43	20.29
2	Quantity/Quality of passive Play Items Provided	5	3.43	3.86
3	Quantity/Quality of Non-Play Items Provided	15	11.86	11.71
4	Utilization of Existing Space, Design Considerations	10	7.29	8.86
5	Products Specifications	10	7.14	7.43
6	Product Warranty, Ease of Maintenance, Factory Support	20	11.43	16.29
7	Schedule for Installation, Qualifications of Installer	10	5.00	8.71
8	References	5	4.00	5.00
TOTAL		100	68.58	82.15

Recommended Vendor:

PlaySouth, LLC
Attn: Malcolm Hammonds
PO Box 492467
Atlanta, GA 30349
Phone: 770-878-0210
Email: malcolm@playsouth.net

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:		<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20230006	20211424			
Department:	Community Services		Date Submitted:	12/12/2022
Working Session:	01/17/2023	Business Session:	01/17/2023	Public Hearing:
Submitted By:	Purchasing – Katie Maldonado – JS		Multiple Depts?	No
Agenda Type	Approval			
Item of Business:	Locked by Purchasing			No
to renew BL001-20, provision of grounds maintenance services at various parks and recreation locations on an annual contract (March 1, 2023 through February 29, 2024), with ACS Landscape Management, Inc. and Visionscapes, Inc., base bid \$290,000.00.				
Attachments	Summary Sheet, Justification Letter			
Authorization: Chairwoman's Signature?	No			
Staff Recommendation	Approval			
BAC Action:				
Department Head	tdfleming (12/15/2022)			
Attorney	mnbaptistejeannoel (1/10/2023)			
Agenda Purpose Only				

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	General	*	\$5,800	mbwoods (1/6/2023)
Yes	Recreation	*	\$284,200	
Finance Comments				FinDir's Initials
*The current balance in General Operating Expenses is checked as services are provided. The requested allocation is an estimate based on the recommended base bid. For FY2023 \$242,614 is available. For FY2024, \$47,386 is subject to budget approval.				bjalexzulian (1/5/2023)

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 – BL001-20**Provision of Grounds Maintenance Services at Various Parks and Recreation Locations on an Annual Contract**

PURPOSE:	This contract provides for basic lawn maintenance, management of planting beds, islands, and tree wells in designated areas at locations throughout the County.
LOCATION:	Various locations throughout Gwinnett County
AMOUNT TO BE SPENT:	\$290,000.00
PREVIOUS CONTRACT AWARD AMOUNT:	\$265,000.00
AMOUNT SPENT PREVIOUS CONTRACT:	\$500,000.00
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 three (3) of four (4).
MARKET PRICES COMPARISON (FOR RENEWALS):	An analysis reveals an approximate 12% increase in market pricing. However, the current vendors have agreed to renew with a 2% increase for the upcoming contract period.
CONTRACT TERM:	March 1, 2023 through February 29, 2024

COMMENTS:



MEMORANDUM

TO: Jake Scarpone
Purchasing Associate II

THROUGH: Tina Fleming *Tina Fleming*
Director of Community Services

FROM: Blake Christopher *Blake Christopher*
Business Officer

SUBJECT: Recommendation to Renew BL001-20, Grounds Maintenance Services at Various Park & Recreation Locations

DATE: October 27, 2022

REQUESTED ACTION

The Department of Community Services recommends renewal of the above referenced contract with ACS Landscape Management, Inc & Visionscapes, Inc. in the amount of \$290,000.00.

DESCRIPTION

This contract provides for basic lawn maintenance, management of planting beds, islands, and tree wells in designated areas at locations throughout the County.

FINANCIAL

1. Estimated amount to be spent: \$290,000.00
2. Projected amount to be spent previous contract period: \$500,000.00
3. Do total obligations agree with "Action Requested"? Yes X No
4. Budgeted: Yes X No
5. Contact name: Blake Christopher Contact phone: 770-822-8839

6. Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount	% of Award Amount
2023	001	116011	24100006	50404217		\$4,814.00	1.66%
2023	105	116008	24070014	50404217		\$237,800.00	82.00%
2024	001	116011	24100006	50404217		\$986.00	0.34%
2024	105	116008	24070014	50404217		\$46,400.00	16.00%
					Total	\$290,000.00	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 #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20230015	20211326		
Department:	Community Services	Date Submitted:	12/13/2022
Working Session:	01/17/2023	Business Session:	01/17/2023
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 OS006-20, purchase of voting system paper on an annual contract (February 18, 2023 through February 17, 2024), with Dominion Voting Systems, Inc., using a competitively procured State of Georgia contract, base amount \$130,000.00.			
Attachments	Summary Sheet, Justification Letter		
Authorization: Chairwoman's Signature?	<input type="checkbox"/> No		
Staff Recommendation	Approval		
BAC Action:			
Department Head	tdfleming (12/15/2022)		
Attorney	mfwilson (1/10/2023)		
Agenda Purpose Only			

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	General	*	\$130,000	mbwoods (1/6/2023)
Finance Comments	*The current balance in Printing/Binding Services is checked as items are purchased. The requested allocation is an estimate based on the recommended base bid. For FY2023 \$108,333 is available. For FY2024, \$21,667 is subject to budget approval.			FinDir's Initials bjalexzulian (1/5/2023)

Budget Adjust Grand Jury

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

SUMMARY – OS006-20
Purchase of Voting System Paper on an Annual Contract

PURPOSE:	This contract allows for the purchase of security paper required by the State of Georgia for printing election ballots.
LOCATION:	Various locations throughout Gwinnett County
AMOUNT TO BE SPENT:	\$130,000.00
PREVIOUS CONTRACT AWARD AMOUNT:	\$130,000.00
AMOUNT SPENT PREVIOUS CONTRACT:	\$65,000.00
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:	N/A
MARKET PRICES COMPARISON (FOR RENEWALS):	N/A
CONTRACT TERM:	February 18, 2023 through February 17, 2024

COMMENTS:



MEMORANDUM

TO: Jake Scarpone
Purchasing Associate II

THROUGH: Tina Fleming *Tina Fleming*
Director of Community Services

FROM: Blake Christopher *Blake Christopher*
Business Officer

SUBJECT: Recommendation to Renew OS006-20 Purchase of Voting System Paper on an Annual Contract

DATE: October 5, 2022

REQUESTED ACTION

The Department of Community Services recommends renewal of the above referenced contract with Dominion Voting Systems in the amount of \$130,000.00.

DESCRIPTION

This contract provides paper ballots for Voter Registration and Elections.

FINANCIAL

1. Estimated amount to be spent: \$130,000.00
2. Projected amount to be spent previous contract period: \$65,000.00
3. Do total obligations agree with "Action Requested"? Yes No
4. Budgeted: Yes No
5. Contact name: Blake Christopher Contact phone: 770.822.8839

6. Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount	% of Award Amount
2023	001	135000	45000001	50407301		\$108,333.33	83.33%
2024	001	135000	45000001	50407301		\$21,666.67	16.67%
Total						\$130,000.00	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 #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20230036			
Department:	Financial Services	Date Submitted:	12/15/2022
Working Session:	01/17/2023	Business Session:	01/17/2023
Submitted By:	adslayton	Public Hearing:	
Agenda Type	Approval/authorization	Multiple Depts?	No
Item of Business:	Locked by Purchasing <input type="checkbox"/> No		
<p>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. Subject to approval as to form by the Law Department.</p>			
Attachments	Justification, Resolution, Loan Agreement and Promissory Note		
Authorization:	Chairwoman's Signature?	<input type="checkbox"/> Yes	
Staff Recommendation	Approval		
BAC Action:	Water and Sewerage Authority Approved on January 9, 2023, Vote 4-0.		
Department Head	bjalexzulian (1/5/2023)		
Attorney	mfwilson (1/10/2023)		
Agenda Purpose Only			

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
No	Water & Sewer R&E	**	\$50,510,775	mbwoods (1/10/2023)
No	Water & Sewer Op	**	\$25,000	
Finance Comments	*Upon approval, adjust revenue and appropriations budget as necessary to allocate GEFA loan funding and establish funding for GEFA loan closing costs and debt service.			FinDir's Initials bjalexzulian (1/10/2023)

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"/>	
		Vote



MEMORANDUM

TO: Chairwoman Hendrickson
District Commissioners

FROM: Buffy Alexzulian *Bauf.*
Director of Financial Services

SUBJECT: 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.

DATE: January 4, 2023

ITEM OF BUSINESS:

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.

BACKGROUND AND DISCUSSION:

Early in 2022 the Department of Water Resources identified a sewer improvement project that would reduce the amount of biosolid waste that is transported to landfills. This biosolids project has an estimated cost of \$100 million. On June 7, 2022, the Board of Commissioners approved a resolution authorizing Gwinnett County to apply for and accept loans from the Georgia Environmental Finance Authority State Revolving Loan Funds to help finance the biosolids project.

At their meeting in August 2022, the GEFA board approved a loan to Gwinnett County for up to \$50 million at an interest rate of 0.07% and for a 15-year term. This Supplemental Resolution will authorize the Chairwoman to execute the Loan Agreement and Note to finalize the loan.

In addition to the GEFA loan, Water Resources has secured \$15,000,000 from State ARPA Funding and has applied for a \$21,250,000 grant from the USDA for this project. The remaining \$13,750,000 will be funded from the Water & Sewer Renewal & Extension Fund.



August 23, 2022

Tyler Richards
Department Director
Gwinnett County Board of Commissioners
684 Winder Hwy
Lawrenceville, GA 30045

Re: Gwinnett County BOC – Loan No. CW2022031

Dear Mr. Richards:

The board of directors of the Georgia Environmental Finance Authority (GEFA) approved your loan application for a Clean Water State Revolving Fund loan in the amount of \$50,000,000 on August 23, 2022. GEFA looks forward to working with you on this loan. Enclosed is a checklist to assist you in executing the loan agreement.

Carefully read the loan agreement, promissory note and all related documents before completing, signing and returning them. We are happy to answer questions that you may have. Based on the questions we most commonly receive we've prepared the following list of important terms for your convenience.

1. Origination Fee. The origination fee is payable in one payment of \$500,000 by the 15th day of the second month following the date that GEFA executes the loan agreement. An electronic bill will be sent prior to the payment being debited from the bank account indicated on the ACH debit agreement.
2. Loan Continuation Fee. Section 4(c) of the loan agreement states that in the event the Borrower fails to draw funds within six months of loan agreement execution, GEFA will assess a Loan Continuation Fee as published in the Lender Fee Schedule, which is available on GEFA's website. The Loan Continuation Fee will be assessed every month thereafter until the Borrower makes an initial draw of funds from the loan for the project or reverts the loan commitment.
3. Federal Requirements. Carefully review with your engineer, consultants and counsel as necessary the federal requirements listed in Exhibit D of the loan agreement.
4. Construction Interest. Interest accrued on funds drawn during construction will be billed and collected monthly during construction by use of electronic debit transactions. Construction interest will be charged and collected monthly only on the outstanding balance of funds disbursed to date.
5. Amortization Schedule. The monthly installment amount is not provided within the loan documents because the Borrower may drawdown less than the entire loan amount. As a courtesy to our



customers, GEFA provides an estimated installment amount based on information provided within the loan documents. If the full amount of funds indicated in the loan documents is disbursed to the project and all requirements for this project are met, the installment amount will be approximately \$297,246.77 per month throughout the life of repayment.

6. Future Audits and Financial Compliance. Within six months after the end of each fiscal year, the Borrower will deliver to GEFA a copy of the Borrower's financial statements as required under the state audit requirements (O.C.G.A. Section 36-81-7) and a compliance certificate stating the Borrower is meeting the 1.05 times debt service coverage ratio, as detailed in the Loan Agreement. The loan agreement includes a full faith and credit pledge supporting this obligation.

If you have any questions, please contact me at 404-450-8381 or acarroll@gefa.ga.gov.

Sincerely,



Amanda Carroll
Project Manager

Enclosures



DOCUMENTS AND INFORMATION NEEDED FOR LOAN EXECUTION

As part of our efforts to promptly make funds available to borrowers and to manage lending capacity efficiently, we require that each borrower execute their loan agreement within six months of approval by the board of directors of the Georgia Environmental Finance Authority (GEFA). In order to execute these loan documents in a timely manner, please utilize the checklist below and follow the instructions provided therein.

- Loan Agreement. Two copies of the loan agreement are enclosed. Each copy is an original counterpart and each must be executed. **Do not** fill in the date on page one of the loan agreement. Have the appropriate official sign each loan agreement and the appropriate person attest the signature. Once signed, return **both** loan agreements with the other documents to GEFA for execution. We will return your counterpart to you. **Do not sign the "specimen" promissory note in Exhibit B of the loan agreement.**
- Exhibit E – Opinion of Borrower's Attorney. Exhibit E is a sample letter that must be prepared by the borrower's attorney on the attorney's letterhead. This letter ensures that the documents have been properly reviewed. On the signature page of the loan agreement (page 14) and the signature page of the promissory note, the borrower's attorney must also sign on both documents where indicated "Approved as to form."
- Exhibit F – Resolution of Governing Body. This resolution must be passed at a meeting of the borrower's governing body. It authorizes one chief elected official of the borrower to sign and another official of the borrower to attest both copies of the loan agreement, the promissory note, and any related documents necessary to execute the loan agreement.
- Promissory Note (blue paper backing). The note, as now drafted, assumes that all dates and dollar amounts found in Exhibit A are correct. The promissory note must be signed, dated, and returned to GEFA prior to a draw being approved. A specimen of this note is located in Exhibit B of the loan agreement. **Do not** sign the specimen note found in Exhibit B.
- Signature Card (blue card stock). All draw requests must be signed by a designated official(s) of the borrower. It is the borrower's option to decide who signs and how many signatures are required. On this blue card, you may designate up to four individuals and indicate whether one or two signatures are required. Draws will not be processed without the appropriate signature(s); therefore, we suggest that more than one person be authorized to sign the draw form. The attesting signature at the bottom of the card must **not** be from an individual who is being given authorization to sign a drawdown request.



- Authorization Agreement for ACH Credits and Debits. This form designates the financial institution, the routing number, and account number to which GEFA will transfer funds. This form also provides GEFA the information needed to initiate the electronic debit transactions for the origination fee and other fees that may be charged from time to time in accordance with the loan agreement. The borrower's federal employer identification number (EIN) should be included on this form. Return the completed form with a voided check or deposit slip for account number verification.

- 8038-G and Tax Certificate. Complete, sign and attest as required the 8038-G form for Tax-Exempt Governmental Obligations and tax certificate. Refer to the enclosed sheet for further instructions concerning the completion of these forms.

- GEFA Fiscal Sustainability Plan (FSP) Certification. Section 603(d)(1)(E) of the Clean Water Act requires the development of a Fiscal Sustainability Plan (FSP) for any loan that will repair, replace, or expand a treatment works. The borrower must select one of two certification options included on the third page of the FSP Certification document.

- Accountant's Letter. Your accountant should complete the enclosed form of the accountant's letter. This letter should cover: (1) all completed annual audits and (2) the period starting immediately after the last annual audit through the most recent interim operating statements. A copy is also available on GEFA's website at:
http://gefa.georgia.gov/sites/gefa.georgia.gov/files/related_files/document/Accountants-Letter.pdf

- Project Performance Worksheet. Use the following link to enter the project-related information: <https://georgiaenvironmentalfinanceauthority.quickbase.com/db/bjnv3ccc5?a=nwr>. Read the instructions prior to completing this project performance worksheet.



Recipient Execution Checklist

Borrower Name: Gwinnett County Board of Commissioners Loan Number: CW2022031

For your convenience, this checklist will help you complete all pertinent documents that must be returned to GEFA for execution. Please **initial** each item below to verify the items are completed. Please return this initialed checklist with your executed loan documents by February 23, 2023, the contract execution expiration date as outlined in item (13)(d) of the loan agreement.

_____ **(2) Loan Agreements**

- Both loan agreements are signed and marked with the borrower's seal

_____ **Exhibit E: Opinion of Borrower's Counsel**

- Signed, dated, and on the attorney's letterhead

_____ **Exhibit F: Resolution of Governing Body**

- Signed, dated, and marked with the borrower's seal. **This resolution authorizes the signer and attestor. The same people must sign all the documents.**

_____ **Promissory Note**

- Signed, dated, and marked with the borrower's seal

_____ **IRS 8038-G Form**

- Sections #3a, #3b, #10a, and #10b are completed
- Signed and dated by the mayor, chairman, sole commissioner, or director

_____ **Tax Certificate**

- Signed, dated, and marked with the borrower's seal

_____ **Signature Card**

- Completed, box checked, attested (not one of the signers), and dated

_____ **Fiscal Sustainability Plan Certification**

- Signed, dated, and marked with the borrower's seal

_____ **Vendor Authorization for ACH Electronic Funds Transfer**

- Completed, signed, and dated with a voided check/deposit ticket attached

_____ **Letter from Borrower's Auditor**

- GEFA project manager will provide a template.

_____ **Project Performance Worksheet**

- <https://georgiaenvironmentalfinanceauthority.quickbase.com/db/bjnv3ccc5?a=nwr>



**CLEAN WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA
ENVIRONMENTAL FINANCE AUTHORITY**

(a public corporation duly created and
existing under the laws of
the State of Georgia)
as Lender

and

GWINNETT COUNTY BOARD OF COMMISSIONERS
(a public body corporate and politic duly created and existing
under the laws of the State of Georgia)
as Borrower

LOAN AGREEMENT

LOAN AGREEMENT

This **LOAN AGREEMENT** (this "**Agreement**") dated _____, 20____, by and between **WINNETT COUNTY BOARD OF COMMISSIONERS**, a Georgia public body corporate and politic (the "**Borrower**"), whose address for purposes of this Agreement shall be **684 WINDER HWY, LAWRENCEVILLE, GA 30045**, and the **CLEAN WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY**, a Georgia public corporation (the "**Lender**"), whose address for purposes of this Agreement shall be 47 Trinity Ave SW, Fifth Floor, Atlanta, GA 30334-9006.

1. **Background** - The Lender desires to loan to the Borrower **FIFTY MILLION DOLLARS AND ZERO CENTS (\$50,000,000)** from the **CLEAN WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "**Fund**") to finance the costs of acquiring, constructing, and installing the environmental facilities described in Exhibit A attached hereto (the "**Project**"). The Environmental Protection Division ("**EPD**") of the Department of Natural Resources of the State of Georgia has completed all existing statutory reviews and approvals with respect to the Project, as required by Section 50-23-9 of the Official Code of Georgia Annotated, and has approved or will approve the detailed plans and specifications (the "**Plans and Specifications**") for the Project prepared or to be prepared by the Borrower's engineer (the "**Engineer**"), which may be amended from time to time by the Borrower but subject to the approval of the EPD.

2. **Loan** - Subject to the terms and conditions of this Agreement, the Lender agrees to make the following loan or loans (collectively, the "**Loan**") available to the Borrower:

(a) The Lender agrees to advance to the Borrower, on or prior to the earlier of (1) the Completion Date (as hereinafter defined), (2) **MAY 1, 2027**, or (3) the date that the loan evidenced by this Note is fully disbursed, the Loan in a principal amount of up to **\$50,000,000** which Loan may be disbursed in one or more advances but each such disbursement shall reduce the Lender's loan commitment hereunder and any sums advanced hereunder may not be repaid and then re-borrowed.

(b) The Lender's commitment in paragraph (a) above to make advances to the Borrower shall be a limited obligation of the Lender, to be funded solely from available moneys in the Fund and from no other source of funds, including other funds of the Lender.

(c) The Borrower's obligation to pay the Lender the principal of and interest on the Loan shall be evidenced by the records of the Lender and by the Note described below.

3. **Note** - The Loan shall be evidenced by the Promissory Note, dated this date, executed by the Borrower in favor of the Lender in an original stated principal amount

equal to the maximum amount of the Loan as described above (the “**Note**,” which term shall include any extensions, renewals, modifications, or replacements thereof). The Note shall be in substantially the form attached to this Agreement as Exhibit B.

4. Interest, Fees, and Other Charges - In consideration of the Loan, the Borrower shall pay the Lender the following interest, fees, and other charges:

(a) The Loan shall bear interest at the rate or rates per annum specified in the Note and such interest shall be calculated in the manner specified in the Note.

(b) The Borrower agrees to pay all reasonable out-of-pocket costs and expenses of the Lender incurred in connection with its negotiation, structuring, documenting, and closing the Loan, including, without limitation, the reasonable fees and disbursements of counsel for the Lender. The Borrower agrees to pay all reasonable out-of-pocket costs and expenses of the Lender incurred in connection with its administration or modification of, or in connection with the preservation of its rights under, enforcement of, or any refinancing, renegotiation, restructuring, or termination of, any Credit Document (as hereinafter defined) or any instruments referred to therein or any amendment, waiver, or consent relating thereto, including, without limitation, the reasonable fees and disbursements of counsel for the Lender. Such additional loan payments shall be billed to the Borrower by the Lender from time to time, together with a statement certifying that the amount billed has been incurred or paid by the Lender for one or more of the above items. Amounts so billed shall be paid by the Borrower within thirty (30) days after receipt of the bill by the Borrower.

(c) In the event the Borrower fails to request any advances under the Loan within six (6) months after the dated date of this Agreement, the Borrower shall pay the Lender a fee equal to the Lender’s Loan Continuation Fee, as published from time to time in the Lender’s fee schedules, if the Lender requests the Borrower to pay such fee in writing within twelve (12) months after the dated date of this Agreement, such fee to be payable within fifteen (15) days of such written request.

(d) The Borrower shall pay the Lender an origination fee for the loan in the amount of one percent (1%) of the maximum amount of the Loan, payable on the dates specified by the Lender on not less than thirty (30) days written advance notice.

5. Prepayment - The Loan shall be prepayable in accordance with the terms and conditions of the Note.

6. Authorized Borrower Representative and Successors - The Borrower shall designate a person to act on behalf of the Borrower under this Agreement (the “**Authorized Borrower Representative**”) by written certificate furnished to the Lender, containing the specimen signature of such person and signed on behalf of the Borrower by its chief executive officer. Such certificate or any subsequent or supplemental certificate so executed may designate an alternate or alternates. In the event that any person so designated and his alternate or alternates, if any, should become unavailable

or unable to take any action or make any certificate provided for or required in this Agreement, a successor shall be appointed in the same manner.

7. Conditions to the Loan - At the time of the making of each advance under the Loan by the Lender to the Borrower under this Agreement (each an "**Advance**"), the following conditions shall have been fulfilled to the Lender's satisfaction:

(a) This Agreement and the Note shall have been duly executed and delivered by all required parties thereto and in form and substance satisfactory to the Lender, and the Lender shall have received (1) a certified copy of the resolution adopted by the Borrower's governing body, substantially in the form of Exhibit F attached hereto, and (2) a signed opinion of counsel to the Borrower, substantially in the form of Exhibit E attached hereto.

(b) There shall then exist no Event of Default under this Agreement (or other event that, with the giving of notice or passage of time, or both, would constitute such an Event of Default).

(c) All representations and warranties by the Borrower in this Agreement and the Note (collectively the "**Credit Documents**") shall be true and correct in all material respects with the same effect as if such representations and warranties had been made on and as of the date of such advance.

(d) Since the date of the most recent annual financial statements of the Borrower delivered to the Lender, there shall have been no material adverse change in the financial condition, assets, management, control, operations, or prospects of the Borrower.

(e) The Advance to be made and the use of the proceeds thereof shall not violate any applicable law, regulation, injunction, or order of any government or court.

(f) The Borrower shall submit requests for Advances not more frequently than monthly and at least 21 days before the requested disbursement date.

(g) The Advance to be made and the use of the proceeds thereof shall be limited to payment of costs of the Project set forth in the Project budget included as part of Exhibit A and contemplated by the Plans and Specifications approved by the EPD.

(h) There shall be filed with the Lender:

(1) A requisition for such Advance, stating the amount to be disbursed.

(2) A certificate executed by the Authorized Borrower Representative attached to the requisition and certifying:

(A) that an obligation in the stated amount has been incurred by the Borrower and that the same is a cost of the Project and is presently due and payable or has been paid by the Borrower and is reimbursable hereunder and stating that the bill or statement of account for such obligation, or a copy thereof, is attached to the certificate;

(B) that the Borrower has no notice of any vendor's, mechanic's, or other liens or rights to liens, chattel mortgages, or conditional sales contracts that should be satisfied or discharged before such payment is made; and

(C) that each item on such requisition has not been paid or reimbursed, as the case may be, and such requisition contains no item representing payment on account of any retained percentages that the Borrower is, at the date of any such certificate, entitled to retain or payment for labor performed by employees of the Borrower.

(i) The completed construction on the Project shall be reviewed (at the time each requisition is submitted) by the Engineer, and the Engineer shall certify to the Lender as to (A) the cost of completed construction, (B) the percentage of completion, and (C) compliance with the Plans and Specifications.

8. Representations and Warranties - The Borrower hereby represents and warrants to the Lender:

(a) Creation and Authority. The Borrower is a public body corporate and politic duly created and validly existing under the laws of the State of Georgia and has all requisite power and authority to execute and deliver the Credit Documents and to perform its obligations thereunder.

(b) Pending Litigation. Except as disclosed in writing to the Lender, there are no actions, suits, proceedings, inquiries, or investigations pending or, to the knowledge of the Borrower, after making due inquiry with respect thereto, threatened against or affecting the Borrower in any court or by or before any governmental authority or arbitration board or tribunal, which involve the possibility of materially and adversely affecting the properties, activities, prospects, profits, operations, or condition (financial or otherwise) of the Borrower, or the ability of the Borrower to perform its obligations under the Credit Documents, or the transactions contemplated by the Credit Documents or which, in any way, would adversely affect the validity or enforceability of the Credit Documents or any agreement or instrument to which the Borrower is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby or thereby, nor is the Borrower aware of any facts or circumstances presently existing that would form the basis for any such actions, suits, or proceedings. Except as disclosed in writing to the Lender, the Borrower is not in default with respect to any judgment, order, writ, injunction, decree, demand, rule, or regulation of any court, governmental authority, or arbitration board or tribunal.

(c) Credit Documents are Legal and Authorized. The execution and delivery by the Borrower of the Credit Documents, the consummation of the transactions therein contemplated, and the fulfillment of or the compliance with all of the provisions thereof (i) are within the power, legal right, and authority of the Borrower; (ii) are legal and will not conflict with or constitute on the part of the Borrower a violation of or a breach of or a default under, any organic document, indenture, mortgage, security deed, pledge, note, lease, loan, or installment sale agreement, contract, or other agreement or instrument to

which the Borrower is a party or by which the Borrower or its properties are otherwise subject or bound, or any license, law, statute, rule, regulation, judgment, order, writ, injunction, decree, or demand of any court or governmental agency or body having jurisdiction over the Borrower or any of its activities or properties; and (iii) have been duly authorized by all necessary and appropriate official action on the part of the governing body of the Borrower. The Credit Documents are the valid, legal, binding, and enforceable obligations of the Borrower. The officials of the Borrower executing the Credit Documents are duly and properly in office and are fully authorized and empowered to execute the same for and on behalf of the Borrower.

(d) Governmental Consents. Neither the Borrower nor any of its activities or properties, nor any relationship between the Borrower and any other person, nor any circumstances in connection with the execution, delivery, and performance by the Borrower of its obligations under the Credit Documents, is such as to require the consent, approval, permission, order, license, or authorization of, or the filing, registration, or qualification with, any governmental authority on the part of the Borrower in connection with the execution, delivery, and performance of the Credit Documents or the consummation of any transaction therein contemplated, except as shall have been obtained or made and as are in full force and effect and except as are not presently obtainable. To the knowledge of the Borrower, after making due inquiry with respect thereto, the Borrower will be able to obtain all such additional consents, approvals, permissions, orders, licenses, or authorizations of governmental authorities as may be required on or prior to the date the Borrower is legally required to obtain the same.

(e) No Defaults. No event has occurred and no condition exists that would constitute an Event of Default or that, with the lapse of time or with the giving of notice or both, would become an Event of Default. To the knowledge of the Borrower, after making due inquiry with respect thereto, the Borrower is not in default or violation in any material respect under any organic document or other agreement or instrument to which it is a party or by which it may be bound, except as disclosed in writing to the Lender.

(f) Compliance with Law. To the knowledge of the Borrower, after making due inquiry with respect thereto, the Borrower is not in violation of any laws, ordinances, or governmental rules or regulations to which it or its properties are subject and has not failed to obtain any licenses, permits, franchises, or other governmental authorizations (which are presently obtainable) necessary to the ownership of its properties or to the conduct of its affairs, which violation or failure to obtain might materially and adversely affect the properties, activities, prospects, profits, and condition (financial or otherwise) of the Borrower, and there have been no citations, notices, or orders of noncompliance issued to the Borrower under any such law, ordinance, rule, or regulation, except as disclosed in writing to the Lender.

(g) Restrictions on the Borrower. The Borrower is not a party to or bound by any contract, instrument, or agreement, or subject to any other restriction, that materially and adversely affects its activities, properties, assets, operations, or condition (financial or otherwise), except as disclosed in writing to the Lender. The Borrower is not a party to any contract or agreement that restricts the right or ability of the Borrower to incur

indebtedness for borrowed money or to enter into loan agreements, except as disclosed in writing to the Lender. Any contract or agreement of the Borrower that pledges the revenues of the Borrower permits such pledged revenues to be used to make payments due under the Credit Documents.

(h) Disclosure. The representations of the Borrower contained in this Agreement and any certificate, document, written statement, or other instrument furnished by or on behalf of the Borrower to the Lender in connection with the transactions contemplated hereby, do not contain any untrue statement of a material fact and do not omit to state a material fact necessary to make the statements contained herein or therein not misleading. There is no fact that the Borrower has not disclosed to the Lender in writing that materially and adversely affects or in the future may (so far as the Borrower can now reasonably foresee) materially and adversely affect the acquisition, construction, and installation of the Project or the properties, activities, prospects, operations, profits, or condition (financial or otherwise) of the Borrower, or the ability of the Borrower to perform its obligations under the Credit Documents or any of the documents or transactions contemplated hereby or thereby or any other transactions contemplated by this Agreement, which has not been set forth in writing to the Lender or in the certificates, documents, and instruments furnished to the Lender by or on behalf of the Borrower prior to the date of execution of this Agreement in connection with the transactions contemplated hereby.

(i) Project Compliance. The Project complies or will comply with all presently applicable building and zoning, health, environmental, and safety ordinances and laws and all other applicable laws, rules, and regulations of any and all governmental and quasi-governmental authorities having jurisdiction over any portion of the Project.

(j) Financial Statements. The financial statements of the Borrower that have been provided to the Lender in connection with the Loan present fairly the financial position of the Borrower as of the date thereof and the results of its operations and its cash flows of its proprietary fund types for the period covered thereby, all in conformity with generally accepted accounting principles (subject to normal year-end adjustments in the case of interim statements). Additionally, the Borrower agrees that all future financial statements that are required to be submitted to the Authority will be prepared in conformity with generally accepted accounting principles, including infrastructure provisions of GASB 34. Since the date of the most recent annual financial statements for the Borrower delivered to the Lender in connection with the Loan, there has been no material adverse change in the Borrower's financial condition, assets, management, control, operations, or prospects.

(k) Reaffirmation. Each request by the Borrower for an advance under the Loan shall constitute a representation and warranty by the Borrower to the Lender that the foregoing statements are true and correct on the date of the request and after giving effect to such advance.

(l) Borrower's Tax Certificate. The representations and warranties of the Borrower set forth in the Borrower's Tax Certificate, dated the date hereof, are hereby

incorporated herein and made a part hereof by this reference thereto, as if fully set forth herein, and are true and correct as of the date hereof.

9. Security for Payments under Credit Documents - (a) As security for the payments required to be made and the obligations required to be performed by the Borrower under the Credit Documents, the Borrower hereby pledges to the Lender its full faith and credit and revenue-raising power (including its taxing power) for such payment and performance. The Borrower covenants that, in order to make any payments required by the Credit Documents when due from its funds to the extent required hereunder, it will exercise its power of taxation and its power to set rates, fees, and charges to the extent necessary to pay the amounts required to be paid under the Credit Documents and will make available and use for such payments all rates, fees, charges, and taxes levied and collected for that purpose together with funds received from any other sources. The Borrower further covenants and agrees that in order to make funds available for such purpose in each fiscal year, it will, in its revenue, appropriation, and budgetary measures through which its tax funds or revenues and the allocation thereof are controlled or provided for, include sums sufficient to satisfy any such payments that may be required to be made under the Credit Documents, whether or not any other sums are included in such measure, until all payments so required to be made under the Credit Documents shall have been made in full. The obligation of the Borrower to make any such payments that may be required to be made from its funds shall constitute a general obligation of the Borrower and a pledge of the full faith and credit of the Borrower to provide the funds required to fulfill any such obligation. In the event for any reason any such provision or appropriation is not made as provided in this Section 9, then the fiscal officers of the Borrower are hereby authorized and directed to set up as an appropriation on their accounts in the appropriate fiscal year the amounts required to pay the obligations that may be due from the funds of the Borrower. The amount of such appropriation shall be due and payable and shall be expended for the purpose of paying any such obligations, and such appropriation shall have the same legal status as if the Borrower had included the amount of the appropriation in its revenue, appropriation, and budgetary measures, and the fiscal officers of the Borrower shall make such payments required by the Credit Documents to the Lender if for any reason the payment of such obligations shall not otherwise have been made.

(b) The Borrower covenants and agrees that it shall, to the extent necessary, levy an annual ad valorem tax on all taxable property located within the territorial or corporate limits of the Borrower, as now existent and as the same may hereafter be extended, at such rate or rates, within any limitations that may be prescribed by law, as may be necessary to produce in each year revenues that will be sufficient to fulfill the Borrower's obligations under the Credit Documents, from which revenues the Borrower agrees to appropriate sums sufficient to pay in full when due all of the Borrower's obligations under the Credit Documents. Nothing herein contained, however, shall be construed as limiting the right of the Borrower to make the payments called for by the Credit Documents out of any funds lawfully available to it for such purpose, from whatever source derived (including general funds or enterprise funds).

10. Borrower Covenants - The Borrower agrees to comply with the following covenants so long as this Agreement is in effect:

(a) Information. The Borrower shall deliver to the Lender, within 180 days after the end of each fiscal year, an electronic copy of the financial statements required under state audit requirements (O.C.G.A. Section 36-81-7). Borrower's annual financial statements shall be prepared in accordance with generally accepted accounting principles and otherwise in form and substance satisfactory to the Lender, which financial statements shall be accompanied by a certificate of the Borrower (1) to the effect that the Borrower is not in default under any provisions of the Credit Documents and has fully complied with all of the provisions thereof, or if the Borrower is in default or has failed to so comply, setting forth the nature of the default or failure to comply, and (2) stating the Fixed Charges Coverage Ratio, the Fixed Charges, and the Income Available for Fixed Charges of the Borrower for the fiscal year. The Borrower also shall promptly provide the Lender (A) upon receipt thereof, a copy of each other report submitted to the Borrower by its accountants in connection with any annual, interim, or special audit made by them of the books of the Borrower (including, without limitation, any management report prepared in connection with such accountants' annual audit of the Borrower) and (B) with such other information relating to the Borrower and the Project as the Lender may reasonably request from time to time.

(b) Access to Property and Records. The Borrower agrees that the Lender, the EPD, and their duly authorized representatives and agents shall have the right, upon reasonable prior notice, to enter the Borrower's property at all reasonable times for the purpose of examining and inspecting the Project, including any construction or renovation thereof. The Borrower shall keep accurate and complete records and books of account with respect to its activities in which proper entries are made in accordance with generally accepted accounting principles reflecting all of its financial transactions. The Lender and the EPD shall also have the right at all reasonable times to examine and make extracts from the books and records of the Borrower, insofar as such books and records relate to the Project or insofar as necessary to ascertain compliance with this Agreement, and to discuss with the Borrower's officers, employees, accountants, and engineers the Project and the Borrower's activities, assets, liabilities, financial condition, results of operations, and financial prospects.

(c) Agreement to Acquire, Construct, and Install the Project. The Borrower covenants to cause the Project to be acquired, constructed, and installed without material deviation from the Plans and Specifications and warrants that the acquisition, construction, and installation of the Project without material deviation from the Plans and Specifications will result in facilities suitable for use by the Borrower and that all real and personal property provided for therein is necessary or appropriate in connection with the Project. The Borrower may make changes in or additions to the Plans and Specifications; provided, however, changes in or additions to the Plans and Specifications that are material shall be subject to the prior written approval of the Engineer and the EPD. The Borrower agrees to complete the acquisition, construction, and installation of the Project as promptly as practicable and with all reasonable dispatch after the date of this Agreement. Without limiting the foregoing sentence, the Borrower shall commence and

complete each activity or event by the deadline stated in the Project Schedule included as part of Exhibit A attached hereto. The Borrower shall comply with the bidding and preconstruction requirements set forth in Exhibit C attached hereto.

(d) Establishment of Completion Date. The date of completion of the acquisition, construction, and installation of the Project (the "**Completion Date**") shall be evidenced to the Lender and the EPD by a certificate of completion signed by the Authorized Borrower Representative and approved by the Engineer, stating that construction of the Project has been completed without material deviation from the Plans and Specifications and all labor, services, materials, and supplies used in such construction have been paid or provided for. Notwithstanding the foregoing, such certificate may state that it is given without prejudice to any rights against third parties that exist at the date of such certificate or that may subsequently come into being. It shall be the duty of the Borrower to cause the certificate contemplated by this paragraph to be furnished as soon as the construction of the Project shall have been completed.

(e) Indemnity. (1) To the extent provided by law, in addition to the other amounts payable by the Borrower under this Agreement (including, without limitation, Section 4 hereof), the Borrower hereby agrees to pay and indemnify the Lender from and against all claims, liabilities, losses, costs, and expenses (including, without limitation, reasonable attorneys' fees and expenses) that the Lender may (other than as a result of the gross negligence or willful misconduct of the Lender) incur or be subjected to as a consequence, directly or indirectly, of (i) any actual or proposed use of any proceeds of the Loan or the Borrower's entering into or performing under any Credit Document, (ii) any breach by the Borrower of any representation, warranty, covenant, or condition in, or the occurrence of any other default under, any of the Credit Documents, including without limitation all reasonable attorneys' fees or expenses resulting from the settlement or defense of any claims or liabilities arising as a result of any such breach or default, (iii) allegations of participation or interference by the Lender in the management, contractual relations, or other affairs of the Borrower, (iv) allegations that the Lender has joint liability with the Borrower to any third party as a result of the transactions contemplated by the Credit Documents, (v) any suit, investigation, or proceeding as to which the Lender is involved as a consequence, directly or indirectly, of its execution of any of the Credit Documents, the making of the Loan, or any other event or transaction contemplated by any of the Credit Documents, or (vi) the conduct or management of or any work or thing done on the Project and any condition of or operation of the Project.

(2) Nothing contained in this paragraph (e) shall require the Borrower to indemnify the Lender for any claim or liability that the Borrower was not given any opportunity to contest or for any settlement of any such action effected without the Borrower's consent. The indemnity of the Lender contained in this paragraph (e) shall survive the termination of this Agreement.

(f) Fixed Charges Coverage Ratio. The Borrower shall not permit the Fixed Charges Coverage Ratio for any fiscal year to be less than 1.05. The following terms are defined terms for purposes of this Agreement:

“Fixed Charges” means, for any period, the sum of all cash outflows that the Borrower cannot avoid without violating the Borrower’s long-term contractual obligations (those obligations that extend for a period greater than one year, determined in accordance with generally accepted accounting principles) and that are accounted for in the enterprise fund containing the Borrower’s water or sewer operations, including, but not limited to, (i) interest on long-term debt, determined in accordance with generally accepted accounting principles, (ii) payments under long-term leases (whether capitalized or operating), and (iii) scheduled payments of principal on long-term debt.

“Fixed Charges Coverage Ratio” means, for any period, the ratio of Income Available for Fixed Charges to Fixed Charges.

“Income Available For Fixed Charges” means, for any period, net income of the Borrower, plus amounts deducted in arriving at such net income for (i) interest on long-term debt (including the current portion thereof), (ii) depreciation, (iii) amortization, (iv) payments under long-term leases, and (v) transfers to other funds of the Borrower.

(g) Tax Covenants. The Borrower covenants that it will not take or omit to take any action nor permit any action to be taken or omitted that would cause the interest on the Note to become includable in the gross income of any owner thereof for federal income tax purposes. The Borrower further covenants and agrees that it shall comply with the representations and certifications it made in its Borrower’s Tax Certificate dated the date hereof and that it shall take no action nor omit to take any action that would cause such representations and certifications to be untrue.

11. Events of Default and Remedies – (a) Each of the following events shall constitute an Event of Default under this Agreement:

(1) Failure by the Borrower to make any payment with respect to the Loan (whether principal, interest, fees, or other amounts) when and as the same becomes due and payable (whether at maturity, on demand, or otherwise); or

(2) The Borrower shall (A) apply for or consent to the appointment of or the taking of possession by a receiver, custodian, trustee, or liquidator of the Borrower or of all or a substantial part of the property of the Borrower; (B) admit in writing the inability of the Borrower, or be generally unable, to pay the debts of the Borrower as such debts become due; (C) make a general assignment for the benefit of the creditors of the Borrower; (D) commence a voluntary case under the federal bankruptcy law (as now or hereafter in effect); (E) file a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts; (F) fail to controvert in a timely or appropriate manner, or acquiesce in writing to, any petition filed against the Borrower in an involuntary case under such federal bankruptcy law; or (G) take any action for the purpose of effecting any of the foregoing; or

(3) A proceeding or case shall be commenced, without the application of the Borrower, in any court of competent jurisdiction, seeking (A) the liquidation,

reorganization, dissolution, winding-up, or composition or readjustment of debts of the Borrower; (B) the appointment of a trustee, receiver, custodian, liquidator, or the like of the Borrower or of all or any substantial part of the assets of the Borrower; or (C) similar relief in respect of the Borrower under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition and adjustment of debts, and such proceeding or case shall continue undismitted, or an order, judgment, or decree approving or ordering any of the foregoing shall be entered and continue in effect, for a period of sixty (60) days from commencement of such proceeding or case or the date of such order, judgment, or decree, or any order for relief against the Borrower shall be entered in an involuntary case or proceeding under the federal bankruptcy law; or

(4) Any representation or warranty made by the Borrower in any Credit Document shall be false or misleading in any material respect on the date as of which made (or deemed made); or

(5) Any default by the Borrower shall occur in the performance or observance of any term, condition, or provision contained in any Credit Document and not referred to in clauses (1) through (4) above, which default shall continue for thirty (30) days after the Lender gives the Borrower written notice thereof; or

(6) Any material provision of any Credit Document shall at any time for any reason cease to be valid and binding in accordance with its terms on the Borrower, or the validity or enforceability thereof shall be contested by the Borrower, or the Borrower shall terminate or repudiate (or attempt to terminate or repudiate) any Credit Document; or

(7) Default in the payment of principal of or interest on any other obligation of the Borrower for money borrowed (or any obligation under any conditional sale or other title retention agreement or any obligation secured by purchase money mortgage or deed to secure debt or any obligation under notes payable or drafts accepted representing extensions of credit or on any capitalized lease obligation), or default in the performance of any other agreement, term, or condition contained in any contract under which any such obligation is created, guaranteed, or secured if the effect of such default is to cause such obligation to become due prior to its stated maturity; provided that in each and every case noted above the aggregate then outstanding principal balance of the obligation involved (or all such obligations combined) must equal or exceed \$100,000; or

(8) Default in the payment of principal of or interest on any obligation of the Borrower for money borrowed from the Lender (other than the Loan) or default in the performance of any other agreement, term, or condition contained in any contract under which any such obligation is created, guaranteed, or secured if the effect of such default is to entitle the Lender to then cause such obligation to become due prior to its stated maturity (the parties intend that a default may constitute an Event of Default under this paragraph (8) even if such default would not constitute an Event of Default under paragraph (7) immediately above); or

(9) The dissolution of the Borrower; or

(10) Any material adverse change in the Borrower's financial condition or means or ability to perform under the Credit Documents; or

(11) The occurrence of any other event as a result of which the Lender in good faith believes that the prospect of payment in full of the Loan is impaired.

(b) Upon the occurrence of an Event of Default, the Lender, at its option, without demand or notice of any kind, may declare the Loan immediately due and payable, whereupon all outstanding principal and accrued interest shall become immediately due and payable.

(c) Upon the occurrence of an Event of Default, the Lender, without notice or demand of any kind, may from time to time take whatever action at law or in equity or under the terms of the Credit Documents may appear necessary or desirable to collect the Loan and other amounts payable by the Borrower hereunder then due or thereafter to become due, or to enforce performance and observance of any obligation, agreement, or covenant of the Borrower under the Credit Documents.

(d) In the event of a failure of the Borrower to pay any amounts due to the Lender under the Credit Documents within 15 days of the due date thereof, the Lender shall perform its duty under Section 50-23-20 of the Official Code of Georgia Annotated to notify the state treasurer of such failure, and the Lender may apply any funds allotted to the Borrower that are withheld pursuant to Section 50-23-20 of the Official Code of Georgia Annotated to the payment of the overdue amounts under the Credit Documents.

(e) Upon the occurrence of an Event of Default, the Lender may, in its discretion, by written notice to the Borrower, terminate its remaining commitment (if any) hereunder to make any further advances of the Loan, whereupon any such commitment shall terminate immediately.

12. Assignment or Sale by Lender - (a) The Credit Documents, and the obligation of the Borrower to make payments thereunder, may be sold, assigned, or otherwise disposed of in whole or in part to one or more successors, grantors, holders, assignees, or subassignees by the Lender. Upon any sale, disposition, assignment, or reassignment, the Borrower shall be provided with a notice of such assignment. The Borrower shall keep a complete and accurate register of all such assignments in form necessary to comply with Section 149(a) of the Internal Revenue Code of 1986, as amended.

(b) The Borrower agrees to make all payments to the assignee designated in the assignment, notwithstanding any claim, defense, setoff, or counterclaim whatsoever that the Borrower may from time to time have against the Lender. The Borrower agrees to execute all documents, including notices of assignment, which may be reasonably requested by the Lender or its assignee to protect its interests in the Credit Documents.

(c) The Borrower hereby agrees that the Lender may sell or offer to sell the Credit Documents (i) through a certificate of participation program, whereby two or more interests are created in the Credit Documents or the payments thereunder or (ii) with other

similar instruments, agreements, and obligations through a pool, trust, limited partnership, or other entity.

13. Miscellaneous - (a) This Agreement shall be governed by and construed in accordance with the internal laws of the State of Georgia, exclusive of such state's rules regarding choice of law.

(b) This Agreement shall be binding upon and shall inure to the benefit of the Borrower, the Lender, and their respective heirs, legal representatives, successors, and assigns, but the Borrower may not assign or transfer any of its rights or obligations hereunder without the express prior written consent of the Lender.

(c) This Agreement may not be waived or amended except by a writing signed by authorized officials of the Lender and the Borrower.

(d) This Agreement shall be effective on the date on which the Borrower and the Lender have signed one or more counterparts of it and the Lender shall have received the same, provided the Lender receives the same executed by the Borrower by **FEBRUARY 23, 2023**. At such time as the Lender is no longer obligated under this Agreement to make any further advances under the Loan and all principal, interest, or other amounts owing with respect to the Loan and hereunder have been finally and irrevocably repaid by the Borrower to the Lender, this Agreement shall terminate.

(e) All notices, certificates, requests, demands, or other communications hereunder shall be sufficiently given and shall be deemed given upon receipt, by hand delivery, mail, overnight delivery, telecopy, or other electronic means, addressed as provided at the beginning of this Agreement. Any party to this Agreement may, by notice given to the other party, designate any additional or different addresses to which subsequent notices, certificates, or other communications shall be sent. For purposes of this Section, "electronic means" shall mean telecopy or facsimile transmission or other similar electronic means of communication that produces evidence of transmission.

(f) This Agreement may be executed in one or more counterparts.

(g) All pronouns used herein include all genders and all singular terms used herein include the plural (and vice versa).

(h) In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

(i) Statements in Exhibit D attached hereto shall govern the matters they address.

(j) This Agreement and the Note constitute the entire agreement between the Borrower and the Lender with respect to the Loan and supersede all prior agreements, negotiations, representations, or understandings between such parties with respect to such matters.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officials hereunto duly authorized as of the date first above written.

GWINNETT COUNTY BOARD OF COMMISSIONERS

Approved as to form:

By: _____
Borrower's Attorney

Signature: _____

Print Name: _____

Title: _____

(SEAL)

Attest Signature: _____

Print Name: _____

Title: _____

**CLEAN WATER STATE REVOLVING FUND,
ADMINISTERED BY GEORGIA
ENVIRONMENTAL FINANCE AUTHORITY**

Signature: _____
Hunter Hill
Executive Director

(SEAL)

DESCRIPTION OF THE PROJECT

SCOPE OF WORK

Recipient: GWINNETT COUNTY BOARD OF COMMISSIONERS

Loan Number: CW2022031

This project will construct a biosolids dryer facility at the F. Wayne Hill Water Resources Center and related appurtenances.

DESCRIPTION OF THE PROJECT

PROJECT BUDGET

Recipient: GWINNETT COUNTY BOARD OF COMMISSIONERS

Loan Number: CW2022031

ITEM	TOTAL	CWSRF	FUTURE CWSRF LOAN	SFRF
Construction	\$72,122,818	\$36,061,409	\$25,242,986	\$10,818,423
Contingency	12,622,942	6,311,471	4,418,030	1,893,441
Engineering & Inspection	12,994,201	6,497,101	4,547,970	1,949,130
Administrative/Legal	2,260,039	1,130,019	791,014	339,006
TOTAL	\$100,000,000	\$50,000,000	\$35,000,000	\$15,000,000

*The amounts shown above in each budget item are estimates. Borrower may adjust the amounts within the various budget items without prior Lender approval provided Borrower does not exceed the loan amount contained in Section 1 of the Loan Agreement. In no event shall Lender be liable for any amount exceeding the loan amount contained in Section 1 of the Loan Agreement.

DESCRIPTION OF THE PROJECT

PROJECT SCHEDULE

Recipient: GWINNETT COUNTY BOARD OF COMMISSIONERS

Loan Number: CW2022031

ACTION	DATE
Plans & Specs Submitted to EPD	DECEMBER 2023
Bid Opening	DECEMBER 2023
Notice to Proceed	FEBRUARY 2024
Completion of Construction	JANUARY 2027

SPECIMEN PROMISSORY NOTE

\$50,000,000

FOR VALUE RECEIVED, the undersigned (hereinafter referred to as the “**Borrower**”) promises to pay to the order of the **CLEAN WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (hereinafter referred to as the “**Lender**”) at the Lender’s office located in Atlanta, Georgia, or at such other place as the holder hereof may designate, the principal sum of **FIFTY MILLION DOLLARS AND ZERO CENTS (\$50,000,000)**, or so much thereof as shall have been advanced hereagainst and shall be outstanding, together with interest on so much of the principal balance of this Note as may be outstanding and unpaid from time to time, calculated at the rate or rates per annum indicated below.

The unpaid principal balance of this Note shall bear interest at a rate per annum equal to **ZERO AND 07/100 PERCENT (0.07%)**, (1) calculated on the basis of actual number of days in the year and actual days elapsed until the Amortization Commencement Date (as hereinafter defined), and (2) calculated on the basis of a 360-day year consisting of twelve 30-day months thereafter.

Accrued interest on this Note shall be payable monthly on the first day of each calendar month until the first day of the calendar month following the earlier of (1) the Completion Date (as defined in the hereinafter defined Loan Agreement), (2) **MAY 1, 2027**, or (3) the date that the loan evidenced by this Note is fully disbursed (the “**Amortization Commencement Date**”). Principal of and interest on this Note shall be payable in **ONE HUNDRED SEVENTY-NINE (179)** consecutive monthly installments equal to the Installment Amount (as hereinafter defined), commencing on the first day of the calendar month following the Amortization Commencement Date, and continuing to be due on the first day of each succeeding calendar month thereafter, together with a final installment equal to the entire remaining unpaid principal balance of and all accrued interest on this Note, which shall be due and payable on the date that is **15** years from the Amortization Commencement Date (the “**Maturity Date**”).

This Note shall bear interest on any overdue installment of principal and, to the extent permitted by applicable law, on any overdue installment of interest, at the aforesaid rates. The Borrower shall pay a late fee equal to the Lender’s late fee, as published from time to time in the Loan Servicing Fee schedules, for any installment payment or other amount due hereunder that is not paid by the 15th of the month in which the payment is due.

“Installment Amount” means the amount equal to the monthly installment of principal and interest required to fully amortize the then outstanding principal balance of this Note as of the Amortization Commencement Date at the rate of interest on this Note, on the basis of level monthly debt service payments from the Amortization Commencement Date to and including the Maturity Date.

All payments or prepayments on this Note shall be applied first to unpaid fees and late fees, then to interest accrued on this Note through the date of such payment or prepayment, and then to principal (and partial principal prepayments shall be applied to such installments in the inverse order of their maturity).

At the option of the Lender, the Borrower shall make payments due under this Note using pre-authorized electronic debit transactions, under which the Lender will be authorized to initiate and effect debit transactions from a designated account of the Borrower without further or additional approval or confirmation by the Borrower. The Borrower further agrees to adopt any necessary approving resolutions and to complete and execute any necessary documents in order for the Lender to effect such pre-authorized debit transactions. In the event the Borrower has insufficient funds in its designated account on the date the Lender attempts to debit any payment due hereunder, the Borrower shall pay the Lender a processing fee equal to the Lender's processing fee, as published from time to time in the Lender's fee schedules for each such occurrence (but not exceeding two such processing fees in any calendar month), in addition to any late fee as provided above.

The Borrower may prepay the principal balance of this Note in whole or in part at any time without premium or penalty.

This Note constitutes the Promissory Note issued under and pursuant to and is entitled to the benefits and subject to the conditions of a Loan Agreement (the **“Loan Agreement”**), dated the date hereof, between the Borrower and the Lender, to which Loan Agreement reference is hereby made for a description of the circumstances under which principal shall be advanced under this Note. Reference is hereby made to the Loan Agreement for a description of the security for this Note and the options and obligations of the Borrower and the Lender hereunder. Upon an Event of Default (as defined in the Loan Agreement), the entire principal of and interest on this Note may be declared or may become immediately due and payable as provided in the Loan Agreement.

The obligation of the Borrower to make the payments required to be made under this Note and to perform and observe any and all of the other covenants and agreements on its part contained herein shall be a general obligation of the Borrower, as provided in the Loan Agreement, and shall be absolute and unconditional irrespective of any defense or any rights of setoff, counterclaim, or recoupment, except for payment, it may otherwise have against the Lender.

In case this Note is collected by or through an attorney-at-law, all costs of such collection incurred by the Lender, including reasonable attorney's fees, shall be paid by the Borrower.

Time is of the essence of this Note. Demand, presentment, notice, notice of demand, notice for payment, protest, and notice of dishonor are hereby waived by each and every maker, guarantor, surety, and other person or entity primarily or secondarily liable on this Note. The Lender shall not be deemed to waive any of its rights under this Note unless such waiver be in writing and signed by the Lender. No delay or omission by the Lender in exercising any of its rights under this Note shall operate as a waiver of such rights, and a waiver in writing on one occasion shall not be construed as a consent to or a waiver of any right or remedy on any future occasion.

This Note shall be governed by and construed and enforced in accordance with the laws of the State of Georgia (without giving effect to its conflicts of law rules). Whenever possible, each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Note shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Note.

Words importing the singular number hereunder shall include the plural number and vice versa, and any pronoun used herein shall be deemed to cover all genders. The word "Lender" as used herein shall include transferees, successors, and assigns of the Lender, and all rights of the Lender hereunder shall inure to the benefit of its transferees, successors, and assigns. All obligations of the Borrower hereunder shall bind the Borrower's successors and assigns.

SIGNED, SEALED, AND DELIVERED by the undersigned Borrower as of the _____ day of _____, ____.

(SEAL)

**WINNETT COUNTY BOARD OF
COMMISSIONERS**

By: SPECIMEN

Name:

Title:

Approved as to form:

Attest:

By: SPECIMEN

Borrower's Attorney

By: SPECIMEN

Name:

Title:

BIDDING AND PRECONSTRUCTION REQUIREMENTS

Recipient: GWINNETT COUNTY BOARD OF COMMISSIONERS

Loan Number: CW2022031

- I. Competitive procurement by public bidding is required for construction, construction services, materials, and equipment.
- II. The Borrower must advertise for bids by conspicuously posting the notice in its office and by advertising in the local newspaper that is the legal organ or on its Internet website or on an Internet site designated for its legal advertisements. The bid or proposal opportunity must be advertised in the Georgia Procurement Registry, provided that such posting is at no cost to the governmental entity.
- III. Advertisements must appear at least twice. The first advertisement must appear at least four weeks prior to the bid opening date. The second advertisement must follow at least two weeks after the first advertisement. Website advertisements must remain posted for at least four weeks. Plans and specifications must be available for inspection by the public on the first day of the advertisement. The advertisement must include details to inform the public of the extent and character of work to be performed, any pre-qualification requirements, any pre-bid conferences, and any federal requirements.
- IV. The Borrower must require at least a 5 percent bid bond or certified check or cash deposit equal to 5 percent of the contract amount.
- V. Sealed bids, with a public bid opening, are required.
- VI. The Borrower must award the contract to the low, responsive, and responsible bidder or bidders, with reservation of right to reject all bids.
- VII. The Borrower may modify bidding documents only by written addenda with notification to all potential bidders not less than 72 hours prior to the bid opening, excluding Saturdays, Sundays, and legal holidays.
- VIII. The Borrower must require 100 percent payment and performance bonds.
- IX. Change orders may not be issued to evade the purposes of required bidding procedures. Change orders may be issued for changes or additions consistent with the scope of the original construction contract documents.

X. Prior to disbursement of construction-related funds, the Borrower shall provide the Lender with copies of the following:

- A. Proof of advertising;
- B. Certified detailed bid tabulation;
- C. Engineer's award recommendation;
- D. Governing body's award resolution;
- E. Executed contract documents, including plans and specifications;
- F. Construction and payment schedules;
- G. Notice to proceed;
- H. Contractor's written oath in accordance with O.C.G.A. Section 36-91-21 (e). (This is an oath required by law to be provided to the Borrower by the contractor. In short, this oath must state that the contractor has not acted alone or otherwise to prevent or attempt to prevent competition in bidding by any means and must be signed by appropriate parties as defined by law.); and
- I. Summary of plans for on-site quality control to be provided by the Borrower or the Engineer - name and brief qualifications of construction inspector(s) and approximate hours per week of inspection to be provided.

XI. If other funding sources are involved that have stricter bidding requirements or if applicable laws or ordinances require stricter requirements, these stricter requirements shall govern.

XII. If the Borrower wishes to fund work that may not fully meet the bidding requirements of this Agreement, then, prior to bidding this work, it shall submit a written request to the Lender that specific requirements be waived. Based on specific circumstances of the request, the Lender may require submission of additional information necessary to document that State laws and local ordinances are not violated and that the intent of the bid procedures set forth in this Exhibit C (public, open, and competitive procurement) is satisfied through alternate means.

XIII. The Borrower is required to notify the Lender at least two weeks prior to pre-construction conferences for work funded under this Agreement and to schedule these conferences so that a representative from the Lender may participate.

STATE REQUIREMENTS

Recipient: GWINNETT COUNTY BOARD OF COMMISSIONERS

Loan Number: CW2022031

None.

FEDERAL REQUIREMENTS

Recipient: GWINNETT COUNTY BOARD OF COMMISSIONERS

Loan Number: CW2022031

1. The Borrower covenants that the Project will comply with the federal requirements applicable to activities supported with federal funds. The Borrower further covenants that the Project will be constructed in compliance with State of Georgia objectives for participation by women's and minority business enterprises in projects financed with federal funds under the federal Clean Water Act. The Borrower will comply with all federal and State of Georgia laws, rules, and regulations relating to maintenance of a drug-free workplace at the Project.
2. The Borrower covenants to comply with the requirements of the Federal Single Audit Act, to the extent it applies to the expenditure of federal funds, including the Loan or any portion thereof. The Borrower agrees to submit to the Lender copies of any audit prepared and filed pursuant to the requirements of this Section.
3. It is the policy of the Lender to promote a fair share award of sub-agreements to small and minority and women's businesses on contracts performed under the Lender. If the successful bidder plans to subcontract a portion of the Project, the bidder must submit to the Lender, with copy to the Borrower within 10 days after bid opening, evidence of the positive steps taken to utilize small, minority, and women's businesses. Such positive efforts shall include:
 - a) including qualified small and minority and women's businesses on solicitation lists;
 - b) assuring that small and minority and women's businesses are solicited whenever they are potential sources;
 - c) dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation of small and minority and women's businesses;
 - d) establishing delivery schedules, where the requirements of the work permit, to encourage participation by small and minority and women's businesses;
 - e) using the services and assistance of the U.S. Small Business Administration and the Office of Minority Business Enterprise of the U.S. Department of Commerce;
 - f) requiring each party to a subagreement to take the affirmative steps outlined in paragraphs (a) through (e) of this section.

4. The Borrower shall fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons)." The Borrower is responsible for ensuring that any lower tier covered transaction as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. The Borrower is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier transactions. The Borrower acknowledges that failure to disclose the information as required at 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

The Borrower may access the Excluded Parties List System at www.epls.gov. This term and condition supersedes EPA Form 5700-49. "Certification Regarding Debarment, Suspension, and Other Responsibility Matters."

5. The Borrower shall insert in full in any contract in excess of \$2,000 which is entered into for actual construction, alteration and/or repair, including painting and decorating, financed in whole or in part from Federal funds and which is subject to the requirements of the Davis-Bacon Act, the document entitled "Supplemental General Conditions for Federally Assisted State Revolving Loan Fund Construction Contracts."
6. Borrower certifies to the best of its knowledge and belief that: No Federal appropriated funds have been paid in full or will be paid, by or on behalf of the Borrower, to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: The awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency or a Member of Congress in connection with this loan agreement, then the Borrower shall fully disclose same to the Lender, and shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with instructions.

7. The Borrower will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Borrower will comply with all sections of Executive Order 11246 – Equal Employment Opportunity.

8. The Borrower will not discriminate against any employee or applicant for employment because of a disability. The Borrower will comply with section 504 of the Rehabilitation Act of 1973.
9. Reserved.
10. The Borrower will comply with all federal requirements outlined in the Water Resources Reform and Development Act of 2014 and related Clean Water State Revolving Fund Policy Guidelines, which the Borrower understands includes, among other requirements, that all of the iron and steel products used in the Project (as described in Exhibit A) are to be produced in the United States ("American Iron and Steel Requirement" – section 608) unless (i) the Borrower has requested from the Lender and obtained a waiver from the Environmental Protection Agency pertaining to the Project or (ii) the Lender has otherwise advised the Borrower in writing that the American Iron and Steel Requirement is not applicable to the Project.
11. The Borrower will comply with all federal requirements outlined in the Water Resources Reform and Development Act of 2014 and related Clean Water State Revolving Fund Policy Guidelines, which the Borrower understands includes, among other requirements, the development of a Fiscal Sustainability Plan (FSP) (section 603(d)(1)(E)) for the Project (as described in Exhibit A). The Borrower has either certified that the FSP has been developed and is being implemented for the portion of the treatment works in the Project or the Borrower has certified that an FSP will be developed and implemented for the portion of the treatment works in the Project prior to the final disbursement of funds, unless the Lender has otherwise advised the Borrower in writing that the development and implementation of an FSP is not applicable to the Project.
12. The Borrower will comply with all record keeping and reporting requirements under the Clean Water Act, including any reports required by the Environmental Protection Agency or the Lender such as performance indicators of program deliverables, information on costs and project progress. The Borrower understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the Clean Water Act and this Agreement may be a default hereunder that results in a repayment of the Loan in advance and/or other remedial actions.
13. The Borrower shall insert in full in any contract which is entered into for construction, alteration, maintenance, or repair of a public water system or treatment works, financed in whole or in part from Federal funds, the document entitled "American Iron and Steel Special Conditions and Information for Federally Assisted State Revolving Loan Fund Construction Contracts."

14. The Borrower will comply with the requirements and obligations of Title VI of the Civil Rights Act in accordance with 40 CFR Part 5 and 7. Among the requirements, borrowers must have a nondiscrimination notice, operate programs or activities that are accessible to individuals with disabilities, designate a civil rights coordinator, have a language access services policy, and maintain demographic data on the race, color, national origin, sex, age, or handicap of the population it serves.
15. As required by 40 CFR Part 33.501(b), the Environmental Protection Agency (EPA) Disadvantaged Business Enterprise Rule requires State Revolving Loan recipients to create and maintain a bidders list. The purpose of a bidders list is to provide the Borrower who conducts competitive bidding with a more accurate database of the universe of Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) and non-MBE/WBE prime and subcontractors. The list must include all firms that bid on EPA-assisted projects, including both MBE/WBEs and non-MBE/WBEs. The bidders list must be kept active until the project period for the loan has ended.

The bidders list must contain the following information from all prime contractors and subcontractors:

- 1) Bidder's name with point of contract;
- 2) Bidder's mailing address, telephone number, and email address;
- 3) The procurement item on which the bidder bid or quoted, and when; and
- 4) Bidder's status as an MBE/WBE or non-MBE/WBE.

Borrowers receiving a combined total of \$250,000 or less in federal funding in any one fiscal year, are exempt from the requirements to maintain a bidders list.

FINANCIAL COVENANTS

Recipient: GWINNETT COUNTY BOARD OF COMMISSIONERS

Loan Number: CW2022031

None.

OPINION OF BORROWER'S COUNSEL

(Please furnish this form on Attorney's Letterhead)

DATE

Clean Water State Revolving Fund, Administered by
Georgia Environmental Finance Authority
47 Trinity Ave SW
Fifth Floor
Atlanta, GA 30334-9006

Ladies and Gentlemen:

As counsel for the **GWINNETT COUNTY BOARD OF COMMISSIONERS** (the "Borrower"), I have examined duly executed originals of the Loan Agreement (the "Loan Agreement"), Loan/Project No. **CW2022031**, between the Borrower and the **CLEAN WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "Lender"), the related Promissory Note (the "Note") of the Borrower, the proceedings taken by the Borrower to authorize the Loan Agreement and the Note (collectively, the "Credit Documents"), and such other documents, records, and proceedings as I have deemed relevant or material to render this opinion, and based upon such examination, I am of the opinion, as of the date hereof, that:

1. The Borrower is a public body corporate and politic, duly created and validly existing under the laws of the State of Georgia.
2. The Credit Documents have been duly authorized, executed, and delivered by the Borrower and are legal, valid, and binding obligations of the Borrower, enforceable in accordance with their terms.
3. To the best of my knowledge, no litigation is pending or threatened in any court or other tribunal, state or federal, in any way questioning or affecting the validity of the Credit Documents.
4. To the best of my knowledge, the execution, delivery, and performance by the Borrower of the Credit Documents will not conflict with, breach, or violate any law, any order or judgment to which the Borrower is subject, or any contract to which the Borrower is a party.
5. The signatures of the officers of the Borrower that appear on the Credit Documents are true and genuine. I know such officers and know them to be the duly elected or appointed qualified incumbents of the offices of the Borrower set forth below their names.

With your permission, in rendering the opinions set forth herein, I have assumed the following, without any investigation or inquiry on my part:

- (i) the due authorization, execution, and delivery of the Credit Documents by the Lender; and
- (ii) that the Credit Documents constitute the binding obligations of the Lender and that the Lender has all requisite power and authority to perform its obligations thereunder.

The enforceability of the Credit Documents (i) may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium, and other similar laws affecting the enforcement of creditors' rights, (ii) may be subject to general principles of equity, whether applied by a court of law or equity, and (iii) may also be subject to the exercise of judicial discretion in appropriate cases.

Very truly yours,

Signature

Printed Name

Date

EXTRACT OF MINUTES
RESOLUTION OF GOVERNING BODY

Recipient: GWINNETT COUNTY BOARD OF COMMISSIONERS

Loan Number: CW2022031

At a duly called meeting of the governing body of the Borrower identified above (the "Borrower") held on the ____ day of _____, the following resolution was introduced and adopted.

WHEREAS, the governing body of the Borrower has determined to borrow but not to exceed **\$50,000,000** from the **CLEAN WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "Lender") to finance a portion of the costs of acquiring, constructing, and installing the environmental facilities described in Exhibit A to the hereinafter defined Loan Agreement (the "Project"), pursuant to the terms of a Loan Agreement (the "Loan Agreement") between the Borrower and the Lender, the form of which has been presented to this meeting; and

WHEREAS, the Borrower's obligation to repay the loan made pursuant to the Loan Agreement will be evidenced by a Promissory Note (the "Note") of the Borrower, the form of which has been presented to this meeting;

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Borrower that the forms, terms, and conditions and the execution, delivery, and performance of the Loan Agreement and the Note are hereby approved and authorized.

BE IT FURTHER RESOLVED by the governing body of the Borrower that the terms of the Loan Agreement and the Note (including the interest rate provisions, which shall be as provided in the Note) are in the best interests of the Borrower for the financing of the Project, and the governing body of the Borrower designates and authorizes the following persons to execute and deliver, and to attest, respectively, the Loan Agreement, the Note, and any related documents necessary to the consummation of the transactions contemplated by the Loan Agreement.

(Signature of Person to Execute Documents)

(Print Title)

(Signature of Person to Attest Documents)

(Print Title)

The undersigned further certifies that the above resolution has not been repealed or amended and remains in full force and effect.

Dated: _____

Secretary/Clerk

(SEAL)

GEFA Fiscal Sustainability Plan (FSP) Certification

The Water Resources Reform and Development Act of 2014 (WRRDA) was signed into law on June 10, 2014 and updated certain requirements and added additional requirements for recipients of Clean Water State Revolving Fund (CWSRF) loans. Section 603(d)(1)(E) of WRRDA added a new requirement which requires the development of a Fiscal Sustainability Plan (FSP) for any loan which will repair, replace, or expand a treatment works. This provision applies to all CWSRF loans for which the loan recipient submitted a full GEFA application on or after October 1, 2014.

Section 603(d)(1)(E) - Fiscal Sustainability Plan Requirement

The Federal Water Pollution Control Act (FWPCA) Section (603)(d)(1)(E) requires that for a treatment works proposed for repair, replacement, or expansion, and eligible for assistance under subsection 603(c)(1), the recipient of a loan shall –

- (i) develop and implement a fiscal sustainability plan that includes –
 - (I) an inventory of critical assets that are a part of the treatment works;
 - (II) an evaluation of the condition and performance of inventoried assets or asset groupings;
 - (III) a certification that the recipient has evaluated and will be implementing water and energy conservation efforts as part of the plan; and
 - (IV) a plan for maintaining, repairing, and, as necessary, replacing the treatment works and a plan for funding such activities; or
- (ii) certify that the recipient has developed and implemented a plan that meets the requirements under clause (i).

Definition of Treatment Works

The definition of publically owned treatment works included in FWPCA 212(2)(A) reads as follows: *The term "treatment works" means any devices and systems used in the storage, treatment, recycling, and reclamation of municipal sewage or industrial wastes of a liquid nature to implement section 201 of this act, or necessary to recycle or reuse water at the most economical cost over the estimated life of the works, including intercepting sewers, outfall sewers, sewage collection systems, pumping, power, and other equipment, and their appurtenances; extensions, improvements, remodeling, additions, and alterations thereof; elements essential to provide a reliable recycled supply such as standby treatment units and clear well facilities; and acquisition of the land that will be an integral part of the treatment process (including land use for the storage of treated wastewater in land treatment systems prior to land application) or will be used for ultimate disposal of residues resulting from such treatment and acquisition of other land, and interests in land, that are necessary for construction.*

FWPCA 212(2)(B) clarifies the above definition with the following language: *In addition to the definition contained in subparagraph (A), "treatment works" means any other method or system for preventing, abating, reducing, storing, treating, separating, or disposing of municipal waste, including storm water run-off, or industrial waste, including waste in combined storm water and sanitary sewer systems.*

Based on the above definition, GEFA will apply the FSP requirement to all CWSRF projects funded under FWPCA Section 212 including wastewater treatment, wastewater collection, sanitary sewer and municipal separate storm sewer system (MS4) projects and possibly to non-MS4 stormwater projects funded under the authorization of FWPCA Section 319. The cost of development of an FSP is an eligible project cost and may be borrowed as part of the total CWSRF loan amount.

Fiscal Sustainability Plan Compliance Options

The loan recipient may either certify that a compliant FSP has been developed and implemented or elect to include a contractual condition that the FSP will be developed and implemented. While the certification must be provided to GEFA prior to loan execution, a contractual condition in the loan agreement must be maintained throughout repayment of the loan and must specify when a compliant FSP will be developed. GEFA reserves the right to review a certified FSP or the most recently available FSP at any time to ensure the recipient is in compliance with CWSRF contractual conditions.

GEFA Fiscal Sustainability Plan Review Procedures and Elements

GEFA reserves the right to review any FSP to ensure compliance with the requirements of FWPCA 603(d)(1)(E). If any element of the FSP is found to be out of compliance with federal requirements, corrective action will be required of the loan recipient and must be completed within GEFA's designated time frame.

Elements of GEFA's review can include, but are not limited to: ensuring that the loan recipient developed an FSP, ensuring that the developed FSP contains the appropriate level of depth and complexity, ensuring that the FSP is implemented, and ensuring that the FSP appropriately integrates required water and energy conservation efforts as part of the plan.

As a part of this phased approach to FSP implementation, the FSP shall be continuously expanded, updated and utilized as future work is performed with CWSRF funds to repair, replace, or expand components of the treatment works.

Fiscal Sustainability Plan (FSP) Certification

Please select one of the following two certification options (required):

_____As the recipient of a CWSRF loan to repair, replace, or expand a publically owned treatment works as defined in FWPCA 212(2), I certify that the recipient, in accordance with the requirements of FWPCA (603)(d)(1)(E)(i), will develop and implement an FSP for the portion of the treatment works included in the CWSRF project scope for this loan agreement. I acknowledge and accept that a condition to this effect will be included as a condition in this CWSRF loan agreement and will remain in effect throughout repayment of the loan. The recipient of this CWSRF loan will maintain the FSP at the physical address identified within the loan agreement and can and will make the FSP available upon request by GEFA.

_____As the recipient of a CWSRF loan to repair, replace, or expand a publically owned treatment works as defined in FWPCA 212(2), I certify that the recipient, in accordance with the requirements of FWPCA (603)(d)(1)(E)(ii), has developed and implemented an FSP for the portion of the treatment works included in the CWSRF project scope. The recipient of this CWSRF loan will maintain the FSP at the physical address identified within the loan agreement and can and will make the FSP available upon request by GEFA.

Dated: _____

**GWINNETT COUNTY BOARD OF
COMMISSIONERS**

Signature: _____

Print Name: _____

Title: _____

(SEAL)

Attest Signature: _____

Print Name: _____

Title: _____

**AUTHORIZED SIGNATURE CARD
FOR DRAWDOWN OF PROCEEDS
UNDER GEFA PROGRAMS**

Name of Recipient:

GWINNETT COUNTY BOC

GEFA Project Number

CW2022031

SIGNATURES OF OFFICIALS AUTHORIZED TO DRAW ON THE CITED PROJECT

ONLY ONE SIGNATURE REQUIRED ON PAYMENT VOUCHERS

OR

ANY TWO SIGNATURES REQUIRED TO SIGN OR COUNTERSIGN

Typed Name and Signature

Typed Name and Signature

Typed Name and Signature

Typed Name and Signature

I certify that the signatures above are of the individuals authorized to request payment under the project cited above.
(The attesting official below cannot be one of the officials that is named above as authorized to sign draw requests)

SIGNATURE OF ATTESTING OFFICIAL (Recipient)

DATE



GEFA ACH AUTHORIZATION FORM

INVOICE/LOAN NUMBER (Enter "ALL" for all accounts with GEFA, if desired)

CW2022031

Vendor Legal Name

Doing Business As (DBA)

FEI #

DUNS #

SAM UEI #

SAM CAGE Code

E-Verify #

E-Verify Date

DISADVANTAGED
BUSINESS
ENTERPRISE
DBE

Yes

No

VENDOR INFORMATION

Mailing address street number or post office box number, include suite number if applicable

City

State

Zip Code

Phone #

Primary Contact Name

Contact 1 Email

Secondary Contact Name

Contact 2 Email

BANKING DETAILS

All vendors are required to receive payment via Automated Clearing House (ACH). Loan recipients are required to repay loans via ACH debit when construction projects are complete.

ABA/Routing #

Bank Account #

Bank Name

Bank Phone #

Use same information above for loan repayment ACH debit?

Yes

No

If no, complete loan repayment ACH debit bank account info below.

Complete this section only if you are using a different bank account for loan repayment ACH debits.

ABA/Routing #

Bank Account #

Bank Name

Bank Phone #

Advice Email 1

Advice Email 2

We are limited to two email addresses for (re)payment advice notifications and encourage use of distribution email accounts, if additional contacts are required.

Authorized Signature (electronic signature is allowed)

Print Name

Date Signed

INSTRUCTIONS FOR COMPLETING THIS FORM ARE AVAILABLE ON OUR WEBSITE AT GEFA.GEORGIA.GOV. PLEASE EMAIL THIS FORM ALONG WITH A COMPLETED CURRENT YEAR W9 TO FINANCE@GEFA.GA.GOV.

Information Return for Tax-Exempt Governmental Bonds

(Rev. September 2018)

▶ Under Internal Revenue Code section 149(e)

▶ See separate instructions.

OMB No. 1545-0720

Department of the Treasury
Internal Revenue Service

Caution: If the issue price is under \$100,000, use Form 8038-GC.
▶ Go to www.irs.gov/F8038G for instructions and the latest information.

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>	
1 Issuer's name GWINNETT COUNTY BOARD OF COMMISSIONERS		2 Issuer's employer identification number (EIN) 58-6000835	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address) 684 WINDER HWY	Room/suite	5 Report number (For IRS Use Only) 3	
6 City, town, or post office, state, and ZIP code LAWRENCEVILLE, GA 30045		7 Date of issue	
8 Name of issue Loan Agreement w/Georgia Environmental Finance Authority (GEFA) CW2022031		9 CUSIP number NONE	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		10b Telephone number of officer or other employee shown on 10a	

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.		
11 Education	11	
12 Health and hospital	12	
13 Transportation	13	
14 Public safety	14	
15 Environment (including sewage bonds)	15	50,000,000
16 Housing	16	
17 Utilities	17	
18 Other. Describe ▶	18	
19a If bonds are TANs or RANs, check only box 19a <input type="checkbox"/>		
b If bonds are BANs, check only box 19b <input type="checkbox"/>		
20 If bonds are in the form of a lease or installment sale, check box <input type="checkbox"/>		

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.					
	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	5/1/2042	\$ 50,000,000	\$ 50,000,000	7.55 years	0.07 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)					
22	Proceeds used for accrued interest	22	0		
23	Issue price of entire issue (enter amount from line 21, column (b))	23	50,000,000		
24	Proceeds used for bond issuance costs (including underwriters' discount)	24	0		
25	Proceeds used for credit enhancement	25	0		
26	Proceeds allocated to reasonably required reserve or replacement fund	26	0		
27	Proceeds used to refund prior tax-exempt bonds. Complete Part V	27	0		
28	Proceeds used to refund prior taxable bonds. Complete Part V	28	0		
29	Total (add lines 24 through 28)	29	0		
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	50,000,000		

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.	
31	Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded <input type="checkbox"/> _____ years
32	Enter the remaining weighted average maturity of the taxable bonds to be refunded <input type="checkbox"/> _____ years
33	Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY) <input type="checkbox"/> _____
34	Enter the date(s) the refunded bonds were issued ▶ (MM/DD/YYYY) _____

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions	36a	
b	Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) _____		
c	Enter the name of the GIC provider ▶ _____		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	
38a	If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the following information:		
b	Enter the date of the master pool bond ▶ (MM/DD/YYYY) _____		
c	Enter the EIN of the issuer of the master pool bond ▶ _____		
d	Enter the name of the issuer of the master pool bond ▶ _____		
39	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box		<input type="checkbox"/>
40	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box		<input type="checkbox"/>
41a	If the issuer has identified a hedge, check here <input type="checkbox"/> and enter the following information:		
b	Name of hedge provider ▶ _____		
c	Type of hedge ▶ _____		
d	Term of hedge ▶ _____		
42	If the issuer has superintegrated the hedge, check box		<input type="checkbox"/>
43	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box		<input type="checkbox"/>
44	If the issuer has established written procedures to monitor the requirements of section 148, check box		<input type="checkbox"/>
45a	If some portion of the proceeds was used to reimburse expenditures, check here <input type="checkbox"/> and enter the amount of reimbursement ▶ _____		
b	Enter the date the official intent was adopted ▶ (MM/DD/YYYY) _____		

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.				
		Date			
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
	Firm's name ▶				Firm's EIN ▶
	Firm's address ▶				Phone no.

Instructions for Form 8038-G

(Rev. September 2018)



Department of the Treasury
Internal Revenue Service

Information Return for Tax-Exempt Governmental Bonds

Section references are to the Internal Revenue Code unless otherwise noted.

Future Developments

For the latest information about developments related to Form 8038-G and its instructions, such as legislation enacted after they were published, go to IRS.gov/Form8038G.

What's New

The Tax Cuts and Jobs Act (P.L. 115-97) repealed the exclusion from gross income for interest on bonds issued to advance refund tax-exempt bonds. The repeal applies to advance refunding bonds issued after 2017. A bond is an advance refunding bond if it is issued more than 90 days before the redemption of the refunded bonds.

The Tax Cuts and Jobs Act also repealed the authority to issue tax-credit bonds and direct-pay bonds. The repeal applies to qualified forestry conservation bonds, new clean renewable energy bonds, qualified energy conservation bonds, qualified zone academy bonds, and qualified school construction bonds issued after 2017. The authority to issue recovery zone economic development bonds and build America bonds expired on January 1, 2011.

Note. The creation of an advance refunding escrow account to advance refund tax-credit bonds and/or direct-pay bonds may result in the reissuance of the bonds and the loss of the tax benefits.

General Instructions

Purpose of Form

Form 8038-G is used by issuers of tax-exempt governmental bonds to provide the IRS with the information required by section 149(e) and to monitor compliance with the requirements of sections 141 through 150.

Who Must File

IF the issue price (line 21, column (b)) is...	THEN, for tax-exempt governmental bonds issued after December 31, 1986, issuers must file...
\$100,000 or more	a separate Form 8038-G for each issue.
less than \$100,000	Form 8038-GC, Information Return for Small Tax-Exempt Governmental Bond Issues, Leases, and Installment Sales.

When To File

File Form 8038-G on or before the 15th day of the 2nd calendar month after the close of the calendar quarter in which the bond is issued. Form 8038-G may not be filed before the issue date and must be completed based on the facts as of the issue date.

Late filing. An issuer may be granted an extension of time to file Form 8038-G under section 3 of Rev. Proc. 2002-48, 2002-37 I.R.B. 531, if it is determined that the failure to file timely is not due to willful neglect. Type or print at the top of the form "Request for Relief under section 3 of Rev. Proc. 2002-48" and attach a letter explaining why Form 8038-G was not submitted to the IRS on time. Also indicate whether the bond issue in question is under examination by the IRS. Do not submit copies of the trust indenture or other bond documents. See *Where To File* next.

Where To File

File Form 8038-G, and any attachments, with the Department of the Treasury, Internal Revenue Service Center, Ogden, UT 84201.

Private delivery services. You can use certain private delivery services (PDS) designated by the IRS to meet the "timely mailing as timely filing" rule for tax returns. Go to IRS.gov/PDS for the current list of designated services.

The PDS can tell you how to get written proof of the mailing date.

For the IRS mailing address to use if you're using PDS, go to IRS.gov/PDSstreetAddresses.



CAUTION PDS can't deliver items to P.O. boxes. You must use the U.S. Postal Service to mail any item to an IRS P.O. box address.

Other Forms That May Be Required

For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the federal government, use Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate.

For private activity bonds, use Form 8038, Information Return for Tax-Exempt Private Activity Bond Issues.

Rounding to Whole Dollars

You can round off cents to whole dollars. If you do round to whole dollars, you must round all amounts. To round, drop amounts under 50 cents and increase amounts from 50 to 99 cents to the next dollar (for example, \$1.39 becomes \$1 and \$2.50 becomes \$3).

If two or more amounts must be added to figure the amount to enter on a line, include cents when adding the amounts and round off only the total.

Definitions

Bond. This is any obligation, including bond, note, commercial paper, installment purchase agreement, or financing lease.

Taxable bond. This is any bond the interest on which is not excludable from gross income under section 103. Taxable bonds include tax credit bonds and direct pay bonds.

Tax-exempt bond. This is any obligation, including a bond, installment purchase agreement, or financial lease, on which the interest is excluded from income under section 103.

Tax-exempt governmental bond. A tax-exempt bond that is not a private activity bond (see next) is a tax-exempt governmental bond. This includes a bond issued by a qualified volunteer fire department under section 150(e).

Private activity bond. This includes a bond issued as part of an issue in which:

- More than 10% of the proceeds are to be used for any private activity business use; and
- More than 10% of the payment of principal or interest of the issue is either (a) secured by an interest in property to be used for a private business use (or

payments for such property), or (b) to be derived from payments for property (or borrowed money) used for a private business use.

It also includes a bond, the proceeds of which (a) are to be used directly or indirectly to make or finance loans (other than loans described in section 141(c)(2)) to persons other than governmental units, and (b) exceeds the lesser of 5% of the proceeds or \$5 million.

Issue price. The issue price of bonds is generally determined under Regulations section 1.148-1(f). Thus, when issued for cash, the issue price is the first price at which a substantial amount of the bonds are sold to the public. To determine the issue price of a bond issued for property, see sections 1273 and 1274 and the related regulations.

Issue. Generally, bonds are treated as part of the same issue if they are issued by the same issuer, on the same date, and in a single transaction, or a series of related transactions (see Regulations section 1.149(e)-1(e)(2)). However, bonds issued during the same calendar year (a) under a loan agreement under which amounts are to be advanced periodically (a "draw-down loan"), or (b) with a term not exceeding 270 days, may be treated as part of the same issue if the bonds are equally and ratably secured under a single indenture or loan agreement and are issued under a common financing arrangement (for example, under the same official statement periodically updated to reflect changing factual circumstances). Also, for bonds issued under a draw-down loan that meet the requirements of the preceding sentence, bonds issued during different calendar years may be treated as part of the same issue if all of the amounts to be advanced under the draw-down loan are reasonably expected to be advanced within 3 years of the date of issue of the first bond. Likewise, bonds (other than private activity bonds) issued under a single agreement that is in the form of a lease or installment sale may be treated as part of the same issue if all of the property covered by that agreement is reasonably expected to be delivered within 3 years of the date of issue of the first bond.

Arbitrage rebate. Generally, interest on a state or local bond is not tax exempt unless the issuer of the bond rebates to the United States arbitrage profits earned from investing proceeds of the bond in higher yielding nonpurpose investments. See section 148(f).

Construction issue. This is an issue of tax-exempt bonds that meets both of the following conditions.

1. At least 75% of the available construction proceeds are to be used for

construction expenditures with respect to property to be owned by a governmental unit or a section 501(c)(3) organization.

2. All the bonds that are part of the issue are qualified 501(c)(3) bonds, bonds that are not private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a section 501(c)(3) organization.

In lieu of rebating any arbitrage that may be owed to the United States, the issuer of a construction issue may make an irrevocable election to pay a penalty. The penalty is equal to 1½% of the amount of construction proceeds that do not meet certain spending requirements. See section 148(f)(4)(C) and the Instructions for Form 8038-T.

Pooled financing issue. This is an issue of tax-exempt bonds, the proceeds of which are to be used to finance purpose investments representing conduit loans to two or more conduit borrowers, unless those conduit loans are to be used to finance a single capital project.

Specific Instructions

Part I—Reporting Authority

Amended return. An issuer may file an amended return to change or add to the information reported on a previously filed return for the same date of issue. If you are filing to correct errors or change a previously filed return, check the *Amended Return* box in the heading of the form.

The amended return must provide all the information reported on the original return, in addition to the new or corrected information. Attach an explanation of the reason for the amended return and write across the top, "Amended Return Explanation." Failure to attach an explanation may result in a delay in processing the form.

Line 1. The issuer's name is the name of the entity issuing the bonds, not the name of the entity receiving the benefit of the financing. For a lease or installment sale, the issuer is the lessee or the purchaser.

Line 2. An issuer that does not have an employer identification number (EIN) should apply online by visiting the IRS website at [IRS.gov/EIN](https://www.irs.gov/EIN). The organization may also apply for an EIN by faxing or mailing Form SS-4 to the IRS.

Line 3a. If the issuer wishes to authorize a person other than an officer or other employee of the issuer (including a legal representative or paid preparer) to communicate with the IRS and whom the IRS may contact about this return (including in writing or by telephone), enter the name of such person here. The person listed on line 3a must be an individual. Do

not enter the name and title of an officer or other employee of the issuer here (use line 10a for that purpose).

Note. By authorizing a person other than an authorized officer or other employee of the issuer to communicate with the IRS and whom the IRS may contact about this return, the issuer authorizes the IRS to communicate directly with the individual entered on line 3a and consents to disclose the issuer's return information to that individual, as necessary, to process this return.

Lines 4 and 6. If you listed an individual on line 3a to communicate with the IRS and whom the IRS may contact about this return, enter the number and street (or P.O. box if mail is not delivered to street address), city, town, or post office, state, and ZIP code of that person. Otherwise, enter the issuer's number and street (or P.O. box if mail is not delivered to street address), city, town, or post office, state, and ZIP code.

Note. The address entered on lines 4 and 6 is the address the IRS will use for all written communications regarding the processing of this return, including any notices.

Line 5. This line is for IRS use only. Do not make any entries in this box.

Line 7. The date of issue is generally the first date on which the issuer physically exchanges any bond included in the issue for the underwriter's (or other purchaser's) funds. For a lease or installment sale, enter the date interest starts to accrue in an MM/DD/YYYY format.

Line 8. If there is no name of the issue, please provide other identification of the issue.

Line 9. Enter the CUSIP (Committee on Uniform Securities Identification Procedures) number of the bond with the latest maturity. If the issue does not have a CUSIP number, write "None."

Line 10a. Enter the name and title of the officer or other employee of the issuer whom the IRS may call for more information. If the issuer wishes to designate a person other than an officer or other employee of the issuer (including a legal representative or paid preparer) whom the IRS may call for more information about the return, enter the name, title, and telephone number of such person on lines 3a and 3b.



Complete lines 10a and 10b even if you complete lines 3a and 3b.

Part II—Type of Issue



Elections referred to in Part II are made on the original bond documents, not on this form.

Identify the type of bonds issued by entering the issue price in the box corresponding to the type of bond (see *Issue price* under *Definitions*, earlier). Attach a schedule listing names and EINs of organizations that are to use proceeds of these bonds, if different from those of the issuer, include a brief summary of the use and indicate whether or not such user is a governmental or nongovernmental entity.

Line 18. Enter a description of the issue in the space provided.

Line 19. If the bonds are short-term tax anticipation notes or warrants (TANs) or short-term revenue anticipation notes or warrants (RANs), check box 19a. If the bonds are short-term bond anticipation notes (BANs), issued with the expectation that they will be refunded with the proceeds of long-term bonds at some future date, check box 19b. Do not check both boxes.

Line 20. Check this box if property other than cash is exchanged for the bond, for example, acquiring a police car, a fire truck, or telephone equipment through a series of monthly payments. (This type of bond is sometimes referred to as a "municipal lease.") Also check this box if real property is directly acquired in exchange for a bond to make periodic payments of interest and principal. **Do not** check this box if the proceeds of the bond are received in the form of cash, even if the term "lease" is used in the title of the issue.

Part III—Description of Bonds

Line 21. For column (a), the final maturity date is the last date the issuer must redeem the entire issue.

For column (b), see *Issue price* under *Definitions*, earlier.

For column (c), the stated redemption price at maturity of the entire issue is the sum of the stated redemption prices at maturity of each bond issued as part of the issue. For a lease or installment sale, write "N/A" in column (c).

For column (d), the weighted average maturity is the sum of the products of the issue price of each maturity and the number of years to maturity (determined separately for each maturity and by taking into account mandatory redemptions), divided by the issue price of the entire issue (from line 21, column (b)). For a lease or installment sale, enter instead the total number of years the lease or installment sale will be outstanding.

For column (e), the yield, as defined in section 148(h), is the discount rate that, when used to figure the present value of all payments of principal and interest to be paid on the bond, produces an amount equal to the purchase price, including accrued interest. See Regulations section 1.148-4 for specific rules to figure the yield on an issue. If the issue is a variable rate issue, write "VR" as the yield of the issue. For other than variable rate issues, carry the yield out to four decimal places (for example, 5.3125%). If the issue is a lease or installment sale, enter the effective rate of interest being paid.

Part IV—Uses of Proceeds of Bond Issue

For a lease or installment sale, write "N/A" in the space to the right of the title for Part IV.

Line 22. Enter the amount of proceeds that will be used to pay interest on the issue accruing prior to the date of issue. For definition of date of issue, see these instructions, line 7.

Line 24. Enter the amount of the proceeds that will be used to pay bond issuance costs, including fees for trustees and bond counsel. If no bond proceeds will be used to pay bond issuance costs, enter zero. Do not leave this line blank.

Line 25. Enter the amount of the proceeds that will be used to pay fees for credit enhancement that are taken into account in determining the yield on the issue for purposes of section 148(h) (for example, bond insurance premiums and certain fees for letters of credit).

Line 26. Enter the amount of proceeds that will be allocated to such a fund.

Line 27. Enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any tax-exempt bonds, including proceeds that will be used to fund an escrow account for this purpose.

Line 28. Enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any taxable bonds, including proceeds that will be used to fund an escrow account for this purpose.

Part V—Description of Refunded Bonds

Complete this part only if the bonds are to be used to refund a prior issue of tax-exempt bonds or taxable bonds. For a lease or installment sale, write "N/A" in the space to the right of the title for Part V.

Lines 31 and 32. The remaining weighted average maturity is determined without regard to the refunding. The weighted average maturity is determined

in the same manner as on line 21, column (d).

Line 34. If more than a single issue of tax-exempt bonds or taxable bonds will be refunded, enter the date of issue for each refunded issue. Enter the date in an MM/DD/YYYY format.

Part VI—Miscellaneous

Line 35. An allocation of volume cap is required if the nonqualified amount for the issue is more than \$15 million but is not more than the amount that would cause the issue to be private activity bonds.

Line 36. If any portion of the gross proceeds of the issue is or will be invested in a guaranteed investment contract (GIC), as defined in Regulations section 1.148-1(b), enter the amount of the gross proceeds so invested, as well as the final maturity date of the GIC and the name of the provider of such contract.

Line 37. If the issue is a pooled financing issue (as defined under *Pooled financing issue* in *Definitions*, earlier), enter the amount of the proceeds used to make loans to other governmental units, the interest on which is tax exempt.

Line 38. If the issue is a loan of proceeds from a pooled financing issue (as defined under *Pooled financing issue* in *Definitions*, earlier), check the box and where asked for the date of issue, EIN, and name of the issuer of the master pool bond, enter the date of issue, EIN, and name of the issuer of the pooled financing issue.

Line 40. Check this box if the issue is a construction issue and an irrevocable election to pay a penalty in lieu of arbitrage rebate has been made on or before the date the bonds were issued. The penalty is payable with a Form 8038-T for each 6-month period after the date the bonds are issued. Do not make any payment of penalty in lieu of arbitrage rebate with this form. See Rev. Proc. 92-22, 1992-1 C.B. 736, for rules regarding the "election document."

Line 41a. Check this box if the issuer has identified a hedge on its books and records according to Regulations sections 1.148-4(h)(2)(viii) and 1.148-4(h)(5) that permit an issuer of tax-exempt bonds to identify a hedge for it to be included in yield calculations for figuring arbitrage.

Line 42. In determining if the issuer has super-integrated a hedge, apply the rules of Regulations section 1.148-4(h)(4). If the hedge is super-integrated, check the box.

Line 43. If the issuer takes a "deliberate action" after the issue date that causes the conditions of the private business tests or the private loan financing test to be met, then such issue is also an issue of private

activity bonds. Regulations section 1.141-2(d)(3) defines a deliberate action as any action taken by the issuer that is within its control regardless of whether there is intent to violate such tests. Regulations section 1.141-12 explains the conditions to taking remedial action that prevent an action that causes an issue to meet the private business tests or private loan financing test from being treated as a deliberate action. Check the box if the issuer has established written procedures to ensure timely remedial action for all nonqualified bonds according to Regulations section 1.141-12 or other remedial actions authorized by the Commissioner under Regulations section 1.141-12(h).

Line 44. Check the box if the issuer has established written procedures to monitor compliance with the arbitrage, yield restriction, and rebate requirements of section 148.

Line 45a. Check the box if some part of the proceeds was used to reimburse expenditures. Figure and then enter the amount of proceeds that are used to reimburse the issuer for amounts paid for a qualified purpose prior to the issuance of the bonds. See Regulations section 1.150-2.

Line 45b. An issuer must adopt an official intent to reimburse itself for preissuance expenditures within 60 days after payment of the original expenditure unless excepted by Regulations section 1.150-2(f). Enter the date the official intent was adopted. See Regulations section 1.150-2(e) for more information about official intent.

Signature and Consent

An authorized representative of the issuer must sign Form 8038-G and any applicable certification. Also print the

name and title of the person signing Form 8038-G. The authorized representative of the issuer signing this form must have the authority to consent to the disclosure of the issuer's return information, as necessary to process this return, to the person(s) that have been designated in Form 8038-G.

Note. If the issuer in Part I, lines 3a and 3b, authorizes the IRS to communicate (including in writing and by telephone) with a person other than an officer or other employee of the issuer, by signing this form, the issuer's authorized representative consents to the disclosure of the issuer's return information, as necessary to process this return, to such person.

Paid Preparer

If an authorized officer of the issuer filled in this return, the paid preparer's space should remain blank. Anyone who prepares the return but does not charge the organization should not sign the return. Certain others who prepare the return should not sign. For example, a regular, full-time employee of the issuer, such as a clerk, secretary, etc., should not sign.

Generally, anyone who is paid to prepare a return must sign it and fill in the other blanks in the *Paid Preparer Use Only* area of the return.

- The paid preparer must:
- Sign the return in the space provided for the preparer's signature (a facsimile signature is acceptable),
 - Enter the preparer information, and
 - Give a copy of the return to the issuer.

Paperwork Reduction Act Notice. We ask for the information on this form to carry out the Internal Revenue laws of the

United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form varies depending on individual circumstances. The estimated average time is:

Learning about the law or the form	2 hr., 41 min.
Preparing, copying, assembling, and sending the form to the IRS	3 hr., 3 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you. You can send us comments through [IRS.gov/FormComments](https://www.irs.gov/FormComments).

Or you can write to:

Internal Revenue Service
Tax Forms and Publications
1111 Constitution Ave. NW, IR-6526
Washington, DC 20224

Do not send the form to this address. Instead, see *Where To File*, earlier.

Recipient: GWINNETT COUNTY BOARD OF COMMISSIONERS

Loan Number: CW2022031

TAX CERTIFICATE

Certain terms that are used herein and that are defined or used in the Internal Revenue Code of 1986, as amended (the "Code"), or in the Treasury Regulations issued thereunder are explained in general terms in Exhibit I attached to this Certificate and made a part hereof. These terms have been marked with an asterisk.

The undersigned officials of **GWINNETT COUNTY BOARD OF COMMISSIONERS** (the "Borrower") hereby certify that we are the duly appointed, qualified, and acting officials of the Borrower set forth under our respective signatures, and that we have all authority necessary to execute this Certificate on behalf of the Borrower, and we hereby certify for and on behalf of the Borrower that:

1. In General

1.1. We are familiar with the loan in the authorized principal amount not to exceed **\$50,000,000** (the "Loan"), being made by the **CLEAN WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "Lender") to the Borrower pursuant to the terms of a Loan Agreement, dated the date hereof, between the Lender and the Borrower, for the purpose of providing funds that will be used to permanently finance the costs of certain replacements, additions, extensions, and improvements to the Borrower's environmental facilities (the "System"). The Loan is a draw-down loan, in which the Lender will advance loan amounts to the Borrower to pay for eligible costs only after such costs have been incurred by the Borrower. Proceeds of the Loan will not be invested before they are used to pay eligible costs. The Borrower reasonably expects to draw the full amount of the Loan to pay eligible costs within the 3-year period beginning on the "issue date."*

2. Private Activity Bond Test

2.1. Either (a) no more than ten percent of the proceeds of the Loan are to be used for any "private business use"*; or

(b) the payment of the principal of, or the interest on, no more than ten percent of the proceeds of the Loan is (under the terms of the Loan or any underlying arrangement) directly or indirectly (1) secured by any interest in (A) property used or to be used for a "private business use,"* or (B) payments in respect of such property, or (2) to be derived from payments (whether or not to the Borrower) in respect of property, or borrowed money, used or to be used for a "private business use."*

2.2. No proceeds of the Loan are to be used for any "private business use,"* which use is not related to any "government use"* of such proceeds.

2.3. The proceeds of the Loan that are to be used for any "private business use"* will not exceed the proceeds of the Loan that are to be used for the "government use"* to which such "private business use"* relates.

2.4. The amount of the proceeds of the Loan that are to be used (directly or indirectly) to make or finance loans to persons other than "qualified users"* will not exceed the lesser of five percent of such proceeds or \$5,000,000.

2.5. Without limiting the general nature of the certifications set forth above, the Borrower certifies as follows:

(i) The Borrower will own and operate the System.

(ii) The System will be available for general public use.

(iii) Use of the System by any person other than a "qualified user"* will be on the same basis as use by other members of the general public. No portion of the services, facilities, and commodities provided by the System will be made available to any one customer (other than a "qualified user"*), or limited group of customers (other than "qualified users"*), on a basis other than the same basis as such services, facilities, and commodities are made available to the general public. The Borrower may, however, grant volume discounts to reasonable classifications of "private users,"* if other "private users"* in the same classifications are entitled to the same volume discounts.

(iv) The Borrower knows of no facts or circumstances surrounding the capital improvements to be financed by the Loan that would indicate that the primary purpose of the capital improvements to be financed by the Loan is to benefit one "private user"* or a limited number of "private users."*

3. Contracts and Other Arrangements

3.1. The Borrower has not entered into and will not enter into any output or take or take-or-pay contracts or other preferred arrangements with any entity other than a "qualified user"* with respect to the services, facilities, and commodities provided by the System.

3.2. The Borrower has not entered into and will not enter into any lease or other contract providing for use of the System with any entity other than a "qualified user."*

3.3. The Borrower has not entered into and will not enter into a "management contract"* involving the System with any entity other than a "qualified user,"* unless it is a "qualified management contract."*

3.4. The Borrower has not entered into and will not enter into any other arrangements with any entity other than a "qualified user"* that convey special legal entitlements to the services, facilities, and commodities provided by the System.

4. Section 149 Matters

4.1. The Loan is not and will not be "federally guaranteed."*

4.2. The Borrower reasonably expects that at least 85 percent of the spendable proceeds of the Loan will be used to carry out the governmental purposes of the Loan within the 3-year period beginning on the "issue date."* Not more than 50 percent of the proceeds of the Loan will be invested in nonpurpose investments having a substantially guaranteed yield for 4 years or more.

To the best of our knowledge, information, and belief, there are no other facts, estimates, or circumstances that would materially change any of the foregoing certifications. The representations contained in this Certificate are made for the benefit of the Lender and may be relied upon by the Lender in determining whether or not the interest on the Loan is subject to income taxation by the United States under existing statutes, regulations, and decisions.

Dated: _____

**GWINNETT COUNTY BOARD OF
COMMISSIONERS**

Signature: _____

Print Name: _____

Title: _____

(SEAL)

Attest Signature: _____

Print Name: _____

Title: _____

DEFINITIONS

The following definitions are furnished only as general guidelines. For complete definitions, competent tax counsel should be consulted.

"Eligible Expense Reimbursement Arrangement"

"Eligible expense reimbursement arrangement" means a "management contract"* under which the only compensation consists of reimbursements of actual and direct expenses paid by the "service provider"* to "unrelated parties"* and reasonable related administrative overhead expenses of the "service provider."*

"Federally Guaranteed"

(1) An obligation will be considered to be "federally guaranteed" if:

(a) the payment of principal or interest with respect to such obligation is guaranteed (in whole or in part) by the United States (or any agency or instrumentality thereof);

(b) such obligation is issued as part of an issue and 5% or more of the proceeds of such issue are to be -

(i) used in making loans the payment of principal or interest with respect to which are to be guaranteed (in whole or in part) by the United States (or any agency or instrumentality thereof), or

(ii) invested (directly or indirectly) in federally insured deposits or accounts; or

(c) the payment of principal or interest on such obligation is otherwise indirectly guaranteed (in whole or in part) by the United States (or any agency or instrumentality thereof).

(2) A federally insured deposit or account means any deposit or account in a financial institution to the extent such deposit or account is insured under federal law by the Federal Deposit Insurance Corporation, the Federal Savings and Loan Insurance Corporation, the National Credit Union Administration, or any similar federally chartered corporation.

(3) An obligation will not be treated as federally guaranteed if the obligation is guaranteed by:

(a) the Federal Housing Administration, the Veteran's Administration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, or the Government National Mortgage Association; or

(b) the Student Loan Marketing Association.

(4) The provisions prohibiting an obligation from being federally guaranteed are inapplicable to:

(a) proceeds of an issue invested for an initial temporary period until such proceeds are needed for the purpose for which such issue was issued,

(b) investments of a bona fide debt service fund,

(c) investments of a reserve that meets the requirements of Section 148(d) of the Code,

(d) investments in bonds issued by the United States Treasury, or

(e) other investments permitted under regulations.

“Government Use”

“Government use” means any use other than a “private business use.”*

“Issue Date”

“Issue date” means the first date on which the aggregate draws under the Loan exceed the lesser of \$50,000 or 5 percent of **\$50,000,000**.

“Managed Property”

“Managed property” means the portion of facilities or capital projects, including land, buildings, equipment, or other property, financed in whole or in part with proceeds of the Loan, with respect to which a “service provider”* provides services.

“Management Contract”

“Management contract” means a management, service, or incentive payment contract between the Borrower and a “service provider”* under which the “service provider”* provides services for a “managed property.”* A “management contract”* does not include a contract or portion of a contract for the provision of services before a managed property is placed in service (for example, pre-operating services for construction design or construction management).

“Private Business Use”

“Private business use” means use (directly or indirectly) in a trade or business carried on by any person other than a “qualified user.”* For purposes of the preceding sentence, use as a member of the general public is not taken into account, and any activity carried on by a person other than a natural person is treated as a trade or business.

“Private User”

“Private user” means a person other than a “qualified user.”*

“Qualified Management Contract”

“Qualified management contract” means a “management contract”* that (1) is an “eligible expense reimbursement arrangement”* or (2) meets all of the applicable requirements set forth in (a), (b), (c), (d), (e), and (f) below.

(a) General Financial Requirements.

(1) In general. The payments to the “service provider”* under the contract must be reasonable compensation for services rendered during the term of the contract. Compensation includes payments to reimburse actual and direct expenses paid by the “service provider”* and related administrative overhead expenses of the “service provider.”*

(2) No net profit arrangements. The contract must not provide to the “service provider”* a share of net profits from the operation of the “managed property.”* Compensation to the “service provider”* will not be treated as providing a share of net profits if no element of the compensation takes into account, or is contingent upon, either the “managed property’s”* net profits or both the “managed property’s”* revenues and expenses for any fiscal period. For this purpose, the elements of the compensation are the eligibility for, the amount of, and the timing of the payment of the compensation. Further, solely for purposes of determining whether the amount of the compensation meets the requirements of this paragraph (2), any reimbursements of actual and direct expenses paid by the “service provider”* to “unrelated parties”* are disregarded as compensation. Incentive compensation will not be treated as providing a share of net profits if the eligibility for the incentive compensation is determined by the “service provider’s”* performance in meeting one or more standards that measure quality of services, performance, or productivity, and the amount and the timing of the payment of the compensation meet the requirements of this paragraph (2).

(3) No bearing of net losses of the “managed property”. The contract must not, in substance, impose upon the “service provider”* the burden of bearing any share of net losses from the operation of the “managed property.”* An arrangement will not be treated as requiring the “service provider”* to bear a share of net losses if: (i) the determination of the amount of the “service provider’s”* compensation and the amount of any expenses to be paid by the “service provider”* (and not reimbursed), separately and collectively, do not take into account either the “managed property’s”* net losses or both the “managed property’s”* revenues and expenses for any fiscal period; and (ii) the timing of the payment of

compensation is not contingent upon the “managed property’s” net losses. For example, a “service provider” whose compensation is reduced by a stated dollar amount (or one of multiple stated dollar amounts) for failure to keep the “managed property’s” expenses below a specified target (or one of multiple specified targets) will not be treated as bearing a share of net losses as a result of this reduction.

(b) Term of the Contract and Revisions. The term of the contract, including all “renewal options,” is no greater than the lesser of 30 years or 80 percent of the weighted average “reasonably expected economic life” of the “managed property.” A contract that is materially modified with respect to any matters relevant to this definition is retested under this definition as a new contract as of the date of the material modification.

(c) Control Over Use of the “Managed Property.” The Borrower must exercise a significant degree of control over the use of the “managed property.” This control requirement is met if the contract requires the Borrower to approve the annual budget of the “managed property,” capital expenditures with respect to the “managed property,” each disposition of property that is part of the “managed property,” rates charged for the use of the “managed property,” and the general nature and type of use of the “managed property” (for example, the type of services). For this purpose, for example, the Borrower may show approval of capital expenditures for the “managed property” by approving an annual budget for capital expenditures described by functional purpose and specific maximum amounts, and the Borrower may show approval of dispositions of property that is part of the “managed property” in a similar manner. Further, the Borrower may show approval of rates charged for use of the “managed property” by either expressly approving such rates (or the methodology for setting such rates) or by including in the contract a requirement that the “service provider” charge rates that are reasonable and customary as specifically determined by an independent third party.

(d) Risk of Loss of the “Managed Property.” The Borrower must bear the risk of loss upon damage or destruction of the “managed property” (for example, upon force majeure). The Borrower does not fail to meet this risk of loss requirement as a result of insuring against risk of loss through a third party or imposing upon the “service provider” a penalty for failure to operate the “managed property” in accordance with the standards set forth in the “management contract.”

(e) No Inconsistent Tax Position. The “service provider” must agree that it is not entitled to and will not take any tax position that is inconsistent with being a “service provider” to the Borrower with respect to the “managed property.” For example, the “service provider” must agree not to take any depreciation or amortization, investment tax credit, or deduction for any payment as rent with respect to the “managed property.”

(f) No Circumstances Substantially Limiting Exercise of Rights. The “service provider”* must not have any role or relationship with the Borrower that, in effect, substantially limits the Borrower’s ability to exercise its rights under the contract, based on all the facts and circumstances. This requirement is satisfied if:

(1) no more than 20 percent of the voting power of the governing body of the Borrower in the aggregate is vested in the directors, officers, shareholders, partners, members, and employees of the “service provider”*;

(2) the governing body of the Borrower does not include the chief executive officer of the “service provider”* or the chairperson (or equivalent executive) of the “service provider’s”* governing body; and

(3) the chief executive officer of the “service provider”* is not the chief executive officer of the Borrower or any of the Borrower’s related parties (as defined in Treasury Regulation Section 1.150-1(b)). For purposes of the above, the phrase “service provider”* includes related parties (as defined in Treasury Regulation Section 1.150-1(b)) and the phrase “chief executive officer” includes a person with equivalent management responsibility.

“Qualified User”

“Qualified user” means a state or political subdivision of a state or any instrumentality thereof.

“Reasonably Expected Economic Life”

The average “reasonably expected economic life” of the “managed property”* shall be determined:

(i) by taking into account the respective costs of such “managed property”* and

(ii) as of the date on which the “managed property”* is “placed in service”* (or is expected to be “placed in service”*).

Land is not taken into account. The economic life of assets is to be determined on a case by case basis (although Revenue Procedure 62-21 and the ADR system where applicable may be used to establish the economic lives of structures and other assets, respectively).

“Renewal Option”

“Renewal option” means a provision under which either party has a legally enforceable right to renew the contract. Thus, for example, a provision under which a

contract is automatically renewed for 1-year periods absent cancellation by either party is not a renewal option (even if it is expected to be renewed).

“Service Provider”

“Service provider” means any person other than a “qualified user”* that provides services to or for the benefit of the Borrower under a “management contract.”*

“Unrelated Parties”

“Unrelated parties” means persons other than a related party (as defined in Treasury Regulation Section 1.150-1(b)) or a “service provider’s”* employee.

GCID: 2023-0036

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

RESOLUTION ENTITLED: 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.

ADOPTION DATE: January 17, 2023

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

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.

WHEREAS, GEFA makes available to cities and counties low interest Revolving Loan funds, and

WHEREAS, the Board of Commissioners has from time to time utilized these loans for the purpose of building water and sewerage improvements, and

WHEREAS, the Department of Water Resources has an on-going Capital Improvement Plan to construct and maintain infrastructure of the Water and Sewer system, and

WHEREAS, GEFA Revolving Loan Funds are a practical and cost effective alternative for funding certain capital improvements, and

WHEREAS, the Department of Water Resources has determined a need for up to \$85 million in financing for sewer system improvements related to the bio solids dryer project, and

WHEREAS, the Department of Financial Services has evaluated the available financing options and has determined that a GEFA loan is the most financially beneficial option, and

WHEREAS, pursuant to a Resolution adopted by the Board of Commissioners on June 7, 2022 an application was submitted to GEFA requesting approval of a Clean Water State Revolving Fund loan, and

WHEREAS, at their meeting held on August 23, 2022, GEFA awarded a loan to the Gwinnett County Board of Commissioners in an amount not to exceed \$50,000,000;

WHEREAS, the Board of Commissioners (the "Borrower") has determined to borrow an amount not to exceed \$50,000,000 from the Clean Water State Revolving Fund, administered by the Georgia Environmental Finance Authority (the "Lender") to finance a portion of the costs of acquiring, constructing, and installing the project described in Exhibit A to the Loan Agreement (the "Project"), pursuant to the terms of the Loan Agreement between the Borrower and the Lender, the form of which has been presented at this meeting, and

WHEREAS, the Borrower's obligation to repay the loan made pursuant to the Loan Agreement will be evidenced by a Promissory Note (the "Note") of the Borrower, the form of which has been presented at this meeting;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Gwinnett County, Georgia the forms, terms and conditions and the execution, delivery, and performance of the Loan Agreement and the Note are hereby approved and authorized

BE IT FURTHER RESOLVED that the terms of the Loan Agreement and the Note are in the best interest of the Borrower for the financing of the Project, and the Board of Commissioners designates and authorizes the Chairwoman to execute and deliver and the Clerk of the County to attest, respectively, the Loan Agreement, the Note and any related documents necessary to the consummation of the transaction contemplated by the Loan Agreement.

The officers, agents and employees of the County are hereby authorized to perform any and all acts and doings which are in conformity with the intent of this Resolution.

THIS SUPPLEMENTAL RESOLUTION is adopted this 17 day of January, 2023.

BOARD OF COMMISSIONERS OF GWINNETT COUNTY,
GEORGIA

By: _____
Nicole L. Hendrickson, Chairwoman

ATTEST:

County Clerk

APPROVED AS TO FORM:

Michael P. Ludwiczak
County Attorney

EXHIBIT A
FORM OF LOAN AGREEMENT

EXHIBIT B
FORM OF PROMISSORY NOTE

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:
20230070	

Grants Public Hearing

Department:	Fire Services	Date Submitted:	12/27/2022
Working Session:	01/17/2023	Business Session:	01/17/2023
Submitted By:	Purchasing – Katie Maldonado – CB	Public Hearing:	
Agenda Type	Award	Multiple Depts?	No
Item of Business:	Locked by Purchasing		No

OS008-23, purchase of Stryker and Physio Control medical products and services on a multi-year contract, to Stryker Sales Corporation. The initial term of this contract shall be February 1, 2023 through December 31, 2023, base amount \$1,357,442.04. This contract may be automatically renewed on an annual basis for a total lifetime contract term of three years, total base amount \$5,712,752.88. Contract to follow award. Subject to approval as to form by the Law Department.

Attachments	Summary Sheet, Justification Letter, Justification Support
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Authorization:	Chairwoman's Signature?	<input type="text" value="Yes"/>
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Staff Recommendation	Award
BAC Action:	
Department Head	rsknick (1/6/2023)
Attorney	ebtaylor (1/12/2023)

Agenda Purpose Only

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	Fire & EMS	*	\$1,500,000	mbwoods (1/12/2023)
Yes	Capital Project	*	\$4,212,753	
Finance Comments	*The current balance in Industrial Supplies and Fire / Medical Equipment Replacements project is checked as items are purchased and services are provided. The requested allocation is an estimate based on the recommended base bid. For FY2023, \$1,357,442 is allocated and for FY2024-2025, \$4,355,311 is subject to budget approval.			FinDir's Initials bjalexzulian (1/12/2023)

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 – OS008-23**Purchase of Stryker and Physio Control Medical Products and Services on a Multi-Year Contract**

PURPOSE:	Stryker Sales Corporation supplies medical equipment that is approved to be purchased as standardized sole source products. The products include cardiac monitors, power stretchers, power load systems, stair chairs, and accessories that assist with patient care.
LOCATION:	Department of Fire and Emergency Services
AMOUNT TO BE SPENT:	\$1,357,442.04 Initial Term \$5,712,752.88 Full Term
PREVIOUS CONTRACT AWARD AMOUNT:	\$2,245,969.80
AMOUNT SPENT PREVIOUS CONTRACT:	\$4,104,706.42
INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):	An accurate increase/decrease cannot be obtained due to the format of the updated products list and new units being added.
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: February 1, 2023 through December 31, 2023 Full Term: February 1, 2023 through December 31, 2025



MEMORANDUM

TO: Casey Beauston
Purchasing Associate II

THROUGH: Russell Knick *RK*
Fire Chief

FROM: Yvonne Shannon *YS*
Section Manager

SUBJECT: Recommendation to Award OS008-23 Multi-year Purchase Contract of Stryker and Physio Control Medical Products and Services

DATE: December 20, 2022

REQUESTED ACTION

The Department of Fire and Emergency Services recommends award of the above referenced multi-year contract to Stryker Sales Corporation in the amount of \$5,712,752.88.

DESCRIPTION

Stryker Sales Corporation supplies medical equipment that is approved to be purchased as standardized sole source products. The products include cardiac monitors, power stretchers, power load systems, stair chairs and accessories that assist with patient care. The three-year multi-year contract will allow the department to purchase medical equipment for new units requested through decision packages and well as replacement of aging units.

FINANCIAL

1. Estimated amount to be spent: \$1,357,442.04 first term; \$5,712,752.88 contract term
2. Projected amount to be spent previous contract period: \$4,104,706.42
3. Do total obligations agree with "Action Requested"? Yes X No
4. Budgeted: Yes X No
5. Contact name: Yvonne Shannon Contact phone: 678-518-4874

Page 2
 Recommendation Letter
 OS008-23

6. Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount	% of Award Amount
2023	102	115000	23011001	50701103		\$500,000.00	9%
2023	402				E-0659-01-4-02	\$857,442.04	15%
2024	102	115000	23011001	50701103		\$500,000.00	9%
2024	402				E-0659-01-4-02	\$1,556,625.05	27%
2025	102	115000	23011001	50701103		\$500,000.00	9%
2025	402				E-0659-01-4-02	\$1,798,685.79	31%
Total						\$5,712,752.88	100%

Transfer Required: Yes No

If Yes, transfer from:

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

Sole Source Approval Form

Requesting Department: Gwinnett County Department of Fire and Emergency Services *EM 8/18/22*

Purchasing Associate: Casey Beauston, Purchasing Associate II *(CB) 8/18/22*

Description of proposed procurement: The Gwinnett County Department of Fire and Emergency Services is requesting sole source approval to purchase the Stryker Pro stair chair device.

Reason for sole source request: The Department of Fire and Emergency Services currently has 48 Stryker stair chairs in use on all its transport and rescue units. Having a sole source approval in place allows the department to have one single type of stair chair that the firefighter must train on and be familiar with its operation.

Sole Source Provider: Stryker Medical through Stryker Sale Corporation

Additional cost/savings: The utilization of one device will maintain inventory of repair parts necessary to keep the units in service to a minimum and allow repairs to be performed in-house by certified personnel.

Benefits to the County: The main reason for utilizing this type of non-ambulatory patient relocation device is to assist the department in helping to reduce the number of back and other lifting injuries related to worker's compensation claims associated with moving patients up and down stairs on the interior and exterior of businesses and residences. It is also safer for the patient.

Anticipated annual expenditure: \$16,500

Requested validity period: 5 years

Chris Ambort 7/29/2022

Prepared by [Signature] Date 8-8-2022

Department Director Date

[Signature] 8/18/22
Purchasing Director Date

8/18/22
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 MTA agenda for approval the Board of Commissioners. Anticipated Agenda Date

1/17/23 *(CB)*

Sole Source Approval Form

Requesting Department: Fire and Emergency Services

Purchasing Associate: Casey Beauston, Purchasing Associate II

AP 9/4/22
CB 8/19/22
9/2/22 CB

Description of proposed procurement: The department is requesting renewal of the sole source that was initially granted to the Department in September 2013 and subsequently renewed in August 2017 for the purchase of the power lift assisted stretchers and power loading systems.

Reason for sole source request: At the time of the 2013 approval the Department also received approval from the Purchasing Policy and Review Committee for the standardization of this type of stretcher system. Currently all the Department's frontline and reserve Med units totaling 51 vehicles and 47 total stretchers utilize this power stretcher / loading system. Having a sole source approval in place allows the Department to have one single type of stretcher system that the Firefighter must train on and be familiar with its operation. Products from a different manufacturer will not be compatible with the current power lifting system.

Sole Source Provider: Stryker Medical through Stryker Sales Corporation

Additional cost/savings: Continuity of service and repair without additional expense can be maintained utilizing the Stryker product line through existing service agreements. Maintaining an inventory of spare equipment to repair and service stretchers and power loads would increase if multiple vendors were utilized.

Benefits to the County: The main reason for having gone to this type of stretcher is to assist the Department in helping to reduce the number of back and other lifting related worker's compensation claims associated with the repetitive lifting that a manual stretcher may cause.

Anticipated annual expenditure: \$525,000

Requested validity period: 5 years

Chris Ambort

07/29/22

Prepared By

Date

Department Director

Date

Purchasing Director

Date

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 10/18/22 agenda for approval by the Board of Commissioners.

Anticipated Agenda Date

1/17/23 CB

Sole Source Approval Form

Requesting Department: Gwinnett County Department of Fire and Emergency Services

Purchasing Associate: Casey Beauston, Purchasing Associate II

CB

8/18/22

8/18/22

Description of proposed procurement: Purchase of Stryker Sidekick Disinfecting Wipes through a subscription agreement with Stryker Medical which is a division of Stryker Sales Corporation (Stryker)

Reason for sole source request: The Department of Fire and Emergency Services currently utilizes Stryker Power stretchers and loads in all med units. ProCare service and maintenance contract through Strkyer Medical provides preventative maintenance and repairs on the equipment. Stryker product surface testing has validated that exclusive use of Sidekick wipes on Stryker medical equipment after patient transports will not degrade, discolor or crack surface materials thereby ensuring the expected life of equipment. Stryker may not cover equipment that falls due to cleaning with alternate products.

Sole Source Provider: Stryker Medical through Stryker Sales Corporation

Additional cost/savings: Subscription agreement with Stryker Medical will result in a 41% savings compared to one time purchase.

Benefits to the County: Support the expected life of the Stryker Medical equipment and reducing replacement cost.

Anticipated annual expenditure: \$13,983.84

Requested validity period: 5 years

Yvonne Shannon

[Signature]

7/25/2022

Prepared By

[Signature]

Date

8-8-2022

Department Director

Date

[Signature]
Purchasing Director

8/18/22

Date

8/18/27
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 ATA agenda for approval by the Board of Commissioners.

Anticipated Agenda Date

1/17/23 CB

Quote Pricing

Material number	Item	2023 units	2023 Ext Price	2024 Units	2024 Ext Price	2025 Units	2025 Ext Price	
112267	Lucas 3.1 complete with 4 yr procare	10	\$ 277,100.80	10	\$ 304,810.88	11	\$ 368,821.16	
114062	LP15 Complete with 4 yr Procure		\$ -	10	\$ 564,565.32	10	\$ 621,021.85	
108580	Stair Chair no svc agreement	2	\$ 10,864.12	2	\$ 11,950.53	2	\$ 13,145.59	
114440	Power load complete with 7 yr Procure	11	\$ 468,126.78	11	\$ 514,939.46	11	\$ 566,433.40	
114379	Power Pro 2 complete with 7 yr Procure	11	\$ 448,336.24	11	\$ 493,169.86	11	\$ 542,486.85	
110278	LP Basic Carry Case w/ R/L pouches shoulder strap	3	\$ 766.35	3	\$ 842.99	3	\$ 927.28	
110291	LP15 Carry Case Top Pouch	5	\$ 266.25	5	\$ 292.88	5	\$ 322.16	
110279	Lp15 Carry Case Back Pouch	5	\$ 378.75	5	\$ 416.63	5	\$ 458.29	
112270	Lucas Disposable Cup (pack of 12)	360	\$ 143,442.00	360	\$ 157,786.20	360	\$ 173,564.82	
112276	Lucas Carrying Case	5	\$ 1,794.00	5	\$ 1,973.40	5	\$ 2,170.74	
112291	Lucas Stabilization Strap	10	\$ 2,359.50	10	\$ 2,595.45	10	\$ 2,855.00	
114462	FD-STRYKER, X-RESTRAINT 6500001430	10	\$ 1,729.00	10	\$ 1,901.90	10	\$ 2,092.09	
114704	FD-STRYKER, MATTRES XPS 6500003130	5	\$ 1,862.25	5	\$ 2,048.48	5	\$ 2,253.32	
107968	FD-STAIR CHAIR STRAP, ANKLE BLACK	5	\$ 87.75	5	\$ 96.53	10	\$ 212.36	
107967	FD-STAIR CHAIR STRAP, CHEST BLACK	5	\$ 87.75	5	\$ 96.53	10	\$ 212.36	
109427	FD-STAIR CHAIR STRAP, CHEST GREEN	5	\$ 87.75	5	\$ 96.53	10	\$ 212.36	
110290	FD-LP15 SHOULDER STRAP	5	\$ 152.75	5	\$ 168.03	10	\$ 369.66	
			\$ 1,357,442.04		\$ 2,057,751.56		\$ 2,297,559.28	\$ 5,712,752.88
			24%		36%		40%	100%

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20230020			
Department:	Law Department	Date Submitted:	12/13/2022
Working Session:	01/17/2023	Business Session:	01/17/2023
Submitted By:	Michael P. Ludwiczak	Public Hearing:	
Agenda Type	Approval/authorization	Multiple Depts?	
Item of Business:		Locked by Purchasing	<input type="text" value="No"/>
<p>for Declaration of Taking Condemnation proceedings for the property of Kikasha Properties GA LLC 3, consisting of 0.74 acres of fee simple right of way and 0.03 acres of 60-month temporary construction easement, Tax Parcel No. R7271 112, 4585 Nelson Brogdon Blvd., amount \$458,000.00. Subject to approval as to form by the Law Department. This project is funded by the 2017 SPLOST program.</p>			
Attachments	Justification Memorandum, Maps, and Resolution		
Authorization: Chairwoman's Signature?	<input type="text" value="Yes"/>		
Staff Recommendation			
BAC Action:			
Department Head	mpludwiczak (1/10/2023)		
Attorney	tllettsome (1/10/2023)		
Agenda Purpose Only			

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	2017 SPLOST	\$2,128,007*	\$458,000	mbwoods (1/10/2023)
Finance Comments	*Amount available in SR20/Buford Drive Widening - US23/SR13 project.			FinDir's Initials bjalexzulia (1/10/2023)


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"/>	
		Vote



MEMORANDUM

TO: Chairwoman
District Commissioners

THROUGH: Michael P. Ludwiczak 
County Attorney

FROM: Tracy L. Lettsome 
Senior Assistant County Attorney

SUBJECT: Declaration of Taking – GCID 2023-0020

DATE: January 9, 2023

ITEM OF BUSINESS

Approval/Authorization for Declaration of Taking Condemnation proceedings for the property of Kikasha Properties GA LLC 3, consisting of 0.74 acres of fee simple right of way and 0.03 acres of 60-month temporary construction easement, Tax Parcel No. R7271 112, 4585 Nelson Brogdon Blvd., amount \$458,000.00. Subject to approval as to form by the Law Department. This project is funded by the 2017 SPLOST program.

BACKGROUND AND DISCUSSION

Through this agenda item, the Law Department requests that the Board of Commissioners approve the execution of the attached Resolution which authorizes the filing of a Declaration of Taking proceeding to acquire 0.74 acres of fee simple right of way and 0.03 acres of 60-month temporary construction easement. The acquisition of the fee simple right of way and temporary construction easement is necessary for the project named State Route 20 from County Road 1954/Peachtree Industrial Boulevard to State Route 13. The subject property is zoned LM, and the parcel is within Commission District 4. The estimated amount of just and adequate compensation for the acquisition is \$458,000.00.

If you have any questions with regard to this matter, please do not hesitate to contact me at extension 8791.

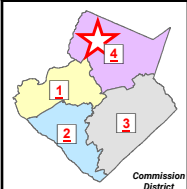


ATWATER CT

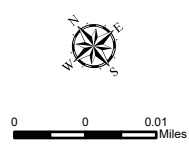
20

NELSON BROGDON BLVD

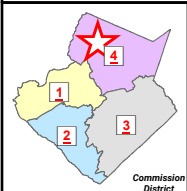
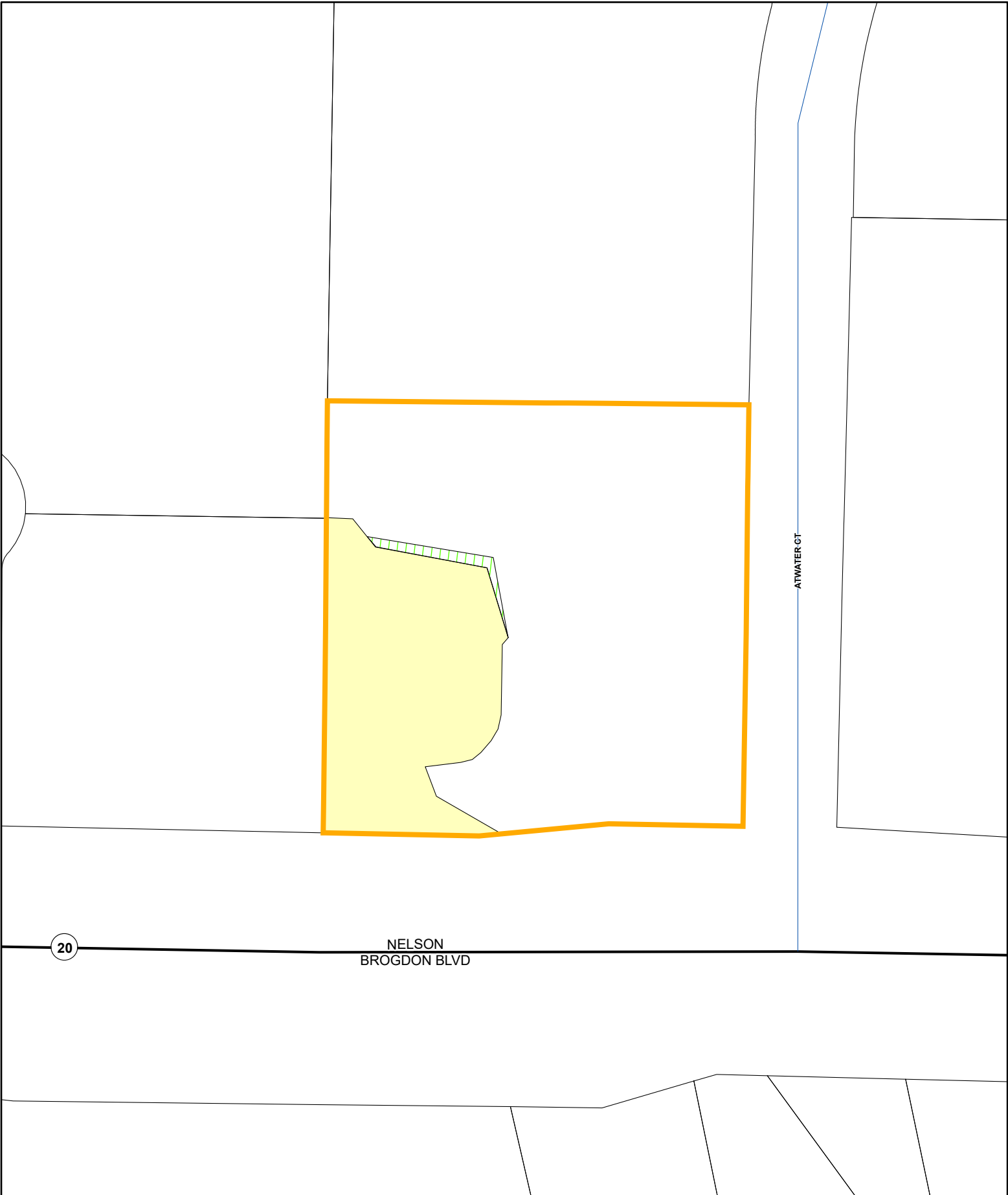
Gwinnett County GIS




F-1264-01 STATE ROUTE 20 FROM COUNTY ROAD 1954/PEACHTREE INDUSTRIAL BOULEVARD TO STATE ROUTE 13
 KIKASHA PROPERTIES GA LLC 3, A GEORGIA LIMITED LIABILITY COMPANY
 PIN 7271 112
 +/- 0.74 ACRES RIGHT OF WAY
 +/- 0.03 ACRES TEMPORARY CONSTRUCTION EASEMENT
 PARCEL 10

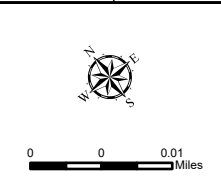


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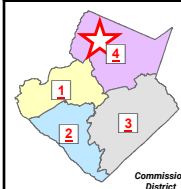
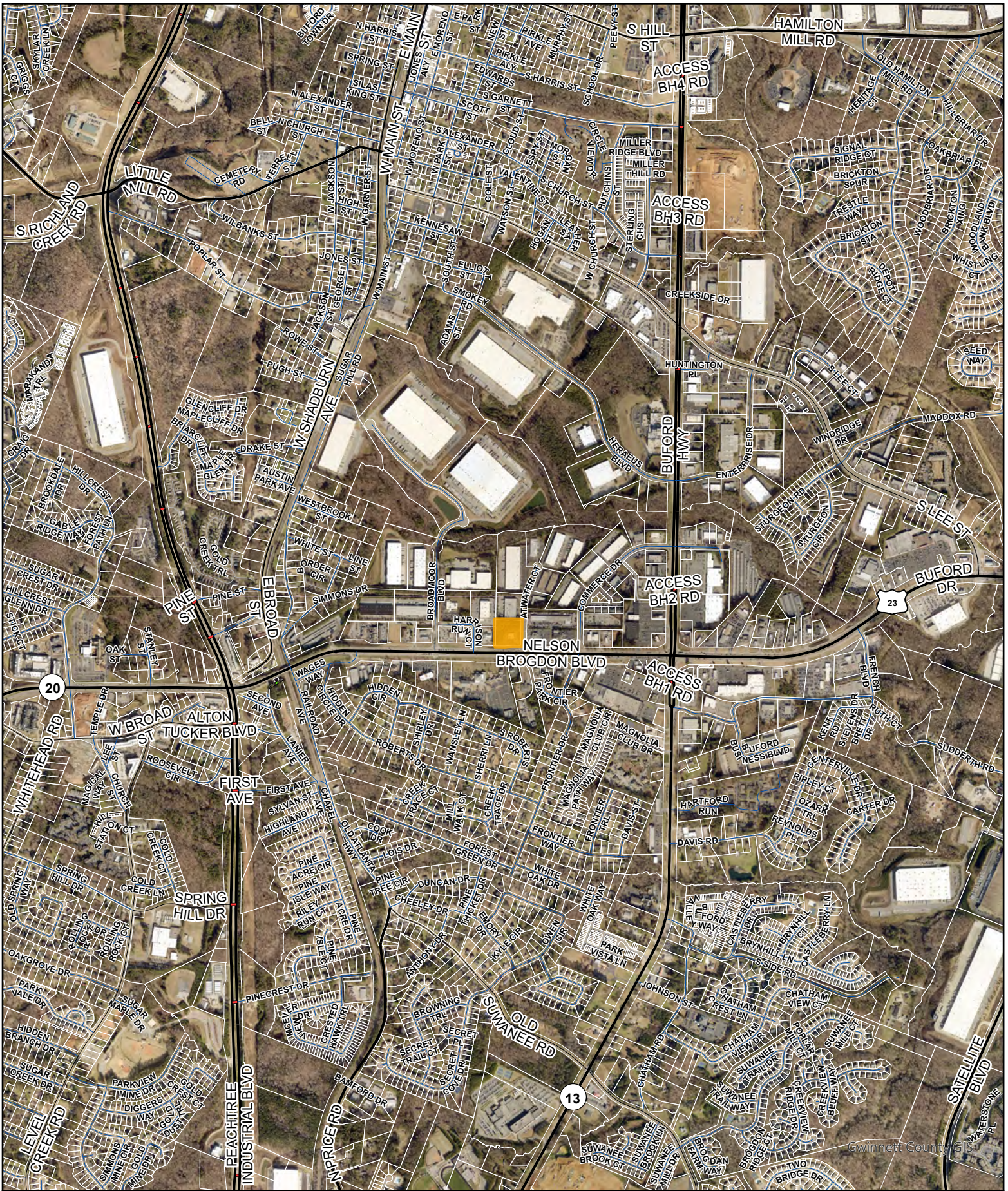


F-1264-01 STATE ROUTE 20 FROM COUNTY ROAD 1954/PEACHTREE INDUSTRIAL BOULEVARD TO STATE ROUTE 13
 KIKASHA PROPERTIES GA LLC 3, A GEORGIA LIMITED LIABILITY COMPANY
 PIN 7271 112

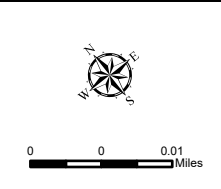
 +/- 0.74 ACRES RIGHT OF WAY
 +/- 0.03 ACRES TEMPORARY CONSTRUCTION EASEMENT
 PARCEL 10



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F-1264-01 STATE ROUTE 20 FROM COUNTY ROAD 1954/PEACHTREE INDUSTRIAL BOULEVARD TO STATE ROUTE 13
 KIKASHA PROPERTIES GA LLC 3, A GEORGIA LIMITED LIABILITY COMPANY



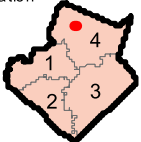
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GWINNETT COUNTY GIS MAP



Gwinnett County GIS

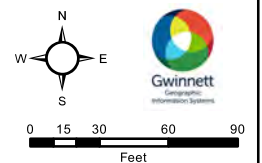
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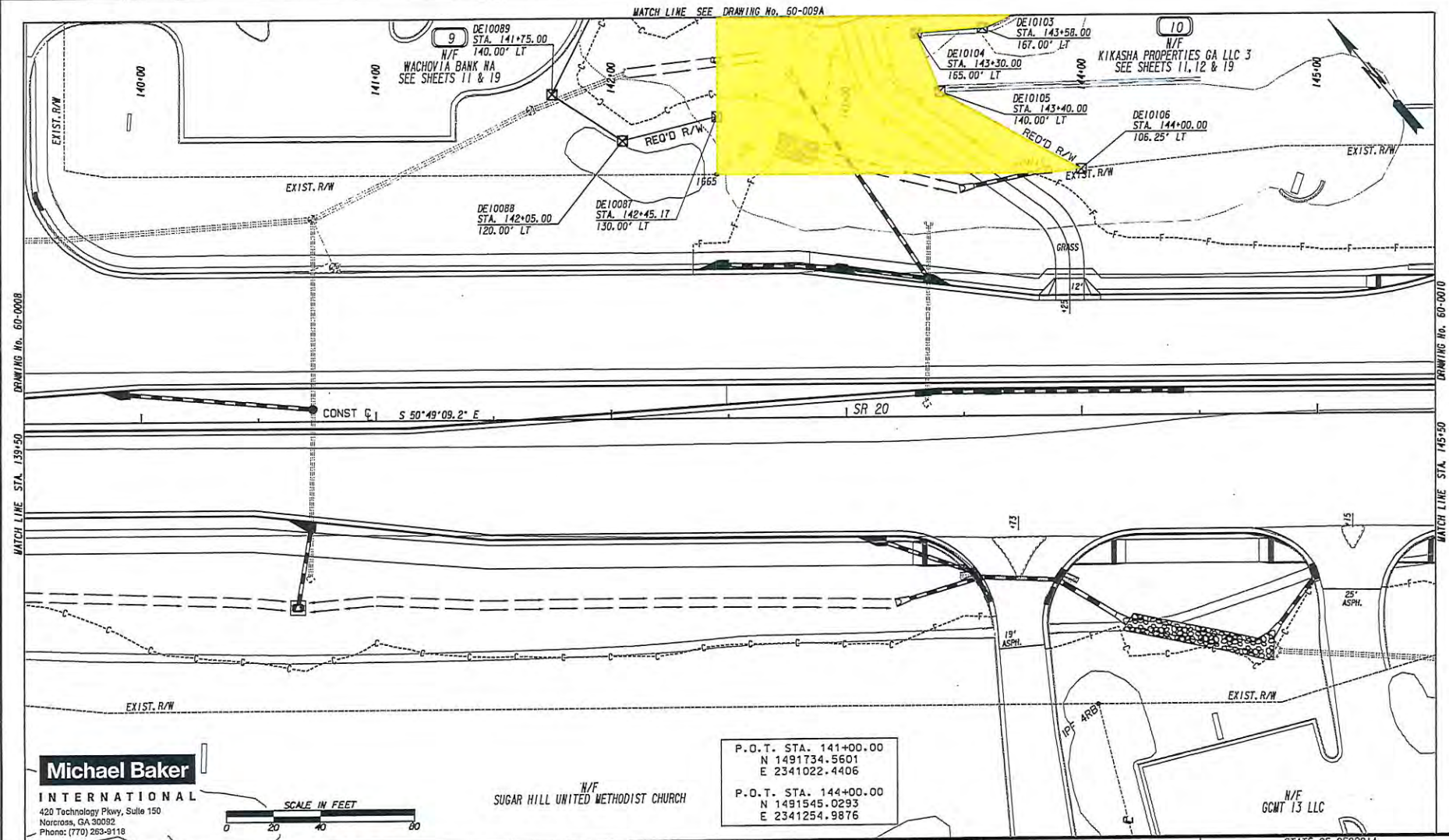


Project Name: State Route 20 from County Road 1954/Peachtree Industrial Boulevard to State Route 13

GCID: 20230020

Commission District: 4





Michael Baker INTERNATIONAL

420 Technology Pkwy, Suite 150
 Norcross, GA 30092
 Phone: (770) 253-9118



P.O.T. STA. 141+00.00
 N 1491734.5601
 E 2341022.4406
 P.O.T. STA. 144+00.00
 N 1491545.0293
 E 2341254.9876

PROPERTY AND EXISTING R/W LINE	---
REQUIRED R/W LINE	---
CONSTRUCTION LIMITS	---
EASEMENT FOR CONSTR	---
& MAINTENANCE OF SLOPES	---
EASEMENT FOR CONSTR OF SLOPES	---
EASEMENT FOR CONSTR OF DRIVES	---

BEGIN LIMIT OF ACCESS.....BLA	---
END LIMIT OF ACCESS.....ELA	---
EXISTING LIMIT OF ACCESS	---
REQ'D LIMIT OF ACCESS	---
EXISTING LIMIT OF ACCESS & R/W	---
REQ'D LIMIT OF ACCESS & R/W	---
ORANGE BARRIER FENCE	---
ESA - ENV. SENSITIVE AREA	---

DATE	REVISIONS
11/18/2020	REVISED EASEMENT ON PARCELS 9 & 10.
09/03/2021	CHANGED EASEMENT TO REQ'D R/W AND REVISED AREA ON PARCELS 9 & 10.

PRELIMINARY

STATE OF GEORGIA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAN	
PROJECT NO: 0015439	COUNTY: GWINNETT
LAND LOT NO: 271	LAND DISTRICT: 7
GND 550	DATE 05/18/20 SH 10 OF 20
DRAWING NO:	60-0009

5/12/2022
TJLw/ls

CPLOT-V8
apleborder-V01-PO.M01.161

0015439.00-009A.dgn
DWG/PLOT

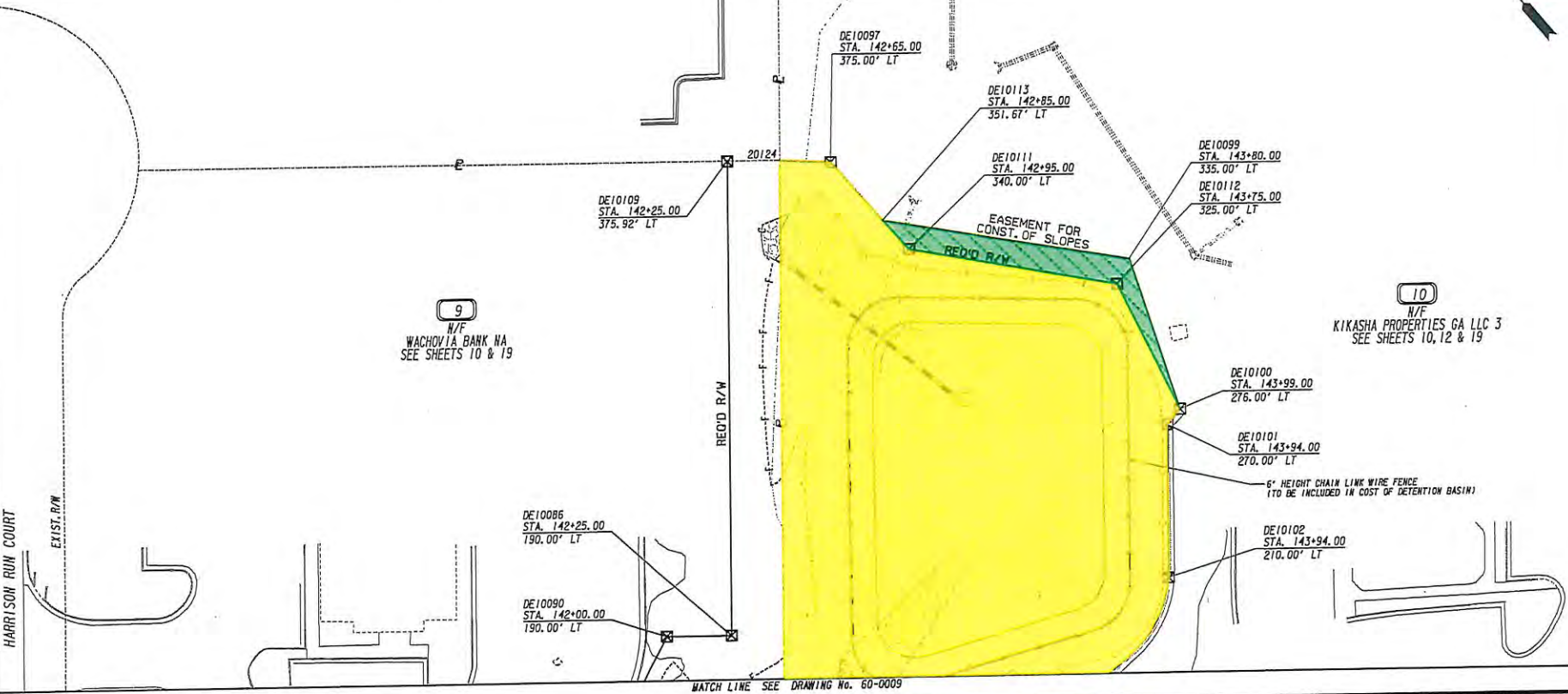
STATE OF GEORGIA
P.L. No.
0015439

Michael Baker
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420 Technology Pkwy, Suite 150
Norcross, GA 30092
Phone: (770) 263-9118



N/F
GROUP 1 REALTY, INC.

APPROXIMATE LOCATION
CITY LIMIT LINE
LL270
LL271
CITY OF BUFORD
CITY OF SUGAR HILL



PROPERTY AND EXISTING R/W LINE	---
REQUIRED R/W LINE	---
CONSTRUCTION LIMITS	---
EASEMENT FOR CONSTR	---
& MAINTENANCE OF SLOPES	---
EASEMENT FOR CONSTR OF SLOPES	---
EASEMENT FOR CONSTR OF DRIVES	---

BEGIN LIMIT OF ACCESS.....BLA	---
END LIMIT OF ACCESS.....ELA	---
EXISTING LIMIT OF ACCESS	---
REQ'D LIMIT OF ACCESS	---
EXISTING LIMIT OF ACCESS & R/W	---
REQ'D LIMIT OF ACCESS & R/W	---
ORANGE BARRIER FENCE	---
ESA - ENV. SENSITIVE AREA	---

DATE	REVISIONS	DATE	REVISIONS
11/18/2020	REVISED EASEMENT ON PARCELS 9 & 10.		
09/03/2021	CHANGED EASEMENT TO REQ'D R/W AND REVISED AREA ON PARCELS 9 & 10.		
05/13/2022	REVISED PARCEL 10 TO REQ'D R/W AND ADDED EASEMENT.		

PRELIMINARY

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY PLAN
PROJECT NO: 0015439
COUNTY: GWINNETT
LAND LOT NO: 270, 271
LAND DISTRICT: 7
GWD 550
DATE 05/18/20 SH 11 OF 20
DRAWING NO.
60-009A

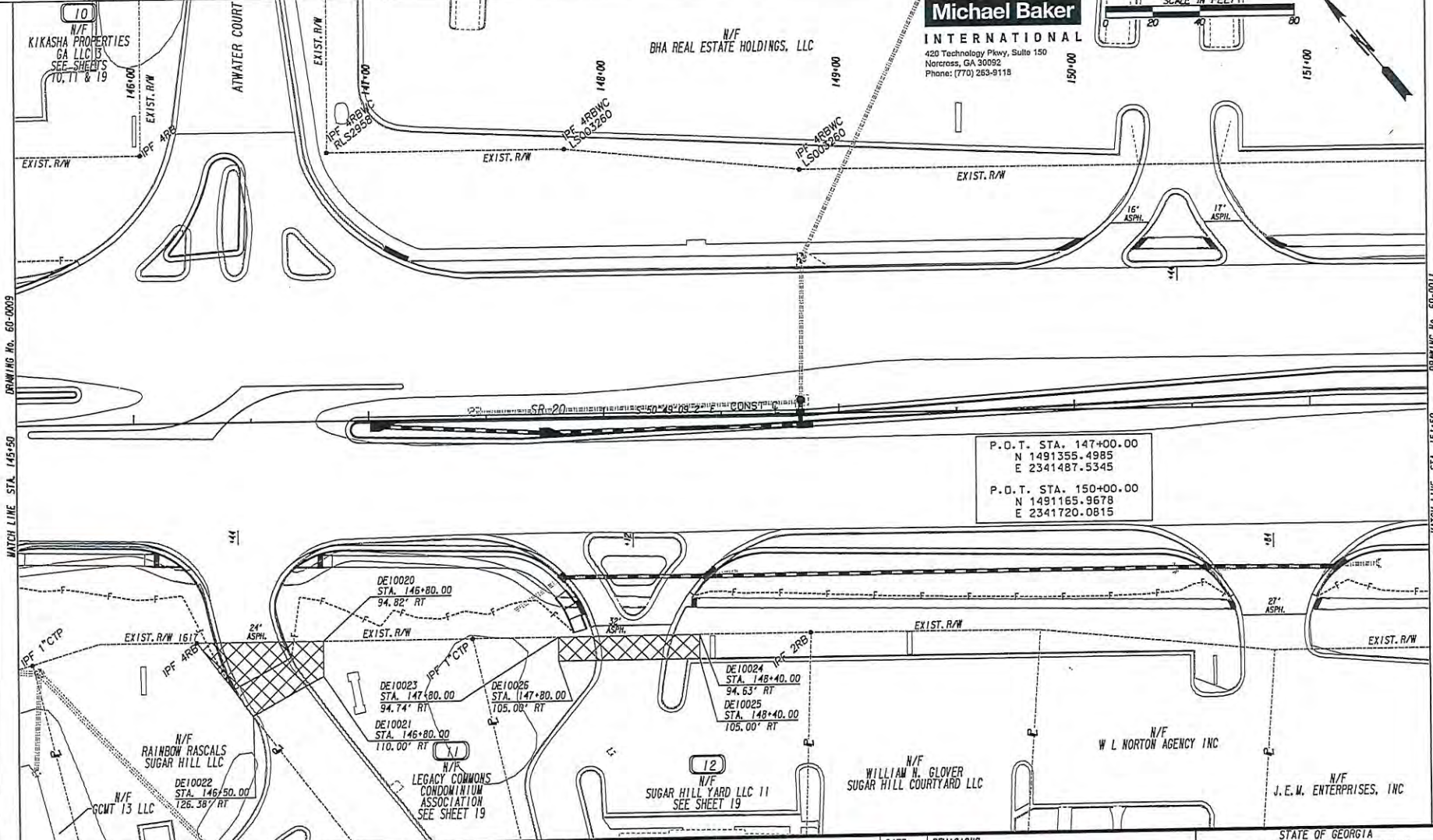
5/18/2020
Rohan, Dashmukh

CPLDT-V8
opletborder-V01-PO.MDI.181

0015439_60-0010.dwg
DWG

P.L. No.
0015439

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P.O.T. STA. 147+00.00
N 1491355.4985
E 2341487.5345

P.O.T. STA. 150+00.00
N 1491165.9678
E 2341720.0815

PROPERTY AND EXISTING R/W LINE	---
REQUIRED R/W LINE	---
CONSTRUCTION LIMITS	---
EASEMENT FOR CONSTR	---
& MAINTENANCE OF SLOPES	---
EASEMENT FOR CONSTR OF SLOPES	---
EASEMENT FOR CONSTR OF DRIVES	---

BEGIN LIMIT OF ACCESS.....BLA	---
END LIMIT OF ACCESS.....ELA	---
EXISTING LIMIT OF ACCESS	---
REQ'D LIMIT OF ACCESS	---
EXISTING LIMIT OF ACCESS & R/W	---
REQ'D LIMIT OF ACCESS & R/W	---
ORANGE BARRIER FENCE	---
ESA - ENV. SENSITIVE AREA	---

DATE	REVISIONS	DATE	REVISIONS

PRELIMINARY

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY PLAN
PROJECT NO: 0015439
COUNTY: GWINNETT
LAND LOT NO: 271
LAND DISTRICT: 7
GMD 550
DATE 05/18/20 SH 12 OF 20
DRAWING No.
60-0010

DRAWING No. 60-0009
WATCH LINE STA. 145+50

DRAWING No. 60-0011
WATCH LINE STA. 151+50

8

NORFOLK SOUTHERN RAILWAY COMPANY
HWY #9295750
RAMP 0602_49

PARCEL B EASEMENT FOR CONSTRUCTION & MAINTENANCE OF DRIVE DE1008

PMT	OFFSET/ DIST	STATION/ BEARING	NORTHING/EASTING COORDINATES	ALIGNMENT
20194	101.21 R	111+16.18	N 1493227.326 E 2338528.262	SR 20
DE10014	68.00 L	111+34.82 S 20°24'25.2" E	N 1493385.875 E 2338587.520	SR 20
DE10001	68.00 L	113+36.03 S 15°52'49.9" E	N 1493337.791 E 2338782.751	SR 20
DE10002	67.00 R	113+21.19 S 20°24'25.2" E	N 1493210.498 E 2338735.394	SR 20
DE10003	67.00 R	113+21.19 S 15°52'49.9" E	N 1493247.372 E 2338588.802	SR 20
DE10004	92.00 R	111+16.18 S 51°41'17.0" E	N 1493227.037 E 2338563.064	SR 20
20194	101.21 R	111+16.18	N 1493227.326 E 2338528.262	SR 20
RECD EASMT	= 28377.09 SF			
RECD EASMT	= 0.651 ACRES			

PARCEL B AREA A EASEMENT BY RAILROAD AGREEMENT DE1008A

PMT	OFFSET/ DIST	STATION/ BEARING	NORTHING/EASTING COORDINATES	ALIGNMENT
20194	101.21 R	111+16.18	N 1493227.326 E 2338528.262	SR 20
DE10004	93.00 R	111+50.00 S 89°31'23.5" E	N 1493227.037 E 2338563.064	SR 20
DE10003	67.00 R	111+16.18 S 51°41'17.0" E	N 1493247.372 E 2338588.802	SR 20
DE10002	67.00 R	113+21.19 S 15°52'49.9" E	N 1493210.498 E 2338735.394	SR 20
DE10005	97.00 R	113+17.85 S 20°24'25.2" E	N 1493182.211 E 2338724.870	SR 20
20194	101.21 R	111+16.18	N 1493227.326 E 2338528.262	SR 20
RECD EASMT	= 5246.05 SF			
RECD EASMT	= 0.120 ACRES			

PARCEL B AREA B EASEMENT BY RAILROAD AGREEMENT DE1008B

PMT	OFFSET/ DIST	STATION/ BEARING	NORTHING/EASTING COORDINATES	ALIGNMENT
DE10014	68.00 L	111+34.82 S 20°24'25.2" E	N 1493385.875 E 2338587.520	SR 20
3090	93.57 L	111+50.00 S 17°54'34.4" E	N 1493416.644 E 2338598.635	SR 20
DE10019	95.00 L	113+39.01 S 17°54'34.4" E	N 1493563.250 E 2338792.223	SR 20
DE10001	68.00 L	113+36.03 S 20°24'25.2" E	N 1493337.791 E 2338782.751	SR 20
DE10014	68.00 L	111+34.82 S 15°52'49.9" E	N 1493385.875 E 2338587.520	SR 20
RECD EASMT	= 5920.52 SF			
RECD EASMT	= 0.135 ACRES			

EASEMENT BY RAILROAD AGREEMENT AREA A = 5246.05 SF
EASEMENT BY RAILROAD AGREEMENT AREA B = 5892.52 SF
TOTAL EASEMENT BY RAILROAD AGREEMENT = 11138.57 SF
TOTAL EASEMENT BY RAILROAD AGREEMENT = 0.256 ACRES

9

N/F
WACHOVIA A BANK NA

PARCEL 9 - RECD RECD R/W DE1009

PMT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE10007	130.00 L	142+45.17 N 64°47'53.7" E	SR 20
DE10008	120.00 L	142+05.00 S 8°07'45.0" E	SR 20
DE10009	140.00 L	141+15.00 S 85°44'45.0" E	SR 20
DE10090	190.00 L	143+00.00 S 20°49'09.2" E	SR 20
DE10006	190.00 L	142+25.00 S 39°10'50.8" E	SR 20
DE10109	375.92 L	142+25.00 S 50°46'48.9" E	SR 20
20124	375.92 L	142+45.36 S 39°12'26.1" E	SR 20
DE10007	130.00 L	142+45.17	SR 20
RECD R/W	= 7558.77 SF		
RECD R/W	= 0.174 ACRES		
REMAINDER	= 17-1.53 ACRES		

10

N/F
KIKASHA PROPERTIES GA LLC 3

PMT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
1655	104.91 R	142+45.15	SR 20
20124	270.99 R	142+45.36 S 39°12'26.1" E	SR 20
DE10007	375.00 L	142+05.00 S 49°10'59.7" E	SR 20
DE10111	340.00 L	142+05.00 S 1°25'13.9" E	SR 20
DE10112	325.00 L	143+75.00 S 40°11'58.5" E	SR 20
DE10100	276.00 L	143+99.00 S 13°09'07.3" E	SR 20
DE10101	270.00 L	143+99.00 S 78°59'10.8" E	SR 20
DE10102	210.00 L	143+94.00	SR 20
ARC LENGTH	= 59.54		
CHORD BEAR	= 5°19'07"01.8" E		
LIMIT CHORD	= 56.08		
RADIUS	= 58.00		
DEGREE	= 114°35'29.5"		
DE10103	167.00 L	143+58.00	SR 20
DE10104	165.00 L	143+50.00 S 54°54'17.4" E	SR 20
DE10105	140.00 L	143+40.00 S 17°22'45.7" E	SR 20
DE10106	106.25 L	144+00.00 S 21°21'47.3" E	SR 20
20115	104.55 L	143+94.00 S 50°40'10.9" E	SR 20
1655	104.91 R	142+45.15	SR 20
REMAINDER	= 17-2.26 ACRES		

PARCEL 10 EASEMENT FOR CONSTRUCTION OF SLOPES DE1010A

PMT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE10111	340.00 L	142+05.00 S 1°25'13.9" E	SR 20
DE10113	351.67 L	142+05.00 S 40°50'07.0" E	SR 20
DE10099	335.00 L	143+00.00 S 21°19'49.6" E	SR 20
DE10100	276.00 L	143+99.00 S 13°09'07.3" E	SR 20
DE10112	325.00 L	143+75.00 S 40°11'58.5" E	SR 20
DE10111	340.00 L	142+05.00	SR 20
RECD EASMT	= 1126.13 SF		
RECD EASMT	= 0.026 ACRES		

11

N/F
LEGACY COMMONS CONDOMINIUM ASSOCIATION

PARCEL 11 EASEMENT FOR CONSTRUCTION OF DRIVE DE1011

PMT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
1617	94.83 R	146+06.19	SR 20
DE10020	94.83 R	146+06.00	SR 20
DE10021	110.00 R	146+06.00	SR 20
DE10022	126.38 R	146+06.00	SR 20
1617	94.83 R	146+06.19	SR 20
TOTAL EASEMENT FOR CONSTRUCTION OF DRIVE	= 1006.64 SF		
TOTAL EASEMENT FOR CONSTRUCTION OF DRIVE	= 0.02 ACRES		
TOTAL PARCEL SIZE	= 4.41 ACRES		

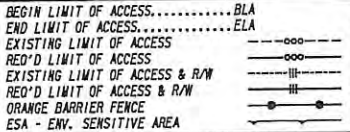
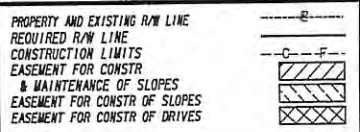
12

N/F
SUGAR HILL YARD LLC 11

PARCEL 12 EASEMENT FOR CONSTRUCTION OF DRIVE DE1012

PMT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE10023	94.74 R	147+00.00	SR 20
DE10024	94.53 R	148+00.00	SR 20
DE10025	105.00 R	148+00.00	SR 20
DE10026	105.00 R	147+00.00	SR 20
DE10027	94.74 R	147+00.00	SR 20
TOTAL EASEMENT FOR CONSTRUCTION OF DRIVE	= 619.05 SF		
TOTAL EASEMENT FOR CONSTRUCTION OF DRIVE	= 0.01 ACRES		
TOTAL PARCEL SIZE	= 0.63 ACRES		

Michael Baker
INTERNATIONAL
420 Technology Pkwy, Suite 150
Norcross, GA 30092
Phone: (770) 253-9118



DATE	REVISIONS
11/18/2020	REVISED AREAS OF PARCELS 9 & 10 AND REVISED PARCELS 13 & 14.
05/01/2021	REVISED EASEMENTS ON PARCEL 8.
05/03/2021	ADDED BEARINGS TO PARCEL 8 EASEMENT TABLES. CHANGED EASEMENT TO RECD R/W AND REVISED AREA ON PARCELS 9 & 10.
10/15/2021	ADDED NORTHING/EASTING COORDINATES TO PARCEL 8 EASEMENT TABLES.
05/13/2022	REVISED PARCEL 10 RECD R/W AND ADDED EASEMENT.

PRELIMINARY

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY TABLES

PROJECT NO: 0015439
COUNTY: CHMINEETT
LAND LOT NO: 259, 270, 271, 292
LAND DISTRICT: 7
GWD 550
DATE 05/18/20 SH 19 OF 20

DRAWING NO:
60-0017

APPENDIX "A" TO EXHIBIT "A"

GWINNETT COUNTY

BOARD OF COMMISSIONERS

LAWRENCEVILLE, GEORGIA

RESOLUTION ENTITLED: Declaration of Taking for a Condemnation Proceeding

ADOPTION DATE: JANUARY 17, 2023

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, Declaration of Taking for a Condemnation Proceeding, as set forth below, is hereby adopted:

WHEREAS, the Gwinnett County Department of Transportation has laid out and determined to construct State Route 20 from County Road 1954/Peachtree Industrial Boulevard to State Route 13 as part of the Gwinnett County Road System of the State of Georgia, known and designated as Project F-1264-01, and being more fully shown on a map and drawing on file in the office of the Gwinnett County Department of Transportation, 75 Langley Drive, Lawrenceville, Georgia; and

WHEREAS, in order to maintain the projected schedule of road construction of Gwinnett County, it is necessary that the property, the right of way, and other rights, if any, for the construction of said project be acquired without delay; and

WHEREAS, the parcel to be acquired, the right of way and other rights as herein described and as listed below, shown of record as owned by the persons named herein, all as described in the annexes to this order hereinafter enumerated, all of said annexes, being by reference made a part of this order, are essential for the construction of said project.

Parcel Number: 10

GCID: 2023-0020

**0.74 acres of fee simple right of way
0.03 acres of 60-month temporary construction easement**

Owner: Kikasha Properties GA LLC, a Georgia limited liability company

NOW, THEREFORE, BE IT RESOLVED by the Gwinnett County Board of Commissioners, that the circumstances are such that it is necessary that the right of way, easements and access rights, if any as described in annexes to this order be acquired by condemnation under the provisions of the Official Code of Georgia Annotated, Sections 32-3-4 through 32-3-19; and

IT IS ORDERED that Gwinnett County proceed to acquire the title, estate, or interest in the lands hereinafter described in annexes to this order by condemnation under the provisions of said Code, and the Attorney for Gwinnett County is authorized and directed to file condemnation proceedings, including a Declaration of Taking, to acquire said title, estate, or interest in said lands and to deposit in the Court the sum estimated as just compensation, all in accordance with the provisions of said Code.

This 17th day of January, 2023.

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 #:
20230059	

Grants Public Hearing

Department:	Law Department	Date Submitted:	12/21/2022
Working Session:	01/17/2023	Business Session:	01/17/2023
Submitted By:	Michael P. Ludwiczak	Multiple Depts?	
Agenda Type	Approval/authorization		
Item of Business:	Locked by Purchasing		No

for Declaration of Taking Condemnation proceedings for the property of Bank of America, National Association, consisting of 1,176.58 square feet of fee simple right of way, 2,407.99 square feet of permanent construction easement, and 1,775.00 square feet of 60-month temporary driveway easement, Tax Parcel No. R7259 007, 1500 Buford Highway, amount \$64,000.00. Subject to approval as to form by the Law Department. This project is funded by the 2017 SPLOST program.

Attachments	Justification Memorandum, Maps, and Resolution
-------------	--

Authorization: Chairwoman's Signature?	Yes
--	-----

Staff Recommendation	
BAC Action:	
Department Head	mpludwiczak (1/10/2023)
Attorney	tllettsome (1/10/2023)

Agenda Purpose Only

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	2017 SPLOST	\$2,128,007*	\$64,000	mbwoods (1/10/2023)

Finance Comments	*Amount available in the SR20/Buford Drive Widening - US23/SR13 project.	FinDir's Initials
		bjalexzulian (1/10/2023)


Budget Adjust Grand Jury


County Clerk Use Only		PH was Held?
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		



MEMORANDUM

TO: Chairwoman
District Commissioners

THROUGH: Michael P. Ludwiczak 
County Attorney

FROM: Tracy L. Lettsome 
Senior Assistant County Attorney

SUBJECT: Declaration of Taking – GCID 2023-0059

DATE: January 9, 2023

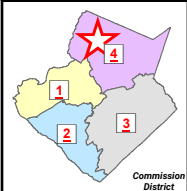
ITEM OF BUSINESS

Approval/Authorization for Declaration of Taking Condemnation proceedings for the property of Bank of America, National Association, consisting of 1,176.58 square feet of fee simple right of way, 2,407.99 square feet of permanent construction easement, and 1,775.00 square feet of 60-month temporary driveway easement, Tax Parcel No. R7259 007, 1500 Buford Highway, amount \$64,000.00. Subject to approval as to form by the Law Department. This project is funded by the 2017 SPLOST program.

BACKGROUND AND DISCUSSION

Through this agenda item, the Law Department requests that the Board of Commissioners approve the execution of the attached Resolution which authorizes the filing of a Declaration of Taking proceeding to acquire 1,176.58 square feet of fee simple right of way, 2,407.99 square feet of permanent construction easement, and 1,775.00 square feet of 60-month temporary driveway easement. The acquisition of this fee simple right of way, permanent construction easement, and temporary driveway easement is necessary for the project named State Route 20 from CR 1954/Peachtree Industrial Boulevard to State Route 13. The subject property is zoned C-2, and the parcel is within Commission District 4. The estimated amount of just and adequate compensation for the acquisition is \$64,000.00.

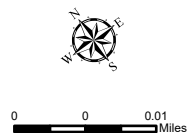
If you have any questions with regard to this matter, please do not hesitate to contact me at extension 8791.



F-1264-01 STATE ROUTE 20 FROM COUNTY ROAD 1954/PEACHTREE INDUSTRIAL BOULEVARD TO STATE ROUTE 13
 BANK OF AMERICA, NATIONAL ASSOCIATION, S/B/M TO GWINNETT FEDERAL SAVINGS AND LOAN ASSOCIATION, A GEORGIA CORPORATION
 PIN 7259 007

- +/- 1176.58 SQ FT FEE SIMPLE RIGHT OF WAY
- +/- 2407.99 SQ FT PERMANENT CONSTRUCTION EASEMENT
- +/- 1775.00 SQ FT TEMPORARY DRIVEWAY EASEMENT

PARCEL 17



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NELSON
BROGDON BLVD

20

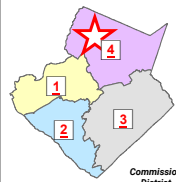
BUFORD-DR

BUFORD
HWY

13



23

ACCESS
BH1 RD



F-1264-01 STATE ROUTE 20 FROM COUNTY ROAD 1954/PEACHTREE INDUSTRIAL BOULEVARD TO STATE ROUTE 13

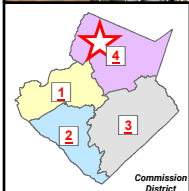
BANK OF AMERICA, NATIONAL ASSOCIATION, S/B/M TO GWINNETT FEDERAL SAVINGS AND LOAN ASSOCIATION, A GEORGIA CORPORATION
PIN 7259 007

-  +/- 1176.58 SQ FT FEE SIMPLE RIGHT OF WAY
 -  +/- 2407.99 SQ FT PERMANENT CONSTRUCTION EASEMENT
 -  +/- 1775.00 SQ FT TEMPORARY DRIVEWAY EASEMENT
- PARCEL 17

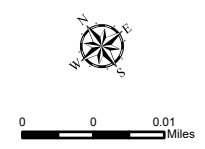


0 0 0.01
Miles

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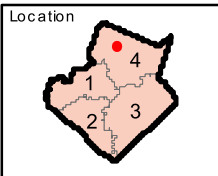
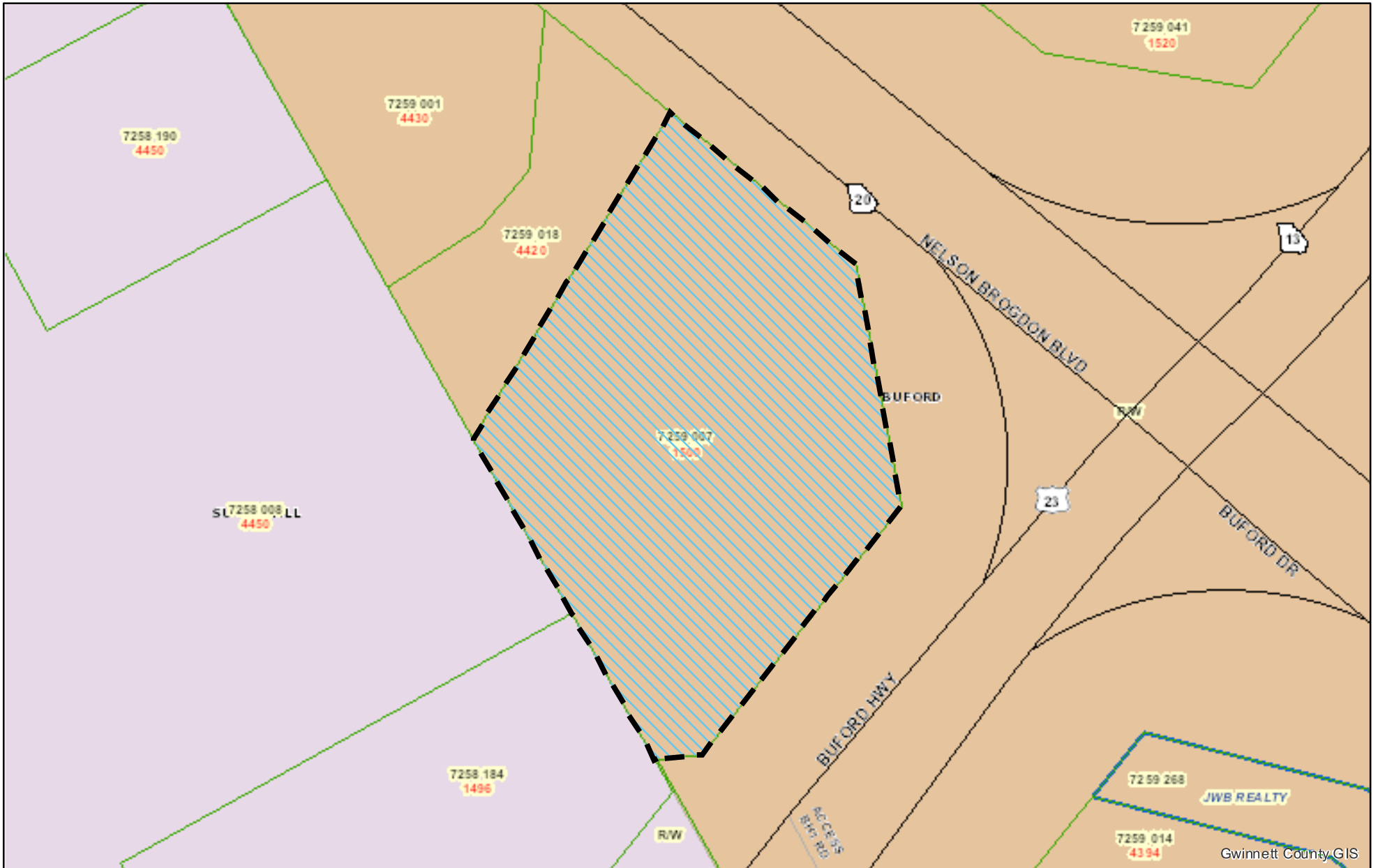


F-1264-01 STATE ROUTE 20 FROM COUNTY ROAD 1954/PEACHTREE INDUSTRIAL BOULEVARD TO STATE ROUTE 13
 BANK OF AMERICA, NATIONAL ASSOCIATION, S/B/M TO GWINNETT FEDERAL SAVINGS AND LOAN ASSOCIATION, A GEORGIA CORPORATION

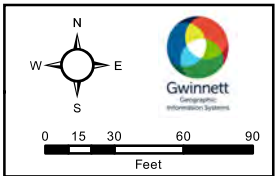


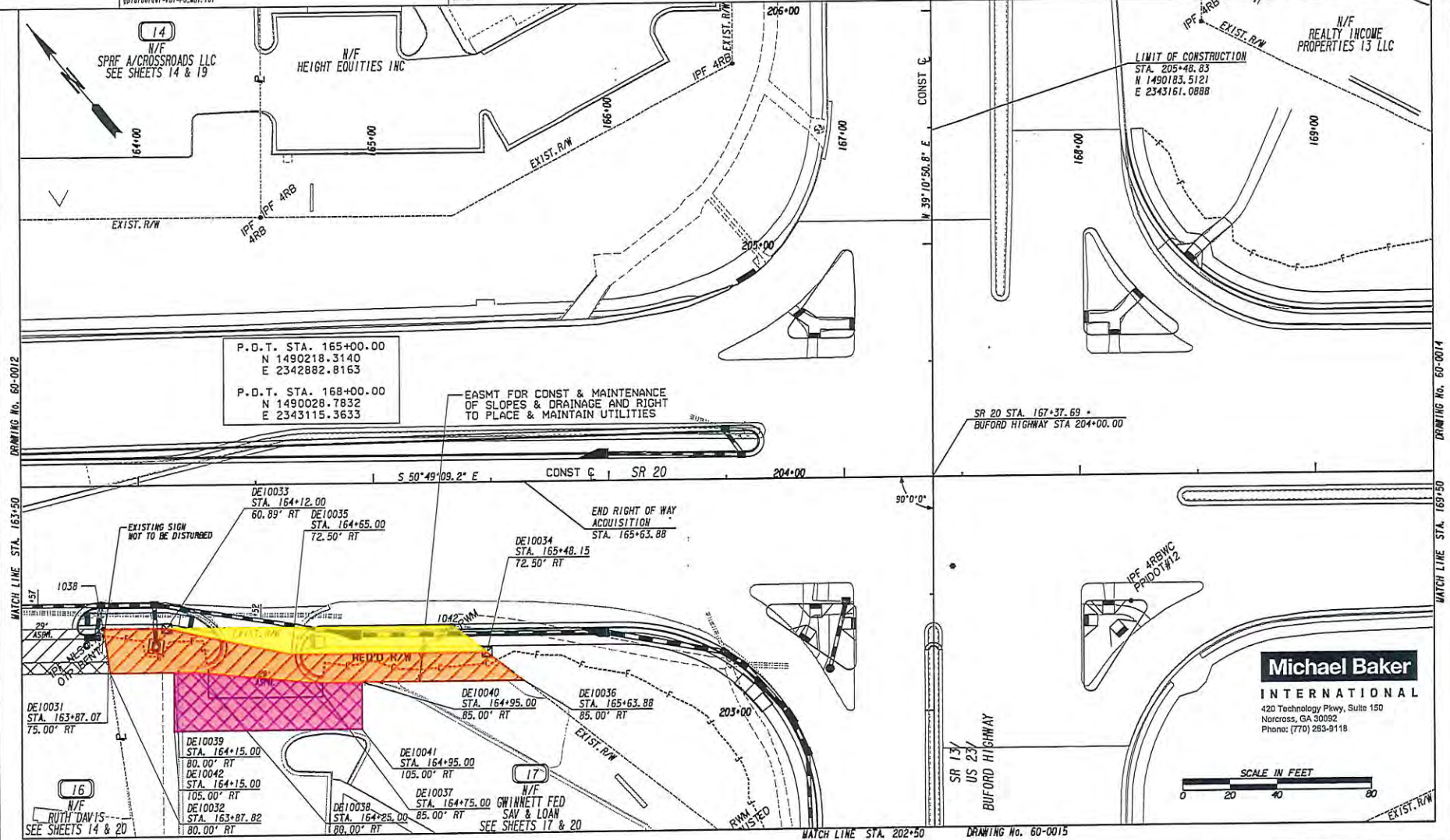
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GWINNETT COUNTY GIS MAP



Project Name: State Route 20 from County Road 1954/Peachtree Industrial Boulevard to State Route 13
GCID: 20230059
Commission District: 4





P.D.T. STA. 165+00.00
N 1490218.3140
E 2342882.8163

P.D.T. STA. 168+00.00
N 1490028.7832
E 2343115.3633

EASMT FOR CONST & MAINTENANCE
OF SLOPES & DRAINAGE AND RIGHT
TO PLACE & MAINTAIN UTILITIES

SR 20 STA. 167+37.69 *
BUFORD HIGHWAY STA 204+00.00

Michael Baker
INTERNATIONAL
420 Technology Pkwy, Suite 150
Norcross, GA 30092
Phone: (770) 283-9118



PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR
& MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES

BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
EXISTING LIMIT OF ACCESS
REQ'D LIMIT OF ACCESS
EXISTING LIMIT OF ACCESS & R/W
REQ'D LIMIT OF ACCESS & R/W
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA

DATE	REVISIONS	DATE	REVISIONS

PRELIMINARY

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY PLAN

PROJECT NO: 0015439
COUNTY: GWINNETT
LAND LOT NO: 259
LAND DISTRICT: 7
GND 550
DATE 05/18/20 SH 15 OF 20

DRAWING No.
60-0013

5/18/2020
Ramon_Deckardt

DPL01-Y8
0018/00001-101-PO_W01_101

0015439_60-0015.dgn
GMP/LP

GDOT P.L. No.
0015439

N/F HALPERN PROPERTIES LLC

N/F HALPERN PROPERTIES LLC

17
N/F GWINNETT FED SAV & LOAN
SEE SHEETS 19 & 20



EXIST. R/W

EXIST. R/W

EXIST. R/W

LL238
LL259

200+00

202+00

IPF 478B

IPF 528B

IPF 478B

IPF 528B

N 39°10'50.8" E, CONST C

SR 13/
US 23/
BUFORD HIGHWAY

SR 13
LIMIT OF CONSTRUCTION
STA. 200+76.52
N 1489817.3991
E 2342862.6989

P.D.T. STA. 201+00.00
N 1489835.6008
E 2342877.5337

P.D.T. STA. 202+00.00
N 1489913.1165
E 2342940.7106

APPROXIMATE LOCATION
LAND LOT LINE

APPROXIMATE LOCATION
CITY LIMIT LINE

CITY OF SUGAR HILL
CITY OF BUFORD

N/F BUFORD 20/23 LLC

N/F PREMIER BANK

N/F BUFORD 20/23 LLC

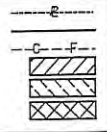
Michael Baker

INTERNATIONAL

420 Technology Pkwy, Suite 150
Norcross, GA 30092
Phone: (770) 283-9118



PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR
& MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES



BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
EXISTING LIMIT OF ACCESS
REQ'D LIMIT OF ACCESS
EXISTING LIMIT OF ACCESS & R/W
REQ'D LIMIT OF ACCESS & R/W
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA

DATE	REVISIONS	DATE	REVISIONS

PRELIMINARY

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY PLAN

PROJECT NO: 0015439
COUNTY: GWINNETT
LAND LOT NO: 258, 259
LAND DISTRICT: 7
LWD 530
DATE 05/18/20 SH 17 OF 20

DRAWING NO.
60-0015

DRAWING NO. 60-0013
MATCH LINE STA. 202+50

15
N/F
A J PETROLEUM INC

PARCEL 15 EASEMENT FOR CONSTRUCTION & MAINTENANCE OF SLOPES & DRAINAGE AND RIGHT TO PLACE & MAINTAIN UTILITIES

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
20048	61.74 R	161+46.91	SR 20
	137.86	S 51°11'38.9" E	
2937	60.83 R	162+04.77	SR 20
	16.74	S 6°59'40.8" W	
DE10028	75.00 R	162+03.69	SR 20
	151.75	N 50°49'09.2" W	
DE10027	75.00 R	161+41.94	SR 20
	14.16	N 59°43'51.2" E	
20048	61.74 R	161+46.91	SR 20
RECD EASMT	• 1966.73 SF		
RECD EASMT	• 0.046 ACRES		
TOTAL PARCEL SIZE • 0.67 ACRES			

PARCEL 15 EASEMENT FOR CONSTRUCTION OF DRIVE DE1015A

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE10027	75.00 R	161+41.94	SR 20
DE10028	75.00 R	162+03.69	SR 20
DE10030	80.00 R	162+06.83	SR 20
DE10029	80.00 R	161+40.07	SR 20
DE10027	75.00 R	161+41.94	SR 20
TOTAL EASEMENT FOR CONSTRUCTION OF DRIVE • 771.20 SF			
TOTAL EASEMENT FOR CONSTRUCTION OF DRIVE • 0.02 ACRES			

16
N/F
RUTH DAVIS

PARCEL 16 EASEMENT FOR CONSTRUCTION & MAINTENANCE OF SLOPES & DRAINAGE AND RIGHT TO PLACE & MAINTAIN UTILITIES

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
2937	60.83 R	162+04.77	SR 20
	100.19	S 50°40'32.2" E	
1038	60.84 R	163+04.96	SR 20
	14.31	S 30°42'28.6" W	
DE10031	75.00 R	163+07.17	SR 20
	33.38	N 50°49'09.2" W	
DE10028	75.00 R	162+03.69	SR 20
	16.74	N 6°59'40.8" E	
PNT	162+04.77		
RECD EASMT	• 1370.59 SF		
RECD EASMT	• 0.031 ACRES		
TOTAL PARCEL SIZE • 0.39 ACRES			

PARCEL 16 EASEMENT FOR CONSTRUCTION OF DRIVE DE1016A

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE10028	75.00 R	162+03.69	SR 20
DE10031	75.00 R	163+07.17	SR 20
DE10032	80.00 R	163+07.17	SR 20
DE10030	80.00 R	162+06.83	SR 20
DE10029	75.00 R	162+03.69	SR 20
TOTAL EASEMENT FOR CONSTRUCTION OF DRIVE • 450.91 SF			
TOTAL EASEMENT FOR CONSTRUCTION OF DRIVE • 0.01 ACRES			

17
N/F
GWINNETT FED SAV & LOAN

PARCEL 17 EASEMENT FOR CONSTRUCTION & MAINTENANCE OF SLOPES & DRAINAGE AND RIGHT TO PLACE & MAINTAIN UTILITIES

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE10033	60.89 R	164+12.00	SR 20
	124.78	S 50°43'36.1" E	
1042	61.04 R	165+13.78	SR 20
	18.35	S 12°20'57.7" E	
DE10034	72.50 R	165+48.15	SR 20
	83.15	N 50°49'09.2" W	
DE10035	72.50 R	164+05.00	SR 20
	34.26	N 30°21'35.9" W	
DE10033	60.89 R	164+12.00	SR 20
REMAINDER • 47.145 ACRES			

PARCEL 17 EASEMENT FOR CONSTRUCTION & MAINTENANCE OF SLOPES & DRAINAGE AND RIGHT TO PLACE & MAINTAIN UTILITIES

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
1038	60.84 R	163+04.96	SR 20
	27.04	S 50°43'36.1" E	
DE10033	60.89 R	164+12.00	SR 20
	84.26	S 38°21'35.9" E	
DE10035	72.50 R	164+05.00	SR 20
	83.15	S 50°49'09.2" W	
DE10034	72.50 R	165+48.15	SR 20
	20.09	S 12°20'57.7" E	
DE10036	85.00 R	165+63.08	SR 20
	88.89	N 50°49'09.2" W	
DE10037	85.00 R	165+63.08	SR 20
	90.25	N 45°06'31.1" W	
DE10038	80.00 R	164+25.00	SR 20
	37.19	N 50°49'09.2" W	
DE10032	80.00 R	163+07.17	SR 20
	18.37	N 30°42'28.6" E	
1039	60.87 R	163+04.96	SR 20
RECD EASMT	• 2402.79 SF		
RECD EASMT	• 0.065 ACRES		

PARCEL 17 EASEMENT FOR CONSTRUCTION OF DRIVE DE1017B

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE10039	80.00 R	164+15.00	SR 20
DE10038	80.00 R	164+25.00	SR 20
DE10037	85.00 R	164+15.00	SR 20
DE10040	85.00 R	164+95.00	SR 20
DE10041	105.00 R	164+95.00	SR 20
DE10042	105.00 R	164+15.00	SR 20
DE10039	80.00 R	164+15.00	SR 20
TOTAL EASEMENT FOR CONSTRUCTION OF DRIVE • 1775.00 SF			
TOTAL EASEMENT FOR CONSTRUCTION OF DRIVE • 0.04 ACRES			

18
N/F
H H FUEL CO INC AMERIGAS

PARCEL 18 EASEMENT FOR CONSTRUCTION & MAINTENANCE OF SLOPES & DRAINAGE AND RIGHT TO PLACE & MAINTAIN UTILITIES

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
30002	118.76 R	109+08.60	SR 20
	61.91	N 82°54'17.3" E	
20193	99.80 R	109+51.07	SR 20
	23.93	S 75°26'18.9" E	
30015	100.24 R	109+51.00	SR 20
	11.84	S 20°53'25.2" W	
DE10079	112.00 R	109+65.60	SR 20
	31.38	S 89°32'28.3" W	
DE10080	135.00 R	109+01.17	SR 20
	17.89	N 38°56'55.4" E	
30002	118.76 R	109+08.60	SR 20
RECD EASMT	• 1407.49 SF		
RECD EASMT	• 0.033 ACRES		
TOTAL PARCEL SIZE • 5.26 ACRES			

19
N/F
CITY OF SUGAR HILL

PARCEL 19 EASEMENT FOR CONSTRUCTION & MAINTENANCE OF SLOPES & DRAINAGE AND RIGHT TO PLACE & MAINTAIN UTILITIES

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
30015	100.24 R	109+51.00	SR 20
	25.03	S 75°26'18.9" E	
20005	100.44 R	110+16.00	SR 20
	13.11	N 14°19'11.1" E	
20892	87.33 R	110+16.00	SR 20
	55.01	S 67°19'29.4" E	
20893	97.12 R	110+41.16	SR 20
	1.82	S 16°02'07.3" W	
20008	100.54 R	110+41.01	SR 20
	18.70	S 77°06'05.3" E	
20890	100.54 R	110+96.72	SR 20
	110.71	N 81°49'20.1" E	
DE10079	112.00 R	109+65.60	SR 20
	11.84	S 20°53'25.2" E	
30015	100.24 R	109+51.00	SR 20
RECD EASMT	• 1165.81 SF		
RECD EASMT	• 0.027 ACRES		
TOTAL PARCEL SIZE • 0.26 ACRES			

Michael Baker

INTERNATIONAL

420 Technology Pkwy, Suite 150
Norcross, GA 30092
Phone: (770) 263-9118

PROPERTY AND EXISTING R/W LINE	----
REQUIRED R/W LINE	----
CONSTRUCTION LIMITS	----
EASEMENT FOR CONSTR	----
& MAINTENANCE OF SLOPES	----
EASEMENT FOR CONSTR OF SLOPES	----
EASEMENT FOR CONSTR OF DRIVES	----

BEGIN LIMIT OF ACCESS.....	BLA
END LIMIT OF ACCESS.....	ELA
EXISTING LIMIT OF ACCESS	----
REQ'D LIMIT OF ACCESS	----
EXISTING LIMIT OF ACCESS & R/W	----
REQ'D LIMIT OF ACCESS & R/W	----
ORANGE BARRIER FENCE	----
ESA - ENV. SENSITIVE AREA	----

DATE	REVISIONS	DATE	REVISIONS
06/01/2021	ADD PARCELS 18 & 19.		
10/15/2021	REVISED EASEMENT ON PARCEL 19.		

PRELIMINARY

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY TABLES

PROJECT NO.: 0015439
COUNTY: GWINNETT
LAND LOT NO.: 259
LAND DISTRICT: 7
GWD: 550
DATE: 09/18/20 SH 20 OF 20

DRAWING NO.
60-0018

APPENDIX "A" TO EXHIBIT "A"

GWINNETT COUNTY

BOARD OF COMMISSIONERS

LAWRENCEVILLE, GEORGIA

RESOLUTION ENTITLED: Declaration of Taking for a Condemnation Proceeding

ADOPTION DATE: JANUARY 17, 2023

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, Declaration of Taking for a Condemnation Proceeding, as set forth below, is hereby adopted:

WHEREAS, the Gwinnett County Department of Transportation has laid out and determined to construct State Route 20 from CR 1954/Peachtree Industrial Boulevard to State Route 13 as part of the Gwinnett County Road System of the State of Georgia, known and designated as Project F-1264-01, and being more fully shown on a map and drawing on file in the office of the Gwinnett County Department of Transportation, 75 Langley Drive, Lawrenceville, Georgia; and

WHEREAS, in order to maintain the projected schedule of road construction of Gwinnett County, it is necessary that the property, the right of way, and other rights, if any, for the construction of said project be acquired without delay; and

WHEREAS, the parcel to be acquired, the right of way and other rights as herein described and as listed below, shown of record as owned by the persons named herein, all as described in the annexes to this order hereinafter enumerated, all of said annexes, being by reference made a part of this order, are essential for the construction of said project.

Parcel Number: 17

GCID: 2023-0059

1,176.58 square feet of fee simple right of way
2,407.99 square feet of permanent construction easement
1,775.00 square feet of 60-month temporary driveway easement

Owner: Bank of America, National Association, s/b/m to Gwinnett Federal Savings and Loan Association, a Georgia Corporation

NOW, THEREFORE, BE IT RESOLVED by the Gwinnett County Board of Commissioners, that the circumstances are such that it is necessary that the right of way, easements and access rights, if any as described in annexes to this order be acquired by condemnation under the provisions of the Official Code of Georgia Annotated, Sections 32-3-4 through 32-3-19; and

IT IS ORDERED that Gwinnett County proceed to acquire the title, estate, or interest in the lands hereinafter described in annexes to this order by condemnation under the provisions of said Code, and the Attorney for Gwinnett County is authorized and directed to file condemnation proceedings, including a Declaration of Taking, to acquire said title, estate, or interest in said lands and to deposit in the Court the sum estimated as just compensation, all in accordance with the provisions of said Code.

This 17th day of January, 2023.

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 #:
20230043	

Grants Public Hearing

Department:	Police Services	Date Submitted:	12/16/2022
Working Session:	01/17/2023	Business Session:	01/17/2023
Submitted By:	lcthomas	Multiple Depts?	
Agenda Type	Approval/authorization		
Item of Business:	Locked by Purchasing		No

to accept a donation of \$2,600.00 from the Gwinnett County Police Foundation on behalf of the Ordner Construction Foundation. This donation will be used to purchase a new Performance Rowing Machine and a Pitboss Grill Combination for the Gwinnett County Police Department's Central Precinct.

Attachments	Justification Letter, Justification Support
-------------	---

Authorization: Chairwoman's Signature?	No
--	----

Staff Recommendation	
BAC Action:	
Department Head	jdmclure (1/5/2023)
Attorney	ebtaylor (1/9/2023)

Agenda Purpose Only

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
	N/A	*	N/A	mbwoods (1/6/2023)

Finance Comments	*No budget impact.	FinDir's Initials
		bjalexzulian (1/6/2023)


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: J.D. McClure 
Chief of Police

FROM: Joyce Martin 
Section Manager

SUBJECT: Ordner Construction Foundation

DATE: January 5, 2023

ITEM OF BUSINESS

Approval to accept a donation of \$2,600.00 from Gwinnett County Police Foundation on behalf of the Ordner Construction Foundation. This donation will be used to purchase a new Performance Rowing Machine and a Pitboss Grill Combination for the Gwinnett County Police Department's Central Precinct.

BACKGROUND AND DISCUSSION

On November 18, 2022, the Gwinnett County Police Foundation was presented with a \$2,600.00 donation from the Ordner Construction Foundation for the purpose of purchasing a Performance Rowing Machine and a Pitboss grill combination for the Police Central Precinct. The Gwinnett County Police Foundation voted to approve the donation to the Gwinnett County Police Department for the purchase on its behalf.

Should you have any questions or need additional information, please contact LaQuina Thomas, MBA, Program Analyst I, at 770-513-5059.



Gwinnett County Police Foundation

P.O. Box 491026
Lawrenceville, GA 30049
www.gwinnettpolicefoundation.org

November 18, 2022

Gwinnett County Police Department,

Ordner Construction is a privately held general construction firm that has been in business since 1987. It has held a strong presence in the Gwinnett community for many years. They are supporters of the community and many other community events, non-profits, and charities. Mr. David Ordner and his company are supporters of Public Safety and has donated to numerous non-profits to ensure those in Public Safety know that the business community supports the job they do. He takes the time to become involved with making our community better by donating his time and resources to support charitable organizations that impact the local community.

Ordner Construction Foundation made a monetary donation to the Gwinnett County Police Foundation (GCPF) and asked that the donation be for the sole purpose of purchasing several items for the Central Precinct. The Gwinnett County Police Foundation Board accepted this generous donation and are requesting the following items be approved for donation to the Gwinnett County Police Department Central Precinct: A Concept 2 Performance Rowing Machine-Gym Equipment (\$1600.00) and a Pitboss Grill Combo (\$1000.00)

The combined donation is \$2600.00.

If approved the Gwinnett County Police Foundation will purchase the items and deliver them to the Gwinnett County Police Department Central Precinct. Please let me know if you have any questions.

The Gwinnett County Police Foundation, Inc. is a 501(c) (3) organization in accordance with the standards and regulations of the Internal Revenue Service (IRS).

Sincerely,

Christopher A. Smith
Executive Director
(678) 858-4997

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20230035			
Department:	Transportation	Date Submitted:	12/15/2022
Working Session:	01/17/2023	Business Session:	01/17/2023
Submitted By:	Purchasing- Katie Maldonado – LG	Public Hearing:	
Agenda Type	Award	Multiple Depts?	No
Item of Business:	Locked by Purchasing <input type="checkbox"/> No		
BL117-22, purchase and installation of guardrail and fencing on an annual contract (February 16, 2023 through February 15, 2024), to Martin-Robbins Fence Company, base bid \$330,000.00.			
Attachments	Summary Sheet, Justification Letter, Tabulation		
Authorization: Chairwoman's Signature?	<input type="checkbox"/> No		
Staff Recommendation	Award		
BAC Action:			
Department Head	tasever (12/29/2022)		
Attorney	tllettsome (1/9/2023)		
Agenda Purpose Only			

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	General	*	\$330,000	mbwoods (1/6/2023)
Finance Comments	*The current balance in Road Services is checked as items are purchased and services are provided. The requested allocation is an estimate based on the recommended base bid. For FY2023, \$302,500 is available and for FY2024, \$27,500 is subject to budget approval.			FinDir's Initials bjalexzulian (1/5/2023)

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 – BL117-22
Purchase and Installation of Guardrail and Fencing on an Annual Contract

PURPOSE:	Provide, install, and repair guardrail, fencing and handrail along County roads as required for citizen safety.
LOCATION:	Various locations throughout Gwinnett County
AMOUNT TO BE SPENT:	\$330,000.00
PREVIOUS CONTRACT AWARD AMOUNT:	\$220,000.00
AMOUNT SPENT PREVIOUS CONTRACT:	\$300,000.00
INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):	20% increase
NUMBER OF BIDS/PROPOSALS DISTRIBUTED:	363 90 website viewings
NUMBER OF RESPONSES:	3
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:	February 16, 2023 through February 15, 2024

COMMENTS:



MEMORANDUM

TO: Lindsey Gravitt, Purchasing Associate II
Purchasing Division, DOFS

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

FROM: Britton Lockhart, Division Director *BL*
Department of Transportation

SUBJECT: **Recommendation to Award BL117-22
Purchase and Installation of Guardrail and Fencing on an Annual Contract**

DATE: November 23, 2022

REQUESTED ACTION

The Department of Transportation recommends award of the above referenced procurement to Martin-Robbins Fence Company, in the amount of \$330,000.00.

DESCRIPTION

This annual contract will be used for the purchase and installation of guardrail, fencing, and handrail along County roads at identified locations. This contract allows for three (3) yearly options to renew.

References checked? Yes No

FINANCIAL

1. Estimated amount to be spent: \$330,000.00
2. Projected 12-month amount spent previous contract period: \$300,000.00
3. Do total obligations agree with "Action Requested"? Yes No
4. Budgeted: Yes No
5. Contact name: Abraham Chung Contact phone: 770-822-6915

6. Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount	% of Award Amount
2023	001	109002	17020001	50404250		\$302,500.00	91.7%
2024	001	109002	17020001	50404250		\$27,500.00	8.3%
					Total	\$330,000.00	100.0%

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
20230058			
Department:	Transportation	Date Submitted:	12/21/2022
Working Session:	01/17/2023	Business Session:	01/17/2023
Submitted By:	Purchasing – Katie Maldonado – LG	Public Hearing:	
Agenda Type	Award	Multiple Depts?	No
Item of Business:	Locked by Purchasing <input type="checkbox"/> No		
BL127-22, James Road and US-29/SR-8/Lawrenceville Highway pedestrian improvement project, to Construction 57, Inc., amount not to exceed \$1,047,467.75. Contract to follow award. Subject to approval as to form by the Law Department. This contract is funded by various SPLOST Programs.			
Attachments	Summary Sheet, Justification Letter, Tabulation, Justification Support		
Authorization: Chairwoman's Signature?	<input type="checkbox"/> Yes		
Staff Recommendation	Award		
BAC Action:			
Department Head	lcooksey (1/5/2023)		
Attorney	tllettsome (1/10/2023)		
Agenda Purpose Only			

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	2014 SPLOST	\$1,900*	\$1,900	mbwoods (1/10/2023)
Yes	2017 SPLOST	\$1,537,746*	\$1,045,568	
Finance Comments	*Amount available in US29/SR8 Lawrenceville Hwy/James Road Sidewalk project.			FinDir's Initials bjalexzulian (1/10/2023)

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 – BL127-22**James Road and US-29/SR-8/Lawrenceville Highway Pedestrian Improvement Project**

PURPOSE:	This contract is for the installation of sidewalks along the west side of James Road from US-29/SR-8/Lawrenceville Highway to Paces Landing Drive and along the north side of US-29/SR-8/Lawrenceville Highway from Sunnyside Drive to Bethesda School Road. This project also includes the installation of curb and gutter and associated drainage improvements.
LOCATION:	District 2/Ku
AMOUNT TO BE SPENT:	\$1,047,467.75
PREVIOUS CONTRACT AWARD AMOUNT:	N/A
AMOUNT SPENT PREVIOUS CONTRACT:	N/A
INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):	N/A
NUMBER OF BIDS/PROPOSALS DISTRIBUTED:	720 10 plan holders 158 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:	210 consecutive calendar days from issuance of Notice to Proceed

COMMENTS:



MEMORANDUM

TO: Lindsey Gravitt, Purchasing Associate II Purchasing Division, DOFS

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

FROM: Andrew Thompson, P.E., Deputy Director Department of Transportation [Signature]

SUBJECT: Recommendation for Award of BL127-22 James Road (US29/SR8/Lawrenceville Hwy to Paces Landing Dr) US29 (Sunnyside Dr to Bethesda School Rd) F-1293-01

District 2/ Ku

DATE: December 16, 2022

REQUESTED ACTION

The Department of Transportation recommends award of the above referenced contract with Construction 57, Inc. in the amount of \$1,047,467.75.

DESCRIPTION

This contract is for the installation of sidewalks along the west side of James Road from US 29/ SR 8 /Lawrenceville Highway to Paces Landing Drive and along the north side of US 29/SR 8/Lawrenceville Highway from Sunnyside Drive to Bethesda School Road. This project also includes the installation of curb and gutter and associated drainage improvements. Six bids were received at this bid opening. This contract is funded by the 2014 and 2017 SPLOST Programs.

References checked? [X] Yes [] No

FINANCIAL

- 1. Estimated amount to be spent: \$1,047,467.75
2. Do total obligations agree with "Action Requested"? Yes [X] No []
3. Budgeted: Yes [X] No []
4. Contact name: Charmaine Alexander Contact phone: 770.822.7139

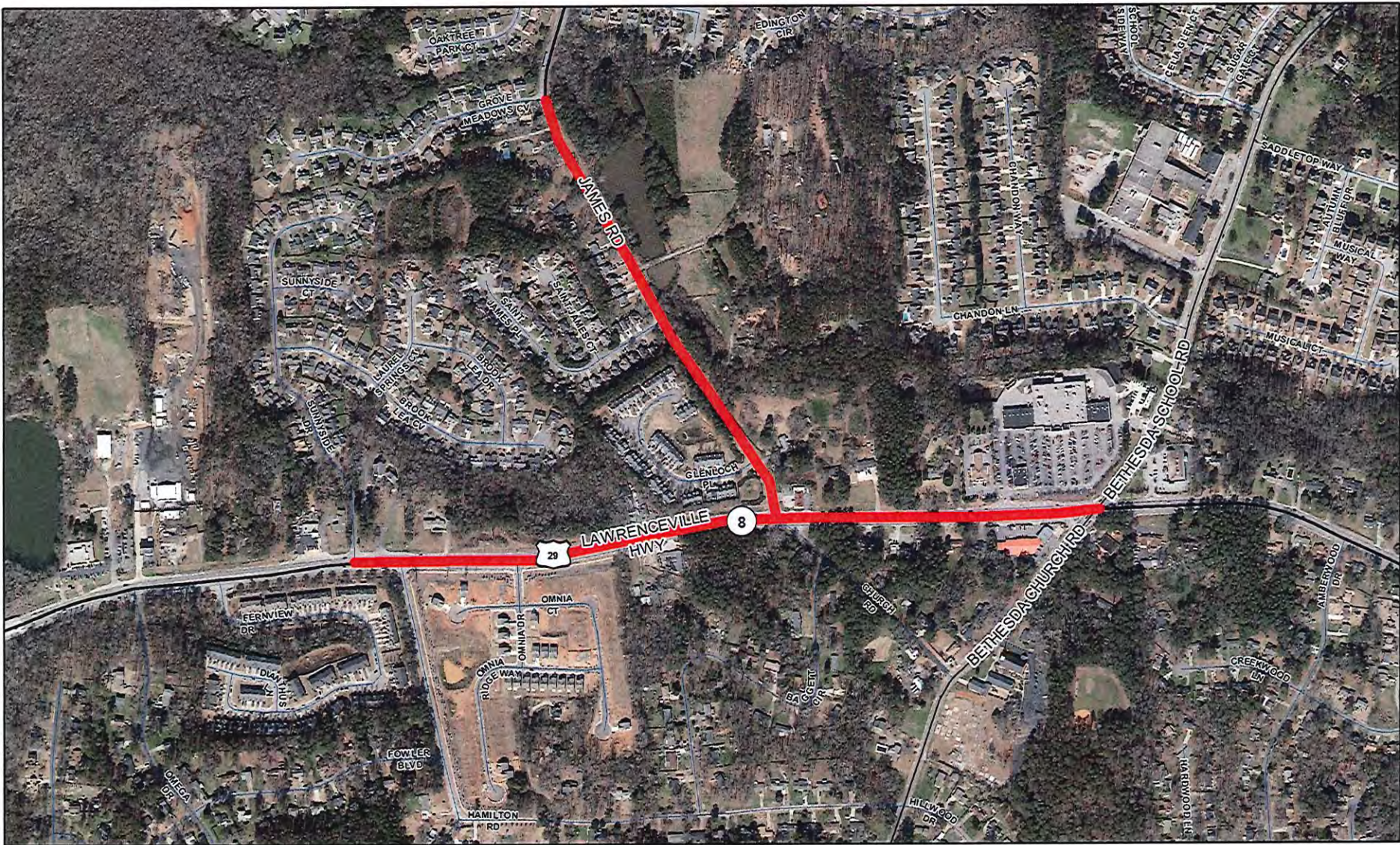
5. Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount	% of Award Amount
2023	319	209000		50802000	F-1293-01-5-01	\$1,900.00	0.2%
2023	320	209000		50802000	F-1293-01-3-03	\$1,045,567.75	99.8%
Total						\$1,047,467.75	100%

Transfer Required: Yes No

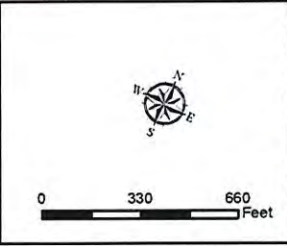
If Yes, transfer from:						
Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount

US 29/SR8 (FROM SUNNYSIDE DRIVE TO BETHESDA SCHOOL ROAD AND FROM US29/SR8 TO PACES LANDING DRIVE)(F-1293-01)



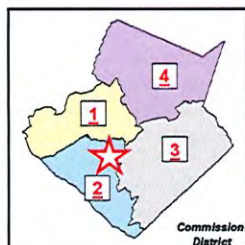
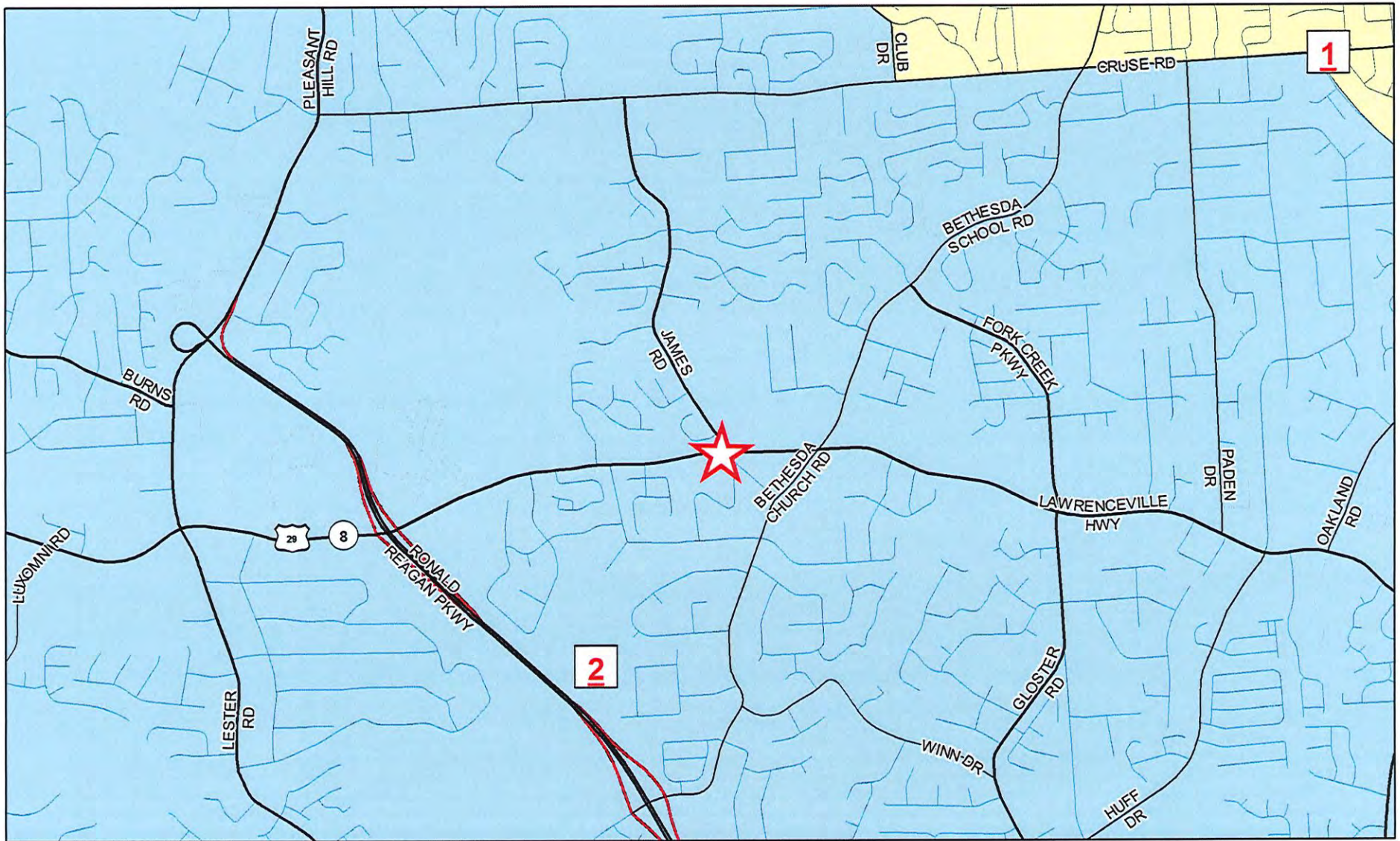
PROJECT DESCRIPTION SUMMARY:

This project consists of the installation of sidewalks along the west side of James Road from US 29/SR 8/Lawrenceville Highway to Paces Landing Drive. It also includes the installation sidewalks along the north side of US 29/SR 8/Lawrenceville Highway from Sunnyside Drive to Bethesda School Road. This project also includes the installation of curb and gutter and associated drainage improvements. This project is funded by the SPLOST Program.



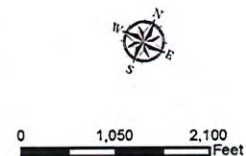
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US 29/SR8 (FROM SUNNYSIDE DRIVE TO BETHESDA SCHOOL ROAD AND FROM US29/SR8 TO PACES LANDING DRIVE)(F-1293-01)



PROJECT DESCRIPTION SUMMARY:

This project consists of the installation of sidewalks along the west side of James Road from US 29/SR 8/Lawrenceville Highway to Paces Landing Drive. It also includes the installation sidewalks along the north side of US 29/SR 8/Lawrenceville Highway from Sunnyside Drive to Bethesda School Road. This project also includes the installation of curb and gutter and associated drainage improvements. This project is funded by the SPLOST Program.



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Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20230048			
Department:	Transportation	Date Submitted:	12/20/2022
Working Session:	01/17/2023	Business Session:	01/17/2023
Submitted By:	aschung	Public Hearing:	
Agenda Type	Approval	Multiple Depts?	
Item of Business:	Locked by Purchasing <input type="checkbox"/> No		
<p>for a determination by the Board of Commissioners that special conditions exist within the area of Hightower Trail, as to the health, safety and welfare of the persons or properties within said area, that may justify the creation of a Special Assessment District to provide speed humps. Approval for direction to the Department of Transportation to prepare a recommendation and proceed with a public hearing for the incorporation of Hightower Trail into the Gwinnett County Speed Hump Program. Subject to approval as to form by the Law Department.</p>			
Attachments	Justification letter, Resolution, Plan Layout		
Authorization: Chairwoman's Signature?	<input type="checkbox"/> Yes		
Staff Recommendation	Approval		
BAC Action:			
Department Head	lcooksey (1/10/2023)		
Attorney	tllettsome (1/9/2023)		
Agenda Purpose Only			

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
	N/A	*	N/A	mbwoods (1/10/2023)
Finance Comments	*No budget impact.			FinDir's Initials
				bjalexzulian (1/10/2023)

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"/>	



MEMORANDUM

TO: Chairwoman
District Commissioners

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

SUBJECT: Special Assessment District for Hightower Trail
District 2/Ku

DATE: December 9, 2022

ITEM OF BUSINESS

Approval for a determination by the Board of Commissioners that special conditions exist within the area of Hightower Trail, as to the health, safety and welfare of the persons or properties within said area, that may justify the creation of a Special Assessment District to provide speed humps. Approval for direction to the Department of Transportation to prepare a recommendation and proceed with a public hearing for the incorporation of Hightower Trail into the Gwinnett County Speed Hump Program.

BACKGROUND AND DISCUSSION





In early 2022, the Department of Transportation received a request for the incorporation of Hightower Trail into the Speed Hump Program. A speed study was conducted and speeding was documented. A speed hump petition package was provided to the requestor, but the required number of supporting signatures could not be obtained due to a number of factors. At this time, the Department seeks direction to begin preparation for a public hearing for the incorporation of Hightower Trail into the Gwinnett County Speed Hump Program in accordance with the provisions of Chapter 86 of the Code of Ordinances of Gwinnett County.

Hightower Trail is located within Commission District 2/Ku.

Thank you for your consideration in this matter. Should you have any questions, please feel free to contact me at 770.822.7428.

**Hightower/Norris Lake Shores
Hightower Trail
Speed Hump Proposal**

Legend

-  **Petition Area (40)**
-  **Non Voting Area (8)**
-  **Speed Hump (4)**
-  **Steep Slope**



Gwinnett
Transportation

**Gwinnett County
Department of Transportation
Traffic Engineering Division
December 2022**



Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20230019			
Department:	Transportation	Date Submitted:	12/13/2022
Working Session:	01/17/2023	Business Session:	01/17/2023
Submitted By:	cnauth	Public Hearing:	
Agenda Type	Approval/authorization	Multiple Depts?	
Item of Business:	Locked by Purchasing <input type="checkbox"/> No		
<p>for the Chairwoman to execute an agreement between Gwinnett County and the Gwinnett Place Community Improvement District (CID) that outlines financial commitments and the management structure related to a proposed traffic and mobility study of the Gwinnett Place area. This study is estimated to cost \$75,000.00, with the County contributing a maximum of \$37,500.00. The County contribution is funded by the 2017 SPLOST Program. Subject to approval as to form by the Law Department.</p>			
Attachments	Justification letter, Agreement, FS		
Authorization: Chairwoman's Signature?	<input type="checkbox"/> Yes		
Staff Recommendation	Approval		
BAC Action:			
Department Head	lcooksey (12/20/2022)		
Attorney	tllettsome (1/9/2023)		
Agenda Purpose Only			

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	2017 SPLOST	\$100,505*	\$37,500	mbwoods (1/6/2023)
Finance Comments	*Amount available in SPLOST Trans Planning project.			FinDir's Initials
				bjalexzulian (1/5/2023)

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"/>	
		Vote



MEMORANDUM

TO: Chairwoman
District Commissioners

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

SUBJECT: Agreement between Gwinnett County and the Gwinnett Place Community Improvement District regarding the Gwinnett Place Area Traffic and Mobility Study. District 1/Carden

DATE: December 13, 2022

ITEM OF BUSINESS

Approval/authorization for the Chairwoman to execute an agreement between Gwinnett County and the Gwinnett Place Community Improvement District (CID) that outlines financial commitments and the management structure related to a proposed traffic and mobility study of the Gwinnett Place area. This study is estimated to cost \$75,000.00, with the County contributing a maximum of \$37,500.00. The County contribution is funded by the 2017 SPLOST Program. Subject to approval as to form by the Law Department.

BACKGROUND AND DISCUSSION

The scope of work will address accessibility along major corridors in the area by proposing strategies to improve the livability and economic vitality of the area, preparing a mobility study that analyzes proposed multi-modal improvements, and establishing an implementation strategy by identifying specific projects and policies to help transform the Gwinnett Place Area into a vibrant multi-modal area.

The estimated total cost of the study is \$75,000.00. The County will contribute a maximum of \$37,500.00 toward the total project costs, funded by the 2017 SPLOST Program.

The project lies within Commission District 1/Carden.

Thank you for your consideration in this matter. Should you have any questions, please feel free to contact me at 770.822.7428.

AGREEMENT
BETWEEN
GWINNETT COUNTY
AND THE
GWINNETT PLACE COMMUNITY IMPROVEMENT DISTRICT
REGARDING
GWINNETT PLACE AREA
TRAFFIC AND MOBILITY STUDY

This Agreement (hereinafter referred to as the "Agreement") is made by and between the Gwinnett Place Community Improvement District, a self-taxing district authorized by the Gwinnett County Board of Commissioners and headquartered at 3700 Crestwood Parkway, Suite 680, Duluth, Georgia 30096 (hereinafter referred to as "CID") and Gwinnett County, Georgia, a political subdivision of the State of Georgia headquartered at 75 Langley Drive, Lawrenceville, Georgia 30046, (hereinafter referred to as "County") each of whom has been duly authorized to enter into this Agreement. (CID and County herein sometimes individually referred to as "Party" and collectively as "Parties")

WITNESSETH

WHEREAS, the Parties to this Agreement are located within Gwinnett County and the State of Georgia and are duly authorized by law to enter into this Agreement; and

WHEREAS, both Parties believe that it would be in the interest of the health, safety and welfare of the citizens of Gwinnett County and the taxpayers of the CID to allocate resources and efforts to undertake a transportation study within the areas including the Gwinnett Place CID (hereinafter referred to as the "Area"); and

WHEREAS, the Parties to this Agreement have certain funds allocated for use in connection with the Gwinnett Place Area Traffic and Mobility Study (hereinafter referred to as "STUDY");

NOW, THEREFORE, in consideration of the mutual promises, covenants and undertakings set forth herein and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties hereto do consent and agree as follows:

1. The STUDY scope of work will address accessibility along major corridors in the Area, propose strategies to improve the livability and economic vitality of the Area, prepare a mobility study that analyzes proposed multi-modal improvements, and establish an implementation strategy and identify specific projects and policies to help transform the Gwinnett Place Area into a vibrant multi-modal area.
2. STUDY Cost:
 - a. The total STUDY cost is estimated to be \$75,000.

- b. The County will contribute a maximum of \$37,500 toward the total STUDY cost. The County's contribution to the STUDY will be limited to payment for professional services necessary to perform the STUDY. The source of the County funds will be the 2017 Special Purpose Local Options Sales Tax.
 - c. The CID agrees that it will be responsible for the remaining amount of the estimated and final STUDY cost.
3. CID Responsibilities:
 - a. The CID shall be responsible for developing the final project scope and will request proposals from a qualified consultant to perform the STUDY.
 - b. The CID will contract and manage the STUDY.
 - c. The CID shall submit an invoice (s) for the County's contribution to the Director of the Gwinnett County Department of Transportation or his designee to be processed for reimbursement.
4. County Responsibilities:
 - a. The County's payment to the CID shall be in the form of a reimbursement.
 - b. Upon receipt of an invoice from the CID for qualified STUDY expenses, the County shall pay the approved qualified expenses within thirty (30) days.
 - c. The County's total contribution shall not exceed the amount shown on Part 2.b of this Agreement.
5. All notices pursuant to this Agreement shall be served as follows: As to the County, Chairwoman, Gwinnett County Board of Commissioners, 75 Langley Drive, Lawrenceville, Georgia 30046. As to the CID, Executive Director, Gwinnett Place Community Improvement District, 3700 Crestwood Parkway, Suite 680, Duluth, Georgia 30096.
6. This Agreement constitutes the entire agreement between the Parties hereto as to all matters contained herein. No other writings or oral agreements or conversations shall affect or modify any of the terms or obligations herein contained. 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, and no provisions contained within this Agreement are intended to nor shall they in any way be construed to relieve any contractor performing services of any liability or to complete the work in a good, substantial and workmanlike manner. No provision in this Agreement is intended to nor shall it be construed to in any way waive immunities or protections provided to either the County or to the CID by the Constitution and laws of the State of Georgia.

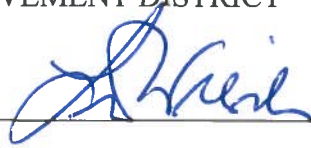
IN WITNESS WHEREOF, the Parties hereto acting through their duly authorized agents have caused this Agreement to be signed and delivered on the date set forth below.

This ___ day of _____, 20__.

GWINNETT COUNTY, GEORGIA

GWINNETT PLACE COMMUNITY
IMPROVEMENT DISTRICT

By: _____
Nicole L. Hendrickson

By:  _____

Title: CHAIRWOMAN

Title: Chairman

ATTEST:

ATTEST:

By: _____

By:  _____

Title: County Clerk/Deputy County Clerk (SEAL)

Title: Executive Director

APPROVED AS TO FORM:

Senior Assistant County Attorney

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:
20230026	

Grants Public Hearing

Department:	Transportation	Date Submitted:	12/14/2022
Working Session:	01/17/2023	Business Session:	01/17/2023
Submitted By:	cralexander	Multiple Depts?	No
Agenda Type	Approval/authorization		
Item of Business:	Locked by Purchasing		No

for the Chairwoman to execute an Intergovernmental Agreement for preliminary engineering with the Gateway 85 Gwinnett Community Improvement District (CID) for the I-85 at SR 378 / Beaver Ruin Road Interchange project. The estimated cost of the preliminary engineering phase of this project is \$336,890.00. The estimated cost of the construction phase is \$1,463,110.00. Gateway 85 CID will reimburse the County for up to \$150,000.00 for costs incurred during preliminary engineering and \$600,000.00 for costs incurred to complete the construction phase via the State Road and Tollway Authority (SRTA) Georgia Transportation Infrastructure Bank (GTIB) Grant Program. Approval/authorization for the Chairwoman or designee to sign any and all related documents. Subject to approval as to form by the Law Department.

Attachments	Justification Memo and Contract
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Authorization:	Chairwoman's Signature?	Yes
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Staff Recommendation	
BAC Action:	
Department Head	lcooksey (1/11/2023)
Attorney	tllettsome (1/12/2023)

Agenda Purpose Only

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
No	2017 SPLOST	\$12,317,517*	\$1,800,000	mbwoods (1/11/2023)

Finance Comments	*Amount available in the Planning Efforts/Major Cross/I85/SR316 project. Upon approval, adjust revenues and appropriations budget to incorporate contribution from the Gateway 85 CID.	FinDir's Initials
		bjalexzulia (1/11/2023)


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

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

SUBJECT: Intergovernmental Agreement between Gateway85 Gwinnett Community Improvement District and Gwinnett County
I85 at SR 378 / Beaver Ruin Road Interchange
Gwinnett County District 1

DATE: November 30, 2022

ITEM OF BUSINESS

Approval/authorization for the Chairwoman to execute an Intergovernmental Agreement for preliminary engineering with the Gateway 85 Gwinnett Community Improvement District (CID) for the I-85 at SR 378 / Beaver Ruin Road Interchange project. The estimated cost of the preliminary engineering phase of this project is \$336,890.00. The estimated cost of the construction phase is \$1,463,110.00. Gateway 85 CID will reimburse the County for up to \$150,000.00 for costs incurred during preliminary engineering and \$600,000.00 for costs incurred to complete the construction phase via the State Road and Tollway Authority (SRTA) Georgia Transportation Infrastructure Bank (GTIB) Grant Program. Approval/authorization for the Chairwoman or designee to sign any and all related documents. Subject to approval as to form by the Law Department.

BACKGROUND AND DISCUSSION

The Intergovernmental Agreement outlines State procedure and SRTA's GTIB grantee requirements associated with the engineering and construction phases of the project. This project consists of the interchange improvement and modification of I-85 at SR 378 / Beaver Ruin Road. Gateway 85 CID will contribute \$150,000.00 for engineering and \$600,000.00 for construction in SRTA's GTIB funding.

The County's participating funds are funded by the 2017 Special Purpose Local Option Sales Tax (SPLOST) program. This project is located within Commission District 1/Carden.

Thank you for your consideration in this matter. Should you have any questions, please feel free to contact me at 770-822-7428.

AGREEMENT BETWEEN GWINNETT COUNTY AND
THE GATEWAY85 GWINNETT COMMUNITY IMPROVEMENT DISTRICT
REGARDING A GEORGIA TRANSPORTATION INFRASTRUCTURE BANK GRANT
FOR THE I-85 AT SR 378 / BEAVER RUIN ROAD INTERCHANGE PROJECT

This Agreement ("Agreement") is made by and between the Gateway85 Gwinnett Community Improvement District, a self-taxing district authorized by the Gwinnett County Board of Commissioners and headquartered at 6305 Crescent Drive, Norcross, Georgia 30071 (hereinafter referred to as "GATEWAY85 CID"), and Gwinnett County, Georgia, a political subdivision of the State of Georgia, headquartered at 75 Langley Drive, Lawrenceville, Georgia 30046, ("COUNTY"), each of whom has been duly authorized to enter into this Agreement.

WITNESSETH

WHEREAS the Parties to this Agreement are located within Gwinnett County and the State of Georgia and are duly authorized by law to enter into this Agreement; and

WHEREAS, both parties believe that it would be in the interest of the health, safety, and welfare of the citizens of Gwinnett County to allocate resources and efforts to make improvements to the interstate highway interchange at SR 378 / Beaver Ruin Road and the surrounding area ("PROJECT").

NOW, THEREFORE, in consideration of the mutual promises, covenants, and undertakings set forth herein and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto do consent and agree that:

1. The COUNTY and the GATEWAY85 CID will jointly fund PROJECT improvements at and near the I-85 and SR 378 / Beaver Ruin Road interchange. The project will consist of operations and safety improvements along the SR 378 Beaver Ruin corridor. Including the intersection of Shackelford Road and Park Drive.
2. The source of the GATEWAY85 CID's financial contribution shall be grant funds awarded to the GATEWAY85 CID by the State Road and Tollway Authority ("SRTA") as memorialized in a Georgia Transportation Infrastructure Bank ("GTIB") Agreement for Grant Program ("GTIB Agreement") dated June 10, 2022.
3. The sole purpose of this Agreement is to outline the accounting and processing payment of the PROJECT'S eligible expenses with the GTIB grant funds awarded to GATEWAY85 CID.
4. The COUNTY shall contract and manage all phases of the PROJECT, including procurement, concept, design, preliminary engineering, right of way acquisition

and construction.

5. Beginning on the last day of the first quarter of calendar year 2023, March 31st, 2023, and continuing thereafter on a quarterly schedule, the COUNTY will prepare and provide a detailed invoice along with the supporting documentation satisfactory to SRTA to the GATEWAY85 CID for PROJECT expenses eligible to be reimbursed pursuant to the GTIB Agreement.
6. The PROJECT will be completed in two sequential phases, Preliminary Engineering and Construction. The estimated cost of the Preliminary Engineering phase of the PROJECT is \$336,890. The estimated cost of the Construction phase of the PROJECT is \$1,463,110. Invoices from the COUNTY to the GATEWAY85 CID shall indicate if the costs incurred apply to the Preliminary Engineering phase or the Construction phase. The GATEWAY85 CID shall reimburse the COUNTY up to \$150,000 from GTIB funding for costs incurred to complete the Preliminary Engineering phase of the PROJECT. The GATEWAY85 CID shall reimburse the COUNTY up to \$600,000 from GTIB funding for costs incurred to complete the Construction phase of the PROJECT.
7. Within 30 days of receipt of the quarterly invoice from the COUNTY, the GATEWAY85 CID shall make a grant draw request from SRTA. The GATEWAY85 CID may use the detailed invoice with the supporting documentation from the COUNTY for payment request documentation.
8. Within 30 days of receipt of funds from SRTA, the GATEWAY85 CID shall pay the quarterly invoice from the COUNTY in its entirety up until all grant funds, up to \$150,000 for Preliminary Engineering and up to \$600,000 for Construction, are exhausted.
9. The GATEWAY85 CID agrees to comply with all SRTA grantee requirements and make timely grant draw requests from SRTA. The COUNTY will assist the GATEWAY85 CID in complying with the GTIB Agreement and will not knowingly or willingly cause the GATEWAY85 CID to be in default.
10. The GATEWAY85 CID's total financial contribution to the PROJECT is limited to the amount reimbursed by SRTA under the terms of the GTIB Agreement. For avoidance of doubt, the GATEWAY85 CID has no PROJECT management or financial responsibilities.
11. The COUNTY shall be responsible for the PROJECT costs that exceed the GATEWAY85 CID's financial contribution reimbursed by GTIB funding.
12. The COUNTY shall complete engineering of the PROJECT by July 2024.

All notices pursuant to this Agreement shall be served as follows: As to the COUNTY, Chairwoman, Gwinnett County Board of Commissioners, 75 Langley Drive,

IN WITNESS WHEREOF, the Parties hereto acting through their duly authorized agents have caused this Agreement to be signed and delivered on the date set forth below.

This _____ day of _____, 2023_.

GWINNETT COUNTY, GEORGIA

GATEWAY85 GWINNETT
COMMUNITY IMPROVEMENT
DISTRICT

By: _____
NICOLE L. HENDRICKSON

By: _____

Title: CHAIRWOMAN

Title: _____

ATTEST:

ATTEST:

By: _____

By: _____

Title: County Clerk/Deputy County Clerk (SEAL)

Title: _____ (SEAL)

APPROVED AS TO FORM:

Gwinnett County Staff Attorney

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20230040			
Department:	Transportation	Date Submitted:	12/16/2022
Working Session:	01/17/2023	Business Session:	01/17/2023
Submitted By:	cralexander	Public Hearing:	
Agenda Type	Approval/authorization	Multiple Depts?	No
Item of Business:	Locked by Purchasing		No
<p>for the Chairwoman to execute Change Order No. 1 with the Town of Braselton for the Intergovernmental Agreement for the engineering and construction of the County-managed Thompson Mill Road at Autumn Maple Drive project. The change order will decrease the County's contribution to the completed County-managed project by \$483,388.31, decreasing the County's total contribution to the County-managed project from \$526,500.00 to \$43,111.69 (81 percent). The Town of Braselton will be responsible for a 19 percent match of \$10,112.62. The change order will increase the County's contribution to the 2017 SPLOST City-managed project by \$483,388.31. Approval/authorization for the Chairwoman or designee to sign any and all related documents. Subject to approval as to form by the Law Department.</p>			
Attachments	Justification Memo and Change Order Agreement		
Authorization: Chairwoman's Signature?	Yes		
Staff Recommendation			
BAC Action:			
Department Head	lcooksey (1/10/2023)		
Attorney	tllettsome (1/9/2023)		
Agenda Purpose Only			

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	2017 SPLOST	\$821,973*	-\$113,387	mbwoods (1/11/2023)
Finance Comments	*Current balance of Town of Braselton-2017 SPLOST project. The requested allocation is an overall decrease per the reduction to matching funds from the Town of Braselton. Upon approval, adjust revenues and appropriations as needed to reduce Public Source revenue by \$113,387.			FinDir's Initials bjalexzulia (1/11/2023)


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"/>	
		Vote



MEMORANDUM

TO: Chairwoman
District Commissioners

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

SUBJECT: **Change Order No. 1 between The Town of Braselton and Gwinnett County regarding Thompson Mill Road at Autumn Maple Drive**

DATE: December 15, 2022

ITEM OF BUSINESS

Approval/authorization for the Chairwoman to execute Change Order No. 1 with the Town of Braselton for the Intergovernmental Agreement for the engineering and construction of the County-managed Thompson Mill Road at Autumn Maple Drive project. The change order will decrease the County's contribution to the completed County-managed project by \$483,388.31, decreasing the County's total contribution to the County-managed project from \$526,500.00 to \$43,111.69 (81 percent). The Town of Braselton will be responsible for a 19 percent match of \$10,112.62. The change order will increase the County's contribution to the 2017 SPLOST City-managed project by \$483,388.31.

Approval/authorization for the Chairwoman or designee to sign any and all related documents. Subject to approval as to form by the Law Department.

BACKGROUND AND DISCUSSION

This project consists of intersection safety improvements at Thompson Mill Road at Autumn Maple Drive. The project is complete and the change order amends the County's funding allocation to this County-managed project reducing the County's total contribution to the project by \$483,388.31 to \$43,111.69. The Town of Braselton is responsible for a 19 percent match of \$10,112.62. The County's contribution to the 2017 SPLOST City-managed project will be increased by \$483,388.31.

This project is funded by the 2017 Special Purpose Local Option Sales Tax (SPLOST) program and the Town of Braselton. The project is located within Commission District 4/Holtkamp.

Thank you for your consideration in this matter. Should you have any questions, please feel free to contact me at 770.822.7428.

CHANGE ORDER NO. 1 BETWEEN GWINNETT COUNTY
AND THE TOWN OF BRASELTON REGARDING
JOINTLY FUNDED 2017 SPLOST PROJECT(S)
(COUNTY-MANAGED PROJECT # F-1241)

This Change Order (hereinafter referred to as "Change Order No. 1"), made by and between the Town of Braselton, a municipal corporation chartered by the State of Georgia and headquartered 4982 Highway 53, Braselton, GA 30517 (herein referred to as "City) and Gwinnett County, Georgia, a political subdivision of the State of Georgia headquartered at 75 Langley Drive, Lawrenceville, Georgia 30046 (hereinafter referred to as "County") each of whom has been duly authorized to enter into this Change Order No. 1.

WITNESSETH

WHEREAS, the County entered into an InterGovernmental Agreement (hereinafter referred to as "Original Agreement") with the City dated December 19, 2017 to jointly fund a transportation project, Braselton County-managed Project which involved the Intersection Improvement at Thompson Mill Road at Auburn Maple Drive (County-managed Project) to be managed by the County; and

WHEREAS, the Original Agreement specifies that the County's contribution to jointly fund 2017 SPLOST project is limited to the maximum County contribution as shown in the Original Agreement; and

WHEREAS, the County completed the County-managed project per the scope defined in the Original Agreement; and

WHEREAS, the County and City wish to reallocate funding as described in the Original Agreement;

NOW, THEREFORE, the County and the City, in consideration of the mutual promises and agreements set forth herein, do agree as follows:

1. This Change Order No. 1 amends the Original Agreement between the County and City as follows: The County will decrease its contribution to the completed County-managed Project by \$483,388.31 decreasing the total County's contribution to the County-managed Project from \$526,500.00 to \$43,111.69 and will increase its contribution to the 2017 SPLOST City-managed Project by \$483,388.31.
2. The revised maximum County's contribution is outlined in Exhibit A attached hereto. In no event shall the County's contribution exceed eighty one percent (81%) of the total County-managed Project cost.
3. All notices pursuant to this agreement shall be served as follows: As to the COUNTY, Chairwoman, Gwinnett County Board of Commissioners, 75 Langley Drive, Lawrenceville, Georgia 30046. As to the CITY, Mayor, Town of Braselton, 4982 Highway 53, Braselton, GA 30517.

Except as herein supplemented, modified and amended, the Original Agreement will remain in full force and effect and shall in all respects govern and control.

It is expressly agreed by the parties that this Change Order No. 1 is supplemental to the Original Agreement and all previous Agreements which are by reference made a part hereof. All terms, conditions, and provisions thereof

unless specifically modified herein are to apply to this Change Order No. 1 and are made a part hereof as though they were expressly rewritten, incorporated, and included herein.
IN WITNESS WHEREOF, the parties hereto acting through their duly authorized agents have caused this agreement to be signed and delivered on the date set forth below.

This _____ day of _____, 2022.

GWINNETT COUNTY, GEORGIA

TOWN OF BRASELTON, GEORGIA

By: _____

By: _____ 

NICOLE L. HENDRICKSON


Title: CHAIRWOMAN

Title: MAYOR

ATTEST:

ATTEST:

By: _____

By: _____ 

Title: County Clerk/Deputy County Clerk (SEAL) Title: Town Clerk (SEAL)



APPROVED AS TO FORM:

Senior Assistant County Attorney

Exhibit A – Revised Town of Braselton/Gwinnett County IGA- County managed Project
Project # F-1241

Project Name	Improvement Type	Location	Maximum County Contribution	City 19% Match	TOTAL
Thompson Mill Road Intersection	Intersection	Thompson Mill Road at Auburn Maple Drive	\$43,111.69	\$10,112.62	\$53,224.31

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20230041			
Department:	Transportation	Date Submitted:	12/16/2022
Working Session:	01/17/2023	Business Session:	01/17/2023
Submitted By:	cralexander	Public Hearing:	
Agenda Type	Approval/authorization	Multiple Depts?	No
Item of Business:	Locked by Purchasing		No
<p>for the Chairwoman to execute Change Order No. 1 with the Town of Braselton for the Intergovernmental Agreement for the engineering and construction of the City-managed SR 211/Old Winder Highway Multi-Use Bridge project. This change order amends the existing City-managed project from SR 211/Old Winder Highway Multi-Use Tunnel to SR 211/Old Winder Highway Multi-Use Bridge. The change order will also increase the County's contribution to the City-managed project by \$483,388.31, increasing the County's total contribution from \$225,197.00 to \$708,585.31. In addition, the 2017 SPLOST County-managed project will decrease by \$483,388.31. Approval/authorization for the Chairwoman or designee to sign any and all related documents. Subject to approval as to form by the Law Department.</p>			
Attachments	Justification Memo and Change Order		
Authorization:	Chairwoman's Signature?	Yes	
Staff Recommendation			
BAC Action:			
Department Head	lcooksey (1/10/2023)		
Attorney	tllettsome (1/12/2023)		
Agenda Purpose Only			

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	2017 SPLOST	*	N/A	mbwoods (1/11/2023)
Finance Comments	*No budget impact. Budget adjustments for project pending approval of GCID 2023-0040.			FinDir's Initials
				bjalexzulia (1/11/2023)

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"/>	
		Vote



MEMORANDUM

TO: Chairwoman
District Commissioners

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

SUBJECT: **Change Order No. 1 between The Town of Braselton and Gwinnett County
Regarding the SR 211/ Old Winder Highway Multi-Use Bridge**

DATE: December 15, 2022

ITEM OF BUSINESS

Approval/authorization for the Chairwoman to execute Change Order No. 1 with the Town of Braselton for the Intergovernmental Agreement for the engineering and construction of the City-managed SR 211/Old Winder Highway Multi-Use Bridge project. This change order amends the existing City-managed project from SR 211/Old Winder Highway Multi-Use Tunnel to SR 211/Old Winder Highway Multi-Use Bridge. The change order will also increase the County's contribution to the City-managed project by \$483,388.31, increasing the County's total contribution from \$225,197.00 to \$708,585.31. In addition, the 2017 SPLOST County-managed project will decrease by \$483,388.31.

Approval/authorization for the Chairwoman or designee to sign any and all related documents. Subject to approval as to form by the Law Department.

BACKGROUND AND DISCUSSION

This project consists of constructing a new multi-use bridge on SR 211/ Old Winder Highway. The change order amends the County's funding allocation to this City-managed pedestrian safety and improvement project. The scope of the project is revised as well from a multi-use tunnel to a multi-use bridge. The County's total contribution to this project shall not to exceed \$708,585.31.

This project is funded by the 2017 Special Purpose Local Option Sales Tax (SPLOST) program and the Town of Braselton. The project is located within Commission District 4/Holtkamp.

Thank you for your consideration in this matter. Should you have any questions, please feel free to contact me at 770.822.7428.

CHANGE ORDER NO. 1 BETWEEN GWINNETT COUNTY
AND THE TOWN OF BRASELTON REGARDING
JOINTLY FUNDED 2017 SPLOST PROJECT(S)
(CITY-MANAGED PROJECT # F-1241)

This Change Order (hereinafter referred to as "Change Order No. 1"), made by and between the Town of Braselton, a municipal corporation chartered by the State of Georgia and headquartered 4982 Highway 53, Braselton, GA 30517 (herein referred to as "City") and Gwinnett County, Georgia, a political subdivision of the State of Georgia headquartered at 75 Langley Drive, Lawrenceville, Georgia 30046 (hereinafter referred to as "County") each of whom has been duly authorized to enter into this Change Order No. 1.

WITNESSETH

WHEREAS, the County entered into an Intergovernmental Agreement (hereinafter referred to as "Original Agreement") with the CITY dated December 19, 2017 to jointly fund a transportation project, Braselton City-managed Project, SR 211/ Old Winder Highway Multi Use Tunnel (City-managed Project) to be managed by the City; and

WHEREAS, the Original Agreement specifies that the COUNTY's contribution to jointly fund 2017 SPLOST projects is limited to the maximum COUNTY contribution as shown in the Original Agreement; and

WHEREAS, the COUNTY and CITY wish to reallocate funding as described in the ORIGINAL AGREEMENT;

NOW, THEREFORE, the County and the City, in consideration of the mutual promises and agreements set forth herein, do agree as follows:

1. This Change Order No. 1 amends the existing City-managed project from SR211/ Old Winder Hwy Multi-Use Tunnel to revised City-managed Project SR211/Old Winder Hwy Multi-Use Bridge.
2. This Change Order No. 1 further amends the Original Agreement between the County and City as follows: The County will increase its contribution to the City-managed Project by \$483,388.31 increasing the total County's contribution to the City-managed Project from \$225,197.00 to \$708,585.31 and will decrease its contribution to the 2017 SPLOST County-managed Project by \$483,388.31.
3. The revised maximum County's contribution is outlined in Exhibit A attached hereto. In no event shall the County's contribution exceed \$708,585.31.
4. All notices pursuant to this agreement shall be served as follows: As to the County, Chairwoman, Gwinnett County Board of Commissioners, 75 Langley Drive, Lawrenceville, Georgia 30046. As to the City, Mayor, Town of Braselton, 4982 Highway 53, Braselton, GA 30517.

Except as herein supplemented, modified and amended, the Original Agreement will remain in full force and effect and shall in all respects govern and control.

It is expressly agreed by the parties that this Change Order No. 1 is supplemental to the Original Agreement and all previous Agreements which are by reference made a part hereof. All terms, conditions, and provisions thereof

unless specifically modified herein are to apply to this Change Order No. 1 and are made a part hereof as though they were expressly rewritten, incorporated, and included herein.
IN WITNESS WHEREOF, the parties hereto acting through their duly authorized agents have caused this agreement to be signed and delivered on the date set forth below.

This _____ day of _____, 2022.

GWINNETT COUNTY, GEORGIA

TOWN OF BRASELTON, GEORGIA

By: _____

By: _____ 

NICOLE L. HENDRICKSON

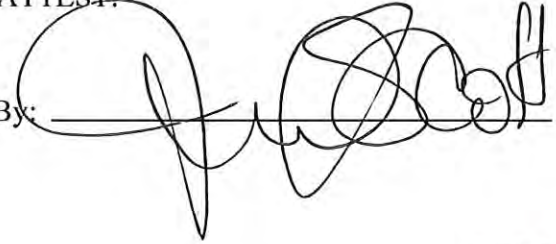
Title: CHAIRWOMAN

Title: MAYOR

ATTEST:

ATTEST:

By: _____

By: _____ 

Title: County Clerk/Deputy County Clerk (SEAL) Title: Town Clerk (SEAL)



APPROVED AS TO FORM:

Senior Assistant County Attorney

Exhibit A – Revised Town of Braselton/Gwinnett County IGA- City Managed Project
Project # F1241

Project Name	Improvement Type	Maximum County Contribution
SR211/ Old Winder Highway Multi-Use Bridge	Pedestrian Safety	\$708,585.31

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:
20230042	

Grants Public Hearing

Department:	Transportation	Date Submitted:	12/16/2022
Working Session:	01/17/2023	Business Session:	01/17/2023
Submitted By:	cralexander		Public Hearing:
Agenda Type	Approval/authorization		Multiple Depts? No
Item of Business:	Locked by Purchasing		No

for the Chairwoman to execute an agreement with the City of Buford regarding the proposed Thompson Mill Road at I-985 Interchange. This agreement would jointly fund the development of the draft Project Concept Report and initial survey database for the project. The estimated cost is \$1,000,000.00 and the City and County will each contribute \$500,000.00. County portion funded by the 2017 SPLOST program. Approval/ authorization for the Chairwoman or designee to sign any and all related documents. Subject to approval as to form by the Law Department.

Attachments	Justification Memo and IGA
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Authorization:	Chairwoman's Signature?	Yes
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Staff Recommendation	
BAC Action:	
Department Head	Icooksey (1/10/2023)
Attorney	tllettsome (1/10/2023)

Agenda Purpose Only

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
No	2017 SPLOST	\$12,317,517*	\$1,000,000	mbwoods (1/10/2023)

Finance Comments	*Upon approval, increase revenues and appropriations by \$500,000 in Planning Efforts/Major Cross/ I85/SR316 project to incorporate contribution from the City of Buford.	FinDir's Initials
		bjalexzulia (1/10/2023)


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: 10px; 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

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

SUBJECT: Agreement between Gwinnett County and the City of Buford regarding the Thompson Mill Road at I-985 Interchange

DATE: December 21, 2022

ITEM OF BUSINESS

Approval/authorization for the Chairwoman to execute an agreement with the City of Buford regarding the proposed Thompson Mill Road at I-985 Interchange. This agreement would jointly fund the development of the draft Project Concept Report and initial survey database for the project. The estimated cost is \$1,000,000.00 and the City and County will each contribute \$500,000.00. County portion funded by the 2017 SPLOST program. Approval/authorization for the Chairwoman or designee to sign any and all related documents. Subject to approval as to form by the Law Department.

BACKGROUND AND DISCUSSION

This agreement addresses the funding required to develop a draft Project Concept Report and the initial survey database for a proposed interchange at Thompson Mill Road and I-985. Development of the draft Project Concept Report will include the alternatives analysis and initial environmental review and will position the project for future state and federal funding opportunities. The County will manage this portion of the project. The City's contribution will be paid to the County on a reimbursement basis.

This project is funded by the 2017 Special Purpose Local Option Sales Tax (SPLOST) program and the City of Buford. The project is located within Commission District 4/Holtkamp.

Thank you for your consideration in this matter. Should you have any questions, please feel free to contact me at 770.822.7428.

INTERGOVERNMENTAL AGREEMENT BETWEEN GWINNETT COUNTY AND THE
CITY OF BUFORD REGARDING THE THOMPSON MILL ROAD AT I-985
INTERCHANGE

This Agreement (hereinafter referred to as "Agreement") made by and between the City of Buford, a municipal corporation chartered by the State of Georgia and headquartered at 2300 Buford Highway, Buford, Georgia 30518 (hereinafter referred to as the "CITY") and Gwinnett County, Georgia, a political subdivision of the State of Georgia headquartered at 75 Langley Drive, Lawrenceville, Georgia 30046 (hereinafter referred to as the "COUNTY") each of whom has been duly authorized to enter into this Agreement.

WITNESSETH

WHEREAS, the parties to this Agreement are located within Gwinnett County and authorized by law to enter into this Agreement; and

WHEREAS, both parties believe that it would be in the interest of the health, safety, and welfare of the citizens of Gwinnett County to develop an interchange at Thompson Mill Road and Interstate 985 (hereinafter referred to as "Project"); and

WHEREAS, an Interchange Justification Report has been approved for the Project; and

WHEREAS, the CITY and COUNTY have agreed to fund the development of a draft Project Concept Report and the initial survey database for the Project;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and undertakings set forth herein and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto do consent and agree that:

1. The CITY and COUNTY agree to jointly fund the development of the draft Project Concept Report and initial survey database for the Project. The cost of this phase is estimated to be One Million dollars (\$1,000,000).
2. The CITY and COUNTY shall each contribute Five Hundred Thousand dollars (\$500,000) to this phase of the Project.
3. The COUNTY will manage the development of the draft Project Concept Report and initial survey database for the Project.
4. The CITY's contribution shall be paid to the COUNTY on a reimbursement basis. The CITY shall remit the payments for reimbursement within thirty (30) days of receipt of an invoice from the COUNTY.
5. If the cost for the draft Project Concept Report and initial survey database for the Project exceeds the estimated cost of One Million dollars as outlined in this agreement, the CITY



and COUNTY may by subsequent mutual agreement revise the scope to not exceed the available funding or provide additional funding to complete the scope as described.

6. If the cost for the draft Project Concept Report and initial survey database is less than the estimated cost of One Million dollars as outlined in this agreement, the CITY and COUNTY may use the remaining funding to begin preliminary engineering for the project.
7. For the continued plan development and engineering of the project, the CITY and the COUNTY will seek and apply for grant funds and may, by subsequent mutual agreement, identify additional local funds for the project.

All notices pursuant to this Agreement shall be served as follows: As to the COUNTY, Chairwoman, Gwinnett County Board of Commissioners, 75 Langley Drive, Lawrenceville, Georgia 30046. As to the CITY, Chairman, City of Buford, 2300 Buford Highway, Buford, Georgia 30518.

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, and no provisions contained within this Agreement are intended to nor shall they in any way be construed to relieve any contractor performing services in connection with the Project of any liability or to complete the work in a good, substantial, and workmanlike manner. No provision in this Agreement is intended to nor shall it be construed to in any way waive immunities or protections provided to either the COUNTY or to the CITY by the Constitution and laws of the State of Georgia.



IN WITNESS WHEREOF, the parties hereto acting through their duly authorized agents have caused this Agreement to be signed and delivered on the date set forth below.

This _____ day of _____, 20__.

GWINNETT COUNTY, GEORGIA

CITY OF BUFORD

By: _____
NICOLE L. HENDRICKSON

By: [Signature]

Title: CHAIRWOMAN

Title: CHAIRMAN

ATTEST:

ATTEST:

By: _____

By: [Signature]

Title: County Clerk/Deputy County Clerk (SEAL)

Title: [Signature]

APPROVED AS TO FORM:

Gwinnett County Staff Attorney

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20230056			
Department:	Transportation	Date Submitted:	12/20/2022
Working Session:	01/17/2023	Business Session:	01/17/2023
Submitted By:	cnauth	Public Hearing:	
Agenda Type	Approval/authorization	Multiple Depts?	
Item of Business:	Locked by Purchasing <input type="checkbox"/> No		
<p>for the Chairwoman to execute an agreement with the Georgia Department of Transportation (GDOT) for the acquisition of right of way for the I-85 at McGinnis Ferry Road interchange project. This agreement outlines the requirements for Gwinnett County to acquire right of way for this project on roads which are maintained by GDOT. The cost for the right of way acquisition for this project is funded by the 2014 SPLOST Program. Approval/authorization for the Chairwoman or designee to execute any and all related documents. Subject to approval as to form by the Law Department.</p>			
Attachments	Justification letter, FS and Agreement		
Authorization: Chairwoman's Signature?	<input type="checkbox"/> Yes		
Staff Recommendation	Approval		
BAC Action:			
Department Head	lcooksey (12/20/2022)		
Attorney	tllettsome (1/9/2023)		
Agenda Purpose Only			

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
	2014 SPLOST	*	N/A	mbwoods (1/6/2023)
Finance Comments	*No immediate budget impact, right of way costs to be determined.			FinDir's Initials
				bjalexzulian (1/6/2023)


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"/>	
		Vote



MEMORANDUM

TO: Chairwoman
District Commissioners

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

SUBJECT: **Right of Way Agreement between Gwinnett County and Georgia Department of Transportation
I-85 at McGinnis Ferry Road Interchange
F-1054-01
GDOT Project Number PI 0013104
GDOT District 1**

DATE: December 7, 2022

ITEM OF BUSINESS

Approval/authorization for the Chairwoman to execute an agreement with the Georgia Department of Transportation (GDOT) for the acquisition of right of way for the I-85 at McGinnis Ferry Road interchange project. This agreement outlines the requirements for Gwinnett County to acquire right of way for this project on roads which are maintained by GDOT. The cost for the right of way acquisition for this project is funded by the 2014 SPLOST Program. Approval/authorization for the Chairwoman or designee to execute any and all related documents. Subject to approval as to form by the Law Department.

BACKGROUND AND DISCUSSION

This agreement outlines the requirements for Gwinnett County to acquire right of way for the project located at I-85 at McGinnis Ferry Road. Following these requirements allows the Gwinnett County Department of Transportation the use of Federal and State funds in the engineering phase of the project. The approval and execution of this right of way agreement is essential to obtaining GDOT's right of way certification and maintaining an April 2023 Construction Let. The cost for the right of way acquisition is funded by the 2014 SPLOST program. This project is within District 1/Carden.

Thank you for your consideration in this matter. Should you have any questions, please feel free to contact me at 770.822.7428.

**CONTRACT FOR ACQUISITION OF RIGHT OF WAY
FEDERAL OR STATE-AID PROJECT
Non-Reimbursable**

**PROJECT: N/A
LOCAL GOVERNMENT: GWINNETT
STATE ROUTE: I-85 @ MCGINNIS FERRY RD
LOCAL GOVERNMENT ROAD: N/A
P. I. NO.: 0013104**

STATE OF GEORGIA

COUNTY OF GWINNETT

This Agreement made and entered into this ____ day of _____, 20__ by and between the **DEPARTMENT OF TRANSPORTATION** (hereinafter called the **DEPARTMENT**) and **GWINNETT COUNTY, GEORGIA** (hereinafter called the **LOCAL GOVERNMENT**).

- CFDA # 20.205 Highway Plan and Construction Cluster**
- CFDA # 20.219 Recreation Trails Program**

WITNESSTH THAT:

WHEREAS, the **DEPARTMENT** and the **LOCAL GOVERNMENT** propose to let to construction the above indicated project located on I-85@MCGINNIS FERRY ROAD - NEW INTERCHANGE PHASE I, without cost to the **DEPARTMENT** except as hereinafter specified; and

WHEREAS, the **DEPARTMENT** is authorized to enter into this contract with the **LOCAL GOVERNMENT** by virtue of Section 32-2-2 (a) of the Official Code of Georgia Annotated; and

WHEREAS, the **LOCAL GOVERNMENT** is authorized to enter into this contract by virtue of Sections 32-3-3 (e), 32-4-41 (5), 32-4-42 (a) and 32-4-61 of the Official Code of Georgia Annotated and that **certain resolution of the Board of Commissioners** adopted the ____ day of _____, 20__ ; and

WHEREAS, said rights of way are to be acquired by the **LOCAL GOVERNMENT** in accordance with certain specified requirements of the Federal-Aid Highway Act of 1970, as amended, and regulations of the **DEPARTMENT** in order for the construction cost of said project to be eligible for Federal participation; and

NOW, THEREFORE, in consideration of Ten (\$10.00) Dollars in hand paid to the **LOCAL GOVERNMENT**, the receipt of which is hereby acknowledged, and the mutual promises and covenants hereinafter set out, the **DEPARTMENT** and the **LOCAL GOVERNMENT** agree as follows:

ITEM I

The **LOCAL GOVERNMENT** shall ensure at the time of closing that the legal descriptions and plats in hand reflect the latest revised or current required right of way and/or easements.

Rights of way lying on a designated state or federal route (on-system) are to be acquired in the **DEPARTMENT'S** name by the **LOCAL GOVERNMENT** when closed by deed. Rights of way lying on a designated state or federal route (on-system) requiring condemnation are to be condemned in the **LOCAL GOVERNMENT'S** name and then transferred to the **DEPARTMENT** by quit claim deed after the condemnation is complete and after the **LOCAL GOVERNMENT** has full and final possession of the right of way. Rights of way lying on a non-designated state or federal route (off-system) are to be acquired in the **LOCAL GOVERNMENT'S** name by the **LOCAL GOVERNMENT** when closed by deed and remain in the **LOCAL GOVERNMENT'S** name. Rights of way lying on a non-designated state or federal route (off-system) requiring condemnation are to be condemned in the **LOCAL GOVERNMENT'S** name and remain in the **LOCAL GOVERNMENT'S** name.

The **LOCAL GOVERNMENT** is responsible for properly flagging, staking, and marking all required right of way and all required easement (temporary or permanent) surveyed boundary lines **PRIOR** to the appraiser inspecting and appraising the property and **PRIOR** to the on-site Negotiation Agent meeting with the property owner to review the required right of way and/or required easement(s).

Each valuation and damage expert utilized on this project must be selected from the **DEPARTMENT'S** "Approved Appraiser List". The **DEPARTMENT** shall review and approve each selection prior to the **LOCAL GOVERNMENT** contracting with the appraiser. All appraisals will be submitted to the **DEPARTMENT** for review, for approval and to establish fair market value prior to negotiations.

ITEM II

The **LOCAL GOVERNMENT** will provide without cost to the **DEPARTMENT**, all legal counsel and services associated with the Acquisition of Rights of Way, including, but not limited to, the preparation and filing of all condemnation petitions in the name of the **LOCAL GOVERNMENT**.

ITEM III

The **LOCAL GOVERNMENT** will without cost to the **DEPARTMENT**, demolish and remove in their entirety all buildings, walls, fences, gates, underground storage tanks, signs or any other improvement or structures of any nature or description, lying wholly or partially situated within the right of way and/or easement area. The demolition and removal shall be in accordance with procedures approved by the **DEPARTMENT**.

Any and all contaminated properties will require **DEPARTMENT** approval before being acquired by the **LOCAL GOVERNMENT**.

The **LOCAL GOVERNMENT** also agrees and binds itself in accordance with Title 40 of the Georgia Code, that it will not pass any laws, rules, regulations or ordinances which penalize, hinder or otherwise obstruct the free movement of vehicular traffic on said roadway, including angle parking, nor erect any traffic signals, towers, lights on said right of way without written consent of the **DEPARTMENT**.

ITEM IV

During the life of this contract and prior to completion of the construction work and final acceptance of the project by the **DEPARTMENT**, the **LOCAL GOVERNMENT** agrees not to use convict labor in any way on or in connection with this project.

ITEM V

To the extent allowed by law, the **LOCAL GOVERNMENT** will without cost to the **DEPARTMENT**, defend and hold harmless the **DEPARTMENT** for any and all suits, if any should arise, involving property titles associated with the acquisition of Rights of Way, including any liability or consequential damages resulting from personal injury, property damages, or inverse condemnation related thereto, except that which is the result of the sole negligence of the **DEPARTMENT**.

ITEM VI

Once the environmental clearance is obtained and the right of way plans are approved, the **LOCAL GOVERNMENT** can begin acquisition activities; however, if the approved environmental document is not current within six (6) months from the plan approval date, an environmental re-evaluation will be required and right of way negotiations and acquisition cannot be initiated until the approval of the re-evaluation.

ITEM VII

The **LOCAL GOVERNMENT** will, in the right of way acquisition procedure, observe and comply with Title 49 Code of Federal Regulations Part 24; Title 23 Code of Federal Regulations Part 710; Georgia Laws 1972, p. 931, as amended; and, in accordance with the requirements as outlined in the Relocation Assistance Manual prepared by the **DEPARTMENT**. The **LOCAL GOVERNMENT** will be responsible for making payments to owners as required under this procedure for any incidental expenses for the transfer of real property for rights of way purposes and any other moving and relocation expenses as required under the law and determined to be proper by the **DEPARTMENT**. Appeals of relocation assistance benefits will be submitted to the **DEPARTMENT** for review. Response to an appeal will be the responsibility of the **DEPARTMENT**. The **LOCAL GOVERNMENT** will, in their acquisition of the right of way, comply with the procedures set forth in Attachment No. 1 - Memorandum of Instructions, attached hereto. During the performance of this contract, the **LOCAL GOVERNMENT** will also comply with the Regulations of the U. S. Department of Transportation relative to nondiscrimination in State Aid or Federally-assisted programs of said Department in accordance with the stipulations as indicated under APPENDIX A and APPENDIX E of Attachment No. 2, attached hereto.

The **LOCAL GOVERNMENT** shall also comply with all provisions as set forth in Attachment No. 2 - The United States Department of Transportation (USDOT) Standard Title VI/Non-Discrimination Assurances, DOT Order No. 1050.2A, attached hereto, inclusive of APPENDIX A, APPENDIX B, APPENDIX C, APPENDIX D, and APPENDIX E of Attachment No. 2.

ITEM VIII

Where determined to be desirable by Department Inspectors, the **LOCAL GOVERNMENT** will provide without cost to the **DEPARTMENT**, rodent control measures as required by the U.S. Department of Transportation prior to the demolition or removal of improvements located within the right of way of the project. The measures employed shall be in accordance with procedures approved by State and local laws and regulations governing rodent control.

ITEM IX

The **LOCAL GOVERNMENT** will make ample provisions each year for the proper maintenance of said roadway after completion of the proposed improvements for off-system projects.

ITEM X

This contract is the total agreement between the **DEPARTMENT** and the **LOCAL GOVERNMENT**, and no modification of this contract shall be binding unless attached hereto and signed by both the **DEPARTMENT** and the **LOCAL GOVERNMENT**. No representation, promise or inducement not included in this contract shall be binding upon either the **DEPARTMENT** or the **LOCAL GOVERNMENT**.

ITEM XI

1. **TIME IS OF THE ESSENCE IN THIS CONTRACT.**
2. **TERM OF CONTRACT. UNLESS OTHERWISE AMENDED BY THE MUTUAL WRITTEN AGREEMENT OF THE PARTIES HERETO, THIS CONTRACT WILL EXPIRE NO LATER December 31, 2024.**
3. This Agreement is made and entered into in Fulton County, Georgia, and shall be governed and construed under the laws of the State of Georgia.
4. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.
5. This Agreement shall inure to the benefit of, and be binding upon the parties hereto, and their respective heirs, executors, successors and assigns.
6. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.
7. The Preamble, Recitals, Exhibits, Addendums and Appendices hereto are a part of this Agreement and are incorporated herein by reference.

{REMAINDER OF PAGE LEFT INTENTIONALLY BLANK}

IN WITNESS WHEREOF, this instrument has been and is executed on behalf of the **DEPARTMENT** by the Commissioner of the **DEPARTMENT** and on behalf of **LOCAL GOVERNMENT** being duly authorized to do so by the Board of Commissioners.

Executed on Behalf of the
**GEORGIA DEPARTMENT OF
TRANSPORTATION**

Executed on Behalf of
GWINNETT COUNTY, GEORGIA

this _____ day of
_____, 20 ____.

this _____ day of
_____, 20 ____.

By:

By:

COMMISSIONER

CHAIRWOMAN (Seal)
Gwinnett County Board of Commissioners

ATTEST:

WITNESS

TREASURER

NOTARY PUBLIC
(Notary Seal)

This Contract approved by the Gwinnett
County Board of Commissioners at a meeting
held this the _____ day of _____, 20 ____.

Approved as to Form

COUNTY CLERK

Senior Assistant County Attorney

FEI# _____

RESOLUTION OF THE LOCAL GOVERNMENT

STATE OF GEORGIA

GWINNETT COUNTY

BE IT RESOLVED by the **LOCAL GOVERNMENT** Board of Commissioners and it is hereby resolved, that the foregoing attached Agreement, relative to **P.I. 0013104**, located in Gwinnett County, Georgia be entered into by the **LOCAL GOVERNMENT** Board of Commissioners, and that _____ as Chairwoman, and _____ as Clerk of the Board of Commissioners, be and they are, thereby authorized and directed to execute the same for and in behalf of said Board of Commissioners.

PASSED AND ADOPTED, this _____ day of _____, 20 ____.

ATTEST:

CLERK

BY: _____
WITNESS

STATE OF GEORGIA

GWINNETT COUNTY

I, _____ as Clerk of Gwinnett County Board of Commissioners do hereby certify that I am custodian of the books and records of the same, and that the above and foregoing copy of the original is now on file in my office and was passed by Gwinnett County Board of Commissioners.

Witness by hand and official signature, this the _____ day of _____, 20 ____.

BY: _____
CLERK

ATTACHMENT NO. 1

MEMORANDUM OF INSTRUCTIONS

These instructions are to set forth the procedures necessary for the Political Subdivisions of the State of Georgia to follow when acquiring right of way on highway projects where it is proposed to acquire or construct said project with Federal participation for on system projects. On systems projects are those on designated state or federal routes. The Political Subdivision shall make every effort to acquire expeditiously all real property when authorized to proceed.

The Political Subdivision may, when they consider it appropriate, attempt to secure the right of way by donation. To assure the property owner is fully informed of his rights, the request for donation must be made in writing and also set forth that they are entitled to receive just compensation, if they so desire. A letter prepared by the Department will be made available to use as a guide. If a property owner requests payment of just compensation, the provisions of paragraph one (1) must be followed.

Nothing herein shall be construed to prevent a person whose real property is being acquired from making a gift or donation of such property, or any part thereof, or of any compensation paid therefore, after such person has been fully informed of his right to receive just compensation for the acquisition of his property.

1. At the initiation of negotiations each owner must be fully informed of his right to receive just compensation for the acquisition of his property. In order to assure just compensation is being offered, the following steps must be taken:
 - A) A General Certified Appraiser and other valuation damage experts, who is on the Department's approved list, must utilize an appropriate valuation method (appraisal/data book/cost estimate) as determined by the Department.
 - B) The appraiser must give the owner or his designated representative an opportunity to accompany him during his inspection of the property. A statement is to be in the report that this opportunity was provided.
 - C) The report must be adequately documented to support the conclusion of the appraiser and shall be prepared in accordance with the guidelines set forth by the Department.
 - D) The Department must review the appraisal and approve in writing the estimated amount of just compensation to be offered to the property owner.
 - E) The offer must be made in writing for the full amount of the aforesaid estimate of just compensation. Where appropriate, the written offer must state separately the amount for the real property being acquired and the amount attributable to damages to the remaining property.
2. No person occupying real property shall be required to move from his home, farm, or business without at least three (3) months written notice or two (2) months written notice from the time of the closing or condemnation.
3. The Department will furnish copies of letters, settlement and disbursement statements and such other forms as it may deem necessary or desirable.
4. Copies of all letters, forms, deeds and status reports used in the acquisition of Rights of Way for this project must be forwarded to the Department upon request, for future reference.
5. The LOCAL GOVERNMENT will be responsible for determining benefits and preparing relocation assistance packages. Packages must be submitted to the Department for review and approval prior to offers of benefits being made.
6. Any consultant contracted for negotiation services for the acquisition of right of way for the LOCAL GOVERNMENT must hold either a Real Estate License and be affiliated with a broker, or hold a Real Estate Brokers License in accordance with Title 43, Chapter 40 of the Official Code of Georgia Annotated. Said consultant must attend any present and all future mandatory training classes required by the DEPARTMENT.

APPENDIX "A"

- A. **COMPLIANCE WITH REGULATIONS:** The contractor shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49, Codes of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the regulations), which are herein incorporated by reference and made a part of this contract.
- B. **NONDISCRIMINATION:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color or national origin in the selection and retention of sub- contractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the regulations, including employment practices when the contract covers a program set forth in APPENDIX "B" of the regulations.
- C. **SOLICITATIONS FOR SUB-CONTRACTS, INCLUDING PROCUREMENT OF MATERIALS AND EQUIPMENT:** In all solicitation either by competitive bidding or negotiation made by the contractor for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, color or national origin.
- D. **INFORMATION AND REPORTS:** The contractor shall provide all information and reports required by the regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such regulation or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. **SANCTIONS FOR NONCOMPLIANCE:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the State Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
1. Withholding of payments to the contractor or under the contract until the contractor complies, and/or
 2. Cancellation, termination or suspension of the contract, in whole or in part.
- F. **INCORPORATION OF PROVISIONS:** The contractor shall include the provisions of Paragraphs "A" through "F" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the regulations, or directives issued pursuant thereto. The contractor shall take such

action with respect to any sub-contract or procurement as the State Department of Transportation or Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the State Department of Transportation to enter into such litigation to protect the interest of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

ATTACHMENT NO. 2

The United States Department of Transportation (USDOT) Standard Title VI/Non-Discrimination Assurances
DOT Order No. 1050.2A

The Georgia Department of Transportation (herein referred to as the "Recipient"), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Federal Highway Administration, is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled Non-discrimination in Federally-Assisted Programs Of The Department Of Transportation-Effectuation Of Title VI Of The Civil Rights Act Of 1964);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT including the Federal Highway Administration.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Federal Highway Program:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23(b) and 21.23(e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

2. The Recipient will insert the following notification in all solicitations for bids, Requests for Proposals for work, or material subject to the Acts and the Regulations made in connection with all Federal Highway Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding *source*:

"The Georgia Department of Transportation, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."
3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, *use*, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvement thereon, in which case the Assurance obligated the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property

9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the Georgia Department of Transportation also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the Georgia Department of Transportation access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by Georgia Department of Transportation. You must keep records, reports, and submit the material for review upon request to the Georgia Department of Transportation, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

Georgia Department of Transportation gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Federal Highway Program. This ASSURANCE is binding on Georgia, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Federal Highway Program. The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

Georgia Department of Transportation
(Name of Recipient)

by 
(Signature of Authorized Official)

DATED 07/15/20

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, (hereinafter referred to as DOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration) as appropriate and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.

Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct

as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the GDOT will accept title to the lands and maintain the project constructed thereon in accordance with and in compliance with **Title 23 U.S. Code § 107**, the Regulations for the Administration of Federal Aid for Highways; the policies and procedures prescribed by the Federal Highway Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the GDOT all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto GDOT and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the GDOT, its successors and assigns.

The GDOT, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that GDOT will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the GDOT pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
 - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, GDOT will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the GDOT will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the GDOT and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by GDOT pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, GDOT will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, GDOT will there upon revert to and vest in and become the absolute property of GDOT and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contract No. and Name: PI 0013104
I-85 @ MCGINNIS FERRY ROAD - NEW INTERCHANGE - PHASE I
Name of Contracting Entity: Gwinnett County

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the Georgia Department of Transportation has registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify,* in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the Georgia Department of Transportation at the time the subcontractor(s) is retained to perform such service.

EEV / E-Verify™ User Identification Number

Date of Authorization

BY: Authorized Officer or Agent
(Name of Person or Entity)

Date

Title of Authorized Officer or Agent

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

____ DAY OF _____, 20____

[NOTARY SEAL]

Notary Public

My Commission Expires: _____

* or any subsequent replacement operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20230038			
Department:	Water Resources	Date Submitted:	12/15/2022
Working Session:	01/17/2023	Business Session:	01/17/2023
Submitted By:	Purchasing- Katie Maldonado – SM	Public Hearing:	
Agenda Type	Award	Multiple Depts?	No
Item of Business:	Locked by Purchasing		
BL119-22, purchase and installation of rapid mixer and flocculator gearbox and motor replacement equipment, to Carl Eric Johnson, Inc., amount not to exceed \$459,243.00.			
Attachments	Summary Sheet, Justification Letter, Tabulation		
Authorization: Chairwoman's Signature?	No		
Staff Recommendation	Award		
BAC Action:			
Department Head	rmshelton (1/9/2023)		
Attorney	nlwood (1/10/2023)		
Agenda Purpose Only			

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	Water & Sewer R&E	\$1,465,688*	\$459,243	mbwoods (1/10/2023)
Finance Comments	*Amount available in the Lanier FP Rehab/Replacement project.			FinDir's Initials
				bjalexzulian (1/10/2023)

Budget Adjust Grand Jury

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

SUMMARY – BL119-22
Purchase and Installation of Rapid Mixer and Flocculator Gearbox and Motor Replacement Equipment

PURPOSE:	This contract will be used for the one-time purchase of replacement gearboxes, motors, couplings, and mounting bases for the two rapid mixers and nine flocculators used in the pretreatment process at Shoal Creek Filter Plant. The existing equipment is original to the plant and beyond the expected useful life. Replacing this equipment will reduce failures and improve reliability to ensure proper water quality.
LOCATION:	Shoal Creek Filter Plant
AMOUNT TO BE SPENT:	\$459,243.00
PREVIOUS CONTRACT AWARD AMOUNT:	N/A
AMOUNT SPENT PREVIOUS CONTRACT:	N/A
INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):	N/A
NUMBER OF BIDS/PROPOSALS DISTRIBUTED:	89 65 website viewings
NUMBER OF RESPONSES:	1 3 no bids
PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) IF YES, NUMBER OF FIRMS REPRESENTED:	No
REASONS FOR LIMITED RESPONSE (IF RELEVANT):	There are a limited number of vendors who provide the equipment required by this contract.
RENEWAL OPTION NUMBER:	N/A
MARKET PRICES COMPARISON (FOR RENEWALS):	N/A
CONTRACT TERM:	38 weeks from issuance of purchase order

COMMENTS:



MEMORANDUM

TO: Kaley Ivins
Purchasing Manager

THROUGH: Rebecca Shelton *RMS*
Acting Director, Department of Water Resources

FROM: Charlie Roberts *CR*
Deputy Director, Department of Water Resources

SUBJECT: Recommendation for Award of BL119-22 Purchase and Installation of Rapid Mixer and Flocculator Gearbox and Motor Replacement Equipment
Project Number: M-1188-56

DATE: December 9, 2022

REQUESTED ACTION

The Department of Water Resources (DWR) recommends award of the above referenced contract to Carl Eric Johnson, Inc. in the amount of \$459,243.00.

DESCRIPTION

This contract will be used for the one-time purchase of replacement gearboxes, motors, couplings, and mounting bases for the two rapid mixers and nine flocculators used in the pretreatment process at Shoal Creek Filter Plant. During the pretreatment process, polymer is mixed with the raw water to aggregate smaller particles in the water into larger masses called floc. This improves the capture of these particles by the filters. The existing equipment is original to the plant and beyond the expected useful life. Replacing this equipment will reduce failures and improve reliability to ensure proper water quality.

References checked: Yes X No

FINANCIAL

- 1. Amount to be spent: \$459,243.00
- 2. Do total obligations agree with "Action Requested"? Yes X No
- 3. Budgeted: Yes X No
- 4. Contact name: Adam Garmon (DWR) Contact phone: 678-376-7181 *AG*

5. Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount	% of Award Amount
2023	504	211000		50807000	M-1188-56-3-03	\$459,243.00	100%
Total						\$459,243.00	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
20230018	20220040		
Department:	Water Resources	Date Submitted:	12/13/2022
Working Session:	01/17/2023	Business Session:	01/17/2023
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 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.			
Attachments	Summary Sheet, Justification Letter		
Authorization: Chairwoman's Signature?	<input type="checkbox"/> No		
Staff Recommendation	Approval		
BAC Action:	Water and Sewerage Authority Approved on January 9, 2023, Vote 4-0.		
Department Head	rmshelton (1/3/2023)		
Attorney	nlwood (1/10/2023)		
Agenda Purpose Only			

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	Water & Sewer R&E	*	\$660,000	mbwoods (1/6/2023)
Finance Comments	*For FY2023, \$429,000 is allocated within Water Meter-New Installations project and for FY2024, \$231,000 is subject to budget approval.			FinDir's Initials bjalexzulian (1/6/2023)

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"/>	
		Vote

SUMMARY – BL042-19
Replacement of Water Meters, 2 Inches and Smaller, on an Annual Contract

PURPOSE:	This contract is used to replace existing 3/4" to 2" water meters that have exceeded their useful life. Meters tend to run slower as they age, underreporting water use which leads to inaccurate billing. Replacing these meters ensures that meters accurately measure the amount of water being used by customers.
LOCATION:	Various locations throughout Gwinnett County
AMOUNT TO BE SPENT:	\$660,000.00
PREVIOUS CONTRACT AWARD AMOUNT:	\$630,000.00
AMOUNT SPENT PREVIOUS CONTRACT:	\$620,000.00
INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):	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 four (4) of four (4).
MARKET PRICES COMPARISON (FOR RENEWALS):	An analysis reveals an approximate 17.5% increase in market pricing. However, the current vendor has agreed to renew with a 5% increase for the upcoming contract period.
CONTRACT TERM:	May 8, 2023 through May 7, 2024

COMMENTS:



MEMORANDUM

TO: Brittany Bryant
Purchasing Associate II

THROUGH: Rebecca Shelton *RMS*
Acting Director, Department of Water Resources

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

SUBJECT: Recommendation to renew BL042-19
Replacement of Water Meters 2" and Smaller on an Annual Contract

DATE: December 5, 2022

REQUESTED ACTION

The Department of Water Resources recommends the renewal of the above referenced contract with UWS, Inc. in the amount of \$660,000.00.

DESCRIPTION

This contract is used to replace existing 3/4" to 2" water meters that have exceeded their useful life. Meters tend to run slower as they age, causing water usage to be underreported which leads to under-billing of customers. Replacing these meters ensures that meters accurately measure the amount of water used by customers for accurate billing.

The current standard for replacement is based on the amount of water which has passed through a meter and is reviewed using an internal meter testing program. Meters are replaced with Advanced Metering Infrastructure (AMI) ready meters in preparation for AMI implementation throughout the system in the future.

FINANCIAL

- 1. Estimated amount to be spent: \$660,000.00
- 2. Projected amount to be spent previous contract period: \$620,000.00
- 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*

6. Proposed Funding:

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount	% of Award Amount
2023	504	211000		50807000	F-0662-02-3-03	\$429,000.00	65%
2024	504	211000		50807000	F-0662-02-3-03	\$231,000.00	35%
Total						\$660,000.00	100%

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20230029	20211136		
Department:	Water Resources	Date Submitted:	12/15/2022
Working Session:	01/17/2023	Business Session:	01/17/2023
Submitted By:	Purchasing – Katie Maldonado – SM	Public Hearing:	
Agenda Type	Approval	Multiple Depts?	No
Item of Business:	Locked by Purchasing <input type="checkbox"/> No		
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.			
Attachments	Summary Sheet, Justification Letter		
Authorization: Chairwoman's Signature?	<input type="checkbox"/> No		
Staff Recommendation	Approval		
BAC Action:	Water and Sewerage Authority Approved on January 9, 2023, Vote 4-0.		
Department Head	rmshelton (1/3/2023)		
Attorney	nlwood (1/10/2023)		
Agenda Purpose Only			

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	Water & Sewer R&E	*	\$130,020	mbwoods (1/6/2023)
Yes	Water & Sewer Op	*	\$469,980	
Finance Comments	*The balance in Industrial R&M-Contracted and in WPF/WRF Rehab/Replacement projects is checked as items are purchased and services are provided. The requested allocation is an estimate based on the recommended base bid. For FY2023, \$600,000 is allocated.			FinDir's Initials bjalexzulian (1/6/2023)

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; margin-bottom: 5px;">No Action Taken</div> <div style="border: 1px solid black; height: 100px;"> </div>
Action	<input type="text" value="New Item"/>	
Tabled	<input type="text"/>	
Motion	<input type="text"/>	
2nd by	<input type="text"/>	

SUMMARY – OS034-20**Purchase of Products and Services for Hach Equipment on an Annual Contract**

PURPOSE:	This contract is used to provide products and services for repair, replacement, and maintenance of existing Hach equipment. There are more than 800 on-line and laboratory bench instruments used to sample, analyze, and monitor water throughout the water reclamation facilities, water production facilities, laboratories, and pump stations. This equipment is critical for monitoring the effectiveness of various processes and ensuring compliance with permits.
LOCATION:	Various locations throughout Gwinnett County
AMOUNT TO BE SPENT:	\$600,000.00
PREVIOUS CONTRACT AWARD AMOUNT:	\$600,000.00
AMOUNT SPENT PREVIOUS CONTRACT:	\$761,641.38
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	N/A
MARKET PRICES COMPARISON (FOR RENEWALS):	N/A
CONTRACT TERM:	January 18, 2023 through January 17, 2024

COMMENTS:



MEMORANDUM

TO: Shelley McWhorter
Purchasing Associate III

THROUGH: Rebecca Shelton *RMS*
Acting Director, Department of Water Resources

FROM: Charlie Roberts *CR*
Deputy Director, Department of Water Resources

SUBJECT: Recommendation to Renew OS034-20 Purchase of Parts, Products, Services and Training for Calibration, Repair and Replacement of Hach Equipment on an Annual Contract

DATE: December 14, 2022

REQUESTED ACTION

The Department of Water Resources (DWR) recommends the renewal of the above referenced contract with Hach Company in the amount of \$600,000.00.

DESCRIPTION

This contract is used to provide products and services for repair, replacement, and maintenance of existing Hach equipment. There are more than 800 on-line and laboratory bench instruments used to sample, analyze, and monitor water throughout the water reclamation facilities, water production facilities, laboratories, and pump stations. This equipment is critical for monitoring the effectiveness of various processes and ensuring compliance with permits.

FINANCIAL

- 1. Estimated Amount to be spent: \$600,000.00
- 2. Projected amount to be spent previous contract period: \$761,641.38
- 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
2023	504	211000		50807000	M-1187-01-1-02	\$25,020.00	4.17%
2023	504	211000		50807000	M-1188-01-1-02	\$25,020.00	4.17%
2023	504	211000		50807000	M-1189-01-1-02	\$20,040.00	3.34%
2023	504	211000		50807000	M-1190-01-1-02	\$39,900.00	6.65%
2023	504	211000		50807000	M-1191-01-1-02	\$20,040.00	3.34%
2023	501	111009	19090007	50404216		\$250,020.00	41.67%
2023	501	111009	19090003	50404216		\$50,040.00	8.34%
2023	501	111009	19090006	50404216		\$54,960.00	9.16%
2023	501	111008	19080007	50404216		\$14,880.00	2.48%
2023	501	111004	19040005	50404216		\$50,040.00	8.34%
2023	501	111004	19040004	50404216		\$50,040.00	8.34%
Total						\$600,000.00	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
20230033			
Department:	Water Resources	Date Submitted:	12/15/2022
Working Session:	01/17/2023	Business Session:	01/17/2023
Submitted By:	Johanna Costley	Public Hearing:	
Agenda Type	Approval	Multiple Depts?	
Item of Business:	Locked by Purchasing <input type="checkbox"/> No		
<p>of Change Order No. 1 (Final) to BL004-21, Lanier, and Shoal Creek Filter Plants Phase II Chlorine System Improvements with Crowder Construction Company, reducing the contract by \$99,788.16 and extending the contract completion time by one hundred ninety-two (192) days. The contract amount is adjusted from \$936,100.00 to \$836,311.84. Subject to approval as to form by the Law Department.</p>			
Attachments	Justification Memo, contract, map		
Authorization: Chairwoman's Signature?	<input type="checkbox"/> Yes		
Staff Recommendation	Approval		
BAC Action:			
Department Head	rmshelton (12/16/2022)		
Attorney	nlwood (1/10/2023)		
Agenda Purpose Only			

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	Water & Sewer R&E	\$39,367*	-\$99,788	mbwoods (1/6/2023)
Finance Comments	*Remaining budget in Water Production Enhancement/Expansion project. Requested allocation is the net contract decrease per Change Order No. 1.			FinDir's Initials bjalexzulian (1/5/2023)

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"/>	



C CHANGE JUSTIFICATION

MEMORANDUM

TO: Chairwoman
District Commissioners

FROM: Rebecca Shelton *RMS*
Acting Director, Department of Water Resources

THROUGH: Kris Campbell *KC*
Deputy Director, Department of Water Resources

SUBJECT: Change Order No. 01 (Final)
BL004-21, Lanier and Shoal Creek Filter Plants Phase 2 Chlorine System
Improvements Project No. F-1382-04-3-03

DATE: December 1, 2022

PREVIOUS CHANGE ORDER SUMMARY:

N/A – this is Change Order No. 1 (Final).

REQUESTED ACTION:

Request to approve Change Order No. 1 (Final) to BL004-21, Lanier and Shoal Creek Filter Plants Phase 2 Chlorine System Improvements with Crowder Construction Company in the amount of (\$99,788.16) with a contract time extension of 192 calendar days.

EXPLANATION OF CURRENT STATUS OF CHANGE ORDER:

All work associated with this Change order has been completed.

DESCRIPTION:

The chlorine system improvements at both filter plants are intended to continue DWR's regular program of periodic proactive replacement of PVC piping and valves used for conveyance of chlorine gas and solution used for disinfection of the treated water before distribution to customers. Periodic replacement of PVC piping and valves in this application provides assurance that pipe integrity is maintained throughout its service life. In addition to replacement of pipe and valves, at DWR's request the project also included replacement of aging equipment in the chlorine handling areas at the Lanier Filter Plant, including replacement of ventilation equipment, doors, and the trolley and hoist used for transporting 1-ton cylinders of chlorine between the delivery truck and the storage room.

With DWR's decision to advance the design and construction of a new facility for storage and feed of various treatment chemicals, including chlorine, at the Lanier Filter Plant, the need for certain improvements to the existing chlorine storage and feed facilities was reduced. As a result, significant portions of the chlorine piping replacement scope were removed from the construction contract. DWR requested modifications to the chlorine piping system to facilitate proper chlorine dosing during filter cleaning activities.

A change in the specified chlorine cylinder hoist unit was made to provide the required vertical clearance between cylinders as they pass over the in-place cylinders. This change resulted in a cost increase for the new unit and an extension of 192 calendar days in contract time due to delays in fabrication and delivery of the trolley and hoist unit.

NEED OR BENEFIT:

The contract changes resulted in meeting the goals of maintaining the safety and integrity of the various chlorine handling facilities at both filter plants, while eliminating investment in replacement of piping and other systems at the Lanier Filter Plant that will become obsolete upon completion of the new chemical building. The replacement of the chlorine cylinder hoist provides for a larger lifting capacity and adequate vertical clearance to ensure that safe handling of this hazardous chemical can be achieved.

NEGOTIATED COST SAVING:

The change order cost for each additional work item was reviewed by the design engineer and the owner to achieve a reasonable value for the work completed.

RECOMMENDATION:

Recommend approval of Change Order No. 1 (Final) to BL004-21 Lanier and Shoal Creek Filter Plants Phase 2 Chlorine System Improvements with Crowder Construction Company in the amount of (\$99,788.16) with a time extension of 192 calendar days. The contract amount will change from \$936,100.00 to \$836,311.84.

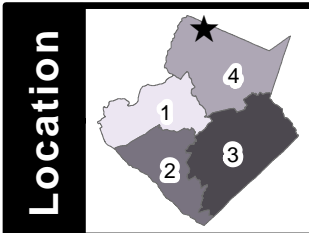
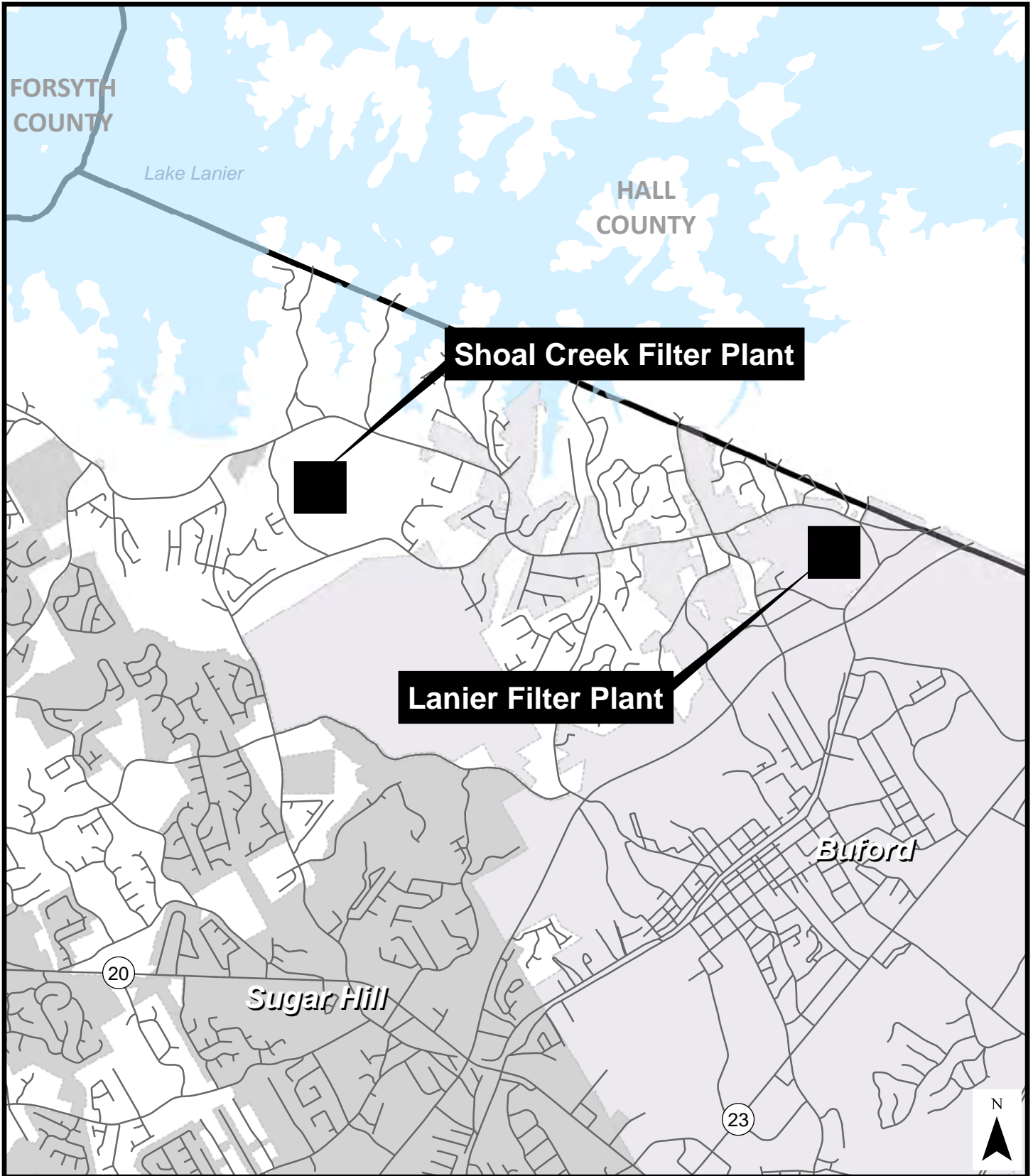
cc: File
Project Manager: Hussein Khorramzadeh
Section Manager: Nancy Gonce

The complete detailed list is shown below; the changes generally fall into the classifications as indicated.

New Requirement		Unforeseen Condition		Professional Errors & Omissions		County Request		Project Close-out and/or Progress Adjustments- Not included in Change Order	
Item	\$	Item 3	\$18,592.86	Item	\$	Item 1	\$ 24,416.70	Item 11	\$ (1,950.00)
Item	\$	Item 6	\$ 3,455.64	Item	\$	Item 2	\$ 4,939.08	Item 12	\$ (3,150.00)
Item	\$	Item	\$	Item	\$	Item 4	\$ (3,542.69)	Item	\$
Item	\$	Item	\$	Item	\$	Item 5	\$ (137,174.09)	Item	\$
Item	\$	Item	\$	Item	\$	Item 7	\$ (8,887.27)	Item	\$
Item	\$	Item	\$	Item	\$	Item 8	\$ (5,242.20)	Item	\$
Item	\$	Item	\$	Item	\$	Item 9	\$ (16,557.00)	Item	\$
Item	\$	Item	\$	Item	\$	Item 10	\$ 25,310.81	Item	\$
\$		\$22,048.50		\$		\$ (116,736.66)		\$ (5,100.00)	
Total Dollar Amount Effect of the Change Order & Project Close-out						\$ (99,788.16)			

New Requirement	
Item #	Description
Unforeseen Condition	
Item #	Description
3	Due to limited clearance between the hook of the new larger 3-ton capacity hoist and the chlorine cylinders placed on the scales in the LFP Chlorine Storage Room, the hoist was changed to an alternate low headroom unit to provide the required clearance for transporting cylinders. An additional 192 days was needed for fabrication and delivery of the chlorine container hoist and trolley.
6	At the Lanier Filter Plant Chemical Building Storage Room, the existing abandoned roof drain piping conflicted with new HVAC ductwork. The abandoned roof drain piping was removed to allow for the installation of the new HVAC ductwork.
Professional Errors & Omissions	
Item #	Description
County Request	

Item #	Description
1	LFP requested adding Schedule 80 PVC chlorine solution piping, valves and fittings in the Filter Buildings. The piping consisted of 4-inch header piping, 2-inch connection piping and associated valves. This piping allows plant operations to periodically super-chlorinate the filters for maintenance cleaning and reducing biogrowth on the media.
2	SCFP requested adding Schedule 80 PVC chlorine gas pipe, valves, and fittings in the Chlorinator room to provide redundancy so that each chlorinator would be capable of feeding chlorine solution to any application point in the Filter Building.
4	The existing exposed double-wall containment PVC piping in the SCFP Ozone Building was replace with single-wall PVC Schedule 80 PVC for consistency of piping materials and types.
5	LFP reduced the extent of the planned PVC pipe and valve replacement. The PVC chlorine solution piping replacement (interior and exterior) was no longer needed and would be replaced as part of the upcoming LFP Chemical Building project.
7	LFP requested eliminating the replacement of the 4-inch chlorine solution piping in the Clearwell Junction Structure. The piping will be reconfigured as part of the upcoming LFP Chemical Building project.
8	LFP requested not to proceed with the replacement of two single-leaf doors in the Chlorine Storage Room. The doors are in acceptable condition and the building will be abandoned with the upcoming LFP Chemical Building project.
9	LFP requested deleting the replacement of the intake louvers and motorized dampers in the Chlorine Storage Room. The intake louvers and dampers are in acceptable condition and the building will be abandoned with the upcoming LFP Chemical Building project.
10	LFP requested additional re-painting be performed in the Chlorine Storage Room. The additional scope included the wall columns, ceiling steel beams, all non PVC-coated conduit, monorail beam inside the Chlorine Storage Room, exterior monorail beam and supports, and the existing chlorine gas header piping support frame.
Project Close-out and/or Progress Adjustments	
Item #	Description
11	Bid Item No. 3: Removal and replacement of wall-mounted pipe supports, anchors, brackets, clips, fasteners and appurtenances, up to 8 feet in length.
12	Bid Item No. 4: Removal and replacement in kind of ceiling-supported pipe supports, anchors, hanger rods, horizontal supports, brackets, clips, fasteners, and appurtenances, up to 6 feet in horizontal length.



Project Name: LFP and SCFP Phase 2 Chlorine Sys Improvements.

Project Number: F-1382-04

Commission District: 4 - Holtkamp



Date: 12/16/2022



Project Information

Project Name: LFP and SCFP Phase 2 Chlorine Sys Improvements.

Project Number: F-1382-04

Commission District: 4 - Holtkamp

Project Description: The project will improve safety and reliability conditions at both plants by improving chlorine container handling at LFP, improving emergency chlorine gas containment and venting at LFP, replacing outdated chlorine solution piping at SCFP, LFP and improving chlorine storage room lighting at both plants.



CONTRACT CHANGE ORDER NO. 1 (FINAL)

Project Name: Lanier and Shoal Creek Filter Plants Phase 2 Chlorine System Improvements

Bid #: BL004-21

Project #: F1382-04-3-03

Change Order No. 1/Final

Previous Contract Amount: \$936,100.00

Amount of Change Order: (\$99,788.16)

Revised Contract Amount: \$836,311.84

Original Contract Time: 330 days

Contract Extension per CO #1-Final: 192 days

Revise Contract Time: 522 days

REVISION DESCRIPTION

The following abbreviations and subsequent definitions are used in this document:

RFI Request for Information, typically asked by the Contractor, for clarification of work items. The response may or may not develop a change. If changes are initiated that may affect contract price or contract time, the RFI is followed by a Request for Pricing or a Request for Change.

DC Design Clarification for clarification to contract drawings. The response may or may not develop a change. If changes are initiated that may affect contract price or contract time, the DC is followed by a Request for Pricing or Request for Change.

RFP Request for Pricing, typically asked by the Engineer in response to a change in contract price or contract time, usually as a result of a clarification (See RFI or DC). This RFP may be in the form of additional work or a credit for work not performed.

RFC Request for Change Order, the work has been clarified, the price for the work has been negotiated, and the resultant is a request from the Contractor/Engineer to proceed with the work and formalize the Change Order.

FO / PCO Field Order is the terminology used for a Proposed Change Order (PCO), issued from the Contractor, proposing price adjustments or time adjustments, usually as a result of a RFP.

Modifications to Contract Amount

Item	Reference Project Document	Modifications	Change (Amount)
1.	Reference: RFP/PCO-1	LFP Water Production requested adding Schedule 80 PVC chlorine solution pipe, valves and fittings in Filter Buildings 1 and 2 to provide plant personnel with a means to periodically super-chlorinate the filters for maintenance cleaning and reduction of biogrowth on the media. Piping consisted of 4" header piping and 2" connection piping, and associated valves.	\$24,416.70
2.	Reference: RFP/PCO-2	SCFP Water Production requested addition of Schedule 80 PVC chlorine gas pipe, valves and fittings in the Chlorinator Room to provide redundancy so each chlorinator would be capable of feeding chlorine solution to any application point in the Filter Building.	\$4,939.08
3	Reference: RFP/PCO-3	Due to the lack of headroom between the hook of the specified hoist and the chlorine cylinder in the LFP Chlorine Storage Room, the hoist manufacturer and model was changed to an alternate low headroom unit to provide the required clearance.	\$18,592.86
4	Reference: RFP/PCO-4	The existing exposed double wall containment PVC piping in the SCFP Ozone Building was replaced with single-wall PVC Schedule 80 for consistency of piping materials and type.	(\$3,542.69)

5	Reference: RFP/PCO-5	LFP Water Production decided to reduce the extent of the planned PVC pipe and valve replacement at the Lanier Filter Plant. The work associated with the PVC chlorine gas piping replacement from the Chlorine Storage Room to the chlorinators was performed by Crowder per the contract. However, the work associated with the PVC chlorine solution piping replacement (interior and exterior) was removed from Crowder's scope of work.	(\$137,174.09)
6	Reference: PCO-6	At Lanier Filter Plant's Chemical Building Storage Room, the existing abandoned roof drain piping conflicted with the new HVAC ductwork. The abandoned roof drain piping was removed to allow for the installation of the new HVAC ductwork.	\$3,455.64
7	Reference: RFP/PCO-7	LFP Water Production requested Crowder not to proceed with replacement of the 4" chlorine solution piping and diffuser in the Clearwell Junction Structure. This portion of the scope was deleted.	(\$8,887.27)
8	Reference: RFP/PCO-8	LFP Water Production requested Crowder not to proceed with replacement of two single-leaf doors in the Chlorine Storage Room. This portion of the scope was deleted. Replacement of the double-leaf door at the monorail beam entrance was performed per the contract documents.	(\$5,242.20)

9	Reference: RFP/PCO-9	LFP Water Production requested Crowder not to proceed with replacement of the intake louvers and motorized dampers in the Chlorine Storage Room. This portion of the scope was deleted.	(\$16,557.00)
10	Reference: RFP/PCO-10	LFP Water Production requested that additional re-painting be performed in the Chlorine Storage Room. The additional scope included the following: Prepare and coat the wall columns, steel beams in ceiling, all conduit that is not PVC coated, monorail beam inside the Chlorine Storage Room, exterior monorail beam and supports, and the existing chlorine gas header piping support frame.	\$25,310.81
11	Reference: DC	Credit for wall-mounted pipe supports allowance that was included in the original contract. No additional wall-mounted pipe supports were required.	(\$1,950.00)
12	Reference: DC	Credit for ceiling-mounted pipe supports allowance that was included in the original contract. No additional ceiling-mounted pipe supports were required.	(\$3,150.00)
SUMMARY TOTAL FOR CONTRACT AMOUNT:			(\$99,788.16)

Modifications to Contract Time

Item	Reference Project Document	Modifications	Change (Days)
1.	Reference: RFP/PCO-3	Time extension due to the delay in fabrication and delivery of the chlorine container hoist and trolley unit	+192
SUMMARY TOTAL FOR ADDITIONAL TIME:			+192

Modifications to Contract Language
 None


Contractor acknowledges and agrees that the execution of this Change Order constitutes full, complete, and irrevocable waiver, discharge, and release by Contractor and its subcontractors and suppliers, of any and all claims for additional compensation for work performed, or cost incurred, for work within the scope of this Change Order, and, furthermore, Contractor acknowledges and agrees that such execution constitutes full, complete, and irrevocable waiver, discharge and release by Contractor and its subcontractors and suppliers, of any and all claims for delay, acceleration, hindrance, impact, or interference, of every kind or nature, arising out of, or relating to, any acts or omissions of the County; the County's employees, agents or representatives; the Engineer; or other individuals or entities employed or retained by the County in connection with work within the scope of this Change Order. Contractor shall hold harmless and indemnify the County from any such claims.

Except as expressly modified by this Change Order, all other terms and conditions of this Contract remain in full force and effect.

The foregoing modification of said contract is hereby accepted.

Crowder Construction Company
(Contractor)

Gwinnett County
(Owner)

BY: 
(Signature)

BY: _____

Jeremy Mullins

DATE: _____

(Print Name)

TITLE: Project Manager

ATTEST: _____

DATE: 11/10/2022

ATTEST: Karl S. Francis
(Corporate Secretary)

APPROVED AS TO FORM:

Karl S. Francis
(Print Name)

Gwinnett County Staff Attorney

Digitally signed by Karl S. Francis
DN: cn=Karl S. Francis, o=Karl S. Francis, ou=Crowder Construction
Inc., email=Karl.S.Francis@crowderinc.com, c=US
Date: 2022.11.10 13:21:17 -0500

Gwinnett County Board of Commissioners Agenda Request

GCID #	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing
20230032	20211053		
Department:	Water Resources	Date Submitted:	12/15/2022
Working Session:	01/17/2023	Business Session:	01/17/2023
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 a Contract Item Agreement (CIA) with the Georgia Department of Transportation (GDOT), for utility relocations associated with the SR 140 Jimmy Carter at SR 13 Buford Intersection, GDOT P.I. 0015983, for an estimated cost of \$672,330.00. 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 January 9, 2023, Vote 4-0.		
Department Head	rmshelton (12/16/2022)		
Attorney	nlwood (1/10/2023)		
Agenda Purpose Only			

Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	Water & Sewer R&E	\$3,350,257*	\$672,330	mbwoods (1/6/2023)
Finance Comments	*Amount available in Utility Relocation Program project.			FinDir's Initials
				bjalexzulian (1/6/2023)

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"/>	
		Vote



MEMORANDUM

TO: Chairwoman
District Commissioners

THROUGH: Rebecca Shelton *RMS*
Acting Director, Department of Water Resources

FROM: Kris Campbell *KC*
Deputy Director, Department of Water Resources

SUBJECT: Execution of Contract Item Agreement with Georgia DOT:
SR140 Jimmy Carter Blvd at SR13 Buford Hwy Intersection Project – Water and
Sewer Relocations
DWR project number M-1238-08
District: 1/Carden

DATE: November 7, 2022

REQUESTED ACTION

The Department of Water Resources (GCDWR) requests approval/authorization for the Chairwoman to execute a Contract Item Agreement (CIA) with the Georgia Department of Transportation (GDOT) for water and sewer relocations associated with the SR140 Jimmy Carter Blvd at SR13 Buford Hwy Intersection Project.

DESCRIPTION

GDOT will be constructing intersection improvements at SR140 Jimmy Carter Blvd and SR13 Buford Hwy. The project will impact existing water and sewer facilities which will need to be relocated or adjusted to accommodate the project. The proposed utility work will consist of relocating water and sewer mains along with water appurtenances such as meters, valves, and fire hydrants in conflict with the roadway improvements. The execution of this CIA will allow GDOT to include the utility relocation and adjustment work in their project.

FINANCIAL

DWR’s financial commitment to the project is contained in the CIA. The cost estimate for the utility relocation work is \$672,330.00.

Fiscal Year (FY)	Fund	Fund Center	Cost Center	Commitment Item	WBS Element	Amount
2023	504	211000		50807000	M-1238-08-3-03	\$672,330.00

November 7, 2022

Execution of CIA with GDOT for water and sewer relocations associated with SR 140 Jimmy Carter Blvd at SR 13 Buford Hwy Operational Improvement

Page 2

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Transfer Required: Yes No x If Yes, transfer from:

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

Attachments: Financial Supplemental Report, Agenda Request, Water Project Map, Water Location Map, GDOT Memo 3 copies, GDOT Resolution 3 copies, GDOT GA Security and Immigration Affidavit 3 copies, CIA Cost Spreadsheet 3 copies, CIA 3 copies


cc: Adam Garmon, Division Director of Finance and Project Controls, DWR *AG*

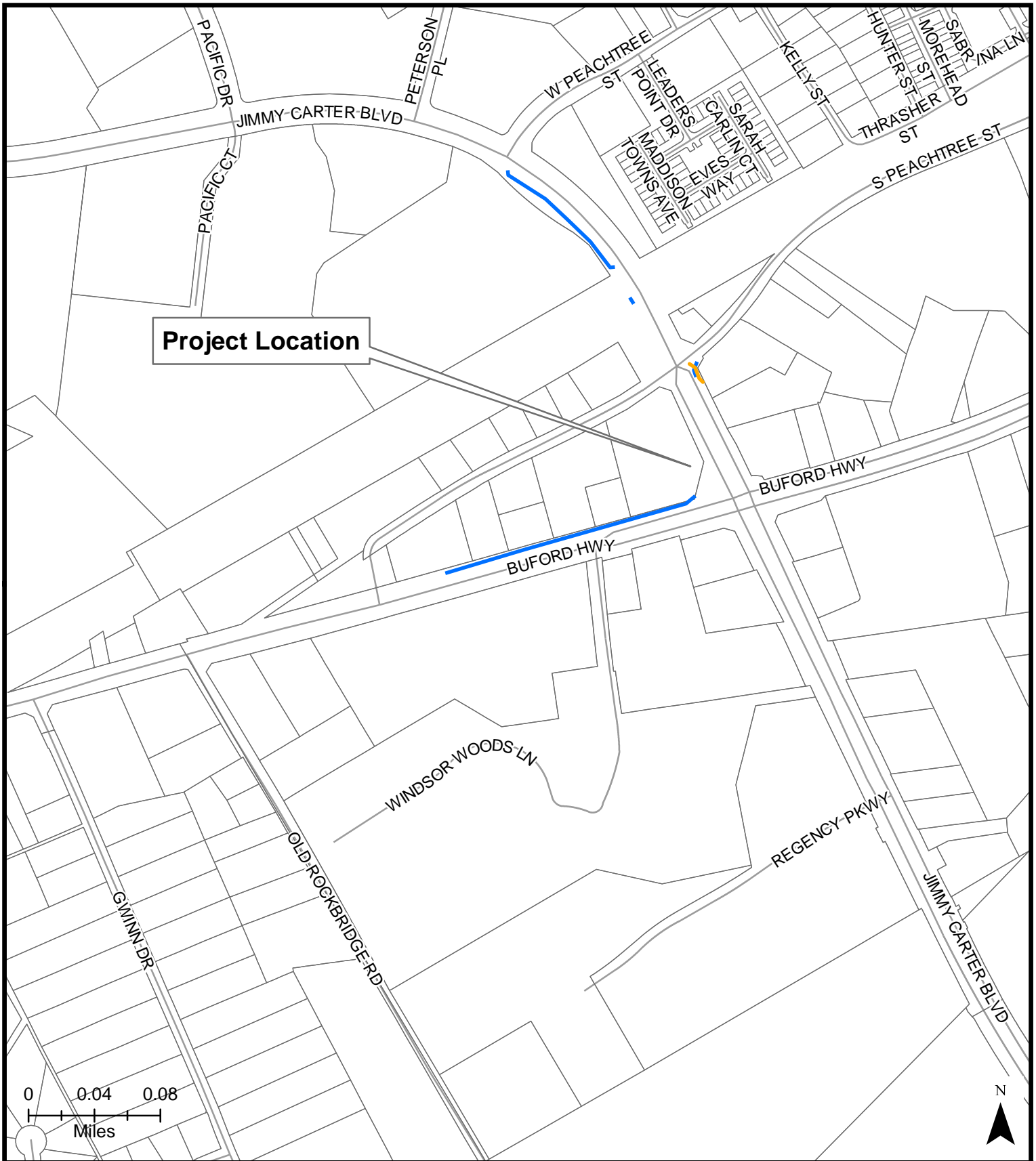


Project Information

Project Name: SR 140 @ US 23 / SR 13 Water Mains and Sewer Main Relocations
Project Number: F-0841-72 / M-1238-08
Commission District: 1 - Carden
Project Description: The proposed utility relocation work will consist of installing a total of 975 linear feet of 6-inch DIP, 8-inch DIP, 10-inch DIP, 16-inch DIP water mains and a total of 116 linear feet of 8-inch DIP sewer main. In addition, the project will include abandoning, adjusting, and relocating associated water and sewer appurtenances.

Date: 12/16/2022





Location



Project Name: SR 140 @ US 23 / SR 13 Water Mains and Sewer Main Relocations

Project Number: F-0841-72 / M-1238-08

Commission District: 1 - Carden



Date: 12/20/2022

Account No. – Class: 733005-309
Department ID: 4848010000
Program No.: 4181401

STANDARD UTILITY AGREEMENT
CONTRACT ITEM AGREEMENT

Georgia Project No.: N/A, Gwinnett County
G.D.O.T. P.I. No.: 0015983

THIS AGREEMENT, made this _____, by and between the Department of Transportation, an agency of the State of Georgia, hereinafter called the DEPARTMENT, first party, and Gwinnett County, a political subdivision of the State of Georgia, hereinafter called the LOCAL AGENCY, second party;

WITNESS that:

WHEREAS, the DEPARTMENT proposes under the above numbered project to reconstruct the intersection of State Route 140/Jimmy Carter Boulevard at State Route 13/US 23/Buford Highway in Gwinnett County, Georgia; and

WHEREAS, due to the construction of this project, it will become necessary to make certain adjustments or additional installation of utility facilities of the LOCAL AGENCY, the cost of which shall be determined in accordance with Articles 8, 9, & 10 below; and

WHEREAS, the LOCAL AGENCY has requested that the DEPARTMENT include the adjustment or installation of **water and sewer facilities** in its highway construction contract as shown on the attached plans; and

WHEREAS, this Agreement being for the sole purpose of providing a contractor for work performed on the LOCAL AGENCY'S **water and sewer facilities**, the LOCAL AGENCY shall bear the cost of said work to be determined as hereinafter set forth;

WHEREAS, the preliminary engineering, including preparation of detailed plans and contract estimate for adjustment of the utilities described above have been accomplished by the LOCAL AGENCY;

WHEREAS, the plans for the utility work have been approved by both the DEPARTMENT and the LOCAL AGENCY prior to commencing work;

NOW THEREFORE, in consideration of the premises and the mutual covenants of the parties hereinafter set forth, it is agreed:

1. All construction engineering and contract supervision shall be the responsibility of the DEPARTMENT and the DEPARTMENT shall be responsible to assure that all utility work is accomplished in accordance with plans and specifications and to consult with the LOCAL AGENCY or LOCAL AGENCY'S Consultant before authorizing any changes or deviations which affect the LOCAL AGENCY'S facility.

STANDARD UTILITY AGREEMENT
CONTRACT ITEM AGREEMENT

2. The LOCAL AGENCY or the LOCAL AGENCY'S Consultant shall have the right to visit and inspect the work at any time and advise the DEPARTMENT'S Engineer of any observed discrepancies or potential problems. The DEPARTMENT agrees to notify the LOCAL AGENCY when all utility work is completed and ready for final inspection by the LOCAL AGENCY.

3. It is specifically understood that the project number shown above is for the DEPARTMENT'S identification purposes only and may be subject to change by the DEPARTMENT. In the event it becomes necessary for the DEPARTMENT to assign a different project number, the DEPARTMENT shall notify the LOCAL AGENCY of the new project designation. Such change in project designation shall have no effect whatsoever on any of the other terms of this Agreement.

4. The DEPARTMENT shall include in its contract for this project all work necessary to accomplish the adjustment of the LOCAL AGENCY'S facilities as shown on the highway plans along with the necessary specifications to assure that the work conforms to sound construction practices.

5. In the event it becomes necessary to add pay items that are not provided for in the contract, the DEPARTMENT shall negotiate prices with the contractor and enter into a supplemental agreement with the contractor for completion of the additional items. Upon notification, the LOCAL AGENCY shall furnish a check for the additional cost as determined in Article 8 below.

6. The DEPARTMENT shall furnish on the project the construction engineering inspection and testing by its own forces required to assure that the work is done in accordance with the plans, specifications and Special Provisions.

7. Upon completion of the work and upon certification by the DEPARTMENT'S engineers that the work has been completed in accordance with the aforesaid plans and specifications, the LOCAL AGENCY shall accept the adjusted and additional facilities and shall thereafter operate and maintain the adjusted and additional facilities without further cost to the DEPARTMENT or its contractor. Such maintenance and all operations and activities shall be subject to the DEPARTMENT'S rules, policies and procedures as contained in its Utility Accommodation Policy and Standards, current edition.

8. The DEPARTMENT shall include in its highway contract those items shown as "materials" for permanent installation on the aforesaid plans. The price bid for the appropriate items shall include all labor, materials and incidentals necessary to complete the work. The cost of the requested work shall be determined from unit quantities and unit prices as shown in the DEPARTMENT'S tabulation of bids. The approximate non-binding pre-let estimate, not including betterment, is **\$672,330.00** based on the LOCAL AGENCY'S estimate attached hereto of which the Department shall bear **\$0.00 or 0%** and the LOCAL AGENCY shall bear **\$672,330.00 or 100%**.

STANDARD UTILITY AGREEMENT
CONTRACT ITEM AGREEMENT

9. It is mutually agreed that as soon as practicable after the opening of bids and acceptance of a bid by the DEPARTMENT, the DEPARTMENT shall notify the LOCAL AGENCY in writing of the amount due the DEPARTMENT. The LOCAL AGENCY shall pay to the DEPARTMENT the amount due within sixty (60) days.

10. It is further mutually agreed that the final cost of the work performed on behalf of the LOCAL AGENCY shall be determined by measurement of the actual quantities of installed materials, including added items under Article 5, multiplied by the actual bid prices. Accordingly, after the project has been completed, the DEPARTMENT shall determine the final cost to be borne by the LOCAL AGENCY and, as the case may be, shall refund to the LOCAL AGENCY or shall request of the LOCAL AGENCY an additional payment in the amount of the difference between the final cost to be borne by the LOCAL AGENCY and the amount which the LOCAL AGENCY has previously paid to the DEPARTMENT. In the event additional payment is due to the DEPARTMENT, the LOCAL AGENCY agrees to pay same within sixty (60) days after the statement is received from the DEPARTMENT. In the event a refund is due the LOCAL AGENCY, the DEPARTMENT agrees to pay the LOCAL AGENCY within sixty (60) after the refund amount is determined or final acceptance is made by the DEPARTMENT.

11. The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

12. Pursuant to O.C.G.A. Sec. 50-5-85, LOCAL AGENCY hereby certifies that it is not currently engaged in, and agrees that for the duration of this contract, it will not engage in a boycott of Israel.

13. It is mutually agreed between the parties hereto that this document shall be deemed to have been executed in the Fulton County, Georgia, and that all questions of interpretation and construction shall be governed by the laws of the State of Georgia.

14. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Any party providing an electronic signature agrees to promptly execute and deliver to the other parties an original signed Agreement upon request.

STANDARD UTILITY AGREEMENT
CONTRACT ITEM AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as original by their authorized representative the day and date hereinabove written.

GWINNETT COUNTY

BY: _____
CHAIRWOMAN

Signed on behalf of Gwinnett County pursuant to resolution dated _____.

FEIN _____

BY: _____
SECRETARY/ASST.SECRETARY
(OFFICIAL SEAL)

RECOMMENDED:

ACCEPTED: _____

DEPARTMENT OF TRANSPORTATION

BY: _____
STATE UTILITIES ADMINISTRATOR

BY: _____
COMMISSIONER

PROJECT NO.: N/A
COUNTY: Gwinnett
G.D.O.T. P.I. NO.: 0015983
DATE: August 22, 2022 DB

Signed, sealed and delivered this _____
day of _____, 20 _____,

(OFFICIAL SEAL OF THE DEPARTMENT)

I attest that the seal imprinted herein is the Official Seal of the DEPARTMENT.

BY: _____
TREASURER
OFFICIAL CUSTODIAN OF THE SEAL

STANDARD UTILITY AGREEMENT
CONTRACT ITEM AGREEMENT

RESOLUTION

STATE OF GEORGIA

GWINNETT COUNTY

BE IT RESOLVED by the CHAIRWOMAN and the Board of Commissioners of Gwinnett County, and it is hereby resolved, that the foregoing attached Agreement, relative to project N/A, GWINNETT COUNTY, P.I. No. 0015983 to reconstruct the intersection of State Route 140/Jimmy Carter Boulevard at State Route 13/US 23/ Buford Highway in Gwinnett County and that Ms. Nicole Love Hendrickson as Chairwoman and _____, as County Clerk, be and they are, thereby authorized and directed to execute the same for and in behalf of said by the Chairwoman and the Board of Commissioners of Gwinnett County.

Passed and adopted, this the _____ day of _____, 20____.

ATTEST:

COUNTY CLERK

BY: _____
CHAIRWOMAN

STATE OF GEORGIA,

GWINNETT COUNTY

I _____, as County Clerk, do hereby certify that I am custodian of the books and records of the same, and that the above and foregoing copy of the original is now on file in my office, and was passed by the Chairwoman and the Board of Commissioners of Gwinnett County. WITNESS my hand and official signature, this the _____ day of _____,

20____.

BY: _____
COUNTY CLERK



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	GWINNETT COUNTY
Solicitation/Contract No./ Call No. or Project Description:	Project No. N/A, P.I. No. 0015983, Gwinnett County, To reconstruct the intersection of State Route 140/Jimmy Carter Boulevard at State Route 13/US 23/ Buford Highway.

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of the Georgia Department of Transportation has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number
(EEV/E-Verify Company Identification Number)

Date of Authorization

Name of Contractor

I hereby declare under penalty of perjury that the foregoing is true and correct

Printed Name (of Authorized Officer or Agent of Contractor)

Title (of Authorized Officer or Agent of Contractor)

Signature (of Authorized Officer or Agent)

Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

____ DAY OF _____, 20____

[NOTARY SEAL]

Notary Public

My Commission Expires: _____

Gwinnett County Board of Commissioners Agenda Request

GCID #		Group With GCID #:		<input checked="" type="checkbox"/> Rezoning <input checked="" type="checkbox"/> Public Hearing	
20221333					
Department:		Planning & Development		Date Submitted: 11/16/2022	
Working Session:		01/17/2023	Business Session:	01/17/2023	Public Hearing:
Submitted By:		tmdial			
Agenda Type		Rezoning	Rezoning Type	RZR	
Item of Business:					
2022-00036, Applicant: Direct Residential Communities; Owner: BSD-Gwinnett LP; Rezoning with Concurrent Variances of Tax Parcel Nos. R5095 004A and 004B; 1500 Block of Compton Woods Drive and 3600 Block of Stephens Road; R-100 to OSC for a Single-Family Detached Subdivision; 24.69 acres; District 3/Watkins					
Land Lot:	095	Parcel:	004A and 004B		
District:	5				
Attachments		Department Case Report with Planning Commission Recommendation			
Authorization:		Chairwoman's Signature?	Yes		
Department Head		tmdial (1/9/2023)			
District		For	Against	Abstained	Absent
District 1 Imran Niazi		X			
District 1 Michael Park		X			
District 2 Anthony Crotser		X			
District 2 Rich Edinger		X			
District 3 Ben Archer		X			
District 3 Glen Williams		X			
District 4 LaShaun Lovett			X		
District 4 Gabe Okoye					X
At Large Jerry James		X			
Comments					
County Clerk Use Only		Planning and Development		Planning Commission	
Working Session		Recommendation:		Recommendation:	
Action		<input type="checkbox"/> Approve		<input type="checkbox"/> Tabled - Date	
Tabled		<input checked="" type="checkbox"/> Approve with Conditions		<input type="checkbox"/> Approve	
Motion		<input type="checkbox"/> Appr w/ Cond As		<input checked="" type="checkbox"/> Approve with Conditions	
2nd by		<input type="checkbox"/> Deny w/out Prejudice		<input type="checkbox"/> Approve with Conditions As	
Vote		<input type="checkbox"/> Deny PH was Held? <input checked="" type="checkbox"/>		<input type="checkbox"/> Deny	
5-0; Hendrickson-Yes; Carden-Yes; Ku-Yes; Watkins-Yes; Fosque-Yes		<input type="checkbox"/> No Recommendation		<input type="checkbox"/> Deny w/out Prejudice	
				<input type="checkbox"/> No Recommendation	

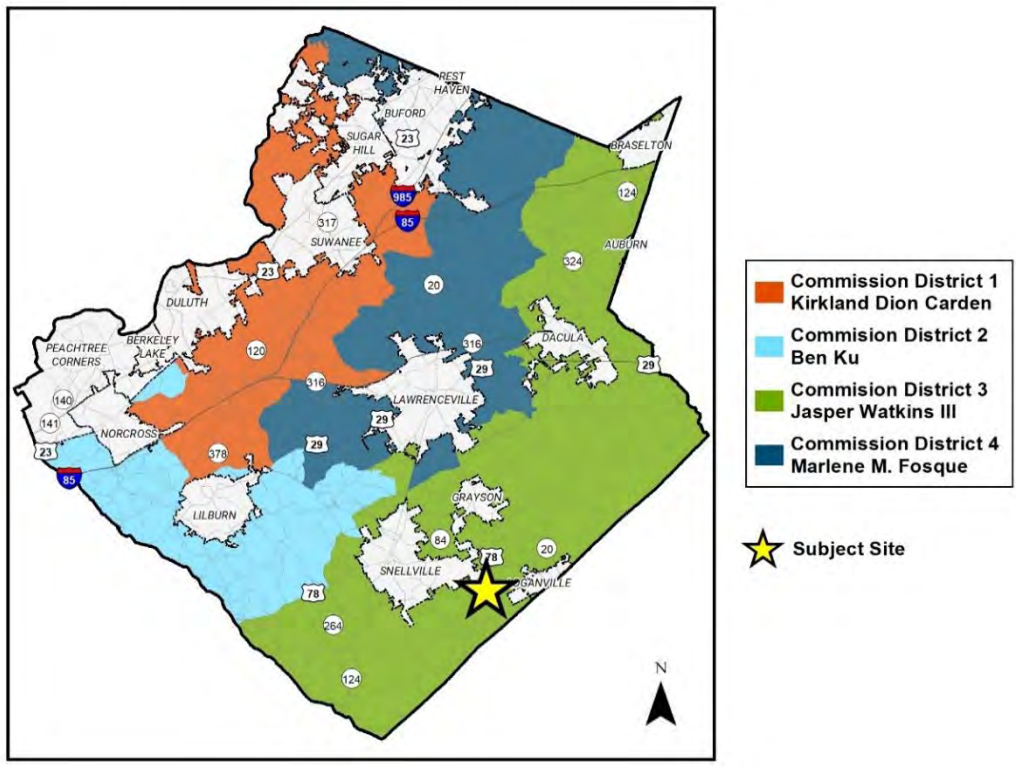


PLANNING AND DEVELOPMENT DEPARTMENT CASE REPORT

Case Number: RZR2022-00036
Current Zoning: R-100 (Single-Family Residence District)
Request: Rezoning to **OSC** (Open Space Conservation District)
Additional Requests: Variances
Address: 1500 Block of Compton Woods Drive and 3600 Block of Stephens Road
Map Number: R5095 004A and 004B
Site Area: 24.69 acres
Lots: 58
Proposed Development: Single-Family Detached Subdivision
Commission District: District 3 – Commissioner Watkins
Character Area: Established Neighborhoods

Staff Recommendation: **APPROVAL WITH CONDITIONS**

Planning Commission Recommendation: **APPROVAL WITH CONDITIONS**



Planning Commission Advertised Public Hearing Date: 12/5/2022
Board of Commissioners Advertised Public Hearing Date: 12/13/2022 (Public Hearing Held/Action Tabled to 1/17/2023)

Applicant: Direct Residential Communities
P.O. Box 422238
Atlanta, GA 30342

Owner: BSD-Gwinnett LP
2570 Lake Erin Drive
Tucker, GA 30084

Contact: Jared Brode

Contact Phone: 706.892.6633

Zoning History

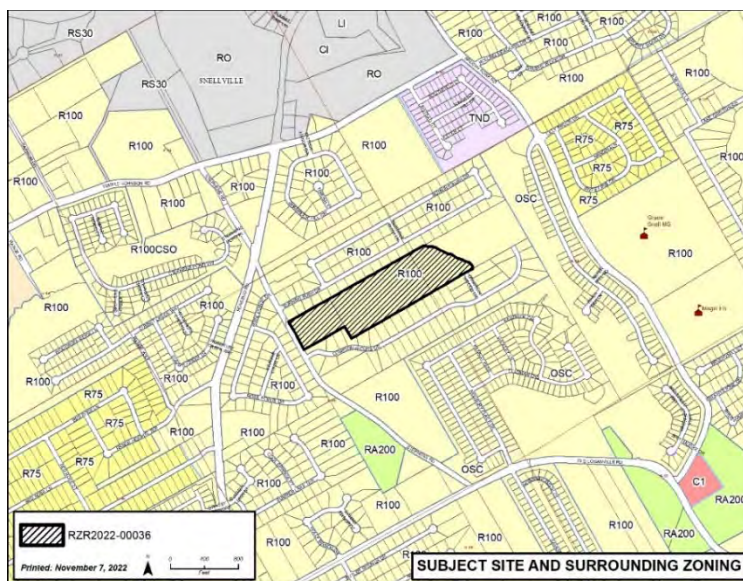
The subject property is zoned R-100 (Single-Family Residence District). In 1973, the site was rezoned from RA-200 (Agriculture-Residence District) to R-100 as part of an areawide rezoning.

Existing Site Condition

The subject site is a 24.69-acre assemblage of two parcels located on Stephens Road south of its intersection with Rosebud Road. The entirety of parcel R5095 004B and a portion of parcel R5095 004A are proposed for rezoning. There is a single-family residence constructed in 1962 on parcel R5095 004B with vegetation and tree canopy in the rear yard. Parcel R5095 004A is undeveloped with significant tree canopy throughout the site. A cell tower is located on the portion of parcel R5095 004A that is accessed by an easement from Compton Woods Drive and is not proposed for rezoning. A stream and associated buffers bisect the rear of the site. The site slopes downward towards the stream and from the southern property line to the northern property line approximately 24 feet. A utility pole and overhead utilities are on the southern portion of the property frontage on Stephens Road. There is no sidewalk on either side of Stephens Road. The nearest Gwinnett County Transit stop is located 8.0 miles from the subject site.

Surrounding Use and Zoning

The subject site is surrounded by single-family detached subdivisions and residences on large lots. The site is located approximately 0.5 miles to the south of the City of Snellville on Stephens Road and approximately 1.5 miles to the west of the City of Loganville. The following is a summary of surrounding uses and zoning:



Location	Land Use	Zoning	Gross Density
Proposed	Single Family Residential	OSC	2.42 units per acre
North	Single-Family Residential	R-100	2.18 units per acre
East	Single-Family Residential	OSC	1.97 units per acre
South	Single-Family Residential	R-100	1.45 units per acre
West	Single-Family Residential	R-100	2.11 units per acre

Project Summary

The applicant requests the rezoning of a 24.69-acre assemblage of two parcels from R-100 to OSC for a single-family detached subdivision, including:

- 58 single-family detached homes, yielding a density of 2.42 units per acre.
- Heated floor areas ranging from 2,299 to 2,838 square feet.
- Exterior building materials of brick, cedar, and/or cementitious siding.
- 27-foot-wide internal public streets, terminating in cul-de-sacs.
- Access via a single entrance from Stephens Road with a deceleration lane.
- A 5-foot-wide sidewalk along Stephens Road extending the length of the property and 4-foot-wide sidewalks on both sides of the internal streets.
- A stormwater management facility near the southeast portion of the property, outside of the stream buffers and flood hazard area.
- A 50-foot-wide required conservation space strip along the northern and southern property lines.
- A 50-foot-wide required street frontage buffer along Stephens Road.
- Common area provided throughout the site in excess of the minimum required 20 percent, consisting of conservation strips, stream buffers, and open space.
- A mailbox kiosk located near the rear of the site.

Zoning and Development Standards

The applicant is requesting a rezoning to OSC, Open Space Conservation District. The following is a summary of applicable development standards from the Unified Development Ordinance (UDO):

Standard	Required	Proposed	Meets Standard?
Building Height	Maximum 35'	35'	YES
Front Yard Setback	Minimum 25'	25'	YES
Side Yard Setback	Minimum 7.5'	7.5'	YES
Rear Yard Setback	Minimum 30'	25'	NO*
Lot Width	Minimum 60'	≥60'	YES
Off-Street Parking	Minimum: 116 spaces Maximum: 348 spaces	232 spaces	YES
Heated Floor Area	Minimum: 1,400 square feet	2,299 square feet	YES
Buffer and Transition	50' conservation strip adjacent to R-100 and RA-200 properties	50'	YES
Conservation area	Minimum 25% or 6.17 acres	27.9% or 6.90 acres	YES
Density	Maximum 2.5 units per acre	2.42 units per acre	YES
Streets	Maximum 600' in length	>600 feet	NO**

*Per UDO Table 230.1, The dimensional standard for the OSC zoning district require a 30-foot rear yard setback. The applicant is requesting a rear yard setback variance.

**Per UDO sec 210-50.14, Approved cul-de-sac streets may be no longer than 600 feet in length. The applicant is requesting a variance from this requirement.

Variance Requests

In addition to the rezoning request, the applicant is seeking variances from the following provisions of Title II of the UDO:

1. Section 210-50.14. Public Improvements

A. Approved cul-de-sac streets may be no longer than 600 feet in length.

The applicant is proposing a cul-de-sac street up to approximately 840 feet in length, exceeding the maximum of 600 feet.

2. Section 230-10. Dimensional Standards of Zoning Districts

OSC minimum rear yard setback: 30 feet

The applicant is requesting a variance to reduce the rear yard setback for lots 1-8 and 36-58 from 30 feet to 25 feet.

Internal and External Agency Review

In addition to these Development Standards, the applicant must meet all other UDO requirements related to infrastructure improvements. Internal and external agency review comments are attached (Exhibit F). Standard site and infrastructure improvements will also be required related to transportation, stormwater, water, and sewer utilities. Recommended improvements not already required by the UDO have been added as staff recommended conditions.

Staff Analysis

Rezoning Request Analysis: According to the UDO, if a proposed amendment is for the rezoning of property and involves a change in zoning classification, the Department shall evaluate the request and make a recommendation with respect to the standards governing exercise of zoning power as defined in Section 270-20.5. After this evaluation, staff makes the following findings based on the standards from the UDO:

A. Whether a proposed zoning will permit a use that is suitable in view of the use and development of adjacent and nearby property.

The surrounding area is developed with single-family subdivisions, including several large subdivisions zoned OSC to the east and south of the site. An existing cell tower, accessed by an easement from Compton Woods Road, will remain to the west of the property on the portion of parcel R5095 004A that is to remain as R-100. The proposed rezoning to OSC is compatible with the existing zoning of the nearby properties.

B. Whether a proposed rezoning will adversely affect the existing use or usability of adjacent or nearby property.

The existing use and usability of adjacent or nearby properties would not be adversely affected by the proposed development. The site is surrounded by single-family subdivisions with comparable densities. A single-family detached subdivision in the OSC zoning district is located to the east of the site with a density of 1.97 units per acre. The residential use of the proposed development is in character with the surrounding area, and the proposed density is also consistent with the nearby single-family detached subdivisions.

C. Whether the property to be affected by a proposed rezoning has a reasonable economic use as currently zoned.

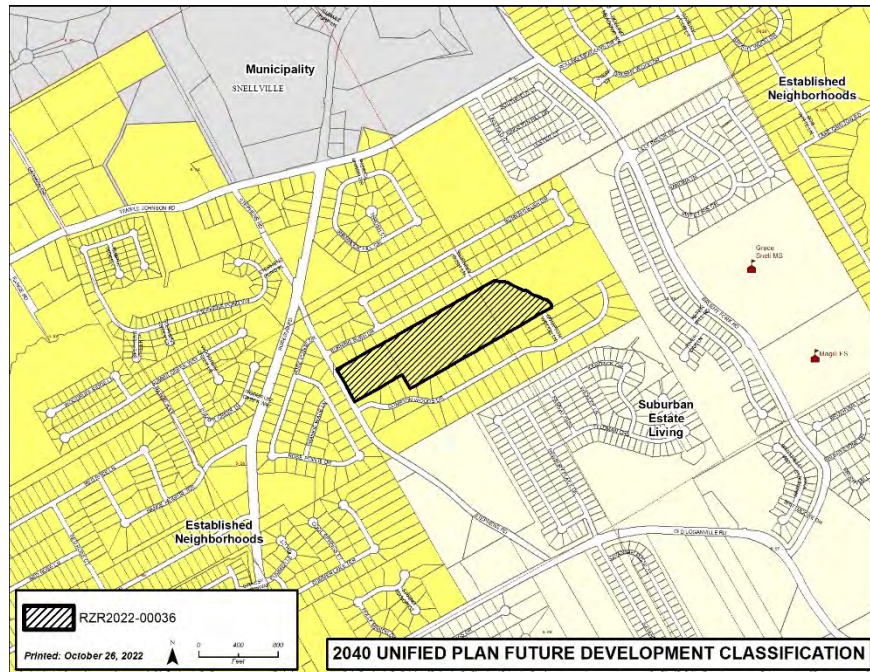
The property has a reasonable economic use as currently zoned.

D. Whether the proposed rezoning will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.

An increase in impacts on public facilities would be anticipated in the form of traffic, utility demand, and stormwater runoff; however, these impacts would be mitigated with appropriate conditions, site development requirements, and planning. An increased impact is anticipated on school enrollment. Agency review comments related to any potential improvements concerning this rezoning request are attached (Exhibit F).

E. Whether the proposed rezoning is in conformity with the policy and intent of the Unified Plan and Future Development Map.

The 2040 Unified Plan and Future Development Map indicates the subject property lies within the Established Neighborhoods Character Area. This Character Area designates well established neighborhoods and single-family residential areas that are unlikely to undergo any significant changes or redevelopment in the next 20 years. This Character Area includes those areas where changes in land use are not anticipated or encouraged, and any new development - including residential infill properties - should be consistent in scale, architecture, and use with surrounding properties. The applicant is proposing an open space conservation subdivision with a maximum density of 2.42 lots per acre, comparable to nearby subdivisions. Additionally, the homes will be constructed of brick, cedar, and/or cementitious siding, similar to nearby developments. Therefore, the proposed development is aligned with the intent of the 2040 Unified Plan.



F. Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the proposed rezoning.

The proposed development includes 58 single-family detached residences in an area primarily consisting of existing subdivisions. The proposed density of 2.42 units per acre is compatible with the existing subdivisions in the surrounding area. Additionally, there are OSC subdivisions to the east and south of the site. Approval of the rezoning request to OSC would be appropriate, given the character of the area and development pattern.

Variance Request Analysis: The standards for granting variances are outlined in Section 270-100.7 of the Unified Development Ordinance. Staff makes the following findings related to the variance requests:

The applicant is proposing a cul-de-sac street from Stephens Road to exceed the maximum of 600 feet in length. Due to the narrow width of the site along Stephens Road and the required 50-foot-wide conservation strip to the adjacent R-100 parcels, the developable area is limited. Additional cul-de-sac streets within the subdivision are less than 600' feet in length. The development requirements necessitate the variance request while site constraints warrant approval.

Additionally, the applicant is requesting a rear yard setback reduction of five feet for lots 1-8 and 36-58. The minimum lot size is 7,500 square feet for the OSC zoning district, and the applicant proposes a minimum heated floor area of 2,299 square feet. With a minimum 7.5-foot side yard setback and 25-foot front yard setback being met, there is no hardship to allow approval of the rear yard setback reduction variance request. The homes could be constructed to meet all setback requirements with the proposed minimum heated floor area provided. The condition for the variance request is imposed by action of the applicant.

Staff Recommendation

Based on the staff's evaluation of the request and the standards governing exercise of zoning power, the Department of Planning and Development recommends **APPROVAL WITH CONDITIONS** of the rezoning request.

In addition, Staff recommends **APPROVAL** of the following variance:

1. To allow streets to be longer than 600 feet without an intersection with another street or an alley.

Staff recommends **DENIAL** of the following variance:

2. To reduce the rear yard setback from 30 feet to 25 feet for lots 1-8 and lots 36-58.

Planning Commission Recommendation

Based on staff's evaluation of the request, information presented at the public hearing, and the Planning Commission's consideration of the standards governing the exercise of zoning power related to this application, the Planning Commission recommends **APPROVAL WITH CONDITIONS** of the rezoning request.

In addition, the Planning Commission recommends **APPROVAL** of the following variance request:

1. To allow streets to be longer than 600 feet without an intersection with another street or an alley.

The Planning Commission recommends **DENIAL** of the following variance request:

2. To reduce the rear yard setback from 30 feet to 25 feet for lots 1-8 and lots 36-58.

Planning Commission Recommended Conditions (includes Staff Recommended Conditions, as Amended)

Approval as **OSC (Open Space Conservation District)** for the development of a single-family detached subdivision, subject to the following conditions:

1. The proposed development shall be constructed in general conformance with Exhibit B: Site Plan dated received October 19, 2022, and Exhibit C: Building Elevations dated received October 6, 2022, with revisions required by conditions of approval and the Unified Development Ordinance, as reviewed and approved by the Department of Planning and Development.
2. The proposed development shall be restricted to single family detached homes and accessory uses and structures with a maximum of 58 lots.
3. All dwellings shall have at least a double-car garage.
4. All dwellings shall be constructed to meet Architectural Design Category 3.
5. A mandatory homeowners association shall be established and shall be responsible for maintenance of all common areas, facilities, and landscaping.

6. Natural vegetation shall remain on the property until the issuance of a development permit.
7. Stormwater BMP facilities shall be screened from view of adjoining properties and rights of way by decorative fencing and/or landscaping that is in compliance with the Gwinnett County Stormwater Management Manual.
8. The Stephens Road frontage shall be landscaped by the developer, where sparsely vegetated, and maintained by the homeowners association.
9. All grassed area shall be sodded.
10. Building lots shall not be located within any required stream buffers and accompanying impervious surface setbacks.
11. Primary conservation space shall include passive recreational amenities, paths, greenways or similar amenities subject to the review and approval of the Planning and Development Department.
12. A minimum of 30 feet of right-of-way from the centerline of Stephens Road shall be dedicated to the County.
13. **At no given time, no more than 10 percent of the homes can be rental properties.**

Exhibits:

- A. Site Visit Photos
- B. Site Plan
- C. Building Elevations
- D. Letter of Intent and Applicant's Response to Standards
- E. Application and Disclosure of Campaign Contributions
- F. Internal and External Agency Review Comments
- G. Maps

Exhibit A: Site Visit Photos



Property frontage on Stephens Road



Existing residence and driveway

Exhibit B: Site Plan

[attached]

Exhibit C: Building Elevations

[attached]

RECEIVED

10/6/22



RECEIVED

10/6/22



RECEIVED

10/6/22



RECEIVED

10/6/22



RECEIVED

10/3/22



Exhibit D: Letter of Intent and Applicant's Response to Standards

[attached]

RECEIVED

10/19/22



Gaskins + LeCraw

October 19, 2022

Board of Commissioners
Gwinnett County
446 West Crogan Street, Suite 300
Lawrenceville, GA 30046

LETTER OF INTENT: Rezoning and Land Use Amendment Request – 1550 and 3668 Stephens Road

Board of Commissioners,

On behalf of our client, Direct Residential, please accept this Letter of Intent to request to rezone property located at 1550 and 3668 Stephens Road. The Applicant is seeking to rezone the Subject Property from R100 to OSC. The Applicant is seeking to make this amendment in order to allow for a single family-detached community, with 58 dwelling units and a central mail kiosk.

The Applicant is seeking a variance from Section 210-50.14, which reads “Approved cul-de-sac streets may be no longer than 600 feet in length”. The Subject Property is constrained by the narrow shape and existing wetlands and streams. For this reason, a cul-de-sac street of more than 600’ in length is necessary for the proposed subdivision. This variance will not have an impact on other properties in the area.

The Applicant is also seeking a variance for lots 1-8 and 36-58 to reduce the rear setback from 30’ to 25’. The Subject Property is constrained by its narrowness and a 5’ setback reduction will allow the Applicant to construct homes that can fit appropriately on each lot. This variance will not have an impact on other properties in the area.

Thank you for your consideration of this application.

Sincerely,
Michelle Macauley

Michelle Macauley
Entitlements Director

3475 CORPORATE WAY - SUITE A - DULUTH, GA 30096 - 678.546.8100

RECEIVED

10/19/22



- A. *Whether a proposed rezoning will permit a use that is suitable in view of the use and development of adjacent and nearby property:*
The proposed rezoning will permit a use that is suitable in view of the use and development of adjacent property. The proposal is for single family-detached homes, which is consistent with surrounding development.
- B. *Whether a proposed rezoning will adversely affect the existing use or usability of adjacent or nearby property:*
The proposed rezoning will not adversely affect the existing use or usability of adjacent or nearby property.
- C. *Whether the property to be affected by a proposed rezoning has reasonable economic use as currently zoned:*
The property to be affected by a proposed rezoning does not have reasonable economic use as currently zoned. A new road is required in order to develop the site. Because the Subject Property is very narrow, especially Parcel 5095 004B adjacent to Stephens Road, it would not be possible to create a new road and develop a reasonable number of lots. Additionally, this is an infill development, making slightly smaller lots appropriate for the Subject Property.
- D. *Whether the proposed rezoning will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools:*
To the Applicant's knowledge, the proposed rezoning will not result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.
- E. *Whether the proposed rezoning is in conformity with the policy and intent of the land use plan:*
The Applicant is seeking to amend the Future Land Use Map from Low Density Residential to Medium/High Density Residential. The proposal is in conformity with the intent of the Future Land Use Map to develop the site for a residential use.
- F. *Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the proposed rezoning.*
To the Applicant's knowledge, there are no other existing or changing conditions affecting the use and development of the property which gives supporting grounds for either approval or disapproval of the proposed rezoning.

Exhibit E: Application and Disclosure of Campaign Contributions

[attached]

RECEIVED

10/19/22

REZONING APPLICATION

AN APPLICATION TO AMEND THE OFFICIAL ZONING MAP OF GWINNETT COUNTY, GA.

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
NAME: <u>Direct Residential Communities</u> ADDRESS: <u>P.O. Box 422238</u> CITY: <u>Atlanta</u> STATE: <u>GA</u> ZIP: <u>30342</u> PHONE: <u>706.892.6633</u> EMAIL: <u>JARED.BRODE@DIRECTRESIDENTIALHOMES.COM</u>	NAME: <u>BSD-GWINNETT LP</u> ADDRESS: <u>2570 Lake Erin Drive</u> CITY: <u>Tucker</u> STATE: <u>GA</u> ZIP: <u>30084</u> PHONE: _____ EMAIL: _____
CONTACT PERSON: <u>Jared Brode</u> PHONE: <u>706.892.6633</u> CONTACT'S E-MAIL: <u>JARED.BRODE@DIRECTRESIDENTIALHOMES.COM</u>	
APPLICANT IS THE: <input type="checkbox"/> OWNER'S AGENT <input type="checkbox"/> PROPERTY OWNER <input checked="" type="checkbox"/> CONTRACT PURCHASER	
PRESENT ZONING DISTRICTS(S): <u>R100</u> REQUESTED ZONING DISTRICT: <u>OSC</u> PARCEL NUMBER(S): <u>R5095 004B, Portion of R5095 004A</u> ACREAGE: <u>24.694</u> ADDRESS OF PROPERTY: <u>3668 and 1550 Stephens Road</u> PROPOSED DEVELOPMENT: <u>58 single family-detached homes</u>	

RESIDENTIAL DEVELOPMENT	NON-RESIDENTIAL DEVELOPMENT
No. of Lots/Dwelling Units <u>58</u>	No. of Buildings/Lots: _____
Dwelling Unit Size (Sq. Ft.): <u>2,299sf - 2,838sf</u>	Total Building Sq. Ft. _____
Gross Density: <u>2.34 units/acre</u>	Density: _____
Net Density: <u>2.42 units/acre</u>	

PLEASE ATTACH A LETTER OF INTENT EXPLAINING WHAT IS PROPOSED

RECEIVED

10/19/22

REZONING PROPERTY OWNER'S CERTIFICATION

THE UNDERSIGNED BELOW, OR AS ATTACHED, IS THE OWNER OF THE PROPERTY CONSIDERED IN THIS APPLICATION. THE UNDERSIGNED IS AWARE THAT NO APPLICATION OR REAPPLICATION AFFECTING THE SAME LAND SHALL BE ACTED UPON WITHIN 12 MONTHS FROM THE DATE OF LAST ACTION BY THE BOARD OF COMMISSIONERS UNLESS WAIVED BY THE BOARD OF COMMISSIONERS. IN NO CASE SHALL AN APPLICATION OR REAPPLICATION BE ACTED UPON IN LESS THAN SIX (6) MONTHS FROM THE DATE OF LAST ACTION BY THE BOARD OF COMMISSIONERS.

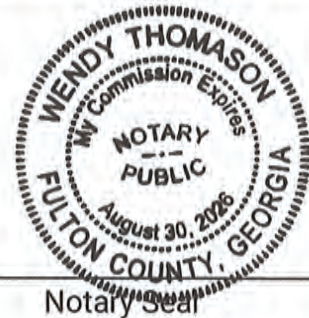
Lloyd S. Burns III
Signature of Property Owner

9/20/2022
Date

Lloyd S. Burns III Gen Partner of BSD-Gwinnett L.P.
Type or Print Name and Title

Wendy Thomason
Signature of Notary Public

9/20/2022
Date



Notary Seal

RECEIVED

10/19/22

CONFLICT OF INTEREST CERTIFICATION FOR REZONING

The undersigned below, making application for a Rezoning, has complied with the Official Code of Georgia Section 36-67A-1, et. seq, Conflict of Interest in Zoning Actions, and has submitted or attached the required information on the forms provided.

Jared Brode 8/24/22 Jared Brode Land Development Manager for Direct Residential Communities
SIGNATURE OF APPLICANT DATE TYPE OR PRINT NAME AND TITLE

SIGNATURE OF APPLICANT'S DATE TYPE OR PRINT NAME AND TITLE
ATTORNEY OR REPRESENTATIVE

Carolyn C. Mello 8/24/22
SIGNATURE OF NOTARY PUBLIC DATE



DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

Have you, within the two years immediately preceding the filing of this application, made campaign contributions aggregating \$250.00 or more to a member of the Board of Commissioners or a member of the Gwinnett County Planning Commission?

YES NO Jared Brode Land Development Manager for Direct Residential Communities

YOUR NAME

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

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

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

RECEIVED

10/19/22

2022 Taxes due on November 1, 2022

Gwinnett County Planning Division
Rezoning Application
Last Updated 10/2021

VERIFICATION OF CURRENT PAID PROPERTY TAXES FOR REZONING

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

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

PARCEL I.D. NUMBER: 5 - 95 - 004A, 004B
(Map Reference Number) District Land Lot Parcel

Jared Brode 8-24-22
Signature of Applicant Jared Brode Land Development Manager for Date
Direct Residential Communities

Jared Brode Land Development Manager for Direct Residential Communities
Type or Print Name and Title

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

TAX COMMISSIONERS USE ONLY

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

Chris Nelson *Tax Services Associate*
NAME TITLE
October 10, 2022
DATE

Exhibit F: Internal and External Agency Review Comments

[attached]



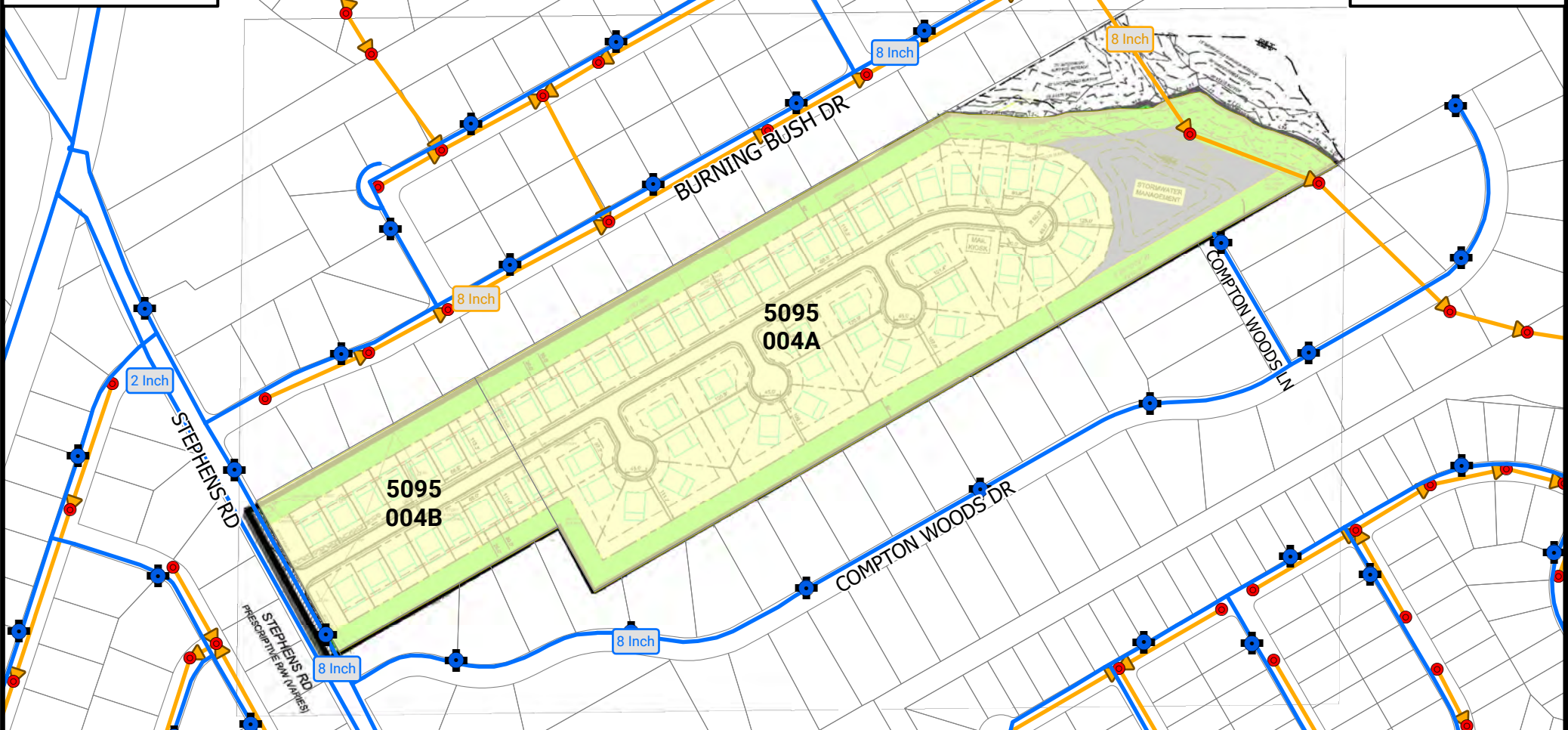
**Department of Planning and Development
TECHNICAL REVIEW COMMITTEE**

TRC Meeting Date:		11.9.2022	
Department/Agency Name:		Transportation	
Reviewer Name:		Brent Hodges	
Reviewer Title:		Construction Manager 1	
Reviewer Email Address:		Brent.Hodges@gwinnettcounty.com	
Case Number:		RZR2022-00036	
Case Address:		3668 Stephens Road	
Comments:		<input checked="" type="checkbox"/>	<input type="checkbox"/>
		YES	NO
1	Stephens Road is a local road. No ADT on file.		
2	8.0 miles to nearest transit facility (#2454884) Grayson Highway and VFW Post #5255.		
3	Traffic Calming shall be provided to maintain maximum vehicle operating speed of 25 MPH.		
4			
5			
6			
7			
Recommended Zoning Conditions:		<input checked="" type="checkbox"/>	<input type="checkbox"/>
		YES	NO
1	A minimum of 30' of right-of-way from the centerline shall be dedicated.		
2			
3			
4			
5			
6			
7			



**Department of Planning and Development
TECHNICAL REVIEW COMMITTEE**

TRC Meeting Date:				
Department/Agency Name:		DWR		
Reviewer Name:		Mike Pappas		
Reviewer Title:		GIS Planning Manager		
Reviewer Email Address:		Michael.pappas@gwinnettcounty.com		
Case Number:		RZR2022-00036		
Case Address:		3668 & 1550 Stephens R		
Comments:		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1	Water: The development may connect to a existing 8-inch water main on the eastern right-of-way of Stephens Road.			
2	Sewer: Sewer Capacity Certification C2022-236-09 was approved in September 2022 for 60 single-family units. The development may connect to a existing 8-inch gravity sewer main located on the northeastern corner of the subject property.			
3				
4				
5				
6				
7				
Recommended Zoning Conditions:		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
1				
2				
3				
4				
5				
6				
7				



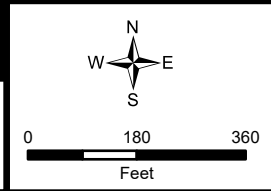
LEGEND

- Flow Management
- Pump Station
- Regional
- Manhole
- Hydrant
- City
- Water Main
- Reuse Main
- Sewer Force Main
- Effluent Outfall
- Sewer Collector
- Sewer Interceptor

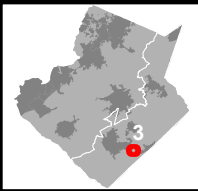
3668 & 1550 Stephens Road

R-100 to R-60

Water & Sewer Utility Map



LOCATION



Water Comments: The development may connect to a existing 8-inch water main on the eastern right-of-way of Stephens Road.

Sewer Comments: Sewer Capacity Certification C2022-236-09 was approved in September 2022 for 60 single-family units. The development may connect to a existing 8-inch gravity sewer main located on the northeastern corner of the subject property.

Water Availability: Water demands imposed by the proposed development may require upsizing or extensions of existing water mains in order to meet Gwinnett County Standards and fire flow demands. Any cost associated with such required improvements will be the responsibility of the development. Current Gwinnett County Standards require a minimum of 12" pipe size for commercial developments and a minimum of 8" pipe size for residential developments. Additionally, connection to a minimum of 12" and 8" mains are required for commercial and residential developments, respectively. It is the responsibility of the developer's engineer to confirm pressure and volumes are available for the development.

Sewer Availability: A Sewer Capacity Certification must be obtained from Gwinnett County to confirm the existing system can serve the development. Sewer demands imposed by the proposed development may require upsizing and/or extensions of existing sewer mains, and/or upsizing of an existing pump station, and/or installation of a new pump station. Any cost associated with such required improvements will be the responsibility of the development. The developer shall provide easements for future sewer connection to all locations designated by Gwinnett County during plan review.

Water and Sewer Design and Construction Requirements: Extensions of the water and/or sanitary sewer systems within the subject development must conform to this department's policies, Gwinnett County's ordinances, and the Water Main and Sanitary Sewer Design and Construction Standards and Specifications, dated April 5th, 2016. Subsequent to design, construction, inspection, and final acceptance of the required utilities, service would then become available under the applicable utility permit rate schedules.

Private Road Developments: Any development with private roads must comply with the Standard Policy Requirement for the Installation of Water and Sanitary Sewer Mains within Private Developments. This policy stipulates minimum easement requirements and location of public mains and appurtenances, among other requirements.

Residential Rezoning Impact on Local Schools
 Prepared for Gwinnett County BOC, **December, 2022**

											Proposed Zoning
	School	2022-23			2023-24			2024-25			Approximate Student Projections from Proposed Developments
		Forecast	Capacity	+/- Cap.	Forecast	Capacity	+/- Cap.	Forecast	Capacity	+/- Cap.	
RZM2022-00043	Discovery HS	2,862	2,525	337	2,905	2,525	380	2,949	2,525	424	3
	Richards MS	2,052	2,200	-148	2,093	2,200	-107	2,124	2,200	-76	2
	Alford ES	928	1,025	-97	910	1,025	-115	901	1,025	-124	3
RZM2022-00048	Central Gwinnett HS	2,604	2,350	254	2,779	2,350	429	2,830	2,350	480	11
	Moore MS	880	1,350	-470	893	1,350	-457	907	1,350	-443	9
	Winn Holt ES	1,081	1,200	-119	1,092	1,200	-108	1,103	1,200	-97	16
RZM2022-00049	Grayson HS	3,277	3,000	277	3,375	3,000	375	3,477	3,000	477	5
	Couch MS	1,089	1,150	-61	1,055	1,150	-95	1,070	1,150	-80	5
	Starling ES	1,144	1,200	-56	1,167	1,200	-33	1,190	1,200	-10	8
RZC2022-00047	Collins Hill HS	2,730	2,625	105	2,773	2,625	148	2,800	2,625	175	31
	Creekland MS	1,911	2,100	-189	1,892	2,100	-208	1,915	2,100	-185	23
	Taylor ES	826	1,300	-474	817	1,300	-483	809	1,300	-491	41
RZC2022-00048	Central Gwinnett HS	2,604	2,350	254	2,779	2,350	429	2,830	2,350	480	27
	Moore MS	880	1,350	-470	893	1,350	-457	907	1,350	-443	19
	Lawrenceville ES	676	925	-249	689	925	-236	701	925	-224	34
CIC2022-00033	Seckinger HS	1,345	2,800	-1,455	1,810	2,800	-990	2,015	2,800	-785	2
	Jones MS	1,568	1,575	-7	1,599	1,575	24	1,623	1,575	48	2
	Patrick ES	896	1,025	-129	923	1,025	-102	951	1,025	-74	3
RZR2022-00036	South Gwinnett HS	2,735	2,750	-15	2,790	2,750	40	2,832	2,750	82	14
	Grace Snell MS	1,262	1,200	62	1,281	1,200	81	1,300	1,200	100	11
	Magill ES	1,222	1,525	-303	1,253	1,525	-272	1,284	1,525	-241	21
RZR2022-00024	Shiloh HS	2,250	2,275	-25	2,330	2,275	55	2,365	2,275	90	3
	Shiloh MS	1,669	1,600	69	1,653	1,600	53	1,670	1,600	70	2
	Anderson-Livsey ES	628	975	-347	634	975	-341	642	975	-333	4
RZR2022-00028	Brookwood HS	3,920	3,000	920	3,893	3,000	893	3,841	3,000	841	20
	Crews MS	1,378	1,150	228	1,355	1,150	205	1,330	1,150	180	14
	Brookwood ES	1,449	1,250	199	1,415	1,250	165	1,387	1,250	137	26

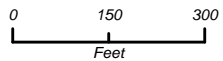
Exhibit G: Maps

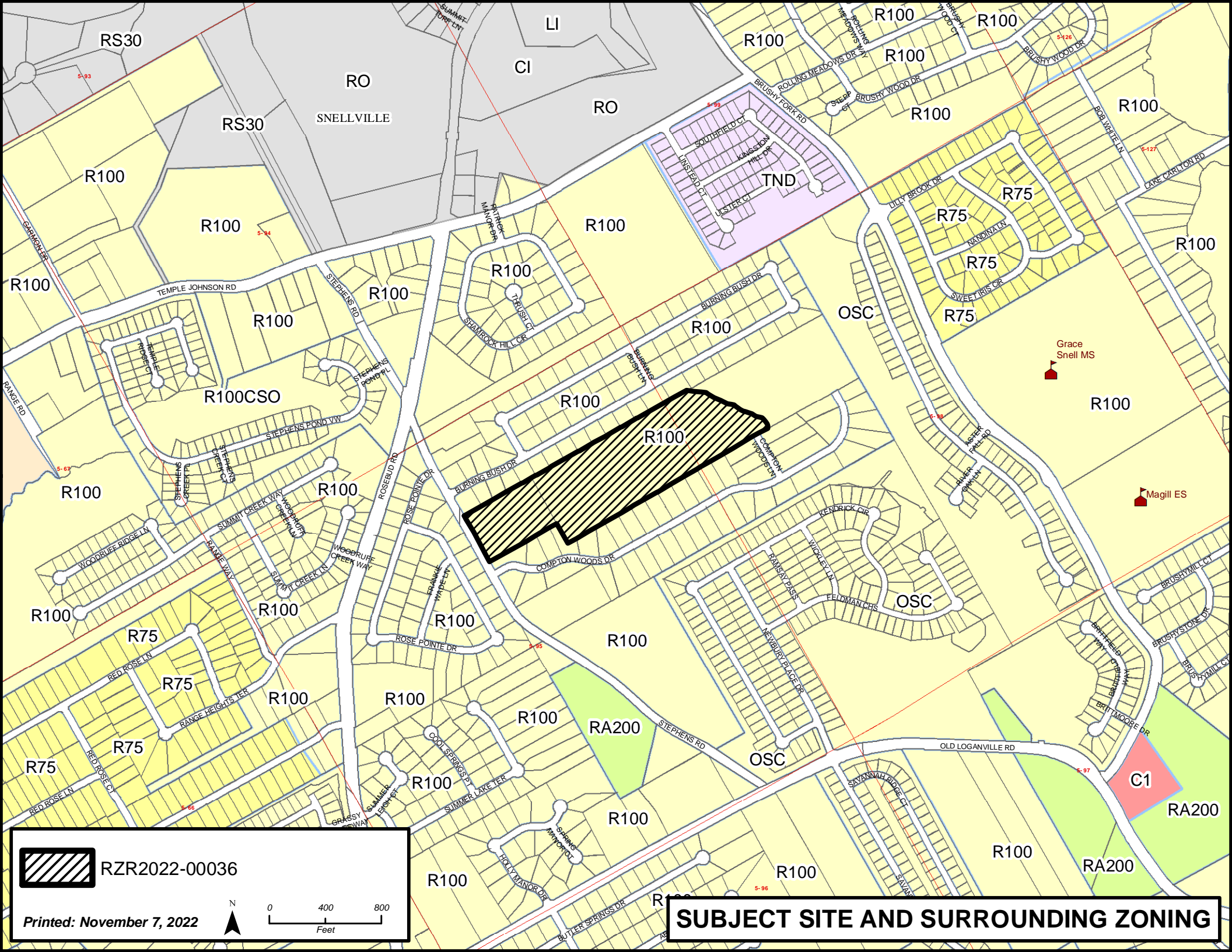
[attached]



RZR2022-00036

Printed: October 26, 2022





 RZR2022-00036



SUBJECT SITE AND SURROUNDING ZONING

Municipality
SNELLVILLE

Established
Neighborhoods

Suburban
Estate
Living

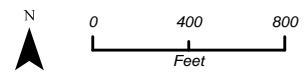
Established
Neighborhoods

Grace
Snell MS

Magill ES

 RZR2022-00036

Printed: October 26, 2022



2040 UNIFIED PLAN FUTURE DEVELOPMENT CLASSIFICATION