



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

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**Work Session Agenda**  
**Tuesday, February 3, 2026 - 10:00 AM**

**I. Call To Order**

**II. Approval of Agenda**

**III. New Business - Contract Renewals**

**1. Multiple Departments**

**2026-0131 Approval** to renew BL014-24, disposal of construction debris and waste on an annual contract (March 20, 2026 through March 19, 2027), with GFL Environmental Holdings, Inc. and Patrick Inert, Inc., amount not to exceed \$170,000.00. This contract is funded 5.9% by the 2023 SPLOST Program. (Recommendation: Approval)

**2026-0132 Approval** to renew BL116-22, purchase and installation of custom signs on an annual contract (March 7, 2026 through March 6, 2027), with Southeastern Sign, Inc., amount not to exceed \$190,000.00. This contract is funded 36.8% by various SPLOST programs and 16.8% by the Federal Transit Administration. (Recommendation: Approval)

**2026-0151 Approval** to renew BL074-23, purchase of janitorial supplies on an annual contract (February 21, 2026 through February 20, 2027), per the attached recommendation letters, amount not to exceed \$394,368.07. (Recommendation: Approval)

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**III. New Business - Contract Renewals**

**2. Fire Services/Fred Cephas**

**2026-0135 Approval** to renew BL139-23, purchase of nitrile gloves on an annual contract (February 20, 2026 through February 19, 2027), with Bound Tree Medical, LLC and Life-Assist, Inc., amount not to exceed \$187,980.00. (Recommendation: Approval)

**3. Information Technology Services/Dorothy Parks**

**2026-0134 Approval** to renew BL141-22, on-demand installation services for voice and data wiring on an annual contract (February 20, 2026 through February 19, 2027), with Ideal Communications, Inc., amount not to exceed \$210,000.00. (Recommendation: Approval)

**2026-0137 Approval** to renew SS039-23, provision of maintenance and support for the Public Safety Solution on an annual contract (February 18, 2026 through February 17, 2027), with TriTech Software Systems, a CentralSquare Company, amount not to exceed \$1,199,403.22. (Recommendation: Approval)

**4. Police Services/James D. McClure**

**2026-0108 Approval** to renew BL027-24, provision of cleaning and testing services for the firing range complex on an annual contract (February 13, 2026 through February 12, 2027), with Metals Treatment Technologies, LLC, amount not to exceed \$117,670.00. (Recommendation: Approval)

**5. Support Services/Ron Adderley**

**2026-0179 Approval** to renew OS001-24, purchase of furniture for the Gwinnett Justice and Administration Center and various other County facilities on an annual contract (March 5, 2026 through March 4, 2027), per the attached recommendation letter, using competitively procured State of Georgia contracts, amount not to exceed \$8,099,003.00. This contract is funded 8.4% by various SPLOST Programs. (Recommendation: Approval)

**6. Transportation/Edgardo Aponte**

**2026-0130 Approval** to renew BL117-22, purchase and installation of guardrail and fencing on an annual contract (February 16, 2026 through February 15, 2027), with Martin-Robbins Fence Company, Inc., amount not to exceed \$850,000.00. This contract is funded 22.35% by the 2017 SPLOST Program. (Recommendation: Approval)

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**III. New Business - Contract Renewals**

**7. Water Resources/Rebecca Shelton**

**2026-0136 Approval** to renew SS040-24, provision of products and services for Ovivo equipment on an annual contract (February 5, 2026 through February 4, 2027), with Ovivo USA, LLC, amount not to exceed \$250,000.00.  
(Recommendation: Approval)

**IV. New Business**

**1. Commissioners**

**2026-0170 Approval** to appoint Incumbent Debra Hoyte-Malette to the Region Three Department of Behavioral Health and Developmental Disabilities (DBHDD) Advisory Council. Term expires February 6, 2029. Board of Commissioners Appointment

**2026-0171 Approval** to appoint Denise Rumbaugh to the Board of Assessors to fill the unexpired term of Johnny Blan. Term expires February 15, 2028. Chairwoman's Appointment

**2026-0173 Approval** to appoint Sammy Baker to the Zoning Board of Appeals. Term expires February 28, 2027. Incumbent Denise Rumbaugh. District 4/Holtkamp

**2026-0176 Approval** to appoint Raveesh Batra to the Gwinnett County Human Services Advisory Board. Member serves at the pleasure of the Board of Commissioners. Incumbent Rena Harris. District 3/Watkins

**2026-0191 Approval** to accept the resignation of Roxanne Raven from the Tree Advisory Committee. Term expires December 31, 2027. Chairwoman's Appointment

**2. Information Technology Services/Dorothy Parks**

**2026-0104 Approval** to declare the attached list of technology equipment and software as surplus/salvage to be disposed in accordance with the Gwinnett County Code of Ordinances. (Recommendation: Approval)

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**IV. New Business**

**3. Law Department/Michael P. Ludwiczak**

**2026-0184 Approval/authorization** for Declaration of Taking Condemnation proceedings for the property of Richard Lloyd Rice, Jr., Erica Venice Peterson, Navy Federal Credit Union and Midland Credit Management, Inc., consisting of 0.051 acres of permanent construction easement, and 0.004 acres of permanent drainage easement, Tax Parcel No. R6010 046, 3600 South Rockbridge Road, Stone Mountain, GA, amount \$2,400.00. This project is funded by the 2023 SPLOST program.

**4. Transportation/Edgardo Aponte**

**2026-0124 Award RP010-25**, lease of a site at the Gwinnett County Airport, to GMD Properties, LLC dba Aircraft Specialists Jet Center. The term of this lease shall be 25 years. This lease may be automatically renewed for three additional five-year terms, for a lifetime term of 40 years. (Recommendation: Award) (Airport Authority Approved on December 11, 2025, Vote 3-0.)

**2026-0140 Award BL015-26**, Old Norcross Road pedestrian improvement project, to 9 Yards Infrastructure, LLC, amount not to exceed \$825,048.95. This project is funded by the 2017 SPLOST Program. (Recommendation: Award)

**2026-0165 Award BL139-25**, resurfacing of residential County roads on a term contract, to The Scruggs Company dba Sunbelt Asphalt Surfaces, Inc., amount not to exceed \$43,928,265.95. This contract is funded by the 2023 SPLOST Program. (Recommendation: Award)

**2026-0084 Approval** of the incorporation of Izod Court and Rambling Woods Subdivision into the Gwinnett County Streetlighting Program. (Recommendation: Approval)

**5. Water Resources/Rebecca Shelton**

**2026-0082 Award SS003-26**, provision of products and services for calibration, repair, and replacement of Hach equipment on an annual contract (February 3, 2026 through February 2, 2027), to Hach Company, amount not to exceed \$1,000,000.00. (Recommendation: Award) (Water and Sewerage Authority Approved on January 12, 2026, Vote 5-0.)

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**IV. New Business**

**5. Water Resources/Rebecca Shelton**

**2026-0120 Award BL007-26**, Gwinnett Place sewer phase 2, to Reynolds Construction of Georgia, LLC, amount not to exceed \$9,536,145.00. Approval/authorization for the Chairwoman or designee to sign any and all related documents. (Recommendation: Award) (Water and Sewerage Authority Approved on January 26, 2026, Vote 4-0.)

**2026-0122 Award BL010-26**, Suwanee Creek Diversion Pump Station improvement project, to Lakeshore Engineering, LLC, amount not to exceed \$20,523,750.00. (Recommendation: Award) (Water and Sewerage Authority Approved on January 26, 2026, Vote 4-0.)

**2026-0133 Award BL014-26**, provision of locating services on a multi-year contract, to Sparus Utility Services, LLC dba One Vision Utility Services. The initial term of this contract shall be March 1, 2026 through December 31, 2026, amount not to exceed \$1,745,850.00. This contract may be automatically renewed on an annual basis for a total lifetime contract term of five (5) years, total amount not to exceed \$10,553,430.00. (Recommendation: Award) (Water and Sewerage Authority Approved on January 26, 2026, Vote 5-0.)

**2026-0103 Approval/authorization** for the Chairwoman to execute an Intergovernmental Agreement between Gwinnett County, the Gwinnett County Water and Sewerage Authority, and the City of Gainesville to outline the responsibilities of the parties as it pertains to emergency water usage connections. (Recommendation: Approval) (Water and Sewerage Authority Approved on January 26, 2026, Vote 5-0.)

**V. Old Business**

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

**1. Commissioners**

**2026-0157 Approval/authorization** of action to be taken as to the Findings and Opinion of the Gwinnett County Board of Ethics regarding the Ethics Complaint filed against Commissioner Matthew Holtkamp by Benjamin Culberson. (Tabled on 1/27/2026)

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**V. Old Business**

**2. Community Services/Lindsey Jorstad**

**2026-0093 Award RP033-25**, provision of veterinary medical services on a multi-year contract, to A.W.A. Georgia, LLC. The initial term of this contract shall be February 19, 2026 through December 31, 2026, amount not to exceed \$840,000.00. This contract may be automatically renewed on an annual basis for a total lifetime contract term of five (5) years, total amount not to exceed \$4,370,100.00. (Tabled on 1/20/2026) (Recommendation: Award)

**VI. Adjournment**

## MEMORANDUM

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

From: Ashia Gallo, Communications Department

The following item(s) will be on the agenda for the BOC business session on **February 3, 2026**, under the item of business announcements as a resolution of recognition, award, etc., as indicated:

- 1) **Proclamation:** Recognizing the Emerging Voices Youth Advisory Council  
**Requested by:** Shenée Johnson-Cummings, City of Duluth Councilwoman  
**Attendee(s):** Representatives from the Emerging Voices Youth Advisory Council  
**Presented by:** Chairwoman Nicole Love Hendrickson

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

# Gwinnett County Board of Commissioners Agenda Request

<b>GCID #</b>	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing	<input checked="" type="checkbox"/> Renewals
20260131	20250245			
Department:	Financial Services		Date Submitted:	01/13/2026
Working Session:	02/03/2026	Business Session:	02/03/2026	Public Hearing:
Submitted By:	Purchasing - Brandi Cantie - SA		Multiple Depts?	Yes
Agenda Type	Approval			
Item of Business:		Locked by Purchasing		No
<p>to renew BL014-24, disposal of construction debris and waste on an annual contract (March 20, 2026 through March 19, 2027), with GFL Environmental Holdings, Inc. and Patrick Inert, Inc., amount not to exceed \$170,000.00. This contract is funded 5.9% by the 2023 SPLOST Program.</p>				
Attachments	Summary Sheet, Justification Letters			
Authorization:	Chairwoman's Signature?	No		
Staff Recommendation	Approval			
BAC Action:				
Department Head	raroyal (1/20/2026)			
Attorney	grschroff (1/26/2026)			
Agenda Purpose Only				

## Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	Various Operating	*	\$160,000	brainey (1/26/2026)
Yes	2023 SPLOST	**	\$10,000	
Finance Comments	<p>*The current balance in Sanitation Services is checked as services are provided. **Amount available in various capital projects. For FY2026, \$122,000 is allocated. For FY2027, \$48,000 is subject to budget approval.</p>			FinDir's Initials raroyal (1/26/2026)

☐ Budget Adjust      ☐ Grand Jury

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

**SUMMARY – BL014-24**  
**Disposal of Construction Debris and Waste on an Annual Contract**


<b>PURPOSE:</b>	To provide landfills for the Departments of Transportation and Water Resources to dispose of construction debris and waste.
<b>LOCATION:</b>	Various locations throughout Gwinnett County
<b>AMOUNT TO BE SPENT:</b>	\$170,000.00
<b>PREVIOUS CONTRACT AWARD AMOUNT:</b>	\$150,000.00
<b>AMOUNT SPENT PREVIOUS CONTRACT:</b>	\$165,000.00
<b>UNIT PRICE INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):</b>	1% increase
<b>NUMBER OF BIDS/PROPOSALS DISTRIBUTED:</b>	N/A
<b>NUMBER OF RESPONSES:</b>	N/A
<b>PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) IF YES, NUMBER OF FIRMS REPRESENTED:</b>	N/A
<b>REASONS FOR LIMITED RESPONSE (IF RELEVANT):</b>	N/A
<b>RENEWAL OPTION NUMBER:</b>	This is renewal option two (2) of four (4).
<b>MARKET PRICES COMPARISON (FOR RENEWALS):</b>	An analysis reveals that pricing is comparable to current market conditions.
<b>CONTRACT TERM:</b>	March 20, 2026 through March 19, 2027


COMMENTS:



## MEMORANDUM

**TO:** Savannah Anderson, Purchasing Associate II  
Purchasing Division, DoFS

**THROUGH:** Edgardo E. Aponte, P.E., Director   
Department of Transportation

**FROM:** Britton Lockhart, MBA, Deputy Director   
Department of Transportation

**SUBJECT:** **Recommendation to Renew BL014-24  
Disposal of Waste and Debris on an Annual Contract**

**DATE:** January 12, 2026

### REQUESTED ACTION

The Department of Transportation recommends the renewal of the above referenced annual contract (March 20, 2026 through March 19, 2027), with GFL Environmental Holdings, Incorporated and Patrick Inert, Incorporated, amount not to exceed \$90,000.00

### DESCRIPTION

This annual contract will be used by multiple departments. The Department of Transportation will use this contract to dispose of inert waste such as asphalt, concrete, and tree debris generated during roadway maintenance activities as well as debris collected on roadways. This is the second of four options to renew.

### FINANCIAL

1. Estimated amount to be spent: \$90,000.00
2. Projected amount to be spent previous contract period: \$85,000.00
3. Do total obligations agree with "Action Requested"? Yes X No
4. Budgeted: Yes   X   No
5. Grant Funded: Yes            No   X
6. SPLOST Funded: Yes   X   No
7. Contact name: Paul Brown Contact phone: 770.822.7558



## MEMORANDUM

TO: Savannah Anderson  
Purchasing Associate II

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

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

SUBJECT: Recommendation to Renew BL014-24  
Disposal of Waste and Debris on an Annual Contract

DATE: October 23, 2025

## REQUESTED ACTION

The Department of Water Resources recommends renewal of the above referenced contract with GFL Environmental Holdings, Inc. and Patrick Inert, Inc. with a departmental allocation of \$80,000.00.

## DESCRIPTION

This contract is used by multiple departments. The Department of Water Resources uses it to dispose of construction and yard debris produced during repairs made to the distribution, collection, and stormwater systems.

## FINANCIAL

1. Estimated amount to be spent: \$80,000.00
2. Projected amount to be spent previous contract period: \$80,000.00
3. Do total obligations agree with "Action Requested"? Yes X No
4. Budgeted: Yes X No
5. Grant Funded: Yes      No X
6. SPLOST Funded: Yes      No X
7. Contact name: Adam Garmon Contact phone: (678) 376-7181 *AG*

# Gwinnett County Board of Commissioners Agenda Request

<b>GCID #</b>	Group With GCID #:	<input checked="" type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing	<input checked="" type="checkbox"/> Renewals
20260132	20250150			
Department:	Financial Services		Date Submitted:	01/13/2026
Working Session:	02/03/2026	Business Session:	02/03/2026	Public Hearing:
Submitted By:	Purchasing - Brandi Cantie - SA		Multiple Depts?	Yes
Agenda Type	Approval			
Item of Business:		Locked by Purchasing <span style="border: 1px solid black; padding: 2px;">No</span>		
<p>to renew BL116-22, purchase and installation of custom signs on an annual contract (March 7, 2026 through March 6, 2027), with Southeastern Sign, Inc., amount not to exceed \$190,000.00. This contract is funded 36.8% by various SPLOST programs and 16.8% by the Federal Transit Administration.</p>				
Attachments	Summary Sheet, Justification Letters			
Authorization:	Chairwoman's Signature?	<span style="border: 1px solid black; padding: 2px;">No</span>		
Staff Recommendation	Approval			
BAC Action:				
Department Head	raroyal (1/27/2026)			
Attorney	abcauthen (1/30/2026)			
Agenda Purpose Only				

## Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	Grants	*	\$32,000	brainey (1/29/2026)
Yes	Various Capital	**	\$78,000	
Yes	Various Operating	***	\$80,000	
Finance Comments	*Amount available in the GC Transit project pending approval. **Amount available in Bus Stop Amenities, Dacula Park Gym and Sr Wing Expansion, and Discovery Area Park Development projects. ***The current balance in Supplies and Repairs & Maintenance is checked as services are provided. For FY2026, \$190,000 is allocated.			FinDir's Initials  raroyal (1/29/2026)

☐ Budget Adjust      ☐ Grand Jury

County Clerk Use Only		PH was Held? <input type="checkbox"/>
Working Session: <span style="border: 1px solid black; display: inline-block; width: 150px; height: 20px;"></span>  Action: <span style="border: 1px solid black; display: inline-block; width: 150px; height: 20px; text-align: center;">Renewals</span>  Tabled: <span style="border: 1px solid black; display: inline-block; width: 150px; height: 20px;"></span>  Motion: <span style="border: 1px solid black; display: inline-block; width: 150px; height: 20px;"></span>  2nd by: <span style="border: 1px solid black; display: inline-block; width: 150px; height: 20px;"></span>	Vote	<div style="border: 1px solid black; padding: 10px; min-height: 100px;">                     No Action Taken                 </div>

**SUMMARY – BL116-22**  
**Purchase and Installation of Custom Signs on an Annual Contract**

<b>PURPOSE:</b>	This contract provides for fabrication, installation, and repair of park, bus stop, and facility entry signs throughout the County.
<b>LOCATION:</b>	Various locations throughout Gwinnett County
<b>AMOUNT TO BE SPENT:</b>	\$190,000.00
<b>PREVIOUS CONTRACT AWARD AMOUNT:</b>	\$205,000.00
<b>AMOUNT SPENT PREVIOUS CONTRACT:</b>	\$117,001.04
<b>UNIT PRICE INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):</b>	2% decrease
<b>NUMBER OF BIDS/PROPOSALS DISTRIBUTED:</b>	N/A
<b>NUMBER OF RESPONSES:</b>	N/A
<b>PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) IF YES, NUMBER OF FIRMS REPRESENTED:</b>	N/A
<b>REASONS FOR LIMITED RESPONSE (IF RELEVANT):</b>	N/A
<b>RENEWAL OPTION NUMBER:</b>	This is renewal option three (3) of four (4).
<b>MARKET PRICES COMPARISON (FOR RENEWALS):</b>	An analysis reveals an approximate 1% increase in market pricing. However, the current vendor has agreed to renew with a 2% decrease for the upcoming contract period.
<b>CONTRACT TERM:</b>	March 7, 2026 through March 6, 2027

COMMENTS:



## MEMORANDUM

TO: Savannah Anderson  
Purchasing Associate II

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

FROM: Summer Hamood *Summer Hamood*  
Program Coordinator

SUBJECT: Recommendation to Renew, BL116-22: Purchase and Installation of Custom Signs on an Annual Contract

DATE: January 12, 2026

### REQUESTED ACTION

The Department of Parks and Recreation recommends renewal of the above-referenced contract with Southeastern Sign, Inc. in the amount of \$90,000.00.

### DESCRIPTION

This contract provides for fabrication, installation, and repair of park and facility entry signs throughout the County.


### FINANCIAL


1. Estimated amount to be spent: \$90,000.00
2. Projected amount to be spent previous contract period: \$75,000.00
3. Do total obligations agree with "Action Requested"? Yes X No
4. Budgeted: Yes      No X N/A
5. Grant Funded: Yes      No X
6. SPLOST Funded: Yes X No
7. Contact name: Summer Hamood Contact phone: 770-822-8856



## MEMORANDUM

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

**THROUGH:** Edgardo E. Aponte, P.E., Director   
Director of Department of Transportation

**FROM:** Margo Moore, Transit Division Director   
Department of Transportation

**SUBJECT:** Recommendation to Renew BL116-22  
Purchase and Installation of Custom Signs on an Annual Contract

**DATE:** November 4, 2025

## REQUESTED ACTION

The Department of Transportation recommends renewal of the above referenced contract with Southeastern Sign Incorporated, in the amount of \$40,000.00.

## DESCRIPTION

This annual contract is used by multiple departments within Gwinnett County. The Department of Transportation will use this contract for the purchase and installation of bus stop signage. This is the third renewal of four (4) and covers a period from March 7, 2026 through March 6, 2027. The Department of Transportation recommends renewal of this contract.

## FINANCIAL

1. Estimated amount to be spent: \$40,000.00
2. Projected amount to be spent previous contract period: \$15,219.04
3. Do total obligations agree with "Action Requested"? Yes X No
4. Budgeted: Yes X No
5. Grant Funded: Yes X No
6. SPLOST Funded: Yes      No X
7. Contact name: Beth Finley Contact phone: 770-822-7441



## MEMORANDUM

TO: Savannah Anderson  
Purchasing Associate II

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

FROM: Sean Meyer *SM*  
Deputy Director, Facility Operations

SUBJECT: Recommendation to Renew BL116-22 Purchase and Installation of Custom Signs on an Annual Contract

DATE: January 7, 2026

## REQUESTED ACTION

The Department of Water Resources recommends renewal of the above referenced contract with Southeastern Sign, Inc. with a departmental allocation in the amount of \$60,000.00.

## DESCRIPTION

This contract is used for the purchase and installation of custom signage at various facilities maintained by the Department.

## FINANCIAL

1. Estimated amount to be spent: \$60,000.00
2. Projected amount spent previous contract period: \$26,782.00
3. Do total obligations agree with "Action Requested"? Yes X No
4. Budgeted: Yes X No
5. Grant Funded: Yes      No X
6. SPLOST Funded: Yes      No X
7. Contact name: Adam Garmon (DWR) Contact phone: 678-376-7181 *AG*

# Gwinnett County Board of Commissioners Agenda Request

<b>GCID #</b>	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing	<input checked="" type="checkbox"/> Renewals
20260151	20250175			
Department:	Financial Services		Date Submitted:	01/15/2026
Working Session:	02/03/2026	Business Session:	02/03/2026	Public Hearing:
Submitted By:	Purchasing - Brandi Cantie - SA		Multiple Depts?	Yes
Agenda Type	Approval			
Item of Business:		Locked by Purchasing <span style="border: 1px solid black; padding: 2px;">No</span>		
<p>to renew BL074-23, purchase of janitorial supplies on an annual contract (February 21, 2026 through February 20, 2027), per the attached recommendation letters, amount not to exceed \$394,368.07.</p>				
Attachments	Summary Sheet, Justification Letters			
Authorization:	Chairwoman's Signature?	<span style="border: 1px solid black; padding: 2px;">No</span>		
Staff Recommendation	Approval			
BAC Action:				
Department Head	raroyal (1/27/2026)			
Attorney	abcauthen (1/30/2026)			
Agenda Purpose Only				

## Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	Various Operating	*	\$394,368	brainey (1/29/2026)
Finance Comments	*The current balance in Supplies is checked as items are purchased. For FY2026, \$301,304 is allocated. For FY2027, \$93,064 is subject to budget approval.			FinDir's Initials
				raroyal (1/29/2026)

☐ Budget Adjust     ☐ Grand Jury

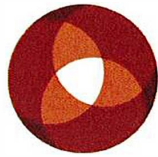
County Clerk Use Only			PH was Held? <input type="checkbox"/>
Working Session	<div style="border: 1px solid black; height: 20px;"></div>	Vote	No Action Taken
Action	<div style="border: 1px solid black; height: 20px;"></div>		
Tabled	<div style="border: 1px solid black; height: 20px;"></div>		
Motion	<div style="border: 1px solid black; height: 20px;"></div>		
2nd by	<div style="border: 1px solid black; height: 20px;"></div>		

## SUMMARY – BL074-23

### Purchase of Janitorial Supplies on an Annual Contract

<b>PURPOSE:</b>	To provide cleaning products and janitorial items for various County departments and facilities.
<b>LOCATION:</b>	Various locations throughout Gwinnett County
<b>AMOUNT TO BE SPENT:</b>	\$394,368.07
<b>PREVIOUS CONTRACT AWARD AMOUNT:</b>	\$388,000.00
<b>AMOUNT SPENT PREVIOUS CONTRACT:</b>	\$436,469.98
<b>UNIT PRICE INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):</b>	10.1% increase
<b>NUMBER OF BIDS/PROPOSALS DISTRIBUTED:</b>	N/A
<b>NUMBER OF RESPONSES:</b>	N/A
<b>PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) IF YES, NUMBER OF FIRMS REPRESENTED:</b>	N/A
<b>REASONS FOR LIMITED RESPONSE (IF RELEVANT):</b>	N/A
<b>RENEWAL OPTION NUMBER:</b>	This is renewal option two (2) of four (4).
<b>MARKET PRICES COMPARISON (FOR RENEWALS):</b>	An analysis reveals that pricing is comparable to current market conditions.
<b>CONTRACT TERM:</b>	February 21, 2026 through February 20, 2027

COMMENTS: \*Line Items A2-3, A14-17, A19-22, B2-3, B11, B16-18, D2-3, D7, D9, E2-4, E6, F1-3, F9, F12, F15, F17-20, F22-23, F26-28, F31-32, F35, F37-38, F40-42, F45-46, G2, G14, and G16-17 are not being renewed and will be purchased through a separate procurement as needed.



## MEMORANDUM

TO: Savannah Anderson  
Purchasing Associate II

THROUGH: Chief Fred Cephas  
Director of Fire and Emergency Services

FROM: Crystal Terry  
Warehouse Manager

SUBJECT: Recommendation to renew BL074-23 Purchase of Janitorial Supplies on an Annual Contract

DATE: December 8, 2025

## REQUESTED ACTION

The Department of Fire and Emergency Services recommends renewal of the above referenced contract with Acuity Specialty Products, Inc., dba Zep Sales and Service, Apex Environmental Services, LLC, Break-Thru Solutions Janitorial Supply, Central Poly-Bag Corp., Fastenal Company, Galco Industrial Safety & Supply, Inc., Imperial Bag & Paper Co dba Imperial Dade, Medline Industries, LP, Sigmalex Lanier, Southeastern Paper Group, in the amount of \$83,274.21. This is a multi-department contract, and this recommendation covers purchases for Police, Corrections, and Fire Departments. This is renewal 2 of 4.

## DESCRIPTION

Suppliers to provide janitorial supplies as specified during the contract period.

## FINANCIAL

1. Estimated amount to be spent: \$83,274.21
2. Projected amount to be spent previous contract period: \$135,275.44
3. Do total obligations agree with "Action Requested"? Yes X No
4. Budgeted: Yes X No
5. Grant Funded: Yes      No X
6. SPLOST Funded: Yes      No X
7. Contact name: Crystal Terry Contact phone: 678-518-4956



## MEMORANDUM

TO: Savannah Anderson  
Purchasing Associate II

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

FROM: Summer Hamood *Summer Hamood*  
Program Coordinator

SUBJECT: Recommendation to Renew: BL074-23 Purchase of Janitorial Supplies on an Annual Contract

DATE: November 17, 2025

### REQUESTED ACTION

The Department of Parks and Recreation recommends renewal of the above referenced contract with Acuity Specialty Products, Inc. dba Zep Sales and Service, Apex Environmental Services, LLC., Break-Thru Solutions Janitorial Supply, Central Poly Bag Corp., Fastenal Company, Galco Industrial Safety & Supply, Inc., Imperial Bag & Paper Co. LLC dba Imperial Dade, Interboro Packaging Corporation, Medline Industries, LP, Sigmatex Lanier, and Southeastern Paper Group in the amount of \$145,000.00.

### DESCRIPTION

This contract provides for purchase of janitorial supplies throughout the county.

### FINANCIAL

1. Estimated amount to be spent: \$145,000.00
2. Projected amount to be spent previous contract period: \$125,000.00
3. Do total obligations agree with "Action Requested"? Yes X No
4. Budgeted: Yes X No    N/A
5. Grant Funded: Yes    No X
6. SPLOST Funded: Yes    No X
7. Contact name: Summer Hamood Contact phone: 770-822-8856



# Gwinnett County Sheriff's Office


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


Sheriff Keybo Taylor

Chief Cleophas Atwater

## MEMORANDUM

TO: Savannah Anderson  
Purchasing Associate II

THROUGH: Cleophas Atwater   
Chief

FROM: Samentha Sainmelus   
Business Manager

SUBJECT: Recommendation to Renew BL074-23 Purchase of Janitorial Supplies on an Annual Contract

DATE: October 17, 2025

## REQUESTED ACTION

The Department of Gwinnett County Sheriff's Office recommends renewal of the above referenced contract with Acuity Specialty Products, Inc. dba Zep Sales and Service, Apex Environmental Services, LLC, Break-Thru Solutions Janitorial Supply, Central Poly Bar Corp., Fastenal Company, Galco Industrial Safety & Supply, Inc., Imperial Bag & Paper Co. dba Imperial Dade, Interboro Packaging Corp., Medline Industries, LP, Sigmatex Lanier, Southeastern Paper Group in the amount of \$60,000.00.

## DESCRIPTION

This contract is for janitorial items used throughout the Detention Center and Sheriff's Office to maintain cleanliness.

## FINANCIAL

1. Estimated amount to be spent: \$60,000.00
2. Projected amount to be spent previous contract period: \$80,000.00
3. Do total obligations agree with "Action Requested"? Yes X No
4. Budgeted: Yes X No      N/A
5. Grant Funded: Yes      No X
6. SPLOST Funded: Yes      No X
7. Contact name: Glen Fountain Contact phone: 770-619-6406



MEMORANDUM

TO: Savannah Anderson  
Purchasing Associate II

FROM: Ron Adderley *RA*  
Director of Support Services

SUBJECT: Recommendation to Renew BL074-23-Purchase of Janitorial Supplies on an Annual Contract

DATE: January 16, 2026

REQUESTED ACTION

The Department of Support Services recommends renewal of the above referenced contract with Acuity Specialty Products, Inc., d/b/a Zep Sales and Service; Apex Environmental Services, LLC; Break-Thru Solutions Janitorial Supply; Central Poly- Bag Corp.; Fastenal Company, Inc; Galco Industrial Safety and Supply, Inc.; Imperial Bag and Paper Company, d/b/a Imperial Dade; Interboro Packaging Corp.; Medline Industries, LP; Sigmatex Lanier; and Southeastern Paper Group, Inc. , in the amount of \$50,833.86.

DESCRIPTION


This is a multi-departmental contract for the purchase of janitorial supplies and trash bags. This is the second of four renewals.


FINANCIAL

1. Estimated amount to be spent: \$50,833.86
2. Projected amount to be spent previous contract period: \$45,594.54 (02/21/2025 -02/20/2026)
3. Do total obligations agree with "Action Requested"? Yes X No
4. Budgeted: Yes X No    N/A
5. Grant Funded: Yes    No X
6. SPLOST Funded: Yes    No X
7. Contact name: Charles Welch Contact phone: 770.822.3171

**MEMORANDUM**

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

**THROUGH:** Edgardo E. Aponte, P.E., Director   
Department of Transportation

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

**SUBJECT:** **Recommendation to Renew BL074-23**  
**Purchase of Janitorial Supplies on an Annual Contract**

**DATE:** January 2, 2026

**REQUESTED ACTION**

The Department of Transportation recommends the renewal of BL074-23, Purchase of Janitorial Supplies on an Annual Contract (February 21, 2026 through February 20, 2027) to Acuity Specialty Products, Inc. dba Zep Sales and Service Apex Environmental Services, LLC Break-Thru Solutions Janitorial Supply Central Poly Bag Corp. Fastenal Company, Galco Industrial Safety & Supply, Inc. Imperial Bag & Paper Co. dba Imperial Dade Interboro Packaging Corp. Medline Industries, LP, Sigmalex Lanier. Southeastern Paper Group, in the amount of \$1,200.00.

**DESCRIPTION**

This annual contract will be used for the purchasing of Janitorial Supplies for field office locations and the airport.

**FINANCIAL**

1. Estimated amount to be spent: \$1,200.00
2. Projected amount to be spent previous contract period: \$600.00
3. Do total obligations agree with "Action Requested"? Yes X No
4. Budgeted: Yes X No      N/A
5. Grant Funded: Yes      No X
6. SPLOST Funded: Yes      No X
7. Contact name: Paul Brown Contact phone: 770.822.7558

Transfer required: Yes      No X



## MEMORANDUM

TO: Savannah Anderson  
Purchasing Associate II

FROM: Zach Manifold *Zach Manifold*  
Elections Supervisor

SUBJECT: Recommendation to Renew BL074-23, Purchase of Janitorial Supplies Annual Contract

DATE: January 15, 2026

## REQUESTED ACTION

Voter Registrations and Elections recommends renewal of the above referenced contract with the below listed vendors in the amount of \$4,060.00.

### Vendors:

- Central Poly Bag Co
- Southeastern Paper Group
- Acuity Specialty Products, Inc. dba Zep Sales and Service
- Apex Environmental Services, LLC
- Break-Thru Solutions Janitorial Supply
- Fastenal Company
- Galco Industrial Safety & Supply, Inc.
- Imperial Bag & Paper Co. LLC dba Imperial Dade
- Interboro Packaging Corp.
- Medline Industries, LP
- Sigmatex Lanier

## DESCRIPTION

Voter Registrations and Elections uses this multi-departmental contract to purchase janitorial supplies for use at Central Services located at 455 Grayson Hwy, Ste 200 Lawrenceville, GA 30046.

## FINANCIAL

1. Estimated amount to be spent: \$4,060.00
2. Projected amount to be spent previous contract period: N/A
3. Do total obligations agree with "Action Requested"? Yes X No

Recommendation Letter

BL074-23

4. Budgeted: Yes   X   No        N/A
5. Grant Funded: Yes        No   X
6. SPLOST Funded: Yes        No   X
7. Contact name:   Zach Manifold   Contact phone: 678-226-7234



## MEMORANDUM

TO: Savannah Anderson  
Purchasing Associate II

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

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

SUBJECT: Recommendation to Renew BL074-23  
Purchase of Janitorial Supplies on an Annual Contract

DATE: November 18, 2025

## REQUESTED ACTION

The Department of Water Resources recommends renewal of the above referenced contract with the following vendors in the departmental allocation of \$50,000.00.

- Acuity Specialty Products, Inc d/b/a Zep Sales and Service
- Apex Environmental Services, LLC
- Break-Thru Solutions Janitorial Supply
- Central Poly-Bag Corporation
- Fastenal Company
- Galco Industrial Safety & Supply, Inc
- Imperial Bag and Paper Company DBA Imperial Dade
- Interboro Packaging Corporation
- Medline Industries, LP
- Sigmatex Lanier
- Southeastern Paper Group

## DESCRIPTION

This contract is used by multiple departments. The Department of Water Resources utilizes this contract to purchase janitorial supplies for various facilities.

**FINANCIAL**

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

# Gwinnett County Board of Commissioners Agenda Request

<b>GCID #</b>	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing	<input checked="" type="checkbox"/> Renewals
20260135	20241034			
Department:	Fire Services		Date Submitted:	01/13/2026
Working Session:	02/03/2026	Business Session:	02/03/2026	Public Hearing:
Submitted By:	Purchasing - Brandi Cantie - CW		Multiple Depts?	No
Agenda Type	Approval			
Item of Business:		Locked by Purchasing		
		No		
to renew BL139-23, purchase of nitrile gloves on an annual contract (February 20, 2026 through February 19, 2027), with Bound Tree Medical, LLC and Life-Assist, Inc., amount not to exceed \$187,980.00.				
Attachments	Summary Sheet, Justification Letter			
Authorization:	Chairwoman's Signature?	No		
Staff Recommendation	Approval			
BAC Action:				
Department Head	facephas (1/16/2026)			
Attorney	mcintron (1/28/2026)			
Agenda Purpose Only				

## Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	Fire & EMS	*	\$187,980	brainey (1/26/2026)
Finance Comments	*The current balance in Supplies is checked as items are purchased. For FY2026, \$172,315 is allocated. For FY2027, \$15,665 is subject to budget approval.			FinDir's Initials
				raroyal (1/26/2026)

☐ Budget Adjust     ☐ Grand Jury

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

**SUMMARY – BL139-23**  
**Purchase of Nitrile Gloves on an Annual Contract**

<b>PURPOSE:</b>	To provide specified exam gloves to be used by emergency personnel.
<b>LOCATION:</b>	Department of Fire and Emergency Services
<b>AMOUNT TO BE SPENT:</b>	\$187,980.00
<b>PREVIOUS CONTRACT AWARD AMOUNT:</b>	\$210,000.00
<b>AMOUNT SPENT PREVIOUS CONTRACT:</b>	\$106,080.00
<b>UNIT PRICE INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):</b>	<1% increase
<b>NUMBER OF BIDS/PROPOSALS DISTRIBUTED:</b>	N/A
<b>NUMBER OF RESPONSES:</b>	N/A
<b>PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) IF YES, NUMBER OF FIRMS REPRESENTED:</b>	N/A
<b>REASONS FOR LIMITED RESPONSE (IF RELEVANT):</b>	N/A
<b>RENEWAL OPTION NUMBER:</b>	This is renewal option two (2) of four (4).
<b>MARKET PRICES COMPARISON (FOR RENEWALS):</b>	An analysis reveals an approximate 7.3% increase in market pricing. However, the current vendors have agreed to renew with an overall increase of less than 1% for the upcoming contract period.
<b>CONTRACT TERM:</b>	February 20, 2026 through February 19, 2027



## MEMORANDUM

TO: Chelsey Ward  
Purchasing Associate III

THROUGH: Fred Cephas  
Director of Fire and Emergency Services

FROM: Rob Medina  
Battalion Chief

SUBJECT: Recommendation to Renew BL139-23 Purchase of Nitrile Gloves on an Annual Contract

DATE: December 31, 2025

## REQUESTED ACTION

The Department of Fire and Emergency Services recommends renewal of the above referenced contract with Bound Tree Medical, LLC and Life-Assist, Inc. in the amount of \$187,980.00. This is renewal two of four.

## DESCRIPTION

This contract allows suppliers to provide specified exam gloves during the contract period to be used by emergency personnel.

## FINANCIAL

1. Estimated amount to be spent: \$187,980.00
2. Projected amount to be spent previous contract period: \$106,080.00
3. Do total obligations agree with "Action Requested"? Yes X No
4. Budgeted: Yes X No      N/A
5. Grant Funded: Yes      No X
6. SPLOST Funded: Yes      No X
7. Contact name: Crystal Terry Contact phone: 678-518-4956

# Gwinnett County Board of Commissioners Agenda Request

<b>GCID #</b>	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing	<input checked="" type="checkbox"/> Renewals
20260134	20250174			
Department:	Information Technology Services		Date Submitted:	01/13/2026
Working Session:	02/03/2026	Business Session:	02/03/2026	Public Hearing:
Submitted By:	Purchasing - Brandi Cantie - BW		Multiple Depts?	No
Agenda Type	Approval			
Item of Business:		Locked by Purchasing <span style="border: 1px solid black; padding: 2px;">No</span>		
to renew BL141-22, on-demand installation services for voice and data wiring on an annual contract (February 20, 2026 through February 19, 2027), with Ideal Communications, Inc., amount not to exceed \$210,000.00.				
Attachments	Summary Sheet, Justification Letter			
Authorization:	Chairwoman's Signature?	<span style="border: 1px solid black; padding: 2px;">No</span>		
Staff Recommendation	Approval			
BAC Action:				
Department Head	daparks (1/16/2026)			
Attorney	jjkandel (1/27/2026)			
Agenda Purpose Only				

## Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	Admin Support	*	\$130,400	brainey (1/26/2026)
Yes	Water & Sewer Op	*	\$60,000	
Yes	Various Capital	**	\$19,600	
Finance Comments	*The current balance in Repairs & Maintenance is checked as services are provided. **Amount available in Bill Atkinson Animal Welfare Center and Police Training Center 50 Yard Firing Range projects. For FY2026, \$175,000 is allocated. For FY2027, \$35,000 is subject to budget approval.			FinDir's Initials raroyal (1/26/2026)

☐ Budget Adjust     ☐ Grand Jury

County Clerk Use Only		PH was Held? <input type="checkbox"/>
Working Session	<span style="border: 1px solid black; display: inline-block; width: 100%; height: 1.2em;"></span>	<div style="border: 1px solid black; height: 150px; margin-bottom: 5px;">No Action Taken</div> <div style="border: 1px solid black; height: 150px;">Vote</div>
Action	<span style="border: 1px solid black; display: inline-block; width: 100%; height: 1.2em;"></span> Renewals	
Tabled	<span style="border: 1px solid black; display: inline-block; width: 100%; height: 1.2em;"></span>	
Motion	<span style="border: 1px solid black; display: inline-block; width: 100%; height: 1.2em;"></span>	
2nd by	<span style="border: 1px solid black; display: inline-block; width: 100%; height: 1.2em;"></span>	

**SUMMARY – BL141-22****On-Demand Installation Services for Voice and Data Wiring on an Annual Contract**


<b>PURPOSE:</b>	This contract is for renovations and upgrades to the voice and data network. Work ranges from installation, termination, testing or labeling a single cable, to wiring, re-wiring or upgrading an entire division or department.
<b>LOCATION:</b>	Various locations throughout Gwinnett County
<b>AMOUNT TO BE SPENT:</b>	\$210,000.00
<b>PREVIOUS CONTRACT AWARD AMOUNT:</b>	\$357,008.91
<b>AMOUNT SPENT PREVIOUS CONTRACT:</b>	\$285,000.00
<b>UNIT PRICE INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):</b>	0%
<b>NUMBER OF BIDS/PROPOSALS DISTRIBUTED:</b>	N/A
<b>NUMBER OF RESPONSES:</b>	N/A
<b>PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) IF YES, NUMBER OF FIRMS REPRESENTED:</b>	N/A
<b>REASONS FOR LIMITED RESPONSE (IF RELEVANT):</b>	N/A
<b>RENEWAL OPTION NUMBER:</b>	This is renewal option three (3) of four (4).
<b>MARKET PRICES COMPARISON (FOR RENEWALS):</b>	An analysis reveals that market prices have increased by approximately 8.5%. However, the current vendors have agreed to hold pricing firm for the upcoming contract period.
<b>CONTRACT TERM:</b>	February 20, 2026 through February 19, 2027


COMMENTS:



## MEMORANDUM

TO: Bethany White, Purchasing Associate II  
Purchasing Division, Department of Financial Services

THROUGH: Dorothy Parks, Director/CIO   
Department of Information Technology Services

FROM: Tor Yang, Division Director  
Department of Information Technology Services *John Kable on behalf of Tor* 

SUBJECT: Recommendation to Renew BL141-22 On Demand Installation Services for Voice and Data Wiring on an Annual Contract

DATE: January 9, 2026

### REQUESTED ACTION

The Department of Information Technology Services recommends renewal of the above referenced contract to Ideal Communications, Inc. in the amount not to exceed \$210,000.00.

### DESCRIPTION

This contract provides the County with a qualified contractor to install voice and data network cabling services on an on-demand basis as the County renovates and upgrades its existing voice and data networks. The services range from installing, terminating, testing, and labeling a single cable to wiring, rewiring, or upgrading an entire department or facility.

In addition to the normal day-to-day voice and data cabling requests, this contract will be used for items budgeted for 2026 New Operational Requests, such as cubical and phoneline wiring, and to complete the Countywide fiber maintenance and replacement project.

### FINANCIAL

1. Estimated amount to be spent: \$210,000.00
2. Projected amount to be spent previous contract period: \$285,000.00
3. Do total obligations agree with "Action Requested"? Yes X No
4. Budgeted: Yes X No
5. Grant Funded: Yes     No X
6. SPLOST Funded: Yes     No X
7. Contact name: Constance Clinkscales Contact phone: 770-822-8987

# Gwinnett County Board of Commissioners Agenda Request

<b>GCID #</b>	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing	<input checked="" type="checkbox"/> Renewals
20260137	20250068			
Department:	Information Technology Services		Date Submitted:	01/13/2026
Working Session:	02/03/2026	Business Session:	02/03/2026	Public Hearing:
Submitted By:	Purchasing - Brandi Cantie - BW		Multiple Depts?	No
Agenda Type	Approval			
Item of Business:		Locked by Purchasing		No
<p>to renew SS039-23, provision of maintenance and support for the Public Safety Solution on an annual contract (February 18, 2026 through February 17, 2027), with TriTech Software Systems, a CentralSquare Company, amount not to exceed \$1,199,403.22.</p>				
Attachments	Summary Sheet, Justification Letter, Justification Support			
Authorization:	Chairwoman's Signature?	No		
Staff Recommendation	Approval			
BAC Action:				
Department Head	daparks (1/16/2026)			
Attorney	jjkandel (1/27/2026)			
Agenda Purpose Only				

## Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	Admin Support	*	\$1,199,403	brainey (1/26/2026)
Finance Comments	*The current balance in Technical Services is checked as services are provided. For FY2026, \$997,722 is allocated. For FY2027, \$201,681 is subject to budget approval.			FinDir's Initials
				raroyal (1/26/2026)

☐ Budget Adjust      ☐ Grand Jury

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

**SUMMARY – SS039-23**  
**Provision of Maintenance and Support for the Public Safety Solution**  
**on an Annual Contract**

<b>PURPOSE:</b>	This contract provides maintenance and support for the Public Safety Solution. The Public Safety Solution includes an integrated technology solution comprising a portfolio of applications including Computer Aided Dispatch, Records Management, Mobility and more to effectively dispatch and respond to calls for service.
<b>LOCATION:</b>	Department of Information Technology Services
<b>AMOUNT TO BE SPENT:</b>	\$1,199,403.22
<b>PREVIOUS CONTRACT AWARD AMOUNT:</b>	\$972,163.98
<b>AMOUNT SPENT PREVIOUS CONTRACT:</b>	\$972,163.98
<b>UNIT PRICE INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):</b>	An accurate increase/decrease cannot be calculated due to changes in the scope of the contract.
<b>NUMBER OF BIDS/PROPOSALS DISTRIBUTED:</b>	N/A
<b>NUMBER OF RESPONSES:</b>	N/A
<b>PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) IF YES, NUMBER OF FIRMS REPRESENTED:</b>	N/A
<b>REASONS FOR LIMITED RESPONSE (IF RELEVANT):</b>	N/A
<b>RENEWAL OPTION NUMBER:</b>	N/A
<b>MARKET PRICES COMPARISON (FOR RENEWALS):</b>	N/A
<b>CONTRACT TERM:</b>	February 18, 2026 through February 17, 2027

COMMENTS:



## MEMORANDUM

TO: Bethany White, Purchasing Associate II  
Purchasing Division, Department of Financial Services

THROUGH: Dorothy Parks, Director/CIO  
Department of Information Technology Services *DP/gmk*

FROM: John Kable, ITS Assistant Director  
Department of Information Technology Services *JK*

SUBJECT: Recommendation to Renew SS039-23 Provision of Maintenance and Support of the  
Public Safety Solution on an Annual Contract

DATE: January 13, 2026

### REQUESTED ACTION

The Department of Information Technology Services recommends renewal of the above referenced contract with CentralSquare Technologies, Inc. dba TriTech Software Systems in the amount not to exceed \$1,199,403.22 for the period of February 18, 2026 through February 17, 2027.

### DESCRIPTION

Public Safety departments including Fire, Police, and Sheriff rely on an integrated technology solution comprising a portfolio of applications including Computer Aided Dispatch, Records Management, Mobility and more to effectively dispatch and respond to calls for service. Software support is required to maintain functionality and security of these critical technology systems.

### FINANCIAL

1. Estimated amount to be spent: \$1,199,403.22
2. Projected amount to be spent previous contract period: \$972,163.98
3. Do total obligations agree with "Action Requested"? Yes X No
4. Budgeted: Yes X No
5. Grant Funded: Yes      No X
6. SPLOST Funded: Yes      No X
7. Contact name: Constance Clinkscales Contact phone: 770-822-8987



Renewal Order prepared by:  
Steve Castle  
stephen.castle@centralsquare.com

Renewal Order #: Q-248594  
Start Date: October 21, 2026  
End Date: February 17, 2027  
Billing Frequency: Yearly  
Subsidiary: Tritech Software Systems

Renewal Order prepared for:  
Kevin Sebring, Public Safety ITS Manager  
Gwinnett County Department of Information Technology  
Services  
75 Langley Dr.  
Lawrenceville, Georgia 30046  
7705135776

Thank you for your continued business. We at CentralSquare appreciate and value our relationship and look forward to serving you in the future. CentralSquare provides software that powers over 8,000 communities. More information about all of our products can be found at [www.centralsquare.com](http://www.centralsquare.com).

## WHAT SOFTWARE IS INCLUDED?

	PRODUCT NAME	QUANTITY	TOTAL
1.	CentralSquare Message Switch Additional Provider	1	7,007.98 USD
2.	CentralSquare Message Switch Additional Provider Annual Maintenance Fee	3	1,617.23 USD
3.	CentralSquare Message Switch Additional Transaction Annual Maintenance Fee	7	1,760.98 USD

Renewal Order Total: 10,386.19 USD

## Billing Information

This is not an invoice. Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of the Customer.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the Ship To location provided by the Customer on the Renewal Order Form.

Please note that the Total Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of \$21.37656 will be shown as a Total Price of \$21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Total Price displayed above.



Renewal Order prepared by:  
Steve Castle  
stephen.castle@centralsquare.com

Renewal Order #: Q-248587  
Start Date: September 22, 2026  
End Date: February 17, 2027  
Billing Frequency: Yearly  
Subsidiary: Tritech Software Systems

Renewal Order prepared for:  
Kevin Sebring, Public Safety ITS Manager  
Gwinnett County Department of Information Technology  
Services  
75 Langley Dr.  
Lawrenceville, Georgia 30046  
7705135776

Thank you for your continued business. We at CentralSquare appreciate and value our relationship and look forward to serving you in the future. CentralSquare provides software that powers over 8,000 communities. More information about all of our products can be found at [www.centralsquare.com](http://www.centralsquare.com).

## WHAT SOFTWARE IS INCLUDED?

	PRODUCT NAME	QUANTITY	TOTAL
1.	CentralSquare Message Switch Additional Provider Annual Maintenance Fee	1	672.17 USD
2.	CentralSquare Message Switch Annual Maintenance Fee	1	1,971.70 USD
3.	Enterprise RMS Concurrent User License Annual Maintenance Fee	31	3,750.71 USD
4.	Enterprise RMS Concurrent User License Annual Maintenance Fee	31	3,750.71 USD
5.	Enterprise RMS GIS (Without CAD) Annual Maintenance Fee	1	1,675.95 USD
6.	Enterprise RMS GIS (Without CAD) Annual Maintenance Fee	1	1,675.95 USD
7.	Enterprise RMS NIBRS Module Annual Maintenance Fee	1	2,240.57 USD
8.	Enterprise RMS NIBRS Module Annual Maintenance Fee	1	2,240.57 USD
9.	Enterprise RMS Reporting Server License Annual Maintenance Fee	1	224.06 USD
10.	Enterprise RMS Reporting Server License Annual Maintenance Fee	1	224.06 USD
11.	Enterprise RMS Server Software Annual Maintenance Fee	1	3,113.45 USD
12.	Enterprise RMS Server Software Annual Maintenance Fee	1	3,113.45 USD
13.	NCIC/State Software Enterprise RMS Concurrent User Annual Maintenance Fee	10	448.11 USD
14.	NCIC/State Software Enterprise RMS Concurrent User Annual Maintenance Fee	7	313.68 USD
15.	Incident Summary & Other Event "Use of Force" Summary	1	2,036.53 USD

MORE INFORMATION AT CENTRALSQUARE.COM



Renewal Order prepared by:  
Steve Castle  
stephen.castle@centralsquare.com

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**Renewal Order Total:** 27,451.67 USD

**Billing Information**

This is not an invoice. Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of the Customer.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the Ship To location provided by the Customer on the Renewal Order Form.

Please note that the Total Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of \$21.37656 will be shown as a Total Price of \$21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Total Price displayed above.



Renewal Order prepared by:  
Steve Castle  
stephen.castle@centralsquare.com

Renewal Order #: Q-240397  
Start Date: February 18, 2026  
End Date: February 17, 2027  
Billing Frequency: Yearly  
Subsidiary: Tritech Software Systems

Renewal Order prepared for:  
DOFSTREAS Treasury Division, Accounts Payable  
Gwinnett County Department of Information Technology  
Services  
2nd Floor West, Room 2W684  
Lawrenceville, Georgia 30046  
770-822-3121

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## WHAT SOFTWARE IS INCLUDED?

	PRODUCT NAME	QUANTITY	TOTAL
1.	Axon Body Worn Camera Interface	1	3,869.76 USD
2.	Brazos Hosting	1	22,836.93 USD
3.	Brazos Interface	1	68,510.80 USD
4.	CentralSquare Message Switch	1	5,883.06 USD
5.	CentralSquare Message Switch Additional Transaction	71	66,451.73 USD
6.	CentralSquare Message Switch Additional Transaction Annual Maintenance Fee	30	24,259.19 USD
7.	CentralSquare Message Switch Additional Transaction Annual Maintenance Fee	7	5,660.48 USD
8.	Citation Export to Court	1	2,409.75 USD
9.	eCitation Import	1	2,789.59 USD
10.	Enterprise CAD API - Customer	1	1,337.06 USD
11.	Enterprise CAD Archive Server - 2nd Instance	1	606.49 USD
12.	Enterprise CAD Archive Server Software Annual Maintenance Fee	1	606.38 USD
13.	Enterprise CAD Browser	1	8,489.26 USD
14.	Enterprise CAD Caller Location Query Subscription (OP) Annual Subscription Fee	1	2,756.26 USD
15.	Enterprise CAD Disaster Recovery System Annual Maintenance Fee	1	3,274.43 USD
16.	Enterprise CAD GISLink Utility Position Annual Maintenance	1	1,212.75 USD

MORE INFORMATION AT [CENTRALSQUARE.COM](http://CENTRALSQUARE.COM)



Renewal Order prepared by:  
Steve Castle  
stephen.castle@centralsquare.com

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Fee		
17.	Enterprise CAD Mapping Annual Maintenance Fee	90 10,914.75 USD
18.	Enterprise CAD Mapping Test or Training Annual Maintenance Fee	10 1,212.75 USD
19.	Enterprise CAD Position Annual Maintenance Fee	1 218,295.01 USD
20.	Enterprise CAD Rotation Provider Annual Maintenance Fee	1 2,425.50 USD
21.	Enterprise CAD Routing Server Annual Maintenance Fee	1 4,535.69 USD
22.	Enterprise CAD Server Software Annual Maintenance Fee	1 9,702.00 USD
23.	Enterprise CAD Test or Training System Annual Maintenance Fee	2 6,548.85 USD
24.	Enterprise FBR User	1 58,242.20 USD
25.	Enterprise Mobile Base Position Annual Maintenance Fee	325 63,063.00 USD
26.	Enterprise Mobile Base Position with CJIS/NCIC Forms Annual Maintenance Fee	313 113,877.23 USD
27.	Enterprise Mobile Disaster Recovery System Annual Maintenance Fee	1 2,304.23 USD
28.	Enterprise Mobile Magnetic Stripe Reader Software Annual Maintenance Fee	1,034 50,168.02 USD
29.	Enterprise Mobile Mapping Annual Maintenance Fee	1,265 61,365.15 USD
30.	Enterprise Mobile Mapping Test or Training Annual Maintenance Fee	5 242.55 USD
31.	Enterprise Mobile Pictometry Interface Annual Maintenance Fee	1 1,819.14 USD
32.	Enterprise Mobile Server Software Annual Maintenance Fee	1 30,318.75 USD
33.	Enterprise Mobile Test or Training System Annual Maintenance Fee	2 4,608.45 USD
34.	Enterprise RMS Disaster Recovery System	1 1,969.12 USD
35.	Enterprise RMS Equipment Maintenance	1 2,859.16 USD
36.	Enterprise RMS Evidence and Barcoding	1 2,859.60 USD
37.	Enterprise RMS Reporting Server	1 546.99 USD
38.	Enterprise RMS Server Software	1 32,818.67 USD
39.	Enterprise RMS Test or Training System	2 3,938.25 USD
40.	Enterprise RMS User - Site License	428 148,891.01 USD

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MORE INFORMATION AT [CENTRALSQUARE.COM](http://CENTRALSQUARE.COM)



Renewal Order prepared by:  
Steve Castle  
stephen.castle@centralsquare.com

41.	Field Ops (OP) Annual Subscription Fee	200	26,460.00 USD
42.	Incident/Arrest N DEX Publisher Annual Maintenance Fee	1	1,885.28 USD
43.	IQ Search (E - 501+ Concurrent Users) One Year Subscription	1	3,150.00 USD
44.	Message Switch - Standalone Client/SCARC	1	5,336.15 USD
45.	Modify Motorola MACH FAS Interface Annual Maintenance Fee	1	4,729.73 USD
46.	NCIC/State Query Position for Enterprise CAD Annual Maintenance Fee	40	4,851.01 USD
47.	NCIC/State Software Enterprise RMS Concurrent User - Site License	86	9,408.02 USD
48.	ONESolution Police-to-Citizen Annual Maintenance Fee	1	2,431.01 USD
49.	Police to Police	1	12,348.00 USD
50.	SAP ERP-CAD Interface	1	3,092.51 USD
51.	Standard Alpha Numeric Paging Interface Annual Maintenance Fee	1	2,182.96 USD
52.	Standard ANI/ALI Interface Annual Maintenance Fee	1	2,182.96 USD
53.	Standard Axon Evidence.com Integration Annual Maintenance Fee	1	2,304.61 USD
54.	Standard EMD Integration Annual Maintenance Fee	40	4,851.01 USD
55.	Standard GEARS Crash Importer	1	3,410.07 USD
56.	Standard Pictometry Integration Annual Maintenance Fee	1	1,819.14 USD
57.	Standard Tracker SAFE Publisher Interface	1	2,808.31 USD
58.	Std Enterprise CAD Motorola MCC 7500 Console Radio Interface Annual Maintenance Fee	1	3,092.51 USD
59.	Std Enterprise CAD to External System Incident Data Transfer Interface Annual Maintenance Fee	1	3,638.25 USD
60.	Std Enterprise CAD to External System Incident Data Transfer Interface Annual Maintenance Fee	1	3,638.24 USD
61.	Std Enterprise CAD to External System Incident Data Transfer Interface Annual Maintenance Fee	1	3,465.60 USD

Renewal Order Total: 1,161,565.36 USD

#### Billing Information

MORE INFORMATION AT CENTRALSQUARE.COM



Renewal Order prepared by:  
Steve Castle  
stephen.castle@centralsquare.com

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This is not an invoice. Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of the Customer.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the Ship To location provided by the Customer on the Renewal Order Form.

Please note that the Total Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of \$21.37656 will be shown as a Total Price of \$21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Total Price displayed above.

# Gwinnett County Board of Commissioners Agenda Request

<b>GCID #</b>	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing	<input checked="" type="checkbox"/> Renewals
20260108	20250086			
Department:	Police Services		Date Submitted:	01/09/2026
Working Session:	02/03/2026	Business Session:	02/03/2026	Public Hearing:
Submitted By:	crward		Multiple Depts?	No
Agenda Type	Approval			
Item of Business:		Locked by Purchasing		
		No		
to renew BL027-24, provision of cleaning and testing services for the firing range complex on an annual contract (February 13, 2026 through February 12, 2027), with Metals Treatment Technologies, LLC, amount not to exceed \$117,670.00.				
Attachments	Summary Sheet, Justification Letter			
Authorization:	Chairwoman's Signature?	No		
Staff Recommendation	Approval			
BAC Action:				
Department Head	jdmclure (1/14/2026)			
Attorney	mcintron (1/23/2026)			
Agenda Purpose Only				

## Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	Police Services	*	\$117,670	brainey (1/23/2026)
Finance Comments	*The current balance in Repairs & Maintenance is checked as services are provided. For FY2026, \$98,058 is allocated. For FY2027, \$19,612 is subject to budget approval.			FinDir's Initials
				raroyal (1/23/2026)

☐ Budget Adjust     ☐ Grand Jury

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

**SUMMARY – BL027-24**  
**Provision of Cleaning and Testing Services for the**  
**Firing Range Complex on an Annual Contract**

<b>PURPOSE:</b>	To perform semi-annual cleaning, lead abatement and lead level testing at the firing range complex.
<b>LOCATION:</b>	Department of Police Services
<b>AMOUNT TO BE SPENT:</b>	\$117,670.00
<b>PREVIOUS CONTRACT AWARD AMOUNT:</b>	\$120,000.00
<b>AMOUNT SPENT PREVIOUS CONTRACT:</b>	\$114,800.00
<b>UNIT PRICE INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):</b>	0%
<b>NUMBER OF BIDS/PROPOSALS DISTRIBUTED:</b>	N/A
<b>NUMBER OF RESPONSES:</b>	N/A
<b>PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) IF YES, NUMBER OF FIRMS REPRESENTED:</b>	N/A
<b>REASONS FOR LIMITED RESPONSE (IF RELEVANT):</b>	N/A
<b>RENEWAL OPTION NUMBER:</b>	This is renewal option two (2) of four (4).
<b>MARKET PRICES COMPARISON (FOR RENEWALS):</b>	An analysis reveals that pricing is comparable to current market conditions.
<b>CONTRACT TERM:</b>	February 13, 2026 through February 12, 2027

COMMENTS:



## MEMORANDUM

TO: Chelsey Ward  
Purchasing Associate II

THROUGH: J.D. McClure, Chief of Police *JDM*  
Department of Police Services

FROM: Felicia Kemp *FK*  
Financial Supervisor

SUBJECT: Recommendation to Renew BL027-24 Provision of Cleaning and Testing Services  
for the Firing Range Complex on an Annual Contract Name of Contract

DATE: October 1, 2025

## REQUESTED ACTION

The Department of Police Services recommends renewal of the above referenced contract with Metals Treatment Technologies, LLC, in the amount of \$117,670.00.

## DESCRIPTION

The contract is for performance of semi-annual cleaning, lead abatement, and lead level testing at the Firing Range Complex.

## FINANCIAL

1. Estimated amount to be spent: \$117,670.00
2. Projected amount to be spent previous contract period: \$114,800.00
3. Do total obligations agree with "Action Requested"? Yes X No
4. Budgeted: Yes X No      N/A
5. Grant Funded: Yes      No X
6. SPLOST Funded: Yes      No X
7. Contact name: Tina Dones Contact phone: 770-513-5064

# Gwinnett County Board of Commissioners Agenda Request

<b>GCID #</b>	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing	<input checked="" type="checkbox"/> Renewals
20260179	20250247			
Department:	Support Services		Date Submitted:	01/23/2026
Working Session:	02/03/2026	Business Session:	02/03/2026	Public Hearing:
Submitted By:	Purchasing - Brandi Cantie - AM		Multiple Depts?	No
Agenda Type	Approval			
Item of Business:		Locked by Purchasing <span style="border: 1px solid black; padding: 2px;">No</span>		
<p>to renew OS001-24, purchase of furniture for the Gwinnett Justice and Administration Center and various other County facilities on an annual contract (March 5, 2026 through March 4, 2027), per the attached recommendation letter, using competitively procured State of Georgia contracts, amount not to exceed \$8,099,003.00. This contract is funded 8.4% by various SPLOST Programs.</p>				
Attachments	Summary Sheet, Justification Letter			
Authorization:	Chairwoman's Signature?	<span style="border: 1px solid black; padding: 2px;">No</span>		
Staff Recommendation	Approval			
BAC Action:				
Department Head	rgadderley (1/27/2026)			
Attorney	nlwood (1/30/2026)			
Agenda Purpose Only				

## Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
No	Various Capital	*	\$7,647,853	brainey (1/29/2026)
Yes	Various Operating	**	\$451,150	
Finance Comments	<p>*Amount available in various capital projects. Upon approval, adjust appropriations from Libraries Administration project to Lawrenceville Library &amp; Admin HQ Renovation project. **The current balance in Supplies is checked as items are purchased. For 2026, \$8,099,003 is allocated.</p>			FinDir's Initials raroyal (1/28/2026)

☒ Budget Adjust     ☒ Grand Jury

County Clerk Use Only			PH was Held? <input type="checkbox"/>
Working Session	<div style="border: 1px solid black; height: 20px;"></div>	Vote	No Action Taken
Action	<div style="border: 1px solid black; height: 20px;"></div>		
Tabled	<div style="border: 1px solid black; height: 20px;"></div>		
Motion	<div style="border: 1px solid black; height: 20px;"></div>		
2nd by	<div style="border: 1px solid black; height: 20px;"></div>		


<b>SUMMARY – OS001-24</b> <b>Purchase of Furniture for the Gwinnett Justice and Administration Center and Various Other County Facilities on an Annual Contract</b>	
<b>PURPOSE:</b>	To purchase furniture from manufacturers and suppliers utilizing the State of Georgia contract.
<b>LOCATION:</b>	Various locations throughout Gwinnett County
<b>AMOUNT TO BE SPENT:</b>	\$8,099,003.00
<b>PREVIOUS CONTRACT AWARD AMOUNT:</b>	\$9,697,000.00
<b>AMOUNT SPENT PREVIOUS CONTRACT:</b>	\$8,366,228.51
<b>UNIT PRICE INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):</b>	N/A
<b>NUMBER OF BIDS/PROPOSALS DISTRIBUTED:</b>	N/A
<b>NUMBER OF RESPONSES:</b>	N/A
<b>PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) IF YES, NUMBER OF FIRMS REPRESENTED:</b>	N/A
<b>REASONS FOR LIMITED RESPONSE (IF RELEVANT):</b>	N/A
<b>RENEWAL OPTION NUMBER:</b>	N/A
<b>MARKET PRICES COMPARISON (FOR RENEWALS):</b>	N/A
<b>CONTRACT TERM:</b>	March 5, 2026 through March 4, 2027

COMMENTS:



## MEMORANDUM

TO: Alexis Mckennery  
Purchasing Associate III

FROM: Ron Adderley   
Director

SUBJECT: Renew OS001-24—Purchase of Furniture for Gwinnett Justice and Administration Center  
and Various Other County Facilities on an Annual Contract

DATE: January 23, 2026

### REQUESTED ACTION

The Department of Support Services recommends renewal of the above referenced contract for purchases of furniture using State of Georgia competitively procured furniture manufacturer contracts in the amount of \$8,099,003.00.

### DESCRIPTION

This renewal allows the Department of Support Services and other Departments to use the State of Georgia competitively procured active office furniture contracts with solicitation numbers beginning with 99999-001-SPD0000198-\* and 99999-SPD-G20240201-\*. Competitively bid state contracts are available to local governments to benefit from the pricing of high-volume state contracts and to ensure that furniture has been procured in accordance with County and the State of Georgia purchasing requirements. Use of the State of Georgia contract for furniture purchases offers significant cost savings for the County.

### FINANCIAL

1. Estimated amount to be spent: \$8,099,003.00
2. Projected amount to be spent previous contract period: \$8,366,228.51 (03/05/2025-03/04/2026)
3. Do total obligations agree with "Action Requested"? Yes X No
4. Budgeted: Yes      No X
5. Grant Funded: Yes      No X
6. SPLOST Funded: Yes X No
7. Contact Name: Morry Alls Contact Phone: 770.822.7117

# Gwinnett County Board of Commissioners Agenda Request

<b>GCID #</b>	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing	<input checked="" type="checkbox"/> Renewals
20260130	20241059			
Department:	Transportation		Date Submitted:	01/13/2026
Working Session:	02/03/2026	Business Session:	02/03/2026	Public Hearing:
Submitted By:	Purchasing - Brandi Cantie - AM		Multiple Depts?	No
Agenda Type	Approval			
Item of Business:		Locked by Purchasing		
		No		
<p>to renew BL117-22, purchase and installation of guardrail and fencing on an annual contract (February 16, 2026 through February 15, 2027), with Martin-Robbins Fence Company, Inc., amount not to exceed \$850,000.00. This contract is funded 22.35% by the 2017 SPLOST Program.</p>				
Attachments	Summary Sheet, Justification Letter			
Authorization:	Chairwoman's Signature?	No		
Staff Recommendation	Approval			
BAC Action:				
Department Head	eeaponte (1/14/2026)			
Attorney	tlettsome (1/27/2026)			
Agenda Purpose Only				

## Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	General	*	\$660,000	brainey (1/26/2026)
Yes	2017 SPLOST	**	\$190,000	
Finance Comments	*The current balance in Repairs & Maintenance is checked as items are purchased and services are provided. **Amount available in various capital projects. For FY2026, \$780,000 is allocated. For FY2027, \$70,000 is subject to budget approval.			FinDir's Initials
				raroyal (1/26/2026)

☐ Budget Adjust      ☐ Grand Jury

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

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


<b>PURPOSE:</b>	This contract is used to purchase and install guardrails, fencing, and handrails along County roads at identified locations.
<b>LOCATION:</b>	Various locations throughout Gwinnett County
<b>AMOUNT TO BE SPENT:</b>	\$850,000.00
<b>PREVIOUS CONTRACT AWARD AMOUNT:</b>	\$710,000.00
<b>AMOUNT SPENT PREVIOUS CONTRACT:</b>	\$710,000.00
<b>UNIT PRICE INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):</b>	0%
<b>NUMBER OF BIDS/PROPOSALS DISTRIBUTED:</b>	N/A
<b>NUMBER OF RESPONSES:</b>	N/A
<b>PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) IF YES, NUMBER OF FIRMS REPRESENTED:</b>	N/A
<b>REASONS FOR LIMITED RESPONSE (IF RELEVANT):</b>	N/A
<b>RENEWAL OPTION NUMBER:</b>	This is renewal option three (3) of three (3).
<b>MARKET PRICES COMPARISON (FOR RENEWALS):</b>	An analysis reveals that market prices have increased by approximately 5-10%. However, the current vendor has agreed to hold pricing firm for the upcoming contract period.
<b>CONTRACT TERM:</b>	February 16, 2026 through February 15, 2027


COMMENTS:



## MEMORANDUM

**TO:** Alexis Mckennery, Purchasing Associate II  
Purchasing Division, DOFS

**THROUGH:** Edgardo E. Aponte, P.E., Director   
Department of Transportation

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

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

**DATE:** November 14, 2025

### REQUESTED ACTION

The Department of Transportation recommends renewal of the above referenced contract (February 16, 2026 to February 15, 2027) with Martin-Robbins Fence Company in an amount not to exceed \$850,000.00.

### DESCRIPTION

This contract will be used to purchase and install guardrails, fencing, and handrails along County roads at identified locations. This is the third and final option to renew.

### FINANCIAL

1. Estimated amount to be spent: \$850,000.00
2. Projected amount to be spent in the previous contract period: \$ 710,000.00
3. Do total obligations agree with "Action Requested"? Yes X No
4. Budgeted: Yes   X   No
5. Grant Funded: Yes    No   X
6. SPLOST Funded:   Yes     X   (Partially) No
7. Contact name: Paul Brown Contact phone: 770.822.7558

# Gwinnett County Board of Commissioners Agenda Request

<b>GCID #</b>	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing	<input checked="" type="checkbox"/> Renewals
20260136	20250137			
Department:	Water Resources		Date Submitted:	01/13/2026
Working Session:	02/03/2026	Business Session:	02/03/2026	Public Hearing:
Submitted By:	Purchasing – Katie Maldonado – JM		Multiple Depts?	No
Agenda Type	Approval			
Item of Business:		Locked by Purchasing <span style="border: 1px solid black; padding: 2px;">No</span>		
<p>to renew SS040-24, provision of products and services for Ovivo equipment on an annual contract (February 5, 2026 through February 4, 2027), with Ovivo USA, LLC, amount not to exceed \$250,000.00.</p>				
Attachments	Summary Sheet, Justification Letter			
Authorization:	Chairwoman's Signature?	<span style="border: 1px solid black; padding: 2px;">No</span>		
Staff Recommendation	Approval			
BAC Action:				
Department Head	rmshelton (1/14/2026)			
Attorney	nlwood (1/28/2026)			
Agenda Purpose Only				

## Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	Water & Sewer Op	*	\$250,000	brainey (1/28/2026)
Finance Comments	*The current balance in Repairs & Maintenance is checked as items are purchased and services are provided. For FY2026, \$250,000 is allocated.			FinDir's Initials
				raroyal (1/28/2026)

☐ Budget Adjust      ☐ Grand Jury

County Clerk Use Only			PH was Held? <input type="checkbox"/>
Working Session	<div style="border: 1px solid black; height: 20px;"></div>	Vote	<p style="text-align: center;">No Action Taken</p>
Action	<div style="border: 1px solid black; height: 20px; background-color: #cccccc;">Renewals</div>		
Tabled	<div style="border: 1px solid black; height: 20px;"></div>		
Motion	<div style="border: 1px solid black; height: 20px;"></div>		
2nd by	<div style="border: 1px solid black; height: 20px;"></div>		

<b>SUMMARY – SS040-24</b> <b>Provision of Products and Services for Ovivo Equipment on an Annual Contract</b>	
<b>PURPOSE:</b>	This contract is used for the purchase of products and services for the Ovivo equipment located at the F. Wayne Hill Water Resources Center and Yellow River Water Reclamation Facility. This equipment is used to screen grit and other solids from wastewater during the treatment process.
<b>LOCATION:</b>	Various locations throughout Gwinnett County
<b>AMOUNT TO BE SPENT:</b>	\$250,000.00
<b>PREVIOUS CONTRACT AWARD AMOUNT:</b>	\$250,000.00
<b>AMOUNT SPENT PREVIOUS CONTRACT:</b>	\$251,450.00
<b>UNIT PRICE INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):</b>	N/A
<b>NUMBER OF BIDS/PROPOSALS DISTRIBUTED:</b>	N/A
<b>NUMBER OF RESPONSES:</b>	N/A
<b>PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) IF YES, NUMBER OF FIRMS REPRESENTED:</b>	N/A
<b>REASONS FOR LIMITED RESPONSE (IF RELEVANT):</b>	N/A
<b>RENEWAL OPTION NUMBER:</b>	N/A
<b>MARKET PRICES COMPARISON (FOR RENEWALS):</b>	N/A
<b>CONTRACT TERM:</b>	February 5, 2026 through February 4, 2027

COMMENTS:



## MEMORANDUM

TO: Jordan Mitchell  
Purchasing Associate II

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

FROM: Sean Meyer *SM*  
Deputy Director, Facility Operations

SUBJECT: Recommendation to Renew SS040-24 Provision of Products and Services for Ovivo Equipment on an Annual Contract

DATE: January 6, 2026

## REQUESTED ACTION

The Department of Water Resources recommends award of the above referenced contract to Ovivo USA, LLC in an amount not to exceed \$250,000.00.

## DESCRIPTION

This contract is used for the purchase of products and services for the Ovivo equipment located at the F. Wayne Hill Water Resources Center and Yellow River Water Reclamation Facility. This equipment is used to screen grit and other solids from wastewater during the treatment process.

## FINANCIAL

1. Estimated amount to be spent: \$250,000.00
2. Projected amount spent previous contract period: \$251,450.00
3. Do total obligations agree with "Action Requested"? Yes X No
4. Budgeted: Yes X No
5. Grant Funded: Yes      No X
6. SPLOST Funded: Yes      No X
7. Contact name: Adam Garmon (DWR) Contact phone: 678-376-7181 *AG*

# Gwinnett County Board of Commissioners Agenda Request

<b>GCID #</b>	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Renewals
20260170				
Department:	Commissioners		Date Submitted:	01/21/2026
Working Session:	02/03/2026	Business Session:	02/03/2026	Public Hearing:
Submitted By:	tegibson		Multiple Depts?	
Agenda Type	Approval			
Item of Business:		Locked by Purchasing		No
to appoint Incumbent Debra Hoyte-Malette to the Region Three Department of Behavioral Health and Developmental Disabilities (DBHDD) Advisory Council. Term expires February 6, 2029. Board of Commissioners Appointment				
Attachments	Recommendation memo			
Authorization:	Chairwoman's Signature?	No		
Staff Recommendation				
BAC Action:				
Department Head				
Attorney				
Agenda Purpose Only				

## Financial Action

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

☐ Budget Adjust      ☐ Grand Jury

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

**From:** [Coody, Ruth](#)  
**To:** [Gibson, Tammy](#)  
**Subject:** FW: First Term on the Region 3 Advisory Council is Expiring  
**Date:** Wednesday, January 21, 2026 9:59:30 AM

---

Tammy,

Debra has indicated her interest in being reappointed to a second term and I cannot say enough good things about her and her commitment to serving her community and the state. She has been excellent, and we would really like to have her reappointed.

Let me know if you need anything else from me or Debra.

Thank you,  
Ruth

---

**From:** Debra Hoyte Malette <[REDACTED]>  
**Sent:** Wednesday, January 21, 2026 9:37 AM  
**To:** Coody, Ruth <[Ruth.Coody@dbhdd.ga.gov](mailto:Ruth.Coody@dbhdd.ga.gov)>  
**Subject:** Re: First Term on the Region 3 Advisory Council is Expiring

Good morning Ruth!

Thanks for reminding me about my term expiration date. I absolutely would love to serve a second term. Please let me know if there is anything you need from me during the re-appointment process and I will be happy to provide it.

Thank you so much!  
-Deb

---

On Jan 21, 2026, at 9:15 AM, Coody, Ruth <[Ruth.Coody@dbhdd.ga.gov](mailto:Ruth.Coody@dbhdd.ga.gov)> wrote:

Debra,

I noticed that your first term on the DBHDD Region 3 Advisory Council expires on February 6, 2026. You are eligible for a second three-year term if you would like to be reappointed. I would certainly like for you to continue and hope that you will seek a second term. You can continue serving while Gwinnett County gets your name on their agenda to reappoint you if they do not get you reappointed by the end date of your first term.

Please let me know if you would like to be reappointed to a second term and I will contact Tammy Gibson who will get your name on the agenda of the Gwinnett County Board of Commissioners.

Thank you for being such a great and productive member of the Region 3 Advisory Council!

Ruth Coody, Advisory Council Assistant  
DBHDD-Region 3 Field Office  
Georgia Regional Hospital at Atlanta  
3073 Panthersville Road, Building 10, Decatur, Georgia 30034  
Direct Line: 404-244-5072; Fax: 404-244-5176  
Region 3 Office Number: 404-244-5050  
Email: [ruth.coody@dbhdd.ga.gov](mailto:ruth.coody@dbhdd.ga.gov)

# Gwinnett County Board of Commissioners Agenda Request

<b>GCID #</b>	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Renewals
20260171				
Department:	Commissioners		Date Submitted:	01/21/2026
Working Session:	02/03/2026	Business Session:	02/03/2026	Public Hearing:
Submitted By:	tegibson		Multiple Depts?	
Agenda Type	Approval			
Item of Business:		Locked by Purchasing		No
to appoint Denise Rumbaugh to the Board of Assessors to fill the unexpired term of Johnny Blan. Term expires February 15, 2028. Chairwoman's Appointment				
Attachments	Resolution			
Authorization:	Chairwoman's Signature?	Yes		
Staff Recommendation				
BAC Action:				
Department Head				
Attorney				
Agenda Purpose Only				

## Financial Action

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

☐ Budget Adjust      ☐ Grand Jury

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

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

**RESOLUTION ENTITLED:** APPOINTMENT OF DENISE RUMBAUGH TO THE BOARD OF ASSESSORS

**ADOPTION DATE:** FEBRUARY 3, 2026

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.

<b>Name</b>	<b>Present</b>	<b>Vote</b>
Nicole L. Hendrickson, Chairwoman		
Kirkland D. Carden, District I		
Ben Ku, District 2		
Jasper Watkins III, District 3		
Matthew Holtkamp, District 4		

On motion of Commissioner \_\_\_\_\_, which carried a \_\_-\_\_ vote, the Resolution entitled, **APPOINTMENT OF DENISE RUMBAUGH TO THE BOARD OF ASSESSORS**, as set forth below, is hereby adopted:

**WHEREAS**, there is a vacancy on the Board of Assessors; and

**WHEREAS**, the law requires the County Commission must appoint a successor when a vacancy occurs; and

**WHEREAS**, the person appointed will serve a term of six years; and

**NOW, THEREFORE, BE IT RESOLVED** by the Gwinnett County Board of Commissioners that they appoint **Denise Rumbaugh** to the Board of Assessors with term of office to begin on February 4, 2026 and expire on February 15, 2028.

GWINNETT COUNTY BOARD OF COMMISSIONERS

BY: \_\_\_\_\_  
 NICOLE L. HENDRICKSON, CHAIRWOMAN

ATTEST:

BY: \_\_\_\_\_ (SEAL)  
 TINA M. KING, COUNTY CLERK

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
 COUNTY ATTORNEY

# Gwinnett County Board of Commissioners Agenda Request

<b>GCID #</b>	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Renewals
20260173				
Department:	Commissioners		Date Submitted:	01/21/2026
Working Session:	02/03/2026	Business Session:	02/03/2026	Public Hearing:
Submitted By:	tegibson		Multiple Depts?	
Agenda Type	Approval			
Item of Business:			Locked by Purchasing	No
to appoint Sammy Baker to the Zoning Board of Appeals. Term expires February 28, 2027. Incumbent Denise Rumbaugh. 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 style="width: 90%;" type="text"/>	Vote	No Action Taken
Action	<input style="width: 90%;" type="text"/>		
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

<b>GCID #</b>	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Renewals
20260176				
Department:	Commissioners		Date Submitted:	01/22/2026
Working Session:	02/03/2026	Business Session:	02/03/2026	Public Hearing:
Submitted By:	tegibson		Multiple Depts?	
Agenda Type	Approval			
Item of Business:		Locked by Purchasing		
		No		
<p>to appoint Raveesh Batra to the Gwinnett County Human Services Advisory Board. Member serves at the pleasure of the Board of Commissioners. Incumbent Rena Harris. District 3/Watkins</p>				
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 style="width: 90%;" type="text"/>	Vote	<div style="border: 1px solid black; height: 100px; padding: 5px;">No Action Taken</div>
Action	<input style="width: 90%;" type="text"/>		
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

<b>GCID #</b>	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Renewals
20260191				
Department:	Commissioners		Date Submitted:	01/28/2026
Working Session:	02/03/2026	Business Session:	02/03/2026	Public Hearing:
Submitted By:	tegibson		Multiple Depts?	
Agenda Type	Approval			
Item of Business:			Locked by Purchasing	No
to accept the resignation of Roxanne Raven from the Tree Advisory Committee. Term expires December 31, 2027. Chairwoman's Appointment				
Attachments	None			
Authorization:	Chairwoman's Signature?	No		
Staff Recommendation				
BAC Action:				
Department Head				
Attorney				
Agenda Purpose Only				

## Financial Action

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

☐ Budget Adjust      ☐ Grand Jury

County Clerk Use Only			PH was Held? <input type="checkbox"/>
Working Session	<input style="width: 90%;" type="text"/>	Vote	No Action Taken
Action	<input style="width: 90%;" type="text"/>		
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

<b>GCID #</b>	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Renewals
20260104				
Department:	Information Technology Services		Date Submitted:	01/09/2026
Working Session:	02/03/2026	Business Session:	02/03/2026	Public Hearing:
Submitted By:	tracilwilliams		Multiple Depts?	No
Agenda Type	Approval			
Item of Business:		Locked by Purchasing		No
<p>to declare the attached list of technology equipment and software as surplus/salvage to be disposed in accordance with the Gwinnett County Code of Ordinances.</p>				
Attachments	Recommendation Letter, Surplus List			
Authorization:	Chairwoman's Signature?	No		
Staff Recommendation	Approval			
BAC Action:				
Department Head	daparks (1/12/2026)			
Attorney	jjkandel (1/30/2026)			
Agenda Purpose Only				

## Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
No	Admin Support	*	*	brainey (1/30/2026)
Finance Comments	*Upon final documentation of sale, adjust revenue and appropriations budgets as necessary to incorporate anticipated revenue.			FinDir's Initials
				raroyal (1/30/2026)


☒ Budget Adjust     ☒ Grand Jury


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



## MEMORANDUM

TO: Board of Commissioners  
Gwinnett County Government

THROUGH: Dorothy Parks, Director/ CIO   
Department of Information Technology Services

FROM: John Kable, ITS Assistant Director   
Department of Information Technology Services

SUBJECT: Declaration of Surplus and Approval to dispose of Obsolete and/or Damaged  
Technology equipment

DATE: January 8, 2026

## REQUESTED ACTION

The Department of Information Technology Services is requesting approval to declare the attached list of technology equipment as surplus/salvage to be disposed of in accordance with the Gwinnett County Purchasing Ordinance (Sec. 2-607(b)). Information Technology Services will use RP017-25 Provision of Electronics Recycling and Value Recovery Services as the means of disposal.

## DESCRIPTION

The attached equipment and software, which had an original acquisition cost of over \$10,000, can no longer be used advantageously by the County. The equipment has become obsolete and/or damaged and because of its obsolescence and age, the equipment is no longer serviceable. It does not fulfill the County's future information processing plans, and it would be costly and ineffective to maintain for any information processing needs.

## FINANCIAL

1. Estimated amount to be spent: N/A
2. Projected amount to be spent previous contract period: N/A
3. Do total obligations agree with "Action Requested"? Yes N/A No \_\_\_\_\_
4. Budgeted: Yes \_\_\_\_\_ No X
5. Grant Funded: Yes \_\_\_\_\_ No X
6. SPLOST Funded: Yes \_\_\_\_\_ No X
7. Contact name: Traci Williams Contact phone: 770-822-8944

**Q1 2026 IT Assets to be Surplused**  
**\$10K and Over**

<b>Equipment Category</b>	<b>Serial Number</b>	<b>Fixed Asset Number</b>	<b>Cost</b>
Video Equipment	H3.02652	501133	\$ 10,377.30
Video Equipment	H3.02650	501134	\$ 10,377.30
Switch	CAT2035L36V	502404	\$ 18,865.00

# Gwinnett County Board of Commissioners Agenda Request

<b>GCID #</b>	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Renewals
20260184				
Department:	Law Department		Date Submitted:	01/27/2026
Working Session:	02/03/2026	Business Session:	02/03/2026	Public Hearing:
Submitted By:	Michael P. Ludwiczak		Multiple Depts?	
Agenda Type	Approval/authorization			
Item of Business:		Locked by Purchasing		No
<p>for Declaration of Taking Condemnation proceedings for the property of Richard Lloyd Rice, Jr., Erica Venice Peterson, Navy Federal Credit Union and Midland Credit Management, Inc., consisting of 0.051 acres of permanent construction easement, and 0.004 acres of permanent drainage easement, Tax Parcel No. R6010 046, 3600 South Rockbridge Road, Stone Mountain, GA, amount \$2,400.00. This project is funded by the 2023 SPLOST program.</p>				
Attachments	Justification Memorandum, Maps, Resolution			
Authorization:	Chairwoman's Signature?	Yes		
Staff Recommendation				
BAC Action:				
Department Head	mpludwiczak (1/28/2026)			
Attorney	tllettsome (1/30/2026)			
Agenda Purpose Only				

## Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	2023 SPLOST	*	\$2,400	brainey (1/29/2026)
Finance Comments	*Amount available in South Rockbridge Road - Rockbridge Road project. Adjust budget to align with approval of this contract.			FinDir's Initials
				raroyal (1/29/2026)

☒ Budget Adjust     ☒ Grand Jury

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



## MEMORANDUM

TO: Chairwoman  
District Commissioners

THROUGH: Michael P. Ludwiczak *ML*  
County Attorney

FROM: Tracy L. Lettsome *TL*  
Senior Assistant County Attorney

SUBJECT: Declaration of Taking – GCID 2026-0184

DATE: January 13, 2026

### ITEM OF BUSINESS

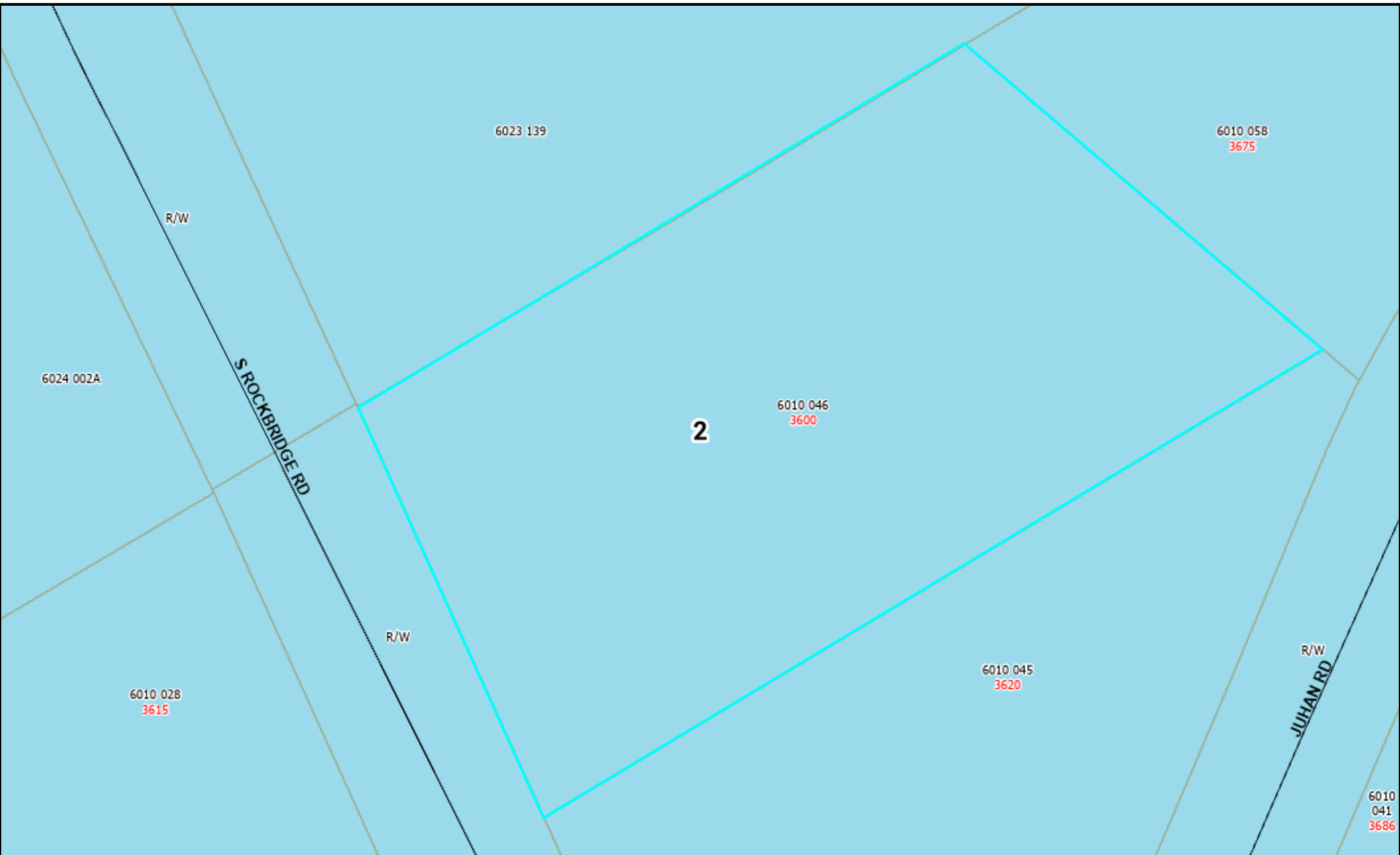
Approval/Authorization for Declaration of Taking Condemnation proceedings for the property of Richard Lloyd Rice, Jr., Erica Venice Peterson, Navy Federal Credit Union and Midland Credit Management, Inc., consisting of 0.051 acres of permanent construction easement, and 0.004 acres of permanent drainage easement, Tax Parcel No. R6010 046, 3600 South Rockbridge Road, Stone Mountain, GA, amount \$2,400.00. This project is funded by the 2023 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 0.051 acres of permanent construction easement, and 0.004 acres of permanent drainage easement. The acquisition of the right of way and easements is necessary for the project named South Rockbridge Road Sidewalk Project (From North Deshong to Juhan Road). The subject property is zoned R-100, and the parcel is within Commission District 2. The estimated amount of just and adequate compensation for the acquisition is \$2,400.00.

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

# GWINNETT COUNTY GIS MAP

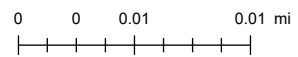
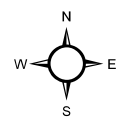


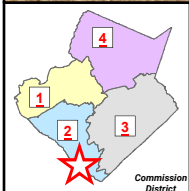
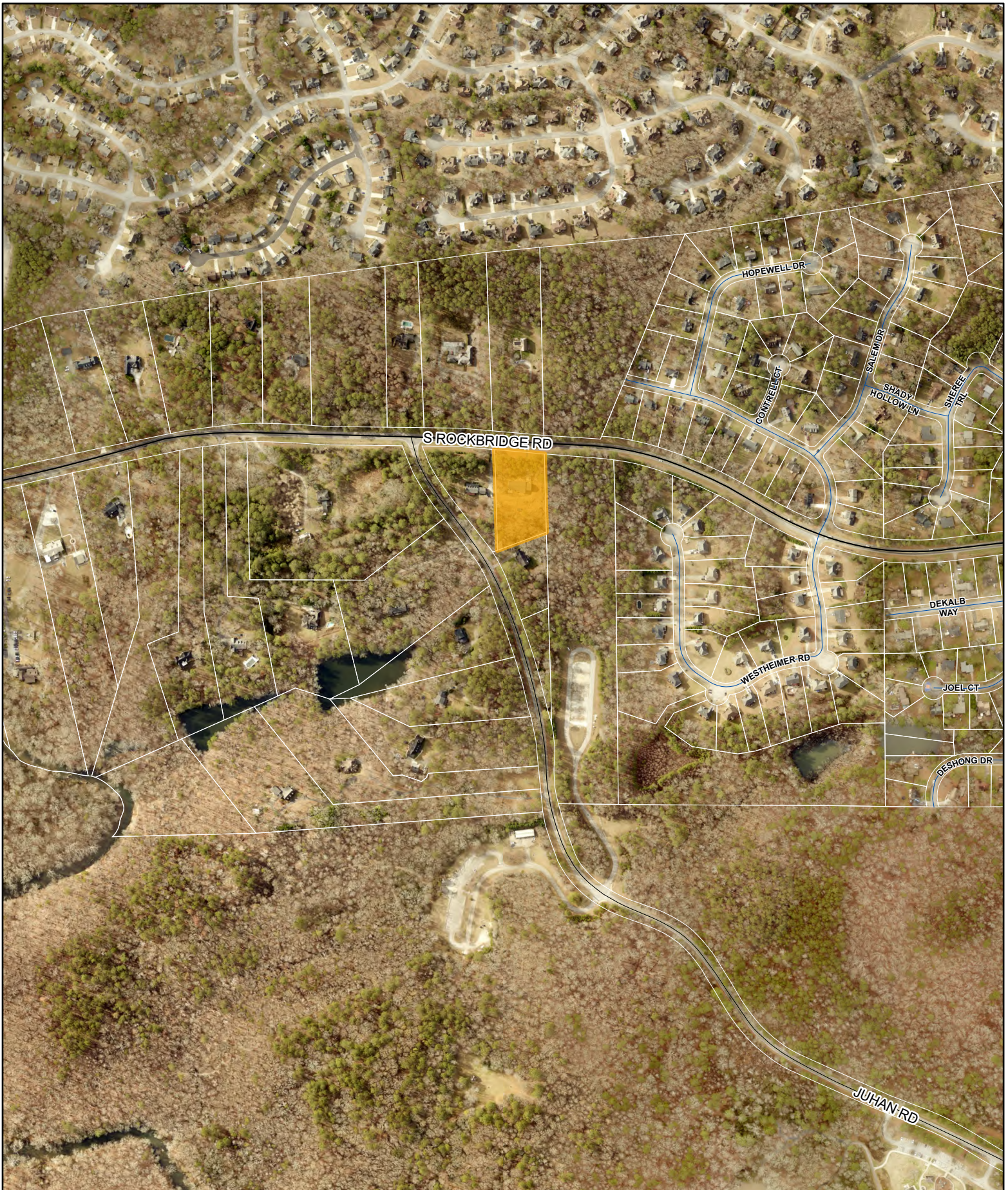
Project Name: South Rockbridge Road Project (From North Deshong to Juhan Road)

GCID: 2026-0184

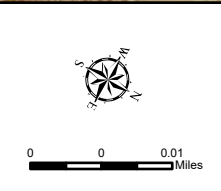
Commission District: 2

Parcel: 26





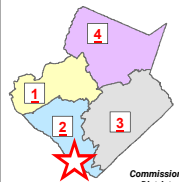
F01533.1 SOUTH ROCKBRIDGE ROAD PROJECT (FROM NORTH DESHONG TO JUHAN ROAD)  
 ERICA VENICE PETERSON AND RICHARD LLOYD RICE, JR., AS JOINT TENANTS WITH RIGHTS  
 OF SURVIVORSHIP  
 PIN: 6010 046





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S-ROCKBRIDGE-RD

JUHAN RD



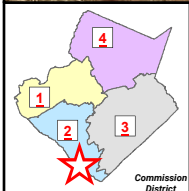
F01533 SOUTH ROCKBRIDGE ROAD PROJECT (FROM NORTH DESHONG TO JUHAN ROAD)  
ERICA VENICE PETERSON AND RICHARD LLOYD RICE JR., AS JOINT TENANTS WITH RIGHTS OF  
SURVIVORSHIP  
PIN: 6010 046

-  0.051 ACRES PERMANENT CONSTRUCTION EASEMENT
-  0.004 ACRES PERMANENT DRAINAGE EASEMENT





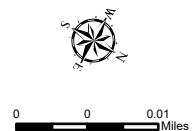
0 0 0.01  
Miles

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F01533 SOUTH ROCKBRIDGE ROAD PROJECT (FROM NORTH DESHONG TO JUHAN ROAD)  
ERICA VENICE PETERSON AND RICHARD LLOYD RICE JR., AS JOINT TENANTS WITH RIGHTS OF  
SURVIVORSHIP  
PIN: 6010 046

-  0.051 ACRES PERMANENT CONSTRUCTION EASEMENT
-  0.004 ACRES PERMANENT DRAINAGE EASEMENT



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APPENDIX "A" TO EXHIBIT "A"

**GWINNETT COUNTY**

**BOARD OF COMMISSIONERS**

**LAWRENCEVILLE, GEORGIA**

**RESOLUTION ENTITLED:** Declaration of Taking for a Condemnation Proceeding

**ADOPTION DATE:** FEBRUARY 3, 2026

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 South Rockbridge Road Sidewalk Project (From North Deshong to Juhan Road) as part of the Gwinnett County Road System of the State of Georgia, known and designated as Project F01533.1, and being more fully shown on a map and drawing on file in the office of the Gwinnett County Department of Transportation, 446 West Crogan Street, 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: 26**

**0.051 acres permanent construction easement**

**0.004 acres permanent drainage easement**

**Owners: Richard Lloyd Rice, Jr., Erica Venice Peterson, Navy Federal Credit Union and Midland Credit Management, Inc.**

**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 \_\_\_\_ day of February, 2026.

GWINNETT COUNTY BOARD OF COMMISSIONERS

BY:

\_\_\_\_\_  
NICOLE L. HENDRICKSON, CHAIRWOMAN

ATTEST:

BY:

\_\_\_\_\_  
TINA KING, COUNTY CLERK (SEAL)

APPROVED AS TO FORM:

BY:

\_\_\_\_\_  
SENIOR ASSISTANT COUNTY ATTORNEY

# Gwinnett County Board of Commissioners Agenda Request

<b>GCID #</b>	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Renewals
20260124				
Department:	Transportation		Date Submitted:	01/12/2026
Working Session:	02/03/2026	Business Session:	02/03/2026	Public Hearing:
Submitted By:	Purchasing – Katie Maldonado - MM		Multiple Depts?	No
Agenda Type	Award			
Item of Business:		Locked by Purchasing		No
<p>RP010-25, lease of a site at the Gwinnett County Airport, to GMD Properties, LLC dba Aircraft Specialists Jet Center. The term of this lease shall be 25 years. This lease may be automatically renewed for three additional five-year terms, for a lifetime term of 40 years.</p>				
Attachments	Summary Sheet, Justification Letter, Score Tabulation			
Authorization:	Chairwoman's Signature?	Yes		
Staff Recommendation	Award			
BAC Action:	Airport Authority Approved on December 11, 2025, Vote 3-0.			
Department Head	eeaponte (1/16/2026)			
Attorney	jennyscarter (1/28/2026)			
Agenda Purpose Only				

## Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
No	Airport Op	*	\$5,093	brainey (1/28/2026)
Finance Comments	*Upon approval, adjust 2026 revenues and appropriations as necessary. Revenue budget will be adjusted annually as new lease amounts are determined. For 2027-2051, \$5,093 is subject to budget approval.			FinDir's Initials
				raroyal (1/28/2026)

☒ Budget Adjust     ☒ Grand Jury

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

**SUMMARY – RP010-25**  
**Lease of a Site at the Gwinnett County Airport**

<b>PURPOSE:</b>	This lease is for a 3.508 acre site located on the south side of the airport.
<b>LOCATION:</b>	Gwinnett County Airport
<b>AMOUNT TO BE SPENT:</b>	N/A
<b>PREVIOUS CONTRACT AWARD AMOUNT:</b>	N/A
<b>AMOUNT SPENT PREVIOUS CONTRACT:</b>	N/A
<b>UNIT PRICE INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):</b>	N/A
<b>NUMBER OF BIDS/PROPOSALS DISTRIBUTED:</b>	795 106 website viewings
<b>NUMBER OF RESPONSES:</b>	2 1 withdrew*
<b>PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) IF YES, NUMBER OF FIRMS REPRESENTED:</b>	Yes 1
<b>REASONS FOR LIMITED RESPONSE (IF RELEVANT):</b>	There are a limited number of vendors who provide the services required by this contract.
<b>RENEWAL OPTION NUMBER:</b>	N/A
<b>MARKET PRICES COMPARISON (FOR RENEWALS):</b>	N/A
<b>CONTRACT TERM:</b>	The initial term of the lease shall be 25 years. This lease may be automatically renewed for three (3) additional five (5) year terms for a total lifetime term of 40 years.

COMMENTS: \*One vendor withdrew their proposal due to their inability to agree to terms of the contract.



## MEMORANDUM

**TO:** Michael Milstein  
Purchasing Associate II

**THROUGH:** Edgardo E. Aponte, P.E. *E.A.*  
Director of Transportation

**FROM:** Matthew L. Smith *MS*  
Airport Division Director

**SUBJECT:** Recommendation to Award RP010-25 Lease of a Site at the Gwinnett County Airport to GMD Properties, LLC

**DATE:** January 13, 2026

### REQUESTED ACTION

The Department of Transportation recommends award of the above referenced contract to GMD Properties LLC.

### DESCRIPTION

This lease is for a 3.5 acre site located on the south side of the airport. It is for a twenty-five year term, with three 5-year options to renew for a total term of 40 years. The Airport Authority approved award of the lease at its meeting held on December 11, 2025 with a 3-0 vote.

References checked?   X   Yes        No

### FINANCIAL

1. Estimated amount to be spent: N/A
2. Projected amount to be spent previous contract period: N/A
3. Do total obligations agree with "Action Requested"? Yes   X   No
4. Budgeted: Yes        No   X   N/A
5. Grant Funded: Yes        No   X
6. SPLOST Funded: Yes        No   X
7. Contact name: Erika Rivera Contact phone: 770-822-7406

LEASE AGREEMENT  
WITH  
GWINNETT COUNTY AIRPORT  
AND  
GMD PROPERTIES, LLC  
DBA AIRCRAFT SPECIALISTS JET CENTER

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COUNTY OF GWINNETT  
STATE OF GEORGIA

LEASE AGREEMENT

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2026, by and among the GWINNETT COUNTY AIRPORT AUTHORITY (the "Authority"), a body corporate and politic and a political subdivision and public corporation of the State of Georgia, GWINNETT COUNTY (the "County"), a political subdivision of the State of Georgia (collectively, and/or individually, "Lessor"), and GMD PROPERTIES, LLC, a Georgia limited liability company, DBA AIRCRAFT SPECIALISTS JET CENTER, hereinafter referred to as "Lessee."

WITNESSETH:

WHEREAS, the County and the Authority did enter into a Management Agreement dated January 19, 2021, for the operation and maintenance of Gwinnett County Airport- Briscoe Field (the "Airport"), and wherever "Lessor" is used herein it shall be construed to mean the County and/or the Authority; and

WHEREAS, Lessor and Lessee are mutually desirous of entering into a lease for the use and occupancy by Lessee of certain areas at the Airport;

NOW, THEREFORE, for and in consideration of the respective promises and mutual agreements made by the parties hereto hereinafter set forth, Lessor hereby grants to Lessee the right to use and occupy the land area at the Airport shown on Exhibit A together with all buildings, structures, improvements, additions and permanent installations now existing or hereinafter constructed and installed therein or thereon (hereinafter called the "Leased Premises") during the term of this Agreement upon the following terms and conditions, and it is hereby mutually agreed as follows:

## SECTION 1

### TERM

- 1.1 Base Term. The base term of this Agreement shall be for a twenty-five (25) year period commencing on May 1, 2026, and expiring on April 30, 2051 ("Base Term"), unless extended or sooner terminated in accordance with the provisions hereof.
- 1.2 Renewal Terms. At the expiration of the Base Term, Lessee shall have the option to extend the term of this Agreement, at Lessee's sole option, upon the same provisions contained herein, for up to three (3) additional five (5) year renewal terms ("Renewal Terms"), upon written notice provided by Lessee to Lessor at least 180 days prior to the expiration of the Base Term or the then current Renewal Term, as applicable.

## SECTION 2

### LEASED PREMISES

- 2.1 The Leased Premises, identified as shown on Exhibit A, attached hereto and incorporated herein by reference, consists of the following:
  - 2.1.1 Lease Area consisting of approximately 152,799 square feet, together with all buildings, structures, improvements, additions, and permanent installations ("Improvements") constructed and installed thereon.

## SECTION 3

### USE OF LEASED PREMISES

- 3.1 Lessee shall continuously occupy and use the Leased Premises for the following purposes and for no other purpose whatsoever:
  - 3.1.1 for storage of aircraft; and
  - 3.1.2 for any other activities authorized in writing by the Authority.
- 3.2 All other uses of the Leased Premises are prohibited. Specifically prohibited uses include but are not limited to, a fuel farm or other permanent fueling facility such as fuel trucks parked on the Leased Premises.
- 3.3 Unauthorized use by Lessee of the Leased Premises or abandonment by Lessee of its authorized aviation-related use of the Leased Premises shall be grounds for termination in accordance with Section 19.

SECTION 4  
RENTS AND FEES

- 4.1 Rent. For Use and Occupancy of the Leased Premises herein granted, Lessee agrees to pay to Lessor the following annual rental payments ("Base Rent"), to be paid in equal monthly installments as provided herein.
- 4.1.1 Years 1 through 3: Base Rent shall equal \$0.05 per square foot.
- 4.1.2 Years 4 through 13: Base Rent shall equal \$0.75 per square foot, subject to CPI Adjustment in accordance with Section 4.2.1.
- 4.1.3 Years 14 through the end of the lease term, including any Renewal Terms: base rent in an amount established in accordance with the most recent Market Rent Analysis conducted as set forth in Section 4.2.2 ("Adjusted Base Rent").
- 4.2 Adjustments to Rent.
- 4.2.1 CPI Adjustment. Effective on May 1, 2031, and on May 1 of every three years thereafter during the remaining term, including any Renewal Terms, except for any year in which a Market Rent Analysis is conducted pursuant to Section 4.2.2, the annual rent payable hereunder shall be adjusted as provided herein based on the Consumer Price Index for all Urban Consumers, all items, selected large cities, for Atlanta, Georgia, as published by the Bureau of Labor Statistics of the United States Department for Labor, 1982-84 base=100 (the "CPI"). In the event the base year of such index is changed, the CPI shall be converted to the equivalent of the base year 1982-84 =100.
- 4.2.1.1 The CPI adjustment shall be determined by multiplying the Base Rent set forth in Section 4.1 above or, if applicable, the then current Adjusted Base Rent established pursuant to Section 4.2.2, by a fraction, the numerator of which shall be the CPI published for the year most recently preceding said January 1 date, and the denominator of which shall be the annual CPI published for the latter of 2026 or the year the most recent Market Rent Analysis was conducted, hereinafter referred to as Lessee's base year.
- 4.2.1.2 In no event shall the annual rent payable under this Section 4.2.1 be less than the applicable Base Rent set forth in Section 4.1 above or, if applicable, the then current Adjusted Base Rent established pursuant to Section 4.2.2.
- 4.2.2 Market Rent Adjustment. Effective on May 1, 2039, and on May 1 of every ten years

thereafter during the remaining term, including any Renewal Terms, the Adjusted Base Rent shall be determined pursuant to a Market Rent Analysis as follows.

4.2.2.1 The parties hereby authorize the Airport Manager, the employee designated by Lessor to perform airport management functions, to seek a Market Rent Analysis. The Market Rent Analysis shall be prepared by an MAI certified appraiser selected by the Airport Manager by August 1 of the year prior to the effective date of this adjustment, and the costs of the Market Rent Analysis shall be paid from Airport funds. The Market Rent Analysis shall be based on the number of square feet of land area in the Leased Premises and shall not include the value of any improvements constructed by Lessee.

4.2.2.2 Once the Airport Manager receives the Market Rent Analysis, the Airport Manager shall forward a copy of the Market Rent Analysis to Lessee within five (5) business days of receipt. Provided Lessee is in agreement with the Market Rent Analysis, it shall establish the Adjusted Base Rent. Should Lessee disagree with the Market Rent Analysis, Lessee may hire, at its own cost, a certified MAI appraiser to perform its own Market Rent Analysis. Lessee shall have twenty (20) days from the date of receipt of Lessor's Market Rent Analysis to engage an MAI certified appraiser and provide written notice to the Airport Manager of such engagement. Any Market Rent Analysis performed at the request of Lessee, shall be forwarded to the Airport Manager within five (5) business days of the receipt of the Market Rent Analysis by Lessee. Upon receipt of Lessee's Market Rent Analysis, the parties may engage in negotiations to determine the Adjusted Base Rent considering the Market Rent Analysis received by each party.

4.2.2.3 If the parties are unable to reach an agreement within thirty (30) days after receipt of Lessee's Market Rent Analysis, the parties may mutually choose a third MAI certified appraiser to perform a final Market Rent Analysis, the costs of which shall be split equally between the parties. This third Market Rent Analysis will establish the adjusted base rent (which shall be no higher than the Market Analysis obtained by the Airport Manager and no lower than the Market Analysis obtained by Lessee) unless the parties have reached an agreement as to the Adjusted Base Rent prior to the completion of third

Market Rent Analysis.

- 4.2.2.4 In no event shall the Adjusted Base Rent established under this Section 4.2.2 be less than the applicable Base Rent set forth in 4.1 or the then current Adjusted Base Rent established pursuant to this Section 4.2.2.
- 4.3 One twelfth of the current Base Rent, or the then current Adjusted Base Rent, shall be paid monthly ("Monthly Rent") on the first day of each month in advance at the office of the Airport Manager, at the address specified in Section 26 hereof, or at such other office as may be directed in writing by Lessor in accordance with the requirements of Section 26.
- 4.4 In addition to all other rent and fees set forth in this Section, and commencing upon the effective date of the Agreement, Lessee shall pay to Lessor the following fees:
  - 4.4.1 an annual stormwater utility fee calculated by applying the stormwater service fee rate established by the County to the square footage of impervious surface within the Leased Premises.
  - 4.4.2 any other standard fees or charges that may be imposed at any time by Lessor on operations at the Airport, in a reasonable and nondiscriminatory fashion consistent with the Federal Aviation Administration grant assurances. For any fee or charge to be imposed by Lessor, there must be reasonable justification, Lessee must be given written notice of not less than ninety (90) days and Lessee must be given an opportunity to inquire as to any proposed fee or charge and provide input; provided, however, that Lessor shall have final decision-making authority with respect to any such fees and charges.
- 4.5 The fees specified in Section 4.4 shall be paid by Lessee to Lessor pursuant to a schedule established by Lessor.
- 4.6 Nothing contained in the foregoing shall affect the survival of the obligations of Lessee as set forth in the Sections of this Agreement covering the survival of Lessee's obligations.
- 4.7 The fees specified above shall be payable at the office of the Airport Manager at the address provided in Section 26 or at such other office as may be directed in writing by Lessor in accordance with the requirements of Section 26.
- 4.8 Reserve account for repairs and maintenance.
  - 4.8.1 In addition to all other rent and fees set forth in this Section, beginning in the month following completion of all construction required by this Agreement, Lessee shall pay Lessor an amount to be determined based on an appraiser's estimated repair cost, but in no event more than \$3,000.00 per month, on the first day of each month

at the office of the Airport Manager, at the address specified in Section 26 hereof, or at such other office as may be directed in writing by Lessor in accordance with the requirements of Section 26, for the funding of a reserve account for repairs and maintenance.

4.8.2 Lessee shall deposit said funds into a separate interest-bearing account ("Reserve Account") to be used as provided herein.

4.8.3 All interest earned on the Reserve Account will be added to and become a part of the Reserve Account.

4.8.4 Within 90 days of the end of the term, including any renewals thereof, funds remaining in the Reserve Account, less any deductions made by the Authority in its sole discretion to cover the costs of deferred repairs or maintenance, shall be returned to Lessee.

4.8.5 Lessee may periodically withdraw funds from the Reserve Account for the sole purpose of repairing and maintaining the Leased Premises in accordance with the following procedures.

4.8.5.1 Except in cases where emergency repairs are needed, all requests to withdraw funds shall be submitted to the Airport Director for approval. All such requests shall be accompanied by a description of the work to be performed and copies of all repair estimates. For any repair or maintenance work in excess of \$5,000.00, a minimum of three (3) estimates must be obtained. Requests to withdraw funds shall be determined by the Airport Director within 45 days of receipt. Requests shall be approved, in full or in part, if the Airport Director determines that the proposed work is compatible with Lessee's repair and maintenance obligations under this Agreement and the estimated cost appears reasonable. If approved, funds shall be made available upon submission of invoices and receipts. If all or any part of a request is denied, Lessee may appeal such denial to the Authority, and any such appeal shall be considered at the next meeting of the Authority. The decision of the Authority shall be the final determination regarding the use of Reserve Account funds.

4.8.5.2 In the event emergency repairs are needed, requests for reimbursement shall be submitted to the Airport Director for approval. All such requests

shall be accompanied by documentation of the need for emergency repairs, a description of the work performed, and copies of all invoices and receipts. Requests for reimbursement shall be determined by the Airport Director within 45 days of receipt. Requests shall be approved, in full or in part, if the Airport Director determines that the repair was compatible with Lessee's repair obligations under this Agreement and the estimated cost appears reasonable considering that the repairs were undertaken on an emergency basis. If all or any part of a request is denied, Lessee may appeal such denial to the Authority, and any such appeal shall be considered at the next meeting of the Authority. The decision of the Authority shall be the final determination regarding the use of Reserve Account funds

- 4.8.6 If Lessee fails to properly repair and maintain the Leased Premises as required by this Agreement, Lessor may, in its sole discretion, as authorized by Section 5.4, make use of any amounts in the Reserve Account to bring the Leased Premises into compliance with the repair and maintenance requirements of this Agreement. Lessor is hereby authorized to use funds from the Reserve Account as reimbursement for all costs incurred by Lessor in performing Lessee's repair and maintenance responsibilities, plus a three percent (3%) administrative charge.
- 4.8.7 Lessor is hereby authorized to use funds from the Reserve Account as reimbursement for all costs incurred by Lessor in accordance with Section 5.7, plus a three percent (3%) administrative charge.
- 4.8.8 Lessor shall furnish annual statements for the Reserve Account to Lessee. This statement shall show the current balance of the Reserve Account, including all withdrawals and deposits during the preceding year, and a summary of expenditures made with funds from the Reserve Account.

## SECTION 5

### ACCEPTANCE, CARE, MAINTENANCE,

#### IMPROVEMENTS AND REPAIR

- 5.1 Lessee warrants that it has inspected the Leased Premises and accepts possession of the Leased Premises, as defined in Section 2, and the improvements thereon "as is" in its present condition, and subject to all limitations imposed upon the use thereof by the rules

and regulations of the Federal Aviation Administration and by ordinances of Lessor and admits its suitability and sufficiency for the uses permitted hereunder. Except as may otherwise be provided for herein, Lessor shall not be required to maintain nor to make any improvements, repairs or restorations upon or to the Leased Premises or to any of the improvements presently located thereon. Unless caused by the sole negligence or willful misconduct of Lessor, Lessor shall never have any obligation to repair, maintain or restore, during the term of this Agreement, including any renewals thereof, any improvements placed upon the Leased Premises by Lessee, its successors and assigns, provided however that Lessor assumes no obligation under this agreement to repair damage caused by public utilities under its control, including but not limited to, water and sewage service.

5.2 New Construction Commitment.

5.2.1 In accordance with the schedule set forth herein, Lessee shall complete construction of a hangar facility comprised of a hangar with attached office space, ramp area, taxiway and automobile parking spaces (the "Hangar Facility"), with an estimated investment of \$10,950,030.00, in general conformance with Lessee's Response to Gwinnett County, GA RP010-25, the relevant pages of which are attached hereto as Exhibit B and incorporated herein by reference.

5.2.1.1 Design and permitting of the Hangar Facility shall be completed within the first twelve (12) months of the Base Term.

5.2.1.2 Demolition of the existing hangar shall be completed within the first twelve (12) months of the Base Term.

5.2.1.3 The Hangar Facility shall be completed within the first 36 months of the Base Term.

5.2.2 In order to ensure a uniform appearance at the Airport, Lessee shall paint the exterior of the Hangar Facility, and any other buildings authorized to be constructed on the Leased Premises, in a color or colors selected by Lessor and shall maintain the exterior of the Hangar Facility and any other approved buildings in such color or colors throughout the term, including any renewals thereof.

5.2.3 Promptly upon completion of the Hangar Facility, Lessee shall deliver to Lessor the following:

5.2.3.1 a statement, certified by a certified public accountant, showing a total expenditure for the Hangar Facility, with appropriate detail reasonably

- satisfactory to Lessor. Such amount shall include only actual out-of-pocket expenses paid to contractors, subcontractors, suppliers and other unrelated third parties;
- 5.2.3.2 a certificate signed by Lessee's architect or engineer stating that the Hangar Facility has been completed in accordance with the approved plans, in accordance with the requirements of public authorities having jurisdiction, and in accordance with all other requirements of this Agreement;
- 5.2.3.3 copies of any certificates of occupancy or other certificates, permits, and licenses as shall be necessary for the use, occupancy, and operation of the Hangar Facility;
- 5.2.3.4 copies of final and complete releases, executed by Lessee's general contractors and any of their subcontractors and suppliers with then current potential lien rights, of their respective rights to file or assert a mechanic's lien against all or any portion of the Leased Premises, including an acknowledgement that they have been paid in full; and
- 5.2.3.5 two (2) complete sets of reproducible "as built" drawings of the Leased Premises showing the Hangar Facility.
- 5.2.4 In addition to the remedies set forth in Section 5.4 herein, failure to meet any of the deadlines imposed by this Section 5.2 shall be a breach of this Agreement and grounds for termination in accordance with Section 19 unless said deadlines are extended by the Authority in its sole discretion.
- 5.3 Except as otherwise provided in Section 5.1 of this Agreement, Lessee shall throughout the term of this Agreement, including any renewals thereof, assume the entire responsibility, cost and expense, for all repair and maintenance whatsoever of the Leased Premises and all improvements thereon in a good workmanlike manner, using new and first-quality materials, strictly in accordance with approved plans and in accordance with all requisite certificates and permits from governmental authorities having jurisdiction, whether such repair or maintenance be ordinary or extraordinary, structural or otherwise. All such repairs, maintenance and improvements shall be performed by qualified, responsible, and reputable contractors, subcontractors, and suppliers. Such contractors, subcontractors, and suppliers at all times shall operate in compliance with the rules and regulations of the Airport, and in a manner compatible with the operation and other users

of the Airport. Lessee shall be solely responsible for any required modifications, repairs, or renovations to the existing and newly constructed improvements that may be required by federal, state, and/or local laws and regulations in order for Lessee to conduct operations on the Leased Premises. Additionally, Lessee, without limiting the generality hereof, shall:

- 5.3.1 keep at all times, in a clean and orderly condition and appearance, the Leased Premises, all improvements thereon and all of Lessee's fixtures, equipment and personal property which are located on any part of the Leased Premises.
- 5.3.2 provide and maintain on the Leased Premises all obstruction lights and similar devices, and safety equipment required by law.
- 5.3.3 repair any damage caused by Lessee to pavement, soils, water or other surfaces of the Leased Premises caused by any oil, gasoline, grease, lubricants or other flammable liquids and substances having a corrosive or detrimental effect thereon.
- 5.3.4 take measures to prevent erosion, including but not limited to, the planting and replanting of grasses with respect to all portions of the Leased Premises not paved or built upon, and in particular shall plant, maintain and replant any landscaped areas.
- 5.3.5 be responsible for the maintenance and repair of all utility service lines placed on the Leased Premises and used by Lessee exclusively, including, but not limited to, water lines, gas lines, electrical power and telephone conduits and lines and sanitary and storm sewers.
- 5.3.6 provide all necessary utilities to the Leased Premises at Lessee's sole expense.
- 5.4 In the event Lessee fails: (a) to commence to maintain, clean, repair, replace, rebuild or repaint, within a period of thirty (30) days after written notice from Lessor to do any maintenance or repair work required to be done under the provisions of this Agreement, other than preventive maintenance, (b) or within a period of ninety (90) days if the said notice specifies that the work to be accomplished by Lessee involves preventive maintenance only; (c) or to diligently continue to complete any repairs, replacement, rebuilding, painting or repainting as required under this Agreement; then, Lessor may, at its option, and in addition to any other remedies which may be available to it, enter the Leased Premises, after providing Lessee 24 hours' notice (without such entering causing or constituting a cancellation of this Agreement or an interference with the possession of

the Leased Premises by Lessee), and repair, replace, rebuild or paint all or any part of the Leased Premises or the improvements thereon, and do all things reasonably necessary to accomplish the work required, and the cost and expense thereof shall be payable to Lessor by Lessee on demand, or at the sole discretion of Lessor, Lessor may withdraw funds from the Reserve Account established in accordance with Section 4.8 to cover all or a portion of such costs. Provided, however, if in the reasonable opinion of Lessor, Lessee's failure to perform any such maintenance endangers the safety of the public, the employees or property of Lessor or other tenants at the Airport, and Lessor so states same in its notice to Lessee, Lessor may, at its sole option, in addition to all other remedies which may be available to it, elect to perform such maintenance at any time after the giving of such notice, and Lessee agrees to pay to Lessor the cost and expense of such performance on demand, or at the sole discretion of Lessor, Lessor may withdraw funds from the Reserve Account established in accordance with Section 4.8 to cover all or a portion of such costs. Furthermore, should Lessor, its officers, employees or agents undertake any work hereunder, Lessee hereby waives any claim for damages, consequential or otherwise, as a result thereof except for claims for damages arising from Lessor's sole negligence or willful misconduct. The foregoing shall in no way affect or alter the primary obligations of Lessee as set forth in this Agreement and shall not impose or be construed to impose upon Lessor any obligations to maintain the Leased Premises, unless specifically stated otherwise herein.

- 5.5 All major repairs, constructions, alterations, modifications, additions, or replacements undertaken by Lessee shall adhere to the architectural standards adopted by Lessor for the Airport. Plans, specifications, and specific construction timelines for all major repairs, constructions, alterations, modifications, additions, or replacements undertaken by Lessee shall be submitted to and receive the written approval of the Authority, and no such work shall be commenced until such written approvals are obtained from the Authority, which approval shall not be unreasonably withheld or delayed. The Authority shall advise Lessee within thirty (30) days after receipt of the written request, together with copies of the plans and specifications for the proposed major repairs, constructions, alterations, modifications, additions, or replacements in sufficient detail to make a proper review thereof, of its approval or disapproval of the proposed work, and in the event it disapproves, stating its reasons therefor. No changes in the approved plans shall be made without the prior written approval of Lessor, which approval shall not be unreasonably

withheld or delayed, and with any notice of disapproval stating its reasons therefor. Lessee acknowledges that major repairs, construction, alterations, modifications, additions, or replacements may require the filing of FAA Form 7460-1 Notice of Proposed Construction or Alteration, or any form subsequently issued by the FAA which is intended to supersede FAA Form 7460-1, and that any requirement by Lessor to file said notice and receive a determination from the FAA and/or State of Georgia shall not entitle Lessee to the extension of any deadline imposed by this Agreement.

5.6 During the time all major repairs, improvements, alterations, modifications, additions, or replacements are being conducted, Lessor and any authorized representative of Lessor may, but shall not be obligated to, inspect the construction and improvements and all construction plans, drawings and documents, change orders, addenda, shop drawings, and samples in the possession of Lessee and its contractors for the purpose of confirming that such construction is being performed in accordance with approved plans, the requirements of all public authorities having jurisdiction, and other requirements of this Agreement. Any such inspection shall be performed solely for the benefit of Lessor and shall not be relied upon in any manner by Lessee or any third party. In the event Lessor notifies Lessee that any work is not being done in accordance with approved plans, the requirements of public authorities having jurisdiction, or any other requirement of this Agreement, Lessee shall promptly take such steps as are necessary to cause such work to conform with the approved plans and such requirements. Nothing contained herein shall be deemed to obligate Lessor to inform Lessee of any problem, deficiency or omission as described above, nor shall Lessor's failure to so notify Lessee be deemed a waiver of any of Lessee's rights or responsibilities hereunder.

5.7 If Lessee makes any major repairs, constructions, alterations, modifications, additions, or replacements without Lessor approval, then, upon notice to do so, Lessee shall remove the same or, at the option of Lessor, cause the same to be changed to the satisfaction of Lessor. If Lessee fails to comply with such notice within thirty (30) days or to commence to comply and pursue diligently to completion, Lessor may effect the removal or change and Lessee shall pay the cost thereof to Lessor, or at the sole discretion of Lessor, Lessor may withdraw funds from the Reserve Account established in accordance with Section 4.8 to cover all or a portion of such costs. Lessee expressly agrees in the making of all major repairs, constructions, alterations, modifications, additions or replacements that, except with the written consent of Lessor, it will neither give nor grant, nor purport to give

or grant, any lien upon the Leased Premises or upon any improvements thereupon or which is in the process of construction or repair, nor allow any condition to exist or situation to develop whereby any party would be entitled, as a matter of law, to a lien against said Leased Premises and improvements thereon, and Lessee will discharge any such lien within thirty (30) days after notice of filing thereof. Notice is hereby given by Lessor to all persons that no lien attaches to any such major repairs, constructions, alterations, modifications, additions, or replacements.

5.8 Notwithstanding any other provisions or terms of this Agreement, Lessee acknowledges that the Airport is subject to federal storm water regulations, 40 CFR. Part 122, for "vehicle maintenance shops" (including vehicle rehabilitation, mechanical repairs, painting, fueling, and lubrication), equipment cleaning operations and/or deicing operations that occur at the Airport as defined in these regulations and, if applicable, state storm water regulations. Lessee further acknowledges that it is familiar with these storm water regulations; that it conducts or operates "vehicle maintenance" (including vehicle rehabilitation, mechanical repairs, painting, fueling and lubrication), equipment cleaning operations and/or deicing activities as defined in the federal storm water regulations; and that it is aware that there are significant penalties for submitting false information, including fines and imprisonment for knowing violations.

5.8.1 Notwithstanding any other provisions or terms of this Agreement, Lessee shall take steps necessary to apply for or obtain a storm water discharge permit as required by the applicable regulations for the Airport, including the Leased Premises operated by Lessee. Lessee acknowledges that the storm water discharge permit issued to Lessor may name Lessee as co-permittee.

5.8.2 Notwithstanding any other provisions or terms of this Agreement, including Lessee's right to quiet enjoyment, Lessor and Lessee both acknowledge that close cooperation is necessary to ensure compliance with any storm water discharge permit terms and conditions, as well as to ensure safety and to minimize costs. Lessee acknowledges that, as discussed more fully below, it may have to undertake to minimize the exposure of storm water (and snow melt) to "significant materials" generated, stored, handled or otherwise used by Lessee, as defined in the federal storm water regulations, by implementing and maintaining "Best Management Practices."

5.8.3 Lessee acknowledges that the Airport's storm water discharge permit and any

subsequent renewals are incorporated by reference into this Agreement.

- 5.9 Permit Compliance. Lessor will provide Lessee with written notice of those storm water discharge permit requirements, that are in the Airport's storm water permit, that Lessee will be obligated to perform from time to time, including, but not limited to: Certification of non-storm water pollution prevention or similar plans; implementation of "good housekeeping" measures or Best Management Practices; and maintenance of necessary records. Such written notice shall include applicable deadlines. Lessee, within seven (7) days of receipt of such written notice shall notify Lessor in writing if it disputes any of the storm water discharge permit requirements it is being directed to undertake. If Lessee does not provide such timely notice, it is deemed to assent to undertake such requirements. If Lessee provides Lessor with timely written notice that Lessee disputes such storm water discharge permit requirements, Lessor and Lessee agree to negotiate a prompt resolution of their differences. Lessee warrants that it will not object to written notice from Lessor for purposes of delay or avoiding compliance.
- 5.9.1 Lessee agrees to undertake, at its sole expense unless otherwise agreed to in writing between Lessor and Lessee, those storm water discharge permit requirements for which it has received written notice from Lessor. Lessee warrants that it shall meet any and all deadlines that may be imposed on or agreed to by Lessor and Lessee. Lessee acknowledges that time is of the essence.
- 5.9.2 In addition to the storm water discharge permit requirements imposed on Lessee pursuant to this Agreement, due to extensive monitoring requirements and potential mitigation measures associated with de-icing activities and lavatory servicing, Lessee shall not conduct any de-icing activities outdoors and shall not conduct any lavatory servicing in uncovered areas without the express written permission of Lessor. Permission shall not be granted by Lessor without adequate assurances that Lessee will pay for monitoring expenses and any expenses required to mitigate pollution if the monitoring detects levels of deicer or e-coli that exceed the allowed maximum discharge levels.
- 5.9.3 Lessor agrees to provide Lessee, at its request, with any non-privileged information collected and submitted to any governmental entity(ies) pursuant to applicable storm water regulations.
- 5.9.4 Lessee agrees that the terms and conditions of the Airport's storm water discharge permit may change from time to time and hereby appoints Lessor as its agent to

negotiate with the appropriate governmental entity(ies) any such permit modifications.

5.9.5 Lessor will give Lessee written notice of any breach by Lessee of the Airport's storm water discharge permit or the provisions of this Section. Such a breach is material, and Airport may seek to terminate this Agreement pursuant to Section 19, Termination by Lessor. Lessee agrees to cure promptly any breach and pay the costs of any mitigation measures imposed due to any breach.

5.9.6 Lessee agrees to participate in any Airport-organized task force or other work group established to coordinate storm water activities at the Airport.

5.10 Lessee shall be solely responsible for the proper management, storage, and disposal of hazardous substances and hazardous wastes used, generated, stored, disposed, treated, or caused to be present on the Leased Premises by the activities of Lessee. Notwithstanding any other provision of this Agreement, Lessee shall not treat or dispose of hazardous wastes on Lessor's premises. Lessee shall provide all required notices, including those mandated under right-to-know laws, of the presence or use on the Leased Premises of hazardous substances, extremely hazardous substances, or hazardous wastes, shall provide all notices to appropriate authorities and to Lessor of any releases to the environment of hazardous substances, extremely hazardous substances, or hazardous wastes, and shall obtain all permits necessary for the generation, storage, disposal, or treatment of hazardous wastes. Lessee shall manage used oil and other petroleum products as required by Federal and state law and regulations. Lessee shall be solely liable for the investigation, corrective action, or remediation of any release to the environment caused by Lessee, its invitees, employees, agents, or contractors of any hazardous waste, hazardous substance, extremely hazardous substance, oil or other petroleum-based substance.

5.11 Indemnification. Notwithstanding any other provisions of this Agreement, Lessee agrees to indemnify and hold harmless Lessor and other tenants for any and all claims, demands, costs, (including attorneys' fees), fees, fines, penalties, charges and demands by and liability directly or indirectly arising from Lessee's actions or omissions, including failure to comply with Lessee's obligations under this Section, applicable regulations, or permits, unless the result of Lessor's sole negligence. This indemnification shall survive any termination or non-renewal of this Agreement.

## SECTION 6

### TITLE TO IMPROVEMENTS AND REPAIRS

- 6.1 Improvements erected or constructed upon the Leased Premises by Lessee shall remain the property of Lessee for as long as this Agreement shall remain in effect, but such improvements shall become the property of Lessor upon expiration or termination of this Agreement, free and clear of all claims on the part of Lessee on account of any repair or improvement work done under the terms hereof by Lessee. The vesting of title in Lessor at the time specified is a part of the consideration for this Agreement. Lessor shall not be liable to Lessee or Lessee's contractors or sub-Lessees for the value of any improvements constructed or located on the Leased Premises.

## SECTION 7

### ADDITIONAL OBLIGATIONS OF LESSEE

- 7.1 Lessee shall conduct its operations hereunder in an orderly and proper manner, considering the nature of such operation, so as not to unreasonably annoy, disturb, endanger or be offensive to others.
- 7.2 Further, Lessee shall take all reasonable measures not to produce on the Airport any disturbance that interferes with the operation by Lessor or the Federal Aviation Administration of air navigational, communication or flight equipment on the Airport.
- 7.3 Lessee shall restrict the height of structures, objects of natural growth and other obstructions on the Leased Premises to such a height so as to comply with Federal Aviation Regulations, Part 77 (14 C.F.R. § 77).
- 7.4 Lessee shall control the conduct and demeanor of its officers, agents, employees, and invitees and, upon objection from Lessor concerning the conduct, or demeanor of any such person, Lessee shall immediately take all lawful steps necessary to remove the cause of the objection.
- 7.5 Lessee shall comply with all environmental, health and safety laws and requirements and all other federal, state or municipal laws, ordinances, rules, regulations and requirements, applicable to the Leased Premises and the improvements thereon and Lessee's operations at the Airport hereunder. Lessee agrees to allow Lessor access to premises and records to investigate compliance with all applicable laws if there is reason to suspect negligence or willful non-compliance.

- 7.6 Lessee shall comply with all written instructions of Lessor and applicable Federal, state, and local laws, ordinances, and regulations in disposing of trash, garbage and other refuse; the frequency of removal thereof from the Airport premises shall at all times be subject to the rules, regulations and approval of Lessor. All disposal of trash, garbage, refuse and wastes shall be at the expense of Lessee.
- 7.7 Lessee shall not commit, nor permit to be done, anything which may result in the commission of a nuisance, waste or injury on the Leased Premises.
- 7.8 Lessee shall not do, nor permit to be done, anything which may interfere with the effectiveness or accessibility of the drainage system, sewerage system, fire protection system, sprinkler system, alarm system and fire hydrants and hoses, if any, installed or located on the Leased Premises.
- 7.9 Lessee shall take measures to ensure security in compliance with Federal Aviation Regulations and the Airport Security Plan.
- 7.10 Lessee shall not do, nor permit to be done, any act or thing upon the Leased Premises which may constitute a hazardous condition so as to increase the risks attendant upon the operations permitted by the Agreement.
- 7.11 Lessee shall use only a working supply of flammable liquids within any covered or enclosed portion of the Leased Premises. The term "working supply" as used in this Section 7.11 shall mean the amount consumed by Lessee during any normal workday. Any other supplies of such liquids shall be kept and stored in safety containers of a type approved by the Underwriters Laboratories.
- 7.12 Except for services permitted under Section 3 hereof to be performed by Lessee or Lessee's subcontractors, Lessee shall provide prompt written notice to Lessor of any person, firm or corporation performing aircraft maintenance work, flight instruction of any sort, air taxi, aircraft charter or aircraft leasing of any sort on the Leased Premises for commercial purposes without a valid permit from Lessor.
- 7.13 It is the intent of the parties hereto that noise, including but not limited to, noise caused by aircraft engine operation shall be held to a minimum. To this end Lessee will conduct its operations in such a manner as to keep the noise produced by aircraft engines and component parts thereof or any other noise to a minimum by the use of such methods or devices as are practicable, considering the extent and type of the operations of Lessee, but in no event less than those devices or procedures that are required by Federal, State or local law. In addition, Lessee shall use its best efforts to minimize prop or jet blast

interference to aircraft operating on or to buildings, structures and roadways, now located on or which in the future may be located on areas adjacent to the Leased Premises.

- 7.14 In connection with the conduct of Lessee's business, Lessee shall maintain in accordance with generally accepted accounting principles, consistently applied, during the term hereof, including any Renewal Terms, Lessee's records and books of account, recording all transactions at, through or in any way connected with the Airport which records and books of account shall be kept at all times at Lessee's place of business at the Airport.
- 7.15 Lessee shall permit in ordinary business hours during the term hereof, including any Renewal Terms, and for one year thereafter the examination and audit by the employees or representatives of Lessor of such records and books of account.
- 7.16 Economic Nondiscrimination.
  - 7.16.1 Lessee agrees to furnish services to all users on fair and reasonable terms, without unjust discrimination.
  - 7.16.2 Lessee agrees to charge fair, reasonable, and not unjustly discriminatory prices for each unit or service, provided that Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

## SECTION 8

### INGRESS AND EGRESS

- 8.1 Lessee shall have the right of ingress and egress to and from the Leased Premises and the public landing areas at the Airport by means of connecting taxiways, to be used in common with others having rights of passage thereon, except when the Airport is closed to the public.
- 8.2 The use of any such roadway or taxiway shall be subject to the Rules and Regulations of the Airport which are now in effect or which may hereafter be promulgated. Lessor may, at any time, temporarily or permanently, close or consent to or request the closing of any such roadway or taxiway and any other way at, in or near the Leased Premises presently or hereafter used as such, so long as a reasonable means of ingress and egress as provided above remains available to Lessee. Lessee hereby releases and discharges Lessor, its officers, employees and agents; and all municipalities and other governmental authorities and their respective successors and assigns, of and from any and all claims, demands, or causes of action which Lessee may now or at any time hereafter have against

any of the foregoing, arising or alleged to arise out of the closing of any street, roadway or other area, provided that a reasonable means of access to the Leased Premises remains available to Lessee whether within the Leased Premises or outside the Leased Premises at the Airport unless otherwise mandated by safety considerations or lawful exercise of police power. Lessee shall not do or permit anything to be done which will interfere with the free access and passage of others to space adjacent to the Leased Premises or in any streets or roadways near the Leased Premises.

## SECTION 9

### INSURANCE, DAMAGE OR DESTRUCTION

- 9.1 To safeguard the interest of Lessor, Lessee at its sole cost and expense shall procure and maintain throughout the term of this Agreement, including any renewals thereof, insurance protection for "all risk" coverage on the structure and improvements of which the Leased Premises is a part, to the extent of one hundred percent (100%) of the actual replacement cost thereof, with insurance companies licensed to do business in the State of Georgia. If said insurance company becomes financially incapable of performing under the terms of said policy, Lessee shall promptly obtain a new policy issued by a financially responsible carrier and shall submit such new policy as previously provided.
- 9.1.1 The above stated property insurance shall name Lessor as Additional Insured, provide thirty (30) days' notice of cancellation or material change, by registered mail, to the Office of the Director, Aviation Division, DOT. Lessee shall be fully and solely responsible for any deductible, coinsurance penalty, or self-insured retention, including any losses, damages, or expenses not covered due to an exhaustion of limits or failure to comply with the policy, and shall have a deductible amount not to exceed one thousand dollars (\$1,000.00) per occurrence.
- 9.1.2 Lessee shall provide a copy of the above stated property insurance policy to the Office of the Director, Aviation Division, DOT, at least seven (7) days prior to the effective date of this Agreement. Upon the failure of Lessee to maintain such insurance as above provided, Lessor, at its option, may take out such insurance and charge the cost thereof to Lessee with the next installment of the monthly fee due hereunder or may declare a default hereunder pursuant to Section 19 herein.
- 9.2 In the event any improvements, insurable or uninsurable, on the Leased Premises are damaged or destroyed (except damage or destruction caused by Lessee as set forth in

- 9.6 hereof) to the extent they are unusable by Lessee for the purposes for which they were used prior to such damage, or same are destroyed, Lessee shall promptly repair, rebuild, or replace the damaged or destroyed portion of the Leased Premises as they were immediately prior to such casualty, except for requirements of construction codes, which shall be as of the time of repair or replacement.
- 9.3 In the event of damage or destruction to any of the improvements upon the Leased Premises, Lessor shall have no obligation to repair or rebuild the improvements or any fixtures, equipment or other personal property installed by Lessee pursuant to this Agreement. Upon the failure of Lessee to repair or rebuild Lessor may, as agent of Lessee, repair or rebuild such damage or destruction at the expense of Lessee which expense shall be due and payable on demand.
- 9.4 Upon completion of all the work, Lessee shall certify by a responsible officer or authorized representative that such rebuilding and repairs have been completed, that all costs in connection therewith have been paid by Lessee and said costs are fair and reasonable and said certification shall also include an itemization of costs. If the insurance proceeds are not sufficient, Lessee agrees to bear and pay the deficiency. Nothing herein contained shall be deemed to release Lessee from any of its repair, maintenance or rebuilding obligations under this Agreement.
- 9.5 Lessee shall, at its expense, repair and replace any and all fixtures, equipment and other personal property necessary to properly and adequately continue its airport business on the airport, but in no event shall Lessee be obligated to provide equipment and fixtures in excess of those existing prior to such damage or destruction. During such period of repair or reconstruction, the rent payments provided for elsewhere herein shall be proportionately abated from the date of such damage, destruction or loss until the same is repaired, replaced, restored or rebuilt, provided, Lessee does not use said damaged Leased Premises or the location thereof for any purposes other than the repair or rebuilding of same. Such abatement shall not exceed the actual time required for arranging for and the doing of such work. Lessee agrees that such work will be promptly commenced and prosecuted to completion with due diligence, subject to delays beyond Lessee's control.
- 9.6 In the event the improvements on the Leased Premises are damaged or destroyed by fire or other cause by reason of any act or omission of Lessee or its employees, this Agreement shall continue in full force and effect, notwithstanding the provisions of

Sections 9.2, 9.3, 9.4 and 9.5 hereof, and Lessee shall repair or rebuild the improvements so damaged or destroyed, at Lessee's own cost and expense, in a good workmanlike manner to the same standards existing at the time of the casualty, subject to applicable building codes existing at the time of repair or rebuilding.

## SECTION 10

### LIABILITIES AND INDEMNITIES

- 10.1 Lessor shall not in any way be liable for any cost, liability, damage or injury, including cost of suit and reasonable expenses of legal services, claimed or recovered by any person whomsoever, or occurring on the Leased Premises, or the Airport, or as a result of any operations, works, acts or omissions performed on the Leased Premises, or the Airport, by Lessee, its sublessees or tenants, or their guest or invitees.
- 10.2 Lessee agrees to indemnify, save and hold harmless, Lessor (its officers, agents, servants and employees) of and from any and all costs, liability, damage and expense (including costs of suit and reasonable expenses of legal services) claimed or recovered, justly or unjustly, false, fraudulent or frivolous, by any person, firm or corporation by reason of injury to, or death of, any person or persons, and damage to, destruction or loss of use of any and all property, including Lessor personnel and Lessor property, directly or indirectly arising from or resulting from, any operations, works, acts or omissions of Lessee, its agents, servants, employees, contractors, sublessees or tenants, unless caused directly or indirectly by the sole negligence or willful misconduct of Lessor. Provided, however, that upon the filing with Lessor by anyone of a claim for damages arising out of incidents for which Lessee herein agrees to indemnify and hold Lessor harmless, Lessor shall notify Lessee of such claim and in the event that Lessee does not settle or compromise such claim, then Lessee shall undertake the legal defense of such claim both on behalf of Lessee and behalf of Lessor, using counsel chosen by Lessee. It is specifically agreed, however, that Lessor at its own cost and expense, may participate in the legal defense of any such claim. Any final judgment rendered against Lessor for any cause for which Lessee is liable hereunder shall be conclusive against Lessee as to liability and amount upon the expiration of the time for appeal.
- 10.3 In addition to Lessee's undertaking, as stated in this Section, and as a means of further protecting Lessor, its officers, agents, servants and employees, Lessee shall at all times during the term of this Agreement, including any renewals thereof, obtain and maintain in

effect Public Liability and Automotive Liability Insurance coverage as set forth in Exhibit C attached hereto and incorporated herein by reference. In this connection, Lessee agrees to require its contractors doing work on the Airport, and Lessee's tenants and sublessees, to carry adequate insurance coverage, and if Lessee so desires, it may accomplish same by an endorsement to Lessee's policies to include such persons or parties as additional named insureds.

- 10.3.1 Lessor reserves the right to increase the minimum liability insurance set forth in Exhibit C when in Lessor's reasonable opinion the risks attendant to Lessee's operations hereunder have increased.
- 10.4 Lessee represents that it is the owner of or fully authorized to use any and all services, processes, machines, articles, marks, names or slogans used by it in its operations under or in any way connected with this Agreement. Lessee agrees to save and hold Lessor, its officers, employees, agents and representatives free and harmless of and from any loss, liability, expense, suit or claim for damages in connection with any actual or alleged infringement of any patent, trademark or copyright or arising from any alleged or actual unfair competition or other similar claim arising out of the operations of Lessee under or in any way connected with this Agreement.
- 10.5 Lessee represents and warrants that no broker has been concerned on its behalf in the negotiation of this Agreement and that there is no such broker who is or may be entitled to be paid a commission in connection therewith. Lessee shall indemnify and hold harmless Lessor of and from any claim for commission or brokerage made by any such broker when such claim is based in whole or in part upon any act or omission of Lessee.

## SECTION 11

### RULES AND REGULATIONS

- 11.1 From time to time, Lessor may adopt and enforce rules and regulations with respect to the occupancy and use of the Airport, and Lessee hereby acknowledges receipt of a current copy of such rules and regulations. Lessee agrees to observe and obey any and all rules and regulations of Lessor, and all other Federal, State and municipal requirements, rules, regulations and laws, and to require its officers, agents, employees, contractors, and suppliers, to observe and obey the same. Lessor reserves the right to deny access to the Airport and its facilities to any person, firm or corporation that fails or

refuses to obey and comply with such rules, regulations or laws. The rules and regulations shall be enforced in a uniform and nondiscriminatory manner.

## SECTION 12

### SIGNS

- 12.1 Lessee shall have the right to install and maintain one or more signs on the Leased Premises identifying it and its operations, provided, however, the subject matter, type, design, number, location and elevation of such signs, and whether lighted or unlighted, shall be subject to and in accordance with the reasonable written approval of Lessor. No sign will be approved that may be confusing to aircraft pilots or automobile drivers or other traffic or which fails to conform to the architectural scheme of the Airport or meet the requirements of Lessor, provided however, nothing herein shall excuse Lessee from complying with other governmental requirements as set forth in Section 16.

## SECTION 13

### ASSIGNMENT AND SUBLEASE

- 13.1 Lessee covenants and agrees that it will not sell, convey, transfer, mortgage, pledge or assign this Agreement or any part thereof, or any rights created thereby, without the prior written consent of Lessor, which consent shall not be unreasonably withheld or denied.
- 13.2 Any assignment or transfer of this Agreement, or any rights of Lessee hereunder, without the consent of Lessor, shall entitle Lessor at its option to terminate this Agreement.
- 13.3 Any assignment of this Agreement approved by Lessor shall be on the conditions that the assignee accepts and agrees to all terms, conditions and provisions of this Agreement, accepts and agrees to discharge all of the covenants as Lessee hereunder, and agrees to obligations of the payment of all sums due and to become due by Lessee under the terms hereof.
- 13.4 Notwithstanding anything contained in this Section 13 to the contrary, Lessee may sublet a portion or portions of the Leased Premises to a person, partnership, firm or corporation for use that is compatible with Lessee's authorized use without the prior written consent of Lessor, but in no event shall Lessee sublet all or any portion of the Leased Premises to a fixed base operator, or for any commercial use without the prior written consent of Lessor. Lessee shall provide Lessor with the name and complete contact information, including phone numbers and e-mail addresses, for each sub-lessee. Contact information

shall be updated promptly and no less than monthly throughout the term of this Agreement, including any renewals thereof.

- 13.5 No consent by Lessor to subleasing by Lessee of portions of the Leased Premises shall in any way relieve Lessee of any of its obligations to Lessor set forth or arising from this Agreement and a termination of Lessee's rights hereunder shall ipso facto terminate all subleases.
- 13.6 If Lessee assigns, sells, conveys, transfers, mortgages, or pledges this Agreement or sublets any portion of the Leased Premises in violation of the foregoing provisions of this Section, or if the Leased Premises are occupied by anyone other than Lessee, Lessor may collect from any assignee, sublessee or anyone who claims a right to this Agreement or who occupies the Leased Premises any charges or fees payable by it and may apply the net amount collected to the rents herein reserved; and no such collection shall be deemed a waiver by Lessor of the agreements contained in this Section nor of acceptance by Lessor of any assignee, claimant or occupant, nor as a release of Lessee by Lessor from the further performance by Lessee of the agreements contained herein.

#### SECTION 14

##### CONDEMNATION

- 14.1 In the event that the Leased Premises or any material part thereof shall be condemned and taken by authority of eminent domain for any purpose during the term of this Agreement, including any renewals thereof, rent payments for that portion of the Leased Premises so taken shall be abated from the date that such portion of the Leased Premises is taken provided, however, if, in Lessee's judgment, the remaining portion of the Leased Premises is insufficient for Lessee's operations authorized hereunder, Lessee may terminate this Agreement and all of its rights and unaccrued obligations hereunder effective as of the date of taking of the condemned portion (or effective as of any date thereafter and within ninety (90) days of the date of such dispossession) by giving Lessor thirty (30) days written notice of such termination.

#### SECTION 15

##### CIVIL RIGHTS

- 15.1 General Civil Rights Provision.

- 15.1.1 Lessee agrees to comply with pertinent statutes, regulations, Executive Orders and such rules as are promulgated, including the Nondiscrimination Acts and Authorities listed in Section 15.4 (the "Nondiscrimination Acts and Authorities"), to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.
- 15.1.2 If Lessee transfers its obligation to another, the transferee is obligated in the same manner as Lessee.
- 15.1.3 This provision obligates Lessee for the period during which the property is owned, used or possessed by Lessee and the Airport remains obligated to the Federal Aviation Administration.
- 15.1.4 This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.
- 15.2 Civil Rights – Title VI Assurances. Compliance with Non-discrimination Requirements. During the performance of this Agreement, Lessee, for itself, its assignees, and successors in interest, agrees as follows:
  - 15.2.1 Compliance with Regulations: Lessee will comply with Title VI and the Nondiscrimination Acts and Authorities listed in Section 15.4, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
  - 15.2.2 Nondiscrimination: Lessee, with regard to the work performed by it during this Agreement, 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. Lessee will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when this Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
  - 15.2.3 Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by Lessee 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 Lessee of Lessee's obligations under this Agreement and the

Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

15.2.4 Information and Reports: Lessee will provide all information and reports required by the Nondiscrimination Acts and Authorities, 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 Lessor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and directives. Where any information required of Lessee is in the exclusive possession of another who fails or refuses to furnish the information, Lessee will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

15.2.5 Sanctions for Noncompliance: In the event of a Lessee's noncompliance with the Nondiscrimination Acts and Authorities, Lessor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to Lessee under the Agreement until the Lessee complies; and/or
- b. Cancelling, terminating, or suspending the Agreement, in whole or in part.

15.2.6 Incorporation of Provisions: Lessee will include the provisions of paragraphs 15.2.1 through 15.2.6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. Lessee will take action with respect to any subcontract or procurement as Lessor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Lessee becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Lessee may request Lessor to enter into any litigation to protect the interests of Lessor. In addition, Lessor may request the United States to enter into the litigation to protect the interests of the United States.

### 15.3 Non-discrimination Clauses.

15.3.1 Lessee, for it, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as

a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the Leased Premises for a purpose for which a United States Government program or activity is extended or for another purpose involving the provision of similar services or benefits, Lessee shall maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Nondiscrimination Acts and Authorities (as may be amended) in Section 15.4 such that no person on the grounds of race, creed, color, national origin, sex, age, or disability, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said Leased Premises.

15.3.2 Lessee, for itself, its personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the grounds of race, creed, color, national origin, sex, age, or disability shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Leased Premises; (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, creed, color, national origin, sex, age, or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Lessee shall use the Leased Premises in compliance with all other requirements imposed by or pursuant to the Nondiscrimination Acts and Authorities (as may be amended) in Section 15.4.

15.3.3 In this connection, Lessor reserves the right to take whatever action it might be entitled by law to take in order to enforce this Section. This Section is to be considered as a covenant on the part of Lessee, a breach of which, continuing after notice by Lessor to cease and desist, will constitute a material breach of this Agreement and will entitle Lessor, at its option, to exercise its right of termination as provided for herein, or take any action that it deems necessary to enforce compliance herewith.

15.3.4 Lessee shall include the foregoing provisions in every agreement or concession pursuant to which any person or persons, other than Lessee, operates any facility at the Leased Premises providing service to the public and shall include thereon a

provision granting Lessor a right to take such action as the United States may direct to enforce such covenant.

15.3.5 Lessee shall indemnify and hold harmless Lessor from any claims and demands of third persons including the United States of America resulting from Lessee's noncompliance with any of the provisions of this Section and Lessee shall reimburse Lessor for any loss or expense incurred by reason of such noncompliance.

15.4 Nondiscrimination Acts and Authorities. In the performance of this Agreement, Lessee, for itself, its assignees, and successors in interest, agrees to comply with the following non-discrimination statutes and authorities, as amended, including but not limited to:

15.4.1 Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

15.4.2 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);

15.4.3 The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

15.4.4 Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;

15.4.5 The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);

15.4.6 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);

15.4.7 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);

- 15.4.8 Titles II and III of the Americans with Disabilities Act of 1990, 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 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- 15.4.9 The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- 15.4.10 US Department of Transportation (DOT) guidance "Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficient (LEP) Persons" (70 FR 74087, December 14, 2005). To ensure compliance with Title VI, Lessee must take reasonable steps to ensure that LEP persons have meaningful access to Lessee's programs;
- 15.4.11 Title IX of the Education Amendments of 1972, as amended, which prohibits Lessee from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

## SECTION 16

### GOVERNMENTAL REQUIREMENTS

- 16.1 Lessee shall procure all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over Lessee's operations at the Leased Premises which may be necessary for Lessee's operations thereat.
- 16.2 Lessee shall pay all taxes; license, certification, permit and examination fees; and excise taxes which may be assessed, levied, exacted or imposed on the Leased Premises or operation hereunder, and shall make all applications, reports and returns required in connection therewith.

## SECTION 17

### RIGHTS OF ENTRY RESERVED

- 17.1 Lessor, by its officers, employees, agents, representatives and contractors shall have the right at all reasonable times after providing Lessee with 24 hours' notice, to enter upon the Leased Premises for any and all purposes, provided, such action by Lessor, its officers, employees, agents, representatives and contractors does not unreasonably interfere with Lessee's use, occupancy, or security requirements of the Leased Premises.

- 17.2 Without limiting the generality of the foregoing, Lessor, by its officers, employees, agents, representatives, contractors and furnishers of utilities and other services, shall have the right, at its own cost and expense, whether for its own benefit, or for the benefit of others than Lessee at the Airport, to maintain existing and future utility, mechanical, electrical and other systems and to enter upon the Leased Premises at all reasonable times to make such repairs, replacements or alterations thereto, as may, in the opinion of Lessor, be deemed necessary or advisable, and from time to time to construct or install over, in or under the Leased Premises such systems or parts thereof and in connection with such maintenance use the Leased Premises for access to other parts of the Airport otherwise not conveniently accessible, provided, however, that in the exercise of such right of access, repair, alteration or new construction, Lessor shall not unreasonably interfere with the actual use and occupancy of the Leased Premises by Lessee. In the event that such access, repair, alteration or construction does unreasonably interfere with Lessee's use and occupancy of the Leased Premises for a period of ten (10) consecutive days or more, Lessee may terminate this Agreement by written notice to Lessor and all obligations of Lessee hereunder shall cease, unless specifically provided to the contrary herein. It is specifically understood and agreed that the reservation of the aforesaid right by Lessor shall not impose or be construed to impose upon Lessor any obligation to repair, replace or alter any utility service lines now or hereafter located on the Leased Premises for the purpose of providing utility services only to the Leased Premises.
- 17.3 In the event that any personal property of Lessee shall obstruct the access of Lessor, its officers, employees, agents or contractors, or the utility company furnishing utility service to any of the existing utility, mechanical, electrical and other systems, and thus shall interfere with the inspection, maintenance or repair of any such system, Lessee shall move such property, as directed by Lessor or said utility company, in order that access may be had to the system or part thereof for inspection, maintenance or repair. If Lessee shall fail to so move such property after direction from Lessor or said utility company to do so, Lessor or the utility company may move it, and Lessee hereby agrees to pay the cost of such moving upon demand, and further Lessee hereby waives any claim for damages as a result therefrom, except for claims for damages arising from Lessor's sole negligence or willful misconduct.
- 17.4 At any reasonable time, and from time to time during the ordinary business hours, Lessor, by its officers, agents and employees, whether or not accompanied by a prospective

lessee, occupier or user of the Leased Premises, shall have the right after providing 24 hours' notice to Lessee, to enter thereon for the purpose of exhibiting and viewing all parts of the same, subject to Lessee's reasonable security requirements.

- 17.5 Reasonable exercise of any or all of the foregoing rights, by Lessor, or others under right of Lessor, shall not be, nor be construed to be, an eviction of Lessee, nor be made the grounds for any abatement of rent payments nor any claim or demand for damages, consequential or otherwise, except as specifically provided to the contrary herein.

## SECTION 18

### ADDITIONAL RENTS AND CHARGES

- 18.1 Except as provided in Section 5.4 (b), in the event Lessee fails within thirty (30) days after receipt of written notice from Lessor to perform or commence to perform any obligation required herein to be performed by Lessee, Lessor may enter the Leased Premises (without such entering causing or constituting a cancellation of this Agreement or an interference with the possession of such Leased Premises by Lessee) and do all things reasonably necessary to perform such obligation, charging to Lessee the reasonable cost and expense thereof, and Lessee agrees to pay to Lessor upon demand such charge in addition to other amounts payable by Lessee hereunder. Provided, however, that if in the reasonable opinion of Lessor, Lessee's failure to perform any such obligation endangers the safety of the public or employees or property of Lessor, or other tenants of the Airport, and Lessor so states in its notice to Lessee, Lessor may perform such obligation of Lessee at any time after the giving of such notice, and charge to Lessee the reasonable cost and expense thereof which Lessee shall pay upon demand.

- 18.2 If Lessor elects to pay any sum or sums or incur any obligation or expense by reason of the failure, neglect or refusal of Lessee to perform or fulfill any one or more of the conditions, covenants or agreements contained in this Agreement, or as the result of any act or omission of Lessee contrary to said conditions, covenants or agreements, Lessee hereby agrees to pay the sum or sums so paid or expense so incurred by Lessor as the result of such failure, neglect or refusal of Lessee, including interest, not to exceed the greater of fifteen percent (15%) per annum or the rate which is four percent (4%) per annum above the prime rate as published by the Wall Street Journal, together with all costs, damages and penalties. In such event, the total of such amounts may be added to any installment of rent thereafter due hereunder, and each and every part of the same shall

be and become additional rent recoverable by Lessor in the same manner and with like remedies as if it were originally a part of the rent provided for in this Agreement.

#### SECTION 19

##### TERMINATION BY LESSOR

- 19.1 In the event of a default on the part of Lessee in the payment of rents, or any other reasonable charges required by this Agreement to be paid to Lessor, Lessor shall give written notice to Lessee of such default, and demand the cancellation of this Agreement, or the correction thereof. If, within fifteen (15) days after the date Lessor gives such notice, Lessee has not corrected said default, and paid the amount determined to be delinquent in full, Lessor shall have the right to terminate this Agreement and all rights and privileges granted hereby in and to the Leased Premises.
- 19.2 This Agreement together with all rights and privileges granted in and to the Leased Premises shall terminate automatically, upon the happening of any one or more of the following events:
- 19.2.1 the filing of Lessee of a voluntary petition in bankruptcy, or any assignment for benefit of creditors of all or any part of Lessee's assets; or
  - 19.2.2 any institution of proceedings in bankruptcy against Lessee; provided, however, that Lessee may defeat such termination if the petition is dismissed within thirty (30) days after the institution thereof; or
  - 19.2.3 the filing of a petition requesting a court to take jurisdiction of Lessee or its assets under the provisions of any Federal reorganization act; or
  - 19.2.4 the filing of a request for the appointment of a receiver or trustee of Lessee's assets by a court of competent jurisdiction, or the request for the appointment of a receiver or trustee of Lessee's assets by a voluntary agreement with Lessee's creditors;
  - 19.2.5 the abandonment by Lessee of the conduct of its authorized use at the Airport, and in this connection, the suspension of operations for a period of sixty (60) days will be considered abandonment in the absence of a satisfactory explanation which is accepted in writing by Lessor; or
  - 19.2.6 in the event that this Agreement is found to be contrary to law.
- 19.3 Upon the default by Lessee in the performance of any covenant or conditions required to be performed by Lessee, and the failure of Lessee to remedy such default for a period of

thirty (30) days after receipt from Lessor of written notice to remedy the same or to commence to cure such default and diligently pursue such cure to completion, (except as otherwise provided in Section 5.4 (b) above) and, except default in the timely payment of any money due Lessor, Lessor shall have the right to cancel this Agreement for such cause.

19.3.1 In the event that Lessor does not exercise its right to cancel this Agreement as authorized by Section 19.3 for the unremedied default by Lessee in the performance of any covenant or conditions required to be performed by Lessee, Lessee acknowledges and agrees that Lessor will be damaged by such unremedied default. The parties agree that the injury to Lessor caused by such unremedied default will be difficult or impossible to estimate accurately, and the amount of damages set forth herein are reasonable estimates of Lessor's probable losses. Therefore, in addition to any other remedies that Lessor may have or damages that it may pursue, Lessor may charge Lessee the damages set forth herein not as a penalty, but as liquidated compensatory damages to Lessor. For each default that remains unremedied for a period of thirty-one (31) or more days, or ninety-one or more days for failures under Section 5.4 (b) above, unless the commencement of a remedy has begun in a timely manner and is being pursued diligently, Lessor may charge Lessee liquidated damages in the following amounts:

- a. \$50 for each day Lessee remains in default for failure to submit any reports or documentation required under this Agreement; and
- b. \$200 for each day Lessee remains in default in the performance of any other covenant or condition of this Agreement.

In such event, the total of such damages may be added to any installment of rent thereafter due hereunder, and each and every part of the same shall be and become additional rent recoverable by Lessor in the same manner and with like remedies as if it were originally a part of the rent provided for in this Agreement.

19.4 Upon the default of Lessee, and the giving of notice by Lessor to cancel this Agreement as provided for elsewhere herein, said notice of cancellation shall be final; provided however, that should Lessor determine that Lessee is diligently remedying such default to completion, and so advises Lessee in writing, said notice of cancellation shall be held in abeyance. If, however, Lessor determines in its reasonable discretion that such default is

no longer being diligently remedied to conclusion, Lessor shall so advise Lessee in writing, and said notice of cancellation shall no longer be held in abeyance for any reason and shall become final without further notice to Lessee. The determination of Lessor in this regard shall in all events be conclusive and binding upon Lessee.

- 19.5 Upon the cancellation or termination of this Agreement for any reason, all rights of Lessee, tenants and any other persons in possession shall terminate, including all rights or alleged rights of creditors, trustees, assigns, and all others similarly so situated as to the Leased Premises. Upon said cancellation or termination of this Agreement for any reason, the Leased Premises, except for such personal property which may be removed from said Leased Premises as provided for elsewhere herein, shall be free of all encumbrances and all claims of Lessee, its tenants, creditors, trustees, assigns and all others, and Lessor shall have immediate right of possession to the Leased Premises.
- 19.6 Failure by Lessor to take any authorized action upon default by Lessee of any of the terms, covenants or conditions required to be performed, kept and observed by Lessee shall not be construed to be, nor act as, a waiver of said default nor of any subsequent default of any of the terms, covenants and conditions contained herein to be performed, kept and observed by Lessee. Acceptance of rent payments by Lessor under the terms hereof, for any period or periods after a default by Lessee of any the terms, covenants and conditions herein required to be performed, kept and observed by Lessee shall not be deemed a waiver or estoppel of any right on the part of Lessor to cancel this Agreement for any subsequent failure by Lessee to so perform, keep or observe any of said terms, covenants or conditions.

## SECTION 20

### TERMINATION BY LESSEE

- 20.1 In addition to any other right of cancellation or termination herein given to Lessee, or any other rights to which it may be entitled to by law, equity or otherwise, as long as Lessee is not in default in payment to Lessor of any amounts due Lessor hereunder this Agreement, Lessee may cancel this Agreement and thereby terminate all of its rights and unaccrued obligations hereunder, by giving Lessor written notice upon or after the happening of the following events:
- 20.1.1 issuance by a court of competent jurisdiction of an injunction which in any way substantially prevents or restrains the use of the Leased Premises, or any part

- thereof necessary to Lessee's use on the Airport, and which injunction remains in force for a period of at least thirty (30) days after the party against whom the injunction has been issued has exhausted or abandoned all appeals or one hundred twenty (120) days whichever is shorter, if such injunction is not necessitated by or issued as a result of an act or omission of Lessee; or
- 20.1.2 the assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of the Airport and its facilities, or any substantial part thereof, in such a manner as substantially to restrict Lessee from use of the Leased Premises for a continuous period of at least ninety (90) days.

## SECTION 21

### SURRENDER AND RIGHT OF RE-ENTRY

- 21.1 Upon the cancellation or termination of this Agreement pursuant to any terms hereof, Lessee agrees peaceably to surrender up the Leased Premises to Lessor in the same condition as they are in at the time of the commencement of the Term hereof, and as they may hereafter be repaired and improved by Lessee; save and except, (a) such normal wear and tear thereof as could not have been prevented by ordinary and usual repairs and maintenance, (b) obsolescence in spite of repair, and (c) damage to or destruction of the leasehold improvements for which insurance proceeds are received by Lessor. Upon such cancellation or termination, Lessor may re-enter and repossess the Leased Premises together with all improvements and additions thereto, or pursue any remedy permitted by law for the enforcement of any of the provisions of this Agreement, at Lessor's election. Furthermore, upon such cancellation or termination, and for a reasonable time thereafter (not exceeding thirty (30) days after such cancellation or termination, and for which period Lessee will pay to Lessor current lease rent payments), or during the term of this Agreement, if Lessee is not in default in rent payments or any other charges or obligations due Lessor, Lessee shall have the right to remove its personal property, fixtures and trade equipment which it may have on the Leased Premises, provided that Lessee repairs all damages that might be occasioned by such removal, and restores the building and site to the condition above required.

## SECTION 22

### SERVICES TO LESSEE

- 22.1 Lessor covenants and agrees that during the term of this Agreement, including any renewals thereof, it will operate the Airport for the use and benefit of the public, including Lessee; provided, however, that Lessor may prohibit or limit any given type, kind, or class of aeronautical use of the Airport if such action is necessary for the safe operation of the Airport or necessary to serve the civil aviation needs of the public. Lessor further agrees to use its best efforts to maintain the runways and taxiways in good repair. Lessor agrees to keep in good repair hard-surfaced public roads for access to the Leased Premises. Lessor also agrees to maintain its water and sanitary sewer facilities in areas designated for utilities or easements adjacent to the Leased Premises for access thereto by Lessee in accordance with Lessor Ordinances governing same.
- 22.2 Lessee will contract with and obtain all required permits from the appropriate Lessor Departments for any utility services provided by Lessor, paying any required connection fees including those to be paid by owners and all such services will be provided at rates and on terms and conditions established by Lessor.
- 22.3 Lessee will also contract with the furnishers of all other utilities for the furnishing of such services to the Leased Premises and shall pay for all water, gas, electricity, sanitary sewer service, other utilities, telephone, burglary and fire protection services furnished to the Leased Premises.

## SECTION 23

### SURVIVAL OF THE OBLIGATIONS OF THE LESSEE

- 23.1 In the event that the Agreement shall have been terminated in accordance with a notice of termination as provided in Section 19 hereof, all the obligations of Lessee under this Agreement shall survive such termination, re-entry, regaining or resumption of possession and shall remain in full force and effect for the full term of this Agreement, including any renewals thereof, and the amount or amounts of damages or deficiency shall become due and payable to Lessor to the same extent, at the same time or times, and in the same manner as if no termination, re-entry, regaining or resumption of possession had taken place. Lessor may maintain separate actions each month to recover the damage or deficiency then due or at its option and at any time may sue to recover the full deficiency less the proper discount, for the entire unexpired term of the Agreement.

- 23.2 The amount of damages for the period of time subsequent to termination (or re-entry, regaining or resumption of possession) on account of Lessee's rent obligations shall be the sum of the following:
- 23.2.1 the amount of the total of all unpaid installments thereof payable prior to the effective date of termination except that the credit to be allowed for the installment payable on the first (1st) day of the month in which the termination is effective shall be prorated for the part of the month the Agreement remains in effect on the basis of the total days in the month;
  - 23.2.2 an amount equal to all expenses incurred by Lessor in connection with regaining possession, restoring the Leased Premises, acquiring a new lease for the Leased Premises, legal expenses (including but not limited to attorney's fees), putting the Leased Premises in order, maintenance and brokerage fees;
  - 23.2.3 an amount equal to any deficiency for the remaining term of this Agreement, computed in accordance with the provisions of Section 23.1.

#### SECTION 24

##### USE SUBSEQUENT TO CANCELLATION OR TERMINATION

- 24.1 Lessor, upon termination or cancellation pursuant to Section 19 hereof, may occupy the Leased Premises or may enter into an agreement with another lessee and shall have the right to permit any person, firm or corporation to enter upon the Leased Premises and use the same. Such use may be of part only of the Leased Premises or of the entire Leased Premises, together with other premises, and for a period of time the same as or different from the balance of the terms and conditions the same as or different from those set forth in this Agreement.
- 24.2 Lessor shall also, upon said termination or cancellation, or upon re-entry, regaining or resumption of possession, have the right to repair and to make structural or other changes in the Leased Premises, including changes which alter its character and the suitability thereof for the purpose of Lessee under this Agreement, without affecting, altering or diminishing the obligations of Lessee hereunder, provided, that any structural changes shall not be at Lessee's expense.
- 24.3 In the event either of use by others or of any actual use and occupancy by Lessor, there shall be credited to the account of Lessee against its survived obligations hereunder any net amount remaining after deducting from the amount actually received from any lessee,

licensee, permittee or other occupier in connection with the use of the said Leased Premises or portion thereof during the balance of the term or use and occupancy as the same is originally stated in this agreement, or from the market value of the occupancy of such portion of the Leased Premises as Lessor may itself during such period actually use and occupy, all expenses, costs and disbursements incurred or paid by Lessor in connection therewith. No such use and occupancy shall be or be construed to be an acceptance of a surrender of the Leased Premises, nor shall such use and occupancy constitute a waiver of any rights of Lessor hereunder. Lessor will use its best efforts to mitigate damages to Lessee under this Section.

## SECTION 25

### LIMITATION OF RIGHTS AND PRIVILEGES GRANTED

- 25.1 Except for the exclusive right of Lessee to possession of the Leased Premises, no exclusive rights at the Airport are granted by this Agreement and no greater rights or privileges with respect to the use of the Leased Premises or any part thereof are granted or intended to be granted to Lessee by this Agreement, or by any provision thereof, than the rights and privileges expressly and specifically granted hereby.
- 25.2 Lessor expressly reserves unto itself, its successors in interest, and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Leased Premises described, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from, or operating on the airport.

## SECTION 26

### NOTICES

- 26.1 All notices, consents and approvals required or desired to be given by the parties hereto shall be sent in writing, and shall be deemed sufficiently given when same are received by the United States Mail or if undelivered, the date of postmark, sufficient postage prepaid, registered or certified mail, return receipt requested or hand delivered, addressed to the recipient at the address set forth below:

To Lessor:     Airport Manager  
                  Gwinnett County Airport Briscoe Field  
                  600 Briscoe Boulevard  
                  Lawrenceville, GA 30046

With a copy to:     Gwinnett County Attorney  
                      75 Langley Drive  
                      Lawrenceville, GA 30046

and

To Lessee:     GMD Properties, LLC.  
                  500 Briscoe Boulevard  
                  Lawrenceville, GA 30046  
                  Attn: Jonathan Zorger

- 26.2 Such addresses shall be subject to change from time to time to such other addresses as may have been specified in written notice given by the intended recipient to sender.

#### SECTION 27

##### HOLDING OVER

- 27.1 No holding over by Lessee after the termination of this Agreement shall operate to extend or renew this Agreement for any further term whatsoever; but Lessee will by such holding over become the tenant at sufferance. After written notice by Lessor to vacate such premises, continued occupancy thereof by Lessee shall constitute Lessee a trespasser.
- 27.2 Any holding over by Lessee beyond the thirty (30) day period permitted for removal of personal property and fixtures without the written consent of Lessor shall make Lessee liable to Lessor for damages equal to 125% of the rent and fees provided for herein and which were in effect at the termination of this Agreement.
- 27.3 All insurance coverage that Lessee is required under the provisions hereof to maintain in effect shall continue in effect for so long as Lessee, or any of Lessee's sublessees or tenants occupy the Leased Premises or any part thereof.

## SECTION 28

### INVALID PROVISIONS

- 28.1 The invalidity of any provisions, articles, paragraphs, portions, or clauses of this Agreement shall have no effect upon the validity of any other part or portion hereof, so long as the remainder shall constitute an enforceable Agreement.

## SECTION 29

### MISCELLANEOUS PROVISIONS

#### Remedies to be Nonexclusive.

- 29.1 All remedies provided in this Agreement shall be deemed cumulative and additional, and not in lieu of, or exclusive of, each other, or of any other remedy available to Lessor, or Lessee, at law or in equity, and the exercise of any remedy, or the existence herein of other remedies or indemnities shall not prevent the exercise of any other remedy.

#### Non-Waiver of Rights.

- 29.2 The failure by either party to exercise any right, or rights accruing to it by virtue of the breach of any covenant, condition or agreement herein by the other party shall not operate as a waiver of the exercise of such right or rights in the event of any subsequent breach by such other party, nor shall other party be relieved thereby from its obligations under the terms hereof.

#### Force Majeure.

- 29.3 Neither party shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reason of labor disputes, acts of God, acts of the public enemy, acts of superior governmental authority or other circumstances for which it is not responsible or which is not in its control, expressly excluding pandemics, provided, however, that this Section shall not excuse Lessee from paying the rent payments herein specified.

#### Non-liability of Individuals.

- 29.4 No director, officer, agent or employee of either party hereto shall be charged personally or held contractually liable by or to the other party under any term or provision of this Agreement or of any supplement, modification or amendment to this Agreement because of any breach thereof, or because of his or their execution or attempted execution of the same.

#### Quiet Enjoyment.

- 29.5 Lessor covenants that as long as Lessee is not in default of any provision of this Agreement, Lessee shall and may peaceably and quietly have, hold and enjoy the Leased Premises exclusively, except as provided in Section 8, to it during the term hereof unless sooner canceled as provided in this Agreement.

General Provisions.

- 29.6 Lessee shall not use, or permit the use of, the Leased Premises, or any part thereof, for any purpose or use other than those authorized by this Agreement.
- 29.7 This Agreement shall be performable and enforceable in Lawrenceville, Georgia, and shall be construed in accordance with the laws of the State of Georgia.
- 29.8 This Agreement is made for the sole and exclusive benefit of Lessor and Lessee, their successors and assigns, and is not made for the benefit of any third party.
- 29.9 In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party hereto on the basis that such party did or did not authorize the same.
- 29.10 All covenants, stipulations and agreements in this Agreement shall extend to and bind each party hereto, its legal representatives, successors and assigns.
- 29.11 The titles of the several articles of this Agreement are inserted herein for convenience only, and are not intended and shall not be construed to affect in any manner the terms and provisions hereof, or the interpretation or construction thereof.
- 29.12 Nothing herein contained shall create or be construed to create a partnership between Lessor and Lessee or to constitute Lessee an agent of Lessor. Lessor and Lessee each expressly disclaim the existence of such a relationship between them.

SECTION 30

SUBORDINATION CLAUSES

- 30.1 This Agreement is subject and subordinate to the following:
- 30.1.1 Lessor reserves the right to develop and improve the Airport as it sees fit, regardless of the desires or view of Lessee, and without interference or hindrance by or on behalf of Lessee, provided, Lessee is not deprived of the use of or access to the Leased Premises.
- 30.1.2 Lessor reserves the right to take any action it considers necessary to protect the aerial approaches to the Airport against obstruction, together with the right to prevent Lessee from erecting or permitting to be erected any building or other

structure on the Airport which, in the opinion of Lessor, would limit the usefulness of the Airport or constitute a hazard to aircraft.

30.1.3 This Agreement is and shall be subordinate to the provisions of existing and future agreements between Lessor and the United States relative to the operation or maintenance of the Airport, the execution of which have been or may be required as a condition precedent to the obtaining or expenditure of Federal funds for the benefit of the Airport.

30.1.4 During the time of war or national emergency, Lessor shall have the right to lease all or any part of the landing area or of the Airport to the United States for military or naval use, and if any such lease is executed, the provisions of this Agreement insofar as they may be inconsistent with the provisions of such lease to the Government, shall be suspended, but such suspension shall not extend the term of this Agreement. Abatement of rent payments shall be determined by Lessor in proportion to the degree of interference with Lessee's use of the Leased Premises.

30.1.5 Except to the extent required for the performance of any obligations of Lessee hereunder, nothing contained in this Agreement shall grant to Lessee any rights whatsoever in the airspace above the Leased Premises other than those rights which are subject to Federal Aviation Administration rules, regulations and orders currently or subsequently effective.

### SECTION 31

#### ENTIRE AGREEMENT

31.1 The Agreement consists of Sections 1 to 31, inclusive, and Exhibit A, Exhibit B, and Exhibit C.

31.2 It constitutes the entire Agreement of the parties hereto and may not be changed, modified, discharged or extended except by written instrument duly executed by Lessor and Lessee. The parties agree that no representations or warranties shall be binding upon Lessor or Lessee unless expressed in writing in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year written above.

**LESSOR**

**Gwinnett County, Georgia**

By: \_\_\_\_\_  
Nicole L. Hendrickson, Chairwoman

Attest: \_\_\_\_\_  
Clerk/Deputy Clerk

(SEAL)

Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Jenny S. Carter, Deputy County Attorney

Date: \_\_\_\_\_

**Gwinnett County Airport Authority**

By: \_\_\_\_\_  
Stan Hall, Chairman

  
Attest: \_\_\_\_\_  
Marcus Strickland, Secretary

Date: 12-11-2025

[Signatures Continue of Following Page]



My commission expires 1-28-2029

Signed, sealed and delivered  
before me this 28<sup>th</sup> day of  
January, 2026

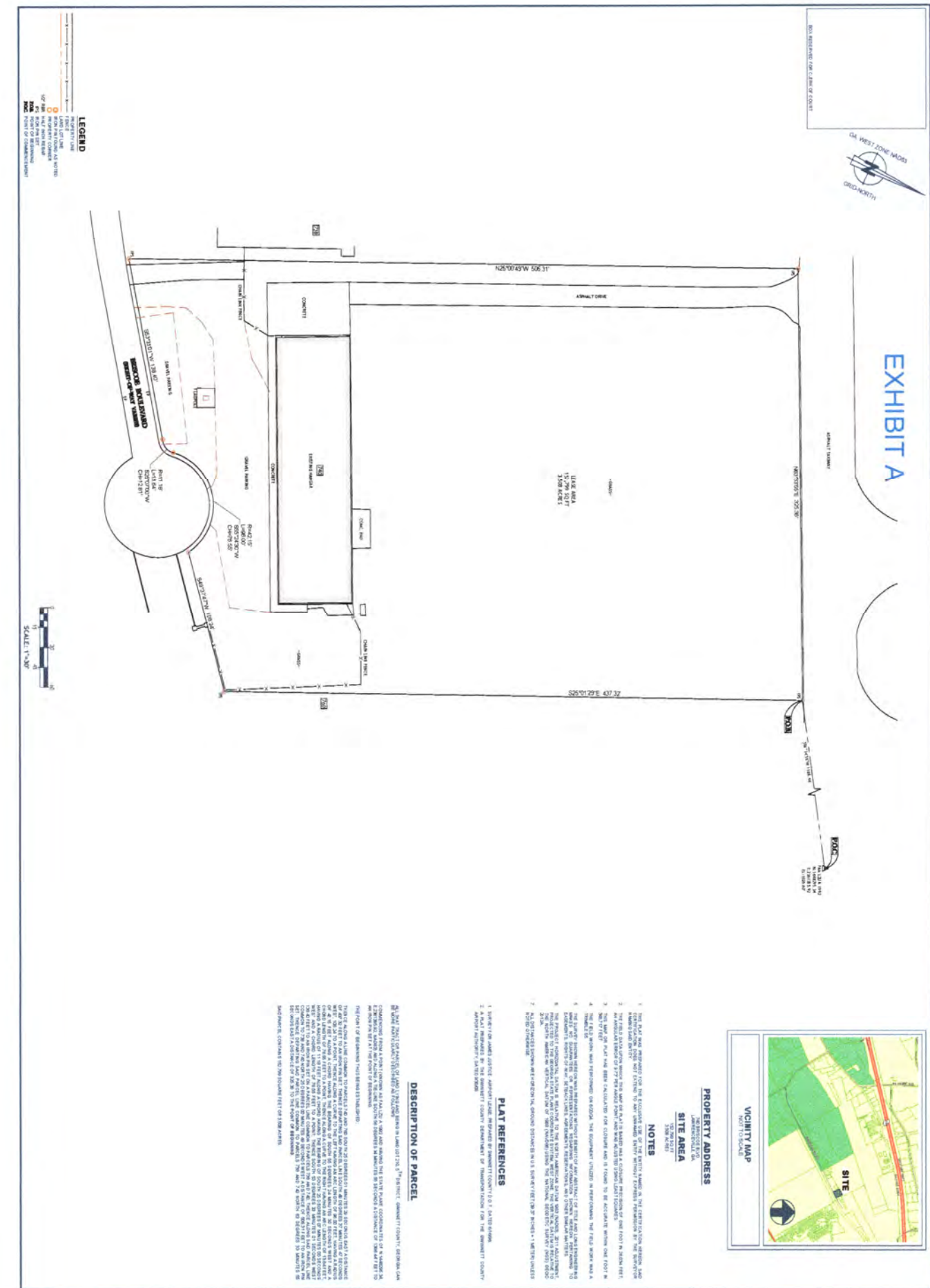
Kira M. Herndon  
Notary Public

LESSEE

GMD Properties, LLC  
DBA Aircraft Specialists Jet Center

By: [Signature]  
Name: Jonathan Zarger  
Title: VP/CFO

Date: 1/28/26



## 1. Overview

Aircraft Specialists Jet Center has prepared this proposal for submittal to the Gwinnett County Airport Authority and the Gwinnett County Board of Commissioners for consideration in response to a Request for Proposal RP010-25 for the lease of a 3.508 acre site with existing improvements at Gwinnett County Airport-Briscoe Field (LZU) for the Department of Transportation, Aviation Division.

In submitting this proposal, Aircraft Specialists Jet Center (ASJC) expresses a genuine desire to finance, build, manage and operate a large aircraft storage hangar nearing 40,000 sq ft plus a 2,500 sq ft office annex/extension area, parking, landscaping and a generous functional ramp with approved access to the existing taxiway.

It's ASJC's goal to maximize the entire RFP site to its fullest revenue potential to the Airport Authority. Therefore, the proposed capital investment of approximately \$10,950,030 reflects a substantial commitment by ASJC to improving the infrastructure of the airport. Besides construction of the hangar, the work scope includes clearing the parcel as well as finance, design and construct all required utility extensions including, but not limited to, water, sanitary sewer, telephone and electric power.

ASJC is committed to meet the responsibilities described in the RFP document to include:

- A. Adherence the Airport's Minimum Standards
- B. Adherence to the Airport's Master Plan
- C. Adherence to the Airport's Architectural Standards
- D. Adherence to the Federal Aviation Administration's (FAA's) standards for aviation use as set forth in the RFP document RP010-25.

Figure 1: Hangar Floor Plan

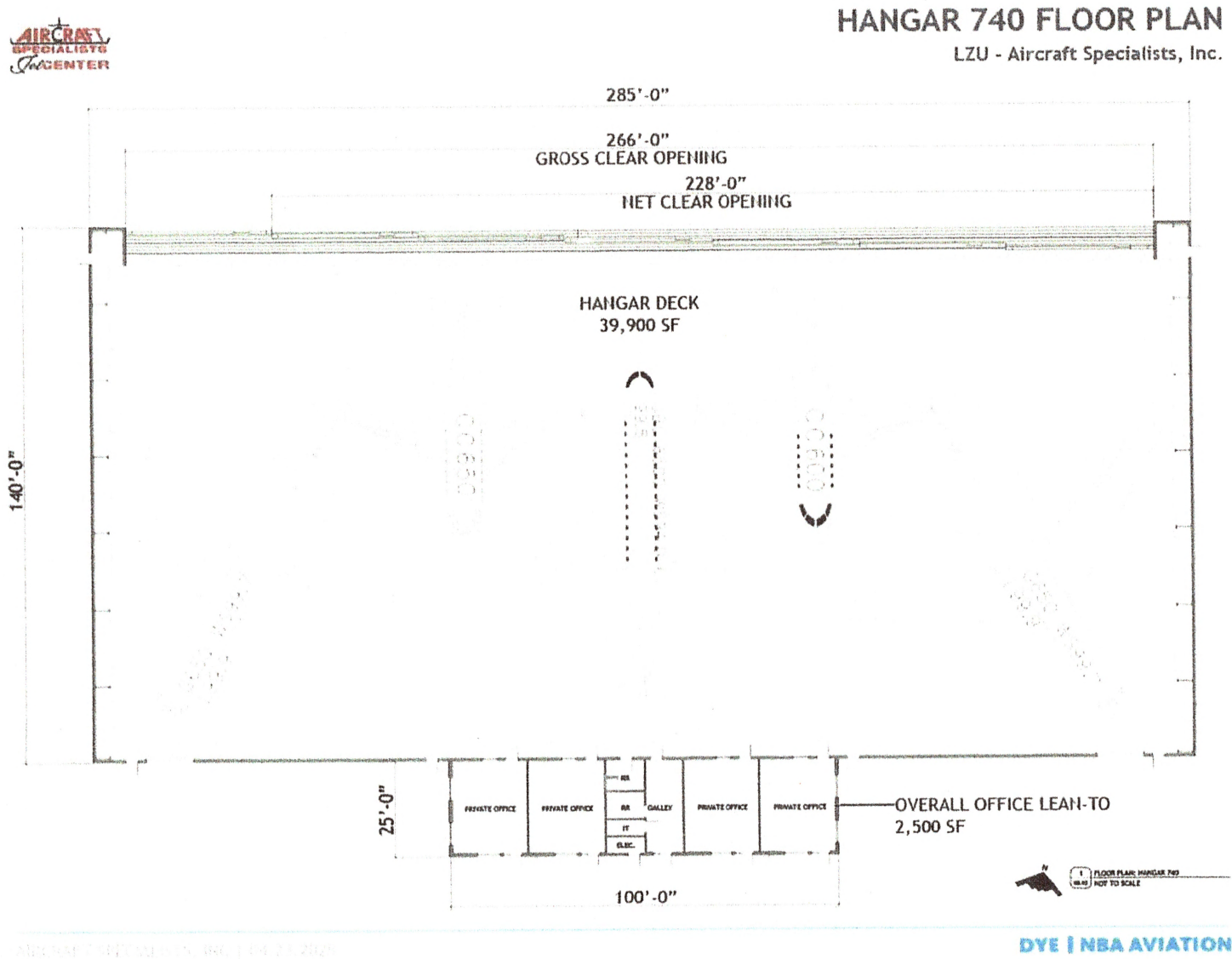


Figure 2: Overall Site Plan

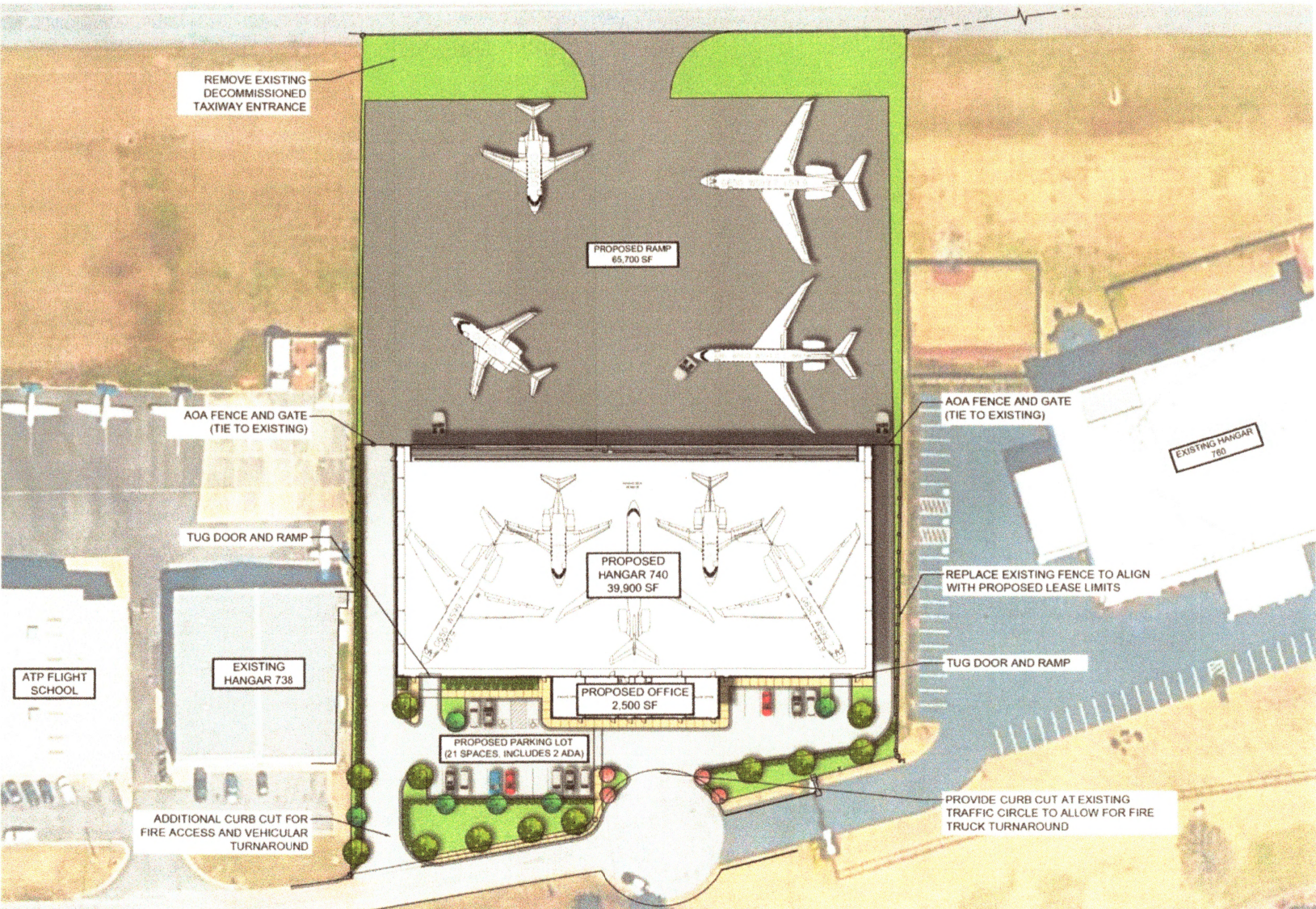


Figure 3: Ramp Side Elevation



Figure 4: Street Side Elevation



## **2. Hangar Project Approach and Capital Investment**

### **2.1. Project Approach**

ASJC's approach for utilization of the 3.508 acre RFP site will be to maximize the available space in order to generate the best possible revenue stream for the airport while increasing the parcel's value as an economic development asset.

To this end, ASJC has had the RFP site professionally studied by Dye NBA Aviation and Niles Bolton Associates in order to determine the best possible site design. (See appendix for background information on these two firms.)

As indicated in the RFP010-25, ASJC will have the site cleared and leveled including removing the existing Quonset hangar. All dirt, drainage and utility work will be addressed and carried out by a licensed contractor. A concrete hangar pad will be poured and an aircraft storage hanger nearing 40,000 sq ft will be constructed that is capable of holding five cabin class turbine powered aircraft. Actual hangar dimensions are 285'-0" x 140'-0" (39,900 sq ft) plus a 2,500 sq ft office annex/area. Ramp, taxiway work and tasteful landscaping will also be addressed.

### **2.2. Capital Investment**

Aircraft Specialists Jet Center is ready, willing and able to finance, build, manage and operate the proposed aircraft hangar on the RFP site. In doing so, ASJC will invest approximately \$ 10,950,030.

(See company financial statements and income projections in Appendix)

## EXHIBIT C

### INSURANCE REQUIREMENTS

#### Section A

All lessees/businesses leasing land from the airport must have the following insurance coverage, no matter what type of business they provide or are involved in.

1. Statutory Workers' Compensation Insurance:
  - (a) Employers Liability:
    - Bodily Injury by Accident - \$100,000 Each Accident
    - Bodily Injury by Disease - \$500,000 Policy Limit
    - Bodily Injury by Disease - \$100,000 Each Employee
2. Auto Liability Insurance
  - (a) Not less than \$1,000,000 Limit of Liability per Occurrence for Bodily Injury and Property Damage
  - (b) Comprehensive Form Covering all Owned, Non-Owned, Leased, Hired, and Borrowed Vehicles
  - (c) Additional Insured Endorsement
  - (d) Contractual Liability
  - (e) No exclusions for Airport Exposures

If your business does not own any automobiles, you still need to carry non-owned and hired insurance.

3. Property Insurance: The lessee/business shall procure and maintain Property Insurance which provides "All Risk" coverage including earthquake and flood, collapse, transit coverage, boiler and machinery including operational testing and startup, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, resultant damage from faulty workmanship or materials or errors in design. The policy shall include no exclusion for foundations or underground pipes, tanks, or machinery. The limit of insurance will be for the amount necessary to cover 100% of building and contents on a replacement cost basis. Business Interruption should be carried at the limit determined by the Business Interruption Worksheet. Business Interruption insurance is not required if lessee is utilizing facility for non-business uses.

## Section B

Any Lessee/Business that would be considered non-aviation would need to carry the following insurance in addition to Section A. Examples of non-aviation lessees/businesses are restaurants, manufacturers which do not manufacture anything for the aviation industry, contractors, automobile repair shop, life insurance office, etc.

4. Comprehensive General Liability Insurance:
  - (a) Not Less than \$2,000,000 Combined Single Limit Bodily Injury and Property Damage.
  - (b) Not Less than \$2,000,000 Combined Single Limit Bodily Injury and Property Damage for Products and Completed Operations Liability.
  - (c) Not Less than \$2,000,000 Combined Single Limit Liquor Liability for any Permittee Selling Alcoholic Beverages.
  - (d) The Following Additional Coverages Must Apply:
    - \* Additional Insured Endorsement
    - \* Contractual Liability
    - \* Broad Form Property Damage
    - \* Severability of Interest
    - \* Personal Injury
    - \* Incidental Medical Malpractice
    - \* Hostile Fire Pollution Wording
5. Umbrella Liability Insurance - Minimum \$1,000,000 Limit of Liability (Higher limit may be required depending on the extent of contract)
  - (a) The Following Additional Coverages Must Apply
    - \* Additional Insured Endorsement
    - \* Concurrency of Effective Dates with Primary
    - \* Blanket Contractual Liability
    - \* Drop Down Feature
    - \* Care, Custody, and Control - Follow Form Primary
    - \* Aggregates: Apply Where Applicable in Primary
    - \* Umbrella Policy Must Be as Broad as the Primary Policy

## Section C

Any Lessee/Business that would be considered aviation would need to carry the following insurance in addition to Section A. Examples of aviation leases/businesses are FBOs, air charter services, aircraft or aircraft parts manufacturers, hangar operations, aircraft fueling services, etc.

### 6. Aviation General Liability:

- (a) Not Less than \$2,000,000 Combined Single Limit Bodily Injury and Property Damage.
- (b) Not Less than \$2,000,000 Combined Single Limit Bodily Injury and Property Damage for Products and Completed Operations Liability.
- (c) The Following Additional Coverages Must Apply:
  - \* Additional Insured Endorsement
  - \* Contractual Liability
  - \* Severability of Interest
  - \* Personal Injury

### 7. Environmental Impairment Liability (Pollution Liability):

- (a) \$1,000,000 Limit of Liability per Occurrence for Bodily Injury and Property Damage for anyone having stationary fuel tanks, portable fuel tanks, waste oil tanks and drums of chemicals.

### 8. Aircraft Liability:

- (a) Not less than \$2,000,000 Combined Single Limits Bodily Injury and Property Damage, Limited to \$100,000 per Seat Passenger legal Liability if the Business owns any aircraft.

### 9. Hangarkeepers' Legal Liability

- (a) Not less than \$500,000 per-aircraft limit equal to the maximum value of any aircraft and a maximum limit of the total value of all aircraft while in the care, custody or control of the operator if the business stores or works on any aircraft other than its own.

## Section D

This section applies to all lessees/businesses.

10. Gwinnett County Board of Commissioners and the Airport Authority should be shown as an additional insured on Aircraft Liability, Airport Liability, Environmental Impairment Liability (Pollution Liability), Hangarkeepers' Liability, and Automobile Liability policies that are required as above.
11. The cancellation provision should provide 30 days notice of cancellation.
12. Certificate Holder should read:

Gwinnett County Board of Commissioners  
75 Langley Drive  
Lawrenceville, GA 30045-6900

and

Gwinnett County Airport Authority  
600 Briscoe Boulevard  
Lawrenceville, GA 30045
13. Insurance Company, except Workers' Compensation carrier, must have an A.M. Best Rating of A-6 or higher.
14. Insurance Company shall be licensed to do business by the Georgia Department of Insurance.
15. Certificates of Insurance, and any subsequent renewals, must reference specific lease.
16. The Lessee/Business shall agree to provide complete certified copies of current insurance policy(ies) if requested by the County or Airport Authority to verify their compliance with these minimum insurance requirements.
17. All minimum insurance coverages required to be provided by the Lessee/Business will be primary over any insurance program carried by the County.

18. No Lessee/Business shall commence any work of any kind, or participate on Airport property, until all minimum insurance requirements contained in this lease have been complied with.
19. The Lessee/Business shall agree to waive all rights of subrogation against the Airport Authority, Gwinnett County, the Board of Commissioners, its officers, officials, employees, or volunteers from losses arising from the issue of this permit.
20. The Lessee shall make available to the County, through its records or records of their insurer, information regarding a specific claim. Any loss run information available from the Lessee or their insurer will be made available to the Airport Authority or County upon request.
21. Compliance by the Lessee with the foregoing requirements as to carrying minimum insurance shall not relieve the Lessee of their liability provisions of the Permit.
22. The Lessee is to comply with the FAA, EPA, OSHA and any other laws that may apply to this Permit.
23. The Lessee shall, at a minimum, apply risk management practices accepted by the Lessee's industry.
24. The Airport Authority reserves the right to amend the minimum standards for insurance at any time, based on the increase in legal liability exposures and the availability of insurance coverages and limits.

# Gwinnett County Board of Commissioners Agenda Request

<b>GCID #</b>	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Renewals
20260140				
Department:	Transportation		Date Submitted:	01/14/2026
Working Session:	02/03/2026	Business Session:	02/03/2026	Public Hearing:
Submitted By:	Purchasing – Katie Maldonado – MM		Multiple Depts?	No
Agenda Type	Award			
Item of Business:			Locked by Purchasing	No
BL015-26, Old Norcross Road pedestrian improvement project, to 9 Yards Infrastructure, LLC, amount not to exceed \$825,048.95. This project is funded by the 2017 SPLOST Program.				
Attachments	Summary Sheet, Justification Letter, Tabulation, Justification Support			
Authorization:	Chairwoman's Signature?	Yes		
Staff Recommendation	Award			
BAC Action:				
Department Head	eeaponte (1/16/2026)			
Attorney	tlettsome (1/30/2026)			
Agenda Purpose Only				

## Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	2017 SPLOST	*	\$825,049	brainey (1/30/2026)
Finance Comments	*Upon approval, adjust appropriations from Lake Drive SW project to Lawrenceville Suwannee Rd Pedestrian Safe project. This transfer will be made to award the contract and for associated activities, including materials testing. For 2026, \$825,049 is allocated.			FinDir's Initials
				raroyal (1/28/2026)

☒ Budget Adjust     ☒ Grand Jury

County Clerk Use Only			PH was Held? <input type="checkbox"/>
Working Session	<input style="width: 90%;" type="text"/>	Vote	No Action Taken
Action	<input style="width: 90%;" type="text"/>		
Tabled	<input style="width: 90%;" type="text"/>		
Motion	<input style="width: 90%;" type="text"/>		
2nd by	<input style="width: 90%;" type="text"/>		

## SUMMARY – BL015-26

### Old Norcross Road Pedestrian Improvement Project

<b>PURPOSE:</b>	This project will construct new pedestrian facilities at three signalized intersections, Old Norcross Road at Lawrenceville-Suwanee Road, at Monfort Road/Raco Drive, and at Riverside Parkway. These facilities include crosswalks, pedestrian crossing signals, and sidewalk ramps at each intersection. The new sidewalk at the intersection of Old Norcross Road and Monfort and Riverside Parkway provide connections to the new Discovery Park, Benefield Elementary School, and Discovery High School.
<b>LOCATION:</b>	District 1/Carden
<b>AMOUNT TO BE SPENT:</b>	\$825,048.95
<b>PREVIOUS CONTRACT AWARD AMOUNT:</b>	N/A
<b>AMOUNT SPENT PREVIOUS CONTRACT:</b>	N/A
<b>UNIT PRICE INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):</b>	N/A
<b>NUMBER OF BIDS/PROPOSALS DISTRIBUTED:</b>	1,311 11 plan holders 70 website viewings
<b>NUMBER OF RESPONSES:</b>	4
<b>PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) IF YES, NUMBER OF FIRMS REPRESENTED:</b>	No
<b>REASONS FOR LIMITED RESPONSE (IF RELEVANT):</b>	N/A
<b>RENEWAL OPTION NUMBER:</b>	N/A
<b>MARKET PRICES COMPARISON (FOR RENEWALS):</b>	N/A
<b>CONTRACT TERM:</b>	140 available days from issuance of Notice to Proceed

COMMENTS:



MEMORANDUM

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

THROUGH: Edgardo E. Aponte, P.E., Director *ECA*  
Department of Transportation

FROM: Erica Brizzee, P.E., Deputy Director *ecb*  
Department of Transportation

SUBJECT: Recommendation to Award BL015-26  
Old Norcross Road Pedestrian Improvement Project  
F01572.1 and F01283.25

DATE: January 13, 2026

REQUESTED ACTION

The Department of Transportation recommends award of the above referenced contract to 9 Yards Infrastructure, LLC in the amount of \$825,048.95.

DESCRIPTION

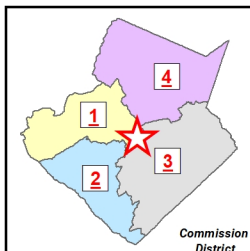
This project will construct new pedestrian facilities on Old Norcross Road at Lawrenceville-Suwanee Road, Monfort Road/Raco Drive, and Riverside Parkway. These facilities include crosswalks, pedestrian signals, and sidewalks at each intersection. These pedestrian facilities provide connections to the new Discovery Park, Benefield Elementary School, and Discovery High School. This contract is funded by the 2017 SPLOST Program.

References checked? ☒ Yes ☐ No

FINANCIAL

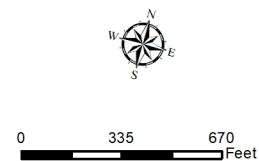
1. Estimated amount to be spent: \$825,048.95
2. Do total obligations agree with "Action Requested"? Yes ☒ No ☐
3. Budgeted: Yes ☒ No ☐
4. Grant Funded: Yes ☐ No ☒
5. SPLOST Funded: Yes ☒ No ☐
6. Contact name: Beth Theodros Contact phone: 770.822.7470

# OLD NORCROSS ROAD PEDESTRIAN IMPROVEMENTS (F01572.1 F01283.25)



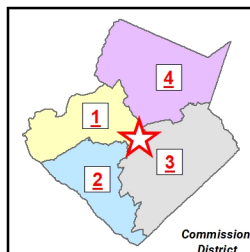
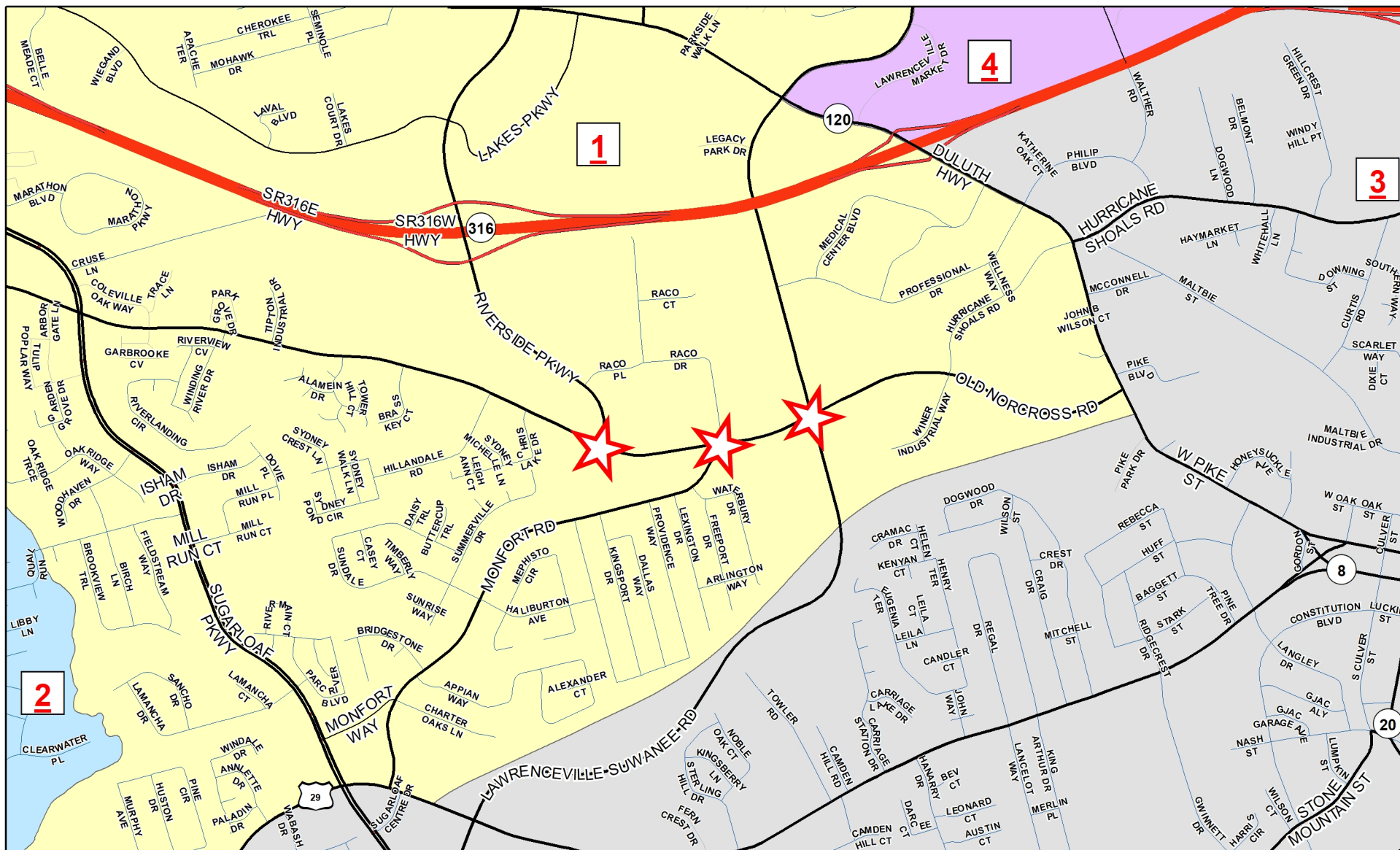
## PROJECT DESCRIPTION SUMMARY:

This project will construct new pedestrian facilities on Old Norcross Road at Lawrenceville-Suwanee Road, Monfort Road/Racoco Drive, and Riverside Parkway. These facilities include crosswalks, pedestrian signals, and sidewalks at each intersection. These pedestrian facilities provide connections to the new Discovery Park, Benefield Elementary School, and Discovery High School. This contract is funded by the SPLOST Program.



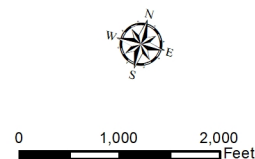
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# OLD NORCROSS ROAD PEDESTRIAN IMPROVEMENTS (F01572.1 F01283.25)



## PROJECT DESCRIPTION SUMMARY:

This project will construct new pedestrian facilities on Old Norcross Road at Lawrenceville-Suwanee Road, Monfort Road/Raco Drive, and Riverside Parkway. These facilities include crosswalks, pedestrian signals, and sidewalks at each intersection. These pedestrian facilities provide connections to the new Discovery Park, Benefield Elementary School, and Discovery High School. This contract is funded by the SPLOST Program.



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# Gwinnett County Board of Commissioners Agenda Request

<b>GCID #</b>	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Renewals
20260165				
Department:	Transportation		Date Submitted:	01/16/2026
Working Session:	02/03/2026	Business Session:	02/03/2026	Public Hearing:
Submitted By:	Purchasing - Brandi Cantie - MM		Multiple Depts?	No
Agenda Type	Award			
Item of Business:		Locked by Purchasing <span style="float: right;">No</span>		
BL139-25, resurfacing of residential County roads on a term contract, to The Scruggs Company dba Sunbelt Asphalt Surfaces, Inc., amount not to exceed \$43,928,265.95. This contract is funded by the 2023 SPLOST Program.				
Attachments	Summary Sheet, Justification Letter, Tabulation			
Authorization:	Chairwoman's Signature?	<span style="border: 1px solid black; padding: 2px;">Yes</span>		
Staff Recommendation	Award			
BAC Action:				
Department Head	eeaponte (1/29/2026)			
Attorney	tlettsome (1/30/2026)			
Agenda Purpose Only				

## Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	2023 SPLOST	*	\$43,928,266	brainey (1/30/2026)
Finance Comments	*Amount available in SPLOST Rehab/Resurfacing Cont'd project. For FY2026, \$39,535,439 is allocated. For FY2027, \$4,392,827 is subject to budget approval.			FinDir's Initials
				raroyal (1/29/2026)

☐ Budget Adjust     ☐ Grand Jury

County Clerk Use Only			PH was Held? <input type="checkbox"/>
Working Session: <span style="border: 1px solid black; display: inline-block; width: 150px; height: 20px;"></span>  Action: <span style="border: 1px solid black; display: inline-block; width: 150px; height: 20px;"></span>  Tabled: <span style="border: 1px solid black; display: inline-block; width: 150px; height: 20px;"></span>  Motion: <span style="border: 1px solid black; display: inline-block; width: 150px; height: 20px;"></span>  2nd by: <span style="border: 1px solid black; display: inline-block; width: 150px; height: 20px;"></span>	Vote	<div style="border: 1px solid black; padding: 10px; min-height: 100px;">           No Action Taken         </div>	

## SUMMARY – BL139-25

### Resurfacing of Residential County Roads on a Term Contract


<b>PURPOSE:</b>	This procurement is for the resurfacing of residential County roads and will be used to maintain these assets and extend the life of the roadway pavement.
<b>LOCATION:</b>	Various locations throughout Gwinnett County
<b>AMOUNT TO BE SPENT:</b>	\$43,928,265.95
<b>PREVIOUS CONTRACT AWARD AMOUNT:</b>	\$48,974,711.09*
<b>AMOUNT SPENT PREVIOUS CONTRACT:</b>	\$48,974,711.09*
<b>UNIT PRICE INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):</b>	19.5% decrease
<b>NUMBER OF BIDS/PROPOSALS DISTRIBUTED:</b>	499 118 website viewings
<b>NUMBER OF RESPONSES:</b>	50
<b>PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) IF YES, NUMBER OF FIRMS REPRESENTED:</b>	Yes 4
<b>REASONS FOR LIMITED RESPONSE (IF RELEVANT):</b>	N/A
<b>RENEWAL OPTION NUMBER:</b>	N/A
<b>MARKET PRICES COMPARISON (FOR RENEWALS):</b>	N/A
<b>CONTRACT TERM:</b>	From issuance of Notice to Proceed through December 31, 2026


COMMENTS: \*This contract is a combination of BL140-24 and BL019-25, which were both 2025 residential resurfacing contracts.



## MEMORANDUM

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

**THROUGH:** Edgardo E. Aponte, P.E., Director   
Department of Transportation

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

**SUBJECT:** **Recommendation to Award BL139-25**  
**Resurfacing of Residential County Roads on a Term Contract**

**DATE:** January 27, 2026

### REQUESTED ACTION

The Department of Transportation recommends award of the above referenced contract to The Scruggs Company dba, Sunbelt Asphalt Surfaces, Inc. in the amount not to exceed \$43,928,265.95.

### DESCRIPTION

These contracts will be used for the resurfacing of over one hundred eighty-one (181) centerline miles of selected county-maintained roads to maintain and extend the life of roadway pavement. The procurement consists of six term contracts that cover the entire county by dividing it by the six maintenance districts operated by the Department of Transportation. These contracts include the repair of roadway pavement with patches, asphalt milling, asphalt topping materials, adjustment of water valves and manhole covers, and installation of pavement markings.

References checked? ☒ Yes ☐ No

### FINANCIAL

1. Estimated amount to be spent: \$43,928,265.95.
2. Projected amount to be spent on the previous contract period: \$48,974,711.09.
3. Do total obligations agree with "Action Requested"? Yes ☒ No ☐
4. Budgeted: Yes ☒ No ☐ N/A
5. Grant Funded: Yes ☐ No ☒
6. SPLOST Funded: Yes ☒ No ☐
7. Contact name: Paul Brown Contact phone: 770-822-7558

# Gwinnett County Board of Commissioners Agenda Request

<b>GCID #</b>	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Renewals
20260084				
Department:	Transportation		Date Submitted:	12/30/2025
Working Session:	02/03/2026	Business Session:	02/03/2026	Public Hearing:
Submitted By:	srajeev		Multiple Depts?	No
Agenda Type	Approval			
Item of Business:			Locked by Purchasing	No
of the incorporation of Izod Court and Rambling Woods Subdivision into the Gwinnett County Streetlighting Program.				
Attachments	Justification Memo, Layout, Resolution			
Authorization:	Chairwoman's Signature?	Yes		
Staff Recommendation	Approval			
BAC Action:				
Department Head	eeaponte (1/14/2026)			
Attorney	tlettsome (1/27/2026)			
Agenda Purpose Only				

## Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	2017 SPLOST	*	\$9,853	brainey (1/23/2026)
No	Street Lighting	**	\$2,600	
Finance Comments	*Amount available in Street Lighting for Pedestrians project. For FY2026, \$9,853 is allocated. **Upon approval, adjust \$2,600 in revenue and appropriations as necessary.			FinDir's Initials
				raroyal (1/23/2026)


☒ Budget Adjust      ☒ Grand Jury

County Clerk Use Only			PH was Held? <input type="checkbox"/>
Working Session	<input style="width: 90%;" type="text"/>	Vote	No Action Taken
Action	<input style="width: 90%;" type="text"/>		
Tabled	<input style="width: 90%;" type="text"/>		
Motion	<input style="width: 90%;" type="text"/>		
2nd by	<input style="width: 90%;" type="text"/>		



## MEMORANDUM

**TO:** Chairwoman  
Board of Commissioners

**FROM:** Edgardo E. Aponte, P.E., Director   
Department of Transportation

**SUBJECT:** ADDITION OF IZOD COURT AND RAMBLING WOODS SUBDIVISION INTO THE  
STREETLIGHTING PROGRAM

**DATE:** December 26, 2025

### ITEM OF BUSINESS

The Department of Transportation recommends approval of the incorporation of Izod Court and Rambling Woods Subdivision into the Gwinnett County Streetlighting Program.

### BACKGROUND AND DISCUSSION

Property owners submitted a request to the Department of Transportation for the incorporation of Izod Court and Rambling Woods Subdivision into the Gwinnett County Streetlighting Program. As provided in the Gwinnett County Code of Ordinances, Chapter 86-Special Assessment Districts, the requestor was provided with a petition package which included a map with a layout for the proposed streetlights. The completed petitions were returned to the Department of Transportation with a response that met the required fifty-one percent (51%) of signatures from the property owners located within the proposed Special Assessment District. Six (6) of ten (10) property owners or sixty (60%) percent supported the installation of streetlights for Izod Court. Nineteen (19) of thirty-six (36) property owners or fifty-three (53%) percent supported the installation of streetlights for Rambling Woods Subdivision. Therefore, the Department of Transportation recommends approval for the creation of a Special Assessment District to add Izod Court and Rambling Woods Subdivision into the Gwinnett County Streetlighting Program.

There is a \$1,361.60 construction cost to the County for the installation of four (4) LED light post-top fixtures for Izod Court with an annual revenue of \$427.46. There is a \$8,490.90 construction cost to the County for the installation of eleven (11) LED light roadway fixtures for Rambling Woods Subdivision with an annual revenue of \$2,173.00. Jackson EMC will install, maintain, and operate the four (4) streetlights on Izod Court. Georgia Power will install, maintain, and operate the eleven (11) streetlights in the Rambling Woods Drive.

Thank you for your consideration in this matter. Should you have any questions, please feel free to contact me at 770.822.7433.

Izod Court  
Street Light Proposal

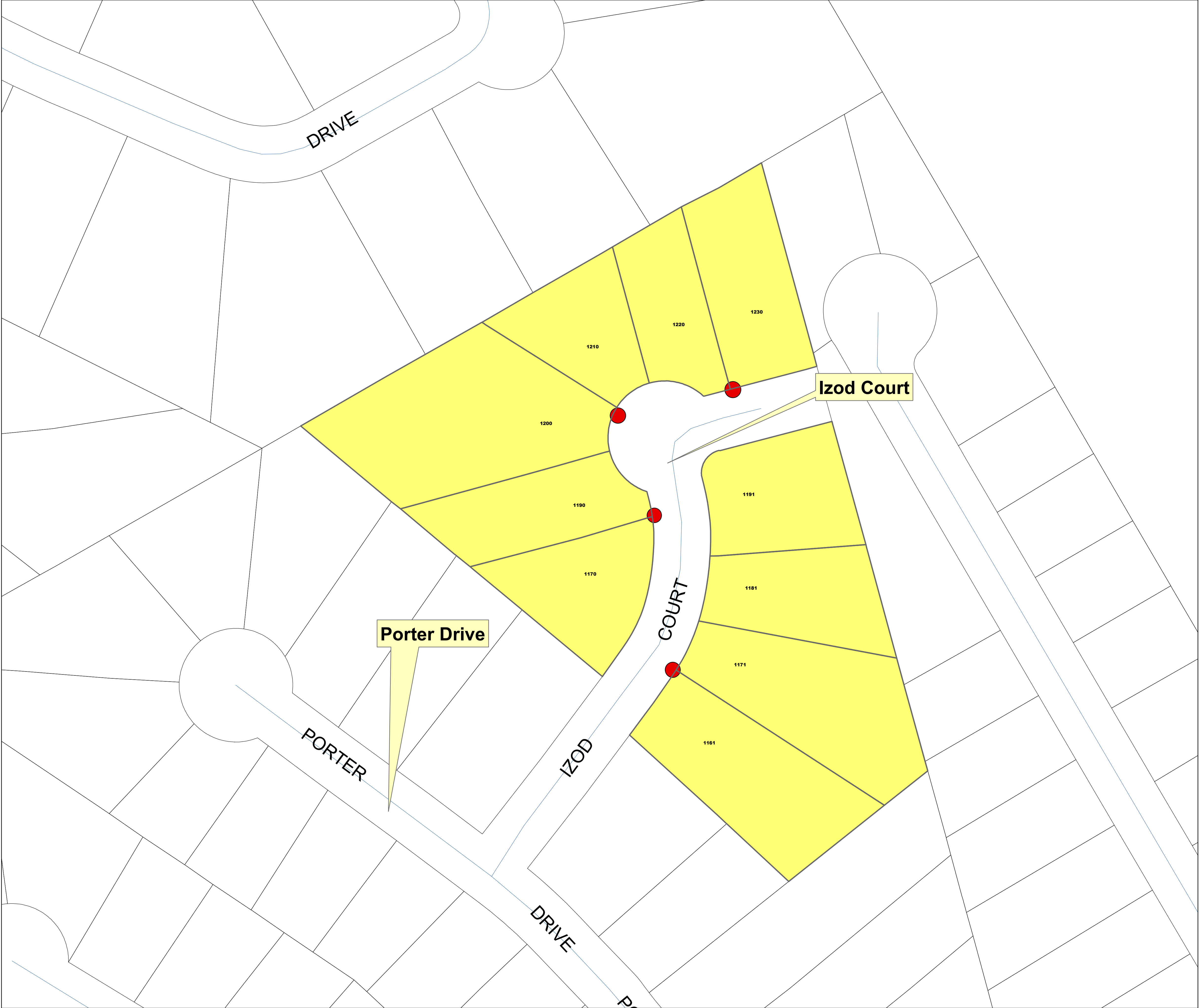
Legend

- Petition Area (10)
- Proposed Street Lights (4)



Gwinnett  
Transportation

Gwinnett County  
Department of Transportation  
Traffic Safety Division  
Jan 2026



# Rambling Woods Street Light Proposal

## Legend

- Petition Area (36)**
- Proposed Street Lights (11)**



**Gwinnett County**  
**Department of Transportation**  
**Traffic Safety Division**  
**Jan 2026**



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

**RESOLUTION ENTITLED:** Addition of **Izod Court** into the Gwinnett County Streetlighting Program.

**ADOPTION DATE: FEBRUARY 3, 2026**

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.

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

---

On motion of Commissioner \_\_\_\_ and carried by a \_\_\_\_ vote, the Resolution entitled Addition of Izod Court into the Gwinnett County Streetlighting Program, as set forth below, is hereby adopted:

**WHEREAS**, Chapter 86 of the Code of Ordinances of Gwinnett County, entitled "Special Assessment Districts", provides a process for a property owner, resident, or homeowners' association representative to initiate the creation of a Special Assessment District for certain transportation improvements; and

**WHEREAS**, the Department of Transportation received a request to justify the creation of a Special Assessment District to incorporate Izod Court into the Gwinnett County Streetlighting Program; and

**WHEREAS**, the Gwinnett County Department of Transportation laid out and determined the areas of Izod Court that should be incorporated as part of the Gwinnett County Streetlighting Program and provided a petition to the requestor; and

**WHEREAS**, the Gwinnett County Department of Transportation received and verified the completed petition with the required signatures for the creation of a Special Assessment District for the incorporation of Izod Court into the Gwinnett County Streetlighting Program; and

**WHEREAS**, the Department of Transportation recommends the inclusion of Izod Court into the Gwinnett County Streetlighting Program; and

**NOW, THEREFORE, BE IT RESOLVED** that the Gwinnett County Board of Commissioners approves the recommendation of the Department of Transportation to create a Special Assessment District to incorporate the following street into the Gwinnett County Streetlighting Program.

SUBDIVISION & UNIT	COMMISSION DISTRICT	DISTRICT/LAND LOT
Izod Court	1	7/39

This \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

GWINNETT COUNTY BOARD OF COMMISSIONERS

BY: \_\_\_\_\_  
NICOLE L. HENDRICKSON, CHAIRWOMAN

ATTEST:

BY: \_\_\_\_\_ (SEAL)  
TINA KING, COUNTY CLERK

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
SENIOR ASSISTANT COUNTY ATTORNEY

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

**RESOLUTION ENTITLED** Addition of **Rambling Woods** into the Gwinnett County Streetlighting Program.

**ADOPTION DATE: FEBRUARY 3, 2026**

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

---

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

---

On motion of Commissioner \_\_\_\_ and carried by a \_\_\_\_ vote, the Resolution entitled Addition of Rambling Woods into the Gwinnett County Streetlighting Program, as set forth below, is hereby adopted:

**WHEREAS**, Chapter 86 of the Code of Ordinances of Gwinnett County, entitled "Special Assessment Districts", provides a process for a property owner, resident, or homeowners' association representative to initiate the creation of a Special Assessment District for certain transportation improvements; and

**WHEREAS**, the Department of Transportation received a request to justify the creation of a Special Assessment District to incorporate Rambling Woods into the Gwinnett County Streetlighting Program; and

**WHEREAS**, the Gwinnett County Department of Transportation laid out and determined the areas of Rambling Woods that should be incorporated as part of the Gwinnett County Streetlighting Program and provided a petition to the requestor; and

**WHEREAS**, the Gwinnett County Department of Transportation received and verified the completed petition with the required signatures for the creation of a Special Assessment District for the incorporation of Rambling Woods into the Gwinnett County Streetlighting Program; and

**WHEREAS**, the Department of Transportation recommends the inclusion of **Rambling Woods** into the Gwinnett County Streetlighting Program; and

**NOW, THEREFORE, BE IT RESOLVED** that the Gwinnett County Board of Commissioners approves the recommendation of the Department of Transportation to create a Special Assessment District to incorporate the following street into the Gwinnett County Streetlighting Program.

SUBDIVISION & UNIT	COMMISSION DISTRICT	DISTRICT/LAND LOT
Rambling Woods	1	7/72

This \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

GWINNETT COUNTY BOARD OF COMMISSIONERS

BY: \_\_\_\_\_  
NICOLE L. HENDRICKSON, CHAIRWOMAN

ATTEST:

BY: \_\_\_\_\_ (SEAL)  
TINA KING, COUNTY CLERK

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
SENIOR ASSISTANT COUNTY ATTORNEY

# Gwinnett County Board of Commissioners Agenda Request

<b>GCID #</b>	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Renewals
20260082				
Department:	Water Resources		Date Submitted:	12/29/2025
Working Session:	02/03/2026	Business Session:	02/03/2026	Public Hearing:
Submitted By:	Purchasing – Katie Maldonado – JM		Multiple Depts?	No
Agenda Type	Award			
Item of Business:			Locked by Purchasing	No
SS003-26, provision of products and services for calibration, repair, and replacement of Hach equipment on an annual contract (February 3, 2026 through February 2, 2027), to Hach Company, amount not to exceed \$1,000,000.00.				
Attachments	Summary Sheet, Justification Letter, Justification Support			
Authorization:	Chairwoman's Signature?	No		
Staff Recommendation	Award			
BAC Action:	Water and Sewerage Authority Approved on January 12, 2026, Vote 5-0.			
Department Head	rmshelton (1/21/2026)			
Attorney	nlwood (1/28/2026)			
Agenda Purpose Only				

## Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	Water & Sewer Op	*	\$1,000,000	brainey (1/28/2026)
Finance Comments	*The current balance in Supplies is checked as items are purchased and services are provided. For FY2026, \$1,000,000 is allocated.			FinDir's Initials
				raroyal (1/28/2026)

☐ Budget Adjust      ☐ Grand Jury

County Clerk Use Only			PH was Held? <input type="checkbox"/>
Working Session	<input style="width: 90%;" type="text"/>	Vote	<div style="border: 1px solid black; 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"/>		

<b>SUMMARY – SS003-26</b> <b>Provision of Products and Services for Calibration, Repair, and Replacement of Hach Equipment on an Annual Contract</b>	
<b>PURPOSE:</b>	This contract provides products and services for repair, replacement, and maintenance of existing Hach equipment. This equipment includes laboratory bench instruments used to sample, analyze, and monitor water throughout the water reclamation facilities, water production facilities, laboratories, and pump stations.
<b>LOCATION:</b>	Various locations throughout Gwinnett County
<b>AMOUNT TO BE SPENT:</b>	\$1,000,000.00
<b>PREVIOUS CONTRACT AWARD AMOUNT:</b>	\$950,000.00
<b>AMOUNT SPENT PREVIOUS CONTRACT:</b>	\$971,967.00
<b>UNIT PRICE INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):</b>	0%
<b>NUMBER OF BIDS/PROPOSALS DISTRIBUTED:</b>	N/A
<b>NUMBER OF RESPONSES:</b>	N/A
<b>PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) IF YES, NUMBER OF FIRMS REPRESENTED:</b>	N/A
<b>REASONS FOR LIMITED RESPONSE (IF RELEVANT):</b>	N/A
<b>RENEWAL OPTION NUMBER:</b>	N/A
<b>MARKET PRICES COMPARISON (FOR RENEWALS):</b>	N/A
<b>CONTRACT TERM:</b>	February 3, 2026 through February 2, 2027

COMMENTS:



## MEMORANDUM

TO: Jordan Mitchell  
Purchasing Associate II

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

FROM: Sean Meyer *SM*  
Deputy Director, Facility Operations

SUBJECT: Recommendation to Award SS003-26 Provision of Products and Services for Calibration, Repair and Replacement of Hach Equipment on an Annual Contract

DATE: December 8, 2025

## REQUESTED ACTION

The Department of Water Resources recommends award of the above referenced annual contract with Hach Company in the amount not to exceed \$1,000,000.00.

## DESCRIPTION

This contract provides products and services for repair, replacement, and maintenance of existing Hach equipment. This equipment includes 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 to comply with our permits and for monitoring the effectiveness of various treatment processes.

## FINANCIAL

1. Estimated amount to be spent: \$1,000,000.00
2. Projected amount spent previous contract period: \$971,967.00
3. Do total obligations agree with "Action Requested"? Yes X No
4. Budgeted: Yes X No
5. Grant Funded: Yes     No X
6. SPLOST Funded: Yes     No X
7. Contact name: Adam Garmon (DWR) Contact phone: 678-376-7181 *AG*



Gwinnett

GWINNETT COUNTY  
FINANCIAL SERVICES | PURCHASING  
SOLE SOURCE APPROVAL FORM

**About this form:** Sole Source procurement may be used to purchase goods/services from a single source, when only one vendor possesses the unique and singularly available capability to meet the requirement, with pre-approval from the Purchasing Division through a Sole Source Approval Form. Return the completed form and supporting documentation to the Purchasing Division for consideration. Refer to Purchasing Ordinance Part 3, Section VI for more information. If an agenda request is required, the Purchasing Division will prepare the agenda request.

Requesting Department: Water Resources

(Note: if requesting for multiple departments, please type them in the field above)

Purchasing Associate: Jordan Mitchell

1/20/26  
1/21/26

**Description of proposed procurement:**

Products and services for Hach Company equipment.

**Reason for sole source request:**

DWR has over 400 Hach laboratory bench instruments system wide. This equipment is critical to comply with our permits and for monitoring the effectiveness of various treatment processes.

Hach factory-trained service personnel are the only people authorized to perform any startup service, maintenance, or repair of these instruments. Because of the many different parameters and types of analyzers, Hach does not recognize or authorize any other service organization to perform repair or recalibration.

In addition, Hach instruments are designed, tested, and validated using Hach consumables and reagents. Using genuine Hach chemistry ensures accurate, repeatable results, protects sensitive instrument components, and maintains compliance with EPA and state-approved methods. Third-party reagents often vary in formulation and can impact data quality, shorten instrument life, or invalidate method performance.

Sole Source Provider: Hach Company To be competitively procured? ☐ Yes ☒ No

Additional costs/savings: DWR receives a 7% discount.

Benefits to the County: Sole Source approval allows for more responsive addressing of emergency and urgent issues that arise with the operation, maintenance, and repair of this equipment.

Anticipated annual expenditure: First year expenditure approximately \$1,000,000. Subsequent years' expenditures will be based on need.

Requested validity period: 5 Years Submitted by: Sean Meyer Date: 11/24/2025

Department Director Approval: R Shelton Date approved: 1/20/2026

**Required Attachments:** Unexpired quote; sole source letter from sole source provider; other supporting documentation

**PURCHASING DIVISION USE ONLY BELOW THIS LINE**

Purchasing Director Approval: Holly Cagente Date approved: 1/21/26 Expiration date: 1/21/31

Anticipated agenda date if Board of Commissioners approval is required: 2/3/26

Is an SRM Contract Required? ☒ Yes ☐ No

Sole Source Approval Form (revised 8.26.2025) 1 | 1

INTRANET → DEPT. SERVICES → PURCHASING → PURCHASING FORMS

# Gwinnett County Board of Commissioners Agenda Request

<b>GCID #</b>	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Renewals
20260120				
Department:	Water Resources		Date Submitted:	01/12/2026
Working Session:	02/03/2026	Business Session:	02/03/2026	Public Hearing:
Submitted By:	Purchasing – Katie Maldonado – BB		Multiple Depts?	No
Agenda Type	Award			
Item of Business:		Locked by Purchasing		No
BL007-26, Gwinnett Place sewer phase 2, to Reynolds Construction of Georgia, LLC, amount not to exceed \$9,536,145.00. Approval/authorization for the Chairwoman or designee to sign any and all related documents.				
Attachments	Summary Sheet, Justification Letter, Tabulation, Justification Support			
Authorization:	Chairwoman's Signature?	Yes		
Staff Recommendation	Award			
BAC Action:	Water and Sewerage Authority Approved on January 26, 2026, Vote 4-0.			
Department Head	rmshelton (1/15/2026)			
Attorney	nlwood (1/26/2026)			
Agenda Purpose Only				

## Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	Water & Sewer R&E	*	\$9,536,145	brainey (1/26/2026)
Finance Comments	*Amount available in Gwinnett Place Mall # Phase 2 Sewer project. Adjust budget to align with approval of this contract. For FY2026, \$4,000,000 is allocated. For FY2027, \$5,536,145 is subject to budget approval.			FinDir's Initials
				raroyal (1/26/2026)

☒ Budget Adjust     ☒ Grand Jury

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

## SUMMARY – BL007-26

### Gwinnett Place Sewer Phase 2

<b>PURPOSE:</b>	This project includes the upsizing of approximately 1.6 miles of gravity sewer along a tributary of Sweetwater Creek from Breckinridge Road to Club Drive in unincorporated Gwinnett County. The existing 15-inch to 42-inch diameter gravity sewer will be upsized to 30-inch to 48-inch diameter pipe to provide sewer capacity for future development in the area.
<b>LOCATION:</b>	District 1/Carden
<b>AMOUNT TO BE SPENT:</b>	\$9,536,145.00
<b>PREVIOUS CONTRACT AWARD AMOUNT:</b>	N/A
<b>AMOUNT SPENT PREVIOUS CONTRACT:</b>	N/A
<b>UNIT PRICE INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):</b>	N/A
<b>NUMBER OF BIDS/PROPOSALS DISTRIBUTED:</b>	1,318 18 pre-qualified contractors 12 plan holders 83 website viewings
<b>NUMBER OF RESPONSES:</b>	6
<b>PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) IF YES, NUMBER OF FIRMS REPRESENTED:</b>	Yes 5
<b>REASONS FOR LIMITED RESPONSE (IF RELEVANT):</b>	N/A
<b>RENEWAL OPTION NUMBER:</b>	N/A
<b>MARKET PRICES COMPARISON (FOR RENEWALS):</b>	N/A
<b>CONTRACT TERM:</b>	570 consecutive calendar days from issuance of Notice to Proceed

COMMENTS:



## MEMORANDUM

TO: Brittany Bryant  
Purchasing Associate III, Department of Financial Services

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

FROM: Kristopher Campbell, PE *KC*  
Deputy Director, Department of Water Resources

SUBJECT: Recommendation to Award BL007-26  
Gwinnett Place Sewer Phase 2  
Project Number: F01622.1  
District 1/Carden

DATE: January 8, 2026

## REQUESTED ACTION

The Department of Water Resources recommends award of the above referenced contract with Reynolds Construction of Georgia, LLC in the amount of \$9,536,145.00. The Department requests approval for the Chairwoman to execute all related documents.

## DESCRIPTION

This project includes the upsizing of approximately 1.6 miles of gravity sewer along a tributary of Sweetwater Creek from Breckinridge Road to Club Drive in unincorporated Gwinnett County. The existing 15-inch to 42-inch diameter gravity sewer will be upsized to 30-inch to 48-inch diameter pipe to provide sewer capacity for future development in the Gwinnett Place Mall area.


References checked? Yes X No

## FINANCIAL

1. Estimated amount to be spent: \$9,536,145.00
2. Projected amount to be spent previous contract period: N/A
3. Do total obligations agree with "Action Requested"? Yes X No
4. Budgeted: Yes X No      N/A
5. Grant Funded: Yes      No X
6. SPLOST Funded: Yes      No X
7. Contact name: Adam Garmon Contact phone: 678-376-7181 *AG*





<b>Project Information</b>	<b>Project Name:</b> Gwinnett Place Sewer Phase 2	 Date: 1/16/2026
	<b>Project Number:</b> F01622.1	
	<b>Commission District:</b> 1 - Carden	

# Gwinnett County Board of Commissioners Agenda Request

<b>GCID #</b>	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Renewals
20260122				
Department:	Water Resources		Date Submitted:	01/12/2026
Working Session:	02/03/2026	Business Session:	02/03/2026	Public Hearing:
Submitted By:	Purchasing – Katie Maldonado – BB		Multiple Depts?	No
Agenda Type	Award			
Item of Business:		Locked by Purchasing		
		No		
BL010-26, Suwanee Creek Diversion Pump Station improvement project, to Lakeshore Engineering, LLC, amount not to exceed \$20,523,750.00.				
Attachments	Summary Sheet, Justification Letter, Tabulation, Justification Support			
Authorization:	Chairwoman's Signature?	Yes		
Staff Recommendation	Award			
BAC Action:	Water and Sewerage Authority Approved on January 26, 2026, Vote 4-0.			
Department Head	rmshelton (1/13/2026)			
Attorney	nlwood (1/30/2026)			
Agenda Purpose Only				

## Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	Water & Sewer R&E	*	\$20,523,750	brainey (1/29/2026)
Finance Comments	*Upon approval, adjust appropriations and revenue as necessary in Suwannee Creek Diversion Pump Station and Admin / Revenues - Fund 504 projects. For FY2026, \$3,646,162 is allocated. For FY2027-28, \$16,877,588 is subject to budget approval.			FinDir's Initials
				raroyal (1/29/2026)

☒ Budget Adjust      ☒ Grand Jury

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

**SUMMARY – BL010-26**  
**Suwanee Creek Diversion Pump Station Improvement Project**

<b>PURPOSE:</b>	This project will include major repairs and operational improvements for the Suwanee Creek Diversion Pump Station. These improvements include recoating the wet well and grinder chamber, installing a new surge tank, improving the diversion chamber, upgrading the station's electrical system, and replacing the existing pumps, which have had significant issues, with six new pumps. When completed, the pump station's performance and reliability will improve and there will be a modest increase in capacity.
<b>LOCATION:</b>	District 1/Carden
<b>AMOUNT TO BE SPENT:</b>	\$20,523,750.00
<b>PREVIOUS CONTRACT AWARD AMOUNT:</b>	N/A
<b>AMOUNT SPENT PREVIOUS CONTRACT:</b>	N/A
<b>UNIT PRICE INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):</b>	N/A
<b>NUMBER OF BIDS/PROPOSALS DISTRIBUTED:</b>	1,627 52 plan holders 167 website viewings
<b>NUMBER OF RESPONSES:</b>	2 8 no bids
<b>PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) IF YES, NUMBER OF FIRMS REPRESENTED:</b>	Yes 11
<b>REASONS FOR LIMITED RESPONSE (IF RELEVANT):</b>	Limited response was due to vendors not having the time required to provide services within the timeframe specified and/or inability to meet requirements of the bid.
<b>RENEWAL OPTION NUMBER:</b>	N/A
<b>MARKET PRICES COMPARISON (FOR RENEWALS):</b>	N/A
<b>CONTRACT TERM:</b>	760 consecutive calendar days from issuance of Notice to Proceed

COMMENTS:



## MEMORANDUM

TO: Brittany Bryant  
Purchasing Associate III, Department of Financial Services

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

FROM: Kristopher Campbell, PE *KC*  
Deputy Director, Department of Water Resources

SUBJECT: Recommendation to Award BL010-26  
Suwanee Creek Diversion Pump Station Improvement Project  
Project Number: F01469.1  
District 1/Kirkland Carden

DATE: December 17, 2025

## REQUESTED ACTION

The Department of Water Resources recommends award of the above referenced contract with Lakeshore Engineering LLC in the amount of \$20,523,750.00.

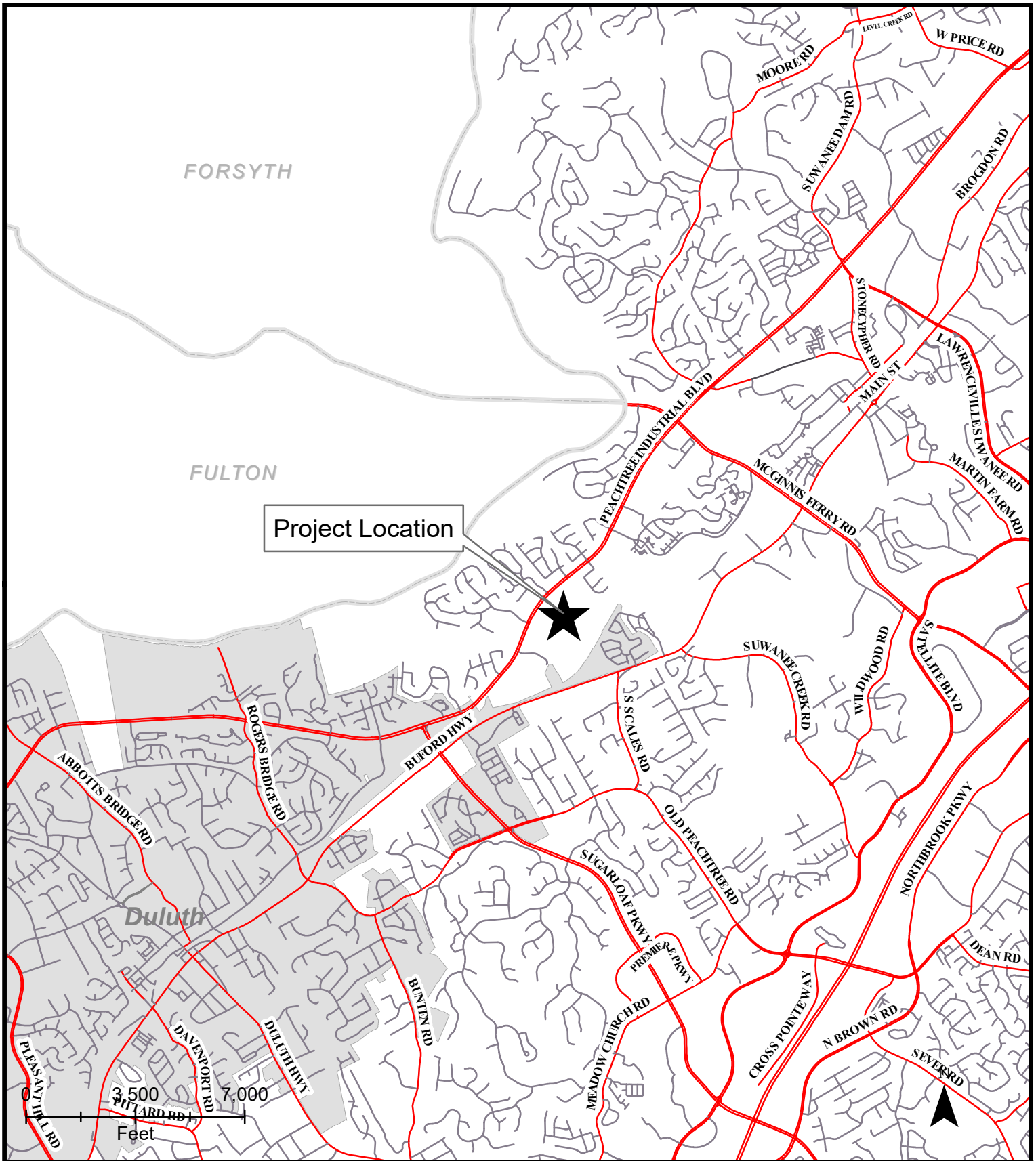
## DESCRIPTION

This project will include major repairs and operational improvements for the Suwanee Creek Diversion Pump Station. These improvements include recoating the wet well and grinder chamber, installing a new surge tank, improving the diversion chamber, upgrading the station's electrical system, and replacing the existing pumps, which have had significant issues, with six new pumps. When completed, the pump station's performance and reliability will improve and there will be a modest increase in capacity.

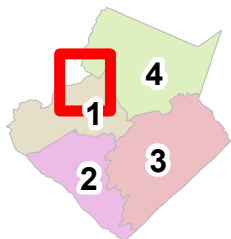
References checked?   X   Yes        No

## FINANCIAL

1. Estimated amount to be spent: \$20,523,750.00
2. Do total obligations agree with "Action Requested"? Yes   X   No
3. Budgeted: Yes   X   No        N/A
4. Grant Funded: Yes        No   X
5. SPLOST Funded: Yes        No   X
6. Contact name: Adam Garmon Contact phone: 678-376-7181 *AG*



Location



**Project Name:** Suwanee Creek Diversion Pump Station Improvement Project

**Project Number:** F01469.01

**Commission District:** 1 - Carden





**Project Name:** Suwanee Creek Diversion Pump Station Improvement Project

**Project Number:** F01469.01

**Commission District:** 1 - Carden



Date: 12/16/2025

# Gwinnett County Board of Commissioners Agenda Request

<b>GCID #</b>	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Renewals
20260133				
Department:	Water Resources		Date Submitted:	01/13/2026
Working Session:	02/03/2026	Business Session:	02/03/2026	Public Hearing:
Submitted By:	Purchasing – Katie Maldonado – JM		Multiple Depts?	No
Agenda Type	Award			
Item of Business:		Locked by Purchasing <span style="border: 1px solid black; padding: 2px;">No</span>		
BL014-26, provision of locating services on a multi-year contract, to Sparus Utility Services, LLC dba One Vision Utility Services. The initial term of this contract shall be March 1, 2026 through December 31, 2026, amount not to exceed \$1,745,850.00. This contract may be automatically renewed on an annual basis for a total lifetime contract term of five (5) years, total amount not to exceed \$10,553,430.00.				
Attachments	Summary Sheet, Justification Letter, Tabulation			
Authorization:	Chairwoman's Signature?	<span style="border: 1px solid black; padding: 2px;">No</span>		
Staff Recommendation	Award			
BAC Action:	Water and Sewerage Authority Approved on January 26, 2026, Vote 5-0.			
Department Head	rmshelton (1/14/2026)			
Attorney	nlwood (1/26/2026)			
Agenda Purpose Only				

## Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	Water & Sewer Op	*	\$10,553,430	brainey (1/26/2026)
Finance Comments	*The current balance in Professional Service Costs is checked as services are provided. For FY2026, \$1,745,850 is allocated. For FY2027-30, \$8,807,580 is subject to budget approval.			FinDir's Initials
				raroyal (1/26/2026)

☐ Budget Adjust      ☐ Grand Jury

County Clerk Use Only			PH was Held? <input type="checkbox"/>
Working Session: <span style="border: 1px solid black; display: inline-block; width: 150px; height: 20px;"></span>  Action: <span style="border: 1px solid black; display: inline-block; width: 150px; height: 20px;"></span> Tabled: <span style="border: 1px solid black; display: inline-block; width: 150px; height: 20px;"></span> Motion: <span style="border: 1px solid black; display: inline-block; width: 150px; height: 20px;"></span> 2nd by: <span style="border: 1px solid black; display: inline-block; width: 150px; height: 20px;"></span>	Vote	<div style="border: 1px solid black; padding: 10px; min-height: 100px;">           No Action Taken         </div>	

**SUMMARY – BL014-26**  
**Provision of Locating Services on a Multi-Year Contract**

<b>PURPOSE:</b>	This contract ensures compliance with Public Service Commission's enforcement of the Georgia Utility Facility Protection Act. This contract provides 24-hour, 7 day per week utility locating services for Departments of Water Resources, Transportation, and Information and Technology. The contractor determines the correct response to each ticket and, when required, locates and marks each water, sewer, and fiber utility.
<b>LOCATION:</b>	Various locations throughout Gwinnett County
<b>AMOUNT TO BE SPENT:</b>	\$1,745,850.00 (initial term) \$10,553,430.00 (full term)
<b>PREVIOUS CONTRACT AWARD AMOUNT:</b>	\$1,350,875.34
<b>AMOUNT SPENT PREVIOUS CONTRACT:</b>	\$1,411,182.21
<b>UNIT PRICE INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):</b>	61.4% increase
<b>NUMBER OF BIDS/PROPOSALS DISTRIBUTED:</b>	225 112 website viewings
<b>NUMBER OF RESPONSES:</b>	5
<b>PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) IF YES, NUMBER OF FIRMS REPRESENTED:</b>	Yes 7
<b>REASONS FOR LIMITED RESPONSE (IF RELEVANT):</b>	N/A
<b>RENEWAL OPTION NUMBER:</b>	N/A
<b>MARKET PRICES COMPARISON (FOR RENEWALS):</b>	N/A
<b>CONTRACT TERM:</b>	Initial term: March 1, 2026 through December 31, 2026 Full term: March 1, 2026 through December 31, 2030

COMMENTS:



## MEMORANDUM

TO: Jordan Mitchell  
Purchasing Associate II

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

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

SUBJECT: Recommendation to Award BL014-26  
Provision of Locating Services on a Multi-Year Contract

DATE: December 31, 2025

## REQUESTED ACTION

The Department of Water Resources recommends award of the above referenced contract to Sparus Utility Services, LLC dba One Vision Utility Services, amount not to exceed \$10,553,430.00.

## DESCRIPTION

This contract provides 24-hour, 7 day per week utility locating services for Departments of Water Resources, Transportation and Information Technology in compliance with the Public Service Commission's enforcement of the Georgia Utility Facility Protection Act. The contractor determines the correct response to each ticket and, when required, locates and marks each water, sewer, and fiber utility. If a utility is mismarked or not located, the contractor is responsible for utility repair cost and late fees, damage fees, and fines imposed by the Public Service Commission.

References checked?   X   Yes        No

## FINANCIAL

- Estimated amount to be spent: \$1,745,850.00 (Initial Contract Term)  
\$10,553,430.00 (Full Contract Term)
- Projected amount to be spent previous contract period: \$1,411,182.21 (2/14/2025 – 2/28/2026)
- Do total obligations agree with "Action Requested"? Yes   X   No
- Budgeted: Yes   X   No
- Grant Funded: Yes        No   X
- SPLOST Funded: Yes        No   X
- Contact name: Adam Garmon Contact phone: (678)376-7181 *AG*

# Gwinnett County Board of Commissioners Agenda Request

<b>GCID #</b>	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Renewals
20260103				
Department:	Water Resources		Date Submitted:	01/08/2026
Working Session:	02/03/2026	Business Session:	02/03/2026	Public Hearing:
Submitted By:	Johanna Costley		Multiple Depts?	
Agenda Type	Approval/authorization			
Item of Business:		Locked by Purchasing		No
<p>for the Chairwoman to execute an Intergovernmental Agreement between Gwinnett County, the Gwinnett County Water and Sewerage Authority, and the City of Gainesville to outline the responsibilities of the parties as it pertains to emergency water usage connections.</p>				
Attachments	Justification Memo, Contract, Map			
Authorization:	Chairwoman's Signature?	Yes		
Staff Recommendation	Approval			
BAC Action:	Water and Sewerage Authority Approved on January 26, 2026, Vote 5-0.			
Department Head	rmshelton (1/12/2026)			
Attorney	nlwood (1/26/2026)			
Agenda Purpose Only				

## Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
	N/A	*	N/A	brainey (1/23/2026)
Finance Comments	*No budget impact.			FinDir's Initials
				raroyal (1/23/2026)

☐ Budget Adjust      ☐ Grand Jury

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



## MEMORANDUM

TO: Chairwoman  
District Commissioners

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

FROM: Lisa Willis, PE *lmw*  
Assistant Director, Department of Water Resources

SUBJECT: Approval/Authorization to Execute an Intergovernmental Agreement with the City of Gainesville

DATE: December 16, 2025

## REQUESTED ACTION

The Department of Water Resources requests approval/authorization for the Chairwoman to execute an Intergovernmental Agreement between Gwinnett County, the Gwinnett County Water and Sewerage Authority, and the City of Gainesville to outline the responsibilities of the parties as it pertains to emergency water usage connections.

## DESCRIPTION

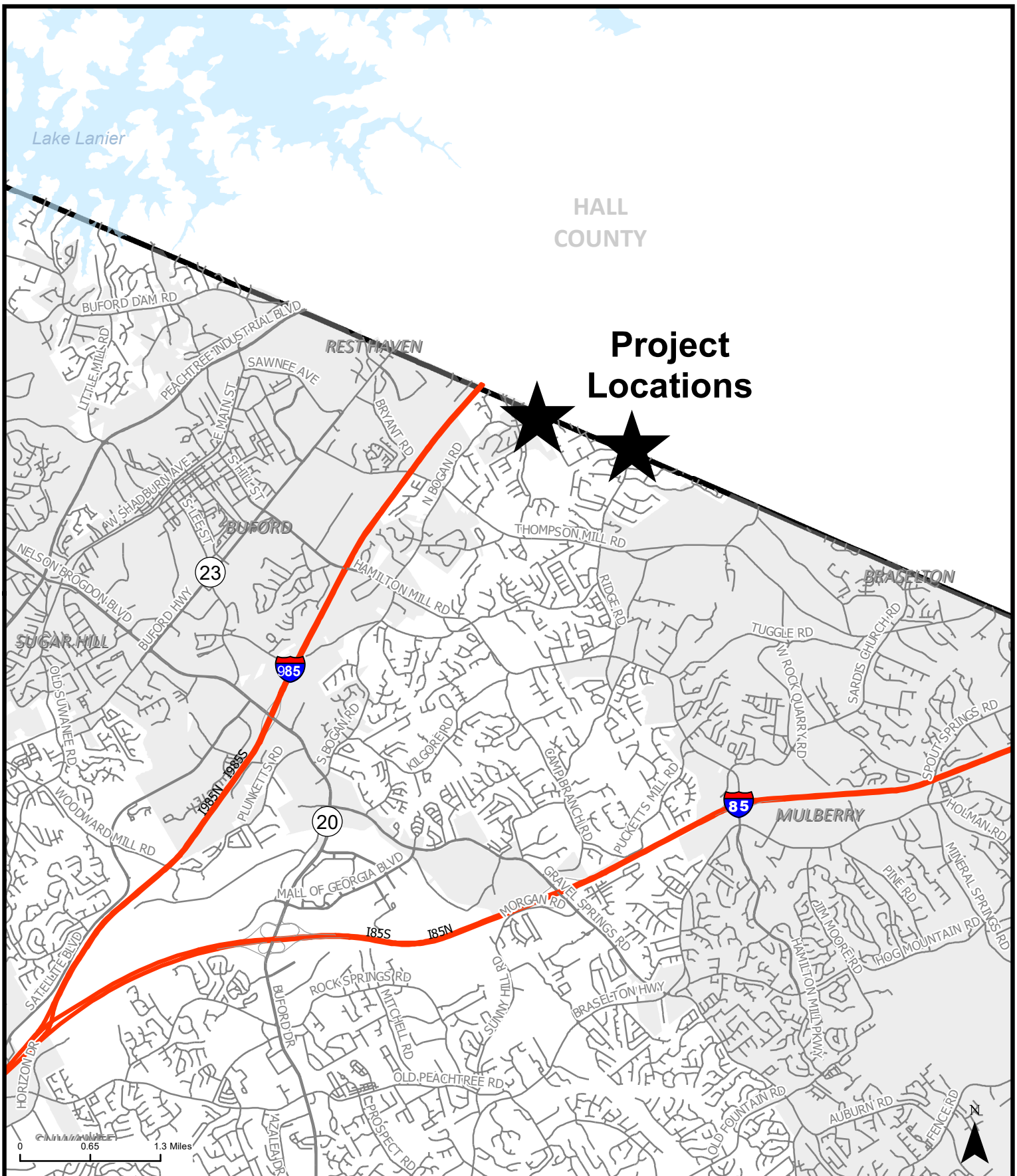
In 1999, connections between the City of Gainesville and Gwinnett County water systems were constructed for Gwinnett County to provide emergency water to the City of Gainesville. The City of Gainesville desires to continue to partner with Gwinnett County for an interconnection of water systems and for Gwinnett County to sell water to the city on an emergency basis. The Metro North Georgia Water Planning District recommends that municipalities have a secondary water connection for emergency situations. This agreement will replace a water interconnection agreement between the county and city that expired in July 2025.

Under this agreement, Gwinnett County's responsibilities are as follows:

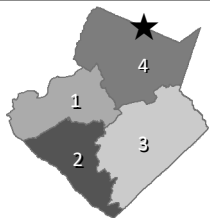
- Sell water to Gainesville on an emergency basis only if Gwinnett's regulatory permits and ability to serve its regular customers are not impacted.

The City of Gainesville's responsibilities are as follows:

- Communicate to Gwinnett by phone or email prior to usage and then in writing within seven (7) days.
- Operate and maintain two water meters for the interconnection.
- Pay to Gwinnett the current base water rate for emergency usage.
- Sell water to Gwinnett County on an emergency basis in the future should it be needed.



Location

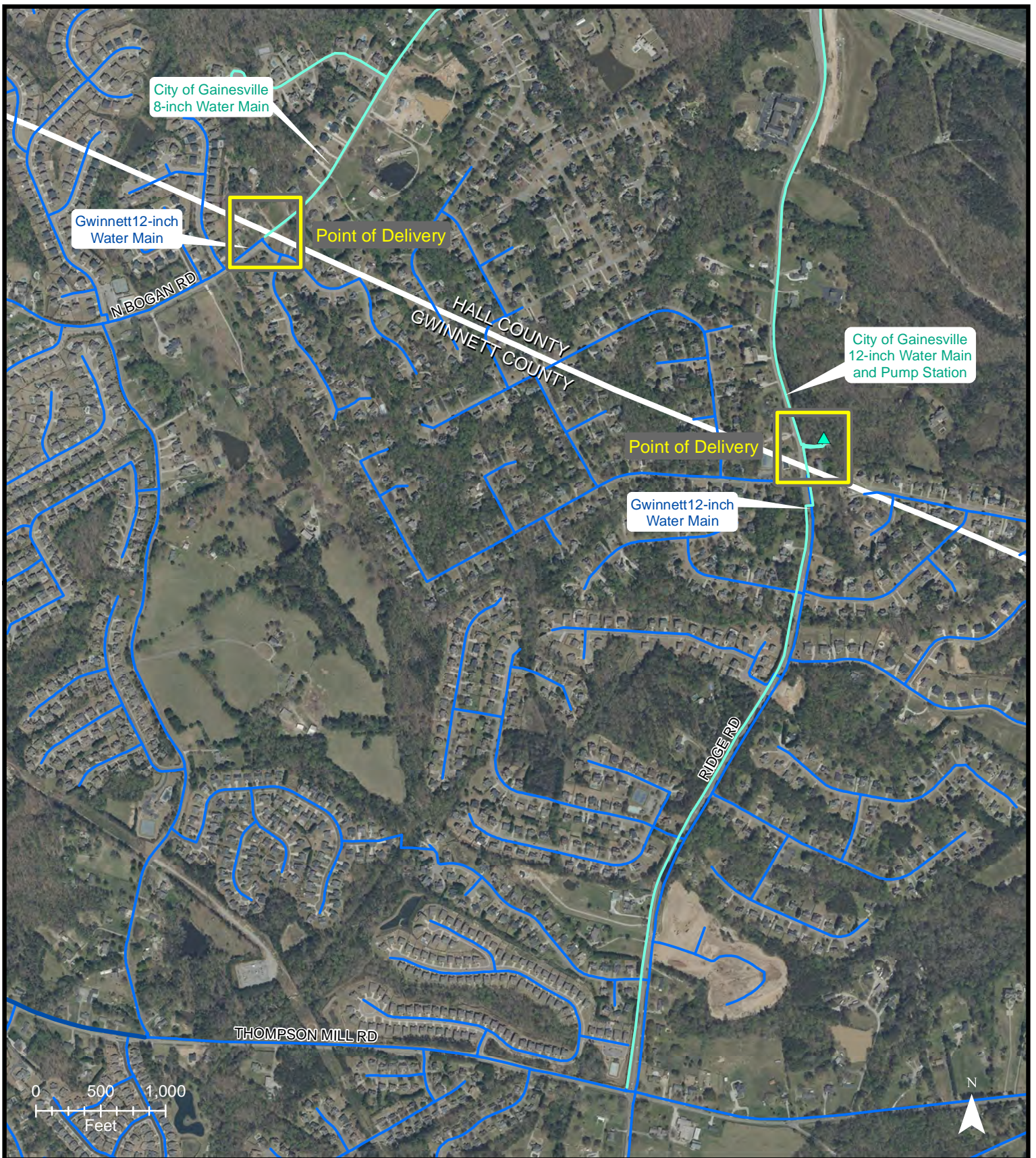


**Project Name:** Intergovernmental Agreement with the City of Gainesville  
for Emergency Water Usage

**Commission District:** 4 - Matthew Holtkamp




Date: 12/15/2025



Project  
Information

**Project Name:** Intergovernmental Agreement with the City of Gainesville  
for Emergency Water Usage

**Commission District:** 4 - Matthew Holtkamp



Date: 12/19/2025

*After recording return to:  
Gwinnett County Law Department*

**EMERGENCY WATER USAGE AGREEMENT BETWEEN  
GWINNETT COUNTY, GWINNETT COUNTY WATER AND SEWERAGE  
AUTHORITY, AND THE CITY OF GAINESVILLE**

STATE OF GEORGIA  
CITY OF GAINESVILLE  
COUNTY OF GWINNETT

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter, the "Agreement"), is made and entered into on the \_\_\_\_ day of \_\_\_\_\_, 2026, by and between GWINNETT COUNTY, GEORGIA, a body corporate and politic and a political subdivision of the State of Georgia, acting by and through its duly elected Governing Authority, (hereinafter referred to as "Gwinnett County"), the GWINNETT COUNTY WATER AND SEWERAGE AUTHORITY, a body corporate and politic and a political subdivision of the State of Georgia, acting by and through its duly appointed Governing Authority, (hereinafter referred to as the "WSA"), and the CITY OF GAINESVILLE, GEORGIA, a municipal corporation of the State of Georgia, acting by and through its duly elected Mayor and Council (hereinafter referred to as "GAINESVILLE"). Gwinnett County and the WSA are collectively referred to as "GWINNETT". Gwinnett County, the WSA and GAINESVILLE are collectively referred to as the "PARTIES" or individually as the "PARTY".

**RECITALS:**

WHEREAS, GWINNETT and GAINESVILLE each owns and operates a public water system serving its residents; and

WHEREAS, GWINNETT and GAINESVILLE each are participants in the Metropolitan North Georgia Water Planning District which encourages water system interconnections to improve water system reliability and efficiency within the District; and

WHEREAS, in 1999 a metered water system interconnection was established connecting GAINESVILLE's and GWINNETT's water systems; and

WHEREAS, GWINNETT is willing, within its ability, for the periods of time and under the terms and conditions as hereinafter set forth, to provide GAINESVILLE with water for distribution in its system in order to meet GAINESVILLE's temporary water requirements during an emergency shortage; and

WHEREAS, the emergency water usage connection is intended for emergency use only and shall not be used to support increased demand for residential and commercial growth, or for routine daily operation of the Gainesville water distribution system; and

WHEREAS, a pledge of mutual support for the provision of potable water during emergency conditions benefits the water customers of both systems; and

WHEREAS, the PARTIES are authorized, pursuant to the provisions of Article IX, Section III, Paragraph I of the Constitution of the State of Georgia, to enter into this Agreement; and

NOW, THEREFORE, in consideration of the premises and the mutual undertaking as hereinafter set out, it is mutually agreed by and between GAINESVILLE and GWINNETT, each acting by and through their duly authorized officials and governing authorities, pursuant to resolutions duly, legally and properly adopted all as same appear of record on the official minutes of each as follow.

#### 1. TERM OF AGREEMENT

This Agreement shall be in effect on the date of execution as shown above and shall continue in effect for twenty-five (25) years.

#### 2. INTERCONNECTION AND METERING

GAINESVILLE shall continue to maintain its water meter at the existing point of delivery on the GWINNETT County line at its sole expense, located at 3496 North Bogan Road. GAINESVILLE shall continue to maintain its pumping station and water meter at the existing point of delivery near the Gwinnett County line at its sole expense, located at 4111 Ridge Road, Flowery Branch, Georgia. The locations of said water meters are depicted and referenced in Exhibit "A" attached hereto. GWINNETT shall have the right at all reasonable times, in coordination with GAINESVILLE to inspect GAINESVILLE's water meters and to conduct such tests as may be appropriate so as to assure the meters are accurately measuring the water delivered. GWINNETT shall have the right to have its representative read said meters if it so desires and GAINESVILLE may have a representative available in order that said meters may be jointly read. It is expressly provided, however, GWINNETT and GAINESVILLE shall have the right to read said meters at such other time or times as may be mutually agreeable. Should the representative of

GAINESVILLE fail or refuse to appear, without reasonable cause, at the time agreed upon, then GWINNETT's representative may read such meters and the reading so made shall be final, conclusive and binding upon GAINESVILLE. In the event it should appear during any month that any said meter(s) has failed to accurately measure the water passing through the same, then and in that event the amount of water delivered by GWINNETT to GAINESVILLE during such period shall be computed by the most accurate method possible, taking into consideration the average daily amount delivered as shown by such meters when properly functioning, and the total use of water by GAINESVILLE during such period as determined by the individual retail meters of GAINESVILLE less the amount processed by GAINESVILLE's own water system. However, in any event, GAINESVILLE shall be obligated to have any malfunctioning meter repaired or replaced promptly, and in no event more than thirty (30) days after notice of any malfunction. All usage downstream of the meters shall be charged. It is the receiving entity's responsibility to maintain and read its own meters to monitor for leakage or other usage at a frequency which may be greater than that of the sending entity. GWINNETT has the right to test the meters, perform maintenance if needed, and bill GAINESVILLE the reasonable actual cost for any work performed, in the event that GAINESVILLE fails to repair and/or replace said meters within thirty (30) days after notice of malfunction. In the future, should GWINNETT wish to develop an interconnection for the purpose of purchasing water from GAINESVILLE, then at that time GWINNETT may purchase, install, and maintain a water meter at the appropriate point of delivery on the Gwinnett County line at its sole expense. All plans and specifications for the selection and installation of the water meter shall be subject to the approval of GAINESVILLE. GAINESVILLE shall have the right at all reasonable times to inspect said water meter and to conduct such tests as may be appropriate so as to assure each meter is accurately measuring the water delivered. GAINESVILLE may have the right to have its representative read said meter if it so desires and GWINNETT may have a representative available in order that said meter may be jointly read. It is expressly provided, however, GAINESVILLE and GWINNETT shall have the right to read said meter at such other time or times as may be mutually agreeable. Should the representative of GWINNETT fail or refuse to appear, without reasonable cause, at the time agreed upon, GAINESVILLE's representative may read such meter and the reading so made shall be final, conclusive and binding upon GWINNETT. In the event it should appear during any month that said meter has failed to accurately measure the water passing through the same, then and in that event the amount of water delivered by GAINESVILLE to GWINNETT during such period shall be computed by the most accurate method possible, taking into consideration the average daily amount delivered as shown by such meter when properly functioning, and the total use of water by GWINNETT during such period as determined by the individual retail meters of GWINNETT less the amount processed by GWINNETT'S own water system. However, in any event, GWINNETT shall be obligated to have any malfunctioning meter repaired or preplaced promptly, and in no event more than thirty (30) days after notice of any malfunction. GAINESVILLE has the right to test the meters, perform maintenance if needed, and bill GWINNETT the

reasonable actual cost for any work performed, in the event that GWINNETT fails to repair and/or replace said meters within thirty (30) days after notice of malfunction.

### 3. CROSS CONNECTION CONTROL

GAINESVILLE and GWINNETT shall implement the appropriate backflow prevention measures within their jurisdiction to reasonably prevent contamination of the other jurisdiction's water supply. This requirement shall include a backflow prevention device at the point of delivery, which is designed and installed in accordance with the standards and specifications of the jurisdiction delivering the water. The backflow prevention device shall be inspected and tested on an annual basis, or as defined by Federal, State, or Local regulations, whichever is more frequent. Annual test results will be made available to the other jurisdiction, upon written request.

### 4. NORMAL MAINTENANCE USAGE

It is expected a minimal amount of water will flow through the meters on a periodic, planned basis to maintain, test, calibrate or otherwise exercise the meter, interconnection valves, backflow prevention devices, booster pumps, and other appurtenances. The interconnection will not otherwise be used except during emergencies declared in accordance with the procedures set herein. Both parties intend normal maintenance usage to be less than 100,000 gallons per year.

### 5. EMERGENCY USAGE AND NOTIFICATION

The Director of each water system, or his or her designee in the case of absence, is hereby delegated the authority, at his or her discretion depending upon their water system needs, to open or allow to be opened the emergency interconnection upon request by the Director or designee of the receiving jurisdiction water system.

Both parties agree, in an emergency, usage by the receiving jurisdiction shall be restrained to the minimum amount necessary. Non-emergency use of water shall be prohibited.

For the purposes of this agreement the PARTIES agree that emergency water usage shall be defined by and be consistent with guidance from the Metro North Georgia Water Planning District and other federal agencies as: usage for the mitigation of drought conditions, disasters, and the destruction or impairment of water infrastructure. Any usage shall be to support critical facilities, public safety and fire flow, and requirements per capita for basic drinking water, food, and sanitation for the receiving entity.

Emergency water usage by either party, at a minimum, must be communicated to the Director of each water system, or their designee, via phone or email prior to usage and then in writing within seven (7) days of each occurrence. If timely written notice is not

received or water is consumed for a prohibited non-emergency reason, all usage will be considered non-emergency and will be charged the non-emergency rate outlined in section 6 herein.

In the event that emergency use of water by GAINESVILLE, when combined with use of water by Gwinnett County customers, would result in water demand in excess of GWINNETT's water withdrawal or water plant operating permit limits or would otherwise impact GWINNETT's ability to serve its regular customers, GWINNETT may unilaterally suspend GAINESVILLE's ability to receive water under this Agreement immediately. GWINNETT shall provide GAINESVILLE written notice that emergency water usage may resume when there is sufficient water supply available.

## 6. RATE

All flow through the meter(s), including normal maintenance usage, leakage, and emergency usage, shall be billable. There will be no minimum demand monthly charge by either system upon the other. Charges will only be applied based upon actual usage as indicated by meter reading change.

GAINESVILLE agrees to pay within thirty (30) days of monthly billing by GWINNETT for all water used based on the following tier rate structure based on usage:

<b>Gallons per day (gpd)</b>	<b>per 1,000 gallons</b>
Emergency and normal maintenance usage	Current Gwinnett County base water rate
Non-emergency usage	Two times the current Gwinnett County base water rate

In the future, if GWINNETT develops an interconnection for the purpose of purchasing water from GAINESVILLE, GWINNETT agrees to pay the appropriate "outside city limits" rate based on usage, but shall not exceed the highest block volumetric rate charged to any other entity.

## 7. PAYMENT

Payment shall be made within thirty (30) days of billing for all water used. The party using the water (hereinafter "the User") agrees to pay, within thirty (30) days of billing by the providing party (hereinafter "the Provider") for all water flows provided based on the rates outlined in this Agreement. Should the User fail to pay the amount of the bill for any water usage, meter maintenance, and/ or for installation of a flow control device within the period herein provided, then the Provider shall have the right to charge a late fee, up to 10 percent monthly, which shall be added to each bill. In the event of nonpayment, the Provider reserves the right to cease delivering water to the User, provided thirty (30) days'

notice of intent to do so is given to the User and the User fails to make payment of all past due amounts, including any late fee, within such thirty (30) day period.

The obligation of the User to pay for water delivered under this Agreement shall never be construed to be a debt of the User requiring it to levy and collect a tax to discharge the same, but shall be an operating charge of its water and sewerage system ranking equally to charges for salaries, wages, and other operating expenses of such system. The User covenants at all times to establish, maintain, prescribe and collect fees, tolls, and charges for water and sewerage facilities furnished its customers sufficient to provide funds for the payment of all obligations of the User under this Agreement.

#### 8. SERVICE FAILURES

Gwinnett County agrees to operate GWINNETT's water system in a reasonable and customary manner and to take all reasonable steps to restore water service should interruptions occur. Should interruptions or service failures of any kind occur, to the extent permitted by law, GAINESVILLE waives any action at law or equity it may have against GWINNETT, other than for specific performance for the enforcement of this Agreement.

#### 9. FLOW CONTROL DEVICES

GWINNETT shall have the right to require GAINESVILLE to install a suitable flow control device to limit the rate of flow from GWINNETT'S water system. Said device may be installed at GWINNETT'S sole discretion if hourly rates of flow to GAINESVILLE, in the reasonable opinion of the Director of GWINNETT'S water system, are excessive. GAINESVILLE agrees to install and pay for such device.

GAINESVILLE shall have the right to require GWINNETT to install a suitable flow control device to limit the rate of flow from GAINESVILLE'S water system. Said device may be installed at GAINESVILLE sole discretion if hourly rates of flow to GWINNETT, in the reasonable opinion of the Director of GAINESVILLE's water system, are excessive. GWINNETT agrees to install and pay for such device.

#### 10. RULES AND REGULATIONS

GAINESVILLE and GWINNETT each are active participants in the Metropolitan North Georgia Water Planning District (hereinafter referred to as "DISTRICT"), which encourages water system interconnections to improve water system reliability and efficiency within the DISTRICT. GAINESVILLE and GWINNETT agree to comply with rules and regulations required by the State of Georgia for local governmental entities within the DISTRICT.

GAINESVILLE agrees to comply with all rules and regulations which GWINNETT has now or may in the future impose on its water customers. Rules and regulations may include, but shall not be limited to such emergency measures as bans on outdoor water usage, irrigation, hydrant flushing, car washing and similar uses. This paragraph shall not apply when GAINESVILLE is not purchasing water from GWINNETT.

GWINNETT agrees to comply with all rules and regulations which THE CITY has now or may in the future impose on its water customers. Rules and regulations may include, but shall not be limited to such emergency measures as bans on outdoor water usage, irrigation, hydrant flushing, car washing and similar uses. This paragraph shall not apply when GWINNETT is not purchasing water from GAINESVILLE.

#### 11. FORCE MAJEURE

The term "force majeure" as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of a public enemy, orders of any kind of the Government of the United States or the State of Georgia or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery or pipe lines, partial or entire failure of water supply, and inability on the part of the Provider to deliver water hereunder, or the User to receive water hereunder, on account of any other causes not reasonably within the control of the party claiming such inability.

In case by reason for force majeure either party hereto shall be rendered unable wholly, or in part, to carry out its obligations under this Agreement, then if such party shall give notice and full particulars of such force majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period, and any such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

#### 12. SEVERABILITY

If any phrase, clause, sentence, paragraph, or section of this contract shall be held invalid or unconstitutional by any court of competent jurisdiction of this State or of the United States, such adjudication shall in nowise affect any of the remaining provisions hereof, all of which shall remain in full force and effect.

### 13. WAIVER

A failure to initiate action as to any breach shall not be deemed as a waiver of that right of action and all such rights of action shall be cumulative.

### 14. ASSIGNMENT

No assignment of this Agreement shall be permitted without the approval of the PARTIES.

### 15. EXCLUSIVE AGREEMENT

Upon the execution of this Agreement by the PARTIES hereto, any and all other agreements or contracts heretofore entered into by and between GAINESVILLE and GWINNETT pertaining to the sale and supply of water from either GAINESVILLE or GWINNETT'S water and sewerage system shall become and shall be null and void and of no force and effect.

### 16. DISPUTE RESOLUTION

If any disagreement shall arise with reference to the construction of any of the terms or provisions of this Agreement, or with reference to any matter connected with same, such disagreement or dispute shall be submitted to mediation by a mediator appointed as provided herein prior to either party filing suit. GWINNETT shall provide a list of three (3) individuals as the proposed mediator. Each person suggested by GWINNETT shall be a professional with not less than ten (10) years' experience in water production and distribution. GAINESVILLE shall select one (1) of those individuals from the list proposed by GWINNETT. If GAINESVILLE refuses to select a mediator from the list proposed by GWINNETT, the PARTIES may petition the Gwinnett Superior Court to appoint a mediator. Mediation as required herein shall not affect the legal rights and remedies of the PARTIES.

### 17. GOVERNING LAW

Each and every provision of this Agreement shall be construed in accordance with and governed by Georgia law. The PARTIES acknowledge that this Agreement is executed in Gwinnett County, Georgia and each party hereby consents to the Gwinnett Superior Court's sole jurisdiction over any dispute which arises as a result of the execution or performance of this Agreement which is not otherwise resolved through mediation, and each party hereby waives any and all objections to venue in Gwinnett Superior Court.

## 18. TERMINATION

Any party may unilaterally terminate this Agreement, in whole or in part, for any reason whatsoever. The terminating party shall terminate by delivering to the other parties, upon at least ninety (90) days' notice, a Notice of Termination specifying the nature, extent, and effective date of termination.

## 19. NOTICE

- a) Any notice or documentation shall be sent to the City of Gainesville at:

Mayor  
City of Gainesville  
P.O. Box 2496  
Gainesville, Georgia 30503

With copy to:  
City of Gainesville Attorney  
200 E.E. Butler Parkway  
Gainesville, Georgia 30501

- b) Any notice or documentation shall be sent to Gwinnett County at:

Gwinnett County Administrator  
Gwinnett Justice and Administration Center  
75 Langley Drive  
Lawrenceville, Georgia 30046

With a copy to:  
Gwinnett County Attorney  
Gwinnett Justice and Administration Center  
75 Langley Drive  
Lawrenceville, Georgia 30046

- c) Any notice or documentation must be sent to the WSA at:

Chairman  
Gwinnett County Water and Sewerage Authority  
684 Winder Highway  
Lawrenceville, Georgia 30045

With a copy to:  
Director  
Department of Water Resources  
684 Winder Highway  
Lawrenceville, Georgia 30045

- d) Notice via email is acceptable only as an additional method of notice to either regular or certified mail.

IN WITNESS WHEREOF, the PARTIES hereto, acting by and through their duly authorized officials, have caused this Agreement to be executed in one or more counterparts, each to be considered as an original, by their authorized representative the day and date herein above written.

**CITY OF GAINESVILLE, GEORGIA**

By: \_\_\_\_\_

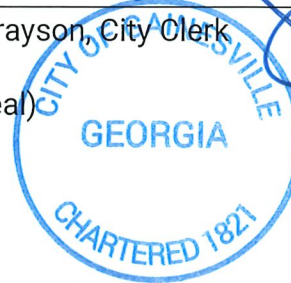
Zack Thompson, Mayor

Signed, sealed and delivered in the  
presence of:

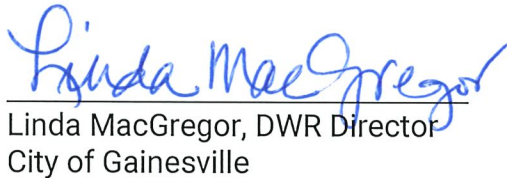
  
Unofficial witness

ATTEST:

  
Alisa Grayson, City Clerk  
(City Seal)



APPROVED AS TO SUBSTANCE:

  
Linda MacGregor, DWR Director  
City of Gainesville

APPROVED AS TO FORM:

  
Abbot S. Hayes, Jr., City Attorney  
City of Gainesville

**GWINNETT COUNTY, GEORGIA**

By: \_\_\_\_\_  
Nicole Love Hendrickson, Chairwoman

Signed, sealed and delivered in the  
presence of:

\_\_\_\_\_  
Unofficial witness

ATTEST:

\_\_\_\_\_  
County Clerk  
(County Seal)

APPROVED AS TO FORM:

\_\_\_\_\_  
County Attorney

**GWINNETT COUNTY WATER AND  
SEWERAGE AUTHORITY**

By: \_\_\_\_\_, Chairman

ATTEST:

, Secretary

Signed, sealed and delivered in the presence of:

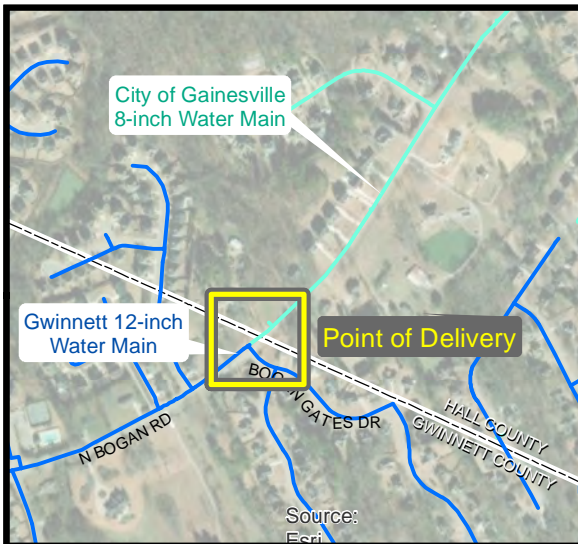
NOTARY:

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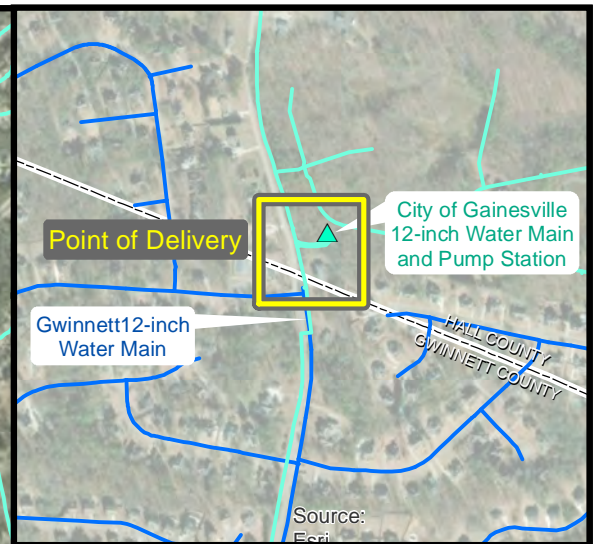
Unofficial witness

[Notarial seal]

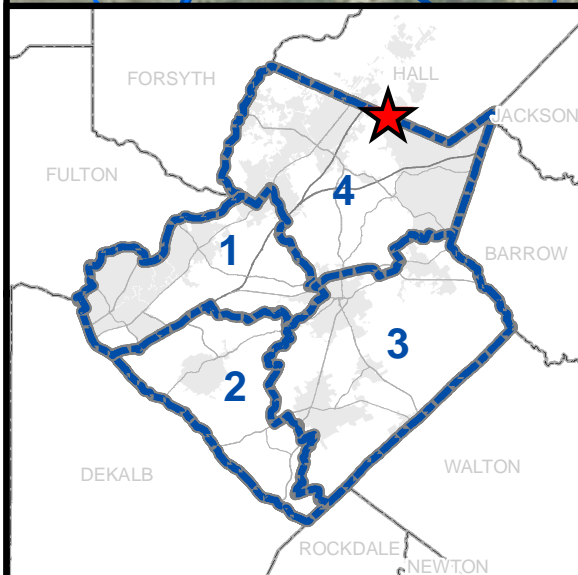
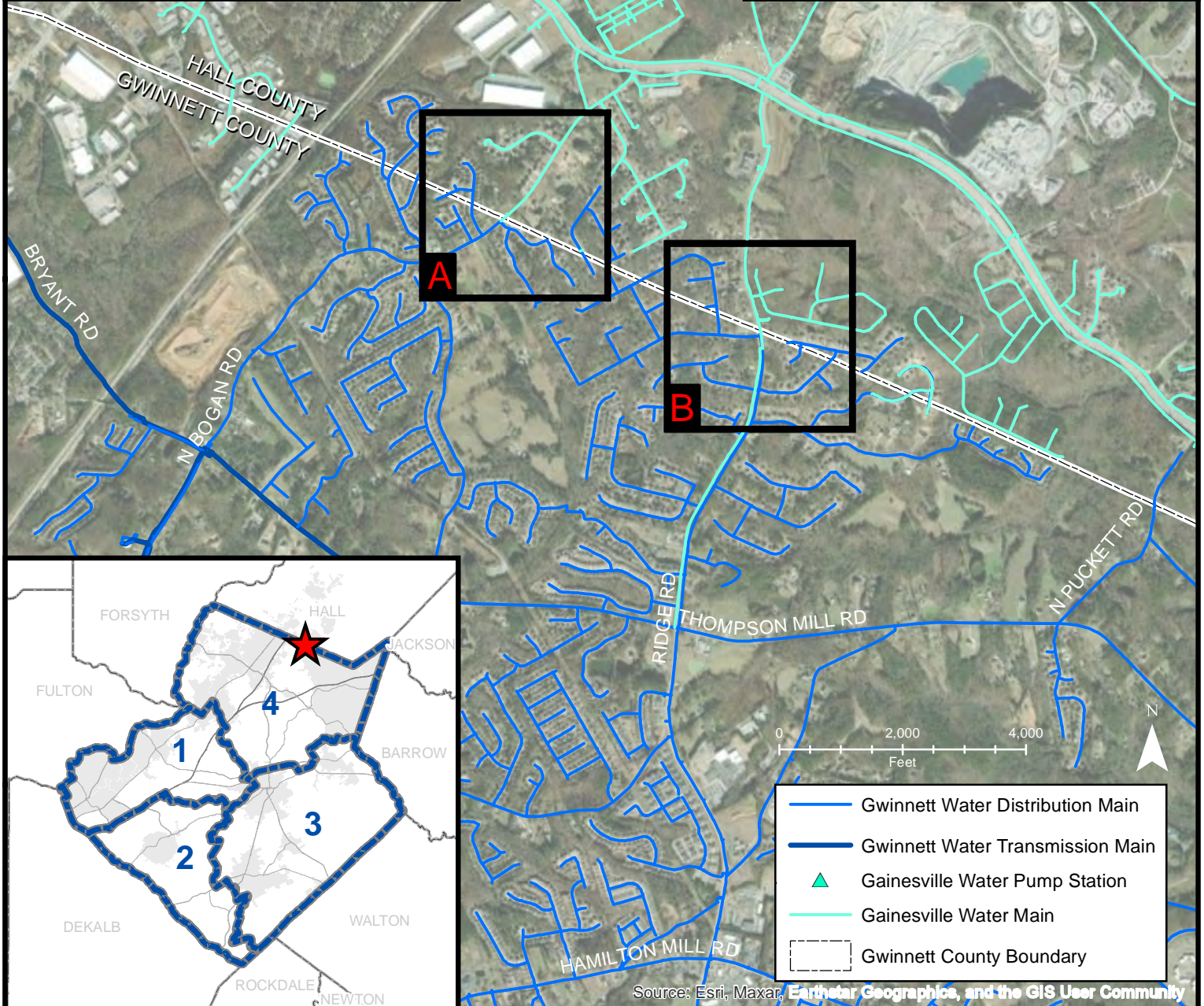
Approved as to Form



**A - Water Meter - 3496 North Bogan Rd.**



**B - Water Meter - 4111 Ridge Rd.**



**EXHIBIT A**  
**Gainesville Emergency Water Usage Agreement**

# Gwinnett County Board of Commissioners Agenda Request

<b>GCID #</b>	Group With GCID #:	<input type="checkbox"/> Grants	<input checked="" type="checkbox"/> Public Hearing	<input type="checkbox"/> Renewals
20260157				
Department:	Commissioners		Date Submitted:	01/16/2026
Working Session:	02/03/2026	Business Session:	02/03/2026	Public Hearing:
Submitted By:	tmking		Multiple Depts?	
Agenda Type	Approval/authorization			
Item of Business:			Locked by Purchasing	No
<p>of action to be taken as to the Findings and Opinion of the Gwinnett County Board of Ethics regarding the Ethics Complaint filed against Commissioner Matthew Holtkamp by Benjamin Culberson.</p>				
Attachments	Justification Support, Resolution			
Authorization:	Chairwoman's Signature?	Yes		
Staff Recommendation				
BAC Action:				
Department Head				
Attorney				
Agenda Purpose Only				

## Financial Action

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

☐ Budget Adjust      ☐ Grand Jury

County Clerk Use Only			PH was Held? <input type="checkbox"/>
Working Session		Vote	3-1; Hendrickson-Yes; Carden-Yes; Ku-Yes; Watkins-No; Holtkamp-Abstained
Action	Tabled		
Tabled	01/27/2026		
Motion	Ku		
2nd by	Carden		

**GWINNETT COUNTY ETHICS BOARD  
STATE OF GEORGIA**

Benjamin Culberson,	)	
	)	
Complainant,	)	<b>Ethics Board Proceedings</b>
	)	<b>Initiated Pursuant to Sec. 54- 37(a)</b>
v.	)	<b>of the Gwinnett County Code of</b>
	)	<b>Ethics</b>
	)	
Commissioner Matthew Holtkamp,	)	
	)	
Respondent.	)	

**OPINION OF THE GWINNETT COUNTY BOARD OF ETHICS**

The Gwinnett County Ethics Board, as empaneled on October 7, 2025 (the “Ethics Board”), held an evidentiary hearing in the matter of Benjamin Culberson v. Commissioner Matthew Holtkamp on January 13, 2026. Each of the Parties had an opportunity to provide an opening statement and present evidence, including witness testimony.

Commissioner Holtkamp moved to dismiss the complaint on the grounds that the Complaint is deficient on its face for failing to specifically identify which provision of the County Ethics Code was allegedly violated by Commissioner Holtkamp pursuant to Section 54-37(a)(1) of the Ethics Code. At the prehearing conference, the Board held deliberations on the Commissioner’s motion. The Board determined that the Complaint was likely insufficient on its face, but it would

proceed with the evidentiary hearing on the merits due to the Complainant's oral identification of Ethics Code Section 54-27(6) at the prehearing conference.

After opening and closing statements and the presentation of evidence, the Ethics Board held deliberations in an Executive Session. Based on the evidence presented, the Board finds the following:

- The bus in question is presumably owned by Gwinnett County.
- Commissioner Holtkamp did not request or permit the unauthorized use of the county-owned vehicles, equipment, property, or other resources for personal convenience, benefit, or profit, and he further did not use staff resources and time to further his individual goals or interests.
- Commissioner Holtkamp paid the full bus fare thus the Board concludes that his use was authorized. He used his own personal resources, including his personal email address and credit card to pay the bus fare. County resources were not used. There was no evidence introduced to allow the Board to conclude that his use was unauthorized.
- The bus did not deviate from its normal schedule or route as a result of Commissioner Holtkamp's presence.
- There were no County staff members present or onboard the bus except for the bus driver. Thus, no County staff resources or time were expended as a result of Commissioner Holtkamp's actions.
- The bus driver stepped off the bus of his own volition at a certain point in accordance with the regular bus schedule and was not present when the video was filmed.
- Complainant failed to identify any personal convenience or benefit derived from Holtkamp's use of the bus beyond what would be enjoyed by any ordinary citizen who would use the bus for transportation.

The Complainant argued that the Commissioner was required to pay an unspecified special fee in order to use the County bus for the video in question.

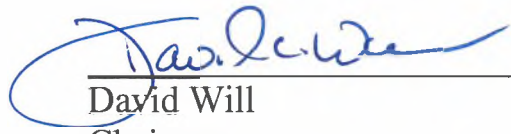
However, no specific County ordinance was identified in this regard, and the Board was unable to identify such a requirement.

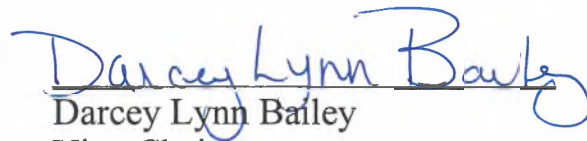
Accordingly, after careful consideration, the Ethics Board **SUSTAINS** Commissioner Holtkamp's motion to dismiss the complaint and, to the extent required by the Ethics Code, further does **NOT SUSTAIN** the unauthorized use charge under Section 54-27(6) against Commissioner Holtkamp. The Board hereby recommends that the Gwinnett County Board of Commissioners find that the Complaint against Commissioner Holtkamp be dismissed.

Additionally, the Ethics Board does not believe any further action with respect to Commissioner Holtkamp is warranted. The Ethics Board recommends to the Commission that the matter be closed and that no further action be taken.

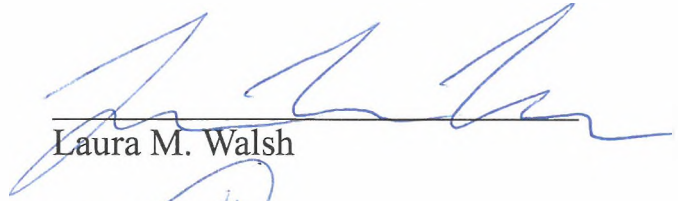
This day of January 13, 2026.

FOR THE ETHICS BOARD:

  
\_\_\_\_\_  
David Will  
Chairman

  
\_\_\_\_\_  
Darcey Lynn Bailey  
Vice-Chair

  
\_\_\_\_\_  
Graham (Gray) Brantley



---

Laura M. Walsh



---

Karen Scott Greene

# Gwinnett County Board of Commissioners Agenda Request

<b>GCID #</b>	Group With GCID #:	<input type="checkbox"/> Grants	<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Renewals
20260093				
Department:	Community Services		Date Submitted:	01/05/2026
Working Session:	02/03/2026	Business Session:	02/03/2026	Public Hearing:
Submitted By:	Purchasing – Katie Maldonado – JS		Multiple Depts?	No
Agenda Type	Award			
Item of Business:		Locked by Purchasing <span style="border: 1px solid black; padding: 2px;">No</span>		
RP033-25, provision of veterinary medical services on a multi-year contract, to A.W.A. Georgia, LLC. The initial term of this contract shall be February 19, 2026 through December 31, 2026, amount not to exceed \$840,000.00. This contract may be automatically renewed on an annual basis for a total lifetime contract term of five (5) years, total amount not to exceed \$4,370,100.00.				
Attachments	Summary Sheet, Justification Letter, Score Tabulation, Cost Tabulation			
Authorization:	Chairwoman's Signature?	<span style="border: 1px solid black; padding: 2px;">Yes</span>		
Staff Recommendation	Award			
BAC Action:				
Department Head	wjwest (1/6/2026)			
Attorney	abcauthen (1/15/2026)			
Agenda Purpose Only				

## Financial Action

Budgeted	Fund Name	Current Balance	Requested Allocation	Director's Initials
Yes	General	*	\$4,370,100	brainey (1/15/2026)
Finance Comments	*The current balance in Professional Service Costs is checked as services are provided. For FY2026, \$840,000 is allocated. For FY2027-30, \$3,530,100 is subject to budget approval.			FinDir's Initials
				raroyal (1/14/2026)

☐ Budget Adjust      ☐ Grand Jury

County Clerk Use Only			PH was Held? <input type="checkbox"/>
Working Session	<span style="border: 1px solid black; padding: 2px;">Discussion</span>	Vote	5-0; Hendrickson-Yes; Carden-Yes; Ku-Yes; Watkins-Yes; Holtkamp-Yes
Action	<span style="border: 1px solid black; padding: 2px;">Tabled</span>		
Tabled	<span style="border: 1px solid black; padding: 2px;">01/20/2026</span>		
Motion	<span style="border: 1px solid black; padding: 2px;">Ku</span>		
2nd by	<span style="border: 1px solid black; padding: 2px;">Carden</span>		

**SUMMARY – RP033-25**  
**Provision of Veterinary Medical Services on a Multi-Year Contract**

<b>PURPOSE:</b>	This contract provides for all-inclusive veterinary medical services for the Animal Welfare and Enforcement Division.
<b>LOCATION:</b>	Bill Atkinson Animal Welfare Center
<b>AMOUNT TO BE SPENT:</b>	\$840,000.00 (Initial Term) \$4,370,100.00 (Full Term)
<b>PREVIOUS CONTRACT AWARD AMOUNT:</b>	\$727,650.00*
<b>AMOUNT SPENT PREVIOUS CONTRACT:</b>	\$727,650.00*
<b>UNIT PRICE INCREASE/DECREASE (CURRENT CONTRACT VS. PREVIOUS CONTRACT):</b>	23.1% increase
<b>NUMBER OF BIDS/PROPOSALS DISTRIBUTED:</b>	263 31 website viewings
<b>NUMBER OF RESPONSES:</b>	1 1 no bid
<b>PRE-BID/PROPOSAL CONFERENCE HELD (YES/NO) IF YES, NUMBER OF FIRMS REPRESENTED:</b>	Yes 1
<b>REASONS FOR LIMITED RESPONSE (IF RELEVANT):</b>	There are a limited number of vendors who provide the services required by this contract.
<b>RENEWAL OPTION NUMBER:</b>	N/A
<b>MARKET PRICES COMPARISON (FOR RENEWALS):</b>	N/A
<b>CONTRACT TERM:</b>	February 19, 2026 through December 31, 2030

COMMENTS: \*RP039-22 was awarded as an annual contract. The amount shown for the previous contract term is the amount for the final year of the contract only.



## MEMORANDUM

TO: Jake Scarpone  
Purchasing Associate II

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

FROM: Mikhale Pogue *Mikhale Pogue*  
Program Coordinator

SUBJECT: Recommendation to Award: RP033-25, Provision of Veterinary Medical Services on a Multi-Year Contract

DATE: December 29, 2025

## REQUESTED ACTION

The Department of Community Services recommends the award of the above-referenced contract to A.W.A. Georgia LLC. The initial term of the contract shall be February 19, 2026 through December 31, 2026, in the amount of \$840,000.00. This contract may be renewed automatically on an annual basis for a total lifetime contract term of five (5) years, ending December 31, 2030, in the total amount of \$4,370,100.00.

## DESCRIPTION

This contract provides for all-inclusive veterinary medical services for the Animal Welfare and Enforcement division.

References checked? Yes   X   No       

## FINANCIAL

- Estimated amount to be spent: \$840,000.00 (Initial Contract Term)  
\$4,370,100.00 (Full Contract Term)
- Projected amount to be spent previous contract period: \$727,650.00
- Do total obligations agree with "Action Requested"? Yes   X   No
- Budgeted: Yes   X   No        N/A
- Grant Funded: Yes        No   X
- SPLOST Funded: Yes        No   X
- Contact name: Mikhale Pogue Contact phone: 770-822-8861