

The City of Snellville
2342 Oak Road
Snellville, Georgia 30078
(770) 985-3500 • FAX (770) 985-3525



AGENDA

WORK SESSION
OF MAYOR AND COUNCIL
CITY OF SNELLVILLE, GEORGIA
MONDAY, APRIL 27, 2026

Publication Date: April 23, 2026

TIME: 6:30 p.m.
DATE: April 27, 2026
PLACE: City Hall Conference Room 145

I. CALL TO ORDER

II. REVIEW REGULAR BUSINESS MEETING AND PUBLIC HEARING AGENDA ITEMS

III. REVIEW CORRESPONDENCE

IV. CITY ATTORNEY'S REPORT

V. DISCUSSION ITEMS

- a) Update of Ongoing Projects [Bender]
- b) Discussion About Affordable Housing [Carter]
- c) Snellville Youth Council – Unity Day Updates [Brown]

VI. EXECUTIVE SESSION

An Executive Session may be called:

- To discuss pending and/or potential litigation, settlement claims, administrative proceedings or other judicial actions, which is exempt from the Open Meetings Act pursuant to O.C.G.A. Section 50-14-2(1).
- To authorize negotiations to purchase, dispose of, or lease property; authorize the ordering of an appraisal related to the acquisition or disposal of real estate; enter into a contract to purchase, dispose of, or lease property subject to approval in a subsequent public vote; or enter into an option to purchase, dispose of, or lease real estate subject to approval in subsequent public vote, which is excluded from the Open Meetings Act pursuant to Section 50-14-3(b)(1)(C).
- Upon the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a public officer or employee, which is excluded pursuant to O.C.G.A. Section 50-14-3(b)(2).

VII. ADJOURNMENT

The City of Snellville
2342 Oak Road
Snellville, Georgia 30078
(770) 985-3500 • FAX (770) 985-3525



AGENDA

PUBLIC HEARING & REGULAR BUSINESS MEETING
OF MAYOR AND COUNCIL
CITY OF SNELLVILLE, GEORGIA
MONDAY, APRIL 27, 2026

Publication Date: April 23, 2026

TIME: 7:30 p.m.

DATE: April 27, 2026

PLACE: Council Chambers

- I. CALL TO ORDER
- II. INVOCATION
- III. PLEDGE TO THE FLAG
- IV. CEREMONIAL MATTERS
- V. MINUTES
Approve the Minutes of the April 13, 2026 Meetings
- VI. INVITED GUESTS
State Representative Segun Adeyina
- VII. COMMITTEE / DEPARTMENT REPORTS
- VIII. APPROVAL OF THE AGENDA
- IX. PUBLIC HEARING
- X. CONSENT AGENDA (Please see *Note)
- XI. OLD BUSINESS
- XII. NEW BUSINESS
 - a) 2nd Reading – ORD 2026-01 - Ordinance to Amend Portions of Chapter Six of the Code of Ordinances of the City of Snellville to Amend Regulations Related to Outside Consumption Of Alcohol, to Repeal Conflicting Ordinances, and for Other Purposes [Bender]

- b) Consideration and Action on Approval of the Subrecipient Agreement for Use of Community Development Block Grant (CDBG) Federal Fiscal Year 2025 Funds Between Gwinnett County, Georgia and City of Snellville for Construction of the TW Briscoe Park Community Center [Bender]
- c) Consideration and Action on RES 2026-02 Resolution of the City of Snellville, Georgia Authorizing Participation in an Amicus Brief in Chang V. City of Milton on Remand Before the Georgia Court of Appeals of, if Warranted, The Georgia Supreme Court [Bender]

XIII. COUNCIL REPORTS

XIV. MAYOR'S REPORT

XV. PUBLIC COMMENTS

- Section 2-53
Each member of the public who wishes to address the Mayor and City Council in public session must submit their name, address and the topic (be as specific as possible) of their comments to the City Clerk prior to making such comments. Individuals will be allotted five minutes to make their comments and such comments must be limited to the chosen topic. Members of the public shall not make inappropriate or offensive comments at a City Council meeting and are expected to comply with our adopted rules of decorum.
- Decorum
You must conduct yourself in a professional and respectful manner. All remarks should be directed to the Chairman and not to individual Council Members, staff or citizens in attendance. Personal remarks are inappropriate.

XVI. EXECUTIVE SESSION

An Executive Session may be called:

- To discuss pending and/or potential litigation, settlement claims, administrative proceedings or other judicial actions, which is exempt from the Open Meetings Act pursuant to O.C.G.A. Section 50-14-2(1).
- To authorize negotiations to purchase, dispose of, or lease property; authorize the ordering of an appraisal related to the acquisition or disposal of real estate; enter into a contract to purchase, dispose of, or lease property subject to approval in a subsequent public vote; or enter into an option to purchase, dispose of, or lease real estate subject to approval in subsequent public vote, which is excluded from the Open Meetings Act pursuant to Section 50-14-3(b)(1)(C).
- Upon the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a public officer or employee, which is excluded pursuant to O.C.G.A. Section 50-14-3(b)(2).

XVII. ADJOURNMENT

***Note: Items on the Consent Agenda may be read by title only. Upon the request of any Council Member, any item may be removed from the Consent Agenda and placed on the Regular Agenda prior to the adoption of the Regular Agenda. The Consent Agenda, or the remainder thereof omitting the challenged items, shall be adopted by unanimous consent.**

**CITY OF SNELLVILLE
MEETINGS AND LOCAL EVENTS
APRIL 27, 2026**

April 27

Council Meeting

Monday, April 27, 2026

6:30 p.m. Work Session – Conference Room 145, City Hall

7:30 pm Meeting - Council Chambers, City Hall

April 28

Planning Commission Meeting

Tuesday, April 28, 2026

7:00 pm Work Session – Conference Room 145,

City Hall

7:30 pm Meeting - Council Chambers, City Hall

May 1

Food Truck Friday

Friday, May 1, 2026

4 p.m. – 8 p.m. – Towne Greene

May 2

The Grove Grand Opening Celebration

Saturday, May 2, 2026

10 a.m. – 6 p.m. – The Grove

May 3

Broadcast of the April 27 2026 Meeting

Sunday, April 19, 2026

6:30 p.m. - Comcast Channel 25

May 9

Beach Blast

Saturday, May 9, 2026

12 p.m. – 5 p.m. – Towne Green

May 11

Council Meeting

Monday, May 11, 2026

6:30 p.m. Work Session – Conference Room 145, City Hall

7:30 pm Meeting - Council Chambers, City Hall

May 12

Board of Appeals Meeting

Tuesday, May 12, 2026

7:30 pm – Council Chambers, City Hall



WORK SESSION
OF MAYOR AND COUNCIL
CITY OF SNELLVILLE, GEORGIA
MONDAY, APRIL 13, 2026

Present: Mayor Barbara Bender, Mayor Pro Tem Norman A. Carter Jr., Council Members Richelle Brown, Catherine Hardrick, Kerry Hetherington and Shaunt'e Pitt. Also present City Manager Matthew Pepper, Assistant City Manager Mercy Montgomery, City Attorney Jay Crowley with Powell and Crowley, Assistant Chief of Police David Matson, Interim Public Works Director Javier Gonzalez, Public Information Officer Brian Arrington and City Clerk Melisa Arnold.

CALL TO ORDER

Mayor Bender called the meeting to order at 6:33 p.m.

REVIEW REGULAR BUSINESS MEETING AND PUBLIC HEARING AGENDA ITEMS

The agenda was reviewed. Mayor Bender explained the two reading process for ordinances and the changes being proposed in ORD 2026-01.

REVIEW CORRESPONDENCE

None

CITY ATTORNEY'S REPORT

Attorney Crowley asked for an Executive Session.

DISCUSSION ITEMS

Update of Ongoing Projects [Bender]

City Manager Pepper gave an update on The Grove and announced that the Grand opening is being held on Saturday, May 2, 2026.

He continued the update with other projects and discussion was held about possible options for the Crestview and Highway 78 intersection improvements being discussed by the Georgia Department of Transportation.

EXECUTIVE SESSION

Mayor Bender read the closed meeting notice into the record as follows:

- To discuss pending and/or potential litigation, settlement claims, administrative proceedings or other judicial actions, which is exempt from the Open Meetings Act pursuant to O.C.G.A. Section 50-14-2(1).

WORK SESSION OF MAYOR AND COUNCIL
MONDAY, MARCH 9, 2026
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- To authorize negotiations to purchase, dispose of, or lease property; authorize the ordering of an appraisal related to the acquisition or disposal of real estate; enter into a contract to purchase, dispose of, or lease property subject to approval in a subsequent public vote; or enter into an option to purchase, dispose of, or lease real estate subject to approval in subsequent public vote, which is excluded from the Open Meetings Act pursuant to Section 50-14-3(b)(1)(C).

Upon a motion by Council Member Hetherington, 2nd by Mayor Pro Tem Carter, the meeting was closed, with all Council Members and the Mayor present and voting in favor.

The meeting was closed at 7:04 p.m.

The meeting reconvened at 7:25 p.m.

ADJOURNMENT

Council Member Hetherington made a motion to adjourn, 2nd by Mayor Pro Tem Carter; voted 6 in favor and 0 opposed, motion approved. The meeting adjourned at 7:25 p.m.

Barbara Bender, Mayor

Melisa Arnold, City Clerk



PUBLIC HEARING & REGULAR BUSINESS MEETING
OF MAYOR AND COUNCIL
CITY OF SNELLVILLE, GEORGIA
MONDAY, APRIL 13, 2026

Present: Mayor Barbara Bender, Mayor Pro Tem Norman A. Carter Jr., Council Members Richelle Brown, Catherine Hardrick, Kerry Hetherington and Shaunt'e Pitt. Also present City Manager Matthew Pepper, Assistant City Manager Mercy Montgomery, City Attorney Jay Crowley with Tallant and Howell, Assistant Chief of Police David Matson, Interim Public Works Director Javier Gonzalez, Public Information Officer Brian Arrington and City Clerk Melisa Arnold.

CALL TO ORDER

Mayor Bender called the meeting to order at 7:31 p.m.

INVOCATION

David Berger with the Bridge the Gap Ministries gave the invocation.

PLEDGE TO THE FLAG

Bobby Howard led the Pledge of Allegiance.

CEREMONIAL MATTERS

PRO 2026-07 – Arbor Day

Mayor Bender read the proclamation into the record.

Presentation for Run the Reagan

Kelly McAloon presented proceeds from the event to Brookwood Schools, Lilburn Co-op, and South Gwinnett Cluster Foundation.

MINUTES

Approve the Minutes of the March 23, 2026 Meetings

Mayor Pro Tem Carter made a motion to approve the minutes of the March 23, 2026 meetings, 2nd by Council Member Brown; voted 6 in favor and 0 opposed, motion approved.

INVITED GUESTS

None

COMMITTEE / DEPARTMENT REPORTS

None

PUBLIC HEARING & REGULAR BUSINESS OF MAYOR AND COUNCIL
MONDAY, APRIL 13, 2026
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APPROVAL OF THE AGENDA

Council Member Hardrick made a motion to approve the agenda as presented, 2nd by Council Member Hetherington; voted 6 in favor and 0 opposed, motion approved.

PUBLIC HEARING

None

CONSENT AGENDA

None

OLD BUSINESS

None

NEW BUSINESS

Mayor's Nomination and Council Confirmation of Bobby Howard to the Board of Appeals Post 1 with an Expiration Date of June 30, 2026 [Bender]

Mayor Bender nominated Bobby Howard for the Board of Appeals (BOA) Post 1, confirmed by Council 6 in favor and 0 opposed, nomination confirmed.

Mayor Bender administered the Oath of Office to Bobby Howard for BOA Post 1.

Consideration and Action on Surplus of Public Works Equipment [Bender]

Mayor Bender advised the following items are being surplus by the Public Works Department:
Toro Walk Behind Mower (Vin# 402959002)

Toro Z Master Mower (VIN# 31100055A)

Flat Bed Trailer – 20x95 (VIN# 1YB261869951BIT068)

Council Member Hetherington made a motion to approve the surplus of the equipment, 2nd by Mayor Pro Tem Carter; voted 6 in favor and 0 opposed, motion approved.

1st Reading – ORD 2026-01 - Ordinance to Amend Portions of Chapter Six of the Code of Ordinances of the City of Snellville to Amend Regulations Related to Outside Consumption of Alcohol, to Repeal Conflicting Ordinances, and for Other Purposes [Bender]

Mayor Bender explained that this amendment aligns the rules for Special Use Permits (SUPs) and the Entertainment District. Currently people can purchase alcohol in the Grove and then walk the Entertainment District however it was not permitted at events with SUPs. This update now allows special events to do the same.

Council Member Hetherington made a motion to waive the first reading and place on the April 27, 2026 agenda for the second reading, 2nd by Mayor Pro Tem Carter; voted 6 in favor and 0 opposed, motion approved.

COUNCIL REPORTS

Council Members Hardrick, Brown, Pitt, Hetherington and Mayor Pro Tem Carter each gave a report.

PUBLIC HEARING & REGULAR BUSINESS OF MAYOR AND COUNCIL
MONDAY, APRIL 13, 2026
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MAYOR'S REPORT

None

PUBLIC COMMENTS

The following people came forward:

Kelly McAloon, 2916 Overwood Lane, Snellville.

Camille Christopher, Lilburn.

Saurabh Vad, Kittery Drive, Snellville.

EXECUTIVE SESSION

None

ADJOURNMENT

Council Member Hetherington made a motion to adjourn, 2nd by Council Member Brown; voted 6 in favor and 0 opposed, motion approved. The meeting adjourned at 8:05 p.m.

Barbara Bender, Mayor

Melisa Arnold, City Clerk



Agenda Item Summary

Date: April 27, 2026

Prepared by: Mercy Montgomery, Assistant City Manager

Agenda Item: 2nd Reading-Chapter 6-Alcoholic Beverage Ordinance

Background:

An update to the Alcoholic Beverage Ordinance was made in 2020 to establish an Entertainment District that allows for the consumption of alcoholic beverages (sold only by licensed businesses within the district) outside of the physical space of the establishment.

The ordinance was updated in 2025 to more specifically define permitted containers and update the area to include the Greenway Trail: Downtown Loop.

Current code does not allow attendees at permitted special events in the Entertainment District to exit the event boundaries with alcoholic beverages purchased from approved vendors within the event.

To ensure clear understanding and application of Entertainment District policies as well as provide for a cohesive and positive experience for visitors to the district, staff recommends approval of the presented code amendments to:

- Update Entertainment District code to permit consumption within the Entertainment District of alcoholic beverages purchased from an approved vendor for a special outdoor event
- Clarify the maximum number of beverages permitted to be purchased per person for consumption in the Entertainment District as 2 per person (previously limited to one per establishment and two per special event vendor)
- Update language to reflect consistent container requirements (non-glass and 16 oz or less)

Financial Impact: None

Recommendation: Approve the Resolution

Action requested: Approve the Resolution.

Attachments: Draft Ordinance 2026-01

CITY OF SNELLVILLE

STATE OF GEORGIA

ORDINANCE NO. 2026-01

AN ORDINANCE TO AMEND PORTIONS OF CHAPTER SIX OF THE CODE OF ORDINANCES OF THE CITY OF SNELLVILLE TO AMEND REGULATIONS RELATED TO OUTSIDE CONSUMPTION OF ALCOHOL, TO REPEAL CONFLICTING ORDINANCES, AND FOR OTHER PURPOSES

WHEREAS, the Mayor and City Council desire to amend certain ordinances related to outdoor consumption of alcohol in the Snellville Towne Center Entertainment District; and

WHEREAS, the Mayor and the Council of the City of Snellville, Georgia is authorized by O.C.G.A. § 36-35-3 to adopt ordinances relating to its property, affairs and local government;

WHEREAS, the Mayor and the Council of the City of Snellville, Georgia believes that it is in the best interest of the City of Snellville.

IT IS HEREBY ORDAINED BY THE GOVERNING AUTHORITY OF THE CITY OF SNELLVILLE, GEORGIA, and by the authority thereof:

Section 1. Section 6-195 and 6-196 of Chapter 6 of the Code of Ordinances of the City of Snellville is hereby deleted and replaced with the following:

“Sec. 6-195. No outside consumption of alcohol; outdoor alcohol drinking areas.

- (a) Except as provided in this section, it shall be unlawful for any person to consume any alcoholic beverage or possess any alcoholic beverage in an open container in or upon any street, alley, sidewalk or other public way or place in the city or within any public building.
- (b) Except as provided in this section, it shall be unlawful for any licensed establishment to dispense any alcoholic beverage in an open container for removal from the premises, and it shall be unlawful for any person to remove any open container of an alcoholic beverage from an alcoholic beverage establishment. It shall be the licensee's responsibility to ensure that no open beverages are sold and carried out.
- (c) Except as provided in this section, it is prohibited for customers to gather outside an alcoholic beverage establishment and consume alcoholic beverages.
- (d) Consumption of alcohol in an open container outside of a licensed establishment shall be allowed only in the locations specified below:
 - (1) On the patio of a licensed establishment which meets all of the requirements and is specifically licensed for patio sales in accordance with section 6-197 of this Code;

- (2) In a designated special event outdoor alcohol drinking area as defined by and in accordance with section 6-196 of this Code;
- (3) Within the Snellville Towne Center Entertainment District in accordance with the following provisions:
 - a. The boundaries of the Snellville Towne Center Entertainment District are established by a map adopted by resolution of the mayor and city council. A copy of said map is attached hereto and shall be maintained in the office of the city clerk. If no such resolution and map has been adopted or if such resolution and map are repealed, there shall be no area in the city to which this subsection applies.
 - b. The alcoholic beverage shall be purchased from an establishment licensed for consumption on the premises and located within the Snellville Towne Center Entertainment District, or an approved vendor for a special outdoor event vendor outlined in Section 6-196 of this Chapter. Any establishment licensed to sell alcoholic beverages by the drink for consumption on the premises located within the Snellville Towne Center Entertainment District is authorized to dispense alcoholic beverages in a non-glass container bearing a special city sticker allowing the consumption of the alcohol outside of the premises ("specialty stickers").
 - c. The alcoholic beverage shall be in a non-glass container and shall not be larger than 16 ounces.
 - d. Only two drinks at a time per person may be carried out of an establishment, or approved vendor.
 - e. It shall be unlawful for any person to drink or attempt to drink any alcoholic beverage from a glass container or to possess an open glass container containing any alcoholic beverage in the Snellville Towne Center Entertainment District.
 - f. It shall be unlawful for any person to take an alcoholic beverage served in the designated Snellville Towne Center Entertainment District outside of the designated area or into any vehicle.
 - g. Alcohol may not be carried onto any street except during the temporary period of crossing a street inside designated crosswalks, or if the Snellville Police Department closes a street to vehicular traffic specifically for the purpose of accommodating an outdoor event. Alcoholic beverages served in the designated Snellville Towne Center Entertainment District may be carried upon the sidewalk.
 - h. It shall be unlawful for any person to purchase, distribute or consume alcoholic beverages outside of the timeframes provided in sections 6-90, 6-187 and 6-190 of this Code.
 - i. The alcoholic beverage cannot be carried into an establishment that does not serve alcohol unless permitted by the establishment.

Sec. 6-196. Special event outdoor alcohol drinking area.

- (a) A special event outdoor alcohol drinking area shall be located outside in an area clearly marked for identification as an outdoor alcohol drinking area pursuant to a special use permit

issued by the planning director, or their designee, to allow consumption outside of a licensed establishment. Only establishments with a Georgia State license to dispense alcoholic beverages may apply for this special use permit for a temporary license to serve alcohol outdoors. The license shall be granted for a maximum of three consecutive days and shall be governed by all of the other rules and regulations of the city as if the alcohol was being dispensed within a licensed establishment. License fees applicable to this chapter are set forth in the schedule of fees and charges on file in the office of the planning department, on the city website and at the reception center in City Hall. The applicant shall be required to provide adequate security officers for the event as established by the mayor and council at the expense of the applicant. Security officers shall be off-duty police officers or sheriff's deputies from the City of Snellville, or other officers expressly approved by the City of Snellville Chief of Police for that event. Special use permits issued pursuant to this subsection shall not require presentation to the planning commission nor a second reading prior to issuance.

- (b) The following additional regulations shall apply to dispensing and drinking alcohol pursuant to subsection (a) above:
- (1) *Two drink limit.* Any establishment licensed to dispense alcoholic beverages by the drink for consumption on the premises is authorized to dispense an alcoholic beverage in a non-glass 16 ounce, or less, container bearing the specialty sticker, for removal from the premises; provided, however, that no establishment shall dispense to any person more than two such alcoholic beverages at a time; and provided the alcohol is consumed in the area specified in the special use permit granted in subsection (a) above.
 - (2) *Size limited to 16 ounces.* No container in which an alcoholic beverage is dispensed pursuant to subsection (a) shall exceed 16 fluid ounces in size. No person shall hold in possession within the designated area any open alcoholic beverage container which exceeds 16 fluid ounces in size.
 - (3) *Drinking from glass prohibited.* It shall be unlawful for any person to drink or attempt to drink any alcoholic beverage from a glass container or to possess in an open glass container any alcoholic beverage outside or in the designated area.
 - (4) *Drinking outside the designated area.* It shall be a violation of subsection (a) to take an alcoholic beverage served in the designated area outside of the designated area for any reason, unless the alcoholic beverage is in a non-glass 16 ounce, or less, container bearing a specialty sticker described in Section 6-195. It shall be unlawful to possess an open alcoholic beverage of any kind outside of the Snellville Towne Center Entertainment District.
 - (5) The chief of police or their designee may immediately revoke any temporary license for a special event if it is determined continued alcohol sales may endanger the health, welfare or safety of the public. If the licensee is found in violation of federal, state, or local law, the licensee shall not be eligible for any other temporary special event licenses for 12 months from the date of violation and shall be subject to fines subject to section 1-11 of this Code.
 - (6) *Hours and days.* It shall be unlawful for any person to purchase, distribute or consume alcoholic beverages outside of the timeframes provided in sections 6-90, 6-187 and 6-190.”

Section 2. (a) It is hereby declared to be the intention of the Mayor and Council that all sections, paragraphs, sentences, clauses and phrases of this Ordinance are or were, upon their enactment, believed by the Mayor and Council to be fully valid, enforceable and constitutional.

(b) It is hereby declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Ordinance is severable from every other section, paragraph, sentence, clause or phrase of this Ordinance. It is hereby further declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Ordinance.

(c) In the event that any phrase, clause, sentence, paragraph or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Mayor and Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Ordinance and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and sections of the Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

Section 3. All ordinances and parts of ordinances in conflict herewith are hereby expressly repealed.

[SIGNATURES APPEAR ON THE NEXT PAGE]

ORDAINED this ____ day of _____, 2026.

Barbara Bender, Mayor

ATTEST:

Norman Carter, Mayor Pro Tem

Melisa Arnold, City Clerk

Shaunt'e Jermaine Pitt, Council Member

APPROVED AS TO FORM:

Richelle Brown, Council Member

John J. Crowley, City Attorney
Tallant Howell, Attorneys at Law

Kerry Hetherington, Council Member

Catherine Hardrick, Council Member



Agenda Item Summary

Date: April 20, 2026

Prepared By: Matthew Pepper, City Manager

Agenda Item: Consideration and Action on the Federal Fiscal Year 2025 Subrecipient Agreement between Gwinnett County and the City of Snellville for the construction of the Community Center at T.W. Briscoe Park.

Background: Through the Community Development Block Grant (CDBG) program, the City received an award from Gwinnett County in the amount of \$1,072,352. These funds are for the construction of the Community Center at T.W. Briscoe Park. Upon approval of the agreement, the City will be able to submit for reimbursement.

Last year, the City received \$247,605.86 in reprogrammed funds from the original FFY2024 award. Between the two (2) years, the total award the City will receive for this project is \$1,319,958.

Financial Impact: The CDBG funds will help pay for approximately 11% of the budgeted construction costs for the Community Center at T.W. Briscoe Park.

Action Requested: VOTE to approve the FFY2025 Subrecipient Agreement with Gwinnett County.

Attachments: FFY2025 Subrecipient Agreement

STATE OF GEORGIA
COUNTY OF GWINNETT

SUBRECIPIENT AGREEMENT FOR USE OF
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS (CDBG)
PUBLIC FACILITY

Between

GWINNETT COUNTY *and*
City of Snellville

Federal Fiscal Year 2025 Funds

HUD GRANT NO: CDBG-2025

GWINNETT COUNTY AGREEMENT NO.: AD-CD-25-01

SUBRECIPIENT AGREEMENT FOR USE OF
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS

CFDA # 14.218

BETWEEN

GWINNETT COUNTY, GEORGIA

AND

City of Snellville

2342 Oak Road
Snellville, GA, 30078

THIS AGREEMENT, made and entered into on the 1st day of January 2025, by and between Gwinnett County, a political subdivision of the State of Georgia acting by and through its duly elected Board of Commissioners, hereinafter referred to as the "County", and **City of Snellville** a CDBG subrecipient organization (either a participating municipality in the Gwinnett County Urban County CDBG Program, a quasi-local government agency, a local housing authority, or a private non-profit organization), hereinafter referred to as the "Subrecipient," located within the confines of the Gwinnett County, Georgia, and/or serving CDBG-eligible residents of Gwinnett County; The approval of the award of CDBG funds included in this Agreement by the County occurred on the **08/05/2025** and represents a subaward of federal funds, as defined in 2 CFR 200.92.

WITNESSETH:

WHEREAS, Gwinnett County has received an FFY **2025** Community Development Block Grant, hereinafter referred to as "CDBG" under Title I of the Housing and Community Development Act of 1974, as amended, to carry out various housing and community development activities in its unincorporated areas and in municipalities participating in the County CDBG Program; and

WHEREAS, **One Million Seventy Two Thousand Three Hundred Fifty Two Dollars(\$1,072,352.00)** ,from FFY **2025** CDBG funds has been awarded to the Subrecipient; and

WHEREAS, the Subrecipient agrees to assume certain responsibilities for the implementation of its CDBG assisted activities, and certifies that it will comply with the applicable certifications contained in Exhibit 1; with the Scope of Services provided in Exhibit 2; with any amendments to this Agreement, included as Exhibit 3; with the Lease Agreement requirements included as Exhibit 4, if applicable; and, with the property use requirements included as Exhibit 5, if applicable; and with the applicable and non-applicable regulations included in Exhibit 6.

NOW, THEREFORE, the parties hereunto do hereby agree as follows:

1. **Use of Funds** - The Subrecipient shall expend all or any part of its CDBG allocation only on those activities contained in the Scope of Services of this Agreement, which activities the Gwinnett County Housing and Community Development Division shall determine to be eligible for CDBG funds, and shall notify the Subrecipient in writing, via this Agreement and/or subsequent amendments to this Agreement, of such determination of eligibility. Such CDBG funds provided through this Agreement must be fully expended not later than **12/31/2029**.
2. A. **Uniform Administrative Requirements** - The Uniform Administrative Requirements, as promulgated in 24 CFR Chapter V [Subpart J] at 570.502 and in all sections of 2 CFR 200, shall apply to all activities undertaken by the Subrecipient with CDBG assistance provided via this Agreement and any

subsequent amendments. Special attention should be paid to 2 CFR 200, as it supersedes and streamlines into one document the requirements previously contained in OMB Circulars A-21, A-50, A-87, A-102, A-110, A-122, A-133, and in 24 CFR 84 and 24 CFR 85. The requirements in 2 CFR 200 applies to all federal funds award by the County after December 26, 2014, which includes all FFY 2020 CDBG funds awarded through this Agreement.

B. **Other Program Requirements** - The Subrecipient shall comply with all the requirements of 24 CFR Chapter V [Subpart K] at 570.600 - 570.614, as applicable to the Subrecipient's activity(s).

3. **Procurement** - The Subrecipient shall be responsible for the procurement of all supplies, equipment, services, and construction necessary for the implementation of its activity(s). Procurement shall be carried out in accordance with 2 CFR 200 Part 200.317 - 200.326, the procurement requirements of the Subrecipient, and all provisions of the CDBG Regulations [24 CFR Part 570].

The governing board of the Subrecipient shall formally adopt written procurement procedures which are at least as restrictive as those required in the aforementioned regulations [2 CFR 200, as applicable, and 24 CFR 570] and shall provide a copy of said procurement procedures and evidence of governing board adoption to the County at the time that this Subrecipient Agreement shall be returned to the County for signature by the Chairman of the Gwinnett County Board of Commissioners.

The Subrecipient shall prepare or cause to be prepared, all advertisements, negotiations, notices, and documents; enter into all contracts; and conduct all meetings, conferences, and interviews as necessary to ensure compliance with the described procurement requirements.

4. **Property Acquisition and Relocation Services** - The Subrecipient shall be responsible for carrying out the acquisition of all real property necessary for the implementation of the activity(s), if applicable. The Subrecipient shall conduct all such acquisitions in its name and shall hold title to all properties purchased, [except in such cases as with long term leases (minimum term of 15 years)]. Lease requirements are addressed in Section 18 of this Agreement. The Subrecipient shall be responsible for the preparation of all notices, appraisals, and documentation required in conducting acquisitions under the latest applicable regulations of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 and the CDBG Program. The Subrecipient shall also be responsible for providing all relocation notices, counseling, and services required by said regulations. Should the Subrecipient find it necessary to change the use of or dispose of the property acquired with CDBG funding; the requirements of 24 CFR Part 570.505 governing change of use and property disposition shall apply. Such a change in use may also require an amendment to this Agreement, including changes in Exhibits 2, 3, 4, 5, or 6.
5. **"Force Account" Work** - The Subrecipient (limited to participating municipalities) may undertake public facility construction or renovation activities using municipal labor and equipment. Eligible costs of labor and equipment may be reimbursed by the County using CDBG funds, based upon submission of a proper and acceptable invoice(s) and documentation of all costs - as prescribed by the County.

6. **Record Keeping/Reporting**

A. Financial Record Keeping

The Subrecipient shall maintain records of the expenditure of all CDBG funds it receives, such records to be maintained in accordance with 2 CFR 200 and 24 CFR 570, as applicable. All records shall be made available, upon County request, for inspection(s) and audit(s) by the County or its representatives. If a financial audit(s) determines that the Subrecipient has improperly expended CDBG funds, resulting in the disallowance of such expenditures by the County or by the U.S. Department of Housing and Urban Development, the County reserves the right to recover from the

Subrecipient other non-CDBG monies to fund such disallowed CDBG expenditures. Audit procedures for the Gwinnett County CDBG Program are specified in Section 19 of this Agreement

B. Programmatic Record-Keeping/Reporting

For limited clientele (including "Direct Service" and "Presumed Benefit") activities, the Subrecipient shall provide, every month, sufficient information to the County on services carried out for all persons served and on CDBG-eligible persons served by activities receiving CDBG assistance under this Agreement. The purpose of the monthly reporting is to enable the County to prepare and submit periodic and annual reports to the U.S. Department of Housing and Urban Development. These Subrecipient prepared reports shall be submitted in a format provided by the County [See Exhibit 2, if applicable to this Agreement] and at a time no later than the 10th calendar day of each month of each year until all CDBG funds for the activity(s) shall be fully expended, plus five years. The five year reporting period should not be confused with the "continued use" provisions of this agreement, as specified in Exhibit 2, "Scope of Services." The County shall provide reporting forms and technical assistance to the Subrecipient on the procedures to be followed to collect and report these programmatic data.

7. **Subrecipient's Obligation** - The Subrecipient shall be responsible for carrying out its actions in accordance with the certifications contained in Exhibit 1 of this Agreement. The Subrecipient shall take all necessary actions to comply with the requirements of the certifications/assurances in Exhibit 1, and to comply with any requests by the County in this connection; it is understood that the County has a responsibility to the U.S. Department of Housing and Urban Development for ensuring compliance with such requirements. The Subrecipient will also promptly notify the County of any changes in the scope or character of the activity(s) assisted through this Agreement.
8. **"Hold Harmless"** - The Subrecipient does hereby agree to release, indemnify, and hold harmless the County, its employees and agents from and against all costs, expenses, claims, suits, or judgments arising from or growing out of any injuries, loss or damage sustained by any person or corporation, including employees of Subrecipient and property of Subrecipient, which are caused by or sustained in connection with the tasks carried out by the Subrecipient under this Agreement.
9. **Funding** - The County agrees to provide the Subrecipient with CDBG funds in such amounts as agreed upon in this Agreement to enable the Subrecipient to carry out its CDBG-eligible activity(s). It is understood that the County shall be held accountable to the U.S. Department of Housing and Urban Development for the lawful expenditure of CDBG funds under this Agreement. Therefore, the County shall make no reimbursement of CDBG funds to the Subrecipient and draw no funds from HUD/U.S. Treasury on behalf of a Subrecipient activity(s), before receiving proper invoice(s) and copies of supporting documentation from the Subrecipient for the expenses incurred, to ensure that the Subrecipient has complied with all applicable regulations and requirements.
10. **Environmental Clearance** - The County shall be responsible for carrying out environmental reviews and clearances on all activities. The Subrecipient shall be responsible for providing necessary information, promptly, to the County to accomplish this task.

Funding provided through this agreement is "conditionally approved" subject to the completion of the Environmental Review Process by the County. Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the County of a release of funds from the U.S. Department of Housing and Urban Development under 24 CFR Part 58. The parties further agree that the provision of any funds to projects/activities included in this Agreement is conditional based on the

County's determination to proceed with, modify or cancel the projects/activities based on the results of a subsequent environmental review.

The Subrecipient may not obligate or expend any funds provided through this Agreement until the County provides to the Subrecipient a "Notice to Proceed," which shall represent, in part, the completion of the environmental review process, and the Release of Funds by HUD for the projects/activities contained in this Agreement.

11. **Wage Rates** - The County shall be responsible for the preparation of all requests for wage rate determinations on CDBG activities, on behalf of the Subrecipient. The Subrecipient shall notify the County before initiating any activity, including advertising for contractual services, which will include costs likely to be subject to the provisions of the Davis-Bacon Act and its implementing regulations. The County will provide technical assistance to the Subrecipient to ensure compliance with these requirements.
12. **Technical Assistance** - The County agrees to provide technical assistance to the Subrecipient in the form of oral or written guidance and on-site assistance regarding CDBG procedures and project management. Technical assistance is provided to the Subrecipient as requested and at other times at the initiative of the County, or when the County provides new or updated CDBG Program information to the Subrecipient.
13. **Review Authority** - The County shall have the authority to review all procedures and all materials, notices, documents, etc., prepared by the Subrecipient in implementation of this Agreement. The Subrecipient agrees to provide all information required by any person authorized by the County to request such information to review the same.
14. **Agreement Suspension and Termination** - In accordance with the provisions of 2 CFR 200.338 – 200.342, suspension or termination of this Agreement may occur if the Subrecipient materially fails to comply with any term of this Agreement. The Agreement may terminate for convenience in accordance with 2 CFR 200.338 – 200.342. This Agreement may be terminated with or without cause by either party, hereto, by giving thirty (30) calendar days written notice of such termination. However, CDBG funds allocated to the Subrecipient under this Agreement may not be obligated or expended by the Subrecipient following such date of termination. Any funds allocated to the Subrecipient under this Agreement, which remain unobligated or unspent upon such date of termination, shall automatically revert to the County.
15. **Agreement Amendment(s)** - This Agreement may be modified or amended by mutual agreement of the parties; however, no waiver, modification or amendment of any terms, conditions or provisions of this agreement will be valid, or of any force or effect, unless made in writing, approved by the respective parties' governing bodies and properly executed by the authorized representatives of the parties. All amendments to this Agreement shall be made a part of the Agreement by inclusion in Exhibit 3, which is attached at the time of any amendment(s). If the Subrecipient seeks an amendment to this agreement, the request for such an amendment shall be submitted in written form to the Gwinnett County Housing and Community Development Division in a format prescribed by the Housing and Community Development Division. If an amendment to the Gwinnett County Consolidated Plan is required, the Subrecipient shall be informed of such requirement and the steps required to effectuate such a Consolidated Plan amendment.
16. **Effective Date and Termination Date** - The effective date of this Agreement is the date specified on page 1 of this Agreement. The termination date of this Agreement is **12/31/2029**.
17. **Program Income** - If the Subrecipient generates any program income as a result of the expenditure of CDBG funds, the provisions of 2 CFR 200.307 and 24 CFR 570.504(c) shall apply, as well as the following specific stipulations:

- A. The Subrecipient acknowledges, by the executing this Agreement, that it must notify the County of the receipt of any program income during the calendar month that such program income is generated.
 - B. Any such program income must be paid to the County within seven calendar days following the end of the month in which the program income is generated. Such payment to the County must include any interest or other earnings generated from the program income during the time the program income was in the possession of the Subrecipient.
 - C. The Subrecipient further acknowledges, by executing this Agreement, that the County has the responsibility for monitoring and reporting to the U.S. Department of Housing and Urban Development (HUD) on the generation of any such program income. The Subrecipient acknowledges its responsibility to the County to maintain appropriate record-keeping and report on the generation and receipt of such program income.
 - D. In the event of a closeout or change in the status of the Subrecipient, any program income that is on hand or received after the closeout or change in status shall be paid to the County within thirty (30) calendar days of the official date of the closeout or change in status. The County agrees to notify the Subrecipient in writing, should closeout or change in the status of the Subrecipient occur as a result of changes in CDBG Program statutes, regulations, or instructions.
18. **Real Property** - The Subrecipient shall comply with the following standards contained in 2 CFR 200.310 – 200.311 for all activities involving real property. The following standards shall also apply to real property (within the control of the Subrecipient) acquired or improved, in whole or in part, using CDBG funds. The standards are:
- A. The Subrecipient shall inform the County, in writing, at least thirty (30) calendar days before any modification or change in the use of the real property from that specified in this Agreement, at the time of acquisition or improvements, including disposition;

Paragraph 18.b. is modified from prior year Subrecipient Agreements, per HUD suggested language offered during on-site monitoring of another Urban County in the Atlanta region in August 2005.

B. Change in Real Property Status

1. Sale of Property

The Subrecipient may sell the property acquired or improved with CDBG assistance at any time. If the Subrecipient sells the property or otherwise transfers ownership (title) to another entity that continues to use the property for an activity that meets a CDBG National Objective and is an eligible CDBG activity, the County will not require the Subrecipient to repay funds to the County's CDBG Program. If the Subrecipient sells the property or transfers ownership (title) to another entity that does not continue to use the property for an activity that meets a CDBG National Objective and is an eligible CDBG activity, the County will require the Subrecipient to repay to the County's CDBG Program the fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of and improvements to the property. However, before such sale of CDBG-assisted property, the Subrecipient shall notify the County in writing of its intent to sell the property and shall determine the fair market value of the property by obtaining at least one appraisal and at least one review appraisal of the property performed by separate appraisers who are licensed by the State of Georgia.

If the Subrecipient sells or transfers ownership (title) to the property at a point in time five (5) years after the County receives its last increment of CDBG funding, the County will not require the Subrecipient to reimburse the County's CDBG Program.

2. Change in Use of Property

The Subrecipient may change the use of the property at any time provided it complies with the following stipulations:

- (a) If the Subrecipient proposes to change the use of the property to an activity that meets a CDBG National Objective and is an eligible CDBG activity, the County will not require the Subrecipient to repay funds to the County's CDBG Program. However, before such change in use, the Subrecipient shall notify the County in writing of its intent to change the use of the property to permit the County to notify affected citizens with reasonable notice of and opportunity to comment on the proposed change in use, as required by 24 CFR 570.505.
 - (b) If the Subrecipient proposes to change the use of the property to an activity that does not meet a CDBG National Objective or is not an eligible CDBG activity, the County will require the Subrecipient to reimburse the County's CDBG Program the fair market value of the property as adjusted for non-CDBG funds. However, before such change in use, the Subrecipient shall notify the County in writing of its intent to change the use of the property and shall determine the fair market value of the property by obtaining at least one appraisal and at least one review appraisal of the property performed by separate appraisers who are licensed by the State of Georgia.
 - (c) If the Subrecipient proposes to change the use of the property at a point-in-time five (5) years after the County receives its last increment of CDBG funding, the County will not require the Subrecipient to reimburse the CDBG Program.
- C. Any program income generated from the disposition or transfer of property before or after the closeout, change of status, or termination of the Subrecipient Agreement between the County and the Subrecipient shall be repaid to the County at the time of disposition or transfer of the property.
- D. A lease agreement, in a format prescribed by the County, must be executed between the County and the Subrecipient for any County CDBG-assisted Subrecipient activity, which is carried out wholly, or in part, on County-owned real property. The lease agreement shall be included in this Subrecipient Agreement as Exhibit 4. Said lease agreement must contain, at a minimum, the following items, and other items determined by the County to be applied to the specific lease:
- (1) The beginning and end dates of the lease [at least five (5) years to be eligible for CDBG funding assistance].
 - (2) Identification of the parties to the lease; i.e., the Lessor shall be the County, and the Lessee shall be the Subrecipient.
 - (3) Identification of the precise land parcel(s) and/or structure(s), which constitute the subject of the lease.
 - (4) Identification of the CDBG-eligible use of the real property(s) and/or structure(s).
 - (5) A termination statement acceptable to the County and the U.S. Department of Housing and Urban Development.
 - (6) The lease must contain a regulatory compliance statement indicating that the terms are in conformance with all applicable Federal, State, and Gwinnett County rules, regulations, and requirements.

- (7) The lease must contain maintenance of property statement indicating that the property(s) and/or structure(s), which is the subject of the lease agreement, will be maintained in conformance with all applicable Federal, State, and Gwinnett County rules, regulations, and requirements.
 - (8) The lease must contain a non-assignability clause indicating that the lease may not be assigned to any other party(s) without prior written approval by the County and subsequent execution of an amendment to the lease and this Subrecipient Agreement.
 - (9) The lease must contain an insurance certification statement indicating that the lessee will maintain appropriate types of insurance, as specified in the lease, on the property(s) and/or structure(s), which is the subject of the lease.
 - (10) The lease must contain an indemnification statement, as specified by the County.
 - (11) The lease must contain a statement as to governance, performance, and enforcement under the laws of the State of Georgia.
 - (12) The lease may contain special conditions unique to the specific lessor/lessee circumstances or unique to the specific property(s) and/or structure(s).
- E. If the Subrecipient wishes to carry out its CDBG-assisted activity on real property(s) and/or in a structure(s) which is owned neither by the Subrecipient nor by the County, a long-term lease [minimum fifteen (15) years] must be executed which meets the standards specified in Section 18(d), above. Prior to the execution of the said lease, the County must approve the form and content of the Lease Agreement to ensure compliance with the terms of this Agreement.
- F. Private non-profit Subrecipient organizations must also execute a real property use document(s) with the County. Such document(s) provides the County with a mechanism to ensure its fiduciary interest in the property(s) and/or structure(s) for which the County provided CDBG funds to the private non-profit organization via this Agreement.

In the event of the dissolution or change in status of the private non-profit organization or change in scope of the CDBG-assisted activity -- resulting in the CDBG-assisted activity becoming an ineligible CDBG activity, as defined by CDBG rules and regulations applicable at the time of such dissolution or change in status -- the County shall, at its option, exercise its right to obtain its appropriate share of the value of the CDBG-assisted property, as permitted by the rules and regulations governing the CDBG program at the time of such an occurrence, and as specified by this Agreement. The real property use documents referenced, herein, shall be appended to this Agreement and shall constitute Exhibit 5.

19. Audits

The Subrecipient agrees to comply with the requirements of:

- A. The "Government Auditing Standards, Standards for Audit of Governmental Organizations, Programs, Activities, and Functions," 1994 Revision or its successors, ["The Yellow Book"] issued by the Comptroller General, United States General Accounting Office.
- B. The "Single Audit Act of 1984" [P.L. 98-502], as amended by the Single Audit Act Amendments of 1996 [P.L. 104-156], requires that States, local governments and nonprofit organizations which receive federal funds must have audits performed in conformance with the Single Audit Act, as amended, and with implementing Circulars issued by the Office of Management and Budget. Subrecipient entities

must have their audits prepared consistent with the requirements of 2 CFR 200.500 – 200.513. If a Subrecipient's expenditures trigger the requirement to prepare a Single Audit, three (3) copies of the audit must be submitted to the County not later than six (6) months following the final date of the Subrecipient's fiscal year that is the subject of the audit.

If the minimum monetary amounts requiring the preparation of the Single Audit, as stated in 2 CFR 200.501, are not triggered, the Subrecipient shall provide to the Gwinnett County Housing and Community Development Division Office three (3) copies of its normal independent auditor's report, as soon as practicable following the close of its fiscal year, but not later than nine (9) months following the close of each such year. The independent audit, which addresses the Community Development Block Grant funds received/expended by the Subrecipient shall conform to the Gwinnett County Audit Standards, described in Section 19.C. of this Agreement.

C. Gwinnett County Audit Standards for CDBG Subrecipients Where Single Audit Act Requirements Do Not Apply

Because Gwinnett County is responsible for any grant funds provided to all Subrecipients, any organizations or cities which expend a total of more than \$0.00, but less than \$500,000.00 of CDBG funds, in any fiscal year from this agreement must have an independent audit of those funds performed annually or shall follow procedures specified, herein, as if all funds were subject to the requirements below.

- (1) A statement by the executive financial official of the organization or city that they have read and adhered to the requirements of 2 CFR 200.500 – 200.520 and have met those requirements as applicable to their organization. This statement should be in written form and submitted to Gwinnett County within thirty (30) calendar days following the end of the fiscal year of the Subrecipient;
- (2) All requests to the County for CDBG reimbursements shall be approved by an individual at least one level above the person who prepares the reimbursement request. If the reimbursement request is prepared by the Chief Financial Administrator of the organization, the request shall be approved by a Chairperson or other designated member of the organization's governing board;
- (3) For all CDBG requests for reimbursement, the invoice and accompanying copies of checks and other supporting documentation shall be submitted with the reimbursement request;
- (4) Gwinnett County shall periodically perform program reviews of Subrecipient financial records and systems not less often than one time during the Subrecipient's fiscal year, including the review of Subrecipient records, at least annually, at the offices of the Subrecipient. This review should include procedures to request and verify documentation of all expenditures requested in a single reimbursement request;
- (5) Any appropriate corrective action for instances of noncompliance as a result of these program reviews will be taken within six (6) months of notification by Gwinnett County that these reportable conditions exist;
- (6) At the end of each fiscal year, the Subrecipient shall submit to Gwinnett County a financial statement prepared from the Subrecipient's financial records that presents the revenues received from the Gwinnett County Community Development Block Grant Program and the expenditures for which these funds were used; and

The above procedures will provide the County's independent auditor with sufficient information to determine whether the Subrecipient has materially complied with the applicable laws and regulations, as they govern their programs. If any of the above procedures provide less information than is already required by this agreement, then the applicable procedures already stated in the agreement shall govern the Subrecipient's responsibilities to Gwinnett County.

- D. The Subrecipient agrees to have its Single Audit or other independent audit performed, in conformance with these Federally required and Gwinnett County stipulations, at its own cost and not payable with CDBG funds.
- E. The Subrecipient further agrees to send a copy of its Single Audit Report or independent auditor's report to the Gwinnett County Housing and Community Development Division as soon as practicable following the close of the Subrecipient's fiscal year, but in no case shall the audit report be submitted to the Gwinnett County Housing and Community Development Division later than nine (9) months following the close of the Subrecipient's fiscal year which is the subject of the audit in question.
- F. The County reserves the right to recover, from non-CDBG sources of the Subrecipient, any CDBG expenses of the Subrecipient, which are questioned or disallowed by the Subrecipient's independent auditor or by Gwinnett County's independent auditor as a part of their review of the Subrecipient's audit.

The Subrecipient shall comply with all the applicable requirements of 2 CFR 200 and 24 CFR 570 [CDBG Regulations], as applicable. These documents are incorporated as a part of this Agreement by reference, herein. The referenced documents are also available from the Gwinnett County Housing and Community Development Division upon request.

20. Faith-based activities

- A. Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in the CDBG program. Neither the Federal government nor a State or local government receiving funds under CDBG programs shall discriminate against an organization on the basis of the organization's religious character or affiliation.
- B. Organizations that are funded under the CDBG program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded under this part. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this part, and participation must be voluntary for the beneficiaries of the HUD-funded programs or services.
- C. A religious organization that participates in the CDBG program will retain its independence from Federal, State, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct CDBG funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Among other things, faith-based organizations may use space in their facilities to provide CDBG-funded services, without removing religious art, icons, scriptures, or other religious symbols. In addition, a CDBG-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.

- D. An organization that participates in the CDBG program shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- E. CDBG funds may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities. CDBG funds may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under this part. Where a structure is used for both eligible and inherently religious activities, CDBG funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to CDBG funds in this part. Sanctuaries, chapels, or other rooms that a CDBG-funded religious congregation uses as its principal place of worship, however, are ineligible for CDBG-funded improvements. Disposition of real property after the term of the grant, or any change in use of the property during the term of the grant, is subject to government-wide regulations governing real property disposition (see 24 CFR parts 84 and 85). If a State or local government voluntarily contributes its own funds to supplement federally funded activities, the State or local government has the option to segregate the Federal funds or commingle them. However, if the funds are commingled, this section applies to all of the commingled funds.
- F. In accordance with 24 CFR 570.607 Employment and contracting opportunities, as amended by 68 FR 56404, Page 53405, to the extent that they are otherwise applicable, the Subrecipient shall comply with: Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR 1964–1965 Comp. p. 339); 3 CFR, 1966–1970 Comp., p. 684; 3 CFR, 1966–1970., p. 803; 3 CFR, 1978 Comp., p. 230; 3 CFR, 1978 Comp., p. 264 (Equal Employment Opportunity), and Executive Order 13279 (Equal Protection of the Laws for Faith-Based and Community Organizations), 67 FR 77141, 3 CFR, 2002 Comp., p. 258; and the implementing regulations at 41 CFR chapter 60; and (b) Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701(u) and implementing regulations at 24 CFR part 135.

21. **Recognition of CDBG Program Funding from Gwinnett County**

- A. The Subrecipient shall ensure that the Gwinnett County Board of Commissioners & Housing and Community Development Division is provided the proper recognition, as follows.
 - (1) CDBG Public Facilities, Capital Public Services Projects, Other Funded Activities
 - a. Subrecipient will affix proper signage in a prominent location inside/outside of the administrative offices and outside of all project sites, which signage will include language recognizing the role of Gwinnett County and its CDBG funds in the acquisition, and/or construction and/or rehabilitation of the public facility or of the purchase of capital equipment, or other CDBG funded activities.
 - b. Subrecipient will have as its contact point the Gwinnett County Housing and Community Development Division, to arrange any events related to project groundbreaking, dedications, or similar ceremonies for activities receiving Gwinnett County CDBG Program funds; and, the Subrecipient agrees to provide the Gwinnett County CDBG Program with adequate lead time to permit proper planning and scheduling for such events. Event notifications to the Gwinnett County Housing and Community Development Division should occur not less than six (6) weeks before the date of any event to permit adequate event planning and scheduling.
 - c. Subrecipient agrees to contact the Gwinnett County Housing and Community Development Division to arrange such events, rather than contacting the Gwinnett

County Board of Commissioners, directly, individually or collectively, to initiate or arrange such events. This procedure is being used by the Gwinnett County government to avoid scheduling conflicts and to provide a consistent method of planning all such events.

- d. Subrecipient agrees to schedule such events on days other than regular meeting days [Tuesdays] of the Gwinnett County Board of Commissioners or to schedule such events late in the afternoon on Tuesday meeting days of the Gwinnett County Board of Commissioners.
- e. Subrecipient agrees that all reports, media releases, media stories, media articles, brochures, newsletters, advertisements, and other published materials shall contain statements that provide adequate recognition of the financial support provided by the Gwinnett County Board of Commissioners, through Gwinnett County CDBG Program funds.

22. Conflict of Interest

In accordance to 2 CFR 200.112 and 24 CFR 570.611, no person who is an employee, agent, consultant, officer, or elected or appointed official of a Subrecipient who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this Agreement, or who are in a position to participate in a decision making process or gain inside information about such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement for a CDBG-assisted activity, or with the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

Subrecipients will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer, or agent of the Subrecipient shall participate in the selection, or in the award or administration of a contract supported by Federal funds awarded through this Agreement if a conflict of interest, real or apparent, would be involved.

Subrecipients must be mindful of any relationship employees, officials, board members, consultants, or volunteers may have with Gwinnett County employees, board members, consultants, or elected officials, where a real or apparent conflict of interest that might be realized or perceived concerning a CDBG funded project or activity awarded through this Agreement. All relationships between representatives of the Subrecipient and Gwinnett County must be transparent and must comply with Gwinnett County's Code of Ethics. This Code was developed by the County to establish ethical standards of conduct for all such officials and employees by setting forth those acts or actions that are compatible with the best interests of the County. The Code directs disclosure by such officials and employees of private financial or other interests in matters affecting the County and by directing disclosure of their business relationships. Subrecipient officials who carefully follow the Gwinnett County Code of Ethics and the language of this Section are less likely to have conducted themselves or participated in activities that can be construed as real or apparent conflicts of interest.

If any situation arguably falls within the conflicts prohibited by 2 CFR 200.112 or 24 CFR 570.611 the Subrecipient should immediately contact the Gwinnett County Housing and Community Development Division for guidance. Copies of the Gwinnett County Code of Ethics are available from the Gwinnett County Housing and Community Development Division.

23. Investment Efficiency Reporting

The Gwinnett County Housing and Community Development Division is pioneering a process to permit the County and its Subrecipients to provide local elected officials and program managers with meaningful information on the actual value returned from the investment of CDBG Program funds. Vendors and Subrecipients using CDBG funds must report on the number and value of jobs created or retained, and Subrecipients must report any private or other governmental funds that are invested as a direct result of the expenditure of CDBG funds.

24. **Adhering to Gwinnett County's Vision/Mission/Values:** The Subrecipient recognizes the Prime Recipient's desire to instill Gwinnett County's vision, mission, and values into all grant funded projects and partnerships. The Subrecipient agrees to foster these values through the provision of superior services.
- a. **Vision:** Gwinnett is the preferred community where everyone thrives!
 - b. **Mission:** Gwinnett proudly supports our vibrantly connected community by delivering superior services.
 - c. **Values:**
 - i. **Integrity:** We believe in being honest, building trust, and having strong moral principles.
 - ii. **Accountability:** We believe in stewardship, transparency, and sustainability.
 - iii. **Equity:** We believe in fairness and respect for all.
 - iv. **Inclusivity:** We believe in engaging, embracing, and unifying our communities.
 - v. **Innovation:** We believe in continual adaptation of technology, process, and experience.

The new mandatory reporting process and form is provided in Exhibit 2.

IN WITNESS WHEREOF, the parties hereunto have affixed their signatures the year and dates specified below and the Official Seal of the Subrecipient has been affixed.

FOR: City of Snellville

FOR: GWINNETT COUNTY

Signature

Barbara Bender, Mayor

Name / Title

Signature Date

[Impress Corporate Seal Here]

ATTEST:

Signature

Melissa Arnold, City Clerk

Name / Title

Signature Date

Date Approved: **City of Snellville** Governing Body

Date of Approval

[See Also Attached Exhibit(s)]

Signature

Russell Royal, Finance Director,

Gwinnett County Department of Financial Services

Name / Title

Signature Date

Signature

Erik Osetkowski, Division Director,

Gwinnett County Department of Planning and
Development

Name / Title

Signature Date

ATTEST:

Signature

Tina King, County Clerk, Gwinnett County

Name / Title

Signature Date

Approved by: Gwinnett County Board of
Commissioners

Per Minutes Dated 08/05/2025

Approved as to form: _____
Tracy Lettsome, Senior Assistant County Attorney

Note: No Signatures shall be placed within this document on a date prior to action by the governing board of the Subrecipient, approving acceptance of these funds, and authorizing execution of this document. The Resolution of the Governing Board is presented in Exhibit 1.

RESOLUTION OF THE GOVERNING BOARD

City of Snellville

WHEREAS, **City of Snellville** requested Community Development Block Grant [CDBG] Program funding from the Gwinnett County Board of Commissioners; and

WHEREAS, the Gwinnett County Board of Commissioners has awarded **One Million Seventy Two Thousand Three Hundred Fifty Two Dollars(\$1,072,352.00)** from FFY 2025 CDBG Program funds to **City of Snellville** for **Public Facility**

NOW, THEREFORE, the Governing Board of does hereby resolve and authorize the following, as a result of an affirmative majority vote of the Governing Board at a meeting of said Governing Board which was held on

Date of Governing Board Action

1. Acceptance of an FFY 2025 Community Development Block Grant [CDBG] Program award **One Million Seventy Two Thousand Three Hundred Fifty Two Dollars(\$1,072,352.00)** from the Gwinnett County Board of Commissioners to **City of Snellville**
2. Authorize the **Barbara Bender** of the Subrecipient's Governing Board to execute the Community Development Block Grant [CDBG] Program Subrecipient Agreement used by Gwinnett County to award the CDBG Program funds to **City of Snellville**

Certified as accurate and true:

Signature– **Barbara Bender, Mayor**

Signature Date

[IMPRESS CORPORATE SEAL HERE]

EXHIBIT 1

CERTIFICATIONS

EXHIBIT 1
COMMUNITY DEVELOPMENT BLOCK GRANT
GRANTEE CERTIFICATIONS

In accordance with the Housing and Community Development Act of 1974, as amended, ("the Act") and with 24 CFR 570 of the Community Development Block Grant regulations, the Subrecipient certifies that:

- (a) It possesses legal authority to accept and execute a Community Development Block Grant award from Gwinnett County;
- (b) Its governing body has duly adopted or passed, by at least a majority vote, as an official act a resolution, motion or similar action authorizing the acceptance of this grant for the purposes specified in this Agreement and directing and authorizing its appropriate personnel to execute and implement this Agreement and to provide to the County such additional information as may be required;
- (c) Provides for and encourages citizen participation, with particular emphasis on participation by persons of low- and-moderate income who are residents of slum and blighted areas and of areas in which funds are proposed to be used, and provides for participation of residents in low- and moderate-income neighborhoods, as defined by the County;
- (d) Provides citizens with reasonable and timely access to local meetings, information, and records relating to the Subrecipient's use of funds, as specified in this Agreement,
- (e) Provides for public hearings to obtain citizen views and to respond to proposals and questions at all stages of the Housing and Community Development Division, which hearings shall be held after adequate notice, at times and locations convenient to potential or actual beneficiaries, and with accommodation for persons with disabilities;
- (f) Identifies how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate;
- (g) The grant will be conducted and administered in compliance with:
 - 1. Title VI of the Civil Rights Act of 1964 (Public Law 88-352, 42 U.S.C. Sec. 2000d et seq.); and
 - 2. The Fair Housing Act (42 U.S.C. 3601-20);
- (h) It will affirmatively further fair housing;
- (i) It will carry out the activities specified in this Agreement consistent with the goals, objectives, and strategies of the Gwinnett County Consolidated Plan;
- (j) It will not attempt to recover any capital costs of public improvements assisted in whole or in part with funds provided under section 106 of the Act or with amounts resulting from a guarantee under section 108 of the Act by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless:
 - 1. Funds received under section 106 of the Act are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Title I of the Act; or

2. For purposes of assessing any amount against properties owned and occupied by persons of moderate income, the grantee certifies to the Secretary that it lacks sufficient funds received under section 106 of the Act to comply with the requirements of subparagraph (1) above;
- (k) Its notification, inspection, testing and abatement procedures concerning lead-based paint will comply with 24 CFR Part 570.608;
- (l) It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, as required under 24 CFR Part 570.606;
- (m) It has adopted and is enforcing:
1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;
- (n) To the best of its knowledge and belief:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
 3. It will require that the language of paragraph (n) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly;
- (o) It will or will continue to provide a drug-free workplace by:
1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 2. Establishing an ongoing drug-free awareness program to inform employees about -
 - (a) The dangers of drug abuse in the workplace;
 - (b) The grantee's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and

- (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- 3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph I;
- 4. Notifying the employee in the statement required by subparagraph 1 that, as a condition of employment under the grant, the employee will:
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
- 5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted -
 - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- 7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.
- 8. The site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

**City of Snellville
2342 Oak Road
Snellville, GA, 30078
Gwinnett County, GA**

(p) It will comply with the other provisions of the Act and with other applicable laws.

[CDBG CERTIFICATION SIGNATURE PAGE – PROVIDED ON NEXT PAGE]

COMMUNITY DEVELOPMENT BLOCK GRANT

GRANTEE CERTIFICATIONS

SUBRECIPIENT SIGNATURE PAGE

SIGN:

Signature – Subrecipient Chief Elected Official/Board Chair/Other Authorized Official

Barbara Bender

Name - Subrecipient Chief Elected Official/Board Chair/Other Authorized Official

Mayor

Title

Signature Date

ATTEST:

Signature of Person Attesting Signature by Subrecipient's Chief Elected Official or Board Chair

Melissa Arnold

Name - Person Attesting Signature by Subrecipient's Chief Elected Official or Board Chair

City Clerk

Title

Date of Attesting Person's Signature

APPENDIX TO CDBG CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING AND DRUG-FREE WORKPLACE REQUIREMENTS:

A. Lobbying Certification - Paragraph n

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

B. Drug-Free Workplace Certification - Paragraph o

1. By signing and executing this Agreement, the Subrecipient is providing the certification set out in paragraph (o).
2. The certification set out in paragraph (o) is a material representation of fact upon which reliance is placed when the County awards the grant. If it is later determined that the Subrecipient knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. Workplaces under this Agreement shall be identified in this Agreement. Failure to identify all known workplaces constitutes a violation of the Subrecipient's drug-free workplace requirements.
4. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place.
5. If the workplace identified to the County changes during the performance of the grant, the Subrecipient shall inform the County of the change(s), if it previously identified the workplaces in question (see paragraph three).
6. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Subrecipient's attention is called, in particular, to the following definitions from these rules:

"Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C.812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

"Conviction" means a finding of guilt (including a plea of *nolo contendere*) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

"Employee" means the employee of a Subrecipient directly engaged in the performance of work under a grant provided through this Agreement, including: (i) All "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are not on the Subrecipient's payroll. This definition does not include

workers not on the payroll of the Subrecipient (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the Subrecipient's payroll; or employees of subrecipients or subcontractors in covered workplaces).

EXHIBIT 2

SCOPE OF SERVICES

EXHIBIT 2

SCOPE OF SERVICES

The following activities and/or projects shall be carried out by the Subrecipient, under the terms of this Agreement and its accompanying certifications and reporting requirements:

Agency:	City of Snellville
Activity Name:	Public Facility
Project Number:	AD-CD-25-01
CDBG Priority:	TBD
CDBG Eligibility Citation:	24 CFR 570.201(c)
HUD Objective:	TBD
HUD Outcome:	TBD

ACTIVITY DESCRIPTION

The total FFY 2025 CDBG budget for this activity shall not exceed **One Million Seventy Two Thousand Three Hundred Fifty Two Dollars(\$1,072,352.00)**. The Subrecipient shall contribute non-CDBG funds for this activity, if needed, to permit the project to be completed by the termination date. The Subrecipient's CDBG application listed the total project cost at **One Million Seventy Two Thousand Three Hundred Fifty Two Dollars(\$1,072,352.00)** The Agreement shall be effective on **January 1, 2025** and will terminate on **12/31/2029**, after which date, Gwinnett County reserves the right to recapture any remaining unexpended CDBG funds.

Beneficiary Requirements

The Subrecipient shall use the CDBG funds and other non-CDBG funds, if needed, to provide **Public Facility**. Total persons to be served **406** of whom **406 [100.0%]** are income-eligible as defined by the CDBG Program. At least 51% of the households must have income that does not exceed the CDBG Maximum Income Limits applicable at the time the service is provided. Income limits in effect at the time of the preparation of this agreement are contained within the Monthly Services Report, Page 2, of this Exhibit.

General Requirements

A **Monthly Services Report** shall be submitted by the **10th calendar day of the month** following the initial month of operation. A copy of the monthly report shall be transmitted or delivered to the Gwinnett County Housing and Community Development Division Office by the 10th calendar of each month for all months CDBG Public Service funds are being utilized (for services provided during the prior month). The Subrecipient may stop submitting Monthly Service Reports once all Gwinnett County CDBG Public Service funds have been expended, reimbursement has been requested, and the beneficiary goal listed above have been met. The monthly utilization forms shall be retained in the Subrecipient's files and filed with the Gwinnett County Housing and Community Development Division. The services data must be received from the Subrecipient to permit Gwinnett County to record services delivered by the Subrecipient into the HUD Integrated Disbursement and Information System, or any successor or replacement computer system at HUD.

Funds from these grant awards shall only be used to provide services associated with activities identified in this Scope of Services. No involuntary displacement of persons, businesses, or agencies will occur as a result of this CDBG assisted activity. Any changes in this agreement shall be requested by the Subrecipient, in writing, and must be approved by Gwinnett County.

Reimbursement Process

Each request for reimbursement must be submitted to the Gwinnett County Housing and Community Development Division, which shall review and recommend reimbursement to the Subrecipient by the Gwinnett County Department of Financial Services.

Each request for reimbursement submitted to the Gwinnett County Housing and Community Development Division by the Subrecipient shall consist of:

- (1) A letter from your agency requesting reimbursement, identifying the activity and the amount of reimbursement requested; and
- (2) Copies of vendor(s) invoices, your agency's payment voucher(s) (if used by your agency), and your agency's check(s) issued to vendor(s) for expenditures contained in the requests for reimbursement; and
- (3) All payments to vendors(s) shall be reviewed and approved, in writing, by an authorized official of the Subrecipient; and
- (4) No reimbursement requests shall be submitted to the Gwinnett County Housing and Community Development Division without the review and written approval by an authorized official of the Subrecipient; and
- (5) No reimbursement requests shall be submitted to the Gwinnett County Housing and Community Development Division until the Subrecipient has issued its check(s) payable to the vendor(s) identified in the requests for reimbursement.
- (6) The Subrecipient shall maintain documentation in its files to substantiate all expenditures/reimbursement requests, and to demonstrate that it has followed its written procurement procedures [see Item 3, of this Agreement] to obtain the goods and/or services associated with the completion of the activity identified in this Scope of Services.

GWINNETT COUNTY CDBG INVESTMENT EFFICIENCY REPORTING

When CDBG funds are expended, Subrecipients and their vendors [i.e., contractors, subcontractors, and architects/engineers] hire or retain employees as a direct result of the expenditure of CDBG funds. Another important product of the expenditure of CDBG funds is the investment of other governmental or private funds by the Subrecipients to implement and carry out CDBG-funded projects/activities.

Gwinnett County recognizes that the creation or retention of jobs and the investment of non-CDBG funds are important contributions to the local economy. In a pilot-test during 2012, the Gwinnett County Housing and Community Development Division analyzed these data and discovered results that were so dramatic that the reporting process will now be implemented as a permanent part of the Gwinnett County CDBG Program.

Therefore, effective with any new CDBG funds awarded after 10/1/2012, Subrecipient organizations must report the numbers and the dollar value of jobs created and/or retained as a direct result of the investment of CDBG grant funds. The reporting process also captures any non-CDBG funds [government funds or private funds] that are expended as a direct result of CDBG investments. Reports must be submitted by Subrecipients, by the 10th calendar day of each month, to the Gwinnett County Housing and Community Development Division. The Monthly Investment Efficiency Report is contained in this Exhibit.

Reports must be submitted by Subrecipients, by the 10th calendar day of each month, to the Gwinnett County Housing and Community Development Division. The Monthly Expenditure Report, Monthly Services Report, and the Monthly Investment Efficiency Report template is contained in this Exhibit.

The information obtained from the monthly Subrecipient reports will be compiled by the Gwinnett County Housing and Community Development Division and will be reported to local elected officials and managers to document the impact of CDBG job creation/retention and to catalogue the actual non-CDBG funding leveraged by the CDBG expenditures.

RES 2026-02

RESOLUTION OF THE CITY OF SNELLVILLE, GEORGIA

AUTHORIZING PARTICIPATION IN AN AMICUS BRIEF IN CHANG v. CITY OF MILTON ON REMAND BEFORE THE GEORGIA COURT OF APPEALS OR, IF WARRANTED, THE GEORGIA SUPREME COURT

WHEREAS, the litigation styled Chang v. City of Milton arises from claims asserted against the City of Milton, Georgia, related to a 2016 motor vehicle collision on Batesville Road;

WHEREAS, on September 16, 2024, the Georgia Court of Appeals issued its decision in City of Milton v. Chang, 373 Ga. App. 667 (2024);

WHEREAS, the Supreme Court of Georgia thereafter granted certiorari and, on March 12, 2026, vacated the Court of Appeals decision and remanded the case for further proceedings, holding that a municipality's ministerial duty over roadway upkeep and repair did not apply where the alleged unsafe condition was outside the lanes of ordinary travel, City of Milton v. Chang, 2026 WL 695364;

WHEREAS, following remand, the Georgia Court of Appeals will consider the separate question of whether a Georgia municipality may nevertheless be subjected to liability under a so-called nuisance theory for personal injury claims;

WHEREAS, the City recognizes that any asserted waiver of sovereign immunity for nuisance claims resulting in personal injury does not arise from any express constitutional or statutory waiver applicable to municipalities, but instead traces to judicial decisions such as Town of Fort Oglethorpe v. Phillips, 224 Ga. 834 (1968);

WHEREAS, the Supreme Court of Georgia explained in Georgia Department of Natural Resources v. Center for a Sustainable Coast, Inc., 294 Ga. 593 (2014), that waivers of sovereign immunity must come from the Constitution or the General Assembly and that courts may not create new exceptions to sovereign immunity;

WHEREAS, in Mayor & C. of Savannah v. Palmerio, 242 Ga. 224 (1978), Justice Hall, in a concurring opinion, advised that “the time is long past for this court to re-examine its opinion in Town of Ft. Oglethorpe v. Phillips, 224 Ga. 834, 165 S.E.2d 141 (1968);”

WHEREAS, in Gatto v. City of Statesboro, 312 Ga. 164, fn. 6 (2021), the Court observed “[s]ome of us have doubts about the legal foundations of Phillips, which also divorced municipal nuisance liability from its basis in our Constitution's Takings Clause;”

WHEREAS, a nuisance theory that permits personal-injury claims against cities, but not counties, creates an uneven exposure to liability that is not supported by a clear constitutional or statutory waiver;

WHEREAS, Georgia law has long distinguished between nuisance claims that implicate the Takings Clause and nuisance claims seeking damages for personal injury;

WHEREAS, municipalities across the State have a substantial interest in ensuring that any waiver of sovereign immunity remains tied to a constitutional or statutory foundation rather than a judicially created expansion;

WHEREAS, the City finds that it is in the best interests of its citizens and residents to support the City of Milton in seeking an appellate ruling that there is no waiver of municipal sovereign immunity for an alleged nuisance resulting in personal injury, outside the limited context of a nuisance claim amounting to a constitutional taking; and

WHEREAS, the City further finds that Georgia cities should have their collective voice heard on this issue of statewide importance through coordinated amicus participation before the Georgia Court of Appeals and/or the Georgia Supreme Court.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF SNELLVILLE that:

- The City authorizes participation in, support for, and joinder with an amicus curiae brief or briefs to be filed in Chang v. City of Milton on remand before the Georgia Court of Appeals and/or, if further appellate proceedings occur after the Court of Appeals, before the Georgia Supreme Court, and authorizes the City's name to be included as an amicus participant.
- The City supports the position that any purported waiver of a city's sovereign immunity for nuisance claims seeking recovery for personal injury is a judicially created doctrine rather than an express waiver grounded in the Georgia Constitution or an act of the General Assembly.
- The City supports the position that, consistent with Sustainable Coast and related sovereign-immunity precedent, no waiver of municipal sovereign immunity exists for an alleged nuisance resulting in personal injury.
- The Mayor, City Manager, City Attorney, and such other officers as may be appropriate are authorized to take all actions reasonably necessary to implement this Resolution and to coordinate with counsel for the City of Milton and other participating municipalities.

SO RESOLVED this ____ day of _____, 2026.

CITY OF _____,
GEORGIA

ATTEST:

Mayor

City Clerk