



Mayor and City Council Worksession

Thursday, August 07, 2025 at 6:00 PM

Dacula City Hall, Council Chambers

442 Harbins Rd. | P.O. Box 400 | Dacula, Georgia 30019 | (770) 963-7451

Agenda

CALL TO ORDER AND ROLL CALL OF MEMBERS:

OLD BUSINESS:

NEW BUSINESS:

- [1.](#) Intergovernmental agreement for elections equipment
- [2.](#) Authorization to write off and discharge unpaid ad valorem tax bills under \$5.00

MARSHAL UPDATE:

CITY ADMINISTRATOR UPDATE:

MEMBER COMMENT(S) / QUESTION(S):

ADJOURNMENT:

STATE OF GEORGIA

COUNTY OF GWINNETT

AGREEMENT BETWEEN THE CITY OF Dacula AND THE GWINNETT COUNTY
BOARD OF VOTER REGISTRATIONS AND ELECTIONS FOR USE OF ELECTION
EQUIPMENT

THIS AGREEMENT entered into between the City of Dacula, Georgia, a Municipal Corporation, lying within the County of Gwinnett, Georgia, hereinafter referred to as "City" and the Gwinnett County Board of Registrations and Elections, hereinafter referred to as "Board."

WITNESSETH

WHEREAS, the Georgia General Assembly created the Gwinnett County Board of Registrations and Elections having jurisdiction over the conduct of primaries and elections (1988 Ga. Laws, p. 4296, as amended), and provided that the Board was empowered with all the powers and duties relating to the conduct of elections and registration of voters as election superintendent and board of registrars pursuant to the provisions of Title 21 of the Official Code of Georgia; and

WHEREAS, pursuant to 1988 Ga. Laws, p. 4296, as amended, the Board has the authority to contract with any municipal corporation located within Gwinnett County for the holding by the Board of any primary or election to be conducted within the municipal corporation; and

WHEREAS, O.C.G.A. § 21-2-300(e)(1) authorizes the loaning of election equipment to municipalities without a fee; and

WHEREAS, the City and the Board, in the performance of their electoral functions, desire to enter into this contract outlining the duties and obligations of each party to this Agreement in the conduct of any 2025 Municipal Elections for the citizens of the City (hereinafter referred to as the "City Election") as hereinafter described; and

NOW, THEREFORE, in consideration of the premises contained herein, the sufficiency of which is hereby acknowledged, it is hereby agreed by the City and the County as follows:

(1) Conduct of City Election

This Agreement shall govern the use of the Board's Election Equipment by the City for the Election in the City of Dacula. It is the intent of the parties that the use of the Election Equipment in conduct of the City Election shall be in compliance with all applicable federal, state and local legal requirements.

(2) Term of Agreement

The duties and obligations to be performed pursuant to this Agreement shall commence on _____, 2025 and end on December 31, 2025.

(3) Duties and Responsibilities

As used in this subsection the term "City" shall be construed to include the City's designee, agent, or authorized representative. The term "Board" shall be construed to include the Board's designee, agent, or authorized representative.

(a) City

1. The City will be responsible for ordering any and all ballots from its vendor.
2. The City will be responsible for contracting with State approved vendors for programming election equipment and creating Absentee by mail ballots, Provisional voting ballots, Challenge voting ballots and Election Day voting and Advance in person voting.
3. The City will be responsible for obtaining all material forms for the conduct of the election from the Secretary of State's Election Division.
4. The City will be responsible for complying with any and all bilingual election requirements in accordance § 203 of the Voting Rights Act including but not limited to translation and dissemination of election-related materials, Spanish language assistance, and appropriate election/poll official training.
5. The City shall provide the Board with a written request indicating specifically the number of Ballot Marking Devices (hereinafter referred to as BMDs), if any, that the City needs to borrow, as soon as possible, but no less than 60 days prior to election date.
6. The City shall provide the Board with a written request indicating specifically the number of Optical Scanners (hereinafter referred to as "OS Units") for use in scanning and tabulation of absentee, challenge, advance in person and provisionally voted ballots.
7. The City may use a Ballot Marking Device for ballot marking purposes.
8. The City may use printers to print ballots created by the Ballot Marking Device.
9. The City may use optical scanners to scan the printed ballot generated from the printer and created by the Ballot Marking Device
10. The City will be responsible for purchasing specialized security ballot paper from state approved vendor, if BMDs are used for ballot marking purposes.
11. The City will be responsible for and will conduct its own Logic and Accuracy Testing on all equipment.
12. The City will be responsible for hiring and training its own poll officials.
13. The City will be responsible for any training of its staff.
14. The City will be responsible for conducting all aspects of the City Election.
15. The City will be responsible for certifying its own election results.

(b) Board and/or Elections Supervisor

1. The Board shall provide the City with an Electors List.
2. The Board shall provide the City with the specified number of BMD's and/or ICP units and peripheral items as requested.

(c) The Board and the City agree that designated staff shall discuss and schedule dates and times for the City to pick-up the requested equipment. The Board and the City further agree that staff shall set mutually agreeable date and time for the City will return the requested equipment to the Board.

(4) Costs

Any and all costs associated with the conduct of the City Election shall be the responsibility of the City.

(5) Legal Responsibilities

To the extent permitted under Georgia Law, the City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to the City Election. In the event that any of the equipment and/or components become damaged, corrupted, or no longer usable due to the City's use of such equipment and/or components, the City agrees that it will reimburse the County's replacement costs.

(6) Miscellaneous

- (a) The terms of this Agreement shall not be altered, amended, or modified except in writing signed by duly authorized officers or representatives of the parties.
- (b) This Agreement shall be construed under the laws of the State of Georgia.
- (c) If any paragraph, subparagraph, sentence, clause, phrase, or any portion of this Agreement shall be declared invalid or unconstitutional by any court of competent jurisdiction, such invalidity shall not be construed to affect the portions of this Agreement not held to be invalid.
- (d) Any notice of communications hereunder shall be in writing, addressed as follows:

City: City of Dacula
P.O. Box 400
Dacula, GA 30019

Board: Grayson Davis, Assistant Elections Supervisor
 455 Grayson Highway Suite 200
 Lawrenceville, GA 30046
 Grayson.Davis@GwinnettCounty.com

- (e) This Agreement shall be exclusively for the benefit of the City and the Board and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action, or other right.
- (f) The performance of either party hereunder shall be excused if such party is reasonably precluded from performance by the occurrence of an Uncontrollable Circumstance, which shall be defined as follows: Any act, event, or condition, or any combination thereof, that is beyond the reasonable control of the party relying on the same and that materially interferes with the performance of the party's obligations, to include, but not be limited to, (i) acts of God; (ii) fire, flood, hurricane, tornado, and earthquakes; (iii) the failure of any utility provider to provide and maintain utility services through no fault of the party; and (iv) the preemption, confiscation, diversion, destruction, or other interference in possession or performance or supply of materials or services, by or on behalf of, or with the authority of, a governmental body in connection with a declared or asserted public emergency by an entity other than one of the parties; (v) the calling of a special election in Gwinnett County pursuant to O.C.G.A. § 21-2-540 which requires the Board to conduct such special election and use the election equipment for its own purposes thereby rendering said equipment unavailable to fulfill the contractual obligations set forth in this Agreement.
- (g) Each of the individuals who execute this Agreement agrees and represents that he or she is authorized to execute this Agreement on behalf of the respective party.

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals this 7th day of August, 2025.

City of Dacula:

By: _____, Mayor

Attest:

City Clerk, Seal

Gwinnett County Board of Registrations and Elections:

By: David Hancock, Chairman

Attest:

Zach Manifold, Elections Supervisor

Seal



GWINNETT COUNTY
COMMUNITY SERVICES | VOTER REGISTRATIONS AND ELECTIONS
MUNICIPAL ELECTIONS EQUIPMENT REQUEST FORM

For the City of: Dacula Completed By: Courtney Mahady Date: 8/1/2025

Please indicate the quantities required in the Quantity Requested column.

Election Equipment	Quantity Requested	Quantity Returned
BMD (Ballot Marking Device) Unit <i>Includes power cord, privacy panel, and printer cords.</i>		
UPS Battery back-up for BMDs <i>Includes hand cart. One for each 2 BMDs requested.</i>		
ICP (ImageCast Precinct) Scanner <i>Includes ballot bin, power cord.</i>		
Absentee Ballot Drop Box <i>Includes 1 set of keys for the drop box. Verify the key works when picking up. This will need your municipal branding on the drop box.</i>	1	

Miscellaneous Necessary Components	Quantity Requested	Quantity Returned
ATI (Audio Tactile Interface) <i>Contains the keypad and headphones. (Only if using BMD units)</i>		
Voter Access Cards (Only if using BMD units)		
Poll Worker Card (Only if using BMD units)		
Technician Card (Only if using BMD units)		
Keys for ICP Unit (Only if using ICP scanners) (Max of 2 per ICP) <i>Includes security i-button and key.</i>		
* ICP Compact Flash Memory Cards (Only if using ICP scanners) <i>Each ICP requires 2 memory cards. If reusing the same ICP for multiple processes (Election Day, Advance In-Person, etc.) you will need a set for each process</i>		

* This number should be the total number of memory cards being requested, not the number of pairs.

Received By: (City)

Signature:

Date:

Released By: (County)

Signature:

Date:

Returned By: (City)

Signature:

Date:

Received By: (County)

Signature:

Date:



MEMO

TO: Mayor and City Council of the City of Dacula

FROM: Stephen Mayer, Director of Finance

DATE: August 7, 2025

SUBJECT: Authorization to write off and discharge unpaid ad valorem tax bills under \$5.00

The City's ad valorem tax records contain accounts with balances that are less than \$5.00. City staff believe it is inefficient to attempt collections on accounts that have balances below said amount. State law expressly permits taxing authorities to write off and discharge unpaid taxes that are below \$5.00. Write-off and discharge authority rests with the Mayor and City Council. In an effort to be more efficient and cost effective in the tax collections process, staff recommends the City Council write off and discharge all ad valorem tax bills listed on Exhibit A.



**A RESOLUTION
OF THE MAYOR AND CITY COUNCIL OF THE CITY OF DACULA
TO WRITE OFF CERTAIN
DE MINIMIS UNPAID PROPERTY TAXES**

WHEREAS, the Mayor and City Council of the City of Dacula have authorized City staff to perform direct billing and collection of Ad Valorem Property Taxes and Solid Waste Fees; and

WHEREAS, certain unpaid taxes may remain in very small amounts; and

WHEREAS, it is inefficient for the City to attempt to collect amounts under \$5.00; and

WHEREAS, State law provides certain limits and rules for unpaid taxes in amounts less than \$5.00 (O.C.G.A. Sec. 48-3-21.1); and

WHEREAS, it is fair and in the best interest of the affected taxpayers and citizens of the City to write off certain amounts of unpaid taxes within the narrow limits allowed by State law; and

NOW THEREFORE, THE GOVERNING AUTHORITY OF THE CITY OF DACULA, hereby ordains and resolves as follows:

SECTION 1

Those taxpayers listed on Exhibit "A" who have unpaid balances of less than \$5.00 shall be discharged in the amounts due written off.

SECTION 2

In the event any Court of competent jurisdiction determines that any portion of the foregoing resolution is invalid, unconstitutional or otherwise illegal, such rulings shall not impair the validity of the rest and remainder of this resolution.

SO RESOLVED, this ____ day of August, 2025 by the Governing Authority of the City of Dacula.

AYES: ____

NAYES: ____

Hugh D. King, III, Mayor
City of Dacula

Brittini Nix
City Administrator

Exhibit "A"

Unpaid balances Less than \$5.00

Tax Year	Parcel ID	Constituent	Property Class	Unpaid Balance
2023	R5308 002	HILL JEROME D	Real Property	0.42
2024	R5236 128	LABRI GROUP LP	Real Property	0.01
2022	B201821680	GP MOBILE LLC	Personal Property	2.07
2023	M030526	FOWLER JEFFREY W	Personal Property	1.81
2024	B201721305	BACK IN THE GAME PHYSICAL THERAPY	Personal Property	0.44
2024	B202250896	BAUSCH HEALTH US LLC	Personal Property	0.07
2024	B202037999	HUGHES NETWORK SYSTEMS LLC	Personal Property	0.17
2024	B202351730	NORTHSIDE HOSPITAL INC	Personal Property	3.76
2024	B202144583	PRESIDIO TECHNOLOGY CAPITAL LLC	Personal Property	0.01
2024	B201400173	RETIRE WISE FINANCIAL SERVICES	Personal Property	0.01
2024	B403277	SH CAPITAL GAT-6 LLC	Personal Property	0.01
2024	B202246456	VINTAGE PEARLS LLC	Personal Property	3.65
2024	B202144837	VOLTA CHARGING LLC	Personal Property	0.22
2024	M202249451	WILLIAMS CALEB DONOVAN	Personal Property	2.92
2024	M202248559	YOUNG DAVID A	Personal Property	0.58