

STATE OF GEORGIA

COUNTY OF GWINNETT

**INTERGOVERNMENTAL AGREEMENT FOR A SERVICE DELIVERY STRATEGY**

THIS INTERGOVERNMENTAL AGREEMENT FOR A SERVICE DELIVERY STRATEGY is made and entered into this 26<sup>th</sup> day of August, 2014 by and between **GWINNETT COUNTY, GEORGIA**, a political subdivision of the State of Georgia (hereinafter referred to as "COUNTY"); and the **CITY OF PEACHTREE CORNERS**, a municipal corporation chartered by the State of Georgia (hereinafter referred to as "PEACHTREE CORNERS"); each of which has been duly authorized to enter into this AGREEMENT.

**WITNESSETH:**

**WHEREAS**, the Georgia Constitution of 1983, Article 9, Section 2, Paragraph 3(b)(1) prohibits, except as otherwise provided by law, cities or counties from exercising governmental authority within each other's boundaries except by contract; and

**WHEREAS**, pursuant to Article 9, Section 3, Paragraph 1 of the Constitution of Georgia of 1983, Peachtree Corners and the County are authorized to contract with one another for a period not exceeding fifty (50) years for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, provided that such contracts must deal

with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide; and

**WHEREAS**, House Bill 575, enacted during the 2013 Legislative Session of the General Assembly, addressed the provision of certain services by Gwinnett County within Peachtree Corners by amending the City Charter to permit Peachtree Corners to remain in the County's special service districts for police, fire and emergency, and recreation services, and to allow Peachtree Corners to continue to be served by the County's Emergency 9-1-1 System; and

**WHEREAS**, the County and Peachtree Corners have entered into various intergovernmental agreements addressing the terms and conditions upon which the County would provide services within Peachtree Corners, including police services, fire and emergency medical services, recreation services, emergency 9-1-1 services, road resurfacing, road maintenance, stormwater services, ad valorem tax billing and collection, and the collection of hotel/motel and rental car taxes, the terms and conditions of said intergovernmental agreements being incorporated herein by reference; and

**WHEREAS**, the County and Peachtree Corners desire to reaffirm, restate and summarize, by way of reference herein, the terms and conditions upon which the County will provide services within Peachtree Corners; and

**WHEREAS**, the County and Peachtree Corners have duly authorized the execution of this Agreement;

**NOW, THEREFORE**, in consideration of the mutual obligations recited below and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual promises contained herein, the County and Peachtree Corners do agree and consent to the following:

1. **Police Services**

House Bill 575 provided that Peachtree Corners was deemed to be a part of the existing special service district located in Gwinnett County known as the Police Service District and expressly authorized the County to provide such services within Peachtree Corners. House Bill 575 further provided that the participation of Peachtree Corners in the Police Service District was subject to, and in accordance with, the existing terms and conditions of participation as established by the County with other participating cities.

On December 17, 2013, the County and Peachtree Corners entered into an Intergovernmental Agreement to Provide Police Services within the City of Peachtree Corners, the terms and conditions of said Intergovernmental Agreement, a copy of which is attached hereto as Exhibit "A", being incorporated herein by this reference. The said Intergovernmental Agreement provided

that the Police Service District shall include Peachtree Corners and that the County shall provide police services within Peachtree Corners subject to the same terms and conditions as set forth in the Intergovernmental Agreement between Gwinnett County and the Non-Police Cities (Berkeley Lake, Buford, Dacula, Grayson, Rest Haven and Sugar Hill) dated February 7, 2012.

**2. Fire and Emergency Medical Services**

House Bill 575 provided that Peachtree Corners was deemed to be a part of the existing special service district located in Gwinnett County known as the Fire and Emergency Medical Service District and expressly authorized the County to provide such services within Peachtree Corners. House Bill 575 further provided that the participation of Peachtree Corners in the Fire and Emergency Medical Service District was subject to, and in accordance with, the existing terms and conditions of participation as established by the County with other participating cities.

On December 17, 2013, the County and Peachtree Corners entered into an Intergovernmental Agreement to Provide Fire and Emergency Medical Services within the City of Peachtree Corners, the terms and conditions of said Intergovernmental Agreement, a copy of which is attached hereto as Exhibit "B", being incorporated herein by this reference. The said Intergovernmental Agreement provided that the Fire and Emergency

Medical Service District shall include Peachtree Corners and that the County shall provide fire and emergency medical services within Peachtree Corners subject to the same terms and conditions as set forth in the Intergovernmental Agreement between Gwinnett County and the other participating cities dated February 7, 2012.

**3. Recreation Services**

House Bill 575 provided that Peachtree Corners was deemed to be a part of the existing special service district located in Gwinnett County known as the Gwinnett County Recreation District, approved and created by the electors of Gwinnett County by referendum held on November 4, 1986, for the purpose of establishing and maintaining a county-wide parks and recreation system, and expressly authorized the County to provide such services within Peachtree Corners. House Bill 575 further provided that the participation of Peachtree Corners in the Gwinnett County Recreation District was subject to, and in accordance with, the existing terms and conditions of participation as established by Gwinnett County.

**4. Emergency 9-1-1 Services**

House Bill 575 provided that Peachtree Corners shall continue to be served by Gwinnett County's Emergency 9-1-1 System for the provision of emergency 9-1-1 services, including but not limited to, call-taking and emergency dispatch services,

and shall continue to be served by the existing public safety answering points established and operated by the County, all pursuant to the authority of the Georgia Emergency Telephone Number 9-1-1 Service Act of 1977. House Bill 575 further provided that Peachtree Corners shall not create or operate its own emergency 9-1-1 System or public safety answering point and shall not impose or collect a 9-1-1 charge from suppliers of telephone services, including local exchange telephone service or other telephone communication service, wireless service, prepaid wireless service, mobile telecommunications service, computer service, Voice over Internet Protocol service, or any technology that delivers or is required by law to deliver a call to a public safety answering point.

##### **5. Road Resurfacing Services**

On December 17, 2013, the County and Peachtree Corners entered into an Intergovernmental Agreement whereby the County agreed to provide certain road resurfacing services within Peachtree Corners, the terms and conditions of said Intergovernmental Agreement, a copy of which is attached hereto as Exhibit "C", being incorporated herein by this reference. The said Intergovernmental Agreement contemplated that the County and the City would enter into an agreement each calendar year to specifically identify the roads to be resurfaced for

each calendar year and the nature of the work to be completed on the said roads.

On April 29, 2014, the County and Peachtree Corners entered into a 2014 Intergovernmental Agreement to Provide Road Resurfacing, the terms and conditions of the said 2014 Intergovernmental Agreement, a copy of which is attached hereto as Exhibit "D", being incorporated herein by this reference. The said 2014 Intergovernmental Agreement provides that Peachtree Corners shall provide the County with a list of roads that it desires to be resurfaced in calendar year 2014, including the specific resurfacing work that Peachtree Corners desires to be completed on each listed road. The said 2014 Intergovernmental Agreement further provides that Peachtree Corners shall reimburse the County for 100% of the actual costs of the road resurfacing work and inspection.

#### **6. Road Maintenance Services**

On December 17, 2013, the County and Peachtree Corners entered into an Interim Intergovernmental Agreement to Provide Road Maintenance, the terms and conditions of the said Interim Intergovernmental Agreement, a copy of which is attached hereto as Exhibit "E", being incorporated herein by this reference. The said Interim Intergovernmental Agreement provides generally that in return for certain monthly payments the County shall provide routine maintenance to Peachtree Corners' residential

roads as listed in the Interim Intergovernmental Agreement.

On June 24, 2014, the County and Peachtree Corners entered into an Extension of Interim Intergovernmental Agreement to Provide Road Maintenance, the terms and conditions of the said Extension, a copy of which is attached hereto as Exhibit "F", being incorporated herein by this reference.

#### **7. Stormwater Services**

On December 17, 2013, the County and Peachtree Corners entered into an Intergovernmental Agreement whereby the County agreed to provide certain stormwater management systems, facilities and services within Peachtree Corners, the terms and conditions of said Intergovernmental Agreement, a copy of which is attached hereto as Exhibit "G", being incorporated herein by this reference. The said Intergovernmental Agreement contemplated that the County, through its stormwater utility, would provide the same stormwater management systems, facilities, and services within the boundaries of Peachtree Corners as it does in the unincorporated area of the County. On June 30, 2014, Peachtree Corners provided notice to the County that it wished to extend this Agreement for an additional one year term, commencing on January 1, 2015.

8. Ad Valorem Tax Billing and Collection Services

Peachtree Corners is authorized to collect taxes and has the authority to contract with the County and the Tax Commissioner of Gwinnett County pursuant to sections 1.12(a)(27), 6.10, 6.11, 6.18, 6.27 and 8.11(e) and (f) of its City Charter. On May 14, 2013, the County, Peachtree Corners, and Richard K. Steele, the Tax Commissioner of Gwinnett County, entered into an Agreement for Ad Valorem Tax Billing and Collection, the terms and conditions of said Agreement, a copy of which is attached hereto as Exhibit "H", being incorporated herein by this reference. The said Agreement provided generally that the Tax Commissioner shall be responsible for the collection of Peachtree Corner's taxes in such manner as the Tax Commissioner is permitted by law to collect taxes, including the assessment of penalties and interest in the same manner as other taxes, as well as any and all remedies permitted for collection of municipal taxes including issuing executions, levying upon properties, conducting tax sales, and pursuing collections through Bankruptcy Court. In return, the Agreement provided that Peachtree Corners would pay the Tax Commissioner the actual cost associated with the collection of taxes on behalf of Peachtree Corners.

**9. Collection of Hotel/Motel and Rental Car Taxes**

On July 16, 2013, the County and Peachtree Corners entered into An Amendment to the Intergovernmental Agreement for the Provision of Zoning Review and Permitting Services, the terms and conditions of said Amendment, a copy of which is attached hereto as Exhibit "I", being incorporated herein by this reference. The said Amendment provided generally that hotel/motel and rental car taxes collected from facilities within Peachtree Corners would be preserved for use in satisfying the previously incurred bonded indebtedness on the Gwinnett County Civic Center, Arena and Stadium, and that Peachtree Corners would not exercise the power to impose a hotel/motel or rental car tax until such time as these debts are paid in full. The said Amendment further provided that the County would impose excise taxes within the corporate limits of Peachtree Corners and that the use and distribution of such taxes would be as provided by law.

**10. Other Countywide Services**

The County shall provide the following Countywide local government services, for the benefit of residents, businesses, and property owners of the unincorporated area of the County and Peachtree Corners:

Chairman and District Commissioners

Clerk of the Commission

Comprehensive Long-Range Planning  
Economic Development  
Community Services  
Elections  
Corrections  
Animal Welfare & Enforcement  
Homeland Security/Emergency Management  
Probation  
Clerk of Court  
District Attorney  
Judiciary  
Juvenile Court  
Probate Court  
Judges, Other Than Recorder's Court Judges  
Sheriff  
Solicitor General (portion not attributable to  
Recorder's Court)  
Tax Commissioner  
Tax Assessor  
Non-Departmental Expenses  
Subsidized Agencies  
Parks and Recreation within the previously created  
county wide special service district  
Transportation  
Contributions to Capital Funds for Capital  
Improvements

Indigent Defense and Medical Care  
Transit  
Forestry  
Inmate Housing and Medical Care  
Graffiti Removal  
Libraries  
Medical Examiner  
Pauper Burial  
Chemical/Biological Hazard Disposal  
800 MHz Radio

These services may be expanded or contracted to best meet the needs of the community and population. The County shall provide these services equitably for the benefit of residents, businesses, and property owners of the unincorporated area of the County and Peachtree Corners. The County shall retain its discretion to begin, modify, or discontinue the above services as the County finds necessary to meet its obligations and statutory responsibilities and as deemed to be in the best interest of County and Peachtree Corners' taxpayers, residents and businesses from time to time.

11. In the event of a conflict between any of the terms and conditions as stated in this Intergovernmental Agreement and any of the terms and conditions as previously stated in an existing intergovernmental agreement between the parties referenced

herein, the terms and conditions of the existing intergovernmental agreement referenced herein shall be controlling.

12. The Parties acknowledge that the terms of this Agreement constitute the entire understanding and agreement of the Parties regarding the subject matter, rights and remedies of this Agreement.

13. If a court of competent jurisdiction renders any provision of this Agreement (or a portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision shall be severed, and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement.

14. All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally or sent by registered or certified United States mail, postage prepaid as follows:

a. If to the City Peachtree Corners:

City Manager  
147 Technology Parkway, N.W.  
Suite 200  
Peachtree Corners, GA 30092

b. If to Gwinnett County:

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

Any party may at any time change the address where notices are to be sent or the person to whom such notices should be directed by the delivery or mailing to the above persons of a notice stating the change.

IN WITNESS WHEREOF, the Parties hereto acting through their duly authorized agents have caused this Agreement to be signed, sealed and delivered for final execution by the County on the date indicated herein.

ATTEST:

CITY OF PEACHTREE CORNERS

By: Kym CHERECK

KYM CHERECK  
CITY CLERK

CITY OF PEACHTREE CORNERS

[SEAL]

APPROVED AS TO FORM:

By: WILLIAM F. RILEY

WILLIAM F. RILEY  
CITY ATTORNEY



By: Mike Mason

MIKE MASON, MAYOR

DATE: August 19, 2014

(Signatures continued on following page)

ATTEST:

By: Tina M King  
Deputy Tina King  
COUNTY CLERK

[SEAL]



GWINNETT COUNTY, GEORGIA

By:

Charlotte J. Nash

CHARLOTTE J. NASH

CHAIRMAN

GWINNETT COUNTY BOARD OF  
COMMISSIONERS  
75 LANGLEY DRIVE  
LAWRENCEVILLE, GEORGIA 30046

DATE:

8/29/14

APPROVED AS TO FORM:

By: William J. Linkous, III  
WILLIAM J. LINKOUS, III  
COUNTY ATTORNEY  
GWINNETT COUNTY DEPARTMENT OF LAW  
75 LANGLEY DRIVE  
LAWRENCEVILLE, GEORGIA 30046

STATE OF GEORGIA

COUNTY OF GWINNETT

INTERGOVERNMENTAL AGREEMENT TO PROVIDE POLICE SERVICES WITHIN  
THE CITY OF PEACHTREE CORNERS

THIS AGREEMENT is made and entered into this 17<sup>th</sup> day of December, 2013 by and between GWINNETT COUNTY, GEORGIA, a political subdivision of the State of Georgia (hereinafter referred to as "COUNTY"); and the CITY OF PEACHTREE CORNERS, a municipal corporation chartered by the State of Georgia (hereinafter referred to as "PEACHTREE CORNERS"); each of which has been duly authorized to enter into this AGREEMENT.

WITNESSETH:

WHEREAS, pursuant to Article 9, Section 3, Paragraph 1 of the Constitution of Georgia of 1983, Peachtree Corners and the County are authorized to contract with one another for a period not exceeding fifty (50) years for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, provided that such contracts must deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide; and

**WHEREAS**, the Constitution of the State of Georgia of 1983, Article 9, Section 2, Paragraph 3(a)(2) provides that any county, municipality, or any combination thereof may provide police services; and

**WHEREAS**, the Georgia Constitution of 1983, Article 9, Section 2, Paragraph 3(b)(1) prohibits, except as otherwise provided by law, cities or counties from exercising governmental authority within each other's boundaries except by contract; and

**WHEREAS**, the County and the Cities of Berkeley Lake, Buford, Dacula, Grayson, Rest Haven and Sugar Hill (hereinafter "Non-Police Cities") have previously created a Police Service District by joint resolution, which had an effective date of January 1, 2013; and

**WHEREAS**, the County and the Non-Police Cities have previously entered into an Intergovernmental Agreement dated February 7, 2012, which defined the police services to be provided by the County within this Police Service District, the terms and conditions of said Intergovernmental Agreement being incorporated herein by reference; and

**WHEREAS**, the County and Peachtree Corners desire for Peachtree Corners to join and be included within the said Police Services District and to be subject to the terms and conditions of the Intergovernmental Agreement between the County and the Non-Police Cities, except as set forth herein; and

**WHEREAS**, the County and Peachtree Corners have duly authorized the execution of this Intergovernmental Agreement through appropriate Resolutions adopted by their respective governing bodies;

**NOW, THEREFORE**, in consideration of the mutual obligations recited below and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual promises contained herein, the County and the Peachtree Corners do agree and consent to the following:

1. The purpose of this Agreement is to define the nature and scope of police services to be provided by the County within Peachtree Corners and to provide for the manner of payment for such services.

2. The Police Service District shall include Peachtree Corners and Gwinnett County shall provide police services within Peachtree Corners, subject to the same terms and conditions as set forth in the Intergovernmental Agreement between Gwinnett County and the Non-Police Cities dated February 7, 2012, except as set forth herein. In the event of a conflict between the terms and conditions of this Agreement and the terms and condition of the Intergovernmental Agreement between Gwinnett County and the Non-Police Cities, the terms and conditions of this Agreement shall be controlling. The Consent Order entered

in the case of Gwinnett County v. City of Auburn, et al., Superior Court of Gwinnett County, Georgia Civil Action File Number 09-A-01923, in February, 2012, is not incorporated herein and is not to be construed to be a part of this Agreement.

3. The term of this Agreement shall commence on January 1, 2014, and continue for a period of seven years.

4. After the original term of this Agreement, said Agreement shall automatically renew for three (3) years unless prior to the expiration of the original term or any extension thereof, written notice is given by one party to this Agreement to the other parties thereto at least one hundred twenty (120) days prior to the expiration of the original term or any extension thereof.

5. The Parties acknowledge that the terms of this Agreement constitute the entire understanding and agreement of the Parties regarding the subject matter, rights and remedies of this Agreement.

6. If a court of competent jurisdiction renders any provision of this Agreement (or a portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision shall be severed, and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement.

7. The provisions of this Agreement and any subsequent amendment thereto shall survive any revisions of any Service Delivery Strategy Agreement and the provisions of the Service Delivery Strategy Act.

8. All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally or sent by registered or certified United States mail, postage prepaid as follows:

a. If to the City Peachtree Corners:

City Manager  
147 Technology Parkway, N.W.  
Suite 200  
Peachtree Corners, GA 30092

b. If to Gwinnett County:

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

Any party may at any time change the address where notices are to be sent or the person to whom such notices should be directed by the delivery or mailing to the above persons of a notice stating the change.

IN WITNESS WHEREOF, the Parties hereto acting through their duly authorized agents have caused this Agreement to be signed,

sealed and delivered for final execution by the County on the date indicated herein.

ATTEST:

CITY OF PEACHTREE CORNERS

By:

*Kym Cherek*  
KYM CHERECK  
CITY CLERK  
CITY OF PEACHTREE CORNERS

By:

*Mike Mason*  
MIKE MASON, MAYOR

DATE:

December 17 2013

[SEAL]

APPROVED AS TO FORM:

By:

*Bill Riley*  
BILL RILEY  
CITY ATTORNEY



ATTEST:

GWINNETT COUNTY, GEORGIA

By:

*Diane Kemp*

DIANE KEMP  
COUNTY CLERK



By:

*Charlotte J. Nash*

CHARLOTTE J. NASH  
CHAIRMAN

GWINNETT COUNTY BOARD OF  
COMMISSIONERS  
75 Langley Drive  
Lawrenceville, Georgia 30046

DATE:

12/19/13

APPROVED AS TO FORM:

By:

*Van Stephens*

VAN STEPHENS  
ACTING COUNTY ATTORNEY  
GWINNETT COUNTY DEPARTMENT OF LAW  
75 Langley Drive  
Lawrenceville, Georgia 30046

STATE OF GEORGIA

COUNTY OF GWINNETT

INTERGOVERNMENTAL AGREEMENT TO PROVIDE FIRE AND EMERGENCY  
MEDICAL SERVICES WITHIN THE CITY OF PEACHTREE CORNERS

THIS AGREEMENT is made and entered into this 17<sup>th</sup> day of December, 2013 by and between GWINNETT COUNTY, GEORGIA, a political subdivision of the State of Georgia (hereinafter referred to as "COUNTY"); and the CITY OF PEACHTREE CORNERS, a municipal corporation chartered by the State of Georgia (hereinafter referred to as "PEACHTREE CORNERS"); each of which has been duly authorized to enter into this AGREEMENT.

WITNESSETH:

WHEREAS, pursuant to Article 9, Section 3, Paragraph 1 of the Constitution of Georgia of 1983, Peachtree Corners and the County are authorized to contract with one another for a period not exceeding fifty (50) years for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, provided that such contracts must deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide; and

**WHEREAS**, the Constitution of the State of Georgia of 1983, Article 9, Section 2, Paragraphs 3(a)(1) and (3) provide that any county, municipality, or any combination thereof may provide fire protection and emergency medical services; and

**WHEREAS**, the Georgia Constitution of 1983, Article 9, Section 2, Paragraph 3(b)(1) prohibits, except as otherwise provided by law, cities or counties from exercising governmental authority within each other's boundaries except by contract; and

**WHEREAS**, the County and the Cities of Auburn, Berkeley Lake, Braselton, Buford, Dacula, Duluth, Grayson, Lawrenceville, Lilburn, Norcross, Rest Haven, Snellville, Sugar Hill and Suwanee (hereinafter "Cities") have previously created a Fire and Emergency Medical Services District by joint resolution, which had an effective date of January 1, 2013; and

**WHEREAS**, the County and the Cities have previously entered into an Intergovernmental Agreement dated February 7, 2012, which defined the services to be provided by the County within this Fire and Emergency Medical District, the terms and conditions of said Intergovernmental Agreement being incorporated herein by reference; and

**WHEREAS**, the County and Peachtree Corners desire for Peachtree Corners to join and be included within the said Fire and Emergency Medical Services District and to be subject to the

terms and conditions of the Intergovernmental Agreement between the County and the Cities, except as set forth herein; and

**WHEREAS**, the County and Peachtree Corners have duly authorized the execution of this Intergovernmental Agreement through appropriate Resolutions adopted by their respective governing bodies;

**NOW, THEREFORE**, in consideration of the mutual obligations recited below and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual promises contained herein, the County and the Peachtree Corners do agree and consent to the following:

1. The purpose of this Agreement is to define the nature and scope of fire and emergency medical services to be provided by the County within Peachtree Corners and to provide for the manner of payment for such services.

2. The Fire and Emergency Medical Services District shall hereinafter include Peachtree Corners and Gwinnett County shall provide fire and emergency medical services within Peachtree Corners, subject to the same terms and conditions as set forth in the Intergovernmental Agreement between Gwinnett County and the Cities dated February 7, 2012, except as set forth herein. In the event of a conflict between the terms and conditions of this Agreement and the terms and condition of the

Intergovernmental Agreement between Gwinnett County and the Cities, the terms and conditions of this Agreement shall be controlling. The Consent Order entered in the case of Gwinnett County v. City of Auburn, et al., Superior Court of Gwinnett County, Georgia Civil Action File Number 09-A-01923, in February, 2012, is not incorporated herein and is not to be construed to be a part of this Agreement.

3. The term of this Agreement shall commence on January 1, 2014, and continue for a period of twenty-five (25) years.

4. After the original term of this Agreement, said Agreement shall automatically renew for three (3) years unless prior to the expiration of the original term or any extension thereof, written notice is given by one party to this Agreement to the other parties thereto at least one hundred twenty (120) days prior to the expiration of the original term or any extension thereof.

5. The Parties acknowledge that the terms of this Agreement constitute the entire understanding and agreement of the Parties regarding the subject matter, rights and remedies of this Agreement.

6. If a court of competent jurisdiction renders any provision of this Agreement (or a portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision shall be severed, and the remainder of this

Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement.

7. The provisions of this Agreement and any subsequent amendment thereto shall survive any revisions of any Service Delivery Strategy Agreement and the provisions of the Service Delivery Strategy Act.

8. All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally or sent by registered or certified United States mail, postage prepaid as follows:

a. If to the City Peachtree Corners:

City Manager  
147 Technology Parkway, N.W.  
Suite 200  
Peachtree Corners, GA 30092

b. If to Gwinnett County:

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

Any party may at any time change the address where notices are to be sent or the person to whom such notices should be directed by the delivery or mailing to the above persons of a notice stating the change.

IN WITNESS WHEREOF, the Parties hereto acting through their duly authorized agents have caused this Agreement to be signed, sealed and delivered for final execution by the County on the date indicated herein.

ATTEST:

CITY OF PEACHTREE CORNERS

By: Kym Cherek  
KYM CHERECK  
CITY CLERK  
CITY OF PEACHTREE CORNERS

By: Mike Mason  
MIKE MASON, MAYOR  
DATE: December 17, 2013

[SEAL]

APPROVED AS TO FORM:

By: W. Riley  
BILL RILEY  
CITY ATTORNEY

ATTEST:



GWINNETT COUNTY, GEORGIA

By:

*Diane Kemp*

DIANE KEMP  
COUNTY CLERK



By:

*Charlotte J. Nash*

CHARLOTTE J. NASH  
CHAIRMAN

GWINNETT COUNTY BOARD OF  
COMMISSIONERS  
75 Langley Drive  
Lawrenceville, Georgia 30046

DATE: 12/19/13

APPROVED AS TO FORM:

By:

*Van Stephens*

VAN STEPHENS  
ACTING COUNTY ATTORNEY  
GWINNETT COUNTY DEPARTMENT OF LAW  
75 Langley Drive  
Lawrenceville, Georgia 30046

STATE OF GEORGIA

GWINNETT COUNTY

INTERGOVERNMENTAL AGREEMENT TO PROVIDE ROAD RESURFACING

THIS AGREEMENT, made and entered into this 17<sup>th</sup> day of December, 2013, by and between GWINNETT COUNTY, GEORGIA, a political subdivision of the State of Georgia, (hereinafter referred to as the "County"), and the CITY OF PEACHTREE CORNERS, municipal corporation chartered by the State of Georgia, (hereinafter referred to as the "City").

WITNESSETH:

WHEREAS, pursuant to Article 9, Section 3, Paragraph 1 of the Constitution of Georgia of 1983, the City and the County are authorized to contract with one another for a period not exceeding fifty (50) years for joint service, for the provision of services, or for the joint or separate use of facilities or equipment, provided that such contracts must deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide; and

WHEREAS, the Constitution of the State of Georgia of 1983, Article 9, Section 2, Paragraph 3(a) provides that any county, municipality, or any combination thereof may provide street and road construction and maintenance, including curbs, sidewalks, street lights, and devices to control the flow of traffic on

**EXHIBIT C**

streets and roads constructed by counties and municipalities or any combination thereof; and

**WHEREAS**, the Constitution of the State of Georgia of 1983, Article 9, Section 2, Paragraph 3(b)(1) prohibits, except as otherwise provided by law, cities or counties from exercising governmental authority within each other's boundaries except by contract; and

**WHEREAS**, at the request of the City and in order to aid in the City's transition, the parties have agreed to the terms of this Intergovernmental Agreement whereby the County will provide certain services within the City; and

**WHEREAS**, the County and the City have duly authorized the execution of this Intergovernmental Agreement through appropriate Resolutions adopted by their respective governing bodies;

**NOW, THEREFORE**, in consideration of the mutual obligations recited below and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual promises contained herein, the County and the Cities do agree and consent to the following:

## ARTICLE I

### PURPOSE, TERM AND RENEWAL

1. The purpose of this Agreement is to define the nature and scope of road resurfacing to be provided by the County to the City and to provide for the manner of payment for such services.

2. The term of this Agreement shall commence on January 1, 2014, and continue for a period of one (1) year.

3. After the original term of this Agreement, and upon agreement of both parties the Agreement may renew for one (1) year. Written notice of a desire to renew must be given by one party to this Agreement to the other party thereto at least sixty (60) days prior to the expiration of the original term or any extension thereof.

## ARTICLE II

### ROAD RESURFACING SERVICES PROVIDED

#### TO THE CITY

4. In addition to maintaining the County road system as shown on the County's road map, marked as Exhibit "A" attached hereto, Gwinnett County shall resurface roads designated by the City in accordance with the paragraphs set forth below.

a. The City shall provide the County with a list of roads it desires to be resurfaced in each calendar year by January

31 of that calendar year based upon available city funds and estimated costs of resurfacing including but not limited to administration resurfacing and inspection and management inspection. This list shall include the specific resurfacing work that the City desires to be completed on each road. After receiving the City's list of roads designated for resurfacing, City and County staff shall prepare an estimated cost for the resurfacing of the listed roads, including, but not limited to, the costs for the completion of the road resurfacing, the costs for administering the contract, and the actual costs for the inspection of the resurfacing.

- b. The County shall, through its procurement process, advertise, bid, and subsequently award demand contracts for the County's and City's road resurfacing. After the contract, or contracts, are awarded, the City and County will work together as needed to adjust the City's list of roads to be resurfaced to meet the City's allocated funds and actual resurfacing and inspection costs.
- c. The City shall reimburse the County for 100% of the actual costs of the road resurfacing work and inspection. These costs shall be billed to the City by the County on a monthly basis. The City shall pay the County the billed costs within thirty (30) days of receipt. Payments which

are received more than thirty (30) days after billing shall accrue interest at the rate of seven (7) percent per annum.

- d. At the completion of the road resurfacing, the County shall notify the City of the completion and acceptance of the road resurfacing, and thereafter any further maintenance issues shall be the responsibility of the City.
- e. The City and County shall enter into a separate agreement each calendar year which shall specifically identify the roads to be resurfaced in that particular calendar year with a specific description of the nature and extent of the work to be completed on each road. These yearly agreements shall govern the resurfacing projects for that specific calendar year as agreed upon by the parties in scope and nature. The procedures set forth in paragraphs (a) through (d) above shall be used as guidance in crafting and implementing these yearly agreements.

### **ARTICLE III**

#### **ADMINISTRATIVE COSTS**

- 5. The City shall remit to the County a fee of \$15,000.00 for the costs of administration of this Agreement by February 1, 2014.

## ARTICLE IV

### DEFAULT AND DISPUTE RESOLUTION

6. If an event of default occurs, in the determination of the City, it shall notify the County in writing, specify the basis for the default, and advise the County that the default must be cured to the City's reasonable satisfaction within a thirty (30) day period. The City may grant additional time to cure the default, as the City may deem appropriate, without waiver of any of the City's rights, so long as the County has commenced curing the default and is effectuating a cure with diligence and continuity during the thirty (30) day period, or any longer period which the City prescribes. If the default is not cured within such time, then the parties shall participate in mediation to attempt to resolve the matter, said mediation to be supervised by a Senior Judge with substantial experience involving local government law. If an event of default occurs, in the determination of the County, it shall notify the City in writing, specify the basis for the default, and advise the City that the default must be cured to the County's reasonable satisfaction within a thirty (30) day period. The County may grant additional time to cure the default, as the County may deem appropriate, without waiver of any of the County's rights, so long as the City has commenced curing the default and is effectuating a cure with diligence and continuity during the

thirty (30) day period, or any longer period which the County prescribes. If the default is not cured within such time, then the parties shall participate in mediation to attempt to resolve the matter, said mediation to be supervised by a Senior Judge with substantial experience involving local government law.

## ARTICLE V

### DEFENSE AND INDEMNIFICATION

7. The City hereby agrees to protect, defend, indemnify, and hold harmless the County, its commissioners, officers, agents, and employees from and against any liability, damages, claims, suits, liens, and judgments for whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons. The City's obligation to protect, defend, indemnify, and hold harmless, as set forth hereinabove shall include any matter arising out of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations. The City further agrees to protect, defend, indemnify, and hold harmless the County, its commissioners, officers, agents, and employees from and against any and all claims or liability for

compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the City.

#### **ARTICLE VI**

##### **RELEASE AND LIMITATION OF LIABILITY**

8. The City hereby agrees to release and hold harmless the County from any and all liability for damages to property, bodily injury, or death to any person. The City also agrees that the County shall not be liable for indirect, incidental, or consequential damages or for any lost profits, savings or revenues of any kind.

#### **ARTICLE VII**

##### **WARRANTY EXCLUSIONS**

9. The County, its affiliates, contractors, subcontractors, and suppliers make no warranties or representations of any kind or character, express, implied, statutory or otherwise and specifically disclaim any warranty of merchantability or warranty of fitness for a particular purpose.

#### **ARTICLE VIII**

##### **FORCE MAJURE**

10. The City agrees that the County shall not be held liable for any delay, failure in performance, loss or damage due to force majeure conditions, including but not limited to fire, explosion, power failures, pest damage, lightning, extreme heat or cold, power surges, strikes, labor disputes, water, acts of

God, the elements, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, inability to obtain transportation, fuel or energy shortages, failure of either performance or availability of communication services or networks, and failure of a third-party to act notwithstanding reasonable efforts on the part of the County or other causes beyond the County's control.

#### **ARTICLE IX**

##### **AMENDMENTS**

11. This Agreement may be modified at any time by mutual written consent of the County and the City, as approved by the parties' governing authorities, provided, however, that the City may enter into additional agreements with the County for the addition and/or deletion of services.

#### **ARTICLE X**

##### **ASSIGNABILITY**

12. No party shall assign any obligation or benefit of this Agreement without the written authorization of the governing authorities of all parties hereto.

#### **ARTICLE XI**

##### **ENTIRE AGREEMENT AND SEVERABILITY**

13. The Parties acknowledge that the terms of this Agreement constitute the entire understanding and agreement of

the Parties regarding the subject matter, rights and remedies of this Agreement.

14. If a court of competent jurisdiction renders any provision of this Agreement (or a portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision shall be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement.

## ARTICLE XII

### NOTICES

15. All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally or sent by registered or certified United States mail, postage prepaid as follows:

a. If to the City of Peachtree Corners:

City Manager  
147 Technology Parkway, N.W.  
Suite 200  
Peachtree Corners, GA 30092

b. If to Gwinnett County:

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

Any party may at any time change the address where notices are to be sent or the person to whom such notices should be directed by the delivery or mailing to the above persons of a notice stating the change.

**IN WITNESS WHEREOF**, the Parties hereto acting through their duly authorized agents have caused this Agreement to be signed, sealed and delivered for final execution by the County on the date indicated herein.

ATTEST:

By: Kym Cherek

KYM CHERECK  
CITY CLERK  
CITY OF PEACHTREE CORNERS

CITY OF PEACHTREE CORNERS

By: Mike Mason

MIKE MASON, MAYOR

DATE: December 17, 2013

[SEAL]

APPROVED AS TO FORM:

By: Bill Riley

BILL RILEY  
CITY ATTORNEY



ATTEST:

GWINNETT COUNTY, GEORGIA

BY:

*Diane Kemp*  
DIANE KEMP  
COUNTY CLERK



BY:

*Charlotte J. Nash*  
CHARLOTTE J. NASH  
CHAIRMAN  
GWINNETT COUNTY BOARD OF  
COMMISSIONERS  
75 Langley Drive  
Lawrenceville, Georgia 30046

DATE: 12/19/13

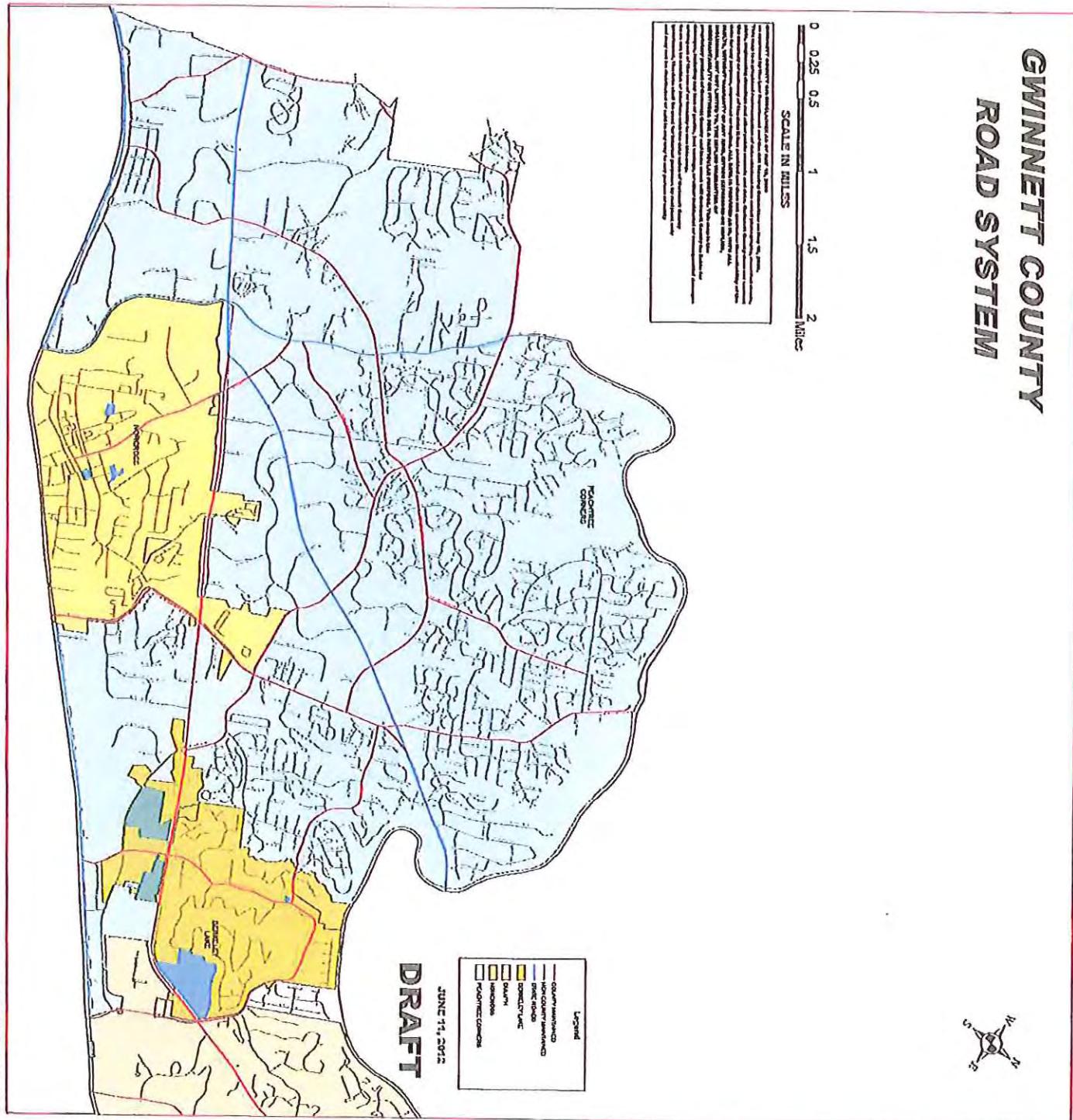
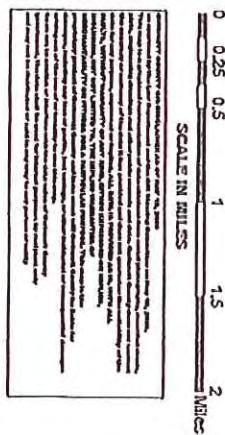
APPROVED AS TO FORM:

BY:

*Van Stephens*  
VAN STEPHENS  
ACTING COUNTY ATTORNEY  
GWINNETT COUNTY DEPARTMENT OF LAW  
75 Langley Drive  
Lawrenceville, Georgia 30046

## **"EXHIBIT A"**

# GWINNETT COUNTY ROAD SYSTEM



STATE OF GEORGIA

GWINNETT COUNTY

2014 INTERGOVERNMENTAL AGREEMENT TO PROVIDE ROAD RESURFACING

THIS AGREEMENT, made and entered into this 29<sup>th</sup> day of April, 2014, by and between GWINNETT COUNTY, GEORGIA, a political subdivision of the State of Georgia, (hereinafter referred to as the "County"), and the CITY OF PEACHTREE CORNERS, municipal corporation chartered by the State of Georgia, (hereinafter referred to as the "City").

WITNESSETH:

WHEREAS, pursuant to Article 9, Section 3, Paragraph 1 of the Constitution of Georgia of 1983, the City and the County are authorized to contract with one another for a period not exceeding fifty (50) years for joint service, for the provision of services, or for the joint or separate use of facilities or equipment, provided that such contracts must deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide; and

WHEREAS, the Constitution of the State of Georgia of 1983, Article 9, Section 2, Paragraph 3(a) provides that any county, municipality, or any combination thereof may provide street and road construction and maintenance, including curbs, sidewalks, street lights, and devices to control the flow of traffic on

EXHIBIT D

streets and roads constructed by counties and municipalities or any combination thereof; and

**WHEREAS**, the Constitution of the State of Georgia of 1983, Article 9, Section 2, Paragraph 3(b)(1) prohibits, except as otherwise provided by law, cities or counties from exercising governmental authority within each other's boundaries except by contract; and

**WHEREAS**, at the request of the City and in order to aid in the City's transition, the parties entered into an Intergovernmental Agreement on December 17, 2013, whereby the County agreed to provide certain road resurfacing services within the City; and

**WHEREAS**, that December 17, 2013 Intergovernmental Agreement contemplated that the County and the City shall enter into an agreement each calendar year to specifically identify the roads to be resurfaced for each calendar year and the nature of the work to be completed on said Roads; and

**WHEREAS**, the County and the City have duly authorized the execution of this 2014 Intergovernmental Agreement through appropriate Resolutions adopted by their respective governing bodies;

**NOW, THEREFORE**, in consideration of the mutual obligations recited below and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in

consideration of the mutual promises contained herein, the County and the Cities do agree and consent to the following:

## **ARTICLE I**

### **PURPOSE, TERM AND RENEWAL**

1. The purpose of this Agreement is to define the nature and scope of road resurfacing to be provided by the County to the City and to provide for the manner of payment for such services for the 2014 calendar year.

2. The term of this Agreement shall commence on January 1, 2014, and continue through December 31, 2014.

## **ARTICLE II**

### **ROAD RESURFACING SERVICES PROVIDED**

#### **TO THE CITY**

3. The City provided the County with a list of roads it desires to be resurfaced in calendar year 2014. This list is attached hereto as Exhibit "A" and includes the specific resurfacing work that the City desires to be completed on each listed road. The City shall notify the County in writing of any additions, removals, changes in scope of work, or any other changes the City wishes to make to the list set forth in Exhibit "A" by August 31, 2014. The County is not obligated to honor any changes submitted by the City to Exhibit "A" after August 31, 2014.

4. The City has designated \$1,500,000.00 for the 2014 resurfacing work. This amount includes the estimated cost of resurfacing, including but not limited to, the costs for the completion of the road resurfacing, the costs for administering the contract, and the actual costs for the inspection of the resurfacing. The City agrees that should its designated amount of \$1,500,000.00 be insufficient to cover the cost of all roads listed on Exhibit "A" that the City shall provide additional funding to cover these costs. If additional funding is not provided by the City, the County shall cease resurfacing efforts upon the roads listed in Exhibit "A" when existing funds are exhausted.

5. The City shall reimburse the County for 100% of the actual costs of the road resurfacing work and inspection. These costs shall be billed to the City by the County on a monthly basis. The City shall pay the County the billed costs within thirty (30) days of receipt. Payments which are received more than thirty (30) days after billing shall accrue interest at the rate of seven (7) percent per annum.

6. The City agrees that the terms of the County's "Resurfacing of County Roads Contract" will govern both the road resurfacing within the City as well as within Unincorporated Gwinnett County.

7. At the completion of the road resurfacing, the County shall notify the City of the completion and acceptance of the road resurfacing, and thereafter any further maintenance issues shall be the responsibility of the City.

### **ARTICLE III**

#### **DEFAULT AND DISPUTE RESOLUTION**

8. If an event of default occurs, in the determination of the City, it shall notify the County in writing, specify the basis for the default, and advise the County that the default must be cured to the City's reasonable satisfaction within a thirty (30) day period. The City may grant additional time to cure the default, as the City may deem appropriate, without waiver of any of the City's rights, so long as the County has commenced curing the default and is effectuating a cure with diligence and continuity during the thirty (30) day period, or any longer period which the City prescribes. If the default is not cured within such time, then the parties shall participate in mediation to attempt to resolve the matter, said mediation to be supervised by a Senior Judge with substantial experience involving local government law. If an event of default occurs, in the determination of the County, it shall notify the City in writing, specify the basis for the default, and advise the City that the default must be cured to the County's reasonable satisfaction within a thirty (30) day period. The County may

grant additional time to cure the default, as the County may deem appropriate, without waiver of any of the County's rights, so long as the City has commenced curing the default and is effectuating a cure with diligence and continuity during the thirty (30) day period, or any longer period which the County prescribes. If the default is not cured within such time, then the parties shall participate in mediation to attempt to resolve the matter, said mediation to be supervised by a Senior Judge with substantial experience involving local government law.

#### **ARTICLE IV**

##### **DEFENSE AND INDEMNIFICATION**

9. The City hereby agrees to protect, defend, indemnify, and hold harmless the County, its commissioners, officers, agents, and employees from and against any liability, damages, claims, suits, liens, and judgments for whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons. The City's obligation to protect, defend, indemnify, and hold harmless, as set forth hereinabove shall include any matter arising out of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations. The City

further agrees to protect, defend, indemnify, and hold harmless the County, its commissioners, officers, agents, and employees from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the City.

#### **ARTICLE V**

##### **RELEASE AND LIMITATION OF LIABILITY**

10. The City hereby agrees to release and hold harmless the County from any and all liability for damages to property, bodily injury, or death to any person. The City also agrees that the County shall not be liable for indirect, incidental, or consequential damages or for any lost profits, savings or revenues of any kind.

#### **ARTICLE VI**

##### **WARRANTY EXCLUSIONS**

11. The County, its affiliates, contractors, subcontractors, and suppliers make no warranties or representations of any kind or character, express, implied, statutory or otherwise and specifically disclaim any warranty of merchantability or warranty of fitness for a particular purpose.

#### **ARTICLE VII**

##### **FORCE MAJURE**

12. The City agrees that the County shall not be held liable for any delay, failure in performance, loss or damage due

to force majeure conditions, including but not limited to fire, explosion, power failures, pest damage, lightning, extreme heat or cold, power surges, strikes, labor disputes, water, acts of God, the elements, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, inability to obtain transportation, fuel or energy shortages, failure of either performance or availability of communication services or networks, and failure of a third-party to act notwithstanding reasonable efforts on the part of the County or other causes beyond the County's control.

## **ARTICLE VIII**

### **AMENDMENTS**

13. This Agreement may be modified at any time by mutual written consent of the County and the City, as approved by the parties' governing authorities, provided, however, that the City may enter into additional agreements with the County for the addition and/or deletion of services.

## **ARTICLE IX**

### **ASSIGNABILITY**

14. No party shall assign any obligation or benefit of this Agreement without the written authorization of the governing authorities of all parties hereto.

## **ARTICLE X**

### **ENTIRE AGREEMENT AND SEVERABILITY**

15. The Parties acknowledge that the terms of this Agreement constitute the entire understanding and agreement of the Parties regarding the subject matter, rights and remedies of this Agreement.

16. If a court of competent jurisdiction renders any provision of this Agreement (or a portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision shall be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement.

## **ARTICLE XI**

### **NOTICES**

17. All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally or sent by registered or certified United States mail, postage prepaid as follows:

a. If to the City of Peachtree Corners:

City Manager  
147 Technology Parkway, N.W.  
Suite 200  
Peachtree Corners, GA 30092

b. If to Gwinnett County:

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

Any party may at any time change the address where notices are to be sent or the person to whom such notices should be directed by the delivery or mailing to the above persons of a notice stating the change.

**IN WITNESS WHEREOF**, the Parties hereto acting through their duly authorized agents have caused this Agreement to be signed, sealed and delivered for final execution by the County on the date indicated herein.

[SIGNATURES TO FOLLOW]

ATTEST:

CITY OF PEACHTREE CORNERS

By: Kym Cherek

KYM CHERECK  
CITY CLERK  
CITY OF PEACHTREE CORNERS

By: Mike Mason

MIKE MASON, MAYOR

DATE: 04/15/14

[SEAL]

APPROVED AS TO FORM:

By: Bill Riley

BILL RILEY  
CITY ATTORNEY



ATTEST:

GWINNETT COUNTY, GEORGIA

BY:

*Diane Kemp*  
DIANE KEMP  
COUNTY CLERK

BY:

*Charlotte J. Nash*  
CHARLOTTE J. NASH  
CHAIRMAN  
GWINNETT COUNTY BOARD OF  
COMMISSIONERS  
75 Langley Drive  
Lawrenceville, Georgia 30046



DATE:

*4/29/14*

APPROVED AS TO FORM:

BY:

*Van Stephens*  
VAN STEPHENS  
ACTING COUNTY ATTORNEY  
GWINNETT COUNTY DEPARTMENT OF LAW  
75 Langley Drive  
Lawrenceville, Georgia 30046

## **"EXHIBIT A"**

Name	From	To	Length (miles)	Length (feet)
			(miles)	(feet)
ALCHEMY PLACE	BANKERS INDUSTRIAL DRIVE	E END	0.08	400
AMBERGLADE COURT	JONES BRIDGE CIRCLE	S END	0.18	950
AMHURST DRIVE	WEST JONES BRIDGE ROAD	WEST JONES BRIDGE ROAD	0.58	3040
AVALON RIDGE PARKWAY	SOUTH OLD PEACHTREE RD	E END	0.62	3270
BRIDGE MILL COURT	SPALDING BRIDGE COURT	W END	0.27	1415
CENTRE COURT	S END	N END	0.22	1180
CORNERS WAY	JAY BIRD ALLEY	PEACHTREE CORNERS CIRCLE	0.36	1920
DENTON CIRCLE	ALLENHURST DRIVE	ALLENHURST DRIVE	0.35	1870
DOVERSHERE DRIVE	WICKERSHIRE DRIVE	N END	0.05	250
DUNWOODY GLEN COURT	DUNWOODY CLUB DRIVE	N END	0.08	400
GOVERNORS LAKE DRIVE	GOVERNORS LAKE PKWY	PEACHTREE INDUSTRIAL BVD	0.16	835
GRAN RIVER GLEN	RIVER HOLLOW RUN	BUSH ROAD	0.27	1415
GREEN POINTE PARKWAY	JONES MILL ROAD	3360' S JONES MILL ROAD	0.64	3360
HIGH MEADOW DRIVE	AMBERGLADE COURT	S END	0.15	770
HIGHCROFT CIRCLE	SOUTH OLD P'TREE	HIGHCROFT CIRCLE	0.65	3450
HUMPHRIES WAY	AMWILER ROAD	N END	0.24	1290
KILLINGSWORTH TRACE	THAMESGATE CLOSE	MILLHOUSE LANE	0.1	540
KINGSTON COURT	PEACHTREE INDUSTRIAL BVD	W END	0.4	2120
LAKE VIEW LANE	1050' E WINTERS CHAPEL	CLEAR LAKE COURT	0.22	1175
MARKHAM COURT	ATLANTIC BOULEVARD	S END	0.13	700
MATCH POINT	GUNNIN ROAD	E END	0.18	950
MCEACHERN WAY	W END	E END	0.09	480
MILLHOUSE LANE	N END	S END	0.28	1500
MOUNTCREEK COURT	MOUNTCREEK PLACE	W END	0.09	490
MOUNTCREEK PLACE	CORNERS WAY	W END	0.15	810
NORTHEAST PARKWAY	AMWILER ROAD	AMWILER ROAD	0.42	2200
PATRICK COURT	FITZPATRICK WAY	S END	0.14	745
PEACHTMONT TERRACE	CORNERS WAY	E END	0.1	515
POPLAR BLUFF CIRCLE	POPLAR SPRINGS DR	POPLAR SPRINGS DR	0.49	2570
POPLAR SPRING COURT	POPLAR SPRINGS DR	N END	0.12	610
RIVER MANSION DRIVE	BUSH ROAD	S END	0.62	3250
SOUTHPORT CROSSING	FORT FISHER WAY	OUTER BANK DRIVE	0.22	1160
SPALDING BRIDGE COURT	MEDLOCK BRIDGE ROAD	E END	0.26	1375
STAVERLY LANE	N END	S END	0.33	1765
WALDEN COURT	JONES BRIDGE CIRCLE	S END	0.04	200
WALDEN TRACE	JONES BRIDGE CIRCLE	N END	0.06	320
WILBANKS DRIVE	GUNNIN ROAD	N END	0.37	1935
WOODSTONE LANE	RIVEREDGE DRIVE	FOXWOOD ROAD	0.15	785
			9.86	

STATE OF GEORGIA

GWINNETT COUNTY

INTERIM INTERGOVERNMENTAL AGREEMENT TO PROVIDE ROAD MAINTENANCE

THIS AGREEMENT, made and entered into this 17<sup>th</sup> day of December, 2013, by and between GWINNETT COUNTY, GEORGIA, a political subdivision of the State of Georgia, (hereinafter referred to as the "County"), and the CITY OF PEACHTREE CORNERS, municipal corporation chartered by the State of Georgia, (hereinafter referred to as the "City").

WITNESSETH:

WHEREAS, pursuant to Article 9, Section 3, Paragraph 1 of the Constitution of Georgia of 1983, the City and the County are authorized to contract with one another for a period not exceeding fifty (50) years for joint service, for the provision of services, or for the joint or separate use of facilities or equipment, provided that such contracts must deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide; and

WHEREAS, the Constitution of the State of Georgia of 1983, Article 9, Section 2, Paragraph 3(a) provides that any county, municipality, or any combination thereof may provide street and road construction and maintenance, including curbs, sidewalks, street lights, and devices to control the flow of traffic on

EXHIBIT E

streets and roads constructed by counties and municipalities or any combination thereof; and

**WHEREAS**, the Constitution of the State of Georgia of 1983, Article 9, Section 2, Paragraph 3(b)(1) prohibits, except as otherwise provided by law, cities or counties from exercising governmental authority within each other's boundaries except by contract; and

**WHEREAS**, at the request of the City and in order to aid in the City's transition, the parties have agreed to the terms of this Intergovernmental Agreement whereby the County will provide certain services within the City; and

**WHEREAS**, the County and the City have duly authorized the execution of this Interim Intergovernmental Agreement through appropriate Resolutions adopted by their respective governing bodies;

**WHEREAS**, at the request of the City and in order to aid in the City's transition, the parties have agreed to the terms of this Intergovernmental Agreement whereby the County will provide certain services within the City; and

**NOW, THEREFORE**, in consideration of the mutual obligations recited below and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual promises contained herein, the County and the Cities do agree and consent to the following:

## ARTICLE I

### PURPOSE, TERM AND RENEWAL

1. The purpose of this Agreement is to define the nature and scope of road maintenance to be provided by the County to the City and to provide for the manner of payment for such services.

2. The term of this Agreement shall commence on January 1, 2014, and continue for a period of one-hundred and eighty (180) days.

3. After the original term of this Agreement, this Agreement may be renewed upon written agreement of both parties for a period of one-hundred and eighty (180) days. Notice of desire to renew by either party shall be given to the other party at least sixty (60) days prior to the expiration of the original term.

## ARTICLE II

### ROAD MAINTENANCE SERVICES PROVIDED

#### TO THE CITY

4. In addition to maintaining the County road system as shown on the County's road map, marked as Exhibit "A" attached hereto, Gwinnett County shall continue to provide routine maintenance to the City's residential roads listed in Exhibit "B" attached hereto. These roads shall be maintained in the same

manner as the county maintained roads during the life of the agreement.

- a. The parties further recognize and agree that routine maintenance does not include non-essential preventive maintenance.
- b. The City agrees that at the completion of all road maintenance performed by the County, the County shall notify the City of the completion and acceptance of the road maintenance, and thereafter any further maintenance issues after the expiration of this Agreement are the sole responsibility of the City.

5. The City shall pay the County \$45,000 per month for the maintenance of these roads by the fifth (5<sup>th</sup>) business day of each month. Payments which are received more than thirty (30) days after the fifth (5<sup>th</sup>) business day of the month shall accrue interest at the rate of seven (7) percent per annum.

### ARTICLE III

#### EVENTS REQUIRING EXTRAORDINARY MAINTENANCE

6. In the instance of an event requiring extraordinary maintenance, including but not limited to snow and ice storm, flooding, and other inclement weather events or natural disasters, the City agrees to pay the County its proportionate

share of the costs incurred which are over and above the monthly fee established in this Agreement.

#### ARTICLE IV

##### DEFAULT AND DISPUTE RESOLUTION

7. If an event of default occurs, in the determination of the City, it shall notify the County in writing, specify the basis for the default, and advise the County that the default must be cured to the City's reasonable satisfaction within a thirty (30) day period. The City may grant additional time to cure the default, as the City may deem appropriate, without waiver of any of the City's rights, so long as the County has commenced curing the default and is effectuating a cure with diligence and continuity during the thirty (30) day period, or any longer period which the City prescribes. If the default is not cured within such time, then the parties shall participate in mediation to attempt to resolve the matter, said mediation to be supervised by a Senior Judge with substantial experience involving local government law. If an event of default occurs, in the determination of the County, it shall notify the City in writing, specify the basis for the default, and advise the City that the default must be cured to the County's reasonable satisfaction within a thirty (30) day period. The County may grant additional time to cure the default, as the County may deem appropriate, without waiver of any of the County's rights,

so long as the City has commenced curing the default and is effectuating a cure with diligence and continuity during the thirty (30) day period, or any longer period which the County prescribes. If the default is not cured within such time, then the parties shall participate in mediation to attempt to resolve the matter, said mediation to be supervised by a Senior Judge with substantial experience involving local government law.

## ARTICLE V

### DEFENSE AND INDEMNIFICATION

8. The City hereby agrees to protect, defend, indemnify, and hold harmless the County, its commissioners, officers, agents, and employees from and against any liability, damages, claims, suits, liens, and judgments for whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons. The City's obligation to protect, defend, indemnify, and hold harmless, as set forth hereinabove shall include any matter arising out of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations. The City further agrees to protect, defend, indemnify, and hold harmless the County, its commissioners, officers, agents, and employees

from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the City.

#### **ARTICLE VI**

##### **RELEASE AND LIMITATION OF LIABILITY**

9. The City hereby agrees to release and hold harmless the County from any and all liability for damages to property, bodily injury, or death to any person. The City also agrees that the County shall not be liable for indirect, incidental, or consequential damages or for any lost profits, savings or revenues of any kind.

#### **ARTICLE VII**

##### **WARRANTY EXCLUSIONS**

10. The County, its affiliates, contractors, subcontractors, and suppliers make no warranties or representations of any kind or character, express, implied, statutory or otherwise and specifically disclaim any warranty of merchantability or warranty of fitness for a particular purpose.

#### **ARTICLE VIII**

##### **FORCE MAJURE**

11. The City agrees that the County shall not be held liable for any delay, failure in performance, loss or damage due to force majeure conditions, including but not limited to fire, explosion, power failures, pest damage, lightning, extreme heat

or cold, power surges, strikes, labor disputes, water, acts of God, the elements, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, inability to obtain transportation, fuel or energy shortages, failure of either performance or availability of communication services or networks, and failure of a third-party to act notwithstanding reasonable efforts on the part of the County or other causes beyond the County's control.

#### **ARTICLE IX**

##### **AMENDMENTS**

12. This Agreement may be modified at any time by mutual written consent of the County and the City, as approved by the parties' governing authorities, provided, however, that the City may enter into additional agreements with the County for the addition and/or deletion of services.

#### **ARTICLE X**

##### **ASSIGNABILITY**

13. No party shall assign any obligation or benefit of this Agreement without the written authorization of the governing authorities of all parties hereto.

#### **ARTICLE XI**

##### **ENTIRE AGREEMENT AND SEVERABILITY**

14. The Parties acknowledge that the terms of this Agreement constitute the entire understanding and agreement of

the Parties regarding the subject matter, rights and remedies of this Agreement.

15. If a court of competent jurisdiction renders any provision of this Agreement (or a portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision shall be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement.

#### **ARTICLE XII**

##### **NOTICES**

16. All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally or sent by registered or certified United States mail, postage prepaid as follows:

a. If to the City of Peachtree Corners:

City Manager  
147 Technology Parkway, N.W.  
Suite 200  
Peachtree Corners, GA 30092

b. If to Gwinnett County:

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

Any party may at any time change the address where notices are to be sent or the person to whom such notices should be directed by the delivery or mailing to the above persons of a notice stating the change.

**IN WITNESS WHEREOF**, the Parties hereto acting through their duly authorized agents have caused this Agreement to be signed, sealed and delivered for final execution by the County on the date indicated herein.

ATTEST:

By:

*Kym Cherek*  
KYM CHERECK  
CITY CLERK  
CITY OF PEACHTREE CORNERS

[SEAL]

APPROVED AS TO FORM:

By:

*WR*  
BILL RILEY  
CITY ATTORNEY

CITY OF PEACHTREE CORNERS

By:

*Mike Mason*  
MIKE MASON, MAYOR

DATE: December 17, 2013



ATTEST:

BY: Diane Kemp BY:  
DIANE KEMP  
COUNTY CLERK



GWINNETT COUNTY, GEORGIA

Charlotte J. Nash  
CHARLOTTE J. NASH  
CHAIRMAN  
GWINNETT COUNTY BOARD OF  
COMMISSIONERS  
75 LANGLEY DRIVE  
LAWRENCEVILLE, GEORGIA 30046

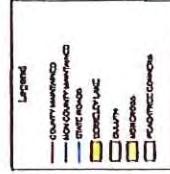
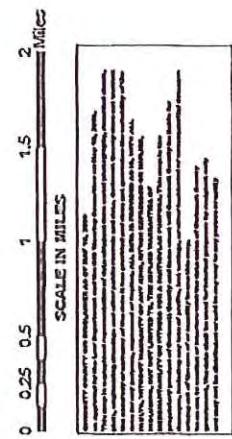
DATE: 12/19/13

APPROVED AS TO FORM:

BY: Van Steph  
VAN STEPHENS  
ACTING COUNTY ATTORNEY  
GWINNETT COUNTY DEPARTMENT OF LAW  
75 LANGLEY DRIVE  
LAWRENCEVILLE, GEORGIA 30046

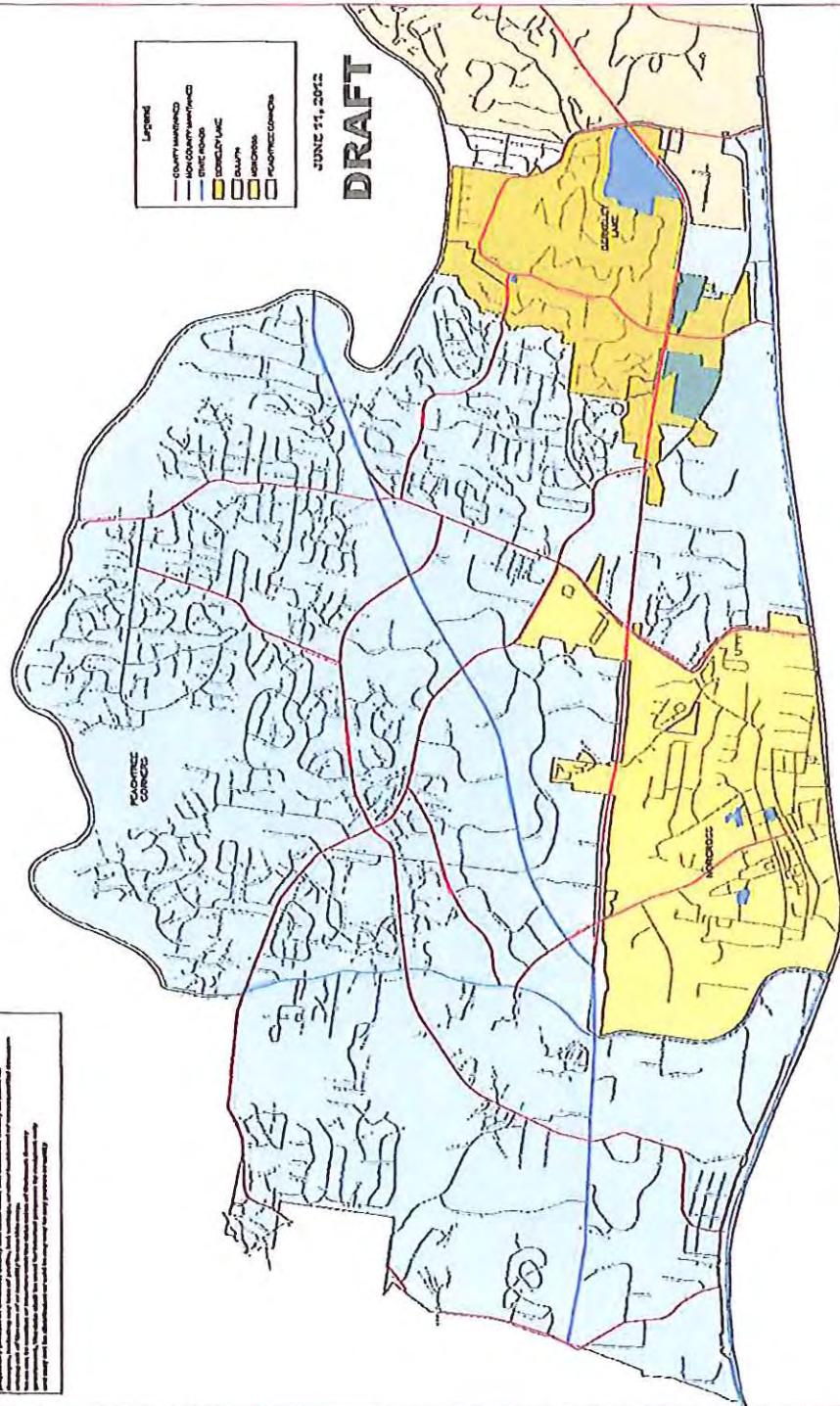
## **“EXHIBIT A”**

# GWINNETT COUNTY ROAD SYSTEM



JUNE 11, 2012

**DRAFT**



## **"EXHIBIT B"**

2nd (SECOND) STREET	FLORIDA AVENUE	PEACHTREE STREET	P2Y	E	0.13
3rd (THIRD) STREET	FLORIDA AVENUE	PEACHTREE STREET	P2Y	E	0.13
3rd (THIRD) STREET	FLORIDA AVENUE	VIRGINIA AVENUE	P2Y	E	0.05
5th (FIFTH) STREET	GILLELAND LANE	VIRGINIA AVENUE	P2Y	E	0.19
ABBY COURT	TILTON LANE	N END	P2Y	E	0.05
ABIGAIL LANE	EDGERTON DRIVE	E END	P2Y	E	0.02
ADD COURT	GUNNIN ROAD	CENTRE COURT	P2Y	E	0.09
ADRIATIC COURT	ATLANTIC BOULEVARD	N END	P2Y	I	0.12
AILLEY COURT	AVERA LANE	E END	P2Y	E	0.14
ALCHEMY PLACE	BANKERS INDUSTRIAL DRIVE	E END	P2Y	I	0.08
ALLENHURST DRIVE	HIGH SHOALS DRIVE	PEACHTREE CORNERS CIRCLE	P2Y	E	0.67
ALLENHURST DRIVE	PEACHTREE CORNERS CIRCLE	COLBERT TRAIL	P2Y	E	0.98
ALTO COURT	ALLENHURST DRIVE	E END	P2Y	E	0.04
ALVATION COURT	FLIPPEN TRAIL	W END	P2Y	E	0.05
AMBERFIELD CIRCLE	CHAVERSHAM LANE	CHABERSHAM LANE	P2Y	E	0.33
AMBERFIELD DRIVE	WEST JONES BRIDGE	ANCIENT AMBER WAY	P2Y	E	0.20
AMBERGLADE COURT	JONES BRIDGE CIRCLE	S END	P2Y	E	0.18
AMHERST COURT	HOLCOMB BRIDGE	W END	P2Y	I	0.07
AMHURST DRIVE	WEST JONES BRIDGE ROAD	WEST JONES BRIDGE ROAD	P2Y	E	0.58
AMWILDER COURT	AMWILDER INDUSTRIAL DRIVE	S END	P2Y	I	0.12
AMWILDER INDUSTRIAL DRIVE	1060' E AMWILDER ROAD	AMWILDER ROAD	P2Y	I	0.20
AMWILDER INDUSTRIAL DRIVE	1060' E AMWILDER ROAD	GATEWAY DRIVE	P2Y	I	0.14
ANCIENT AMBER WAY	N END	N END	P2Y	E	0.36
ANCROFT CIRCLE	MIDDLEWICH LANE	MIDDLEWICH LANE	P2Y	E	0.68
ANCROFT COURT	ANCROFT CIRCLE	E END	P2Y	E	0.03
APPLEGATE COURT	ROSECOMMON DRIVE	E END	P2Y	E	0.07
ARMLEY POINT	REVINGTON DRIVE	N END	P2Y	E	0.14
ARNSDALE DRIVE	BANKSIDE WAY	N END	P2Y	E	0.21
ATLANTIC BOULEVARD	JIMMY CARTER BOULEVARD	MARKHAM COURT	P2Y	I	0.21
AUDLEY LANE	E END	W END	P2Y	E	0.15
AVALA PARK LANE	EAST JONES BRIDGE ROAD	N END	P2Y	E	0.35
AVALON RIDGE PARKWAY	SOUTH OLD PEACHTREE RD	E END	P2Y	I	0.62
AVALON RIDGE PLACE	AVALON RIDGE PARKWAY	S END	P2Y	I	0.11
AVERA LANE	PEACHTREE CORNERS CIRCLE	E END	P2Y	E	0.13
AVOCET COURT	AVOCET DRIVE	N END	P2Y	E	0.12
AVOCET DRIVE	SOUTH OLD PEACHTREE ROAD	W END	P2Y	E	0.52
AXON COURT	COLBERT TRAIL	N END	P2Y	E	0.05
AYERS COURT	WINTERS CHAPEL ROAD	W END	P2Y	E	0.05
BAKER COURT	HOLCOMB BRIDGE ROAD	W END	P2Y	E	0.28
BAMA COURT	QUAIL RIDGE WAY	N END	P2Y	E	0.08

BANKERS INDUSTRIAL DRIVE	NORTHEAST PARKWAY	DEKALB COUNTY LINE	P2Y	1	0.13
BANKERS INDUSTRIAL DRIVE	ALCHEMY PLACE	E END	P2Y	1	0.28
BANKSIDE WAY	MEDLOCK BRIDGE ROAD	N END	P2Y	E	0.65
BANNER LANE	PEACHTREE CORNERS CIRCLE	S END	P2Y	E	0.04
BARRICK LANE	JONES BRIDGE CIRCLE	S END	P2Y	E	0.11
BAY CIRCLE	JONES MILL ROAD	JONES MILL ROAD	P2Y	1	0.38
BELVILLE WAY	FLIPPEN TRAIL	CLINCHFIELD TRAIL	P2Y	E	0.26
BENTLEY PLACE	LOU IVY ROAD	E END	P2Y	E	0.28
BENTLEY PLACE	LOU IVY ROAD	W END	P2Y	E	0.11
BERESFORD COURT	MISSENDELL LANE	E END	P2Y	E	0.09
BERRYTON COURT	CLINCHFIELD TRAIL	E END	P2Y	E	0.12
BIG HOUSE ROAD	RACHEL RIDGE	NEELY FARMS DRIVE	P2Y	E	0.12
BLACKBERRY HILL COURT	RIVER BOTTOM DRIVE	E END	P2Y	E	0.13
BLOOMINGDALE COURT	HIGH SHOALS DRIVE	W END	P2Y	E	0.17
BLUE IRIS COURT	BLUE IRIS HOLLOW	E END	P2Y	E	0.15
BLUE IRIS HOLLOW	ANCIENT AMBER WAY	S END	P2Y	E	0.20
BLUE YARROW RUN	W END	E END	P2Y	E	0.21
BOSTWICK COURT	DENTON CIRCLE	S END	P2Y	E	0.10
BRIDGE COURT	BRIDGEPORT WAY	N END	P2Y	E	0.06
BRIDGE MILL COURT	SPALDING BRIDGE COURT	W END	P2Y	E	0.27
BRIDGEBORO WAY	ALLENHURST DRIVE	N END	P2Y	E	0.13
BRIDGEPORT LANE	E END	EAST JONES BRIDGE ROAD	P2Y	E	0.29
BRIDGEPORT WAY	N END	W END	P2Y	E	0.33
BRINSON WAY	CLINCHFIELD TRAIL	SAPELO TRAIL	P2Y	E	0.18
BROADGREEN DRIVE	EAST JONES BRIDGE ROAD	EDGERTON DRIVE	P2Y	E	0.18
BROADGREEN DRIVE	E END	EAST JONES BRIDGE ROAD	P2Y	E	0.15
BROOMSEdge TRAIL	STATION MILL DRIVE	S END	P2Y	E	0.11
BROWNSTONE DRIVE	RIVEREDGE DRIVE	E END	P2Y	E	0.05
BROXTON CIRCLE	ALLENHURST DRIVE	ALLENHURST DRIVE	P2Y	E	0.36
BRUNNING COURT	EVERETT COURT	W END	P2Y	E	0.03
CADWELL COURT	DENTON CIRCLE	W END	P2Y	E	0.06
CALEB COURT	JONES BRIDGE CIRCLE	S END	P2Y	E	0.09
CANOE COURT	WHITEWATER DRIVE	S END	P2Y	E	0.03
CAPE KURE COURT	FORT FISHER WAY	S END	P2Y	E	0.14
CAPERS CROSSING EAST	OUTER BANK DRIVE	E END	P2Y	E	0.08
CAPERS CROSSING WEST	OUTER BANK DRIVE	W END	P2Y	E	0.11
CASH COURT	JIMMY CARTER BOULEVARD	W END	P2Y	1	0.11
CEDAR CORNERS PLACE	SPALDING DRIVE	W END	P2Y	E	0.26
CEDAR CORNERS TRAIL	CROOKED CREEK ROAD	CROOKED CREEK ROAD	P2Y	E	0.14
CENTRE COURT	S END	N END	P2Y	E	0.22

CHAPEL GLEN COURT	W END	E END	P2Y	E	0.08
CHAPEL GLEN WAY	WINTERS CHAPEL ROAD	CHAPEL GLEN COURT	P2Y	E	0.04
CHAPPELL CIRCLE	CHAPPELL LANE	CHAPPELL LANE	P2Y	E	0.40
CHAPPELL LANE	100' S CHAPPELL CIRCLE	SPRING DRIVE	P2Y	E	0.60
CHAVERSHAM LANE	N END	BLUE YARROW RUN	P2Y	E	0.40
CLEARLAKE COURT	E END	W END	P2Y	E	0.15
CLEMENT COURT	BENTLEY PLACE	E END	P2Y	E	0.06
CLEMENT TRAIL	BENTLEY PLACE	S END	P2Y	E	0.04
CLINCHFIELD TRAIL	FLIPPEN TRAIL	WEST JONES BRIDGE	P2Y	E	0.97
CLIVEDON TERRACE	CREEKSIDE DRIVE	N END	P2Y	E	0.08
CLUB FOREST DRIVE	COURTSIDE DRIVE	N END	P2Y	E	0.11
COLBERT TRAIL	WEST JONES BRIDGE	W END	P2Y	E	0.18
COLDSTREAM LANE	RIVEREDGE DRIVE	N END	P2Y	E	0.03
COLONNADES COURT	NORTHWOODS PARKWAY	N END	P2Y	E	0.12
COPPEDGE COURT	LOU IVY ROAD	W END	P2Y	E	0.08
COPPEDGE TRAIL	MILLER FARMS LANE	LOU IVY ROAD	P2Y	E	0.29
CORLEY ROAD	JIMMY CARTER BOULEVARD	1900' W JIMMY CARTER BVD	P2Y	E	0.36
CORLEY ROAD	1990' W JIMMY CARTER BVD	PEACHTREE STREET	P2Y	E	0.28
CORNER OAK DRIVE	LANGFORD ROAD	E END	P2Y	E	0.15
CORNERS COURT	CEDAR CORNERS TRAIL	S END	P2Y	E	0.08
CORNERS INDUSTRIAL COURT	PEACHTREE CORNERS CIRCLE	W END	P2Y	E	0.21
CORNERS WAY	JAY BIRD ALLEY	PEACHTREE CORNERS CIRCLE	P2Y	E	0.36
COTTNEY CROFT WAY	UNNADINE WAY	E END	P2Y	E	0.06
COURTSIDE DRIVE	SPALDING DRIVE	860' NW PEACHTREE CORNERS	P2Y	E	0.77
COURTSIDE DRIVE NWB	PEACHTREE CORNERS CIRCLE	860' NW PEACHTREE CORNERS	P2Y	E	0.16
COURTSIDE DRIVE SEB	670' NW PEACHTREE COR	PEACHTREE CORNERS CIR	P2Y	E	0.13
COURTSIDE PLACE	COURTSIDE DRIVE	COURTSIDE TERRACE	P2Y	E	0.03
COURTSIDE TERRACE	S END	N END	P2Y	E	0.14
COURTYARDS DRIVE	NORTHWOODS PARKWAY	LANGFORD ROAD	P2Y	E	0.16
COVENA COURT	FLIPPEN TRAIL	E END	P2Y	E	0.05
COVENTRY PARK COURT	COVENTRY PARK LANE	W END	P2Y	E	0.07
COVENTRY PARK LANE	BUSH ROAD	N END	P2Y	E	0.17
CRAB ORCHARD LANE	S END	N END	P2Y	E	0.09
CREEK BROOK DRIVE	MAINSTREAM CIRCLE	N END	P2Y	E	0.11
CREEKSIDER COURT	FITZPATRICK WAY	W END	P2Y	E	0.08
CREEKSIDER DRIVE	GRAYWOOD TRACE	S END	P2Y	E	0.21
CREEKSTONE DRIVE	CROOKED CREEK ROAD	E END	P2Y	E	0.23
CREEKSTONE PLACE	CROOKED CREEK	W END	P2Y	E	0.03
DAFFODIL LANE	FRANK NEELY ROAD	W END	P2Y	E	0.06
DAIRY WAY	HARROW TRACE	S END	P2Y	E	0.10

DATA DRIVE	TRIANGLE PARKWAY	SPALDING DRIVE	P2Y	I	0.23
DAVINCI COURT	PEACHTREE CORNERS CIRCLE	S END	P2Y	I	0.13
DEER MOSS WAY	SCOTT'S MILL RUN	W END	P2Y	E	0.09
DENTON CIRCLE	ALLENHURST DRIVE	ALLENHURST DRIVE	P2Y	E	0.35
DILLARDS MILL WAY	SCOTT'S MILL RUN	W END	P2Y	E	0.14
DOCK COURT	WHITECAP LANE	S END	P2Y	E	0.05
DOERUN COURT	STILSON CIRCLE	W END	P2Y	E	0.15
DOVE FIELD COURT	FRANK NEELY ROAD	E END	P2Y	E	0.08
DOVERSHIRE DRIVE	WICKERSHIRE DRIVE	N END	P2Y	E	0.05
DOVERSHIRE TRACE	WICKERSHIRE DRIVE	N END	P2Y	E	0.03
DUNLIN SHORE COURT	AVOCET DRIVE	W END	P2Y	E	0.45
DUNWOODY CLUB CREEK	DUNWOODY CLUB DRIVE	E END	P2Y	E	0.18
DUNWOODY CLUB DRIVE	DEKALB COUNTY LINE	DEKALB COUNTY LINE	P2Y	S	0.12
DUNWOODY GLEN COURT	DUNWOODY CLUB DRIVE	N END	P2Y	E	0.08
DUNWOODY MILL COURT	DUNWOODY CLUB DRIVE	N END	P2Y	E	0.10
EASTMAN TRAIL	DENTON CIRCLE	PEACHTREE CORNERS CIRCLE	P2Y	E	0.11
EDGERTON DRIVE	E END	ANCIENT AMBER WAY	P2Y	E	0.78
EDGEWATER COURT	RIVERVIEW DRIVE	W END	P2Y	E	0.04
ENDDEN COURT	QUAIL RIDGE WAY	S END	P2Y	E	0.07
ENGINEERING DRIVE	SPALDING DRIVE	PEACHTREE PARKWAY	P2Y	I	0.63
EVERETT COURT	SR 141	S END	P2Y	E	0.38
FAIRGROVE COURT	ROSECOMMON DRIVE	E END	P2Y	E	0.06
FAIRLEY HALL COURT	ARMLEY POINTE	N END	P2Y	E	0.09
FARMINGTON LANE	WILDWOOD FARM DRIVE	S END	P2Y	E	0.18
FELHURST WAY	ANCROFT CIRCLE	ANCROFT CIRCLE	P2Y	E	0.08
FERN PARK COURT	TREADUR BAY LANE	E END	P2Y	E	0.06
FERNWAY COURT	ROSECOMMON DRIVE	N END	P2Y	E	0.05
FIELDING LANE	STILSON CIRCLE	SPRINGFIELD DRIVE	P2Y	E	0.12
FITZPATRICK TERRACE	FITZPATRICK WAY	E END	P2Y	E	0.12
FITZPATRICK TRACE	FITSPATRICK WAY	W END	P2Y	E	0.10
FITZPATRICK WAY	S END	JONES BRIDGE CIRCLE	P2Y	E	0.72
FIFTH STREET	JONES BRIDGE CIRCLE	JONES BRIDGE CIRCLE	P2Y	E	0.54
FLORIDA AVENUE	CLINCHFIELD TRAIL	S END	P2Y	E	0.43
FLORIDA AVENUE	ALLENHURST DRIVE	CLINCHFIELD TRAIL	P2Y	E	0.48
FOLLY PLACE	FIFTH STREET	JONES MILL ROAD	P2Y	E	0.13
FONTENOY COURT	JONES MILL ROAD	E END	P2Y	E	0.30
FORT FISHER WAY	FORT FISHER WAY	W END	P2Y	E	0.11
FOX HILL COURT	WYNTREE DRIVE	W END	P2Y	E	0.09
FORT FISHER WAY	OUTER BANK DRIVE	OUTER BANK DRIVE	P2Y	E	0.40
FOX HILL DRIVE	S END	S END	P2Y	E	0.09

FOX HILL DRIVE	EAST JONES BRIDGE ROAD	JONES BRIDGE CIRCLE	P2Y	E	0.38
FOXWOOD ROAD	BUSH ROAD	RIVEREDGE DRIVE	P2Y	E	0.43
FRANK NEELY ROAD	SPALDING DRIVE	RACHEL RIDGE	P2Y	S	0.62
FREEDOM LANE	S BERKLEY LAKE ROAD	SOUTH OLD PEACHTREE	P2Y	E	0.32
FRUITBURST LANE	GLEN MEADOW DRIVE	E END	P2Y	E	0.10
GALLATRREE LANE	JONES BRIDGE ROAD	N END	P2Y	E	0.19
GARDEN COURT	HEATHWOOD LANE	S END	P2Y	E	0.03
GARNABY LANE	BROADGREEN DRIVE	W END	P2Y	E	0.28
GATEWAY DRIVE	PEACHTREE INDUSTRIAL BVD	AMWILER INDUSTRIAL DRIVE	P2Y	I	0.24
GATEWOOD CIRCLE	GATEWOOD LANE	E END	P2Y	E	0.06
GATEWOOD LANE	RIVER COURT	RIDGEGATE DRIVE	P2Y	E	0.28
GATEWOOD LANE	3RD STREET	E END	P2Y	E	0.23
GEORGIA AVENUE	RIDGEWOOD DRIVE	S END	P2Y	E	0.05
GERALDINE COURT	GILLELAND LANE	E END	P2Y	E	0.27
GLEN MEADOW DRIVE	E END	E END	P2Y	E	0.79
GLEN MEADOW LANE	N END	POPULAR BLUFF CIRCLE	P2Y	E	0.12
GOLDEN LEAF GROVE	GOLDEN LEAF TRAIL	S END	P2Y	E	0.06
GOLDEN LEAF TRAIL	E END	BLUE IRIS HOLLOW	P2Y	E	0.20
GOOSE CREEK COVE	GOOSE CREEK WAY	N END	P2Y	E	0.14
GOOSE CREEK WAY	OUTER BANK DRIVE	E END	P2Y	E	0.16
GOVERNORS LAKE DRIVE	GOVERNORS LAKE PKWY	PEACHTREE INDUSTRIAL BVD	P2Y	I	0.16
GOVERNORS LAKE PARKWAY	JONES MILL ROAD	PEACHTREE INDUSTRIAL BLVD	P2Y	I	0.89
GRAN RIVER GLEN	RIVER HOLLOW RUN	BUSH ROAD	P2Y	E	0.27
GRAND FOREST COURT	GRAND FOREST DRIVE	W END	P2Y	E	0.09
GRAND FOREST DRIVE	COURTSIDE DRIVE	JAY BIRD ALLEY	P2Y	E	0.32
GRAND HERON COURT	POMERANE LANE	N END	P2Y	E	0.04
GRANITE SPRINGS LANE	RIVER BOTTOM DRIVE	N END	P2Y	E	0.03
GRAYWOOD TRACE	JONES BRIDGE CIRCLE	FITZPATRICK WAY	P2Y	E	0.33
GREEN POINTE PARKWAY	3360' S JONES MILL ROAD	PEACHTREE INDUSTRIAL BVD	P2Y	I	0.21
GREEN POINTE PARKWAY	JONES MILL ROAD	3360' S JONES MILL ROAD	P2Y	I	0.64
GREENBANK TERRACE	REVINGTON DRIVE	E END	P2Y	E	0.06
GREENERT DRIVE	EVERETT COURT	E END	P2Y	E	0.07
GRIST MILL COURT	LOU IVY ROAD	N END	P2Y	E	0.12
GRIZZARD COURT	N END	S END	P2Y	E	0.08
GRIZZARD TRAIL	PEACHTREE CORNERS CIRCLE	GRIZZARD COURT	P2Y	E	0.06
GROVE HILL COURT	PRIMROSE LANE	E END	P2Y	E	0.04
GROVE PARK DRIVE	LOU IVY ROAD	NATCHEZ TRACE COURT	P2Y	E	0.25
GUNNIN ROAD	200'N MATCH POINT	N END	P2Y	E	0.32
GUNNIN ROAD	SPALDING DRIVE	200' N MATCH POINTE	P2Y	E	0.77
GUTHRIDGE COURT	N END	REPS MILLER ROAD	P2Y	I	0.11

GUYTON COURT	CLINCHFIELD TRAIL	W END	P2Y	E	0.12
HALL BROOK DRIVE	EAST JONES BRIDGE ROAD	S END	P2Y	E	0.12
HAMMERSTONE COURT	NEELY FARM DRIVE	E END	P2Y	E	0.08
HAMPTON COURT	NORTH HAMPTON RIDGE	N END	P2Y	E	0.04
HARROW TRACE	RIVER BOTTOM DRIVE	W END	P2Y	E	0.18
HAWK RUN	RIVER BOTTOM DRIVE	N END	P2Y	E	0.08
HEATHWOOD LANE	ROSECOMMON DRIVE	W END	P2Y	E	0.17
HEATHWOOD LANE	SPALDING DRIVE	GLEN MEADOW DRIVE	P2Y	E	0.04
HEATHWOOD LANE	SPALDING DRIVE	ROSECOMMON DRIVE	P2Y	E	0.04
HERRINGTON DRIVE	US 23	N END	P2Y	E	0.20
HIGH MEADOW DRIVE	AMBERGLADE COURT	S END	P2Y	E	0.15
HIGH SHOALS DRIVE	S END	PEACHTREE CORNERS CIR	P2Y	E	0.33
HIGHCROFT CIRCLE	SOUTH OLD PTREE	HIGHCROFT CIRCLE	P2Y	E	0.65
HOLCOMB WAY	HOLCOMB BRIDGE	MCEACHERN WAY	P2Y	E	0.27
HOLLY BANK COURT	STATION MILL DRIVE	N END	P2Y	E	0.06
HOLSTEIN HILL DRIVE	INDIAN FIELD	HARROW TRACE	P2Y	E	0.16
HUMPHRIES WAY	AMWILER ROAD	N END	P2Y	I	0.24
HUNTERS CHASE COURT	WOODSTONE LANE	E END	P2Y	E	0.04
INDIAN FIELD	RIVER BOTTOM DRIVE	W END	P2Y	E	0.11
INDIAN RIVER DRIVE	RIVER BOTTOM DRIVE	FRANK NEELY ROAD	P2Y	E	0.24
INDUSTRIAL PARK DRIVE	NORTH BERKELEY LAKE	2680' W BERKELEY LAKE RD	P2Y	I	0.51
INDUSTRIAL PARK DRIVE	2680' W BERKELEY LAKE RD	SOUTH OLD PEACHTREE RD	P2Y	I	0.19
INLET COURT	MAINSTREAM CIRCLE	W END	P2Y	E	0.05
IRON DUKE COURT	RIVERLAKE DRIVE	N END	P2Y	E	0.15
JAY BIRD ALLEY	SPALDING DRIVE	PEACHTREE CORNERS CIRCLE	P2Y	S	0.34
JAY BIRD ALLEY	PEACHTREE CORNERS CIRCLE	PEACHTREE PARKWAY	P2Y	S	0.73
JONES BRIDGE CIRCLE	WEST JONES BRIDGE	EAST JONES BRIDGE	P2Y	S	1.93
JONES CHAPEL COURT	WINTERS HILL DRIVE	W END	P2Y	E	0.05
JONES MILL COURT	PEACHTREE CORNERS CIRCLE	W END	P2Y	I	0.28
JONES MILL ROAD	JONES MILL COURT	JONES MILL SPUR	P2Y	I	0.10
JONES MILL ROAD	WINTERS CHAPEL	E END	P2Y	E	0.40
JONES MILL ROAD	JONES MILL SPUR	W END	P2Y	S	0.62
JONES MILL SPUR	PEACHTREE CORNERS CIRCLE	JONES MILL ROAD	P2Y	S	0.10
KENTFORD LANE	BANKSIDE WAY	N END	P2Y	E	0.12
KILLINGSWORTH TRACE	THAMESGATE CLOSE	MILLHOUSE LANE	P2Y	E	0.10
KING'S ABBOT WAY	LINNADINE WAY	N END	P2Y	E	0.16
KING'S PADDOCK COURT	GARNABY LANE	N END	P2Y	E	0.14
KINGSLEY PARK COURT	KINGSLEY PARK LANE	N END	P2Y	E	0.26
KINGSLEY PARK LANE	BUSH ROAD	KINGSLEY PARK COURT	P2Y	E	0.33
KINGSTON COURT	PEACHTREE INDUSTRIAL BVD	W END	P2Y	I	0.40

KINNARD DRIVE	N END	E END	P2Y	E	0.42
KITTIWAKE CIRCLE	AVOCET DRIVE	KITTIWAKE CIRCLE	P2Y	E	0.15
KLINECT COURT	PEACHTREE CORNERS CIRCLE	S END	P2Y	E	0.09
KNOX COURT	FITZPATRICK WAY	W END	P2Y	E	0.12
KNOX PLACE	FITZPATRICK WAY	E END	P2Y	E	0.05
LACKLAND COURT	SPALDING BLUFF	W END	P2Y	E	0.07
LAKE VIEW LANE	WINTERS CHAPEL	1050' E WINTERS CHAPEL	P2Y	E	0.20
LAKE VIEW LANE	WINTERS CHAPEL	CLEAR LAKE COURT	P2Y	E	0.22
LAMBERTH COURT	BANKSIDE WAY	S END	P2Y	E	0.05
LAPWING COURT	AVOCET DRIVE	AVOCET DRIVE	P2Y	E	0.05
LINDEN LANE	SPRING DRIVE	N END	P2Y	E	0.09
UNNADINE WAY	GALLATREE LANE	N END	P2Y	E	0.31
LITTLE LEAF COURT	GOLDEN LEAF TRAIL	S END	P2Y	E	0.05
LOB COURT	GUNNIN ROAD	E END	P2Y	E	0.06
LOBLOLLY TRAIL	QUAIL RIDGE WAY	N END	P2Y	E	0.21
LOCKLEAR COURT	LOCKLEAR WAY	E END	P2Y	E	0.07
LOCKLEAR WAY	VIC-AR ROAD	E END	P2Y	E	0.29
LOCKRIDGE DRIVE	KINNARD DRIVE	TILTON LANE	P2Y	E	0.87
LOUVY ROAD	BUSH ROAD	SOUTH OLD PEACHTREE RD	P2Y	S	1.05
MAGNOULA MILL COURT	GUNNIN ROAD	N END	P2Y	E	0.14
MAINSTREAM CIRCLE	N END	N END	P2Y	E	0.49
MANTIEO INLET	OUTER BANK DRIVE	W END	P2Y	E	0.15
MARCHBOLT COURT	STAVERLY LANE	E END	P2Y	E	0.14
MARKHAM COURT	ATLANTIC BOULEVARD	S END	P2Y	I	0.13
MARSH HAWK TRAIL	DUNLIN SHORE COURT	N END	P2Y	E	0.06
MARTECH COURT	ALLENHURST DRIVE	S END	P2Y	E	0.10
MARTHA KING COURT	WESTCHESTER COURT	S END	P2Y	E	0.06
MARY COURT	MARY WALK	S END	P2Y	E	0.03
MARY WALK	JONES BRIDGE CIRCLE	N END	P2Y	E	0.23
MATCH POINT	GUNNIN ROAD	E END	P2Y	E	0.18
MAYAPPLE COURT	RACHEL RIDGE ROAD	S END	P2Y	E	0.05
MCEACHERN WAY	W END	E END	P2Y	E	0.09
MEADOW CREEK DRIVE	N END	S END	P2Y	E	0.19
MEADOW GREEN CIRCLE	MEADOW CREEK DRIVE	E END	P2Y	E	0.11
MEADOW GREEN COURT	MEADOW RUE DRIVE	E END	P2Y	E	0.07
MEADOW RUE DRIVE	150' W MEADOW RUE LANE	HOLCOMB BRIDGE ROAD	P2Y	E	0.46
MEADOW RUE DRIVE	150' W MEADOW RUE LANE	MEADOW CREEK DRIVE	P2Y	E	0.26
MEADOW RUE LANE	MEADOW RUE DRIVE	MEADOW RUE DRIVE	P2Y	E	0.13
MEADOWDALE COURT	HALLBROOK DRIVE	W END	P2Y	E	0.12
MECHANICSVILLE ROAD	PEACHTREE STREET	JONES MILL ROAD	P2Y	I	0.35

MERSHON TRAIL	ALLENHURST DRIVE	N END	P2Y	E	0.10
METRIC PLACE	TRIANGLE PARKWAY	E END	P2Y	I	0.12
MIDDLEWICH LANE	MEDLOCK BRIDGE ROAD	ANCROFT CIRCLE	P2Y	E	0.03
MILLER COURT	VIC-AR ROAD	N END	P2Y	E	0.10
MILLER FARMS COURT	MILLER FARMS LANE	N END	P2Y	E	0.10
MILLER FARMS LANE	LOU IVY ROAD	N END	P2Y	E	0.33
MILLERS TRACE	SCOTT'S MILL RUN	W END	P2Y	E	0.13
MILLET WAY	FRANK NEELY ROAD	E END	P2Y	E	0.05
MILLHOUSE LANE	N END	S END	P2Y	E	0.28
MILLSTONE COURT	WALDEN MILL DRIVE	S END	P2Y	E	0.06
MISSENDELL LANE	E END	AUDLEY LANE	P2Y	E	0.34
MONARCH PINE DRIVE	MONARCH PINE LANE	WYNCCROFT PLACE	P2Y	E	0.29
MONARCH PINE LANE	WYNTREE ROAD	E END	P2Y	E	0.15
MORAN WAY	N END	S END	P2Y	E	0.16
MORRIS COURT	PEACHTREE CORNERS CIRCLE	W END	P2Y	E	0.07
MOSBY RIDGE COURT	SCOTT'S MILL RUN	W END	P2Y	E	0.04
MOUNT BERRY LANE	ALLENHURST DRIVE	E END	P2Y	E	0.17
MOUNT REPOSE LANE	REVINGTON DRIVE	N END	P2Y	E	0.08
MOUNTCREEK COURT	MOUNT CREEK PLACE	W END	P2Y	E	0.09
MOUNTCREEK PLACE	CORNERS WAY	W END	P2Y	E	0.15
NAHUNTA COURT	FLIPPEN TRAIL	N END	P2Y	E	0.09
NATCHEZ TRACE COURT	GROVE PARK DRIVE	S END	P2Y	E	0.29
NAYLOR COURT	CLINCHFIELD TRAIL	E END	P2Y	E	0.04
NEELY COURT	GUNNIN ROAD	S END	P2Y	E	0.06
NEELY FARM DRIVE	QUAIL RIDGE WAY	RIVER BOTTOM DRIVE	P2Y	E	0.39
NEELY MEADOWS COURT	NEELY MEADOWS DRIVE	N END	P2Y	E	0.05
NEELY MEADOWS DRIVE	FRANK NEELY DRIVE	N END	P2Y	E	0.21
NEWTON DRIVE	LOCKLEAR WAY	WINTERS CHAPEL ROAD	P2Y	E	0.08
NIGHT HERON LANE	DUNLIN SHORE COURT	W END	P2Y	E	0.04
NOBLEMAN POINT	WELLINGTON MIST POINT	N END	P2Y	E	0.33
NORTH HAMPTON RIDGE	MEDLOCK BRIDGE ROAD	W END	P2Y	E	0.17
NORTHEAST PARKWAY	AMWILER ROAD	AMWILER ROAD	P2Y	I	0.42
NORTHWOODS CIRCLE	NORTHWOODS PARKWAY	NORTHWOODS PARKWAY	P2Y	I	0.44
NORTHWOODS PARKWAY (EB)	LANGFORD ROAD	300' SP18	P2Y	I	0.00
NORTHWOODS PARKWAY WB	300' SP18	LANGFORD ROAD	P2Y	I	0.96
NORTHWOODS PLACE	NORTHWOODS CIRCLE	N END	P2Y	I	0.08
OLD BRIDGE LANE	STATION MILL DRIVE	N END	P2Y	E	0.20
OLD IVY ROAD	SUMMERTREE COURT	S END	P2Y	E	0.20
OLD LYME COURT	LOU IVY ROAD	W END	P2Y	E	0.14
OLD WOODALL COURT	DUNWOODY CLUB ROAD	W END	P2Y	E	0.08

ORCHARD KNOLL	STATION MILL DRIVE	E END	P2Y	E	0.12
ORCHARD STREET	SPALDING DRIVE	PEACHTREE CORNERS CIRCLE	P2Y	E	0.19
OSAGE COURT	WILBANKS DRIVE	W END	P2Y	E	0.04
OUTER BANK DRIVE	JONES BRIDGE CIRCLE	N END	P2Y	E	0.76
PACIFIC COURT	JIMMY CARTER BLVD	S END	P2Y	I	0.11
PARK CENTRAL AVENUE	W END	SPALDING PARK DRIVE	P2Y	E	0.20
PARK CENTRAL SQUARE	PARK CENTRAL AVENUE	PARK CENTRAL AVENUE	P2Y	E	0.05
PARKMONT COURT	CORNERS WAY	S END	P2Y	E	0.10
PARKSIDE COURT	CORNERS WAY	S END	P2Y	E	0.13
PARKSPRING TERRACE	SPRINGFIELD COURT	N END	P2Y	E	0.11
PARKWAY LANE	JAY BIRD ALLEY	PEACHTREE PARKWAY	P2Y	I	0.52
PARKWAY LANE	THE CORNERS PARKWAY	JAY BIRD ALLEY	P2Y	I	0.12
PARTON COURT	PEACHTREE CORNERS CIRCLE	N END	P2Y	E	0.18
PATRICK COURT	FITZPATRICK WAY	S END	P2Y	E	0.14
PATRICK TRACE	JONES BRIDGE CIRCLE	N END	P2Y	E	0.08
PEACHMONT TERRACE	CORNERS WAY	E END	P2Y	E	0.10
PEACHTREE CORNERS EAST	PEACHTREE INDUSTRIAL BVD	N END	P2Y	I	0.13
PEACHTREE STREET	MECHANICSVILLE ROAD	E END	P2Y	I	0.59
PEACHTREE STREET	2ND(SECOND) STREET	W END	P2Y	E	0.18
PEACHTREE STREET	2ND (SECOND) STREET	MECHANICSVILLE ROAD	P2Y	E	0.22
PENTEL COURT	TILTON LANE	S END	P2Y	E	0.14
PETHERTON WAY	ANCROFT CIRCLE	ANCROFT CIRCLE	P2Y	E	0.14
PIGEON HAWK COURT	AVOCET DRIVE	W END	P2Y	E	0.04
POMARINE CIRCLE	POMARINE LANE	POMARINE LANE	P2Y	E	0.20
POMARINE LANE	AVOCET DRIVE	POMARINE CIRCLE	P2Y	E	0.16
POPLAR BLUFF CIRCLE	POPLAR SPRINGS DR	POPLAR SPRINGS DR	P2Y	E	0.49
POPLAR BLUFF COURT	POPLAR BLUFF CIRCLE	POPLAR BLUFF CIRCLE	P2Y	E	0.05
POPLAR SPRING COURT	POPLAR SPRINGS DR	N END	P2Y	E	0.12
POPLAR SPRING DRIVE	FRANK NEELY ROAD	POPLAR BLUFF CIRCLE	P2Y	E	0.27
PORTAL PLACE	STILSON CIRCLE	W END	P2Y	E	0.06
PRIMROSE HILL COURT	HOLCOMB BRIDGE ROAD	W END	P2Y	I	0.05
PRIMROSE LANE	GLEN MEADOW DRIVE	GLEN MEADOW DRIVE	P2Y	E	0.26
PRINCESS LANE	ORCHARD STREET	S END	P2Y	E	0.07
PRO DRIVE	FLIPPEN TRAIL	VOLLEY LANE	P2Y	E	0.13
PROCESS DRIVE	SOUTH OLD PEACHTREE RD	N END	P2Y	I	0.13
QUAIL RIDGE WAY	S END	W END	P2Y	E	0.44
RACHEL RIDGE	RIVER BOTTOM ROAD	QUAIL RIDGE WAY	P2Y	E	0.56
RAINFOREST CIRCLE	COURTSIDE DRIVE	COURTSIDE DRIVE	P2Y	E	0.21
RAINFOREST CIRCLE	COURTSIDE DRIVE	PRIVATE ROAD	P2Y	E	0.03
RAMEY COURT	RACHEL RIDGE	N END	P2Y	E	0.06

RAMUNDO DRIVE	LOCKRIDGE DRIVE	TILTON LANE	P2Y	E	0.36
RANGER COURT	GUNNIN ROAD	N END	P2Y	E	0.16
RAPIDS COURT	WHITEWATER DRIVE	W END	P2Y	E	0.03
REBEL RIDGE COURT	EAST JONES BRIDGE ROAD	E END	P2Y	E	0.18
REBEL RIDGE DRIVE	REBEL RIDGE COURT	BROADGREEN DRIVE	P2Y	E	0.08
REPS MILLER ROAD	PEACHTREE INDUSTRIAL BLVD.	N END	P2Y	I	0.23
RESEARCH COURT	RESEARCH DRIVE	S END	P2Y	I	0.23
RESEARCH DRIVE	TECHNOLOGY PARKWAY	E END	P2Y	I	0.17
REVINGTON DRIVE	JONES BRIDGE CIRCLE	E END	P2Y	E	0.34
RIDGEGATE CIRCLE	RIDGEGATE DRIVE	E END	P2Y	E	0.06
RIDGEGATE DRIVE	SR 141	RIVER COURT	P2Y	E	0.17
RIDGEGATE DRIVE	RIVER COURT	RIVER COURT	P2Y	E	1.18
RIDGE-MOORE DRIVE	WOMACK ROAD	E END	P2Y	E	0.33
RIVER BOTTOM DRIVE	BLACKBERRY HILL	N END	P2Y	E	0.66
RIVER BOTTOM DRIVE	S END	BLACKBERRY HILL	P2Y	E	0.25
RIVER COURT	E END	RIDGEGATE DRIVE	P2Y	E	0.33
RIVER HOLLOW RUN	S END	W END	P2Y	E	0.47
RIVER MANSION COURT	RIVER MANSION DRIVE	S END	P2Y	E	0.10
RIVER MANSION DRIVE	BUSH ROAD	S END	P2Y	E	0.62
RIVER STREAM CIRCLE	MAINSTREAM CIRCLE	E END	P2Y	E	0.16
RIVER WALK COURT	RIVER WALK DRIVE	E END	P2Y	E	0.05
RIVER WALK DRIVE	BUSH ROAD	E END	P2Y	E	0.20
RIVERCREST DRIVE	WEST JONES BRIDGE	N END	P2Y	E	0.05
RIVEREDGE DRIVE	FOXWOOD ROAD	N END	P2Y	E	0.58
RIVERFIELD DRIVE	EAST JONES BRIDGE ROAD	E END	P2Y	E	0.27
RIVERLAKE DRIVE	RIDGEGATE DRIVE	N END	P2Y	E	0.10
RIVERLAKE DRIVE	RIVERVIEW DRIVE	E END	P2Y	E	0.60
RIVERTHUR COURT	TURNBURY OAKS DRIVE	E END	P2Y	E	0.04
RIVERTHUR PLACE	RIVERVIEW WAY	S END	P2Y	E	0.15
RIVERVIEW DRIVE	RIVERVIEW WAY	N END	P2Y	E	0.34
RIVERVIEW DRIVE	RIDGEGATE DRIVE	N END	P2Y	E	0.46
RIVERVIEW WAY	LINNADINE WAY	E END	P2Y	E	0.11
ROKEFIELD WAY	HEATHWOOD LANE	HEATHWOOD LANE	P2Y	E	0.09
ROSECOMMON DRIVE	WILDWOOD FARMS DRIVE	S END	P2Y	E	0.90
ROSEWOOD COURT	W END	RIVERVIEW DRIVE	P2Y	E	0.02
ROYAL PENNON COURT	WOODHILL DIRVE	E END	P2Y	E	0.29
RYAN ROAD	BERRYTON COURT	S END	P2Y	I	0.19
RYDAL COURT	W END	E END	P2Y	E	0.04
SAPERO TRAIL	PEACHTREE INDUSTRIAL BVD	N END	P2Y	E	0.28
SATURN COURT			P2Y	I	0.16

SAYBROOK COURT	LOU IVY ROAD	E END	P2Y	E	0.06
SCHILLING RIDGE	COPPEDGE TRAIL	N END	P2Y	E	0.10
SCIENTIFIC DRIVE	PEACHTREE PARKWAY	TECHNOLOGY PARKWAY	P2Y	1	0.32
SCOTTS CREEK TRAIL	SCOTTS MILL RUN	W END	P2Y	E	0.12
SCOTTS MILL RUN	BUSH ROAD	LOU IVY ROAD	P2Y	E	0.83
SCOTTS MILL WAY	SCOTTS MILL RUN	E END	P2Y	E	0.11
SHAWN COURT	JONES BRIDGE CIRCLE	N END	P2Y	E	0.08
SHAWN TERRACE	FITZPATRICK WAY	W END	P2Y	E	0.26
SMITHPOINTE DRIVE	HOLCOMB BRIDGE ROAD	E END	P2Y	1	0.04
SOCIAL CIRCLE	ALLENHURST DRIVE	S END	P2Y	E	0.05
SOUTH PEACHTREE STREET	JIMMY CARTER BOULEVARD	US 23	P2Y	S	0.24
SOUTHPORT CLOSE	SOUTHPORT CROSSING	S END	P2Y	E	0.06
SOUTHPORT CROSSING	FORT FISHER WAY	OUTER BANK DRIVE	P2Y	E	0.22
SPALDING BLUFF COURT	SPALDING BLUFF	W END	P2Y	E	0.03
SPALDING BLUFF DRIVE	SPALDING DRIVE	W END	P2Y	E	0.21
SPALDING BRIDGE COURT	MEDLOCK BRIDGE ROAD	E END	P2Y	E	0.26
SPALDING CHASE DRIVE	CROOKED CREEK	N END	P2Y	E	0.10
SPALDING GLEN DRIVE	WINTERS CHAPEL ROAD	WINTER HILL DRIVE	P2Y	E	0.16
SPALDING HOLLOW	SPALDING DRIVE	N END	P2Y	E	0.37
SPALDING LANE	WINTERS CHAPEL ROAD	FULTON COUNTY LINE	P2Y	E	0.04
SPALDING MILL PLACE	BRIDGE MILL COURT	W END	P2Y	E	0.13
SPALDING PARK DRIVE	SPALDING PARK PLACE	N END	P2Y	E	0.09
SPALDING PARK PLACE	E END	W END	P2Y	E	0.18
SPALDING TERRACE	SPALDING DRIVE	E END	P2Y	E	0.57
SPALDING WOOD DRIVE	SPALDING PARK DRIVE	SPALDING PARK PLACE	P2Y	E	0.12
SPRING DRIVE	WINTERS CHAPEL	S END	P2Y	E	0.80
SPRING HOUSE LANE	STATION MILL DRIVE	E END	P2Y	E	0.08
SPRINGFIELD COURT	SPRINGFIELD DRIVE	E END	P2Y	E	0.05
SPRINGFIELD DRIVE	SPRINGFIELD DRIVE	JONES BRIDGE CIRCLE	P2Y	E	0.56
SPUR CIRCLE	ALLENHURST DRIVE	E END	P2Y	E	0.06
STADIUM COURT	COURTSIDE DRIVE	W END	P2Y	E	0.05
STATION MILL COURT	STATION MILL DRIVE	E END	P2Y	E	0.10
STATION MILL DRIVE	HOLCOMB BRIDGE ROAD	S END	P2Y	E	0.39
STAVERLY LANE	N END	S END	P2Y	E	0.33
STILSON CIRCLE	JONES BRIDGE CIRCLE	STILSON CIRCLE	P2Y	E	0.69
STONEHENGE DRIVE	FOXWOOD ROAD	N END	P2Y	E	0.09
SUMAC DRIVE	DEKALB COUNTY LINE	S END	P2Y	E	0.53
SUMMERTREE COURT	BUSH ROAD	S END	P2Y	E	0.10
SUMMIT TRAIL	HOLCOMB BRIDGE ROAD	S END	P2Y	E	0.18
SUN COURT	ENGINEERING DRIVE	E END	P2Y	1	0.13

SUNBURST DRIVE	EAST JONES BRIDGE ROAD	E END	P2Y	E	0.07
SUNFLOWER WAY	GLEN MEADOW DRIVE	SPALDING DRIVE	P2Y	E	0.05
TALBOT WAY	STATION MILL COURT	S END	P2Y	E	0.05
TECHNOLOGY PARKWAY	SPALDING DRIVE	WESTECH DRIVE	P2Y	1	0.91
TECHNOLOGY PARKWAY	WESTECH DRIVE	SR 141	P2Y	1	0.52
TECHNOLOGY PARKWAY SOUTH	TECHNOLOGY PARKWAY	PEACHTREE INDUSTRIAL BVD	P2Y	1	0.45
THAMESGATE CLOSE	E END	N END	P2Y	E	0.16
THAMESGATE CLOSE	WENTWORTH DRIVE	N END	P2Y	E	0.14
THE CORNERS PARKWAY	HOLCOMB BRIDGE ROAD	CROOKED CREEK PARK ROAD	P2Y	1	0.70
THE DALES LANE	GARNABY LANE	CHAVERSHAM LANE	P2Y	E	0.05
TILTON LANE	N END	W END	P2Y	E	0.54
TREADDUR BAY LANE	EDGERTON DRIVE	N END	P2Y	E	0.17
TRIANGLE DRIVE	TRIANGLE PARKWAY	PEACHTREE PARKWAY	P2Y	1	0.11
TRIANGLE PARKWAY	SPALDING DRIVE	PEACHTREE CORNERS CIRCLE	P2Y	1	0.78
TRION COVE	HIGH SHOALS DRIVE	E END	P2Y	E	0.05
TURNBURY OAKS DRIVE	BUSH ROAD	S END	P2Y	E	0.20
TURNSTONE COURT	AVOCET DRIVE	AVOCET DRIVE	P2Y	E	0.05
VALLEY MIST COURT	WEST JONES BRIDGE ROAD	WEST END	P2Y	E	0.06
VALLEY MIST TRACE	WEST JONES BRIDGE ROAD	N END	P2Y	E	0.11
VALLEYCREST COURT	MAINSTREAM CIRCLE	N END	P2Y	E	0.11
VIC-AR COURT	VIC-AR ROAD	N END	P2Y	E	0.11
VIC-AR ROAD	TILTON LANE	N END	P2Y	E	0.50
VIKING COURT	VIC-AR ROAD	N END	P2Y	E	0.08
VILLAGE WALK DRIVE	SPALDING DRIVE	PARK CENTRAL AVENUE	P2Y	E	0.05
VIRGINIA AVENUE	3RD STREET	E END	P2Y	E	0.06
VIRGINIA AVENUE	5TH STREET	E END	P2Y	E	0.06
VOLLEY LANE	MATCHPOINT DRIVE	S END	P2Y	E	0.25
WALDEN COURT	JONES BRIDGE CIRCLE	S END	P2Y	E	0.04
WALDEN MILL DRIVE	MILLHOUSE LANE	EAST JONES BRIDGE	P2Y	E	0.20
WALDEN TRACE	JONES BRIDGE CIRCLE	N END	P2Y	E	0.06
WATERPORT WAY	SCOTTS MILL RUN	N END	P2Y	E	0.29
WAYFIELD DRIVE	WILLIAMSPT DRIVE	WHITEWATER DRIVE	P2Y	E	0.29
WELLINGTON LAKE COURT	RIVERLAKE DRIVE	N END	P2Y	E	0.12
WELLINGTON LAKE DRIVE	SR 141	RIVERLAKE DRIVE	P2Y	E	0.08
WELLINGTON MIST POINT	RIVERLAKE DRIVE	S END	P2Y	E	0.17
WENTWORTH DRIVE	EAST JONES BRIDGE DRIVE	MILLHOUSE LANE	P2Y	E	0.20
WESTCHESTER COURT	LOU IVY ROAD	W END	P2Y	E	0.11
WESTCHESTER COURT	LOU IVY ROAD	E END	P2Y	E	0.15
WESTECH DRIVE	TECHNOLOGY PARKWAY	SR 141	P2Y	1	0.35
WESTERLEIGH COURT	WILLIAMSPT DRIVE	N END	P2Y	E	0.13

YOUNG ARTHUR TERRACE	NOBLEMAN POINT	S END	P2Y	E	0.04
					110.07

STATE OF GEORGIA

GWINNETT COUNTY

EXTENSION OF INTERIM INTERGOVERNMENTAL AGREEMENT TO PROVIDE ROAD  
MAINTENANCE

THIS AGREEMENT, made and entered into this 24<sup>th</sup> day of June, 2014, by and between **GWINNETT COUNTY, GEORGIA**, a political subdivision of the State of Georgia, (hereinafter referred to as the "County"), and the **CITY OF PEACHTREE CORNERS**, municipal corporation chartered by the State of Georgia, (hereinafter referred to as the "City").

WITNESSETH:

**WHEREAS**, pursuant to Article 9, Section 3, Paragraph 1 of the Constitution of Georgia of 1983, the City and the County are authorized to contract with one another for a period not exceeding fifty (50) years for joint service, for the provision of services, or for the joint or separate use of facilities or equipment, provided that such contracts must deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide; and

**WHEREAS**, the Constitution of the State of Georgia of 1983, Article 9, Section 2, Paragraph 3(a) provides that any county, municipality, or any combination thereof may provide street and road construction and maintenance, including curbs, sidewalks,

**EXHIBIT F**

street lights, and devices to control the flow of traffic on streets and roads constructed by counties and municipalities or any combination thereof; and

**WHEREAS**, the Constitution of the State of Georgia of 1983, Article 9, Section 2, Paragraph 3(b)(1) prohibits, except as otherwise provided by law, cities or counties from exercising governmental authority within each other's boundaries except by contract; and

**WHEREAS**, at the request of the City and in order to aid in the City's transition, the parties agreed to the terms of an Intergovernmental Agreement To Provide Road Maintenance whereby the County agreed to provide certain services within the City on December 17, 2013; and

**WHEREAS**, that Interim Intergovernmental Agreement to Provide Road Maintenance is set to expire on or about Monday, June 30, 2014; and

**WHEREAS**, at the request of the City and in order to continue to aid in the City's transition, the parties have agreed to extend the terms of this Interim Intergovernmental Agreement To Provide Road Maintenance through December 31, 2014; and

**NOW, THEREFORE**, in consideration of the mutual obligations recited below and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in

consideration of the mutual promises contained herein, the County and the Cities do agree and consent to the following:

## **ARTICLE I**

### **PURPOSE, TERM, AND TERMINATION**

1. The purpose of this Agreement is to extend the Interim Intergovernmental Agreement to Provide Road Maintenance defining the nature and scope of road maintenance to be provided by the County to the City and to provide for the manner of payment for such services through December 31, 2014.

2. The term of this Agreement shall commence on June 30, 2014 and continue through December 31, 2014.

3. This Agreement may be terminated within thirty (30) days by either party through written notice given pursuant to the terms set forth in Article XII herein.

## **ARTICLE II**

### **ROAD MAINTENANCE SERVICES PROVIDED**

#### **TO THE CITY**

4. In addition to maintaining the County road system as shown on the County's road map, marked as Exhibit "A" attached hereto, Gwinnett County shall continue to provide routine maintenance to the City's residential roads listed in Exhibit "B" attached hereto. These roads shall be maintained in the same

manner as the county maintained roads during the life of the agreement.

a. The parties further recognize and agree that routine maintenance does not include non-essential preventive maintenance.

b. The City agrees that at the completion of all road maintenance performed by the County, the County shall notify the City of the completion and acceptance of the road maintenance, and thereafter any further maintenance issues after the expiration of this Agreement are the sole responsibility of the City.

5. The City shall pay the County \$45,000 per month for the maintenance of these roads by the fifth (5<sup>th</sup>) business day of each month. Payments which are received more than thirty (30) days after the fifth (5<sup>th</sup>) business day of the month shall accrue interest at the rate of seven (7) percent per annum.

### **ARTICLE III**

#### **EVENTS REQUIRING EXTRAORDINARY MAINTENANCE**

6. In the instance of an event requiring extraordinary maintenance, including but not limited to snow and ice storm, flooding, and other inclement weather events or natural disasters, the City agrees to pay the County its proportionate

share of the costs incurred which are over and above the monthly fee established in this Agreement.

## **ARTICLE IV**

### **DEFAULT AND DISPUTE RESOLUTION**

7. If an event of default occurs, in the determination of the City, it shall notify the County in writing, specify the basis for the default, and advise the County that the default must be cured to the City's reasonable satisfaction within a thirty (30) day period. The City may grant additional time to cure the default, as the City may deem appropriate, without waiver of any of the City's rights, so long as the County has commenced curing the default and is effectuating a cure with diligence and continuity during the thirty (30) day period, or any longer period which the City prescribes. If the default is not cured within such time, then the parties shall participate in mediation to attempt to resolve the matter, said mediation to be supervised by a Senior Judge with substantial experience involving local government law. If an event of default occurs, in the determination of the County, it shall notify the City in writing, specify the basis for the default, and advise the City that the default must be cured to the County's reasonable satisfaction within a thirty (30) day period. The County may grant additional time to cure the default, as the County may deem appropriate, without waiver of any of the County's rights,

so long as the City has commenced curing the default and is effectuating a cure with diligence and continuity during the thirty (30) day period, or any longer period which the County prescribes. If the default is not cured within such time, then the parties shall participate in mediation to attempt to resolve the matter, said mediation to be supervised by a Senior Judge with substantial experience involving local government law.

## **ARTICLE V**

### **DEFENSE AND INDEMNIFICATION**

8. The City hereby agrees to protect, defend, indemnify, and hold harmless the County, its commissioners, officers, agents, and employees from and against any liability, damages, claims, suits, liens, and judgments for whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons. The City's obligation to protect, defend, indemnify, and hold harmless, as set forth hereinabove shall include any matter arising out of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations. The City further agrees to protect, defend, indemnify, and hold harmless the County, its commissioners, officers, agents, and employees

from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the City.

#### **ARTICLE VI**

##### **RELEASE AND LIMITATION OF LIABILITY**

9. The City hereby agrees to release and hold harmless the County from any and all liability for damages to property, bodily injury, or death to any person. The City also agrees that the County shall not be liable for indirect, incidental, or consequential damages or for any lost profits, savings or revenues of any kind.

#### **ARTICLE VII**

##### **WARRANTY EXCLUSIONS**

10. The County, its affiliates, contractors, subcontractors, and suppliers make no warranties or representations of any kind or character, express, implied, statutory or otherwise and specifically disclaim any warranty of merchantability or warranty of fitness for a particular purpose.

#### **ARTICLE VIII**

##### **FORCE MAJURE**

11. The City agrees that the County shall not be held liable for any delay, failure in performance, loss or damage due to force majeure conditions, including but not limited to fire, explosion, power failures, pest damage, lightning, extreme heat

or cold, power surges, strikes, labor disputes, water, acts of God, the elements, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, inability to obtain transportation, fuel or energy shortages, failure of either performance or availability of communication services or networks, and failure of a third-party to act notwithstanding reasonable efforts on the part of the County or other causes beyond the County's control.

#### **ARTICLE IX**

##### **AMENDMENTS**

12. This Agreement may be modified at any time by mutual written consent of the County and the City, as approved by the parties' governing authorities, provided, however, that the City may enter into additional agreements with the County for the addition and/or deletion of services.

#### **ARTICLE X**

##### **ASSIGNABILITY**

13. No party shall assign any obligation or benefit of this Agreement without the written authorization of the governing authorities of all parties hereto.

#### **ARTICLE XI**

##### **ENTIRE AGREEMENT AND SEVERABILITY**

14. The Parties acknowledge that the terms of this Agreement constitute the entire understanding and agreement of

the Parties regarding the subject matter, rights and remedies of this Agreement.

15. If a court of competent jurisdiction renders any provision of this Agreement (or a portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision shall be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement.

## **ARTICLE XII**

### **NOTICES**

16. All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally or sent by registered or certified United States mail, postage prepaid as follows:

a. If to the City of Peachtree Corners:

City Manager  
147 Technology Parkway, N.W.  
Suite 200  
Peachtree Corners, GA 30092

b. If to Gwinnett County:

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

Any party may at any time change the address where notices are to be sent or the person to whom such notices should be directed by the delivery or mailing to the above persons of a notice stating the change.

**IN WITNESS WHEREOF**, the Parties hereto acting through their duly authorized agents have caused this Agreement to be signed, sealed and delivered for final execution by the County on the date indicated herein.

ATTEST:

CITY OF PEACHTREE CORNERS

By: Kym Cherek

KYM CHERECK

CITY CLERK

CITY OF PEACHTREE CORNERS

By: Mike Mason

MIKE MASON, MAYOR

DATE: 06/17/14

[SEAL]

APPROVED AS TO FORM

By: W.R.

BILL RILEY

CITY ATTORNEY



ATTEST:

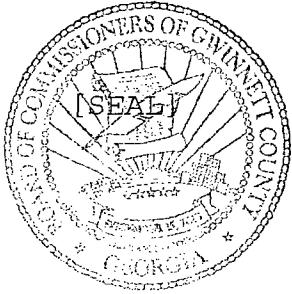
GWINNETT COUNTY, GEORGIA

BY:

Diane Kemp

BY:

DIANE KEMP  
COUNTY CLERK



Charlotte J. Nash

CHARLOTTE J. NASH  
CHAIRMAN

GWINNETT COUNTY BOARD OF  
COMMISSIONERS  
75 Langley Drive  
Lawrenceville, Georgia 30046

DATE: 6/24/14

APPROVED AS TO FORM:

BY:

William J. Linkous, III

COUNTY ATTORNEY

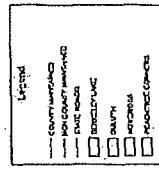
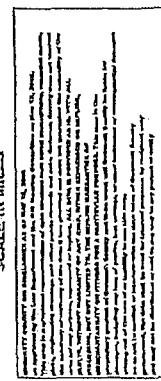
GWINNETT COUNTY DEPARTMENT OF LAW  
75 Langley Drive  
Lawrenceville, Georgia 30046

## **“EXHIBIT A”**

# GWINNETT COUNTY ROAD SYSTEM

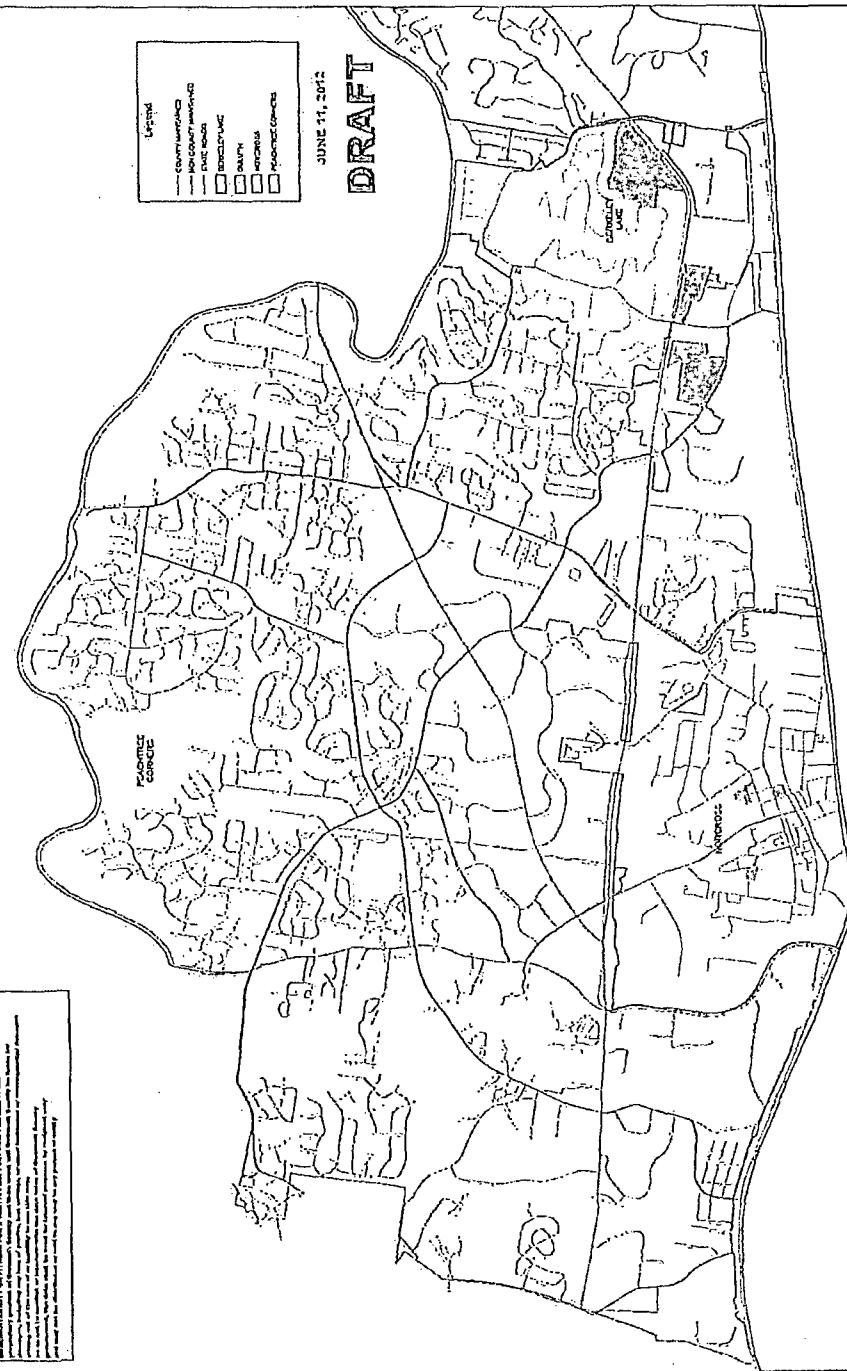


0 0.25 0.5 1 1.5 2 Miles



JUNE 11, 2012

DRAFT



## **“EXHIBIT B”**

2nd (SECOND) STREET	FLORIDA AVENUE	PEACHTREE STREET	P2X	0.13
3rd (THIRD) STREET	FLORIDA AVENUE	PEACHTREE STREET	P2X	0.13
3rd (THIRD) STREET	FLORIDA AVENUE	VIRGINIA AVENUE	P2X	0.05
5th (FIFTH) STREET	GILLELAND LANE	VIRGINIA AVENUE	P2X	0.19
ABBY COURT	TILTON LANE	N END	P2X	0.05
ABIGAIL LANE	EDGERTON DRIVE	E END	P2X	0.02
ADD COURT	GUNNIN ROAD	CENTRE COURT	P2X	0.09
ADRIATIC COURT	ATLANTIC BOULEVARD	N END	P2X	0.12
AILEY COURT	ALVERA LANE	E END	P2X	0.14
ALCHEMY PLACE	BANKERS INDUSTRIAL DRIVE	E END	P2X	0.08
ALLENHURST DRIVE	HIGH SHOALS DRIVE	PEACHTREE CORNERS CIRCLE	P2X	0.67
ALLENHURST DRIVE	PEACHTREE CORNERS CIRCLE	COLBERT TRAIL	P2X	0.98
ALTO COURT	ALLENHURST DRIVE	E END	P2X	0.04
ALVATON COURT	FLIPPEN TRAIL	W END	P2X	0.05
AMBERFIELD CIRCLE	CHAVERSHAM LANE	CHABERSHAM LANE	P2X	0.33
AMBERFIELD DRIVE	WEST JONES BRIDGE	ANCIENT AMBER WAY	P2X	0.20
AMBERGLADE COURT	JONES BRIDGE CIRCLE	S END	P2X	0.18
AMHERST COURT	HOLCOMB BRIDGE	W END	P2X	0.07
AMHURST DRIVE	WEST JONES BRIDGE ROAD	WEST JONES BRIDGE ROAD	P2X	0.58
AMWILER COURT	AMWILER INDUSTRIAL DRIVE	S END	P2X	0.12
AMWILER INDUSTRIAL DRIVE	1060' E AMWILER ROAD	AMWILER ROAD	P2X	0.20
AMWILER INDUSTRIAL DRIVE	1060' E AMWILER ROAD	GATEWAY DRIVE	P2X	0.14
ANCIENT AMBER WAY	N END	N END	P2X	0.36
ANCROFT CIRCLE	MIDDLEWICH LANE	MIDDLEWICH LANE	P2X	0.68
ANCROFT COURT	ANCROFT CIRCLE	E END	P2X	0.03
APPLEGATE COURT	ROSECOMMON DRIVE	E END	P2X	0.07
ARMLEY POINT	REVINGTON DRIVE	N END	P2X	0.14
ARNSDALE DRIVE	BANKSIDE WAY	N END	P2X	0.21
ATLANTIC BOULEVARD	JIMMY CARTER BOULEVARD	MARKHAM COURT	P2X	0.21
AUDLEY LANE	E END	W END	P2X	0.15
AVALA PARK LANE	EAST JONES BRIDGE ROAD	N END	P2X	0.35
AVALON RIDGE PARKWAY	SOUTH OLD PEACHTREE RD	E END	P2X	0.62
AVALON RIDGE PLACE	AVALON RIDGE PARKWAY	S END	P2X	0.11
AVERA LANE	PEACHTREE CORNERS CIRCLE	E END	P2X	0.13
AVOCET COURT	AVOCET DRIVE	N END	P2X	0.12
AVOCET DRIVE	SOUTH OLD PEACHTREE ROAD	W END	P2X	0.52
AXSON COURT	COLBERT TRAIL	N END	P2X	0.05
AYERS COURT	WINTERS CHAPEL ROAD	W END	P2X	0.05
BAKER COURT	HOLCOMB BRIDGE ROAD	W END	P2X	0.28
BAMA COURT	QUAIL RIDGE WAY	N END	P2X	0.08
BANKERS INDUSTRIAL DRIVE	NORTHEAST PARKWAY	DEKALB COUNTY LINE	P2X	0.13
BANKERS INDUSTRIAL DRIVE	ALCHEMY PLACE	E END	P2X	0.28
BANKSIDE WAY	MEDLOCK BRIDGE ROAD	N END	P2X	0.65
BANNOR LANE	PEACHTREE CORNERS CIRCLE	S END	P2X	0.04
BARRICK LANE	JONES BRIDGE CIRCLE	S END	P2X	0.11
BAY CIRCLE	JONES MILL ROAD	JONES MILL ROAD	P2X	0.38
BELVILLE WAY	FLIPPEN TRAIL	CLINCHFIELD TRAIL	P2X	0.26
BENTLEY PLACE	LOU IVY ROAD	E END	P2X	0.28
BENTLEY PLACE	LOU IVY ROAD	W END	P2X	0.11
BERESFORD COURT	MISSENDELL LANE	E END	P2X	0.09
BERRYTON COURT	CLINCHFIELD TRAIL	E END	P2X	0.12
BIG HOUSE ROAD	RACHEL RIDGE	NEELY FARMS DRIVE	P2X	0.12

BLACKBERRY HILL COURT	RIVER BOTTOM DRIVE	E END	P2X	0.13
BLOOMINGDALE COURT	HIGH SHOALS DRIVE	W END	P2X	0.17
BLUE IRIS COURT	BLUE IRIS HOLLOW	E END	P2X	0.15
BLUE IRIS HOLLOW	ANCIENT AMBER WAY	S END	P2X	0.20
BLUE YARROW RUN	W END	E END	P2X	0.21
BOSTWICK COURT	DENTON CIRCLE	S END	P2X	0.10
BRIDGE COURT	BRIDGEPORT WAY	N END	P2X	0.06
BRIDGE MILL COURT	SPALDING BRIDGE COURT	W END	P2X	0.27
BRIDGEBORO WAY	ALLENHURST DRIVE	N END	P2X	0.13
BRIDGEPORT LANE	E END	EAST JONES BRIDGE ROAD	P2X	0.29
BRIDGEPORT WAY	N END	W END	P2X	0.33
BRINSON WAY	CLINCHFIELD TRAIL	SAPELO TRAIL	P2X	0.18
BROADGREEN DRIVE	E END	EAST JONES BRIDGE ROAD	P2X	0.15
BROADGREEN DRIVE	EAST JONES BRIDGE ROAD	EDGERTON DRIVE	P2X	0.18
BROOMSEDGE TRAIL	STATION MILL DRIVE	S END	P2X	0.11
BROWNSTONE DRIVE	RIVEREDGE DRIVE	E END	P2X	0.05
BROXTON CIRCLE	ALLENHURST DRIVE	ALLENHURST DRIVE	P2X	0.36
BRUNNING COURT	EVERETT COURT	W END	P2X	0.03
CADWELL COURT	DENTON CIRCLE	W END	P2X	0.06
CALEB COURT	JONES BRIDGE CIRCLE	S END	P2X	0.09
CANOE COURT	WHITEWATER DRIVE	S END	P2X	0.03
CAPE KURE COURT	FORT FISHER WAY	S END	P2X	0.14
CAPERS CROSSING EAST	OUTER BANK DRIVE	E END	P2X	0.08
CAPERS CROSSING WEST	OUTER BANK DRIVE	W END	P2X	0.11
CASH COURT	JIMMY CARTER BOULEVARD	W END	P2X	0.11
CEDAR CORNERS PLACE	SPALDING DRIVE	W END	P2X	0.26
CEDAR CORNERS TRAIL	CEDAR CORNERS PLACE	CROOKED CREEK ROAD	P2X	0.14
CENTRE COURT	S END	N END	P2X	0.22
CHAPEL GLEN COURT	W END	E END	P2X	0.08
CHAPEL GLEN WAY	WINTERS CHAPEL ROAD	CHAPEL GLEN COURT	P2X	0.04
CHAPPELL CIRCLE	CHAPPELL LANE	CHAPPELL LANE	P2X	0.40
CHAPPELL LANE	100' S CHAPPELL CIRCLE	SPRING DRIVE	P2X	0.60
CHAVERSHAM LANE	N END	BLUE YARROW RUN	P2X	0.40
CLEARLAKE COURT	E END	W END	P2X	0.15
CLEMENT COURT	BENTLEY PLACE	E END	P2X	0.06
CLEMENT TRAIL	BENTLEY PLACE	S END	P2X	0.04
CLINCHFIELD TRAIL	FLIPPEN TRAIL	WEST JONES BRIDGE	P2X	0.97
CLIVEDON TERRACE	CREEKSIDE DRIVE	N END	P2X	0.08
CLUB FOREST DRIVE	COURTSIDE DRIVE	N END	P2X	0.11
COLBERT TRAIL	WEST JONES BRIDGE	W END	P2X	0.18
COLDSTREAM LANE	RIVEREDGE DRIVE	N END	P2X	0.03
COLONNADES COURT	NORTHWOODS PARKWAY	N END	P2X	0.12
COPPEDGE COURT	LOU IVY ROAD	W END	P2X	0.08
COPPEDGE TRAIL	MILLER FARMS LANE	LOU IVY ROAD	P2X	0.29
CORLEY ROAD	1990' W JIMMY CARTER BVD	PEACHTREE STREET	P2X	0.28
CORLEY ROAD	JIMMY CARTER BOULEVARD	1900' W JIMMY CARTER BVD	P2X	0.36
CORNER OAK DRIVE	LANGFORD ROAD	E END	P2X	0.15
CORNERS COURT	CEDAR CORNERS TRAIL	S END	P2X	0.08
CORNERS INDUSTRIAL COURT	PEACHTREE CORNERS CIRCLE	W END	P2X	0.21
CORNERS WAY	JAY BIRD ALLEY	PEACHTREE CORNERS CIRCLE	P2X	0.36
COTTNEY CROFT WAY	LINNADINE WAY	E END	P2X	0.06
COURTSIDE DRIVE	SPALDING DRIVE	860' NW PEACHTREE CORNERS	P2X	0.77

COURTSIDE DRIVE NWB	PEACHTREE CORNERS CIRCLE	860' NW PEACHTREE CORNERS	P2X	0.16
COURTSIDE DRIVE SEB	670' NW PEACHTREE COR	PEACHTREE CORNERS CIR	P2X	0.13
COURTSIDE PLACE	COURTSIDE DRIVE	COURTSIDE TERRACE	P2X	0.03
COURTSIDE TERRACE	S END	N END	P2X	0.14
COURTYARDS DRIVE	NORTHWOODS PARKWAY	LANGFORD ROAD	P2X	0.16
COVENA COURT	FLIPPEN TRAIL	E END	P2X	0.05
COVENTRY PARK COURT	COVENTRY PARK LANE	W END	P2X	0.07
COVENTRY PARK LANE	BUSH ROAD	N END	P2X	0.17
CRAB ORCHARD LANE	S END	N END	P2X	0.09
CREEK BROOK DRIVE	MAINSTREAM CIRCLE	N END	P2X	0.11
CREEKSIDE COURT	FITZPATRICK WAY	W END	P2X	0.08
CREEKSIDE DRIVE	GRAYWOOD TRACE	S END	P2X	0.21
CREEKSTONE DRIVE	CROOKED CREEK ROAD	E END	P2X	0.23
CREEKSTONE PLACE	CROOKED CREEK	W END	P2X	0.03
DAFFODIL LANE	FRANK NEELY ROAD	W END	P2X	0.06
DAIRY WAY	HARROW TRACE	S END	P2X	0.10
DATA DRIVE	TRIANGLE PARKWAY	SPALDING DRIVE	P2X	0.23
DAVINCI COURT	PEACHTREE CORNERS CIRCLE	S END	P2X	0.13
DEER MOSS WAY	SCOTTS MILL RUN	W END	P2X	0.09
DENTON CIRCLE	ALLENHURST DRIVE	ALLENHURST DRIVE	P2X	0.35
DILLARDS MILL WAY	SCOTTS MILL RUN	W END	P2X	0.14
DOCK COURT	WHITECAP LANE	S END	P2X	0.05
DOERUN COURT	STILSON CIRCLE	W END	P2X	0.15
DOVE FIELD COURT	FRANK NEELY ROAD	E END	P2X	0.08
DOVERSHERE DRIVE	WICKERSHIRE DRIVE	N END	P2X	0.05
DOVERSHERE TRACE	WICKERSHIRE DRIVE	N END	P2X	0.03
DUNLIN SHORE COURT	AVOCET DRIVE	W END	P2X	0.45
DUNWOODY CLUB CREEK	DUNWOODY CLUB DRIVE	E END	P2X	0.18
DUNWOODY CLUB DRIVE	DEKALB COUNTY LINE	DEKALB COUNTY LINE	P2X	0.12
DUNWOODY GLEN COURT	DUNWOODY CLUB DRIVE	N END	P2X	0.08
DUNWOODY MILL COURT	DUNWOODY CLUB DRIVE	N END	P2X	0.10
EASTMAN TRAIL	DENTON CIRCLE	PEACHTREE CORNERS CIRCLE	P2X	0.11
EDGERTON DRIVE	E END	ANCIENT AMBER WAY	P2X	0.78
EDGEWATER COURT	RIVERVIEW DRIVE	W END	P2X	0.04
ENDDEN COURT	QUAIL RIDGE WAY	S END	P2X	0.07
ENGINEERING DRIVE	SPALDING DRIVE	PEACHTREE PARKWAY	P2X	0.63
EVERETT COURT	SR 141	S END	P2X	0.38
FAIRGROVE COURT	ROSECOMMON DRIVE	E END	P2X	0.06
FAIRLEY HALL COURT	ARMLEY POINTE	N END	P2X	0.09
FARMINGTON LANE	WILDWOOD FARM DRIVE	S END	P2X	0.18
FELHURST WAY	ANCROFT CIRCLE	ANCROFT CIRCLE	P2X	0.08
FERN PARK COURT	TREADDUR BAY LANE	E END	P2X	0.06
FERNWAY COURT	ROSECOMMON DRIVE	N END	P2X	0.05
FIELDING LANE	STILSON CIRCLE	SPRINGFIELD DRIVE	P2X	0.12
FITZPATRICK TERRACE	FITZPATRICK WAY	E END	P2X	0.12
FITZPATRICK TRACE	FITSPATRICK WAY	W END	P2X	0.10
FITZPATRICK WAY	JONES BRIDGE CIRCLE	JONES BRIDGE CIRCLE	P2X	0.54
FITZPATRICK WAY	S END	JONES BRIDGE CIRCLE	P2X	0.72
FLIPPEN TRAIL	CLINCHFIELD TRAIL	S END	P2X	0.43
FLIPPEN TRAIL	ALLENHURST DRIVE	CLINCHFIELD TRAIL	P2X	0.48
FLORIDA AVENUE	FIFTH STREET	JONES MILL ROAD	P2X	0.13
FLORIDA AVENUE	JONES MILL ROAD	E END	P2X	0.30

FOLLY PLACE	FORT FISHER WAY	W END	P2X	0.11
FONTENOY COURT	WYNTREE DRIVE	W END	P2X	0.09
FORT FISHER WAY	OUTER BANK DRIVE	OUTER BANK DRIVE	P2X	0.40
FOX HILL COURT	FOX HILL DRIVE	S END	P2X	0.09
FOX HILL DRIVE	EAST JONES BRIDGE ROAD	JONES BRIDGE CIRCLE	P2X	0.38
FOXWOOD ROAD	BUSH ROAD	RIVEREDGE DRIVE	P2X	0.43
FRANK NEELY ROAD	SPALDING DRIVE	RACHEL RIDGE	P2X	0.62
FREEDOM LANE	S BERKLEY LAKE ROAD	SOUTH OLD PEACHTREE	P2X	0.32
FRUITHURST LANE	GLEN MEADOW DRIVE	E END	P2X	0.10
GALLATREE LANE	JONES BRIDGE ROAD	N END	P2X	0.19
GARDEN COURT	HEATHWOOD LANE	S END	P2X	0.03
GARNABY LANE	BROADGREEN DRIVE	W END	P2X	0.28
GATEWAY DRIVE	PEACHTREE INDUSTRIAL BVD	AMWILER INDUSTRIAL DRIVE	P2X	0.24
GATEWOOD CIRCLE	GATEWOOD LANE	E END	P2X	0.06
GATEWOOD LANE	RIVER COURT	RIDGE GATE DRIVE	P2X	0.28
GEORGIA AVENUE	3RD STREET	E END	P2X	0.23
GERALDINE COURT	RIDGEMOOR DRIVE	S END	P2X	0.05
GILLELAND LANE	AMWILER ROAD	E END	P2X	0.27
GLEN MEADOW DRIVE	E END	E END	P2X	0.79
GLEN MEADOW LANE	N END	POPULAR BLUFF CIRCLE	P2X	0.12
GOLDEN LEAF GROVE	GOLDEN LEAF TRAIL	S END	P2X	0.06
GOLDEN LEAF TRAIL	E END	BLUE IRIS HOLLOW	P2X	0.20
GOOSE CREEK COVE	GOOSE CREEK WAY	N END	P2X	0.14
GOOSE CREEK WAY	OUTER BANK DRIVE	E END	P2X	0.16
GOVERNORS LAKE DRIVE	GOVERNORS LAKE PKWY	PEACHTREE INDUSTRIAL BVD	P2X	0.16
GOVERNORS LAKE PARKWAY	JONES MILL ROAD	PEACHTREE INDUSTRIAL BLVD	P2X	0.89
GRAN RIVER GLEN	RIVER HOLLOW RUN	BUSH ROAD	P2X	0.27
GRAND FOREST COURT	GRAND FOREST DRIVE	W END	P2X	0.09
GRAND FOREST DRIVE	COURTSIDE DRIVE	JAY BIRD ALLEY	P2X	0.32
GRAND HERON COURT	POMERANE LANE	N END	P2X	0.04
GRANITE SPRINGS LANE	RIVER BOTTOM DRIVE	N END	P2X	0.03
GRAYWOOD TRACE	JONES BRIDGE CIRCLE	FITZPATRICK WAY	P2X	0.33
GREEN POINTE PARKWAY	3360' S JONES MILL ROAD	PEACHTREE INDUSTRIAL BVD	P2X	0.21
GREEN POINTE PARKWAY	JONES MILL ROAD	3360' S JONES MILL ROAD	P2X	0.64
GREENBANK TERRACE	REVINGTON DRIVE	E END	P2X	0.06
GREENERT DRIVE	EVERETT COURT	E END	P2X	0.07
GRIST MILL COURT	LOU IVY ROAD	N END	P2X	0.12
GRIZZARD COURT	N END	S END	P2X	0.08
GRIZZARD TRAIL	PEACHTREE CORNERS CIRCLE	GRIZZARD COURT	P2X	0.06
GROVE HILL COURT	PRIMROSE LANE	E END	P2X	0.04
GROVE PARK DRIVE	LOU IVY ROAD	NATCHEZ TRACE COURT	P2X	0.25
GUNNIN ROAD	SPALDING DRIVE	200' N MATCH POINTE	P2X	0.77
GUNNIN ROAD	200' N MATCH POINT	N END	P2X	0.32
GUTHRIDGE COURT	N END	REPS MILLER ROAD	P2X	0.11
GUYTON COURT	CLINCHFIELD TRAIL	W END	P2X	0.12
HALL BROOK DRIVE	EAST JONES BRIDGE ROAD	S END	P2X	0.12
HAMMERSTONE COURT	NEELY FARM DRIVE	E END	P2X	0.08
HAMPTON COURT	NORTH HAMPTON RIDGE	N END	P2X	0.04
HARROW TRACE	RIVER BOTTOM DRIVE	W END	P2X	0.18
HAWK RUN	RIVER BOTTOM DRIVE	N END	P2X	0.08
HEATHWOOD LANE	ROSECOMMON DRIVE	W END	P2X	0.17
HEATHWOOD LANE	SPALDING DRIVE	ROSECOMMON DRIVE	P2X	0.04

HEATHWOOD LANE	SPALDING DRIVE	GLEN MEADOW DRIVE	P2X	0.04
HERRINGTON DRIVE	US 23	N END	P2X	0.20
HIGH MEADOW DRIVE	AMBERGLADE COURT	S END	P2X	0.15
HIGH SHOALS DRIVE	S END	PEACHTREE CORNERS CIR	P2X	0.33
HIGHCROFT CIRCLE	SOUTH OLD P'TREE	HIGHCROFT CIRCLE	P2X	0.65
HOLCOMB WAY	HOLCOMB BRIDGE	MCEACHERN WAY	P2X	0.27
HOLLY BANK COURT	STATION MILL DRIVE	N END	P2X	0.06
HOLSTEIN HILL DRIVE	INDIAN FIELD	HARROW TRACE	P2X	0.16
HUMPHRIES WAY	AMWILER ROAD	N END	P2X	0.24
HUNTERS CHASE COURT	WOODSTONE LANE	E END	P2X	0.04
INDIAN FIELD	RIVER BOTTOM DRIVE	W END	P2X	0.11
INDIAN RIVER DRIVE	RIVER BOTTOM DRIVE	FRANK NEELY ROAD	P2X	0.24
INDUSTRIAL PARK DRIVE	NORTH BERKELEY LAKE	2680' W BERKELEY LAKE RD	P2X	0.51
INDUSTRIAL PARK DRIVE	2680' W BERKELEY LAKE RD	SOUTH OLD PEACHTREE RD	P2X	0.19
INLET COURT	MAINSTREAM CIRCLE	W END	P2X	0.05
IRON DUKE COURT	RIVERLAKE DRIVE	N END	P2X	0.15
JAY BIRD ALLEY	SPALDING DRIVE	PEACHTREE CORNERS CIRCLE	P2X	0.34
JAY BIRD ALLEY	PEACHTREE CORNERS CIRCLE	PEACHTREE PARKWAY	P2X	0.73
JONES BRIDGE CIRCLE	WEST JONES BRIDGE	EAST JONES BRIDGE	P2X	1.93
JONES CHAPEL COURT	WINTERS HILL DRIVE	W END	P2X	0.05
JONES MILL COURT	PEACHTREE CORNERS CIRCLE	W END	P2X	0.28
JONES MILL ROAD	WINTERS CHAPEL	E END	P2X	0.40
JONES MILL ROAD	JONES MILL COURT	JONES MILL SPUR	P2X	0.10
JONES MILL ROAD	JONES MILL SPUR	W END	P2X	0.62
JONES MILL SPUR	PEACHTREE CORNERS CIRCLE	JONES MILL ROAD	P2X	0.10
KENTFORD LANE	BANKSIDE WAY	N END	P2X	0.12
KILLINGSWORTH TRACE	THAMESGATE CLOSE	MILLHOUSE LANE	P2X	0.10
KING'S ABBOT WAY	LINNADINE WAY	N END	P2X	0.16
KING'S PADDOCK COURT	GARNABY LANE	N END	P2X	0.14
KINGSLEY PARK COURT	KINGSLEY PARK LANE	N END	P2X	0.26
KINGSLEY PARK LANE	BUSH ROAD	KINGSLEY PARK COURT	P2X	0.33
KINGSTON COURT	PEACHTREE INDUSTRIAL BVD	W END	P2X	0.40
KINNARD DRIVE	N END	E END	P2X	0.42
KITTIWAKE CIRCLE	AVOCET DRIVE	KITTIWAKE CIRCLE	P2X	0.15
KLINECT COURT	PEACHTREE CORNERS CIRCLE	S END	P2X	0.09
KNOX COURT	FITZPATRICK WAY	W END	P2X	0.12
KNOX PLACE	FITZPATRICK WAY	E END	P2X	0.05
LACKLAND COURT	SPALDING BLUFF	W END	P2X	0.07
LAKE VIEW LANE	WINTERS CHAPEL	1050' E WINTERS CHAPEL	P2X	0.20
LAKE VIEW LANE	1050' E WINTERS CHAPEL	CLEAR LAKE COURT	P2X	0.22
LAMBERTH COURT	BANKSIDE WAY	S END	P2X	0.05
LAPWING COURT	AVOCET DRIVE	AVOCET DRIVE	P2X	0.05
LINDEN LANE	SPRING DRIVE	N END	P2X	0.09
LINNADINE WAY	GALLATREE LANE	N END	P2X	0.31
LITTLE LEAF COURT	GOLDEN LEAF TRAIL	S END	P2X	0.05
LOB COURT	GUNNIN ROAD	E END	P2X	0.06
LOBLOLLY TRAIL	QUAIL RIDGE WAY	N END	P2X	0.21
LOCKLEAR COURT	LOCKLEAR WAY	E END	P2X	0.07
LOCKLEAR WAY	VIC-AR ROAD	E END	P2X	0.29
LOCKRIDGE DRIVE	KINNARD DRIVE	TILTON LANE	P2X	0.87
LOU IVY ROAD	BUSH ROAD	SOUTH OLD PEACHTREE RD	P2X	1.05
MAGNOLIA MILL COURT	GUNNIN ROAD	N END	P2X	0.14

MAINSTREAM CIRCLE	N END	N END	P2X	0.49
MANTEO INLET	OUTER BANK DRIVE	W END	P2X	0.15
MARCHBOLT COURT	STAVERLY LANE	E END	P2X	0.14
MARKHAM COURT	ATLANTIC BOULEVARD	S END	P2X	0.13
MARSH HAWK TRAIL	DUNLIN SHORE COURT	N END	P2X	0.06
MARTECH COURT	ALLENHURST DRIVE	S END	P2X	0.10
MARTHA KING COURT	WESTCHESTER COURT	S END	P2X	0.06
MARY COURT	MARY WALK	S END	P2X	0.03
MARY WALK	JONES BRIDGE CIRCLE	N END	P2X	0.23
MATCH POINT	GUNNIN ROAD	E END	P2X	0.18
MAYAPPLE COURT	RACHEL RIDGE ROAD	S END	P2X	0.05
MCEACHERN WAY	W END	E END	P2X	0.09
MEADOW CREEK DRIVE	N END	S END	P2X	0.19
MEADOW GREEN CIRCLE	MEADOW CREEK DRIVE	E END	P2X	0.11
MEADOW GREEN COURT	MEADOW RUE DRIVE	E END	P2X	0.07
MEADOW RUE DRIVE	150' W MEADOW RUE LANE	HOLCOMB BRIDGE ROAD	P2X	0.46
MEADOW RUE DRIVE	150' W MEADOW RUE LANE	MEADOW CREEK DRIVE	P2X	0.26
MEADOW RUE LANE	MEADOW RUE DRIVE	MEADOW RUE DRIVE	P2X	0.13
MEADOWDALE COURT	HALLBROOK DRIVE	W END	P2X	0.12
MECHANICSVILLE ROAD	PEACHTREE STREET	JONES MILL ROAD	P2X	0.35
MERSHON TRAIL	ALLENHURST DRIVE	N END	P2X	0.10
METRIC PLACE	TRIANGLE PARKWAY	E END	P2X	0.12
MIDDLEWICH LANE	MEDLOCK BRIDGE ROAD	ANCROFT CIRCLE	P2X	0.03
MILLER COURT	VIC-AR ROAD	N END	P2X	0.10
MILLER FARMS COURT	MILLER FARMS LANE	N END	P2X	0.10
MILLER FARMS LANE	LOU IVY ROAD	N END	P2X	0.33
MILLERS TRACE	SCOTTS MILL RUN	W END	P2X	0.13
MILLET WAY	FRANK NEELY ROAD	E END	P2X	0.05
MILLHOUSE LANE	N END	S END	P2X	0.28
MILLSTONE COURT	WALDEN MILL DRIVE	S END	P2X	0.06
MISSENDELL LANE	E END	AUDLEY LANE	P2X	0.34
MONARCH PINE DRIVE	MONARCH PINE LANE	WYNCROFT PLACE	P2X	0.29
MONARCH PINE LANE	WYNTREE ROAD	E END	P2X	0.15
MORAN WAY	N END	S END	P2X	0.16
MORRIS COURT	PEACHTREE CORNERS CIRCLE	W END	P2X	0.07
MOSSY RIDGE COURT	SCOTTS MILL RUN	W END	P2X	0.04
MOUNT BERRY LANE	ALLENHURST DRIVE	E END	P2X	0.17
MOUNT REPOSE LANE	REVINGTON DRIVE	N END	P2X	0.08
MOUNTCREEK COURT	MOUNTCREEK PLACE	W END	P2X	0.09
MOUNTCREEK PLACE	CORNERS WAY	W END	P2X	0.15
NAHUNTA COURT	FLIPPEN TRAIL	N END	P2X	0.09
NATCHEZ TRACE COURT	GROVE PARK DRIVE	S END	P2X	0.29
NAYLOR COURT	CLINCHFIELD TRAIL	E END	P2X	0.04
NEELY COURT	GUNNIN ROAD	S END	P2X	0.06
NEELY FARM DRIVE	QUAIL RIDGE WAY	RIVER BOTTOM DRIVE	P2X	0.39
NEELY MEADOWS COURT	NEELY MEADOWS DRIVE	N END	P2X	0.05
NEELY MEADOWS DRIVE	FRANK NEELY DRIVE	N END	P2X	0.21
NEWTON DRIVE	LOCKLEAR WAY	WINTERS CHAPEL ROAD	P2X	0.08
NIGHT HERON LANE	DUNLIN SHORE COURT	W END	P2X	0.04
NOBLEMAN POINT	WELLINGTON MIST POINT	N END	P2X	0.33
NORTH HAMPTON RIDGE	MEDLOCK BRIDGE ROAD	W END	P2X	0.17
NORTHEAST PARKWAY	AMWILER ROAD	AMWILER ROAD	P2X	0.42

NORTHWOODS CIRCLE	NORTHWOODS PARKWAY	NORTHWOODS PARKWAY	P2X	0.44
NORTHWOODS PARKWAY (EB)	LANGFORD ROAD	300' S P I B	P2X	0.00
NORTHWOODS PARKWAY WB	300' S PIB	LANGFORD ROAD	P2X	0.96
NORTHWOODS PLACE	NORTHWOODS CIRCLE	N END	P2X	0.08
OLD BRIDGE LANE	STATION MILL DRIVE	N END	P2X	0.20
OLD IVY ROAD	SUMMERTREE COURT	S END	P2X	0.20
OLD LYME COURT	LOU IVY ROAD	W END	P2X	0.14
OLD WOODALL COURT	DUNWOODY CLUB ROAD	W END	P2X	0.08
ORCHARD KNOLL	STATION MILL DRIVE	E END	P2X	0.12
ORCHARD STREET	SPALDING DRIVE	PEACHTREE CORNERS CIRCLE	P2X	0.19
OSAGE COURT	WILBANKS DRIVE	W END	P2X	0.04
OUTER BANK DRIVE	JONES BRIDGE CIRCLE	N END	P2X	0.76
PACIFIC COURT	JIMMY CARTER BLVD	S END	P2X	0.11
PARK CENTRAL AVENUE	W END	SPALDING PARK DRIVE	P2X	0.20
PARK CENTRAL SQUARE	PARK CENTRAL AVENUE	PARK CENTRAL AVENUE	P2X	0.05
PARKMONT COURT	CORNERS WAY	S END	P2X	0.10
PARKSIDE COURT	CORNERS WAY	S END	P2X	0.13
PARKSPRING TERRACE	SPRINGFIELD COURT	N END	P2X	0.11
PARKWAY LANE	THE CORNERS PARKWAY	JAY BIRD ALLEY	P2X	0.12
PARKWAY LANE	JAY BIRD ALLEY	PEACHTREE PARKWAY	P2X	0.52
PARTON COURT	PEACHTREE CORNERS CIRCLE	N END	P2X	0.18
PATRICK COURT	FITZPATRICK WAY	S END	P2X	0.14
PATRICK TRACE	JONES BRIDGE CIRCLE	N END	P2X	0.08
PEACHMONT TERRACE	CORNERS WAY	E END	P2X	0.10
PEACHTREE CORNERS EAST	PEACHTREE INDUSTRIAL BVD	N END	P2X	0.13
PEACHTREE STREET	2ND(SECOND) STREET	W END	P2X	0.18
PEACHTREE STREET	MECHANICSVILLE ROAD	E END	P2X	0.59
PEACHTREE STREET	2ND (SECOND) STREET	MECHANICSVILLE ROAD	P2X	0.22
PENTEL COURT	TILTON LANE	S END	P2X	0.14
PETHERTON WAY	ANCROFT CIRCLE	ANCROFT CIRCLE	P2X	0.14
PIGEON HAWK COURT	AVOCET DRIVE	W END	P2X	0.04
POMARINE CIRCLE	POMARINE LANE	POMARINE LANE	P2X	0.20
POMARINE LANE	AVOCET DRIVE	POMARINE CIRCLE	P2X	0.16
POPLAR BLUFF CIRCLE	POPLAR SPRINGS DR	POPLAR SPRINGS DR	P2X	0.49
POPLAR BLUFF COURT	POPLAR BLUFF CIRCLE	POPLAR BLUFF CIRCLE	P2X	0.05
POPLAR SPRING COURT	POPLAR SPRINGS DR	N END	P2X	0.12
POPLAR SPRING DRIVE	FRANK NEELY ROAD	POPLAR BLUFF CIRCLE	P2X	0.27
PORTAL PLACE	STILSON CIRCLE	W END	P2X	0.06
PRIMROSE HILL COURT	HOLCOMB BRIDGE ROAD	W END	P2X	0.05
PRIMROSE LANE	GLEN MEADOW DRIVE	GLEN MEADOW DRIVE	P2X	0.26
PRINCESS LANE	ORCHARD STREET	S END	P2X	0.07
PRO DRIVE	FLIPPEN TRAIL	VOLLEY LANE	P2X	0.13
PROCESS DRIVE	SOUTH OLD PEACHTREE RD	N END	P2X	0.13
QUAIL RIDGE WAY	S END	W END	P2X	0.44
RACHEL RIDGE	RIVER BOTTOM ROAD	QUAIL RIDGE WAY	P2X	0.56
RAINFOREST CIRCLE	COURTSIDE DRIVE	PRIVATE ROAD	P2X	0.03
RAINFOREST CIRCLE	COURTSIDE DRIVE	COURTSIDE DRIVE	P2X	0.21
RAMEY COURT	RACHEL RIDGE	N END	P2X	0.06
RAMUNDO DRIVE	LOCKRIDGE DRIVE	TILTON LANE	P2X	0.36
RANGER COURT	GUNNIN ROAD	N END	P2X	0.16
RAPIDS COURT	WHITEWATER DRIVE	W END	P2X	0.03
REBEL RIDGE COURT	EAST JONES BRIDGE ROAD	E END	P2X	0.18

REBEL RIDGE DRIVE	REBEL RIDGE COURT	BROADGREEN DRIVE	P2X	0.08
REPS MILLER ROAD	PEACHTREE INDUSTR	N END	P2X	0.23
RESEARCH COURT	RESEARCH DRIVE	S END	P2X	0.23
RESEARCH DRIVE	TECHNOLOGY PARKWAY	E END	P2X	0.17
REVINGTON DRIVE	JONES BRIDGE CIRCLE	E END	P2X	0.34
RIDGEGATE CIRCLE	RIDGEGATE DRIVE	E END	P2X	0.06
RIDGEGATE DRIVE	SR 141	RIVER COURT	P2X	0.17
RIDGEGATE DRIVE	RIVER COURT	RIVER COURT	P2X	1.18
RIDGE-MOORE DRIVE	WOMACK ROAD	E END	P2X	0.33
RIVER BOTTOM DRIVE	BLACKBERRY HILL	N END	P2X	0.66
RIVER BOTTOM DRIVE	S END	BLACKBERRY HILL	P2X	0.25
RIVER COURT	E END	RIDGEGATE DRIVE	P2X	0.33
RIVER HOLLOW RUN	S END	W END	P2X	0.47
RIVER MANSION COURT	RIVER MANSION DRIVE	S END	P2X	0.10
RIVER MANSION DRIVE	BUSH ROAD	S END	P2X	0.62
RIVER STREAM CIRCLE	MAINSTREAM CIRCLE	E END	P2X	0.16
RIVER WALK COURT	RIVER WALK DRIVE	E END	P2X	0.05
RIVER WALK DRIVE	BUSH ROAD	E END	P2X	0.20
RIVERCREST DRIVE	WEST JONES BRIDGE	MAINSTREAM CIRCLE	P2X	0.05
RIVEREDGE DRIVE	N END	FOXWOOD ROAD	P2X	0.58
RIVERFIELD DRIVE	E END	EAST JONES BRIDGE ROAD	P2X	0.27
RIVERLAKE DRIVE	RIVERVIEW DRIVE	RIDGEGATE DRIVE	P2X	0.10
RIVERLAKE DRIVE	RIVERVIEW DRIVE	N END	P2X	0.60
RIVERTHUR COURT	TURNBURY OAKS DRIVE	E END	P2X	0.04
RIVERTHUR PLACE	E END	S END	P2X	0.15
RIVERVIEW DRIVE	N END	RIVERVIEW WAY	P2X	0.46
RIVERVIEW DRIVE	RIVERVIEW WAY	RIVERLAKE DRIVE	P2X	0.34
RIVERVIEW WAY	RIDGEGATE DRIVE	RIVERVIEW DRIVE	P2X	0.11
ROKEFIELD WAY	LINNADINE WAY	E END	P2X	0.09
ROSECOMMON DRIVE	HEATHWOOD LANE	HEATHWOOD LANE	P2X	0.90
ROSEWOOD COURT	WILDWOOD FARMS DRIVE	S END	P2X	0.02
ROYAL PENNON COURT	W END	W END	P2X	0.29
RYAN ROAD	WOODHILL DIRVE	HOLCOMB BRIDGE	P2X	0.19
RYDAL COURT	BERRYTON COURT	S END	P2X	0.04
SAPELO TRAIL	W END	E END	P2X	0.28
SATURN COURT	PEACHTREE INDUSTRIAL BVD	N END	P2X	0.16
SAYBROOK COURT	LOU IVY ROAD	E END	P2X	0.06
SCHILLING RIDGE	COPPEDGE TRAIL	N END	P2X	0.10
SCIENTIFIC DRIVE	PEACHTREE PARKWAY	TECHNOLOGY PARKWAY	P2X	0.32
SCOTTS CREEK TRAIL	SCOTTS MILL RUN	W END	P2X	0.12
SCOTTS MILL RUN	BUSH ROAD	LOU IVY ROAD	P2X	0.83
SCOTTS MILL WAY	SCOTTS MILL RUN	E END	P2X	0.11
SHAWN COURT	JONES BRIDGE CIRCLE	N END	P2X	0.08
SHAWN TERRACE	FITZPATRICK WAY	W END	P2X	0.26
SMITHPOINTE DRIVE	HOLCOMB BRIDGE ROAD	E END	P2X	0.04
SOCIAL CIRCLE	ALLENHURST DRIVE	S END	P2X	0.05
SOUTH PEACHTREE STREET	JIMMY CARTER BOULEVARD	US 23	P2X	0.24
SOUTHPORT CLOSE	SOUTHPORT CROSSING	S END	P2X	0.06
SOUTHPORT CROSSING	FORT FISHER WAY	OUTER BANK DRIVE	P2X	0.22
SPALDING BLUFF COURT	SPALDING BLUFF	W END	P2X	0.03
SPALDING BLUFF DRIVE	SPALDING DRIVE	W END	P2X	0.21
SPALDING BRIDGE COURT	MEDLOCK BRIDGE ROAD	E END	P2X	0.26

SPALDING CHASE DRIVE	CROOKED CREEK	N END	P2X	0.10
SPALDING GLEN DRIVE	WINTERS CHAPEL ROAD	WINTER HILL DRIVE	P2X	0.16
SPALDING HOLLOW	SPALDING DRIVE	N END	P2X	0.37
SPALDING LANE	WINTERS CHAPEL ROAD	FULTON COUNTY LINE	P2X	0.04
SPALDING MILL PLACE	BRIDGE MILL COURT	W END	P2X	0.13
SPALDING PARK DRIVE	SPALDING PARK PLACE	N END	P2X	0.09
SPALDING PARK PLACE	E END	W END	P2X	0.18
SPALDING TERRACE	SPALDING DRIVE	E END	P2X	0.57
SPALDING WOOD DRIVE	SPALDING PARK DRIVE	SPALDING PARK PLACE	P2X	0.12
SPRING DRIVE	WINTERS CHAPEL	S END	P2X	0.80
SPRING HOUSE LANE	STATION MILL DRIVE	E END	P2X	0.08
SPRINGFIELD COURT	SPRINGFIELD DRIVE	E END	P2X	0.05
SPRINGFIELD DRIVE	SPRINGFIELD DRIVE	JONES BRIDGE CIRCLE	P2X	0.56
SPUR CIRCLE	ALLENHURST DRIVE	E END	P2X	0.06
STADIUM COURT	COURTSIDE DRIVE	W END	P2X	0.05
STATION MILL COURT	STATION MILL DRIVE	E END	P2X	0.10
STATION MILL DRIVE	HOLCOMB BRIDGE ROAD	S END	P2X	0.39
STAVERLY LANE	N END	S END	P2X	0.33
STILSON CIRCLE	JONES BRIDGE CIRCLE	STILSON CIRCLE	P2X	0.69
STONEHENGE DRIVE	FOXWOOD ROAD	N END	P2X	0.09
SUMAC DRIVE	DEKALB COUNTY LINE	S END	P2X	0.53
SUMMERTREE COURT	BUSH ROAD	S END	P2X	0.10
SUMMIT TRAIL	HOLCOMB BRIDGE ROAD	S END	P2X	0.18
SUN COURT	ENGINEERING DRIVE	E END	P2X	0.13
SUNBURST DRIVE	EAST JONES BRIDGE ROAD	E END	P2X	0.07
SUNFLOWER WAY	GLEN MEADOW DRIVE	SPALDING DRIVE	P2X	0.05
TALBOT WAY	STATION MILL COURT	S END	P2X	0.05
TECHNOLOGY PARKWAY	WESTECH DRIVE	SR 141	P2X	0.52
TECHNOLOGY PARKWAY	SPALDING DRIVE	WESTECH DRIVE	P2X	0.91
TECHNOLOGY SOUTH PARKWAY	TECHNOLOGY PARKWAY	PEACHTREE INDUSTRIAL BVD	P2X	0.45
THAMESGATE CLOSE	WENTWORTH DRIVE	N END	P2X	0.14
THAMESGATE CLOSE	E END	N END	P2X	0.16
THE CORNERS PARKWAY	HOLCOMB BRIDGE ROAD	CROOKED CREEK PARK ROAD	P2X	0.70
THE DALES LANE	GARNABY LANE	CHAVERSHAM LANE	P2X	0.05
TILTON LANE	N END	W END	P2X	0.54
TREADDUR BAY LANE	EDGERTON DRIVE	N END	P2X	0.17
TRIANGLE DRIVE	TRIANGLE PARKWAY	PEACHTREE PARKWAY	P2X	0.11
TRIANGLE PARKWAY	SPALDING DRIVE	PEACHTREE CORNERS CIRCLE	P2X	0.78
TRION COVE	HIGH SHOALS DRIVE	E END	P2X	0.05
TURNBURY OAKS DRIVE	BUSH ROAD	S END	P2X	0.20
TURNSTONE COURT	AVOCET DRIVE	AVOCET DRIVE	P2X	0.05
VALLEY MIST COURT	WEST JONES BRIDGE ROAD	WEST END	P2X	0.06
VALLEY MIST TRACE	WEST JONES BRIDGE ROAD	N END	P2X	0.11
VALLEYCREST COURT	MAINSTREAM CIRCLE	N END	P2X	0.11
VIC-AR COURT	VIC-AR ROAD	N END	P2X	0.11
VIC-AR ROAD	TILTON LANE	N END	P2X	0.50
VIKING COURT	VIC-AR ROAD	N END	P2X	0.08
VILLAGE WALK DRIVE	SPALDING DRIVE	PARK CENTRAL AVENUE	P2X	0.05
VIRGINIA AVENUE	5TH STREET	E END	P2X	0.06
VIRGINIA AVENUE	3RD STREET	E END	P2X	0.06
VOLLEY LANE	MATCHPOINT DRIVE	S END	P2X	0.25
WALDEN COURT	JONES BRIDGE CIRCLE	S END	P2X	0.04

WALDEN MILL DRIVE	MILLHOUSE LANE	EAST JONES BRIDGE	P2X	0.20
WALDEN TRACE	JONES BRIDGE CIRCLE	N END	P2X	0.06
WATERPORT WAY	SCOTTS MILL RUN	N END	P2X	0.29
WAYFIELD DRIVE	WILLIAMSPORT DRIVE	WHITEWATER DRIVE	P2X	0.29
WELLINGTON LAKE COURT	RIVERLAKE DRIVE	N END	P2X	0.12
WELLINGTON LAKE DRIVE	SR 141	RIVERLAKE DRIVE	P2X	0.08
WELLINGTON MIST POINT	RIVERLAKE DRIVE	S END	P2X	0.17
WENTWORTH DRIVE	EAST JONES BRIDGE DRIVE	MILLHOUSE LANE	P2X	0.20
WESTCHESTER COURT	LOU IVY ROAD	W END	P2X	0.11
WESTCHESTER COURT	LOU IVY ROAD	E END	P2X	0.15
WESTECH DRIVE	TECHNOLOGY PARKWAY	SR 141	P2X	0.35
WESTERLEIGH COURT	WILLIAMSPORT DRIVE	N END	P2X	0.13
WETHERBURN WAY	HOLCOMB BRIDGE ROAD	SPALDING DRIVE	P2X	0.16
WHITECAP LANE	N END	S END	P2X	0.21
WHITESBURG COURT	EASTMAN TRAIL	E END	P2X	0.06
WHITEWATER COURT	WHITEWATER DRIVE	S END	P2X	0.06
WHITEWATER DRIVE	EAST JONES BRIDGE ROAD	WHITECAP LANE	P2X	0.32
WHITEWATER DRIVE	WHITECAP LANE	N END	P2X	0.16
WHITTINGTON WAY	RIVERFIELD DRIVE	STAVERLY LANE	P2X	0.13
WICKERSHIRE DRIVE	WEST JONES BRIDGE	E END	P2X	0.21
WICKERSHIRE WAY	WICKERSHIRE DRIVE	N END	P2X	0.04
WICKFORD DRIVE	TURNBURY OAKS DRIVE	WICKFORD LANE	P2X	0.10
WICKFORD LANE	W END	N END	P2X	0.18
WILBANKS DRIVE	GUNNIN ROAD	N END	P2X	0.37
WILD GINGER COVE	CHABERSHAM LANE	S END	P2X	0.34
WILD GINGER PATH	WILD GINGER COVE	N END	P2X	0.06
WILD SONNET PATH	EDGERTON DRIVE	WILD SONNET TRAIL	P2X	0.06
WILD SONNET TRAIL	E END	S END	P2X	0.24
WILDWOOD FARMS DRIVE	BUSH ROAD	S END	P2X	0.28
WILLIAMSPORT DRIVE	EAST JONES BRIDGE ROAD	E END	P2X	0.35
WILLSTONE COURT	WINFORD COURT	S END	P2X	0.07
WILMER DRIVE	N END	N END	P2X	0.27
WILMER WALK	SHAWN TERRACE	W END	P2X	0.05
WIMBLEDON WAY	COURTSIDE TERRACE	S END	P2X	0.08
WINFORD COURT	WILLIAMSPORT DRIVE	E END	P2X	0.11
WINTERS HILL COURT	SPALDING GLEN DRIVE	WINTERS HILL DRIVE	P2X	0.15
WINTERS HILL DRIVE	WINTERS CHAPEL ROAD	SPALDING GLEN DRIVE	P2X	0.55
WINTERS HILL DRIVE	SPALDING GLEN DRIVE	N END	P2X	0.24
WOMACK COURT	LOCKRIDGE DRIVE	E END	P2X	0.13
WOMACK DRIVE	SPRING DRIVE	WINTERS CHAPEL	P2X	0.15
WOMACK ROAD	LOCKRIDGE DRIVE	N END	P2X	0.19
WOODHILL DRIVE	THE CORNERS PARKWAY	PEACHTREE PARKWAY	P2X	0.23
WOODKNOLL COURT	GRAYWOOD TRACE	N END	P2X	0.04
WOODSTONE LANE	RIVEREDGE DRIVE	FOXWOOD ROAD	P2X	0.15
WYNCROFT COURT	MONARCH PINE DRIVE	N END	P2X	0.05
WYNCROFT PLACE	N END	S END	P2X	0.15
WYNHALL DRIVE	LANGFORD ROAD	WYNTREE ROAD	P2X	0.28
WYNTREE COURT	WYNTREE DRIVE	E END	P2X	0.20
WYNTREE DRIVE	MEDLOCK BRIDGE RD	S END	P2X	0.45
YARROW BLUFF	WILD GINGER COVE	S END	P2X	0.04
YELLOW GINGER GLEN	WILD GINGER COVE	W END	P2X	0.09
YELLOW GINGER POINT	WILD GINGER COVE	E END	P2X	0.05

YOUNG ARTHUR TERRACE	NOBLEMAN POINT	S END	P2X	0.04
				110.07

STATE OF GEORGIA

COUNTY OF GWINNETT

INTERGOVERNMENTAL AGREEMENT TO PROVIDE STORMWATER SERVICES

WITHIN THE CITY OF PEACHTREE CORNERS

THIS AGREEMENT is made and entered into this 17<sup>th</sup> day of December, 2013 by and between GWINNETT COUNTY, GEORGIA, a political subdivision of the State of Georgia (hereinafter referred to as "COUNTY"); and the CITY OF PEACHTREE CORNERS, a municipal corporation chartered by the State of Georgia (hereinafter referred to as "PEACHTREE CORNERS"); each of which has been duly authorized to enter into this AGREEMENT.

WITNESSETH:

WHEREAS, pursuant to Article 9, Section 3, Paragraph 1 of the Constitution of Georgia of 1983, Peachtree Corners and the County are authorized to contract with one another for a period not exceeding fifty (50) years for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, provided that such contracts must deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide; and

WHEREAS, the Constitution of the State of Georgia of 1983, Article 9, Section 2, Paragraph 3(a)(6) provides that any county, municipality, or any combination thereof may provide certain utility services including stormwater collection and disposal systems; and

WHEREAS, the County, on November 1, 2005, adopted the Gwinnett County Stormwater Utility Ordinance, codified as Gwinnett County Code of Ordinances Chapter 100, Article III, Sections 100-51 through 100-64, inclusive, and created a stormwater utility, (hereinafter, referred to as the "Utility"), which shall be responsible for providing stormwater management systems, facilities and services through the unincorporated area of the County or within any city that has entered into an intergovernmental agreement with the County as authorized by law.

WHEREAS, the Georgia Constitution of 1983, Article 9, Section 2, Paragraph 3(b)(1) prohibits, except as otherwise provided by law, cities or counties from exercising governmental authority within each other's boundaries except by contract; and

WHEREAS, on July 1, 2011, House Bill 396 became effective and provided a charter for the new City of Peachtree Corners which the citizens of Peachtree Corners approved in a vote which incorporated their city; and

WHEREAS, on January 1, 2014, pursuant to the provisions of the Charter and of House Bill 396, Peachtree Corners shall become responsible for stormwater management within its boundaries; and

WHEREAS, Peachtree Corners has determined that entering into an intergovernmental agreement with the County is the most prudent way for the city to provide stormwater services required by Federal and State laws, regulations and permits; and

WHEREAS, at the request of Peachtree Corners and in order to aid in the City's transition, the parties have agreed for the County to provide stormwater management systems, facilities and services within the City of Peachtree Corners subject to the terms and conditions of this Intergovernmental Agreement; and

WHEREAS, the County and Peachtree Corners have duly authorized the execution of this Intergovernmental Agreement through appropriate Resolutions adopted by their respective governing bodies;

NOW, THEREFORE, in consideration of the mutual obligations recited below and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual promises contained herein, the County and the Peachtree Corners do agree and consent to the following:

1. The purpose of this Agreement is to define the nature and scope of stormwater management systems, facilities and services to be provided by the County within Peachtree Corners and to provide for the manner of payment for such services.

2. The County agrees that the Utility shall provide stormwater management systems, facilities and services within Peachtree Corners as set forth herein.

3. The term of this Agreement shall commence on January 1, 2014, and continue for a period of One, (1), Year.

4. After the first year of this Agreement, the Parties may mutually agree to extend said Agreement for Three, (3), periods of One, (1), Year, each. Peachtree Corners shall provide the County with written notice at least Six, (6), Months before the expiration of the original term or any extension thereof that it wishes to extend this Agreement for an additional term, and the County may agree to such an extension.

5.1. During the term of this Agreement or any extension thereto, the Utility shall provide the same stormwater management services within the boundaries of Peachtree Corners as it does in the unincorporated area of the County, including but not limited to obtaining all permits for the operation of Peachtree Corners' stormwater system, including the Municipal Separate Storm Sewer System, ("MS4"), Permit, subject to funding availability and to policy determinations made in the best

interest of public health, welfare and safety and the environment.

5.2. The public stormwater management systems and facilities within Peachtree Corners' corporate limits shall be as defined by the Stormwater Utility Ordinance with the following exceptions and clarifications. Public roads are not part of the public stormwater management system and facilities. Bridges with a span of 20 feet or more or culverts with a span or sum of spans of 20 feet or more are not part of the stormwater management systems and facilities.

5.3. Peachtree Corners agrees that Utility shall act as the agent of the City to address Federal and State stormwater regulatory issues associated with the Watershed Protection Compliance Plan, attached hereto and incorporated by reference as Exhibit "A," entitled "WPCP Utility Responsibilities and Required City Support," to the extent allowed by law or regulation.

5.4. Peachtree Corners agrees that the Utility, in providing stormwater management services within the City's boundaries will apply the County's stormwater requirements as these may be amended from time to time. The intent of this Section 5.4 is uniformity of development review and water quality protection within the County and within Peachtree Corners.

5.4.1. For stormwater regulations enforced by the Utility within city limits, Peachtree Corners agrees that County stormwater requirements are a minimum unless a variance is approved by the County. Appeals and variances will be in accordance with the County's requirements. The County will enforce stormwater conditions approved by Peachtree Corners during a rezoning case when such stormwater conditions may be stricter than the stormwater requirements. Enforcement actions will be as specified in the County's stormwater requirements.

5.4.2. Stormwater requirements include: the Illicit Discharge and Illegal Connection Ordinance, the Litter Control Ordinance, the Stream Buffer Protection Ordinance, the Stream Buffer Mitigation Bank Ordinance, the Floodplain Management Ordinance, the Soil Erosion and Sediment Control Ordinance, the Gwinnett County Stormwater Design Manual, and applicable articles in the Development Regulations and the Zoning Resolution. The Utility is not responsible for enforcing these ordinances within Peachtree Corners' city limits unless defined in Exhibit "A."

5.5. On the effective the date of this Agreement, Peachtree Corners shall convey to the County a License for all access, maintenance, and construction rights for all real property and all permanent interests in real property, including but not limited to easements, rights-of-way, and rights of entry held by

the City for the provision of stormwater management services and the operations of stormwater management systems and facilities as defined in Section 5.2. The term of said License shall coincide with the term of this Agreement or of any extension thereto. During the term of this Agreement or any extension thereto, Peachtree Corners shall retain title to the systems and facilities used for stormwater management.

5.6. Peachtree Corners shall retain all responsibility for completing development review on every application for construction of stormwater management systems and facilities that is pending before the city on the effective date of this Agreement. Moreover, Peachtree Corners agrees that it will retain responsibility for any matter for which it has received ante litem notice before the effective date of this Agreement. After the effective date of this Agreement, the County will be responsible for any matter covered by this Agreement for which either it or Peachtree Corners receives ante litem notice.

5.7. Notwithstanding the other terms and conditions recited herein, the County reserves the right to establish operation, maintenance and repair priorities among Peachtree Corners' public stormwater management systems and facilities, subject to funding availability and to policy determinations made in the best interest of public health, welfare and safety and the environment.

5.8. Peachtree Corners agrees that it and the County will coordinate enforcement of the County's stormwater requirements within the city's boundaries. Peachtree Corners shall be responsible for stormwater management plan review and inspections within its corporate limits. The enforcement of applicable stormwater requirements shall be in accordance with Exhibit "A." Peachtree Corners may recover the cost of the review and inspection in accordance with its regulations.

5.9. The County shall not be responsible for the public stormwater management system and facilities of new developments within Peachtree Corners until and unless the Utility has reviewed and approved as-built documents and inspected and approved the installed public stormwater management system and facilities. The Utility may recover the cost of the review and inspection by collecting fees as may be set by the County from time to time.

5.10. Peachtree Corners shall perform or cause to be performed Erosion Control plan review and inspections for developments within its corporate limits. The enforcement of applicable stormwater requirements shall be in accordance with Exhibit "A." Peachtree Corners may recover the cost of such review and inspection by collecting fees as it may set by from time to time.

5.11. Peachtree Corners and the County recognize that noncompliance with the Metropolitan North Georgia Water Planning District, ("District"), requirements may result in a future curtailment in water and sewer permitted capacity. Accordingly, Peachtree Corners shall fully comply with the District's Water Supply and Water Conservation Management Plan, Long-Term Wastewater Management Plan, and District-Wide Watershed Management Plan (hereinafter, the "Watershed Plan"). Any matter identified by the District or the Georgia Environmental Protection Division (EPD) as not being compliant with those plans which is within Peachtree Corners' domain, shall be corrected in the time specified by the District or EPD.

5.11.1. In compliance with the Watershed Plan, Peachtree Corners agrees that it shall participate in the Total Maximum Daily Load (TMDL) implementation planning process for any waters in a watershed in which the District has implemented a TMDL. Peachtree Corners shall be responsible for Water Supply Watershed activities identified in Exhibit "A," if applicable.

5.11.2. In compliance with the Watershed Plan, Peachtree Corners agrees that if watersheds within its limits are identified as water supply watersheds under the Georgia Planning Act, if applicable, it shall participate in the Environmental Planning Criteria water supply watershed planning process and updates. Peachtree Corners shall implement minimum Environmental

Planning Criteria water supply watershed requirements within its limits, and it shall be responsible for Environmental Planning Criteria activities identified in Exhibit "A."

5.11.3. In compliance with the Watershed Plan, Peachtree Corners agrees to the following in areas covered by County National Pollutant Discharge Elimination System Municipal Wastewater Permits: it shall participate in the Watershed Protection Plan planning process and updates, shall implement the Watershed Protection Plan within its limits and it shall be responsible for Watershed Protection Plan activities identified in "Exhibit A."

5.12. Peachtree Corners agrees that upon the expiration of this Agreement or of any additional term for which this Agreement may have been extended, the County shall have no further responsibility for the City's stormwater management systems and facilities. Peachtree Corners further agrees that to the extent allowed by law, it shall defend and indemnify the County from liability for actions taken during the terms of this Agreement or of any extension thereto.

6.1. Peachtree Corners recognizes that the Utility must recover the cost of providing stormwater management services while fairly and reasonably apportioning the costs among developed properties within the city's corporate limits. Peachtree Corners recognizes that the Gwinnett County Board of

Commissioners has adopted a Rate Resolution that established a stormwater service fee rate, which rate applies uniformly throughout the unincorporated area of the County.

6.2. Peachtree Corners hereby agrees that upon the effective date of this Agreement the County's Rate Resolution, as same may be amended from time to time, shall apply within the city, subject, however, to rates which may be increased above the rates charged to customers in other areas of the County if such increase can be demonstrated by the cost of providing services.

6.3. The Parties agree that, generally, the County shall not spend more money on projects within Peachtree Corners than it collects in revenues received from within the City. However, the County and Peachtree Corners recognize and agree that flexibility is needed for administrative and other purposes.

6.4. The Parties agree that, notwithstanding any other provision of this Agreement, Peachtree Corners may contribute revenue above and beyond the amounts described in Section 6.3, above. Moreover, the Parties agree that Peachtree Corners may recommend specific projects stormwater projects to the County.

6.5. At the end of each fiscal year that this Agreement is in effect, the Utility will cause an audit of revenue and expenditures. The audit will expressly identify the total

capital expenditures within Peachtree Corners' city limits during that year.

7. The Utility is hereby authorized by the Parties to this Agreement to amend Exhibit "A," entitled "WPCP County Responsibilities and Required City Support" without formal execution, beyond that which is provided herein, only under circumstances where each of the following conditions exist:

7.1. The District, the Georgia Environmental Protection Division or the U.S. Environmental Protection Agency, or other acknowledged authority has modified or added to a plan, permit or other instrument a mandate which affects services provided by the Utility to Peachtree Corners under this Agreement; and

7.2. Failure on the part of the Utility, acting on behalf of Peachtree Corners, to address such a modified or new mandate would result in non-compliance by Peachtree Corners or the Utility with a requirement of the relevant authority; and

7.3. The content of the amendment does not obligate Peachtree Corners beyond the absolute minimum required to maintain compliance with the new or modified mandate; and

7.4. The amendment does not result in any significant increased cost to Peachtree Corners; and

7.5. Peachtree Corners has been notified in writing of the proposed change and has not objected to such change within 30 days of the date of the notification.

7.6. New or modified mandates that result in a situation not covered by the above authorization as set out in Sections 7.1 through 7.5, inclusive, shall require the execution of written instruments signed by the County and by the City and as provided for within section 8 of this Agreement.

8. The Parties acknowledge that the terms of this Agreement constitute the entire understanding and agreement of the Parties regarding the subject matter, rights and remedies of this Agreement. Except as otherwise expressly provided herein, this Agreement may not be altered, amended, repealed or otherwise extended except by duly executed written instruments signed by the County and by Peachtree Corners.

9. If a court of competent jurisdiction renders any provision of this Agreement (or a portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision shall be severed, and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement.

10. The provisions of this Agreement and any subsequent amendment thereto shall survive any revisions of any Service

Delivery Strategy Agreement and the provisions of the Service Delivery Strategy Act.

11. All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally or sent by registered or certified United States mail, postage prepaid as follows:

a. If to the City Peachtree Corners:

City Manager  
147 Technology Parkway, N.W.  
Suite 200  
Peachtree Corners, GA 30092

b. If to Gwinnett County:

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

c. Either Party may at any time change the address where notices are to be sent or the person to whom such notices should be directed by the delivery or mailing to the above persons of a notice stating the change.

IN WITNESS WHEREOF, the Parties hereto acting through their duly authorized agents have caused this Agreement to be signed, sealed and delivered for final execution by the County on the date indicated herein.

ATTEST:

CITY OF PEACHTREE CORNERS

By: Kym Cherek

KYM CHERECK  
CITY CLERK

By: Mike Mason

MIKE MASON  
MAYOR

CITY OF PEACHTREE CORNERS

DATE: December 17, 2013

[SEAL]



APPROVED AS TO FORM:

By: WR

BILL RILEY, CITY ATTORNEY

ATTEST:

GWINNETT COUNTY, GEORGIA

By: Diane Kemp

DIANE KEMP  
COUNTY CLERK



By: Charlotte J. Nash

CHARLOTTE J. NASH  
CHAIRMAN  
GWINNETT COUNTY BOARD OF  
COMMISSIONERS  
75 Langley Drive  
Lawrenceville, Georgia 30046

DATE: 12/19/13

APPROVED AS TO FORM:

By: Tom Stephens

VAN STEPHENS  
ACTING COUNTY ATTORNEY  
GWINNETT COUNTY DEPARTMENT OF LAW  
75 Langley Drive  
Lawrenceville, Georgia 30046

## Exhibit A: WPCP Utility Responsibilities and Participating City Support

### Abbreviations:

CES: Cooperative Extension Service  
 CMOM: Capacity, Management, Operations and Maintenance  
 CSWMP: Comprehensive Storm Water Management Program  
 DCA: Department of Community Affairs  
 DOT: Gwinnett Dept of Transportation  
 DWR: Gwinnett Department of Water Resources  
 DWS: Dry Weather Screening  
 ERP: Enforcement Response Plan  
 GA EPD: Georgia Environmental Protection Division  
 GCB: Gwinnett Clean and Beautiful  
 HHW: Household Hazardous Waste  
 IDDE: Illicit Discharge Detection and Elimination  
 IDIC: Illicit Discharge and Illegal Connection  
 MNFWPD: Metro North Georgia Water Planning District  
 MS4: Municipal Separate Storm Sewer System  
 NPDES: National Pollutant Discharge Elimination System  
 NWI: National Wetlands Inventory  
 PIPP: Public Involvement /Participation Program  
 PEP: Public Education Program  
 POC: Pollutant of Concern  
 POTW: Publicly Owned Treatment Works (aka: Water Reclamation Facility)

SSES: Sewer System Evaluation Survey

SSO: Sanitary Sewer Overflow

UDO: Unified Development Ordinance

TCC: Technical Coordinating Committee (of the MNGWPP)

TMDL: Total Maximum Daily Load

TMDL IP: Total Maximum Daily Load Implementation Plan

TSS: Total Suspended Solids

UTILITY: Gwinnett County Storm Water Utility

WIP: Watershed Improvement Plan

WQ BMP: Water Quality Best Management Practice, as in Post-Construction Stormwater Management Structure

WPCP: Watershed Protection Compliance Plan

Assumptions/Notes:

1. A city has signed up to be a part of the utility.
2. Utility will (unless otherwise noted below) do everything on behalf of such a city except S&EC plan review and inspections, and development plan review and inspections.
3. This exhibit is incorporated by reference into the executed IGA.
4. Cities will retain their own permits and contract with Utility for WPCP programs within city limits.
5. Terms used below should be interpreted in terms of the relevant plan or mandate
6. Cities will amend & incorporate relevant sections of the county TMDL IPs and CSWMP into their own respective plans
7. Utility bills the property owner directly inside City and unincorporated County.
8. "Agreement" as used herein refers to the inter-governmental agreement into which this exhibit is incorporated by reference.

Reference	Title	Program Description/Requirement	What the Utility will do in the city	Support the city must provide	Reporting Issues	Non-compliance consequence between County and City
Section I	MS4 NPDES Permit & CSWMP MNGWPD WMP			Where "Nothing" is noted in the column "what the Utility will do in the City" the city agrees to establish its own plan. City agrees to annually certify compliance with sections of its plan and permits that are the administrative responsibility of the city.		Where "Nothing" is noted in the column "what the Utility will do in the City" the city agrees to establish its own plan. City agrees to annually certify compliance with sections of its plan and permits that are the administrative responsibility of the city.
Section II	TMDL Implementation Plan POTW NPDES Permit & Watershed Protection Plan	General requirement	Not Applicable			Where "Nothing" is noted in the column "what the Utility will do in the City" the city agrees to establish its own plan. City agrees to annually certify compliance with sections of its plan and permits that are the administrative responsibility of the city.
Section III						Potential future Curtailment in city water and sewer permitted capacity
Section IV						

Reference	Title	Program Description/Requirement	What the Utility will do in the city	Support the city must provide	Reporting Issues	Non-compliance consequence between County and City
<b>Section I: Phase II MS4 NPDES Permit and Stormwater Management Program</b>						
CSWMP	CSWMP	Adoption of CSWMP	As noted below implement CSWMP	Where the county provides a service on behalf of a city, the city agrees to modify its CSWMP so that it is the same as the county's.	Utility will not report CSWMP components inconsistent with the County's CSWMP.	Utility will not report or implement CSWMP components inconsistent with the County's CSWMP.
Minimum Control Measure:1 Public Education and Outreach on Stormwater Impacts	MCM1 - 4.2.1	Develop and implement a stormwater PEP				
MCM1 - Table 4.2.1	Public Education Program	Development and Implementation of PEP	Develop and implement a stormwater PEP that meets the requirements of the City's Phase II MS4 NPDES Permit. Broad based efforts by the Utility at public education will include city residents.	City will need to provide a single point of contact to develop and implement public education programs. As appropriate, the City will need to collect data and submit to the Utility. City agrees to assist the Utility with any required educational activities.	Utility will report these activities in all required reports based on Utility and City data.	No reporting on City's efforts.
MCM1 - Table 4.2.1	Public Education Program	Evaluation of PEP	Utility will evaluate the program to ensure it meets the needs of the community.	Nothing.	None.	None.
		Stenciling	Utility will act as agent of city and interface with city residents to provide access to Utility stenciling program. All materials will be provided by Utility. Tracking of implementation will also be completed by Utility.	City will assist with advertising the program, and refer interested parties to Utility.	Stenciling will be reported on a city by city basis.	None

Reference	Title	Program Description/Requirement	What the Utility will do in the city	Support the city must provide	Reporting Issues	Non-compliance Consequence between County and City
			Utility will advertise workshops within water bill newsletter. City residents will be provided with access to Utility workshops.	As requested by Utility, assist in distributing advertising materials at city halls and other city facilities.	Registrants will be asked whether they live in a city limit upon registration at the workshop. Attendance will be reported on a city by city basis. None.	
	Workshops				Participants will be asked whether they live in a city limit upon registration at an event. Attendance will be reported on a city by city basis.	
		Adopt a Stream	City will be invited to be involved in AAS activities.	As requested by Utility, assist in distributing advertising materials at city hall and other city facilities.		
<b>Minimum Control Measure 2</b>						
MCM2 - 4.2.2	Public Involvement/Participation					
MCM2 - Table 4.2.2	Public Involvement/Participation Program					
				City will need to provide a single point of contact to develop and implement public involvement/participation programs.		
				As appropriate, the City will need to collect data and submit to the Utility. City agrees to assist the Utility with any required public involvement/participation activities.	Utility will report these activities in all required reports based on Utility and City data.	No reporting on City's efforts.
MCM2 - Table 4.2.2	Public Involvement/Participation Program	Development and implementation of the PIPP	Develop and implement a PIPP as part of the SWMP that meets the requirements of the City's Phase II MS4 NPDES Permit.	Utility will evaluate the program to ensure it meets the needs of the community and the City's Phase II MS4 NPDES Permit.	Nothing.	None.
<b>Minimum Control Measure 3</b>						
MCM3 - 4.2.3	Illicit Discharge Detection and Elimination (IDDE)					

Reference	Title	Program Description/Requirement	What the Utility will do in the city	Support the city must provide	Non-compliance consequence between County and City	Reporting Issues
MCM3 - Table 4.2.3	Legal Authority	Development, administration, and evaluation of the IDDE Ordinance	Utility will administer and enforce Gwinnett County's ordinance on behalf of cities.	City authorizes Utility to administer the Gwinnett County ordinance within city limits and enforce County Ordinance in County courts.	Cease administration of ordinance on behalf of city.	None
MCM3 - Table 4.2.3	Outfall Map and Inventory	Develop and update an Outfall Map and Inventory	Utility will determine the attribute list, collect inventory, and develop a map which will meet the requirements of the City's Phase II MS4 NPDES Permit. The Utility will also create any schedules, taking into consideration the requirements of the Permit.	City will provide a single point of contact and provide all necessary data in a timely fashion, in order to allow for the Utility to maintain a full and complete digital map of the City's MS4.	Outfalls will be tagged with city codes to allow reporting within a city.	Underreporting of number of outfalls within city limits.
MCM3 - Table 4.2.3	IDDE Plan	Development and Implementation of the IDDE Plan	Utility will develop and implement an IDDE Plan that meets the requirements of the City's Phase II MS4 NPDES Permit. This plan may include field screening procedures, source tracing procedures, and discharge elimination procedures.	City will provide all necessary support for Utility to develop and implement the IDDE Plan.	None.	None.
MCM3 - Table 4.2.3	IDDE Education	Develop and Implement IDDE education	City will need to provide a single point of contact to assist with development and implementation of IDDE education. As appropriate, the City will need to collect data and submit to the Utility. City agrees to assist the Utility with any required educational activities.	Education on the hazards of illicit discharges will be provided to the public, businesses, and Government employees as part of the PEP from in MCM1.	Utility will report these activities in all required reports based on Utility and City data.	No reporting on City's efforts.

Reference Title	Program Description/Requirement	What the Utility will do in the city	Support the city/must provide	Non-compliance consequence between County and City
MCM3 - Table 4.2.3	Complaint Response	Utility will develop and implement procedures for receiving, investigating, and tracking the status of illicit discharge complaints. Utility will accept calls from city residents and will respond on a countywide "first come - first serve" basis. Utility will investigate violations in accordance with procedures established within the city's SWMP.	City will refer complaints to the Utility. City authorizes Utility investigators to access city easements and ROW for investigations. City will need to provide access to city IDDE complaint reporting of records by city. Histories in form required by Utility.	Utility will assign city codes to all complaints to allow tracking and inspections will not be completed.
4.2.3.6	Business Inspections	Inventory and inspection of industrial and commercial facilities	City will provide a business license list upon request, in a form required by the Utility.	None.
MCM4 - Construction Site	Stormwater			None.
MCM4 - 4.2.4	Runoff Control			Reporting on this item is solely the responsibility of the City. Appropriate information must be provided to Utility in timely fashion for inclusion in the Phase II MSA Permit Annual Report.
MCM4 - Table 4.2.4(a&b)(1a)	Legal Authority	Development and implementation of E&S Ordinance	Nothing.	None.

Reference Title	Program Description/Requirement	What the Utility will do in the city	Support the city must provide	Reporting Issues	Non-compliance consequence between County and City
MCM4 - Table 4.2.4	Site Plan Review Procedures	Develop and implement site plan review procedures	The City will develop and implement procedures for ensuring site plan reviews are conducted by the appropriate authorities.	Reporting on this item is solely the responsibility of the City. Appropriate information must be provided to Utility in timely fashion for inclusion in the Phase II MS4 Permit Annual Report.	None
MCM4 - Table 4.2.4	Inspection Program	Develop and implement construction site inspection procedures	City will develop and implement construction site inspection procedures to ensure that structural and non-structural BMPs at construction sites are properly designed and maintained, and that construction site waste is properly controlled.	Reporting on this item is solely the responsibility of the City. Appropriate information must be provided to Utility in timely fashion for inclusion in the Phase II MS4 Permit Annual Report.	None
MCM4 - Table 4.2.4	Construction Site Inspection Program	Enforcement Procedures	See Section 4.3 (ERP)	Reporting on this item is solely the responsibility of the City. Appropriate information must be provided to Utility in timely fashion for inclusion in the Phase II MS4 Permit Annual Report.	None

Reference Title	Program Description/Requirement	What the Utility will do in the city	Support the city must provide	Reporting issues
MCM4 - Table 4.2.4	Construction Site Complaint Response Procedures	Develop and Implement E&S Complaint Response Procedures	Utility will refer any E&S complaints to the City.	Reporting on this item is solely the responsibility of the City. Appropriate information must be provided to Utility in timely fashion for inclusion in the Phase II MS4 Permit Annual Report. None.
MCM4 - Table 4.2.4	Certification for E&S Activities	Staff Certification for E&S activities	Nothing.	Reporting on this item is solely the responsibility of the City. Appropriate information must be provided to Utility in timely fashion for inclusion in the Phase II MS4 Permit Annual Report. None.
MCM5 - Table 4.2.5	Post-Construction Stormwater Management in New Development and Redevelopment	Development and Evaluation of Post-Construction Ordinance	Nothing.	Reporting on this item is solely the responsibility of the City. Appropriate information must be provided to Utility in timely fashion for inclusion in the Phase II MS4 Permit Annual Report. None.

Reference	Title	Program Description/Requirement	What the Utility will do in the city	Support the city must provide	Reporting Issues	Non-compliance consequence between County and City
MCM5 - 4.2.5.2	GI/LID Ordinance Review	Evaluate and revise ordinances that act barriers to GI/LID.	Nothing.	The City shall review and revise where necessary all building codes, ordinances, and other regulations to ensure they do not prohibit or impede the use of GI/LID practices.	Reporting on this item is sole the responsibility of the City. Appropriate information must be provided to Utility in timely fashion for inclusion in the Phase II MSA Permit Annual Report.	None.
MCM5 - 4.2.5	Post-Construction Stormwater Management Structure (WQ BMP) Inventory	Inventory collection of WQ BMPs.	Utility will develop inventory of publicly-owned WQ BMPs and privately-owned WQ BMPs designed after City adoption of the Utility's Stormwater Design Manual, which is equivalent to the GSMM.	City will provide the Utility with a list of any publicly-owned WQ BMPs. City will notify the Utility during coordination meetings of any privately-owned WQ BMPs designed after the adoption of the Utility's Stormwater Design Manual, which is equivalent to the GSMM.	Utility will report inventory.	Utility will not be able to report inventory not provided.
MCM5 - Table 4.2.5	Post-Construction Stormwater Management Structure (WQ BMP) Inspection and Maintenance Program	Develop and implement a WQ BMP Inspection and Maintenance Program	Utility will develop and implement a WQ BMP inspection and maintenance program for stormwater management facilities. This will initially entail developing a City Maintenance Policy that supports the City's Phase II MSA NPDES Permit and is closely aligned with the Utility's WQ BMP Maintenance Policy. Reactive inspections will be processed on a county-wide "first come - first served" basis.	City agrees to provide structure inventory, history and design plans and other relevant documentation for each WQ BMP in form required by Utility upon request. City authorizes Utility staff to access City easements and ROW for inspections.	Utility will assign city codes to all inspections of WQ BMPs to allow tracking and reporting of records by the city.	Inspections and maintenance will not be completed.

Reference	Title	Program Description/Requirement	What the Utility will do in the city	Support the city must provide	Reporting Issues	Non-compliance consequence between County and City
MCMs - Table 4.2.5	Post Construction Stormwater Management Structure (WQ, BMP) Inspection and Maintenance Program	Inspecting and Maintaining publicly-owned Structural WQ, BMPs (owned and maintained by City)	Utility will inspect and maintain, where possible, to original design standards WQ, BMP's owned by City. Maintenance will be completed on a first come first serve basis. Inspection schedule will meet the requirements of the City's Phase II MSA NPDES Permit.	City agrees to provide structure inventory, history and design plans and other relevant documentation in form required by Utility upon request. City authorizes Utility staff to access city easements and ROW for inspections and maintenance.	Inventory list will be expanded to include city BMPs as defined in the City's Phase II MSA. NPDES Permit. BMPs will be assigned city codes.	Inspection and maintenance would not be performed.

Reference	Title	Program Description/Requirement	What the Utility will do in the City	Support the city must provide	Reporting Issues	Non-compliance consequence between County and City
MCM5 -Table 4.2.5	Post Construction Stormwater Management Structure (WQ BMP) Inspection and Maintenance Program		<p>City will verify compliance with Utility's Stormwater Design Manual, which is equivalent to the GSMM, prior to acceptance of new BMPs. This will include a review of as-built reports and plans and the inspections of constructed BMPs and other conveyance system structural controls. Prior to release of bond City will ensure that BMP is installed properly and issue notice to the developer regarding corrective action as needed. City agrees to supply copies of all maintenance agreements, tracking forms and other documentation as requested; authorize Utility inspectors to take legal action under City ordinances and to provide an inventory along with history of facility in a form requested by Utility. Regarding those structures designed and installed after the effective date of this agreement the City understands that Utility will only accept these structures where they have been designed and installed in accordance with Utility's Stormwater Design Manual, which is equivalent to the GSMM.</p> <p>Inspections will be prioritized within the City as follows: 1) Utility credit inspection; 2) routine inspections as required in the City's Phase II MS4 NPDES Permit.</p>	<p>City will verify compliance with Utility's Stormwater Design Manual, which is equivalent to the GSMM, prior to acceptance of new BMPs. This will include a review of as-built reports and plans and the inspections of constructed BMPs and other conveyance system structural controls. Prior to release of bond City will ensure that BMP is installed properly and issue notice to the developer regarding corrective action as needed. City agrees to supply copies of all maintenance agreements, tracking forms and other documentation as requested; authorize Utility inspectors to take legal action under City ordinances and to provide an inventory along with history of facility in a form requested by Utility. Regarding those structures designed and installed after the effective date of this agreement the City understands that Utility will only accept these structures where they have been designed and installed in accordance with Utility's Stormwater Design Manual, which is equivalent to the GSMM.</p> <p>Inspections will be mapped and assigned a city code to support tracking.</p>	<p>BMPS will be mapped and assigned a city code to support tracking.</p>	

Reference	Title	Program Description/Requirement	What the Utility will do in the city	Support the city must provide	Reporting Issues	Non-compliance consequence between County and City
MCM5 - Table 4.2.5	Green Infrastructure/Low Impact Development Inventory	GI/LID structure inventory collection and updates	Utility will develop an inventory containing number and type of water quality-related GI/LID structures constructed after the effective date of the City's Phase II MS4 NPDES Permit. Utility will add new GI/LID structures to the inventory upon notification and receipt of proper documentation from the City.	City will provide to the Utility a list of any GI/LID structures located within the City and will assist with updating the list during coordination meetings.	Utility will report on behalf of the City.	GI/LID structures not on the initial list provided by the City will not be inventoried.
MCM6 - Table 4.2.6	Pollution Prevention/Good Housekeeping for Municipal Operations	Update to MS4 areas	Utility will report on city annexations.	City must advise of any annexations	No reporting if no response to request for information	Under reporting if city information not provided.
MCM6 - Table 4.2.6	MS4 Control Structure Inventory and Map	Develop and update an inventory and map of MS4 control structures.	Utility will determine attribute list, collect inventory, and develop a map which will meet the requirements of the City's Phase II MS4 NPDES Permit. The Utility will also create any schedules, taking into consideration the requirements of the Permit.	City will need to provide a single point of contact and will provide all necessary data to the Utility in a timely fashion, in order for the Utility to maintain a full and complete digital map of the City's MS4.	MS4 control structures will be mapped or assigned a city code to support tracking.	Structures not reported to the Utility will not be added to the inventory and map.
MCM6 - Table 4.2.6	MS4 Inspection Program	Develop and implement a MS4 inspection Program	Utility will develop and implement a MS4 inspection program, and provide details in the SWMP, which will include a schedule for conducting inspections of the MS4 control structures and meet the requirements of the City's Phase II MS4 NPDES Permit.	City authorizes Utility personnel to access city easements and ROW for purposes of inspection.	Utility will report on behalf of the City.	None.

Reference Title	Program Description/Requirement	What the Utility will do in the city to support the city's must provide	Non-compliance consequence between County and City	Reporting Issues
MCM6 - Table 4.2.6	MS4 Maintenance Program	<p>City authorizes Utility personnel to access city easements and ROW for maintenance and to supply records in support of maintenance work to take legal action under County ordinances and to provide an inventory and maintenance history of facilities in the form requested by Utility. City understands that only those structures designed and installed after the effective date of this agreement and In accordance with Utility's Stormwater Design Manual, which is equivalent to the GSMM, will be accepted by Utility.</p> <p>Utility will develop a MS4 Maintenance Program which meets the requirement of the City's Phase II MS4 NPDES Permit and is closely aligned with the Utility's MS4 Maintenance Program. Utility will maintain City MS4 on behalf of city residents and will respond on a countywide "first come - first serve" basis.</p> <p>Develop and implement a MS4 Maintenance Program</p>		
MCM6 - Table 4.2.6	Street and Parking Lot Cleaning	<p>City authorizes Utility Investigators to access city easements and ROW for investigations. City agrees to provide access to city drainage complaint histories in form required by Utility.</p> <p>Utility will accept calls from city residents and will respond on a countywide "first come - first serve" basis.</p> <p>Drainage Investigations</p>		
	Rock Program	<p>City agrees that for the purposes of utility management that the Utility Rock Program policy is the city's policy.</p> <p>Implement Utility policy the same as in unincorporated Gwinnett</p>		
	Develop and implement street and parking lot cleaning procedures.	<p>City will ensure that any efforts to remove trash and litter from streets and parking lots undertaken by the City will be tracked and reported to the Utility.</p> <p>Utility will develop and implement street and parking lot cleaning procedures that meet the requirements of the City's Phase II MS4 NPDES Permit.</p>		

Reference	Title	Program Description/Requirement	What the Utility will do in the city	Support the city must provide	Reporting Issues	Non-compliance consequence between County and City
MCM6 - Table 4.2.6	Employee Training	Develop and Implement an employee training program	Utility will develop and implement an employee training program, which will be incorporated into the PEP from MCM1.	City will assist with scheduling all municipal employees to participate in the employee training program.	Utility will report on the City's behalf.	None.
MCM6 - Table 4.2.6	Waste Disposal	Develop and implement waste disposal procedures	Utility will develop and implement procedures for proper disposal of waste removed from the MS4.	Nothing.	None.	None.
MCM6 - Table 4.2.6	New Flood Management Projects	Develop and implement procedures for assessing new Flood Management Projects for Water Quality Impacts	The City will develop and implement procedures for ensuring proposed flood management projects are assessed for water quality impacts during the design phase.	City will provide information for reporting.	Under reporting.	
MCM6 - Table 4.2.6	Existing Flood Management Projects	Develop and Implement procedures to assess existing flood control devices for Water Quality Retrosfits - WQIP program	Utility will develop and implement procedures to assess existing structural flood control devices through the implementation of it's WIP program. Utility will develop and implement WIPs with regard to priorities established on a watershed wide basis and with regard to budgetary constraints.	City agrees to provide access to city land, ROW's and easements in support of WIP projects. City will provide assistance with any needed authorities which would otherwise be available to the Utility in unincorporated areas so as to support the implementation of WIPs that fall wholly or partially within city boundaries.	Projects will be tracked and reported by their location. Project locations within cities will be credited to that city. Drainage areas affected within different jurisdictions may also be reported if Utility deems such reporting beneficial.	No development or implementation of WIPs in city limits.
MCM6 - Table 4.2.6	Municipal Facilities	Develop and update an inventory of municipal facilities	Utility will develop an inventory of municipal facilities with the potential to cause pollution.	City will provide to the Utility an inventory of municipal facilities with a potential to cause pollution, and the municipal facility inventory in each year's annual report.	Facilities not provided to Utility will not be included on the inventory.	None.

Reference	Title	Program Description/Requirement	What the Utility will do in the city	Support the city must provide	Reporting Issues	Non-compliance consequence between County and City
MCM6 - Table 4.2.6	Municipal Facilities	Develop and Implement Inspection Procedures	Utility will develop and implement inspection procedures to be used when inspecting facilities on the municipal facility inventory. Inspection schedule will meet the requirements of the City's Phase II MS4 NPDES Permit.	City will allow for inspections at municipal facilities and will assist with scheduling and obtaining access. City will correct problems identified at their expense within a time agreed upon with the Utility Inspector.	City codes and tax id's will be assigned to facilities	No inspections will be completed. City will be responsible to EPD for their own inspections.
4.3	Enforcement Response Plan (ERP)	Develop and Implement an ERP	Utility will develop and implement an ERP that describes the actions to be taken for violations associated with the City's Phase II MS4 NPDES Permit and the City's SWMP. This ERP will cover IDOS and Post-Construction maintenance violations.	City will provide support for implementation of the ERP. City will also develop and implement ERP for Construction and Erosion and Sedimentation violations.	Utility will report on City's behalf. City will provide all necessary data.	Under reporting of Construction and E&S enforcement.
4.4.2	Impaired Waters	Identify impaired waters along with the respective POC(s), along with all known MS4 outfalls discharging to these segments or occurring within one linear mile upstream of these segments. Review 305(b)/303(d) list annually to identify any new impaired waters.	Utility will address this requirement on behalf of the city.	Nothing	None.	None.
		For waters with or without a TMDL, develop a monitoring and implementation plan addressing each POC.	Utility will address this requirement on behalf of the city.	Nothing	None.	None.
		Utilizing data from TMDL monitoring program assess the effectiveness of BMPs utilized to address TMDL pollutants of concern and determine what if any, new BMPs or adapted BMPs may be necessary to contribute towards returning the segment to compliance with State water quality standards	Utility will assess data and make modifications to TMDL IPs as necessary.	City will provide all necessary data upon request by the Utility.	None.	None.

Reference	Program Description/Requirement	What the Utility will do in the City	Support the city must provide	Reporting Issues	Non-compliance consequence between County and City
4.6	Stormwater Management Program Modifications	<p>County may modify it's CSWMP</p> <p>Utility will provide notice of city SWMP modifications to the city following acceptance by GA EPD and will modify city SWMP on city's behalf. Utility will only modify elements of City SWMP that Utility has responsibility for under the agreement or this exhibit. Utility will not modify any part of a city SWMP that will result in an increased workload for the city without first consulting with the city.</p>	<p>City will be required to verify acceptance of modifications within 30 days of notice.</p>	<p>Utility will report that city has adopted same changes.</p>	<p>Plans will not be modified which may result in compliance issues with GA EPD.</p>

Reference	Title	Program Description/Requirement	What the Utility will do in the city	Support the city must provide	Reporting Issues	Non-compliance consequence between County and City
			<p>As necessary, Utility will implement, track and report on TMDL Implementation Plan management measures currently identified within plans and which are assigned to Gwinnett County. Utility will not implement, track or report on programs specific to a city and that do not have a reasonably similar companion program operated by the County. Where a reasonably similar program exists within a city, and in line with detail provided within Section III of this exhibit, Utility will undertake implementation, tracking and reporting on behalf of the city. Upon request by the city, Utility will assist city with TMDL implementation plan modification for the purpose of aligning city with Utility/County responsibilities.</p> <p>303(d) and TMDL implementation</p>	<p>Implementation of any program specific to the city, and for which a reasonably similar companion program does not exist in the county at the time the agreement is signed will need to be implemented and tracked by the city. In addition grease management, CMOM programs, SSO investigation and other programs associated with sanitary sewers not owned by the county will need to be implemented, tracked and reported by that city. City will need to support Utility in any requested TMDL Implementation Plan modification requests.</p>	<p>Utility cannot currently track and report on sanitary sewer</p> <p>See Section III below for details</p>	
5.1	Annual Report	Prepare annual report		<p>City agrees to report on items with a "nothing" notation in the "What the Utility will do in the City" column of this exhibit and further agrees to report on implementation of any program requirements noted as the responsibility of the city. Completed report to be submitted by city to EPD.</p>		None

Reference	Title	Program Description/Requirement	What the Utility will do in the city	Support the city must provide	Reporting Issues	Non-compliance consequence between County and City
	Metropolitan North Georgia Water Planning District	Implement aspects of the District-Wide Watershed Management Plan	Utility will implement on behalf of the city to the extent described in Section II of this exhibit.	City agrees to provide support as noted within Section II of this exhibit.	None.	None
	Participate in Regional Public Education Program	Participate in the Clean Water Campaign public education program	Utility will attend meetings on behalf of cities and integrate appropriate aspects of the CWC into local programs.	Nothing	None.	None.
	Monitoring and Reporting Requirements	Complete all monitoring as described in the Stormwater Management Program	Utility will complete monitoring as described throughout this exhibit.	City agrees to provide support as described throughout this exhibit.	None.	None.
<b>Section II. MNGWPD Watershed Management Plan</b>						
Section 5.A.1	POST-DEVELOPMENT STORMWATER MANAGEMENT ORDINANCE & STORMWATER MANAGEMENT DESIGN CRITERIA AND STANDARDS			City will develop and adopt a post-construction ordinance that includes the adoption of the Utility's Stormwater Design manual, which is equivalent to the GSMM. The Stormwater Design Manual must meet the requirements of the city's Phase II MS4 Permit.	Reporting on this item is solely the responsibility of the city. Appropriate information must be provided to the Utility in a timely fashion for inclusion in the Phase II MS4 Annual Report.	None.
1		Adopt Ordinance	Nothing	City will develop and adopt a post-construction ordinance that includes the adoption of the Utility's Stormwater Design manual, which is equivalent to the GSMM. The Stormwater Design Manual must meet the requirements of the city's Phase II MS4 Permit.	Reporting on this item is solely the responsibility of the city. Appropriate information must be provided to the Utility in a timely fashion for inclusion in the Phase II MS4 Annual Report.	None.
2		Adopt Stormwater Management Technical Standards and Design Criteria	Nothing.	City will develop and adopt a post-construction ordinance that includes the adoption of the Utility's Stormwater Design manual, which is equivalent to the GSMM. The Stormwater Design Manual must meet the requirements of the city's Phase II MS4 Permit.	Reporting on this item is solely the responsibility of the city. Appropriate information must be provided to the Utility in a timely fashion for inclusion in the Phase II MS4 Annual Report.	None.

Reference	Title	Program Description/Requirement	What the Utility will do in the city	Support the city must provide	Reporting issues	Non-compliance consequence between County and City
3	Revise Development Site Plan Review Process and Procedures		Nothing	City will develop and implement procedures for ensuring site plan reviews are conducted by the appropriate authority.	Reporting on this item is solely the responsibility of the city. Appropriate information must be provided to the Utility in a timely fashion for inclusion in the Phase II MS4 Annual Report.	None.
4	Implement Construction Inspection program		Nothing	City will develop and implement construction site inspection procedures to ensure that structural and non-structural BMPs at construction sites are properly designed and maintained, and that construction site waste is properly controlled.	Reporting on this item is solely the responsibility of the city. Appropriate information must be provided to the Utility in a timely fashion for inclusion in the Phase II MS4 Annual Report.	None.
5			Utility will develop and implement a Long Term Tracking/O&M program for new stormwater management facilities. This will initially entail developing a city maintenance policy that supports the city's Phase II MS4 NPDES Permit and is closely aligned with the Utility's WQ BMP maintenance policy. Reactive inspections will be processed on a countywide "first come - first served" basis.	City authorizes Utility staff to access city easements and ROW for inspections. City agrees to provide structure inventory, history and design plans and other relevant documentation for each WQ BMP in form required by Utility upon request.	Utility will assign city codes to all inspections of WQ BMPs to allow tracking and reporting of records by city.	Inspections not completed.

Reference Title	Program Description/Requirement	What the Utility will do in the city	Support the city must provide	Reporting Issues	Non-compliance consequence between County and City
6	Inspecting and Maintaining Publicly owned Structural WQ BMPs (owned and maintained by city)	Utility will inspect and maintain, where possible, to original design standards WQ BMP's owned by City. Maintenance will be completed on a County wide first come first serve basis. Inspection schedule will meet requirements of Phase II MS4 NPDES Permit held by city.	City authorizes Utility staff to access city easements and ROW for inspections. City agrees to provide structure inventory, history and design plans and other relevant documentation for each WQ BMP in form required by Utility upon request.	Inventory list will be expanded to include city BMPs, as defined in city's Phase II MS4 Permit. BMPs will be assigned city codes.	Inspection and maintenance would not be performed.
8			Utility will verify compliance with Utility's Stormwater Design Manual, which is equivalent to the GSMM, prior to acceptance of new BMPs. This will include a review of as-built reports and plans and the inspections of constructed BMPs and other conveyance system structural controls. Once released from bond Utility will inspect as required under city's Phase II MS4 Permit, and as necessary for Stormwater Utility Credit approvals. Maintenance will be required by notice to owner as needed. Inspections will be prioritized within city as follows: 1) Utility credit inspections; 2) routine inspections as required in city's Phase II MS4 NPDES permit.	City agrees to supply copies of all maintenance agreements, tracking forms and other documentation as requested; authorize Utility Inspectors to take legal action under County ordinances; and to provide an inventory in form required of facilities along with history of facility in a form requested by Utility. Regarding those structures designed and installed after the effective date of this agreement the City understands that Utility will only accept these structures where they have been designed and installed in accordance with Utility's Stormwater Design Manual, which is equivalent to the GSMM. Prior to release of bond Utility City will ensure that BMP is installed properly and issue notice to the developer or city regarding corrective action as needed.	BMPs will be mapped and assigned a city code to support tracking. Inspections and maintenance would not be performed.

Reference	Title FLOODPLAIN MANAGEMENT / FLOOD DAMAGE PREVENTION ORDINANCE and FUTURE- CONDITIONS FLOODPLAIN DELINEATION	Program Description/Requirement	What the Utility will do in the city	Support the city must provide	Reporting Issues	Non-compliance consequence between County and City
Sections 5.A.2 & 5.B.2		1. Adopt Ordinance 2. Implement New Floodplain Review Process 3. Determine future-conditions floodplain mapping strategy 4. Delineation of the 100-year future-conditions floodplain 5. Regulate new developments and redevelopments to future conditions flood maps. 6. Update future-conditions floodplain maps as conditions warrant	Nothing Nothing Nothing Nothing Nothing The Utility will update the floodplain maps as conditions warrant, based on development data from the City.	Nothing Nothing -Nothing Nothing Nothing The City will provide all necessary data, when requested, to allow for the floodplain maps to be updated as conditions warrant.	None. None. None. None. None. No data to report during MNGWPD audits.	None. None. None. None. None. Potential compliance issues during MNGWPD audits.
Section 5.A.3.	STREAM BUFFER PROTECTION ORDINANCE	1. Adopt the Ordinance 2. Develop Review and Enforcement Process and Procedures	Nothing Nothing	Nothing Nothing	None. None.	None. None.
Section 5.A.4. & 5.E.2.	ILLEGAL CONNECTION ORDINANCE and ILLEGAL DISCHARGE DETECTION AND ELIMINATION PROGRAM	1. Adopt Ordinance	Utility will administer and enforce the County IDIC ordinance on behalf of the City.	City authorizes Utility to administer the Gwinnett County ordinance within city limits and enforce County ordinance in County courts.	None.	Cease any enforcement of ordinance in city

Reference	Title	Program Description/Requirement	What the Utility will do in the city	Support the city must provide	Reporting Issues	Non-compliance consequence between County and City
2		Develop enforcement processes and procedures	Utility will implement enforcement actions in accordance with procedures established in the Enforcement Response Plan, which must closely align with the county's CSWMP.	City authorizes Utility to administer and enforce the County IDIC ordinance within city limits.	None.	Cease enforcement actions under ordinance on behalf of city.
3	5.A.5 LITTER CONTROL ORDINANCE	Develop a local IDDE program	Utility will develop an IDDE program that allows for investigation of complaints in accordance with procedures established within the county's CSWMP, and follows the City's Phase II MS4 NPDES Permit. County will respond to complaints on a county-wide "first come- first serve" basis.	City will provide all necessary support to Utility in order to allow for timely investigations of IDDE complaints and enforcement actions. City authorizes Utility investigators to access city easements and ROW for investigations.	Utility will assign city codes to all complaints to City authorizes Utility investigators to allow tracking and reporting of records by city.	Inspections will not be completed so city complaints will not be reported.
1	1	Adopt Ordinance	Nothing	Nothing	None.	None.
	2	Develop enforcement process and procedures	Nothing	Nothing	None.	None.
Section 5.B.1.	COMPREHENSIVE LAND USE PLANNING	Review existing local Comprehensive Land Use Plan	Nothing	Nothing	None	Various reports due to the State may not be submitted on time, or complete.
		Coordination between local watershed management and local planning staff	City will provide a single point of contact to manage stormwater, MS4, and other watershed related issues.	City and Utility will coordinate reporting duties.	None	
		Coordinate during Comprehensive Plan Updates	Nothing	Nothing	None	
Section 5.B.3	SANITARY SEWER AND SEPTIC SYSTEM COORDINATION				None	

Reference	Title	Program Description/Requirement	What the Utility will do in the city	Support the city must provide	Reporting Issues	Non-compliance consequence between County and City
1	GREENSPACE AND GREEN INFRASTRUCTURE TOOLS FOR WATERSHED PROTECTION	Annual Coordination between local jurisdictions, wastewater service providers, and county Board of Health staff.	Utility will set up periodic meetings to discuss issues applicable to all parties.	City will send a representative to these meetings, specifically the Plan Review staff.	None	Various reports due to the State may not be submitted on time, or complete.
Section 5.B.4.	1	Implementation of greenspace/green infrastructure option for watershed protection	Nothing	Nothing	None	None
Section 5.C.1.	INTEGRATED DEVELOPMENT REVIEW PROCESS					
1	Develop a site development plan review process.	Nothing	Nothing	Nothing	None	None
2	Develop a plan review checklist(s)	Nothing	Nothing	Nothing	None	None
3	Update checklist(s) as needed	Nothing	Nothing	Nothing	None	
Section 5.C.3.	CONSTRUCTION EROSION AND SEDIMENT CONTROL	Perform local issuing authority requirements under Georgia ESCA (if an LIA)	Nothing	City will develop and implement procedures for ensuring site plan reviews are conducted by the appropriate authority.	Reporting on this item is solely the responsibility of the city. Appropriate information must be provided to the Utility in a timely fashion for inclusion in the Phase II MSA Annual Report.	None
1	If not an LIA-Review local government projects for compliance	Nothing	If not an LIA-Review local government projects for compliance	City will develop and implement procedures for ensuring site plan reviews are conducted by the appropriate authority.	Reporting on this item is solely the responsibility of the city. Appropriate information must be provided to the Utility in a timely fashion for inclusion in the Phase II MSA Annual Report.	None
2			Nothing	Nothing	City will develop and implement procedures for ensuring site plan reviews are conducted by the appropriate authority.	None

Title Reference	Program Description/Requirement	What the Utility will do in the city	Support the city must provide	Reporting Issues	Non-compliance consequence between County and City
Section 5.D.1. STORMWATER INFRASTRUCTURE INVENTORY	Establish data objectives and requirements, and the data collection schedule	Utility will determine the attribute list, collect inventory, create any necessary schedules, and develop a map which will meet the requirements of the city's Phase II MS4 NPDES permit.	City will provide a single point of contact and provide all necessary data in a timely fashion, in order to allow for the Utility to maintain a full and complete digital map of the city's MS4.	None	None
1	Inventory and map public stormwater system	Utility will continue to map MS4 structures and facilities based on data from the City.	City will provide all necessary data to the Utility in a timely fashion, in order to allow for the Utility to maintain a full and complete digital map of the City's MS4 system.	Utility will develop reports with the most recent data provided by the city.	Reports will include inaccurate maps.
2	Maintain data and update inventory as required	Utility will continue to map MS4 structures and facilities based on data from the City.	City will provide all necessary data to the Utility in a timely fashion, in order to allow for the Utility to maintain a full and complete digital map of the City's MS4 system.	Utility will develop reports with the most recent data provided by the city.	Reports will include inaccurate maps.
3	EXTENT AND LEVEL OF SERVICE POLICY	Develop an EOS/LOS Policy	City agrees that for the purposes of utility management that the Utility EOS/LOS are the city's policies. The maintenance policy for the city must align as close as possible with the Utility maintenance policy, and meet the requirements of the city's Phase II MS4 NPDES permit.	Utility will report any policy modifications to EPD on city's behalf	Inspection and maintenance will not be completed
Section 5.D.2.					
Section 5.D.3.	STORMWATER SYSTEM INSPECTIONS				

Reference	Title	Program Description/Requirement	What the Utility will do in the city	Support the city must provide	Reporting Issues	Non-compliance consequence between County and City
1		Develop a local stormwater infrastructure inspection program	<p>Utility will develop a proactive stormwater infrastructure inspection program that supports the city's Phase II MS4 NPDES Permit and is closely aligned with the Utility's stormwater infrastructure inspection program. Reactive inspections will be processed on a countywide "first come - first serve" basis. The BMP Inspection program will support the city's Phase II MS4 NPDES Permit and closely align with the Utility's BMP Inspection Program.</p>	<p>City authorizes Utility investigators to access city easements and ROW for inspections. City understands that only those structures designed and installed after the effective date of this agreement and in accordance with County regulations and the County storm water design manual will be accepted by Utility and inspected as part of the MS4 inspection program.</p>		
2	Section 5.D.4.	Implement Inspections in Accordance with Established Program	Same as line item above.	Same as line item above.		
	STORMWATER MAINTENANCE PROGRAM					

Reference Title	Program Description/Requirement	What the Utility will do in the city Support the city/must provide Reporting Issues	Non-compliance consequence between County and City
1	Develop a maintenance program	<p>City authorizes Utility Investigators to access city easements and ROW for maintenance and to supply records in support of maintenance work; to take legal action under city code; and to provide an inventory and maintenance history of facilities in the form requested by the Utility.</p> <p>City understands that only those structures designed and installed after the effective date of this agreement and in accordance with the Utility's Stormwater Design Manual, which is equivalent to the GSMM, will be accepted by Utility and maintained as part of the MS4 maintenance program.</p> <p>Utility will develop a stormwater infrastructure maintenance program that supports the city's Phase II MS4 NPDES Permit and is closely aligned with the Utility's stormwater infrastructure maintenance program. Utility will maintain city MS4 on behalf of city residents and will respond on a countywide "first come-first served" basis.</p>	<p>Utility will track and report Work Orders by city code assigned to each job. Facility ID's of structures may also be tracked.</p> <p>Inspection and maintenance will not be completed</p>

Reference	Program Description/Requirement	What the Utility will do in the city	Support the city/must provide	Reporting Issues	Non-compliance consequence between County and City
2	Perform maintenance activities based on program		<p>City authorizes Utility investigators to access city easements and ROW for maintenance and to supply records in support of maintenance work; to take legal action under city codes; and to provide an inventory and maintenance history of facilities in the form requested by the Utility. City understands that only those structures designed and installed after the effective date of this agreement and in accordance with the Utility's Stormwater Design Manual, which is equivalent to the GSMM, will be accepted by Utility and maintained as part of the MS4 maintenance program.</p> <p>Utility will maintain on behalf of city residents and will respond on a countywide "first come - first serve" basis. Emergency response provisions are contained within the city's Drainage Maintenance Policy and will be applied within city limits.</p>	<p>Utility will track and report Work Orders by city code assigned to each job. Facility Id's of structures may also be tracked.</p> <p>Inspection and maintenance will not be completed.</p>	
Section 5.D.5.	CAPITAL IMPROVEMENT PLAN	Develop List of Capital Improvement Projects (CIPs)	<p>City will provide all necessary data to the Utility in a timely fashion, in order to allow for the Utility to maintain a full and complete list of CIP projects within the City.</p> <p>Utility will develop a list of CIP's based on proactive inspections of the MS4 system.</p> <p>Utility will rank CIP's based on various site specific criteria such as; 1) road class, 2) depth of flooding, 3) structure conditions, 4) alternate routes.</p>	<p>Utility will track and report CIP Projects by city code assigned to each job. Facility Id's of structures may also be tracked.</p> <p>Maintenance will not be completed.</p>	
1		Prioritize List			
2					

Reference Title	Program Description/Requirement	What the Utility will do in the city	Support the city must provide	Non-compliance consequence between County and City
3	POLLUTION PREVENTION / GOOD HOUSEKEEPING FOR LOCAL OPERATIONS	Utility will update the CIP Project List as new information becomes available.	City will provide all necessary data to the Utility in a timely fashion, in order to allow for the Utility to properly prioritize the list of CIP projects within the City.	Utility will track and report CIP Projects by city code assigned to each job. Facility Id's of structures may also be tracked. Maintenance will not be completed.
Section 5.E.1.		Identify local jurisdiction facilities and operations	Utility will develop list of municipal facilities that have the potential to contribute to stormwater pollution and water quality degradation based upon information provided by the city.	Update to inventory will need to be obtained periodically. City codes will be assigned to facilities by Utility personnel.
1		Develop pollution prevention and good housekeeping procedures and practices	Utility uses the Georgia Stormwater Management Manual Volume 3 for pollution prevention and good housekeeping procedures and practices.	No inspections will be completed. City will be responsible to EPD for their own inspections and subsequent reports.
2		Conduct training for local jurisdiction employees	Utility will correct problems identified at their expense within a time agreed upon with the Utility inspector.	Utility will develop reports based on all available data.
3	Section 5.F.1.	LONG-TERM AMBIENT TRENDS MONITORING	Utility will arrange for training of city employees and officials.	No training events will be developed or implemented by the Utility. Utility will be responsible for this section of any required reports.

Reference	Title	Program Description/Requirement	What the Utility will do in the city	Support the city must provide	Reporting issues	Non-compliance consequence between County and City
1	Evaluate long-term monitoring stations	Utility will compare the number of existing long-term trend monitoring stations within the county to the required number in the MNGWPD Watershed Plan. If any new locations are required the Utility will either add the additional stations or negotiate with the non-Utility cities within Gwinnett County, on behalf of the city.	City agrees to provide access to city land, structures, easements or ROW's within the city to allow installation of future monitoring stations	None	Utility will complete on behalf of city.	Monitoring stations may not be located in city limits.
2	Collect and analyze collected data	Utility will collect data based on the MNGWPD long-term ambient monitoring plan and analyze it on a periodic basis. If the city has any additional monitoring data it must be submitted to the Utility on an annual basis, or when requested, and in the form requested.	Nothing.	Utility will complete on behalf of city.	Utility will complete on behalf of city.	None
3	Submit data to Metro Water District	Utility will submit report to district and EPD so far as it relates to any data available to the Utility.	Nothing	Utility will complete on behalf of city.	Utility will complete on behalf of city.	None
Section 5.F.2.	HABITAT AND BIOLOGICAL MONITORING	Collect and review data	Utility will collect data based on the MNGWPD habitat and biological monitoring plan and analyze it on a periodic basis. If the city has any additional monitoring data it must be submitted to the Utility on an annual basis, when requested, and in the form requested.	Utility will complete on behalf of city.	Utility will complete on behalf of city.	None
1	LOCAL EDUCATION AND PUBLIC AWARENESS PROGRAM					
Section 5.G.1.						

Reference	Title	Program Description/Requirement	What the Utility will do in the city	Support the city must provide	Reporting Issues	Non-compliance Consequence between County and City
1		Perform public education and outreach activities	Utility will partner with the city to develop and implement activities to educate the public about stormwater and water quality issues. This may include providing copies of material, broad based efforts as public education, development of educational events at city facilities, or any other educational event the two parties can negotiate.	City will need to provide a single point of contact to develop and implement public education programs, and take an active role in helping to develop and implement these programs. As appropriate, city will need to collect data and submit to Utility. City agrees to assist Utility with any required educational efforts.	Utility will report these activities in all required reports, based on utility and city data.	Incomplete reports.
2		Perform public involvement and participation		Utility will partner with the city to develop and implement activities to educate the public about stormwater and water quality issues, and encourage public engagement. This may include providing copies of material, broad based efforts as public education, development of public involvement events at city facilities or streams, and any other educational events the two parties can negotiate.	Utility will report these activities in all required reports, based on utility and city data.	Incomplete reports.
S.H.2 TOTAL MAXIMUM DAILY LOAD (TMDL) MANAGEMENT	1		Evaluate existing impaired waters	Utility will manage this on the city's behalf.	Nothing.	None. None.

Reference	Title	Program Description/Requirement	What the Utility will do in the city	Support the city must provide	Reporting Issues	Non-compliance Consequence between County and City
	Investigate potential pollutant sources		City will provide assistance with site access to monitoring sites if needed. City will also provide assistance with land use information, business licensing data and other data the city may hold that would assist with this process. Data to be provided in requested format.	Utility will develop a monitoring plan for impaired waterbodies as required under existing permits and current TMDL implementation plans.	Utility will develop reports for EPD and MNGWPD, with the aid of the city.	No reporting.
2	Participate in TMDL implementation plan process		Utility will co-ordinate plan revision.	City's must participate in plan revision.	Utility will develop TMDL Implementation Plan documents for EPD and MNGWPD, with the aid of the city.	City will not be represented in TMDL Implementation Plans, and not in compliance with Phase II MS4 NPDES Permit.
3	ENDANGERED SPECIES PROTECTION	Review available lists of endangered species	Utility will complete on behalf of the city.	City will provide support or data to the Utility, if requested, in a timely fashion.	Utility will develop reports for EPD and MNGWPD, with the aid of the city.	No reporting.
Section 5.H.3.		Consider additional watershed measures to protect endangered species	Utility will complete on behalf of the city.	City will provide support or data to the Utility, if requested, in a timely fashion.	Utility will develop reports for EPD and MNGWPD, with the aid of the city.	No reporting.
5.H.1: Source Water Supply/Watershed Protection Tasks	1	Identify water supply watersheds	Utility will identify water supply watersheds within the city, using information provided by the city and State.	City will provide necessary information, in a timely fashion, for this task to be accomplished.		

Reference	Title	Program Description/Requirement	What the Utility will do in the city	Support the city must provide	Reporting Issues	Non-compliance consequence between County and City
2	Adopt Part V Environmental Planning Criteria - Implement and enforces setbacks and buffers on streams in small and large water supply source watersheds.	Nothing	Cities that are supplied with sewer service by GCDWR must ensure that water quality BMPs and other watershed management actions required by the WPP for new development and redevelopment are implemented within city limits. Cities not supplied with sewer service by Gwinnett County will have to meet the impervious cover limits contained within GA Rule 391-3-16.01 [10]. The Utility may request information from the city necessary to implement the WPP provisions.	Nothing	None.	None.
3	Adopt Part V Environmental Planning Criteria - Utilize planning process to maintain impervious cover limits in small water supply source watersheds.	Where GC DMR supplies sewer service to a city the Utility Watershed Protection Plan automatically applies. Impervious cover limits do not apply to areas covered by the WPP. In lieu of impervious cover limits and as agreed to by DCA, Utility will implement WPP provisions to meet the alternate minimum criteria established within the impervious cover limits contained within GA Rule 391-3-16.01 [10]. The city must supply information requested by the Utility, in a timely fashion.	City will send a representative to these meetings, specifically the single point of contact authorized to manage stormwater, MS4, and other watershed related issues.	None.	Various reports due to the State may not be submitted on time, or complete.	
4	Coordination on watershed protection	Utility will arrange for periodic meetings to discuss local issues and priorities for water supply watershed protection as well as other challenges.	None			
Section 5.H.4: Watershed Improvement Projects						

Reference Title	Program Description/Requirement	What the Utility will do in the city	Support the city must provide	Non-compliance consequence between County and City
1	Identify substantially-impacted watersheds	Inventory will be completed by Utility.	To facilitate collection of City will supply Utility with any digital inventory from new inventory (in a format acceptable to the county) already collected along with details of any QA/QC completed on such inventory. Attribute data such as BMP type, pipe size etc should also be provided if available.	No inventory in city. No inventory of new systems and no water quality credits applied to BMP's located in city limits.
2	Prioritize watersheds	Prioritization will be completed by Utility.	Nothing.	None
3	Develop a local schedule	Schedules will be completed by Utility.	Nothing.	None
4	Prepare WIP plans	WIP plans will be completed by Utility.	Nothing.	None
5	Incorporate WIPs into CIP list	Utility will incorporate WIPs into CIP list and implement plans without regard to city county boundaries. Prioritization of projects will be based on ease of land access, magnitude of expected watershed benefit and budgetary constraints.	City agrees to provide access to city land, ROW's and easements in support of WIP projects. City will provide assistance with any needed authorities which would otherwise be available to the Utility in unincorporated areas so as to support the implementation of WIPs that fall wholly or partially within city boundaries.	Potential delays on implementation of watershed improvement plans within city limits.
6	Re-evaluate program	Re-evaluation of WIP program will be completed by Utility.	Nothing.	None

### Section III: TMDL Implementation Plans

Reference	Title	Program Description/Requirement	What the Utility will do in the city	Support the City must provide	Reporting Issues	Non-compliance consequence between County and City
TMDL IP	TMDL IP	Plan modification and alignment	Nothing	Where the County provides a service on behalf of a City, the City agrees to accept modification of the TMDL IP so that city responsibilities are consistent with the County's.	Utility will not report on TMDL IP components inconsistent with County responsibilities identified within the TMDL IP.	Utility will not report on or implement TMDL IP components inconsistent with County responsibilities identified within the TMDL IP.
TMDL IP: Section II	General Information about the Watershed	Describe the watershed including characteristics such as size, location, jurisdictions, physical features that could influence water quality, land use and other relevant details				
TMDL IP: Section III	Sources and Causes of Stream Segment Impairment listed in TMDLs	Include information from relevant TMDL, including impaired parameters, violated water quality standards, source and cause of impairment and needed reduction.		Utility will identify and include this information in the plans	Nothing	None
TMDL IP: Section IV	Identification and ranking of potential sources or causes of impairment			Utility will identify and include this information in the plans	Nothing	None
				City will respond to Utility regarding requests for information held by the city that would assist in identification and ranking of sources		Lack of response may lead to an inaccurate or incomplete plan.
				Utility will lead the effort to identify and rank sources	None	
				Describe efforts made or procedures used to verify the significance and extent of the sources or causes of each impairment.	Nothing	None
				Utility will record this information.		

Reference	Title	Program Description/Requirement	What the Utility will do in the city	Support the city must provide	Reporting Issues	Non-compliance consequence between County and City
TMDLIP: Section V	Stakeholders	Estimate the extent and magnitude of contribution of each source to the impaired stream	Utility will record this information.	Nothing	None	None.
TMDLIP: Section VI	Management Measures and Activities	Describe outreach activities to advise and engage stakeholders in the TMDL implementation plan preparation process.	Utility will record this information.	Nothing	None	None.
		Describe the stakeholder group	Utility will record this information.	Nothing	None	None.
		Document meeting content and attendance and describe major findings, recommendations and approvals.	Utility will record this information.	Nothing	None	None.
		See details below	See details below	See details below	See details below	See details below
		Administer illicit Discharge and Illegal Connection Ordinance	Utility will administer and enforce Gwinnett County's ordinance on behalf of cities.	City authorizes Utility to administer the Gwinnett County ordinance within city limits and enforce County Ordinance in County courts.	Actions will be reported on a city by city basis.	None
		Administer Gwinnett County Development Regulations	Nothing	Nothing	None	None
		Administer Septic to Sewer Transition Program (aka: Sewer Petition Program)	Except for those cities within which Gwinnett County does not supply sanitary sewer service, Gwinnett County will receive petitions from city residents. Utility will report on application status as a measure of program implementation.	Nothing	None.	None

Reference Title	Program Description/Requirement	What the Utility will do in the city	Support the city must provide	Non-compliance consequence between County and City
Administrator Phase I - MS4 NPDES Permit	N/A	N/A	N/A	N/A
Complete Best Management Practice (BMP) Inspections	See Section I, BMP Inspections section of this agreement.	See Section I, BMP Inspections section of this agreement.	See Section I, BMP Inspections section of this agreement.	See Section I, BMP Inspections section of this agreement.
Implement Watershed Protection Plan	See Section IV of this exhibit for details	See Section IV of this exhibit for details	See Section IV of this exhibit for details	See Section IV of this exhibit for details
Implement Watershed Master Planning (aka: Watershed Improvement Planning)	See Section II, Item 5.H.4 for details.	See Section II, Item 5.H.4 for details.	See Section II, Item 5.H.4 for details.	See Section II, Item 5.H.4 for details.
Implement sanitary sewer evaluation survey (SSES) - county sewer	County will implement SSES program on all sanitary sewers owned and operated by the county	Nothing	Utility will report on actions taken system wide. This cannot currently be tracked and reported on a city by city basis.	None.
Implement sanitary sewer evaluation survey (SSES) - City sewer	Nothing	Nothing	Utility will report on actions taken system wide. This cannot currently be tracked and reported on a city by city basis.	None.
Implement Grease Trap Inspection Program - County Sewer	County will implement and Utility will report on permitted grease traps that service facilities that drain to county sanitary sewers only.	Nothing	Utility will report on actions taken system wide. This cannot currently be tracked and reported on a city by city basis.	None.
Implement Grease Trap Inspection Program - City Sewer	Nothing.	Nothing.	Utility will report on actions taken system wide. This cannot currently be tracked and reported on a city by city basis.	None.
Develop/Implement Pilot Septic System Repair Subsidy Program	If this program is developed the Utility would administer on behalf of the city	Nothing	Utility will report on actions taken system wide. This cannot currently be tracked and reported on a city by city basis.	None.
Management of Waste Water Treatment Plants - County	Gwinnett County will manage all county owned and operated waste water treatments plants	Nothing	Utility will report on actions taken system wide. This cannot currently be tracked and reported on a city by city basis.	None.
Management of Waste Water Treatment Plants - City	Nothing	Nothing	Utility will report on actions taken system wide. This cannot currently be tracked and reported on a city by city basis.	None.
TMDL IP: Section VII	Monitoring Plan			

Title	Program Description/Requirement	What the Utility will do in the city to support the city must provide	Reporting Issues	Non-compliance consequence between County and City
TMDL IP: Section VII	Through use of monitoring obtain data, determine pollutant sources and evaluate effects of management activities on water quality.	Utility will develop and implement a monitoring program along with required "Sample Quality and Assurance Plans" to track water quality and assess appropriate listing status on impaired segments	City agrees to assist the Utility with obtaining access to sampling sites. Effectively implement related management measures that are not the responsibility of Utility so as to assist in delisting the segment and limit required monitoring.	No delisting of water or cessation of sampling in city limits.
Planned Outreach for Implementation	Update or modify monitoring plan	Utility will update or modify the monitoring plan as needed and will make requests for delisting as appropriate	Nothing.	None
Stenciling Program		Utility will act as agent of city and interface with city residents to provide access to Utility stenciling program. All materials will be provided by Utility. Tracking of implementation will also be completed by Utility.	Advertis program and refer interested parties to Utility.	Stenciling will be reported on a city by city basis.
Utility Bill Newsletter		Utility will create, print and distribute utility bill newsletter to county water and sewer customers only.	Cities that provide their own sanitary sewer service and water service will need to advise the number of inserts they require and will be provided with this amount for distribution to their customers.	Decreased effectiveness of program
Pet Waste Brochure			Cities will need to participate in and track the distribution of public education materials they may choose to distribute. Tracking forms will be provided by Utility. City will agree to request materials.	Cities will need to report on additional materials used and distribution.

Reference	Title	Program Description/Requirement	What the Utility will do in the city	Support the City must provide	Non-compliance consequence between County and City	Reporting issues
		Pet Waste Sign Program in Parks	Utility will provide, upon request made by the city, up to 4 posts per city park.	City's must request posts from Utility and then install provided posts in their parks and report back to Utility that such installations have been completed.	None.	No reporting and cease provision of posts.
		Adopt A Stream	Cities will be invited to be involved in AAS stream cleanups when they are held. Utility will advertise the program countywide through media traditionally used.	Cities may, at their option, choose to further advertise this program locally.	AAS will track the locations of cleaned stream segments and report on sections of stream cleaned within city limits.	None.
		Septic Tank Maintenance Folder	Upon request by City, Utility will develop and provide copies of materials for use in city limits.	Cities will need to participate in and track the distribution of public education materials they may choose to distribute. Tracking forms will be provided by Utility.	Cities will need to report on additional materials used and distribution.	No reporting on City's efforts.
		Educational School Activities	Upon request, Utility will provide copies of the Watershed Curriculum to cities.	Cities must request curriculum. Cities may also refer schools to the County's Adopt A Stream Coordinator.	AAS activities will be tracked county wide.	Decreased effectiveness of program
		Menu for a Cleaner Environment	Utility will develop and provide to city upon request copies of materials for use in city limits.	Cities will need to participate in and track the distribution of public education materials they may choose to distribute. Tracking forms will be provided by Utility.	Cities will need to report on additional materials used and distribution.	No reporting on City's efforts.
		Septic Tank Workshop	Utility will offer workshop access to city residents. All materials will be provided by Utility. Tracking of implementation will also be completed by Utility.	Advertiser program and refer interested parties to Utility.	Registrants will be asked to note whether they live in a city. City attendance will be reported.	Decreased effectiveness of program

Reference	Program Description/Requirement	What the Utility will do in the city	Support the city must provide	Reporting issues	Non-compliance consequence between County and City
		Festivals are completed periodically. Utility will offer festival access to city residents. All materials will be provided by Utility. Tracking of implementation will also be completed by Utility.	Advertise program and refer interested parties to Utility.	None	Decreased effectiveness of program
	Watershed festival	Utility will attend meetings on behalf of cities and integrate appropriate aspects of the CWC into local programs.	Nothing	None	
	Clean Water Campaign	Utility Website: <a href="http://www.gwinnettstormwater.com">www.gwinnettstormwater.com</a>	Utility will maintain website.	Advise Utility of any watershed or stormwater management issues, particular to the city, that the city would like to have included on the Utility website.	None
			If this program is developed the Utility would administer on behalf of the city	Nothing	None
	Pilot Septic System Repair Subsidy Program		Utility will report on plan implementation on behalf of the city in so far as it relates to work completed by the Utility. Utility will not track, implement or report on any programs inserted into TMDL IPs by the City without the prior agreement of Utility.	City agrees to implement, track and report on any management measure within a TMDL IP that is exclusively assigned to the city. City must report on implementation of any aspect of the TMDL IP where a "Nothing" notation appears within the column headed "What the Utility will do in the city".	None.
TMDL IP: Section IX	Milestones/Measures of Progress: BMPs and Outreach	Track and report progress on management measure implementation			Under reporting

#### Section IV: POTW NPDES Permits and Watershed Protection Plan

Section 1.0	New Development Requirements		

Reference	Title	Program Description/Requirement	What the Utility will do in the city	Support the city must provide	Reporting Issues	Non-compliance consequence between County and City
		Establish watershed TSS load goal of 1,600 lb/acre/year	Utility herein advises city that a regulation establishing this goal is required for continued sanitary sewer access	City supplied with sanitary sewer service by Gwinnett County agrees to adopt this goal and develop policy and procedures to implement practices aimed at achieving this goal.	None	None
		Establish new development TSS goal of 850 lb/acre/year	Utility herein advises city that a regulation establishing this goal is required for continued sanitary sewer access	City supplied with sanitary sewer service by Gwinnett County agrees to adopt this goal and develop policy and procedures to implement practices aimed at achieving this goal.	None	None
		Adopt the Gwinnett County or Georgia Stormwater Design Manual	Utility herein advises city that a regulation referencing the use of a manual which provides guidance on BMPs and their TSS removal capabilities is required.	City supplied with sanitary sewer service by Gwinnett County agrees to adopt this manual and develop policy and procedures to implement its use.	None	None
		Implement use of the "Stormwater Quality Performance Review" form.	Utility herein advises city that a regulation requiring the use of this form for purposes of assessing the effectiveness of planned BMPs and specifically their ability to control TSS loads and meet loading goals is required.	City supplied with sanitary sewer service by Gwinnett County agrees to adopt this form and develop policy and procedures to implement its use.	None	None
		Implement development review controls to meet stated goals of the Watershed Protection Plan	Utility herein advises city that city must maintain a development review program to assess the effectiveness of development applications to ensure they meet WPP objectives	Cities supplied with county sanitary sewer agree to implement WPP controls to assist county in meeting County Wastewater Treatment plant permit conditions.	None	None

Reference	Title	Program Description/Requirement	What the Utility will do in the city	Support the city, must provide	Reporting Issues	Non-compliance consequence between County and City
Section 2.0	Improving Affected Areas	Track and report to Utility on the installation of Water Quality BMPs by BMP type	Collate tracking information reported by the city and incorporate into infrastructure inventory	Track and report in required form to Utility on the installation of Water Quality BMPs by BMP type.	Tracked BMPs must include a property tax ID to allow geo location and reporting by city.	Under reporting of BMP mitigation of pollutant loads. Incomplete city infrastructure inventory. Potential future curtailment in city water and sewer permitted capacity.
Section 3.0	Related Activities to Improve Watershed Protection	Identify and prioritize affected watersheds for Watershed Improvement Plan Development	Utility will identify and prioritize Watershed Improvement Plan development throughout the county.	Nothing	City agrees to provide access to city land, ROW's and easements in support of WIP projects. Cities will provide assistance with any needed authorities which would otherwise be available to the Utility in unincorporated areas so as to support the implementation of WIPs that fall wholly or partially within city boundaries.	None
Section 4.0	Long term trend monitoring plan		Provide a status update on watershed protection ideas suggested by the Citizens Advisory Group (CAG) established during the development of the WPP	Utility will request city specific information on city implementation actions as they relate to the items identified by the CAG	Respond to request for information made by Utility	Cities will need to address each identified action by providing details of programs or justification for rejection of each idea. None.

Reference	Title	Program Description/Requirement	What the Utility will do in the city	Support the city/must provide	Reporting Issues	Non-compliance consequence between County and City
		Implement Monitoring plan as described within the WPP	Utility will manage and implement program and will install any newly required stations (due to WPP requirements) in response to priorities established on a watershed wide basis.	City agrees to provide access to city land, structures, easements or ROW's within the city to allow installation of future monitoring stations.	None	Monitoring stations will not be located in city limits.
		Assess monitoring results and amend plan as needed based on analysis	Utility will assess results to determine whether identified strategies and BMPs are working to correct water quality problems and attain water quality standards and further will recommend amendments to the plan deemed necessary based on the assessment.	Nothing.	None	
		Submit monitoring data to EPD	Utility will collate and submit monitoring data in required format	Nothing.	None	None
		Update Storm Water Design Manual	Utility will, following an assessment of monitoring data, determine whether updates to the Stormwater Design Manual are needed to assist in correcting water quality problems or assist in achieving water quality standards.	City agrees to incorporate any changes proposed by the Utility, and which are based on an analysis of the monitoring data, into the city's Stormwater Design Manual.	None	
		Applicability of WPP	Utility is the lead agency overseeing the implementation of the WPP and will implement on behalf of a city to whom sanitary sewer service is supplied.	City hereby adopts Gwinnett County's WPP and agrees to support the Utility in implementing the plan to the extent described within this exhibit	None	None

Reference	Title	Program Description/Requirement	What the Utility will do in the city	Support the city must provide	Non-compliance consequence between County and City
		Reporting	Utility will submit report to EPD in so far as it relates to any work completed by Utility.	City agrees to support Utility reporting by providing information on implementation of actions the city has agreed within this exhibit to complete.	Reporting will be on a watershed wide basis unless otherwise noted. None

STATE OF GEORGIA

COUNTY OF GWINNETT

AGREEMENT FOR AD VALOREM TAX BILLING AND COLLECTION

This Agreement is made this 14th <sup>14th</sup> ~~16th~~ day of May <sup>May</sup> ~~April~~, 2013  
by and between the CITY OF PEACHTREE CORNERS, a municipal corporation chartered by the State of Georgia (hereinafter the "City"), GWINNETT COUNTY, GEORGIA, a political subdivision of the State of Georgia (hereinafter the "County"), and RICHARD K. STEELE, the Tax Commissioner of Gwinnett County (hereinafter the "Tax Commissioner"), each of which has been duly authorized to enter into this Agreement.

WITNESSETH:

WHEREAS, the parties desire to serve the needs of the citizens of the City and County by providing for the consolidation of ad valorem tax billings and collection procedures by the Tax Commissioner; and

WHEREAS, both the City and the County will benefit from this Agreement,

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in

EXHIBIT H

consideration of the mutual promises and understandings contained herein, the parties hereto do agree and consent to the following:

1.

Effective for the 2013 tax year, the Gwinnett County Tax Commissioner shall bill all ad valorem taxes including real property and personal property within the City for and on behalf of the City.

- a. Ad valorem tax billings shall consist of a line item identified as taxes imposed by the City on the County's tax bills, and such taxes shall be collected utilizing the County's due date(s). The Tax Commissioner shall disburse taxes to the City on a weekly basis in the amount of the City taxes collected during the prior week.
- b. The Tax Commissioner shall be responsible for collection of the City's taxes in such manner as the Tax Commissioner is permitted by law to collect taxes, including the assessment of penalties and interest in the same manner as other taxes, as well as any and all remedies permitted for collection of municipal taxes, including, but not limited to, issuing executions, levying upon properties, conducting tax sales, and pursuing collection through the Bankruptcy Courts. For

the purposes of this Agreement, the Tax Commissioner shall be appointed as the duly authorized agent of the City to conduct tax sales for taxes due the City.

- c. The Tax Commissioner is authorized to waive, in whole or in part, any penalty or interest due the taxing authorities for which taxes are collected, when the Tax Commissioner determines that the default giving rise to the penalty or interest was due to reasonable cause and not due to gross or willful neglect or disregard of the law or of regulations or instructions issued pursuant to the law. The Tax Commissioner shall not be authorized to waive penalties or interest arising from the failure of the taxpayer to comply with the terms, conditions or covenants required with respect to properties receiving any type of preferential assessment.
- d. As applicable, the City shall provide the Tax Commissioner with any updates to current homestead exemption values by April 1 of each year.
- e. The City shall provide the Tax Commissioner with its millage rate within the City, properly advertised, as well as all documentation required for ad valorem billing, before the date on which the Tax Commissioner

submits the County's tax digest for review to the State Revenue Commissioner. The Tax Commissioner's Office shall notify the City of the anticipated billing schedule. In addition, the City shall comply with all requirements of the Taxpayer's Bill of Rights as codified at the Official Code of Georgia Annotated Section 48-5-32.1. Specifically, the City shall take all actions necessary to meet its obligations pursuant to Subsection 48-5-32.1(e) by timely submitting its millage rate in order to facilitate a review of the County's digest. In the event that the City fails to submit its millage rate and documentation required for billing according to the terms set forth herein, the County and the Tax Commissioner shall be entitled to immediately consider this Agreement null and void, and neither the County nor the Tax Commissioner shall be obligated in any manner whatsoever to bill and collect ad valorem taxes for the City as set forth herein.

- f. The Tax Commissioner shall determine the actual cost associated with the collection of taxes on behalf of the City and shall notify the City and the County of that cost. The City shall remit the amount of the cost at the

same time it provides the Tax Commissioner the millage rate. The payment under this provision shall be remitted to: Gwinnett County Tax Commissioner, 75 Langley Drive, Lawrenceville, Georgia 30046. In the event that the City fails to pay according to the terms set forth herein, the County and the Tax Commissioner shall be entitled to immediately consider this Agreement null and void, and neither the County nor the Tax Commissioner shall be obligated in any manner whatsoever to bill and collect ad valorem taxes for the City as set forth herein.

2.

It is understood by the parties that no employee, officer, or agent of either party shall be under or subject to the direction or control of the other party, its officers, employees and agents for any of the services provided pursuant to this Agreement.

3.

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia.

4.

This Agreement shall be deemed to have been made and performed in Gwinnett County, Georgia. For purposes of venue, all suits or

causes of action arising out of this Agreement shall be brought in the Courts of Gwinnett County, Georgia.

5.

This Contract shall be effective from January 1, 2013, or the date that Gwinnett County executes the Agreement, through December 31, 2013. The Agreement shall automatically renew from January 1st through December 31st of each of the following three years thereafter unless terminated by either party upon ninety (90) days written notice to the Chairman of the Gwinnett County Board of Commissioners and to the Mayor of the City of Peachtree Corners at the addresses set forth below:

Gwinnett County Georgia  
Charlotte J. Nash, Chairman  
75 Langley Drive  
Lawrenceville, Georgia 30046

City of Peachtree Corners  
Mike Mason, Mayor  
147 Technology Pkwy NW, STE 200  
Peachtree Corners, GA 30092

In the event that notice of termination occurs after the Tax Commissioner has received a billing and collection order from the State of Georgia, this Agreement shall terminate on January 1st of the following year. Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically upon the expiration of Richard Steele's term as Tax Commissioner.

6.

This Agreement constitutes the entire Agreement between the parties as to all matters contained herein. All subsequent modifications of this Agreement must be in writing and signed by all parties. This Agreement is for the benefit of the parties hereto only and is not intended to benefit any third party or give rise to any duties or to, or causes of action for, any third party.

7.

The City agrees to protect, defend, indemnify, and hold harmless the County and the Tax Commissioner, their officers, agents and employees from and against any and all liability, damages, claims, suits, liens, and judgments, of whatever nature, including claims for contribution and/or indemnification for injuries to any person or persons, or damage to the property or other rights of any person or persons to the extent arising out of and attributed to the errors, acts, or omissions of the City including but not limited to any finding by a Court of competent jurisdiction or legislative body that the City is not authorized to Contract with the County or proceed with the levy and collection of ad valorem taxes under this Contract.

IN WITNESS WHEREOF, the parties hereto acting through their  
duly authorized agents have caused this Agreement to be signed.

ATTEST:

BY:

Kymberly  
City Clerk

(SEAL)

WITNESS

DATE: 04/16/13

CITY OF PEACHTREE CORNERS

BY:

Mike Mason  
MIKE MASON, MAYOR

ATTEST:

BY:

Diane Kemp  
DIANE KEMP,  
County Clerk



WITNESS

DATE: 5/14/13

GWINNETT COUNTY, GEORGIA

BY:

Charlotte J. Nash  
CHARLOTTE J. NASH, CHAIRMAN  
Gwinnett County, Georgia  
Board of Commissioners

BY:

Richard K. Steele  
RICHARD K. STEELE  
Tax Commissioner  
Gwinnett County, Georgia

Doris Davis

WITNESS

DATE: 5-8-13

APPROVED AS TO FORM:

BY:

Brooke Savage  
BROOKE SAVAGE

Sr. Assistant County Attorney  
Gwinnett County, Georgia

STATE OF GEORGIA  
COUNTY OF GWINNETT

**AN AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT  
FOR THE PROVISION OF ZONING REVIEW AND PERMITTING SERVICES**

Between  
**GWINNETT COUNTY, GEORGIA and**  
**THE CITY OF PEACHTREE CORNERS, GEORGIA**

This Amendment to the Intergovernmental Agreement between Gwinnett County, Georgia and the City of Peachtree Corners, Georgia for the provision of zoning review and permitting services is entered into this 16<sup>th</sup> day of July, 2013.

**WITNESSETH:**

WHEREAS, the City of Peachtree Corners began operation as a city on July 1, 2012; and

WHEREAS, the Charter for the City of Peachtree Corners provides that the City shall undergo a transition period through December 31, 2013 during which the City shall prepare to perform certain governmental functions and services; and

WHEREAS, on June 26, 2012 and July 1, 2012, the County and the City respectively approved an Intergovernmental Agreement whereby Gwinnett County will provide zoning review and permitting services within the City of Peachtree Corners, and the County will retain all fees associated with such zoning review and permitting services; and

WHEREAS, on July 24, 2012, the County and the City entered into an Amendment to the Intergovernmental Agreement for the Provision of Zoning Review and Permitting Services whereby the County agreed to provide all licensing and permitting services for the City of Peachtree Corners during the transition period described in the City's Charter; and

WHEREAS, pursuant to the July 24, 2012 Amendment, the County and the City agreed that the City would not impair the County's ability to use hotel/motel taxes generated by

**EXHIBIT I**

lodging establishments within the City and rental car taxes collected from establishments within the City to satisfy bonded indebtedness for the Civic Center, Arena, and Stadium; and

WHEREAS, the County and the City also agreed to amend the Intergovernmental Agreement for the Provision of Zoning Review and Permitting Services by inserting language to preserve hotel/motel and rental car taxes collected from facilities within the City for use in satisfying the previously incurred bonded indebtedness on the Civic Center, Arena, and Stadium; and

WHEREAS, the July 24, 2012 Amendment to the Intergovernmental Agreement for the Provision of Zoning Review and Permitting Services provides that representatives from the County and the City will meet to discuss the need to use such taxes to satisfy such bonded indebtedness; and

WHEREAS, such representatives have met in accordance with the July 24, 2012 Amendment; and

WHEREAS, pursuant to the July 24, 2012 Amendment to the Intergovernmental Agreement, the County and the City further agreed a new Amendment to the Intergovernmental Agreement to preserve hotel/motel and rental car taxes collected from facilities within the City for the satisfaction of the bonded indebtedness for the Civic Center, Arena, and Stadium shall be approved by the County and City no later than December 31, 2012; and

WHEREAS, by subsequent actions on December 11, 2012, April 23, 2013, and July 2, 2013, the time within which the County and the City shall amend the Intergovernmental Agreement to preserve hotel/motel and rental car taxes collected from facilities within the City for the satisfaction of the bonded indebtedness for the Civic Center, Arena, and Stadium has been extended; and

WHEREAS, the County acknowledges the City's power under state law to impose hotel/motel and/or rental car taxes; and

WHEREAS, in accordance with Intergovernmental Agreement, the City reaffirms that it will not impair the County's ability to collect hotel/motel and rental car taxes to satisfy the bonded indebtedness for the Civic Center, Arena, and Stadium, and the City further agrees not to exercise the power to impose a hotel/motel or rental car tax; and

WHEREAS, in order to more fully set forth the County and City's agreement regarding hotel/motel and rental car taxes, the County and the City desire to amend the Intergovernmental Agreement as set forth herein; and

WHEREAS, the Gwinnett County Board of Commissioners and the City Council of the City of Peachtree Corners have taken action at public meetings to approve the terms of this Amendment;

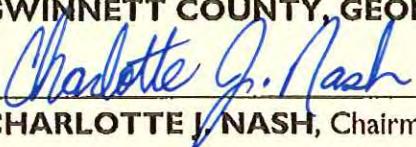
NOW THEREFORE, in consideration of the following mutual obligations, the County and City agree as follows:

1. All provisions of the Intergovernmental Agreement for zoning review and permitting services between Gwinnett County, Georgia and the City of Peachtree Corners, Georgia entered into on July 1, 2012 and amended on July 24, 2012 shall continue in full force and effect and are incorporated by reference in this Amendment.
2. The City agrees not to impose an occupancy tax, pursuant to Official Code of Georgia Annotated § 48-13-51 or an excise tax upon rental charge collected by a rental motor vehicle concern pursuant to Official Code of Georgia Annotated § 48-13-93.

3. The City agrees to allow the County to impose an occupancy tax on charges to the public for rooms, lodgings, and accommodations under state law, or on charges to the public for the rental or lease of rental motor vehicles under state law until the following debts are paid in full:
  - Development Authority of Gwinnett County Georgia, Revenue Bonds (Gwinnett Center Parking Deck Project) Series 2007 Gwinnett Center parking deck revenue bonds, issued on July 31, 2007, 20-year issue;
  - Development Authority of Gwinnett County (Georgia) Revenue Refunding Bonds (Civic and Cultural Center Expansion Project) Series 2010 Refunding Civic and Cultural Center expansion revenue bonds, issued on November 9, 2010, 20-year issue; and
  - Development Authority of Gwinnett County (Georgia) Taxable Revenue Bonds (Gwinnett Stadium Project) Series 2008 Gwinnett Stadium revenue bonds, issued February 28, 2008, 30-year issue.
4. The County agrees that it shall not extend said bonds beyond their current terms, increase the total indebtedness, or otherwise pledge such tax revenue from properties located in the City of Peachtree Corners without the express written consent of the City of Peachtree Corners. Nothing within this paragraph is intended to limit the County or the Gwinnett County Development Authority from refunding existing debt in order to capitalize on market conditions or reduce debt service payments.
5. The County and the City agree and acknowledge that the County will impose excise taxes within the corporate limits of the City and that the use and

distribution of such taxes shall be for all lawful purposes in accordance with  
Official Code of Georgia Annotated §§ 48-13-50, et seq. and 48-13-90, et seq.

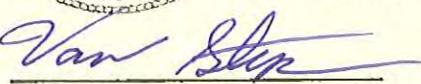
**IN WITNESS WHEREOF**, the County and City have executed this  
Amendment through their duly authorized officers on the day and year first above  
written.

**BOARD OF COMMISSIONERS**  
**GWINNETT COUNTY, GEORGIA**  
BY:   
**CHARLOTTE J. NASH, Chairman**

**ATTEST:**

  
Diane Kemp  
Diane Kemp, County Clerk  
(SEAL)

**APPROVED AS TO FORM:**

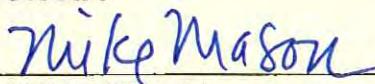


**VAN STEPHENS**

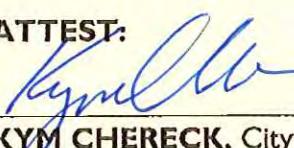
Acting County Attorney

**CITY OF PEACHTREE CORNERS,**  
**GEORGIA**

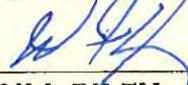
BY:

  
**MIKE MASON, Mayor**

**ATTEST:**

  
**KYRA CHERECK, City Clerk**  
(SEAL)

**APPROVED AS TO FORM:**

  
**BILL RILEY**  
City Attorney