

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 26th 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
CITY CLERK
CITY OF PEACHTREE CORNERS

By: 

MIKE MASON, MAYOR

DATE: August 19, 2014

[SEAL]



APPROVED AS TO FORM:

By: 

WILLIAM F. RILEY
CITY ATTORNEY

(Signatures continued on following page)

ATTEST:

GWINNETT COUNTY, GEORGIA

By: Tina M. King
Deputy Tina King
COUNTY CLERK

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 17th 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

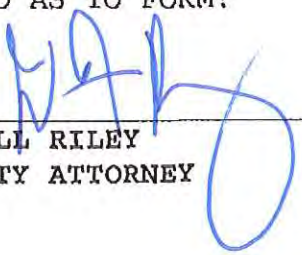
By: 
KYM CHERECK
CITY CLERK
CITY OF PEACHTREE CORNERS

By: 
MIKE MASON, MAYOR

DATE: December 17, 2013

[SEAL]

APPROVED AS TO FORM:

By: 
BILL RILEY
CITY ATTORNEY

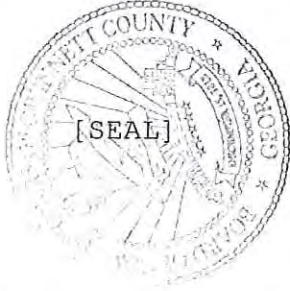


ATTEST:

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 17th 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 Chereck*
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

GWINNETT COUNTY

INTERGOVERNMENTAL AGREEMENT TO PROVIDE ROAD RESURFACING

THIS AGREEMENT, made and entered into this 17th 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:

CITY OF PEACHTREE CORNERS

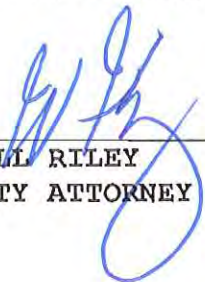
By: 
KYM CHERECK
CITY CLERK
CITY OF PEACHTREE CORNERS

By: 
MIKE MASON, MAYOR

DATE: December 17, 2013

[SEAL]

APPROVED AS TO FORM:

By: 
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:

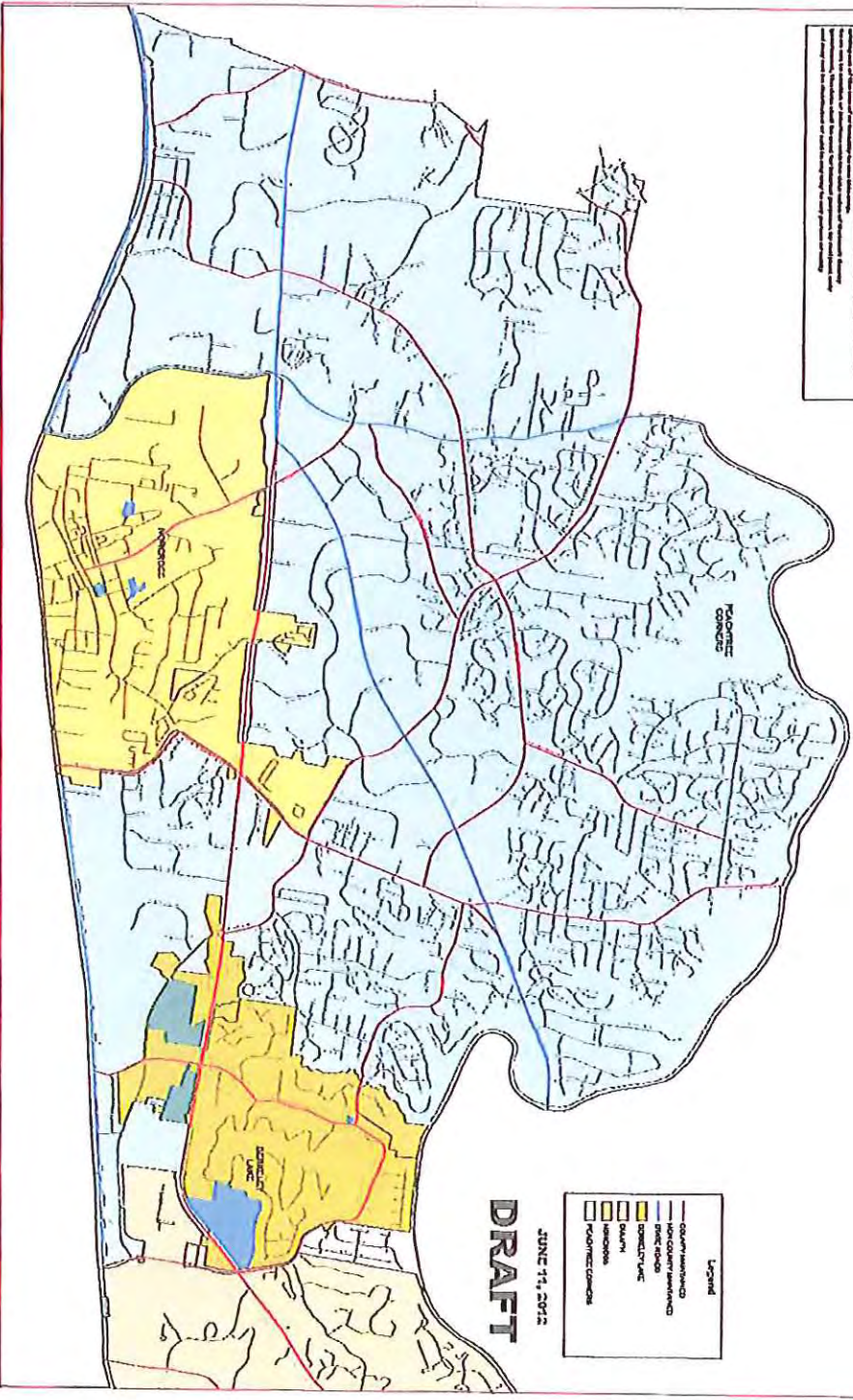
Van Steph
VAN STEPHENS
ACTING COUNTY ATTORNEY
GWINNETT COUNTY DEPARTMENT OF LAW
75 LANGLEY DRIVE
LAWRENCEVILLE, GEORGIA 30046

"EXHIBIT A"

GWINNETT COUNTY ROAD SYSTEM



This map was prepared by the Georgia Department of Transportation (DOT) for the purpose of providing information to the public. It is not intended to be used for legal purposes. The Georgia Department of Transportation is not responsible for any errors or omissions on this map. The Georgia Department of Transportation is not responsible for any damages or losses resulting from the use of this map. The Georgia Department of Transportation is not responsible for any claims or liabilities arising from the use of this map. The Georgia Department of Transportation is not responsible for any claims or liabilities arising from the use of this map.



Legend

| | |
|--|-------------------|
| | COUNTY MAINTAINED |
| | STATE MAINTAINED |
| | UNINCORPORATED |
| | INCORPORATED |
| | WATER |
| | GWINNETT COUNTY |

JUNE 11, 2012
DRAFT

STATE OF GEORGIA

GWINNETT COUNTY

2014 INTERGOVERNMENTAL AGREEMENT TO PROVIDE ROAD RESURFACING

THIS AGREEMENT, made and entered into this 29th 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:

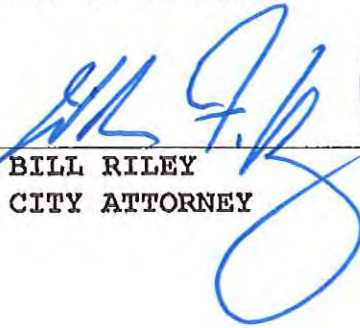
CITY OF PEACHTREE CORNERS

By: 
KYM CHERECK
CITY CLERK
CITY OF PEACHTREE CORNERS

By: 
MIKE MASON, MAYOR
DATE: 04/15/14

[SEAL]

APPROVED AS TO FORM:

By: 
BILL RILEY
CITY ATTORNEY



ATTEST:

WINNETT COUNTY, GEORGIA

BY: *Diane Kemp*
DIANE KEMP
COUNTY CLERK

BY: *Charlotte J. Nash*
CHARLOTTE J. NASH
CHAIRMAN
WINNETT COUNTY BOARD OF
COMMISSIONERS
75 LANGLEY DRIVE
LAWRENCEVILLE, GEORGIA 30046



DATE: *4/29/14*

APPROVED AS TO FORM:

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

"EXHIBIT A"

| Name | From | To | Length (miles) | Area (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 |
| DOVERSHIRE 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 |
| PEACHMONT 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 |
| STAVELY 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

WINNETT COUNTY

INTERIM INTERGOVERNMENTAL AGREEMENT TO PROVIDE ROAD MAINTENANCE

THIS AGREEMENT, made and entered into this 17th day of December, 2013, by and between WINNETT 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 (5th) business day of each month. Payments which are received more than thirty (30) days after the fifth (5th) 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

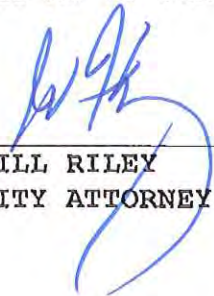
By: 
KYM CHERECK
CITY CLERK
CITY OF PEACHTREE CORNERS

By: 
MIKE MASON, MAYOR

DATE: December 17, 2013

[SEAL]

APPROVED AS TO FORM:

By: 
BILL RILEY
CITY ATTORNEY



ATTEST:

GWINNETT COUNTY, GEORGIA

BY: *Diane Kemp* BY: *Charlotte J. Nash*
DIANE KEMP
COUNTY CLERK

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"

"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 |
| AILEY 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 |
| ALVATON 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 |
| AMWILER COURT | AMWILER INDUSTRIAL DRIVE | S END | P2Y | I | 0.12 |
| AMWILER INDUSTRIAL DRIVE | 1060' E AMWILER ROAD | AMWILER ROAD | P2Y | I | 0.20 |
| AMWILER INDUSTRIAL DRIVE | 1060' E AMWILER 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 |
| APPEGATE 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 |
| AXSON 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 | I | 0.13 |
| BANKERS INDUSTRIAL DRIVE | ALCHEMY PLACE | E END | P2Y | I | 0.28 |
| BANKSIDE WAY | MEDLOCK BRIDGE ROAD | N END | P2Y | E | 0.65 |
| BANNOR 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 | I | 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 | MISSINDELL 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 | I | 0.11 |
| CEDAR CORNERS PLACE | SPALDING DRIVE | W END | P2Y | E | 0.26 |
| CEDAR CORNERS TRAIL | CEDAR CORNERS PLACE | 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 | I | 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 | I | 0.36 |
| CORLEY ROAD | 1900' W JIMMY CARTER BVD | PEACHTREE STREET | P2Y | I | 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 | I | 0.21 |
| CORNERS WAY | JAY BIRD ALLEY | PEACHTREE CORNERS CIRCLE | P2Y | E | 0.36 |
| COTTNEY CROFT WAY | LINNADINE 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 | I | 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 |
| CREEKSIDE COURT | FITZPATRICK WAY | W END | P2Y | E | 0.08 |
| CREEKSIDE 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 | SCOTTS MILL RUN | W END | P2Y | E | 0.09 |
| DENTON CIRCLE | ALLENHURST DRIVE | ALLENHURST DRIVE | P2Y | E | 0.35 |
| DILLARDS MILL WAY | SCOTTS 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 | TREADDUR 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 | FITZPATRICK WAY | W END | P2Y | E | 0.10 |
| FITZPATRICK WAY | S END | JONES BRIDGE CIRCLE | P2Y | E | 0.72 |
| FITZPATRICK WAY | JONES BRIDGE CIRCLE | JONES BRIDGE CIRCLE | P2Y | E | 0.54 |
| FLIPPEN TRAIL | CLINCHFIELD TRAIL | S END | P2Y | E | 0.43 |
| FLIPPEN TRAIL | ALLENHURST DRIVE | CLINCHFIELD TRAIL | P2Y | E | 0.48 |
| FLORIDA AVENUE | FIFTH STREET | JONES MILL ROAD | P2Y | E | 0.13 |
| FLORIDA AVENUE | JONES MILL ROAD | E END | P2Y | E | 0.30 |
| FOLLY PLACE | FORT FISHER WAY | W END | P2Y | E | 0.11 |
| FONTENOY COURT | WYNTREE DRIVE | W END | P2Y | E | 0.09 |
| FORT FISHER WAY | OUTER BANK DRIVE | OUTER BANK DRIVE | P2Y | E | 0.40 |
| FOX HILL COURT | FOX HILL DRIVE | 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 |
| FRUITHURST LANE | GLEN MEADOW DRIVE | E END | P2Y | E | 0.10 |
| GALLATREE 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 |
| GEORGIA AVENUE | 3RD STREET | E END | P2Y | E | 0.23 |
| GERALDINE COURT | RIDGEMOOR DRIVE | S END | P2Y | E | 0.05 |
| GILLELAND LANE | AMWILER ROAD | 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 | REYINGTON 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 P'TREE | 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 | 1050' E 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 |
| LINNADINE 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 |
| LOU IVY ROAD | BUSH ROAD | SOUTH OLD PEACHTREE RD | P2Y | S | 1.05 |
| MAGNOLIA MILL COURT | GUNNIN ROAD | N END | P2Y | E | 0.14 |
| MAINSTREAM CIRCLE | N END | N END | P2Y | E | 0.49 |
| MANTEO INLET | OUTER BANK DRIVE | W END | P2Y | E | 0.15 |
| MARCHBOLT COURT | STAVELY 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 |

| | | | | | |
|-------------------------|--------------------------|---------------------|-----|---|------|
| MERSON 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 |
| MISSINDELL LANE | E END | AUDLEY LANE | P2Y | E | 0.34 |
| MONARCH PINE DRIVE | MONARCH PINE LANE | WYNCROFT 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 |
| MOSSY 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 | MOUNTCREEK 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 | GUNNING 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' S P I B | P2Y | I | 0.00 |
| NORTHWOODS PARKWAY WB | 300' S P I B | 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 |
| RAINFORREST CIRCLE | COURTSIDE DRIVE | COURTSIDE DRIVE | P2Y | E | 0.21 |
| RAINFORREST 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 | MAINSTREAM CIRCLE | P2Y | E | 0.05 |
| RIVEREDGE DRIVE | N END | FOXWOOD ROAD | P2Y | E | 0.58 |
| RIVERFIELD DRIVE | E END | EAST JONES BRIDGE ROAD | P2Y | E | 0.27 |
| RIVERLAKE DRIVE | RIVERVIEW DRIVE | RIDGEGATE DRIVE | P2Y | E | 0.10 |
| RIVERLAKE DRIVE | RIVERVIEW DRIVE | N END | P2Y | E | 0.60 |
| RIVERTHUR COURT | TURNBURY OAKS DRIVE | E END | P2Y | E | 0.04 |
| RIVERTHUR PLACE | E END | S END | P2Y | E | 0.15 |
| RIVERVIEW DRIVE | RIVERVIEW WAY | RIVERLAKE DRIVE | P2Y | E | 0.34 |
| RIVERVIEW DRIVE | N END | RIVERVIEW WAY | P2Y | E | 0.46 |
| RIVERVIEW WAY | RIDGEGATE DRIVE | RIVERVIEW DRIVE | P2Y | E | 0.11 |
| ROKEFIELD WAY | LINNADINE WAY | E END | P2Y | E | 0.09 |
| ROSECOMMON DRIVE | HEATHWOOD LANE | HEATHWOOD LANE | P2Y | E | 0.90 |
| ROSEWOOD COURT | WILDWOOD FARMS DRIVE | S END | P2Y | E | 0.02 |
| ROYAL PENNON COURT | W END | W END | P2Y | E | 0.29 |
| RYAN ROAD | WOODHILL DIRVE | HOLCOMB BRIDGE | P2Y | I | 0.19 |
| RYDAL COURT | BERRYTON COURT | S END | P2Y | E | 0.04 |
| SAPALO TRAIL | W END | E END | P2Y | E | 0.28 |
| SATURN COURT | PEACHTREE INDUSTRIAL BVD | N END | 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 | I | 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 | I | 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 |
| STAVELY 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 | I | 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 | I | 0.91 |
| TECHNOLOGY PARKWAY | WESTECH DRIVE | SR 141 | P2Y | I | 0.52 |
| TECHNOLOGY PARKWAY SOUTH | TECHNOLOGY PARKWAY | PEACHTREE INDUSTRIAL BVD | P2Y | I | 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 | I | 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 | I | 0.11 |
| TRIANGLE PARKWAY | SPALDING DRIVE | PEACHTREE CORNERS CIRCLE | P2Y | I | 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 | WILLIAMSPORT 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 | I | 0.35 |
| WESTERLEIGH COURT | WILLIAMSPORT 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 24th 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 (5th) business day of each month. Payments which are received more than thirty (30) days after the fifth (5th) 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 Chereck*
KYM CHERECK
CITY CLERK
CITY OF PEACHTREE CORNERS

By: *Mike Mason*
MIKE MASON, MAYOR

DATE: 06/17/14

[SEAL]

APPROVED AS TO FORM

By: *Bill Riley*
BILL RILEY
CITY ATTORNEY

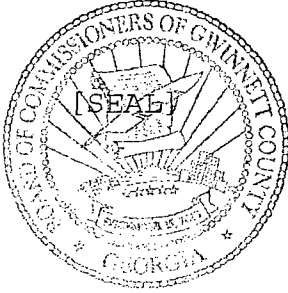


ATTEST:

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



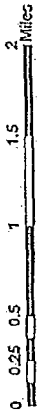
DATE: 6/24/14

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

"EXHIBIT A"

GWINNETT COUNTY ROAD SYSTEM

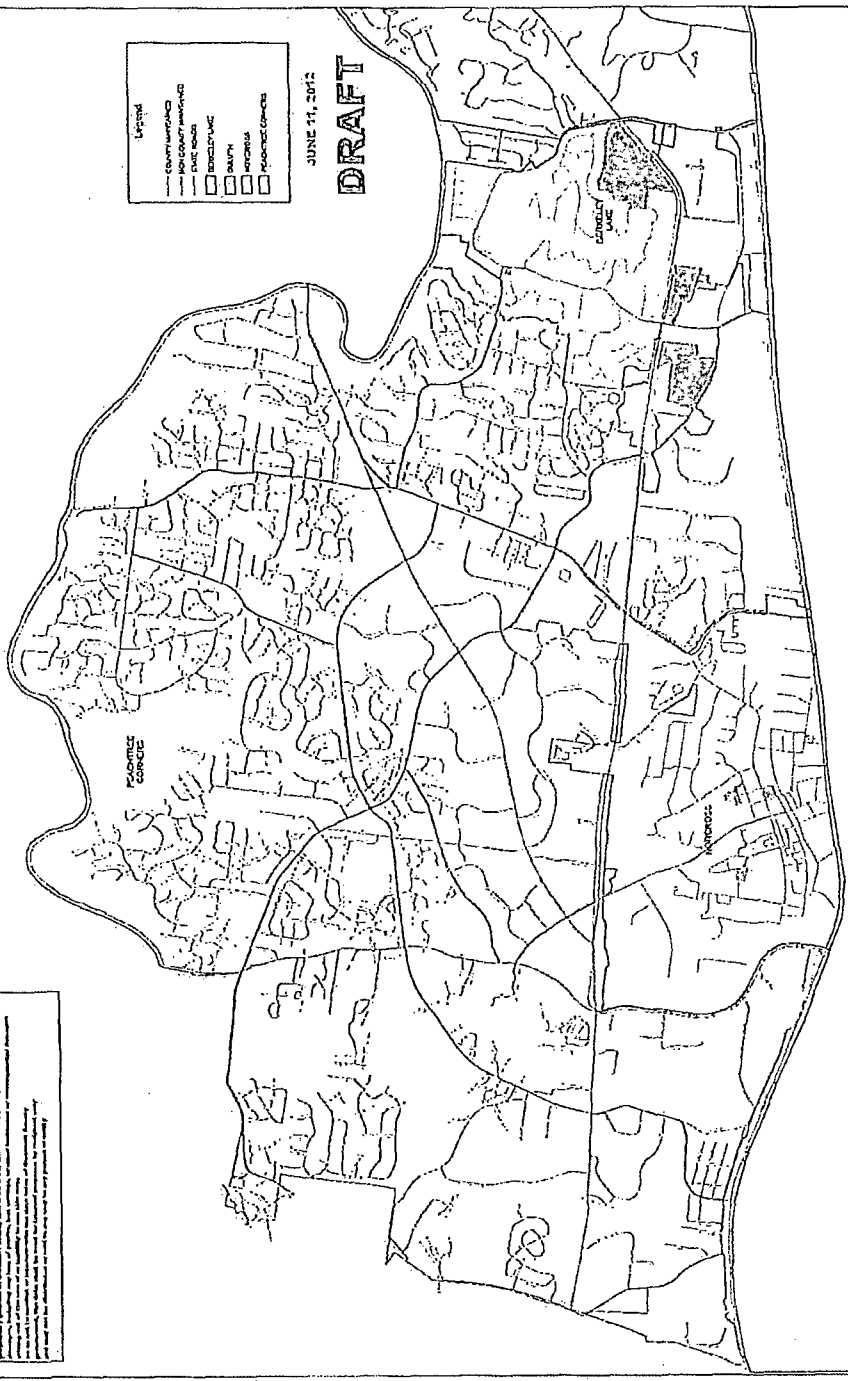


SCALE IN MILES

THIS MAP WAS PREPARED BY THE GWINNETT COUNTY PLANNING DEPARTMENT AS PART OF THE ROAD SYSTEM STUDY. THE DATA FOR THIS MAP WAS OBTAINED FROM THE GWINNETT COUNTY PLANNING DEPARTMENT AND THE GWINNETT COUNTY ENGINEERING DEPARTMENT. THE GWINNETT COUNTY PLANNING DEPARTMENT IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS THAT MAY APPEAR IN THIS MAP. THE GWINNETT COUNTY PLANNING DEPARTMENT IS NOT RESPONSIBLE FOR ANY DAMAGES, INCLUDING CONSEQUENTIAL DAMAGES, THAT MAY BE SUFFERED BY ANY PARTY AS A RESULT OF THE USE OF THIS MAP. THE GWINNETT COUNTY PLANNING DEPARTMENT IS NOT RESPONSIBLE FOR ANY DAMAGES, INCLUDING CONSEQUENTIAL DAMAGES, THAT MAY BE SUFFERED BY ANY PARTY AS A RESULT OF THE USE OF THIS MAP.

- Legend**
- COUNTY BOUNDARY
 - UNIMPROVED ROAD
 - PAVED ROAD
 - BRIDGE
 - RAILROAD
 - WATERWAY
 - UNINCORPORATED CENSUS TRACT

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 |
| DOVERSHIRE DRIVE | WICKERSHIRE DRIVE | N END | P2X | 0.05 |
| DOVERSHIRE 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 | RIDGEGATE 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 | STAVELY 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 |
| STAVELY 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 | STAVELY 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 17th 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 CHERECK
CITY CLERK

By: 
MIKE MASON
MAYOR


CITY OF PEACHTREE CORNERS

DATE: December 17, 2013

[SEAL]



APPROVED AS TO FORM:

By: 
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: WPCP Utility Responsibilities and Participating City Support

Abbreviations:
 CES: Cooperative Extension Service
 CCOM: Capacity, Management, Operations and Maintenance
 CSWMP: Comprehensive Storm Water Management Program
 DCA: Department of Community Affairs
 DOT: Gwinnett Dept of Transportation
 WR: 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
 MNGWPD: 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)

SSSES: Sewer System Evaluation Survey
SSO: Sanitary Sewer Overflow
UDO: Unified Development Ordinance
TCC: Technical Coordinating Committee (of the MNGWPD)
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 SAEC 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 | | | 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 plans 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 report on its own plan. | Potential future curtailment in city water and sewer permitted capacity |
| Section II | MNGWPD WMP | | | | | |
| Section III | TMDL Implementation Plan | | | | | |
| Section IV | POTW NPDES Permit & Watershed Protection Plan | General requirement | Not Applicable | | | |

| 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: Phase II MS4 NPDES Permit and Stormwater Management Program | | | | | | |
| 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 on or implement CSWMP components inconsistent with the County's CSWMP. |
| Minimum Control Measure 1 MCM1 - 4.2.1 | Public Education and Outreach on Stormwater Impacts | Develop and implement a stormwater 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. Utility will evaluate the program to ensure it meets the needs of the community. | City will need to provide a single point of contact to develop and implement public education programs. As appropriate, the City will need to 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 | Development and implementation of PEP | Utility will evaluate the program to ensure it meets the needs of the community. | Nothing. | None. | None. |
| MCM1 - Table 4.2.1 | Public Education Program | Evaluation of PEP | 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 |
| | | Stenciling | | | | |

| 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 |
|----------------------------------|--|--|--|--|---|--|
| | | Workshops | 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. |
| | | 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. | 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. | None |
| Minimum Control Measure 2 | | | | | | |
| MCM2 - 4.2.2 | Public Involvement/Participation | | | | | |
| 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. | 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 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 | Evaluation of the PIPP | 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. | None. |
| Minimum Control Measure 3 | | | | | | |
| 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 | Reporting Issues | Non-compliance consequence between County and City |
|--------------------|---------------------------|---|---|---|--|--|
| 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. 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 authorizes Utility to administer the Gwinnett County ordinance within city limits and enforce County Ordinance in County courts. 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 | Cease administration of ordinance on behalf of city. |
| MCM3 - Table 4.2.3 | Outfall Map and Inventory | Develop and update an Outfall Map and Inventory | 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. | 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 | 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. | 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 need to collect data and submit to the Utility. City agrees to assist the Utility with any required educational activities. | None. | None. |
| MCM3 - Table 4.2.3 | IDDE Education | Develop and implement IDDE education | | | 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 | Reporting Issues | Non-compliance consequence between County and City |
|-----------------------------|------------------------------|--|--|--|--|--|
| MCM3 - Table 4.2.3 | Complaint Response | Develop and Implement IDDE Complaint Response Procedures | 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. Utility will develop an inventory and conduct inspections of industrial and commercial facilities if required by the City's Phase II MS4 NPDES Permit. | 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 histories in form required by Utility. | Utility will assign city codes to all complaints to allow tracking and reporting of records by city. | 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. | None. |
| Minimum Control Measure 4 | Construction Site Stormwater | | | | | |
| MCM4 - 4.2.4 | Runoff Control | | | | | |
| MCM4 - Table 4.2.4(a&b)(1a) | Legal Authority | Development and Implementation of E&S Ordinance | Nothing. | City will develop and implement an ordinance that requires construction site operators to implement E&S controls and control waste at the construction site. | 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 |
|--------------------|--------------------------------------|---|--------------------------------------|--|--|--|
| MCM4 - Table 4.2.4 | Site Plan Review Procedures | Develop and implement site plan review procedures | Nothing | 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 | 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 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 | Nothing | 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 | Non-compliance consequence between County and City |
|--------------------|--|---|--|--|--|--|
| MCM4 - Table 4.2.4 | Construction Site Complaint Response | Develop and Implement E&S Complaint Response Procedures | Utility will refer any E&S complaints to the City. | City will develop and implement the E&S complaint response procedures. | 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 | City will ensure that any staff involved in construction activities subject to the Construction General Permits (CGPs) are trained and certified in accordance with the rules adopted by the GA Soil and Water Conservation Commission. | 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 - 4.2.5 | Post-Construction Stormwater Management in New Development and Redevelopment | Development and Evaluation of Post-Construction 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 NPDES Permit, Section 4.2.5.1. | 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 as 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 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 Structure (WQ BMP) Inventory | Inventory collection of WQ BMPs. | Utility will develop inventory of publically-owned WQ BMPs and privately-owned WQ BMPs designed after City adoption of the Utility's Stormwater Design Manual, which is equivalent to the GSMV. 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 MS4 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 will provide the Utility with a list of any publically-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 GSMV. | 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 | | 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 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. | Support the city must provide 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. | Reporting Issues 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. | Non-compliance consequence between County and City |
|--------------------|---|---|--|--|--|--|
| MCM5 - Table 4.2.5 | Post Construction Stormwater Management Structure (WQ BMP) Inspection and Maintenance Program | Inspecting and Maintaining publically-owned Structural WQ BMPs (owned and maintained by City) | | | | 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 | Inspecting and Maintaining Privately-owned Structural WQ BMPs (Designed after the City adopts the Utility's Stormwater Design Manual, which is equivalent to the GSMM) | <p>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 the City's Phase II MS4 NPDES Permit, and as necessary for Stormwater Utility Credit approvals. Maintenance will be required by notice to owner as needed. 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> | BMPs will be mapped and assigned a city code to support tracking. | Inspections 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 | 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. |
| Minimum Control Measure 6 | | | | | | |
| MCM6 - 4.2.6 | Pollution Prevention/Good Housekeeping for Municipal Operations | | | | | |
| | Update to MS4 areas | Annexations | Utility will report on city annexations. 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 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 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 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 | | 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 | Support the city must provide | Reporting Issues | Non-compliance consequence between County and City |
|--------------------|---------------------------------|---|---|--|---|---|
| MCM6 - Table 4.2.6 | MS4 Maintenance Program | Develop and Implement a MS4 Maintenance Program | 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. | 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 GSMV, will be accepted by Utility. | Utility will track and report work orders by city code assigned to each job. Facility Id's of structures may also be tracked. | Maintenance will not be completed |
| | | Drainage Investigations | Utility will accept calls from city residents and will respond on a countywide "first come - first serve" basis. | 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. City agrees that for the purposes of utility management that the Utility Rock Program policy is the city's policy. | Utility will assign city codes to all complaints to allow tracking and reporting of records by city. | Investigations will not be completed. |
| | | Rock Program | Implement Utility policy the same as in unincorporated Gwinnett | 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. | Utility will track and report work orders by city code assigned to each job. | Suspension of ROCK deliveries in city |
| MCM6 - Table 4.2.6 | Street and Parking Lot Cleaning | Develop and implement street and parking lot cleaning procedures. | Utility will develop and implement street and parking lot cleaning procedures that meet the requirements of the City's Phase II MS4 NPDES Permit. | | Utility will report of the City's behalf. | Street and parking lot cleaning procedures not communicated to the Utility will not be reported on. |

| 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 MSA. | 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 | Nothing | 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 Retrofits - WIP 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. Utility will update the municipal facility inventory in each year's annual report. | City will provide to the Utility an inventory of municipal facilities with a potential to cause pollution, and will notify the Utility of any new municipal facilities with the potential to cause pollution. | None. | Facilities not provided to Utility will not be included on the inventory. |

| 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 an 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 IDDE 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. | | 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 a 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 | 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 |
|-----------|---|---------------------------------|--|---|---|---|
| 4.6 | Stormwater Management Program Modifications | County may modify it's CSWMP | 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. | City will be required to verify acceptance of modifications within 30 days of notice. | Utility will report that city has adopted same changes. | Plans will not be modified which may result in compliance issues with GA EPD. |

| 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 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>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 management issues on a city by city basis.</p> | <p>See Section III below for details</p> |
| 5.1 | Annual Report | 303(d) and TMDL implementation Prepare annual report | <p>Utility will prepare report to EPD on implementation actions completed by Utility. Prepared report will be provided to city prior to submittal to EPD.</p> | <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. | None |

| Reference | Title | Program Description/Requirement | What the Utility will do in the city Utility will implement on behalf of the city to the extent described in Section II of this exhibit. | 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 attend meetings on behalf of cities and integrate appropriate aspects of the CWC into local programs. | 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 complete monitoring as described throughout this exhibit. | Nothing | None. | None. |
| | Monitoring and Reporting Requirements | Complete all monitoring as described in the Stormwater Management Program | | City agrees to provide support as described throughout this exhibit. | None. | None. |
| Section II. MINGWPD Watershed Management Plan | | | | | | |
| POST-DEVELOPMENT | | | | | | |
| STORMWATER MANAGEMENT ORDINANCE & STORMWATER MANAGEMENT DESIGN CRITERIA AND STANDARDS | | | | | | |
| Section 5.A.1 | | | | | | |
| 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 GSM. 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 GSM. 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 | | Develop and Implement Long Term Compliance Tracking/ O&M program for new stormwater management facilities | 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 | | Inspecting and Maintaining Privately owned Structural WQ BMPs (Designed after the city adopts the Utility's Stormwater Design Manual, which is equivalent to the GSMM) | 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 | 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 | FLOODPLAIN MANAGEMENT / FLOOD DAMAGE PREVENTION ORDINANCE and FUTURE-CONDITIONS FLOODPLAIN DELINEATION | | | | | |
| 1 | | Adopt Ordinance | Nothing | Nothing | None. | None. |
| 2 | | Implement New Floodplain Review Process | Nothing | Nothing | None. | None. |
| 3 | | Determine future-conditions floodplain mapping strategy | Nothing | -Nothing | None. | None. |
| 4 | | Delineation of the 100-year future-conditions floodplain | Nothing | Nothing | None. | None. |
| 5 | | Regulate new developments and redevelopments to future conditions flood maps. | Nothing | Nothing | None. | None. |
| 6 | | Update future-conditions floodplain maps as conditions warrant | The Utility will update the floodplain maps as conditions warrant, based on development data from the City. | The City will provide all necessary data, when requested, to allow for the floodplain maps to be updated as conditions warrant. | No data to report during MINGWPD audits. | Potential compliance issues during MINGWPD audits. |
| Section 5.A.3. | STREAM BUFFER PROTECTION ORDINANCE | | | | | |
| 1 | | Adopt the Ordinance | Nothing | Nothing | None. | None. |
| 2 | | Develop Review and Enforcement Process and Procedures | Nothing | Nothing | None. | None. |
| Section 5.A.4. & 5.E.2. | ILLEGAL DISCHARGE AND 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 Utility will implement enforcement actions in accordance with procedures established in the Enforcement Response Plan, which must closely align with the county's CSWMP. | Support the city must provide | Reporting Issues | Non-compliance consequence between County and City. |
|----------------|--|---|---|---|--|--|
| 2 | | Develop enforcement processes and procedures | 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 countywide "first come - first serve" basis. | 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 | | Develop a local IDDE program | | 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 allow tracking and reporting of records by city. | Inspections will not be completed so city complaints will not be reported. |
| Section 5.A.5 | LITTER CONTROL ORDINANCE | Adopt Ordinance | Nothing | Nothing | Nothing | None. |
| 2 | | Develop enforcement process and procedures | Nothing | Nothing | Nothing | None. |
| Section 5.B.1. | COMPREHENSIVE LAND USE PLANNING | Review existing local Comprehensive Land Use Plan | Nothing | Nothing | Nothing | None |
| | | Coordination between local watershed management and local planning staff | Utility will set up periodic meetings to address stormwater issues between the City and the Utility. | City will provide a single point of contact to manage stormwater, MS4, and other watershed related issues. | City and Utility will coordinate reporting duties. | Various reports due to the State may not be submitted on time, or complete. |
| | | Coordinate during Comprehensive Plan Updates | Nothing | Nothing | Nothing | None |
| Section 5.B.3 | SANITARY SEWER AND SEPTIC SYSTEM COORDINATION | | | | | |

| 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 |
|----------------|--|--|--|---|---|---|
| | | 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 GREENSPACE AND GREEN INFRASTRUCTURE TOOLS FOR WATERSHED PROTECTION | Implementation of greenspace/green infrastructure option for watershed protection | Nothing | Nothing | None | None |
| Section 5.C.1. | 1 INTEGRATED DEVELOPMENT REVIEW PROCESS | Develop a site development plan review process | Nothing | Nothing | None | None |
| | 2 | Develop a plan review checklist(s) | Nothing | Nothing | None | None |
| | 3 | Update checklist(s) as needed | Nothing | Nothing | None | 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 | 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 | | | 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 5.D.1. | STORMWATER INFRASTRUCTURE INVENTORY | Establish data objectives and requirements, and the data collection schedule | Utility will determine the 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 | | | | | | |
| Section 5.D.2. | EXTENT AND LEVEL OF SERVICE POLICY | Develop an EOS/LOS Policy | Implement Utility EOS/LOS the same as in unincorporated Gwinnett. 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. | 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. | | Inspection and maintenance will not be completed |
| Section 5.D.3. | STORMWATER SYSTEM INSPECTIONS | | | | Utility will report any policy modifications to EPD on city's behalf | |

| 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 |
|----------------|--|---|---|--|--|--|
| | Develop a local stormwater infrastructure inspection program | 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. | 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. | Utility will assign city codes to all investigations to allow tracking and reporting of records by city. | Inspection and maintenance will not be completed | |
| 1 | | | Same as line item above. | Same as line item above. | Inspection and maintenance will not be completed | |
| 2 | Implement Inspections in Accordance with Established Program | | Same as line item above. | Same as line item above. | Inspection and maintenance will not be completed | |
| Section 5.D.4. | 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>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>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 ords; 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 GSWM, will be accepted by Utility and maintained as part of the MS4 maintenance program.</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 | 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 |
|----------------|--------------------------|---|--|---|---|---|
| | | Perform maintenance activities based on program | <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 county's Drainage Maintenance Policy and will be applied within city limits.</p> | <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 ords; 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 GSMIM, will be accepted by Utility and maintained as part of the MS4 maintenance program.</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>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>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 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 | | <p>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.</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> |
| 2 | | | | | | |

| 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 | 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. | City will provide inventory of facilities in format requested and within time requested. | Update to inventory will need to be obtained periodically. City codes will be assigned to facilities by Utility personnel. | No inventory list will be developed. Cities will be responsible to EPD for their own inventory lists. |
| 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. | Cities must provide Utility officers access to city facilities for purposes of inspection, and any monitoring results of stormwater runoff that may have been done at city facilities. Cities will correct problems identified at their expense within a time agreed upon with the Utility inspector. | Utility will develop any necessary monitoring reports based on all available data. | 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 arrange for training of city employees and officials. | City will provide meeting space and arrange for employees/city officials to attend all necessary training that the Utility coordinates. All attendees must sign an attendance sheet at the time of the training event. | Utility will develop reports based on the training events that were coordinated between the city and the Utility, and will include all attendance sheets in the reports. | No training events will be developed or implemented by the Utility. Utility will be responsible for this section of any required reports. |
| 3 | LONG-TERM AMBIENT TREND MONITORING | | | | | |
| Section 5.F.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 |
|----------------|--|--|--|--|--|--|
| | | 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 | Monitoring stations may not be located in city limits. |
| 1 | | 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. | None |
| 2 | | Submit data to Metro Water District | Utility will submit report to district and EPD in so far as it relates to any data available to the Utility. | Nothing | Utility will complete on behalf of city. | None |
| 3 | 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 |
| Section 5.F.2. | | | | | | |
| 1 | LOCAL EDUCATION AND PUBLIC AWARENESS PROGRAM | | | Utility will complete on behalf of city. | Utility will complete on behalf of city. | None |
| 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. | 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. |
| 5.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 |
|--|-------------------------------|--|---|--|---|--|
| 2 | | Investigate potential pollutant sources | Utility will develop a monitoring plan for impaired waterbodies as required under existing permits and current TMDL implementation plans. | 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 reports for EPD and MNGWPD, with the aid of the city. | No reporting. |
| 3 | | 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. |
| Section 5.H.3. | ENDANGERED SPECIES PROTECTION | | | | | |
| 1 | | 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. |
| 2 | | 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 enforce setbacks and buffers on streams in small and large water supply source watersheds. | Nothing | 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 DWR 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 GA Rule 391-3-16.01(10). The Utility may request information from the city necessary to implement the WPP provisions. | 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 city must supply information requested by the Utility, in a timely fashion. | None. | None. |
| 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. | 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. |
| 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 | Reporting Issues | Non-compliance consequence between County and City |
|-----------|-------|--|--|--|---|---|
| | | Identify substantially-impacted watersheds | | City will supply Utility with any digital 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. | To facilitate collection of inventory from new development cities must submit to Utility facility attribute data along with QA/QC. Tracking and reporting will be hindered if data is not supplied. | No inventory in city. No inventory of new systems and no water quality credits applied to BMP's located in city limits. |
| 1 | | Prioritize watersheds | Inventory will be completed by Utility. Prioritization will be completed by Utility. | Nothing. | None | None |
| 2 | | Develop a local schedule | Schedules will be completed by Utility. | Nothing. | None | None |
| 3 | | Prepare WIP plans | WIP plans will be completed by Utility. | Nothing. | None | None |
| 4 | | 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. Re-evaluation of WIP program will be completed by Utility. | 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. | None | Potential delays on implementation of watershed improvement plans within city limits. |
| 5 | | Re-evaluate program | | Nothing. | None | None |
| 6 | | | | | | |

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 Section II | TMDL IP General Information about the Watershed | 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 III | Sources and Causes of Stream Segment Impairment listed in TMDLs | Describe the watershed including characteristics such as size, location, jurisdictions, physical features that could influence water quality, land use and other relevant details | Utility will identify and include this information in the plans | Nothing | None | None. |
| TMDL IP Section IV | Identification and ranking of potential sources or causes of impairment | 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 | None. |
| | | Investigate and evaluate the sources of impairment for violated parameters. | Utility will lead the effort to identify and rank sources | City will respond to Utility regarding requests for information held by the city that would assist in identification and ranking of sources | None. | Lack of response may lead to an inaccurate or incomplete plan. |
| | | Describe efforts made or procedures used to verify the significance and extent of the sources or causes of each impairment. | Utility will record this information. | 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 |
|---------------------|------------------------------------|---|--|---|---|--|
| TMDL IP: 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. |
| | | 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. |
| TMDL IP: Section VI | Management Measures and Activities | Describe management measures or activities implemented, whether regulatory or voluntary and whether by public or private entities, that will help achieve water quality standards | 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 | 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 |
|----------------------|---|--|---|--|---|
| | Administer 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 | None | 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. | None | None. |
| | Develop/Implement Pilot Septic System Repair Subsidy Program | If this program is developed the Utility would administer on behalf of the city | Nothing | None | None. |
| | Management of Waste Water Treatment Plants - County | Gwinnett County will manage all county owned and operated waste water treatments plants | Nothing | None | None. |
| | Management of Waste Water Treatment Plants - City | Nothing | Nothing | None | None. |
| TMDL IP: Section VII | Monitoring Plan | | | | |

| 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 |
|-----------------------|-------------------------------------|--|---|---|--|--|
| | | 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. | None. | No delisting of water or cessation of sampling in city limits. |
| | | 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 | None |
| TMDL IP: Section VIII | Planned Outreach for Implementation | | 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. | Advertise program and refer interested parties to Utility. | Stenciling will be reported on a city by city basis. | Decreased effectiveness of program |
| | | Stenciling Program | 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. | Cities with their own sanitary sewer and water service that do not confirm distribution of inserts will not have this distribution reported. | No reporting on City's efforts. |
| | | Utility Bill Newsletter | Utility will develop and provide to cities 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. City will agree to request materials. | Cities will need to report on additional materials used and distribution. | No reporting on City's efforts. |
| | | Pet Waste Brochure | | | | |

| 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 |
|-----------|-------|---------------------------------|--|--|--|--|
| | | 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. | Advertise 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 | 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 |
|---|--|--|---|---|------------------|--|
| | | | 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. | | | |
| | | Watershed festival | Utility will attend meetings on behalf of cities and integrate appropriate aspects of the CWC into local programs. | Advertise program and refer interested parties to Utility. | None | Decreased effectiveness of program |
| | | Clean Water Campaign | | Nothing | None | None |
| | | Utility Website: www.gwinnettstormwater.com | 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 | None |
| | | Pilot Septic System Repair Subsidy Program | If this program is developed the Utility would administer on behalf of the city | Nothing | None | None |
| | | | 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 | Under reporting |
| TMDL IP: Section IX | Milestones/Measures of Progress: BMPs and Outreach | Track and report progress on management measure implementation | | | | |
| 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/ac/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 Watershed improvement Plan Implementation Provide a status update on watershed protection ideas suggested by the Citizens Advisory Group (CAG) established during the development of the WPP | Utility will identify and prioritize Watershed Improvement Plan development throughout the county. Utility will 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. | 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 None | None No WIP implementation. |
| Section 4.0 | Long term trend monitoring plan | | 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 | 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 | 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 | Reporting Issues | 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}~~16th~~ day of ^{May}~~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

5

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:

CITY OF PEACHTREE CORNERS

BY: [Signature]
City Clerk
(SEAL)

BY: [Signature]
MIKE MASON, MAYOR

WITNESS [Signature]

DATE: 04/16/13

ATTEST:

WINNETT COUNTY, GEORGIA

BY: [Signature]
DIANE KEMP,
County Clerk
(SEAL)

BY: [Signature]
CHARLOTTE J. NASH, CHAIRMAN
Gwinnett County, Georgia
Board of Commissioners

WITNESS [Signature]

DATE: 5/14/13

BY: [Signature]
RICHARD K. STEELE
Tax Commissioner
Gwinnett County, Georgia

[Signature]
WITNESS

DATE: 5-8-13

APPROVED AS TO FORM:

BY: [Signature]
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 16th 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*
CHARLOTTE J. NASH, Chairman

ATTEST:

Diane Kemp
Diane Kemp, County Clerk
(SEAL)

APPROVED AS TO FORM:

Van Stephens
VAN STEPHENS
Acting County Attorney

**CITY OF PEACHTREE CORNERS,
GEORGIA**

BY: *Mike Mason*
MIKE MASON, Mayor

ATTEST:

Kym Chereck
KYM CHERECK, City Clerk
(SEAL)

APPROVED AS TO FORM:

Bill Riley
BILL RILEY
City Attorney