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## COUNCIL MEETING AGENDA

Mike Mason, Mayor

Phil Sadd – Post 1, Council Member

Jeanne Aulbach – Post 4, Council Member

James Lowe – Post 2, Council Member

Lorri Christopher – Post 5, Council Member

Alex Wright – Post 3, Council Member

Weare Gratwick – Post 6, Council Member

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**December 17, 2013**

**COUNCIL AGENDA**

**7:00 PM**

PEACHTREE CORNERS CITY HALL

147 TECHNOLOGY PARKWAY, PEACHTREE CORNERS, GA 30092

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**A) CALL TO ORDER**

**B) ROLL CALL**

**C) PLEDGE OF ALLEGIANCE**

**D) MAYOR'S OPENING REMARKS**

**E) CONSIDERATION OF MINUTES** – December 3, 2013

**F) CONSIDERATION OF MEETING AGENDA**

**G) PUBLIC COMMENTS**

**H) CONSENT AGENDA - No Items**

**I) PRESENTATIONS AND REPORTS**

- 1. Mayor Mason** A Proclamation of the City of Peachtree Corners, Georgia recognizing the *Christmas in the Corners* Parade Committee and thanking them for their volunteer efforts on behalf of the community.
- 2. Mayor Mason** A Proclamation of the City of Peachtree Corners, Georgia recognizing the contributions of the Robert D. Fowler Family YMCA to the community.
- 3. D. Wheeler** Staff Activity Report

**J) NEW BUSINESS**

- 1. Action Item** Intergovernmental Agreement to provide Fire and Emergency Medical Services within the City of Peachtree Corners.
- 2. Action Item** Intergovernmental Agreement to provide Police Services within the City of Peachtree Corners.

- 3. **Action Item** Interim Intergovernmental Agreement to provide road maintenance within the City of Peachtree Corners.
- 4. **Action Item** Intergovernmental Agreement to provide road resurfacing with the City of Peachtree Corners.
- 5. **Action Item** Intergovernmental Agreement to provide stormwater services within the City of Peachtree Corners.
- 6. **O2013-12-23** FIRST READ and Consideration of an Ordinance to amend Chapter 6 (“alcoholic beverages”) of the Code of the City of Peachtree Corners, Georgia, in order to amend Sec. 6-42 to allow individuals to bring in their own alcoholic beverages to certain types of retail establishments subject to restrictions and limitations; to allow certain non-dining business establishments to accommodate the consumption of wine and malt beverages on their premises; and for other purposes. (2<sup>nd</sup> Reading and Public Hearing on 1/21/14)

**K) WORK SESSION** – Presentation from Elections Consultant Mr. Gary Smith.

**L) EXECUTIVE SESSION**

**M) ADJOURNMENT**

**CITY OF PEACHTREE CORNERS**  
**COUNCIL MEETING**  
**December 3, 2013, @ 7:00PM**

The Mayor and Council of the City of Peachtree Corners held a Council Meeting at City Hall, 147 Technology Parkway, Suite 200, Peachtree Corners, GA, 30092. The following were in attendance:

Mayor	Mike Mason
Council Member	Phil Sadd – Post 1
Council Member	James Lowe – Post 2
Council Member	Alex Wright – Post 3
Council Member	Jeanne Aulbach – Post 4
Council Member	Lorri Christopher – Post 5
Council Member	Weare Gratwick – Post 6
City Manager	Julian Jackson
City Clerk	Kym Chereck
Com. Dev. Director	Diana Wheeler
City Attorney	Scott Robichaux

**PLEDGE OF ALLEGIANCE:** Mayor Mason led the Pledge of Allegiance.

**MAYOR’S OPENING REMARKS:** Mayor Mason thanked the members of the Planning Commission, Zoning Board of Appeals and Comprehensive Land Use Plan for volunteering their time to the City.

**MINUTES:**

**MOTION TO APPROVE THE MINUTES FROM THE NOVEMBER 19, 2013 COUNCIL MEETING.**

**By: Council Member Christopher**

**Seconded by: Council Member Gratwick**

**Vote: (7-0) (Christopher, Gratwick, Mason, Sadd, Lowe, Aulbach, Wright)**

**CONSIDERATION OF THE MEETING AGENDA:**

There was no change to the agenda.

**PUBLIC COMMENT:** There was no public comment.

**NEW BUSINESS:**

**O2013-10-21**

First Read and consideration of a request to rezone a 1.75 acre property located at 500 South Peachtree Street [near Jimmy Carter Blvd. and Buford Hwy., 16<sup>th</sup> District, Land Lot 244] from C-1 to C-3 in order to allow a garden supply business to store and sell landscaping materials outdoors.

Diana Wheeler, Community Development Director, presented the case to the Mayor and Council. Mrs. Wheeler provided background information regarding the applicant's request. Mrs. Wheeler stated that this item was before the Planning Commission in November where it received approval with Staff conditions. The applicant is requesting a zoning change from C-1 (Neighborhood Business) to C-3 (Highway Business) in order to open a retail landscape supply store. A site plan was presented to the Board. After review, Staff recommended approval of rezoning the property with the following nine conditions:

1. The C-3 uses for the property shall be limited to a landscape supply business only.
2. The existing fence on the property shall be repaired or replaced.
3. The site shall be cleared of litter, weeds, and debris including the right-of-way on the front of the property along South Peachtree Road.
4. A 10 ft., heavily planted, landscape strip shall be installed along the front and east side (next to rental house) of the property. Landscape material shall be approved by Staff.
5. A sediment control basin to be approved by Staff shall be provided.
6. Gwinnett County Health Department approval shall be obtained.
7. Hours of operations shall be limited to 8AM – 5PM Monday through Friday and 8AM – 3PM on Saturday. No Sunday hours shall be provided.
8. Any security or parking lot lighting shall include shields or be directed away from the adjacent rental house.
9. Signage shall be limited to one, quality sign in a frame installed as a monument sign or attached to the fence. The sign shall be made of long-lasting, weather proof material, be approved by staff, and be no greater than 20 sq. ft. in size. Neon, LED, variable message and changeable copy board signs shall be prohibited.

The applicant, Mr. Michael Laroway, informed the Mayor and Council that this will be his fifth location, and stated that he had no issue with Staff's recommended conditions.

Mayor Mason opened the floor for public comment. There was no public comment.

The following action was taken:

**MOTION TO APPROVE O2013-10-21 WITH ALL OF STAFF'S CONDITIONS; WITH THE ADDITION OF A CONDITION NUMBER 10 TO READ NO BUSINESS LICENSE MAY BE ISSUED UNTIL ALL CONDITIONS HEREIN HAVE BEEN SATISFACTORILY COMPLIED WITH BY STAFF.**

**By: Council Member Gratwick**

**Seconded by: Council Member Sadd**

**Vote: (7-0) (Gratwick, Sadd, Mason, Lowe, Aulbach, Christopher, Wright)**

**WORK SESSION:**

**Discussion on SPLOST.**

Mr. Julian Jackson, City Manager, informed the Mayor and Council that he will meet with Gwinnett County on December 5, 2013, concerning the use and distribution of the \$25 million set aside by the County for the funding of joint transportation projects between the County and Cities.

**BYOB Ordinance**

Mrs. Diana Wheeler, Community Development Director, presented the Mayor and Council with a draft ordinance concerning *Brownbagging; when BYOB is allowed*. After discussion additional information was requested.

**ADJOURNMENT:**

**MOTION TO ADJOURN AT 7:47 PM.**

**By: Council Member Lowe**

**Seconded by: Council Member Sadd**

**Vote: (7-0) (Lowe, Sadd, Mason, Wright, Aulbach, Christopher, Gratwick)**

Approved,

Attest:

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Mike Mason, Mayor

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Kymerly Chereck, City Clerk

(Seal)

# *Proclamation*

**A PROCLAMATION OF THE CITY OF PEACHTREE CORNERS, GEORGIA  
COMMENDING THE *CHRISTMAS IN THE CORNERS* PARADE  
COMMITTEE AND THANKING THEM FOR THEIR VOLUNTEER SERVICE.**

**WHEREAS,** *The Christmas in the Corners* Parade was a great success and a festive event attracting thousands and providing an opportunity for fellowship within the community; and

**WHEREAS,** *Christmas in the Corners* is a not-for-profit event and totally staffed by volunteers who dedicated their time and energy to fostering good will and enhancing the spirit of the holidays; and

**WHEREAS,** the City of Peachtree Corners values civic involvement, volunteerism, community initiative, and the work of those who contribute to the quality of life for the betterment of all, as exemplified by the *Christmas in the Corners* Committee.

**NOW, THEREFORE, BE IT PROCLAIMED** by the Mayor and Council of the City of Peachtree Corners that the *Christmas in the Corners* Committee is commended for a successful event and a job well done. It is further proclaimed that the City appreciates the work of the Committee in establishing a new tradition that creates shared memories, enhances civic pride, and brings people together in Peachtree Corners.

**SO PROCLAIMED AND EFFECTIVE,** this the 17th day of December, 2013.

**Attest:**

**Approved:**

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Kym Chereck, City Clerk

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Mike Mason, Mayor

# *Proclamation*

**A PROCLAMATION OF THE CITY OF PEACHTREE CORNERS, GEORGIA  
THANKING THE ROBERT D. FOWLER FAMILY YMCA FOR THE USE OF  
THEIR FACILITY AND FOR SERVING AS A COMMUNITY RESOURCE.**

**WHEREAS, the YMCA organization has been serving communities across the country for over 160 years; and**

**WHEREAS, the Robert D. Fowler Family YMCA has been an integral part of the Peachtree Corners community long before the City was even established; and**

**WHEREAS, the Fowler YMCA aided the City in its first year of operation by volunteering its space for meetings and supporting the City's activities.**

**NOW, THEREFORE, BE IT PROCLAIMED by the Mayor and Council of the City of Peachtree Corners that the City offers its sincere thanks and heartfelt appreciation to the Robert D. Fowler Family YMCA for its assistance during 2012 when help was most needed. It is further proclaimed that the Fowler YMCA is to be commended for serving as a community resource, thereby enhancing the quality of life in Peachtree Corners.**

**SO PROCLAIMED AND EFFECTIVE, this the 17th day of December, 2013.**

**Attest:**

**Approved:**

\_\_\_\_\_  
**Kym Chereck, City Clerk**

\_\_\_\_\_  
**Mike Mason, Mayor**



# Memo

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TO: Mayor and Council

CC: Julian Jackson, City Manager

FROM: Diana Wheeler, Community Development Director

SUBJECT: Staff Activity Report

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The following is a summary of Staff activity during the period of 12/2/13 – 12/13/13.

- A. Meetings with:
  - 1. Prospective public hearing applicants.
  - 2. Representative from the Clean Air Commission.
  - 3. Technology business owner interested in relocating to the City.
  - 4. Developer interested in property rezoning.
- B. Prepared BYOB Ordinance.
- C. Prepared materials for presentation to local realtors about the City.
- D. Reviewed plans for various development projects.
- E. Researched Special Events permit applications.
- F. Prepared proclamations, letters, and other documents.
- G. Responded to phone calls and e-mails from residents, business people, and others.

**Processed the following permit applications:**

1. MERIT CONSTRUCTION COMPANY	6525 THE CORNERS PKWY	TENANT IMPROVEMENT
2. CHANDLER AND SONS CONST. LLC	5650 PEACHTREE PKWY	INTERIOR FINISH
3. HI-TECH SYSTEMS	5450 PEACHTREE PKWY	ELECTRICAL
4. CBRE	3567 PARKWAY LN STE 140	INTERIOR FINISH
5. CBRE	3567 PARKWAY LN STE 150	INTERIOR FINISH
6. PINNACLE CUSTOM SIGNS	5252 PEACHTREE PKWY	TEMPORARY SIGN
7. UNITED MAINTENANCE INC	4411 EAST JONES BRIDGE RD	HVAC
8. J CHAMERLAIN ELECTRIC	4235 BUFORD HWY	ELECTRICAL
9. 90 DEGREE CONSTRUCTION	4880 PEACHTREE CORNERS CIR	INTERIOR FINISH
10. BARELY LETHAL	4903 FITZPATRICK WAY	TEMP. ACTIVITY PERMIT
11. LIGHTHOUSE OUTREACH/TNT	5075 PEACHTREE PKWY	TEMP. SIGN PERMIT
12. POPEYE'S	7050 JIMMY CARTER BLVD	TEMP. SIGN PERMIT
13. AAMES PLUMBING HTG/AIR INC	4885 BERKELEY OAK CIRCLE	PLUMBING
14. ALLISON SMITH	5655 SPALDING DRIVE	ELECTRICAL
15. LIGHTHOUSE OUTREACH/TNT	5075 PEACHTREE PARKWAY	TEMP. ACTIVITY PERMIT
16. MONTGOMERY LECH	7050 JIMMY CARTER BLVD	INTERIOR FINISH
17. BATSON-COOK	3341 PEACHTREE CORNERS CIR	NEW BUILDING
18. ANDY MAY CONSTRUCTION COMPANY	6550 JIMMY CARTER BLVD	INTERIOR FINISH

19. ATLANTIS GRANITE & MARABLE LLC	3280 PEACHTREE CORNERS CIRCLE	CERT. OF OCC.
20. CANAM SIGNS & IMAGING	3855 HOLCOMB BRIDGE RD STE 770	PERMANENT SIGN
21. SUPERIOR PLUMBING SERVICES,INC	5803 PARK CENTRAL AVENUE	PLUMBING
22. THE SPEAR GROUP,INC	5550 TRIANGLE PKWY	CERT. OF OCC.
23. YOUNG'S MEDICAL/HEALTHCARE ASSOC.	6244 CROOKED CREEK RD	CERT. OF OCC.
24. TIARA CRUMBLY	3500 PARKWAY LN STE 110	INTERIOR FINISH
25. EBERLE INC	4885 BUSH RD	PERMANENT SIGN
26. NEW LONDON COMMUNICATIONS	5655 SPALDING DRIVE	PERMANENT SIGN
27. A ABSOLUTE ESTATE PROPERTIES	5150 PEACHTREE IND BLVD STE #150	TEMPORARY SIGN
28. UNITED AIR TEMP	6742 RAMUNDO DRIVE	HVAC
29. GLOBAL SIGNS	4708 SOUTH OLD PEACHTREE RD	PERMANENT SIGN
30. BRIGHT CORPORATION INC	3535 BROOKWOOD COURT	PLUMBING
31. CAPITAL SIGNS	5155 PEACHTREE PKWY STE #1120-B	HVAC
32. K M HOMES,LLC	WESTECH DRIVE	TEMPORARY SIGN
33. LIGHTING MAINTENANCE INC	2805 AMWILER ROAD	PERMANENT SIGN
34. KINZEY CONSTRUCTION COMPANY	155 TECHNOLOGY PKWY SOUTH 400	INTERIOR FINISH
35. ARTIE	1500 HOLCOMB BRIDGE RD	ADDITION
36. SIGN-A-RAMA	6063 PEACHTREE PKWY STE 201B	PERMANENT SIGN
37. BUCKHAVEN LLC	1500 HOLCOMB BRIDGE RD	ADDIT./ALTER.
38. THE CHURCH INTERNATIONAL	4845 SOUTH OLD PEACHTREE RD	TEMPORARY SIGN

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 \_\_\_ day of November, 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 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  
CITY CLERK  
CITY OF PEACHTREE CORNERS

By: \_\_\_\_\_  
MIKE MASON, MAYOR  
DATE: \_\_\_\_\_

[SEAL]

APPROVED AS TO FORM:

By: \_\_\_\_\_  
BILL RILEY  
CITY ATTORNEY

ATTEST:

GWINNETT COUNTY, GEORGIA

By: \_\_\_\_\_  
DIANE KEMP  
COUNTY CLERK

By: \_\_\_\_\_  
CHARLOTTE J. NASH  
CHAIRMAN  
GWINNETT COUNTY BOARD OF  
COMMISSIONERS  
75 LANGLEY DRIVE  
LAWRENCEVILLE, GEORGIA 30046

[SEAL]

DATE: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
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 POLICE SERVICES WITHIN  
THE CITY OF PEACHTREE CORNERS

THIS AGREEMENT is made and entered into this \_\_\_ day of November, 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: \_\_\_\_\_

[SEAL]

APPROVED AS TO FORM:

By: \_\_\_\_\_  
BILL RILEY  
CITY ATTORNEY

ATTEST:

GWINNETT COUNTY, GEORGIA

By: \_\_\_\_\_  
DIANE KEMP  
COUNTY CLERK

By: \_\_\_\_\_  
CHARLOTTE J. NASH  
CHAIRMAN  
GWINNETT COUNTY BOARD OF  
COMMISSIONERS  
75 LANGLEY DRIVE  
LAWRENCEVILLE, GEORGIA 30046

[SEAL]

DATE: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
VAN STEPHENS  
ACTING COUNTY ATTORNEY  
GWINNETT COUNTY DEPARTMENT OF LAW  
75 LANGLEY DRIVE  
LAWRENCEVILLE, GEORGIA 30046

STATE OF GEORGIA

GWINNETT COUNTY

INTERIM INTERGOVERNMENTAL AGREEMENT TO PROVIDE ROAD MAINTENANCE

THIS AGREEMENT, made and entered into this \_\_\_\_ 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

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

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

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

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

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

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

## **ARTICLE I**

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

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

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

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

## **ARTICLE II**

### **ROAD MAINTENANCE SERVICES PROVIDED**

#### **TO THE CITY**

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

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

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

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

### **ARTICLE III**

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

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

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

#### **ARTICLE IV**

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

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

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

## **ARTICLE V**

### **DEFENSE AND INDEMNIFICATION**

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

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

#### **ARTICLE VI**

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

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

#### **ARTICLE VII**

##### **WARRANTY EXCLUSIONS**

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

#### **ARTICLE VIII**

##### **FORCE MAJURE**

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

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

**ARTICLE IX**

**AMENDMENTS**

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

**ARTICLE X**

**ASSIGNABILITY**

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

**ARTICLE XI**

**ENTIRE AGREEMENT AND SEVERABILITY**

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

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

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

## **ARTICLE XII**

### **NOTICES**

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

a. If to the City of Peachtree Corners:

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

b. If to Gwinnett County:

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

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

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

ATTEST:

CITY OF PEACHTREE CORNERS

By: \_\_\_\_\_  
KYM CHERECK  
CITY CLERK  
CITY OF PEACHTREE CORNERS

By: \_\_\_\_\_  
MIKE MASON, MAYOR  
DATE: \_\_\_\_\_

[SEAL]

APPROVED AS TO FORM:

By: \_\_\_\_\_  
BILL RILEY  
CITY ATTORNEY

ATTEST:

**GWINNETT COUNTY, GEORGIA**

BY:

\_\_\_\_\_  
**DIANE KEMP**  
**COUNTY CLERK**

BY:

\_\_\_\_\_  
**CHARLOTTE J. NASH**  
**CHAIRMAN**  
GWINNETT COUNTY BOARD OF  
COMMISSIONERS  
75 LANGLEY DRIVE  
LAWRENCEVILLE, GEORGIA 30046

[SEAL]

DATE: \_\_\_\_\_

APPROVED AS TO FORM:

BY:

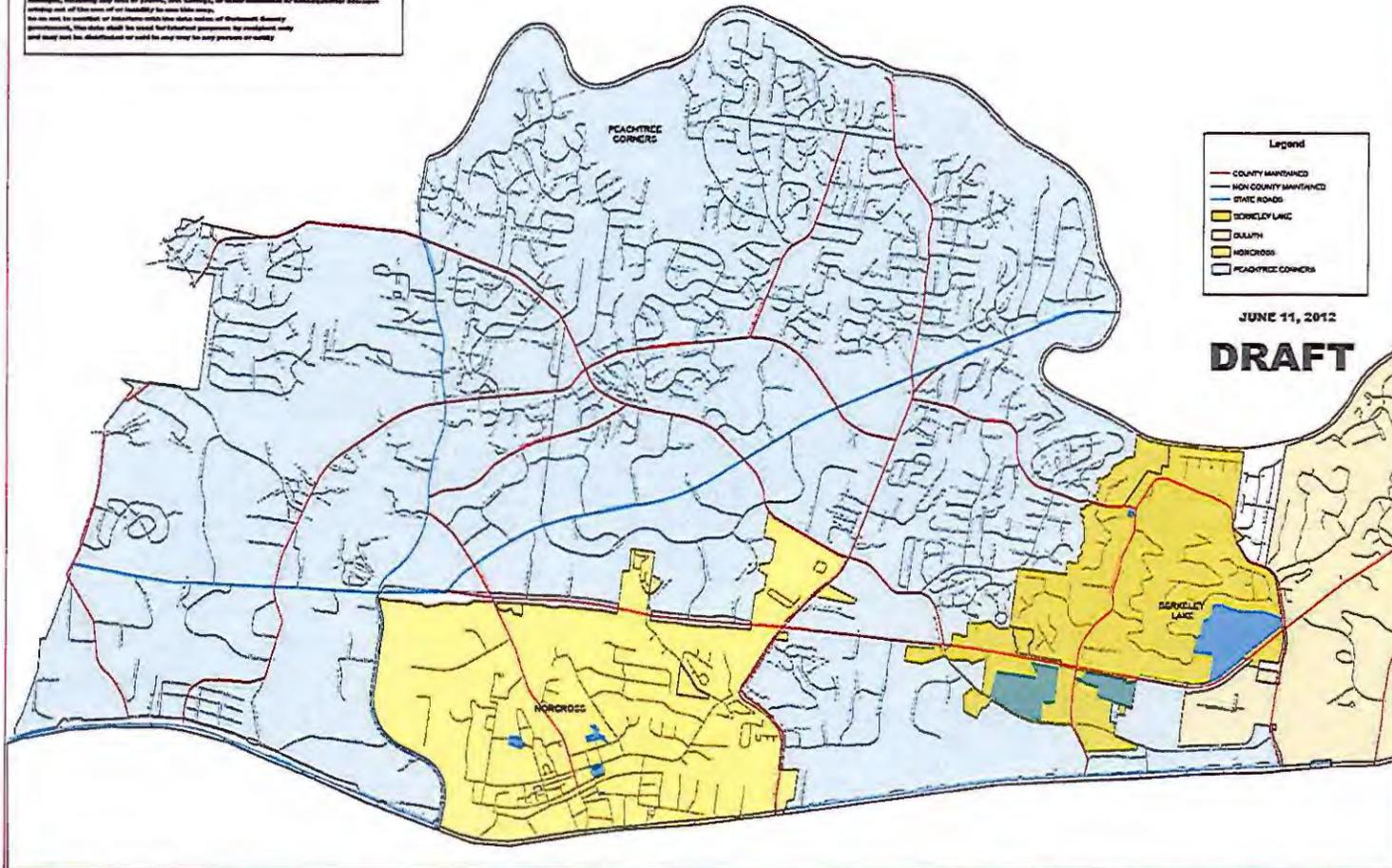
\_\_\_\_\_  
**VAN STEPHENS**  
**ACTING COUNTY ATTORNEY**  
GWINNETT COUNTY DEPARTMENT OF LAW  
75 LANGLEY DRIVE  
LAWRENCEVILLE, GEORGIA 30046

**"EXHIBIT A"**

# GWINNETT COUNTY ROAD SYSTEM



GWINNETT COUNTY HAS ENDORSED AS OF MAY 16, 2005  
 an agreement for this data prepared and the GIS Mapping Department on May 16, 2005.  
 This map is a graphical representation of data obtained from aerial photography, historical maps,  
 plans, engineering drawings and other public records and data. Gwinnett County does not warrant  
 the accuracy or correctness of the data to be provided and does not guarantee the reliability of the  
 data for any purpose, commercial or industrial. ALL DATA IS PROVIDED AS IS, WITH ALL  
 RIGHTS RESERVED. GWINNETT COUNTY DOES NOT WARRANT, EXPRESS OR IMPLIED,  
 MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. This map is the  
 proprietary product of Gwinnett County and is the work of Gwinnett County for  
 purposes, including any loss of profits, lost savings, or other incidental or consequential damages  
 arising out of the use of or inability to use this map.  
 In no way is provided or intended with the data value of Gwinnett County  
 government, this data shall be used for future purposes, by applicant only  
 and may not be distributed or used in any way for any purpose or work.



- Legend
- COUNTY MAINTAINED
  - NON-COUNTY MAINTAINED
  - STATIC ROADS
  - NORCROSS
  - BERKELEY LAKE
  - DULUTH
  - PEACHTREE CORNERS

JUNE 11, 2012  
**DRAFT**

**"EXHIBIT B"**

2nd (SECOND) STREET	FLORIDA AVENUE	PEACHTREE STREET	P2Y	E	0.13
3rd (THIRD) STREET	FLORIDA AVENUE	PEACHTREE STREET	P2Y	E	0.13
3rd (THIRD) STREET	FLORIDA AVENUE	VIRGINIA AVENUE	P2Y	E	0.05
5th (FIFTH) STREET	GILLELAND LANE	VIRGINIA AVENUE	P2Y	E	0.19
ABBY COURT	TILTON LANE	N END	P2Y	E	0.05
ABIGAIL LANE	EDGERTON DRIVE	E END	P2Y	E	0.02
ADD COURT	GUNNIN ROAD	CENTRE COURT	P2Y	E	0.09
ADRIATIC COURT	ATLANTIC BOULEVARD	N END	P2Y	I	0.12
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	MISSENDALL 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
BROOMSEGE 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	1990' 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	FITSPATRICK 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	REVINGTON DRIVE	E END	P2Y	E	0.06
GREENERT DRIVE	EVERETT COURT	E END	P2Y	E	0.07
GRIST MILL COURT	LOU IVY ROAD	N END	P2Y	E	0.12
GRIZZARD COURT	N END	S END	P2Y	E	0.08
GRIZZARD TRAIL	PEACHTREE CORNERS CIRCLE	GRIZZARD COURT	P2Y	E	0.06
GROVE HILL COURT	PRIMROSE LANE	E END	P2Y	E	0.04
GROVE PARK DRIVE	LOU IVY ROAD	NATCHEZ TRACE COURT	P2Y	E	0.25
GUNNIN ROAD	200' N MATCH POINT	N END	P2Y	E	0.32
GUNNIN ROAD	SPALDING DRIVE	200' N MATCH POINTE	P2Y	E	0.77
GUTHRIDGE COURT	N END	REPS MILLER ROAD	P2Y	I	0.11

GUYTON COURT	CLINCHFIELD TRAIL	W END	P2Y	E	0.12
HALL BROOK DRIVE	EAST JONES BRIDGE ROAD	S END	P2Y	E	0.12
HAMMERSTONE COURT	NEELY FARM DRIVE	E END	P2Y	E	0.08
HAMPTON COURT	NORTH HAMPTON RIDGE	N END	P2Y	E	0.04
HARROW TRACE	RIVER BOTTOM DRIVE	W END	P2Y	E	0.18
HAWK RUN	RIVER BOTTOM DRIVE	N END	P2Y	E	0.08
HEATHWOOD LANE	ROSECOMMON DRIVE	W END	P2Y	E	0.17
HEATHWOOD LANE	SPALDING DRIVE	GLEN MEADOW DRIVE	P2Y	E	0.04
HEATHWOOD LANE	SPALDING DRIVE	ROSECOMMON DRIVE	P2Y	E	0.04
HERRINGTON DRIVE	US 23	N END	P2Y	E	0.20
HIGH MEADOW DRIVE	AMBERGLADE COURT	S END	P2Y	E	0.15
HIGH SHOALS DRIVE	S END	PEACHTREE CORNERS CIR	P2Y	E	0.33
HIGHCROFT CIRCLE	SOUTH OLD 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

MERSHON TRAIL	ALLENHURST DRIVE	N END	P2Y	E	0.10
METRIC PLACE	TRIANGLE PARKWAY	E END	P2Y	I	0.12
MIDDLEWICH LANE	MEDLOCK BRIDGE ROAD	ANCROFT CIRCLE	P2Y	E	0.03
MILLER COURT	VIC-AR ROAD	N END	P2Y	E	0.10
MILLER FARMS COURT	MILLER FARMS LANE	N END	P2Y	E	0.10
MILLER FARMS LANE	LOU IVY ROAD	N END	P2Y	E	0.33
MILLERS TRACE	SCOTTS MILL RUN	W END	P2Y	E	0.13
MILLET WAY	FRANK NEELY ROAD	E END	P2Y	E	0.05
MILLHOUSE LANE	N END	S END	P2Y	E	0.28
MILLSTONE COURT	WALDEN MILL DRIVE	S END	P2Y	E	0.06
MISSENDELL LANE	E END	AUDLEY LANE	P2Y	E	0.34
MONARCH PINE DRIVE	MONARCH PINE LANE	WYNCREFT 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	SCOTTS 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	GUNNIN ROAD	S END	P2Y	E	0.06
NEELY FARM DRIVE	QUAIL RIDGE WAY	RIVER BOTTOM DRIVE	P2Y	E	0.39
NEELY MEADOWS COURT	NEELY MEADOWS DRIVE	N END	P2Y	E	0.05
NEELY MEADOWS DRIVE	FRANK NEELY DRIVE	N END	P2Y	E	0.21
NEWTON DRIVE	LOCKLEAR WAY	WINTERS CHAPEL ROAD	P2Y	E	0.08
NIGHT HERON LANE	DUNLIN SHORE COURT	W END	P2Y	E	0.04
NOBLEMAN POINT	WELLINGTON MIST POINT	N END	P2Y	E	0.33
NORTH HAMPTON RIDGE	MEDLOCK BRIDGE ROAD	W END	P2Y	E	0.17
NORTHEAST PARKWAY	AMWILER ROAD	AMWILER ROAD	P2Y	I	0.42
NORTHWOODS CIRCLE	NORTHWOODS PARKWAY	NORTHWOODS PARKWAY	P2Y	I	0.44
NORTHWOODS PARKWAY (EB)	LANGFORD ROAD	300' S P I B	P2Y	I	0.00
NORTHWOODS PARKWAY WB	300' S PIB	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
SAPELO 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

WETHERBURN WAY	HOLCOMB BRIDGE ROAD	SPALDING DRIVE	P2Y	I	0.16
WHITECAP LANE	N END	S END	P2Y	E	0.21
WHITESBURG COURT	EASTMAN TRAIL	E END	P2Y	E	0.06
WHITEWATER COURT	WHITEWATER DRIVE	S END	P2Y	E	0.06
WHITEWATER DRIVE	EAST JONES BRIDGE ROAD	WHITECAP LANE	P2Y	E	0.32
WHITEWATER DRIVE	WHITECAP LANE	N END	P2Y	E	0.16
WHITTINGTON WAY	RIVERFIELD DRIVE	STAVELY LANE	P2Y	E	0.13
WICKERSHIRE DRIVE	WEST JONES BRIDGE	E END	P2Y	E	0.21
WICKERSHIRE WAY	WICKERSHIRE DRIVE	N END	P2Y	E	0.04
WICKFORD DRIVE	TURNBURY OAKS DRIVE	WICKFORD LANE	P2Y	E	0.10
WICKFORD LANE	W END	N END	P2Y	E	0.18
WILBANKS DRIVE	GUNNIN ROAD	N END	P2Y	E	0.37
WILD GINGER COVE	CHABERSHAM LANE	S END	P2Y	E	0.34
WILD GINGER PATH	WILD GINGER COVE	N END	P2Y	E	0.06
WILD SONNET PATH	EDGERTON DRIVE	WILD SONNET TRAIL	P2Y	E	0.06
WILD SONNET TRAIL	E END	S END	P2Y	E	0.24
WILDWOOD FARMS DRIVE	BUSH ROAD	S END	P2Y	E	0.28
WILLIAMSPORT DRIVE	EAST JONES BRIDGE ROAD	E END	P2Y	E	0.35
WILLSTONE COURT	WINFORD COURT	S END	P2Y	E	0.07
WILMER DRIVE	N END	N END	P2Y	E	0.27
WILMER WALK	SHAWN TERRACE	W END	P2Y	E	0.05
WIMBLEDON WAY	COURTSIDE TERRACE	S END	P2Y	E	0.08
WINFORD COURT	WILLIAMSPORT DRIVE	E END	P2Y	E	0.11
WINTERS HILL COURT	SPALDING GLEN DRIVE	WINTERS HILL DRIVE	P2Y	E	0.15
WINTERS HILL DRIVE	SPALDING GLEN DRIVE	N END	P2Y	E	0.24
WINTERS HILL DRIVE	WINTERS CHAPEL ROAD	SPALDING GLEN DRIVE	P2Y	E	0.55
WOMACK COURT	LOCKRIDGE DRIVE	E END	P2Y	E	0.13
WOMACK DRIVE	SPRING DRIVE	WINTERS CHAPEL	P2Y	E	0.15
WOMACK ROAD	LOCKRIDGE DRIVE	N END	P2Y	E	0.19
WOODHILL DRIVE	THE CORNERS PARKWAY	PEACHTREE PARKWAY	P2Y	I	0.23
WOODKNOLL COURT	GRAYWOOD TRACE	N END	P2Y	E	0.04
WOODSTONE LANE	RIVEREDGE DRIVE	FOXWOOD ROAD	P2Y	E	0.15
WYNCROFT COURT	MONARCH PINE DRIVE	N END	P2Y	E	0.05
WYNCROFT PLACE	N END	S END	P2Y	E	0.15
WYNHALL DRIVE	LANGFORD ROAD	WYNTREE ROAD	P2Y	E	0.28
WYNTREE COURT	WYNTREE DRIVE	E END	P2Y	E	0.20
WYNTREE DRIVE	MEDLOCK BRIDGE RD	S END	P2Y	E	0.45
YARROW BLUFF	WILD GINGER COVE	S END	P2Y	E	0.04
YELLOW GINGER GLEN	WILD GINGER COVE	W END	P2Y	E	0.09
YELLOW GINGER POINT	WILD GINGER COVE	E END	P2Y	E	0.05

YOUNG ARTHUR TERRACE	NOBLEMAN POINT	S END	P2Y	E	0.04
					110.07

**STATE OF GEORGIA**

**GWINNETT COUNTY**

**INTERGOVERNMENTAL AGREEMENT TO PROVIDE ROAD RESURFACING**

THIS AGREEMENT, made and entered into this \_\_\_\_ 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

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: \_\_\_\_\_

[SEAL]

APPROVED AS TO FORM:

By: \_\_\_\_\_  
**BILL RILEY**  
**CITY ATTORNEY**

ATTEST:

**GWINNETT COUNTY, GEORGIA**

BY:

\_\_\_\_\_  
**DIANE KEMP**  
**COUNTY CLERK**

BY:

\_\_\_\_\_  
**CHARLOTTE J. NASH**  
**CHAIRMAN**  
GWINNETT COUNTY BOARD OF  
COMMISSIONERS  
75 LANGLEY DRIVE  
LAWRENCEVILLE, GEORGIA 30046

[SEAL]

DATE: \_\_\_\_\_

APPROVED AS TO FORM:

BY:

\_\_\_\_\_  
**VAN STEPHENS**  
**ACTING COUNTY ATTORNEY**  
GWINNETT COUNTY DEPARTMENT OF LAW  
75 LANGLEY DRIVE  
LAWRENCEVILLE, GEORGIA 30046

**"EXHIBIT A"**



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 \_\_\_ 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: \_\_\_\_\_

\_\_\_\_\_  
[SEAL]

APPROVED AS TO FORM:

By: \_\_\_\_\_  
BILL RILEY, CITY ATTORNEY

ATTEST:

**GWINNETT COUNTY, GEORGIA**

By: \_\_\_\_\_  
**DIANE KEMP**  
**COUNTY CLERK**

By: \_\_\_\_\_  
**CHARLOTTE J. NASH**  
**CHAIRMAN**  
GWINNETT COUNTY BOARD OF  
COMMISSIONERS  
75 LANGLEY DRIVE  
LAWRENCEVILLE, GEORGIA 30046

[SEAL]

DATE: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
**VAN STEPHENS**  
**ACTING COUNTY ATTORNEY**  
GWINNETT COUNTY DEPARTMENT OF LAW  
75 LANGLEY DRIVE  
LAWRENCEVILLE, GEORGIA 30046

# Exhibit A: WPCP Utility Responsibilities and Participating City Support

**Abbreviations:**

CES: Cooperative Extension Service  
 CMOM: Capacity, Management, Operations and Maintenance  
 CSWMP: Comprehensive Storm Water Management Program  
 DCA: Department of Community Affairs  
 DOT: Gwinnett Dept of Transportation  
 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 S&EC plan review and inspections, and development plan review and inspections.
3. This exhibit is incorporated by reference into the executed IGA.
4. Cities will retain their own permits and contract with Utility for WPCP programs within city limits.
5. Terms used below should be interpreted in terms of the relevant plan or mandate
6. Cities will amend & incorporate relevant sections of the county TMDL IPs and CSWMP into their own respective plans
7. Utility bills the property owner directly inside City and unincorporated County.
8. "Agreement" as used herein refers to the Inter-governmental agreement into which this exhibit is incorporated by reference.

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

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

Reference	Title	Program Description/Requirement	What the Utility will do in the city	Support the city must provide	Reporting Issues	Non-compliance consequence between County and City
		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
<b>Minimum Control Measure 2</b>						
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.
<b>Minimum Control Measure 3</b>						
MCM3 - 4.2.3	Illicit Discharge Detection and Elimination (IDDE)					

Reference	Title	Program Description/Requirement	What the Utility will do in the city	Support the city must provide	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.	City authorizes Utility to administer the Gwinnett County ordinance within city limits and enforce County Ordinance in County courts.	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 determine the attribute list, collect inventory, and develop a map which will meet the requirements of the City's Phase II MS4 NPDES Permit. The Utility will also create any schedules, taking into consideration the requirements of the Permit.	City will provide a single point of contact and provide all necessary data in a timely fashion, in order to allow for the Utility to maintain a full and complete digital map of the City's MS4.	Outfalls will be tagged with city codes to allow reporting within a city.	Underreporting of number of outfalls within city limits.
MCM3 - Table 4.2.3	IDDE Plan	Development and Implementation of the IDDE Plan	Utility will develop and implement an IDDE Plan that meets the requirements of the City's Phase II MS4 NPDES Permit. This plan may include field screening procedures, source tracing procedures, and discharge elimination procedures.	City will provide all necessary support for Utility to develop and implement the IDDE Plan.	None.	None.
MCM3 - Table 4.2.3	IDDE Education	Develop and implement IDDE education	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.	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.	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	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 provide a business license list upon request, in a form required by the Utility.	None.	None.
<b>Minimum Control Measure 4</b>						
MCM4 - 4.2.4	Construction Site Stormwater 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
<b>Minimum Control Measure 5</b>						
MCM5 - 4.2.5	Post-Construction Stormwater Management in New Development and Redevelopment					
MCM5 - Table 4.2.5	Post-Construction Ordinance	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 GSMM.	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 GSMM.	Utility will report inventory.	Utility will not be able to report inventory not provided.
MCM5 - Table 4.2.5	Post-Construction Stormwater Management Structure (WQ BMP) Inspection and Maintenance Program	Develop and implement a WQ BMP Inspection and Maintenance Program	Utility will develop and implement a WQ BMP inspection and maintenance program for stormwater management facilities. This will initially entail developing a City Maintenance Policy that supports the City's Phase II 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 agrees to provide structure inventory, history and design plans and other relevant documentation for each WQ BMP in form required by Utility upon request. City authorizes Utility staff to access City easements and ROW for inspections.	Utility will assign city codes to all inspections of WQ BMPs to allow tracking and reporting of records by the city.	Inspections and maintenance will not be completed.

Reference	Title	Program Description/Requirement	What the Utility will do in the city	Support the city must provide	Reporting Issues	Non-compliance consequence between County and City
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)	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 MS4 NPDES Permit.	City agrees to provide structure inventory, history and design plans and other relevant documentation in form required by Utility upon request. City authorizes Utility staff to access city easements and ROW for inspections and maintenance.	Inventory list will be expanded to include city BMPs as defined in the City's Phase II MS4 NPDES Permit. BMPs will be assigned city codes.	Inspection and maintenance would not be performed.

Reference	Title	Program Description/Requirement	What the Utility will do in the city	Support the city must provide	Reporting Issues	Non-compliance consequence between County and City
MCM5 - Table 4.2.5	Post Construction Stormwater Management Structure (WQ BMP) Inspection and Maintenance Program	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.
<b>Minimum Control Measure 6</b>						
MCM6 - 4.2.6	Pollution Prevention/Good Housekeeping for Municipal Operations					
	Update to MS4 areas	Annexations	Utility will report on city annexations.	City must advise of any annexations	No reporting if no response to request for information	Under reporting if city information not provided.
MCM6 - Table 4.2.6	MS4 Control Structure Inventory and Map	Develop and update an inventory and map of MS4 control structures.	Utility will determine attribute list, collect inventory, and develop a map which will meet the requirements of the City's Phase II MS4 NPDES Permit. The Utility will also create any schedules, taking into consideration the requirements of the Permit.	City will need to provide a single point of contact and will provide all necessary data to the Utility in a timely fashion, in order for the Utility to maintain a full and complete digital map of the City's MS4.	MS4 control structures will be mapped or assigned a city code to support tracking.	Structures not reported to the Utility will not be added to the inventory and map.
MCM6 - Table 4.2.6	MS4 Inspection Program	Develop and implement a MS4 Inspection Program	Utility will develop and implement a MS4 inspection program, and provide details in the SWMP, which will include a schedule for conducting inspections of the MS4 control structures and meet the requirements of the City's Phase II MS4 NPDES Permit.	City authorizes Utility personnel to access city easements and ROW for purposes of inspection.	Utility will report on behalf of the City.	None.

Reference	Title	Program Description/Requirement	What the Utility will do in the city	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 GSMM, 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.	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 agrees that for the purposes of utility management that the Utility Rock Program policy is the city's policy.	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.	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 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 MS4.	Nothing.	None.	None.
MCM6 - Table 4.2.6	New Flood Management Projects	Develop and implement procedures for assessing new Flood Management Projects for Water Quality Impacts	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 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.	Utility will report on City's behalf. City will provide all necessary data.	Under reporting of Construction and E&S enforcement.
4.4.2	Impaired Waters	Identify impaired waters along with the respective POC(s), along with all known MS4 outfalls discharging to these segments or occurring within one linear mile upstream of these segments. Review 305(b)/303(d) list annually to identify 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
	CSWMP Modifications	303(d) and TMDL Implementation	As necessary, Utility will implement, track and report on TMDL Implementation Plan management measures currently identified within plans and which are assigned to Gwinnett County. Utility will not implement, track or report on programs specific to a city and that do not have a reasonably similar companion program operated by the County. Where a reasonably similar program exists within a city, and in line with detail provided within Section III of this exhibit, Utility will undertake implementation, tracking and reporting on behalf of the city. Upon request by the city, Utility will assist city with TMDL implementation plan modification for the purpose of aligning city with Utility/County responsibilities.	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.	Utility cannot currently track and report on sanitary sewer management issues on a city by city basis.	See Section III below for details
5.1	Annual Report	Prepare annual report	Utility will prepare report to EPD on implementation actions completed by Utility. Prepared report will be provided to city prior to submittal to EPD.	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.	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
	Metropolitan North Georgia Water Planning District	Implement aspects of the District-Wide Watershed Management Plan	Utility will implement on behalf of the city to the extent described in Section II of this exhibit.	City agrees to provide support as noted within Section II of this exhibit.	None.	None
	Participate in Regional Public Education Program	Participate in the Clean Water Campaign public education program	Utility will attend meetings on behalf of cities and integrate appropriate aspects of the CWC into local programs.	Nothing	None.	None.
	Monitoring and Reporting Requirements	Complete all monitoring as described in the Stormwater Management Program	Utility will complete monitoring as described throughout this exhibit.	City agrees to provide support as described throughout this exhibit.	None.	None.

## Section II. MNGWPD Watershed Management Plan

Section 5.A.1	POST-DEVELOPMENT STORMWATER MANAGEMENT ORDINANCE & STORMWATER MANAGEMENT DESIGN CRITERIA AND STANDARDS					
1		Adopt Ordinance	Nothing	City will develop and adopt a post-construction ordinance that includes the adoption of the Utility's Stormwater Design manual, which is equivalent to the GSMM. The Stormwater Design Manual must meet the requirements of the city's Phase II MS4 Permit.	Reporting on this item is solely the responsibility of the city. Appropriate information must be provided to the Utility in a timely fashion for inclusion in the Phase II MS4 Annual Report.	None.
2		Adopt Stormwater Management Technical Standards and Design Criteria	Nothing.	City will develop and adopt a post-construction ordinance that includes the adoption of the Utility's Stormwater Design manual, which is equivalent to the GSMM. The Stormwater Design Manual must meet the requirements of the city's Phase II MS4 Permit.	Reporting on this item is solely the responsibility of the city. Appropriate information must be provided to the Utility in a timely fashion for inclusion in the Phase II MS4 Annual Report.	None.

Reference	Title	Program Description/Requirement	What the Utility will do in the city	Support the city must provide	Reporting Issues	Non-compliance consequence between County and City
3		Revise Development Site Plan Review Process and Procedures	Nothing	City will develop and implement procedures for ensuring site plan reviews are conducted by the appropriate authority.	Reporting on this item is solely the responsibility of the city. Appropriate information must be provided to the Utility in a timely fashion for inclusion in the Phase II MS4 Annual Report.	None.
4		Implement Construction Inspection program	Nothing	City will develop and implement construction site inspection procedures to ensure that structural and non-structural BMPs at construction sites are properly designed and maintained, and that construction site waste is properly controlled.	Reporting on this item is solely the responsibility of the city. Appropriate information must be provided to the Utility in a timely fashion for inclusion in the Phase II MS4 Annual Report.	None.
5		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 Publically 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 MNGWPD audits.	Potential compliance issues during MNGWPD 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.	ILLICIT DISCHARGE AND ILLEGAL CONNECTION ORDINANCE and ILLICIT DISCHARGE DETECTION AND ELIMINATION PROGRAM					
1		Adopt Ordinance	Utility will administer and enforce the County IDIC ordinance on behalf of the City.	City authorizes Utility to administer the Gwinnett County ordinance within city limits and enforce County ordinance in County courts.	None.	Cease any enforcement of ordinance in city

Reference	Title	Program Description/Requirement	What the Utility will do in the city	Support the city must provide	Reporting Issues	Non-compliance consequence between County and City
2		Develop enforcement processes and procedures	Utility will implement enforcement actions in accordance with procedures established in the Enforcement Response Plan, which must closely align with the county's CSWMP.	City authorizes Utility to administer and enforce the County IDIC ordinance within city limits.	None.	Cease enforcement actions under ordinance on behalf of city.
3		Develop a local IDDE program	Utility will develop an IDDE program that allows for investigation of complaints in accordance with procedures established within the county's CSWMP, and follows the City's Phase II MS4 NPDES Permit. County will respond to complaints on a countywide "first come - first serve" basis.	City will provide all necessary support to Utility in order to allow for timely investigations of IDDE complaints and enforcement actions. City authorizes Utility investigators to access city easements and ROW for investigations.	Utility will assign city codes to all complaints to 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					
1		Adopt Ordinance	Nothing	Nothing	None.	None.
2		Develop enforcement process and procedures	Nothing	Nothing	None.	None.
Section 5.B.1.	COMPREHENSIVE LAND USE PLANNING					
		Review existing local Comprehensive Land Use Plan	Nothing	Nothing	None	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	None	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
1		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.	GREENSPACE AND GREEN INFRASTRUCTURE TOOLS FOR WATERSHED PROTECTION					
1		Implementation of greenspace/green infrastructure option for watershed protection	Nothing	Nothing	None	None
Section 5.C.1.	INTEGRATED DEVELOPMENT REVIEW PROCESS					
1		Develop a site development plan review process	Nothing	Nothing	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					
1		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 MS4 Annual Report.	None
2		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 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
Section 5.D.1.	STORMWATER INFRASTRUCTURE INVENTORY					
1		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
2		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.
3		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.
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.	Utility will report any policy modifications to EPD on city's behalf	Inspection and maintenance will not be completed
Section 5.D.3.	STORMWATER SYSTEM INSPECTIONS					

Reference	Title	Program Description/Requirement	What the Utility will do in the city	Support the city must provide	Reporting Issues	Non-compliance consequence between County and City
1		Develop a local stormwater infrastructure inspection program	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
2		Implement Inspections in Accordance with Established Program	Same as line item above.	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	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.	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 GSMM, will be accepted by Utility and maintained as part of the MS4 maintenance program.	Utility will track and report Work Orders by city code assigned to each job. Facility Id's of structures may also be tracked.	Inspection and maintenance will not be completed

Reference	Title	Program Description/Requirement	What the Utility will do in the city	Support the city must provide	Reporting Issues	Non-compliance consequence between County and City
2		Perform maintenance activities based on program	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.	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 GSMM, will be accepted by Utility and maintained as part of the MS4 maintenance program.	Utility will track and report Work Orders by city code assigned to each job. Facility Id's of structures may also be tracked.	Inspection and maintenance will not be completed
Section S.D.5.	CAPITAL IMPROVEMENT PLAN					
1		Develop List of Capital Improvement Projects (CIPs)	Utility will develop a list of CIP's based on proactive inspections of the MS4 system.	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.	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 .
2		Prioritize List	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.	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 .

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			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.	POLLUTION PREVENTION / GOOD HOUSEKEEPING FOR LOCAL OPERATIONS					
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.
2		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.
3		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.
Section 5.F.1.	LONG-TERM AMBIENT TREND MONITORING					

Reference	Title	Program Description/Requirement	What the Utility will do in the city	Support the city must provide	Reporting Issues	Non-compliance consequence between County and City
1		Evaluate long-term monitoring stations	Utility will compare the number of existing long-term trend monitoring stations within the county to the required number in the MNGWPD Watershed Plan. If any new locations are required the Utility will either add the additional stations or negotiate with the non-Utility cities within Gwinnett County, on behalf of the city.	City agrees to provide access to city land, structures, easements or ROW's within the city to allow installation of future monitoring stations	None	Monitoring stations may not be located in city limits.
2		Collect and analyze collected data	Utility will collect data based on the MNGWPD long-term ambient monitoring plan and analyze it on a periodic basis. If the city has any additional monitoring data it must be submitted to the Utility on an annual basis, or when requested, and in the form requested.	Nothing.	Utility will complete on behalf of city.	None
3		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
Section 5.F.2.	HABITAT AND BIOLOGICAL MONITORING					
1		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.G.1.	LOCAL EDUCATION AND PUBLIC AWARENESS 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		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.
<b>5.H.2 TOTAL MAXIMUM DAILY LOAD (TMDL) MANAGEMENT</b>						
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.
<b>5.H.1: Source Water Supply Watershed Protection Tasks</b>						
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
1		Identify substantially-impacted watersheds	Inventory will be completed by Utility.	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.
2		Prioritize watersheds	Prioritization will be completed by Utility.	Nothing.	None	None
3		Develop a local schedule	Schedules will be completed by Utility.	Nothing.	None	None
4		Prepare WIP plans	WIP plans will be completed by Utility.	Nothing.	None	None
5		Incorporate WIPs into CIP list	Utility will incorporate WIPs into CIP list and implement plans without regard to city county boundaries. Prioritization of projects will be based on ease of land access, magnitude of expected watershed benefit and budgetary constraints.	City agrees to provide access to city land, ROW's and easements in support of WIP projects. City will provide assistance with any needed authorities which would otherwise be available to the Utility in unincorporated areas so as to support the implementation of WIPs that fall wholly or partially within city boundaries.	None.	Potential delays on implementation of watershed improvement plans within city limits.
6		Re-evaluate program	Re-evaluation of WIP program will be completed by Utility.	Nothing.	None	None

### Section III. TMDL Implementation Plans

Reference	Title	Program Description/Requirement	What the Utility will do in the city	Support the city must provide	Reporting Issues	Non-compliance consequence between County and City
TMDL IP	TMDL IP	Plan modification and alignment	Nothing	Where the County provides a service on behalf of a City, the City agrees to accept modification of the TMDL IP so that city responsibilities are consistent with the County's.	Utility will not report on TMDL IP components inconsistent with County responsibilities identified within the TMDL IP.	Utility will not report on or implement TMDL IP components inconsistent with County responsibilities identified within the TMDL IP.
TMDL IP: Section II	General Information about the Watershed					
		Describe the watershed including characteristics such as size, location, jurisdictions, physical features that could influence water quality, land use and other relevant details	Utility will identify and include this information in the plans	Nothing	None	None.
TMDL IP: Section III	Sources and Causes of Stream Segment Impairment listed in TMDLs					
		Include information from relevant TMDL, including impaired parameters, violated water quality standards, source and cause of impairment and needed reduction.	Utility will identify and include this information in the plans	Nothing	None	None.
TMDL IP: Section IV	Identification and ranking of potential sources or causes of impairment					
		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
		Estimate the extent and magnitude of contribution of each source to the impaired stream	Utility will record this information.	Nothing	None	None.
TMDL IP: Section V	Stakeholders					
		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	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
		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					
		Stenciling Program	Utility will act as agent of city and interface with city residents to provide access to Utility stenciling program. All materials will be provided by Utility. Tracking of implementation will also be completed by Utility.	Advertise program and refer interested parties to Utility.	Stenciling will be reported on a city by city basis.	Decreased effectiveness of program
		Utility Bill Newsletter	Utility will create, print and distribute utility bill newsletter to county water and sewer customers only.	Cities that provide their own sanitary sewer service and water service will need to advise the number of inserts they require and will be provided with this amount for distribution to their customers.	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.
		Pet Waste Brochure	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.

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
		Watershed festival	Festivals are completed periodically. Utility will offer festival access to city residents. All materials will be provided by Utility. Tracking of implementation will also be completed by Utility.	Advertise program and refer interested parties to Utility.	None	Decreased effectiveness of program
		Clean Water Campaign	Utility will attend meetings on behalf of cities and integrate appropriate aspects of the CWC into local programs.	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
TMDL IP: Section IX	Milestones/Measures of Progress: DMPs and Outreach	Track and report progress on management measure implementation	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
<b>Section IV. POTW NPDES Permits and Watershed Protection Plan</b>						
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
		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 2.0	Improving Affected Areas					
		Identify and prioritize affected watersheds for Watershed Improvement Plan Development	Utility will identify and prioritize Watershed Improvement Plan development throughout the county.	Nothing	None	None
		Watershed Improvement Plan Implementation	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.	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	No WIP implementation.
Section 3.0	Related Activities to Improve Watershed Protection					
		Provide a status update on watershed protection ideas suggested by the Citizens Advisory Group (CAG) established during the development of the WPP	Utility will request city specific information on city implementation actions as they relate to the items identified by the CAG	Respond to request for information made by Utility	Cities will need to address each identified action by providing details of programs or justification for rejection of each idea.	None.
Section 4.0	Long term trend 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
		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

AN ORDINANCE TO AMEND CHAPTER 6 (“ALCOHOLIC BEVERAGES”) OF THE CODE OF THE CITY OF PEACHTREE CORNERS, GEORGIA, IN ORDER TO AMEND SEC. 6-42 TO ALLOW INDIVIDUALS TO BRING IN THEIR OWN ALCOHOLIC BEVERAGES TO CERTAIN TYPES OF RETAIL ESTABLISHMENTS SUBJECT TO RESTRICTIONS AND LIMITATIONS; TO ALLOW CERTAIN NON-DINING BUSINESS ESTABLISHMENTS TO ACCOMMODATE THE CONSUMPTION OF WINE AND MALT BEVERAGES ON THEIR PREMISES; AND FOR OTHER PURPOSES.

WHEREAS, the Mayor and Council of the City of Peachtree Corners are charged with the protection of the public health, safety, and welfare of the citizens of Peachtree Corners; and

WHEREAS, Chapter 6 (“Alcoholic Beverages”) of The Code of the City of Peachtree Corners, Georgia, currently does not accommodate individuals who want to bring their own unopened bottle of wine or malt beverage into a dining establishment; and

WHEREAS, Chapter 6 of The Code of the City of Peachtree Corners, Georgia, currently prevents retail establishments that don’t serve food from allowing the consumption of wine or malt beverages on their premises; and

WHEREAS, the Mayor and Council desire to allow individuals to bring their own unopened bottle of wine or malt beverage into dining establishments that have a policy permitting this; and

WHEREAS, the Mayor and Council further desire to allow the consumption of wine and malt beverages on the premises of certain types of businesses that are not dining establishments;

NOW THEREFORE, the Council of the City of Peachtree Corners hereby ordains, as follows:

**Section 42: Chapter 6 (“Alcoholic Beverages”) of The Code of the City of Peachtree Corners, Georgia, is hereby amended by adding the following:**

It is prohibited for any person to bring his own alcoholic beverage into any business establishment without regard to whether such establishment is licensed to serve alcoholic beverages except as follows:

- (1) Any person dining at a business establishment licensed to sell wine and/or malt beverage for consumption on the premises may bring an unopened bottle of wine and/or malt beverage into said establishment for consumption if the establishment has a policy permitting same.

(2) Any person who is a patron of a theater, art gallery, book store, hair salon, nail salon, spa, florist, live music or comedy venue may bring an unopened bottle of wine and/or malt beverage into the establishment for consumption on the premises, provided: (a) the owners or their agents have a policy permitting a patron to bring an unopened bottle of wine and/or malt beverage into the business establishment for consumption on the premises, (b) the establishment is licensed as required hereinafter and; (c) the business establishment does not meet the requirements for an alcoholic beverage license as described in Article II of this chapter.

(3) Any wine or malt beverage not consumed at a business establishment, as described in subsections (1) and (2) of this section, shall be disposed of at the premises and not carried out in an open container, except that the business establishment may be able to reseal and repack the opened bottle of wine as required by O.C.G.A. § 3-6-4.

(4) A business establishment, as described in subsection (2), shall be required to be licensed by the city and meet all application requirements and be governed by the ordinance provisions as set forth in section 9 of this chapter. Further, no business establishment so licensed shall have any employee under the age of 18 working in the establishment, and the business establishment shall have an established closing time no later than 10:00 p.m. The fee for a business establishment to permit wine and/or malt beverage to be brought into the establishment, as described in subsection (2), shall be in an amount as set by resolution of the city council, which amount shall remain in effect until modified or amended by subsequent resolution adopted by the city council.

(5) All applicable state laws and city ordinances which address the use and serving of alcoholic beverages shall apply to this section.

(6) For purposes of this section, the term business establishment shall not include a private hotel room or other similar guestroom or a private club.

**Section 2:** *Repeal of Conflicting Provisions.* All ordinances, parts of ordinances, or regulations in conflict herewith are repealed.

**Section 3:** *Severability.* Should any court of competent jurisdiction declare any section of this Ordinance invalid or unconstitutional, such declaration shall not affect the validity of the Ordinance as a whole or any part thereof, which is not specifically declared to be invalid or unconstitutional.

**Section 4:** The provisions of this Ordinance shall become and be made a part of The Code of the City of Peachtree Corners, Georgia, and the sections of this Ordinance may be renumbered to accomplish such intention.

SO ORDAINED AND EFFECTIVE, this the \_\_\_ day of \_\_\_\_\_, 2014.

APPROVED:

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Mike Mason, Mayor

ATTEST:

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Kym Chereck, City Clerk

(Seal)

## **Kym Chereck**

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**From:** gary smith <georgiaelections@gmail.com>  
**Sent:** Thursday, December 12, 2013 2:20 PM  
**To:** Kym Chereck  
**Cc:** Julian Jackson; briley@rileymclendon.com  
**Subject:** Peachtree Corners Special Election  
**Attachments:** Polling Place Requirements for Special Election 12-12-2013-1.docx

It is anticipated that Peachtree Corners will be required to hold a special election for a liquor referendum that will correspond to the same day as the 2014 Georgia General Primary. This date is expected to be May 20, 2014.

I have attached a summary of the issues, we have discussed with regard to polling locations for your municipal election. The major issue that must be addressed soon is to decide where and how many locations will be selected. This information must then be communicated to the Gwinnett County Elections office, as they must issue new voter registration cards to the Peachtree Corners voters.

If you have any questions, please contact me.

--  
*Gary J. Smith*  
*Certified Election & Registration Manager*  
[GeorgiaElections@gmail.com](mailto:GeorgiaElections@gmail.com)  
706.344.9480 (direct)  
[www.linkedin.com/georgia.elections](http://www.linkedin.com/georgia.elections)