



SERVICE DELIVERY STRATEGY

**FORM 1**

COUNTY: GWINNETT COUNTY

**I. GENERAL INSTRUCTIONS:**

1. FORM 1 is required for **ALL** SDS submittals. Only one set of these forms should be submitted per county. The completed forms shall clearly present the collective agreement reached by all cities and counties that were party to the service delivery strategy.
2. List each local government and/or authority that provides services included in the service delivery strategy in Section II below.
3. List all services provided or primarily funded by each general purpose local government and/or authority within the county that are continuing *without change* in Section III, below. (It is acceptable to break a service into separate components if this will facilitate description of the service delivery strategy.)

<p><b>OPTION A</b> <i>Revising or Adding to the SDS</i></p>	<p><b>OPTION B</b> <i>Extending the Existing SDS</i></p>
<ol style="list-style-type: none"> <li>4. List all services provided or primarily funded by each general purpose local government and authority within the county which are revised or added to the SDS in Section IV, below. (It is acceptable to break a service into separate components if this will facilitate description of the service delivery strategy.)</li> <li>5. For <b>each</b> service or service component listed in Section IV, complete a separate, updated <i>Summary of Service Delivery Arrangements</i> form (FORM 2).</li> <li>6. Complete one copy of the <i>Certifications</i> form (FORM 4) and have it signed by the authorized representatives of participating local governments. [Please note that DCA cannot validate the strategy unless it is signed by the local governments required by law (see Instructions, FORM 4).]</li> </ol>	<ol style="list-style-type: none"> <li>4. In Section IV type, "NONE."</li> <li>5. Complete one copy of the <i>Certifications for Extension of Existing SDS</i> form (FORM 5) and have it signed by the authorized representatives of the participating local governments. [Please note that DCA cannot validate the strategy unless it is signed by the local governments required by law (see Instructions, FORM 5).]</li> <li>6. Proceed to step 7, below.</li> </ol> <div data-bbox="841 1178 1544 1413" style="background-color: #000080; color: white; padding: 10px; margin-top: 10px;"> <p><b>For answers to most frequently asked questions on Georgia's Service Delivery Act, links and helpful publications, visit DCA's website at <a href="http://www.dca.ga.gov/development/PlanningQualityGrowth/programs/servicedelivery.asp">http://www.dca.ga.gov/development/PlanningQualityGrowth/programs/servicedelivery.asp</a>, or call the Office of Planning and Quality Growth at (404) 679-5279.</b></p> </div>

7. If any of the conditions described in the existing *Summary of Land Use Agreements* form (FORM 3) have changed or if it has been ten (10) or more years since the most recent FORM 3 was filed, update and include FORM 3 with the submittal.
8. Provide the completed forms and any attachments to your regional commission. The regional commission will upload digital copies of the SDS documents to the Department's password-protected web-server.

**NOTE: ANY FUTURE CHANGES TO THE SERVICE DELIVERY ARRANGEMENTS DESCRIBED ON THESE FORMS WILL REQUIRE AN UPDATE OF THE SERVICE DELIVERY STRATEGY AND SUBMITTAL OF REVISED FORMS AND ATTACHMENTS TO THE GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS UNDER THE "OPTION A" PROCESS DESCRIBED, ABOVE.**

## II. LOCAL GOVERNMENTS INCLUDED IN THE SERVICE DELIVERY STRATEGY:

In this section, list all local governments (including cities located partially within the county) and authorities that provide services included in the service delivery strategy.

Auburn  
Berkeley Lake  
Braselton  
Buford  
Dacula  
Duluth  
Grayson  
Gwinnett County  
Lilburn  
Loganville  
Lawrenceville  
Norcross  
Peachtree Corners  
Rest Haven  
Snellville  
Sugar Hill  
Suwanee

## III. SERVICES INCLUDED IN THE EXISTING SERVICE DELIVERY STRATEGY THAT ARE BEING EXTENDED WITHOUT CHANGE:

In this section, list each service or service component already included in the existing SDS which will continue as previously agreed with no need for modification.

800 MHz radio  
Animal Welfare & Enforcement  
Chemical/ Biological Hazard Disposal  
Clerk of the Commission  
Comprehensive Long-Range Planning  
Correctional Institute: Inmate Labor  
Corrections  
Courts/Indigent Defense: Municipal  
Courts/Indigent Defense: State & County  
Economic Development  
Elections: Federal, State, and Local  
Graffiti Removal  
Homeland Security/Emergency Management  
Inmate Housing & Medical Care  
Libraries  
Loganville Fire  
Parks and Recreation: County  
Parks and Recreation: Municipal  
Probation  
Solicitor General, Other than Records Court  
Solid Waste Collection  
Transit  
Voter Registration

## IV. SERVICES THAT ARE BEING REVISED OR ADDED IN THIS SUBMITTAL:

In this section, list each new service or new service component which is being added and each service or service component which is being revised in this submittal. For each item listed here, a separate Summary of Service Delivery Arrangements form (FORM 2) must be completed.

911 Emergency Call Services  
Community Services - Senior Services  
Development and Enforcement  
Elections - Municipal  
Fire and Emergency Medical Services  
Loganville Emergency Medical Services  
Police Services  
Re-use Water  
Sewer  
Storm Water  
Tax and Service Billing and Collection  
Traffic Management and Signal Maintenance  
Transportation - Roads  
Water



**SERVICE DELIVERY STRATEGY**

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

**Make copies of this form and complete one for each service listed on FORM 1, Section IV.** Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

**COUNTY: GWINNETT COUNTY**

**Service: 911 Emergency Call Services**

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.)  Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Gwinnett County**
- b.)  Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- c.)  One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):
- d.)  One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):
- e.)  Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

- Yes** (if "Yes," you must attach additional documentation as described, below)
- No**

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

## SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<b>Local Government or Authority</b>	<b>Funding Method</b>
Gwinnett County	User fees within the County's Special Revenue Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

The service delivery strategy for 911 Services is being modified to reflect that the County and the Cities have entered into a new Intergovernmental Agreement to Provide 911 Services to enter into a new 30 year agreement and amend revenue allocation, and certain other terms to better serve the citizens of Gwinnett County and the Cities

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<b>Agreement Name</b>	<b>Contracting Parties</b>	<b>Effective and Ending Dates</b>
Intergovernmental Agreement for 911 Services	Gwinnett County and all municipalities with the County	2/26/2020 - 2/6/2052

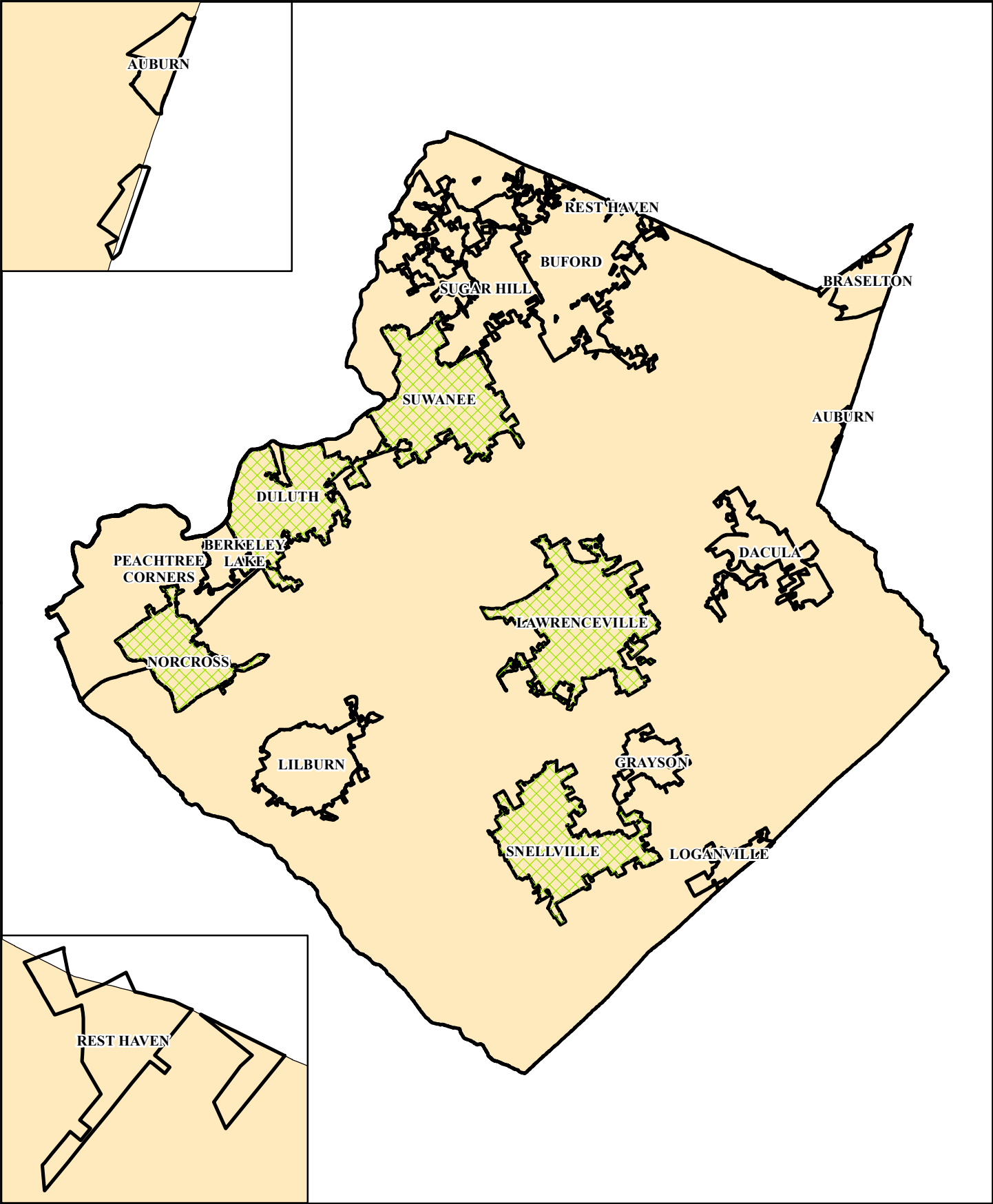
6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

No additional implementation mechanisms have been identified other than those noted above.

7. Person completing form: **Theresa A. Cox, Deputy County Attorney**  
 Phone number: **770.822.8707**      Date completed: 02/27/2020

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy?  Yes  No

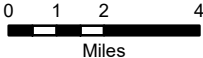
If not, provide designated contact person(s) and phone number(s) below:



- 911 Emergency Call Services provided by Gwinnett County
- Municipal Dispatch Services
- County Boundary

### 911 Emergency Call Service

2020



Gwinnett



SERVICE DELIVERY STRATEGY

**FORM 2: Summary of Service Delivery Arrangements**

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**COUNTY: GWINNETT COUNTY**

**Service: *Community Services - Senior Services***

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.)  Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
  
- b.)  Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
  
- c.)  One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):
  
- d.)  One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):
  
- e.)  Other (If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide service within each service area.): **Duluth, Grayson, Gwinnett County, Snellville, Sugar Hill**

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

**Yes** (if "Yes," you must attach additional documentation as described, below)

**No**

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
Duluth	General Funds
Gwinnett County	General Funds, countywide revenues, grants
Grayson	General Funds
Snellville	General Funds
Sugar Hill	General Funds

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

The service delivery strategy for senior services remains consistent with the previous service delivery strategy for senior services with the addition of City of Grayson also providing senior services.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
MOU - Senior Services	Gwinnett County and City of Grayson	4/15/2019 - annually renews
MOU - Senior Services	Gwinnett County and City of Snellville	3/25/2019 - annually renews

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

No additional implementation mechanisms have been identified other than those noted above.

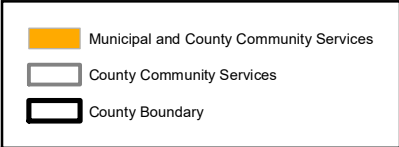
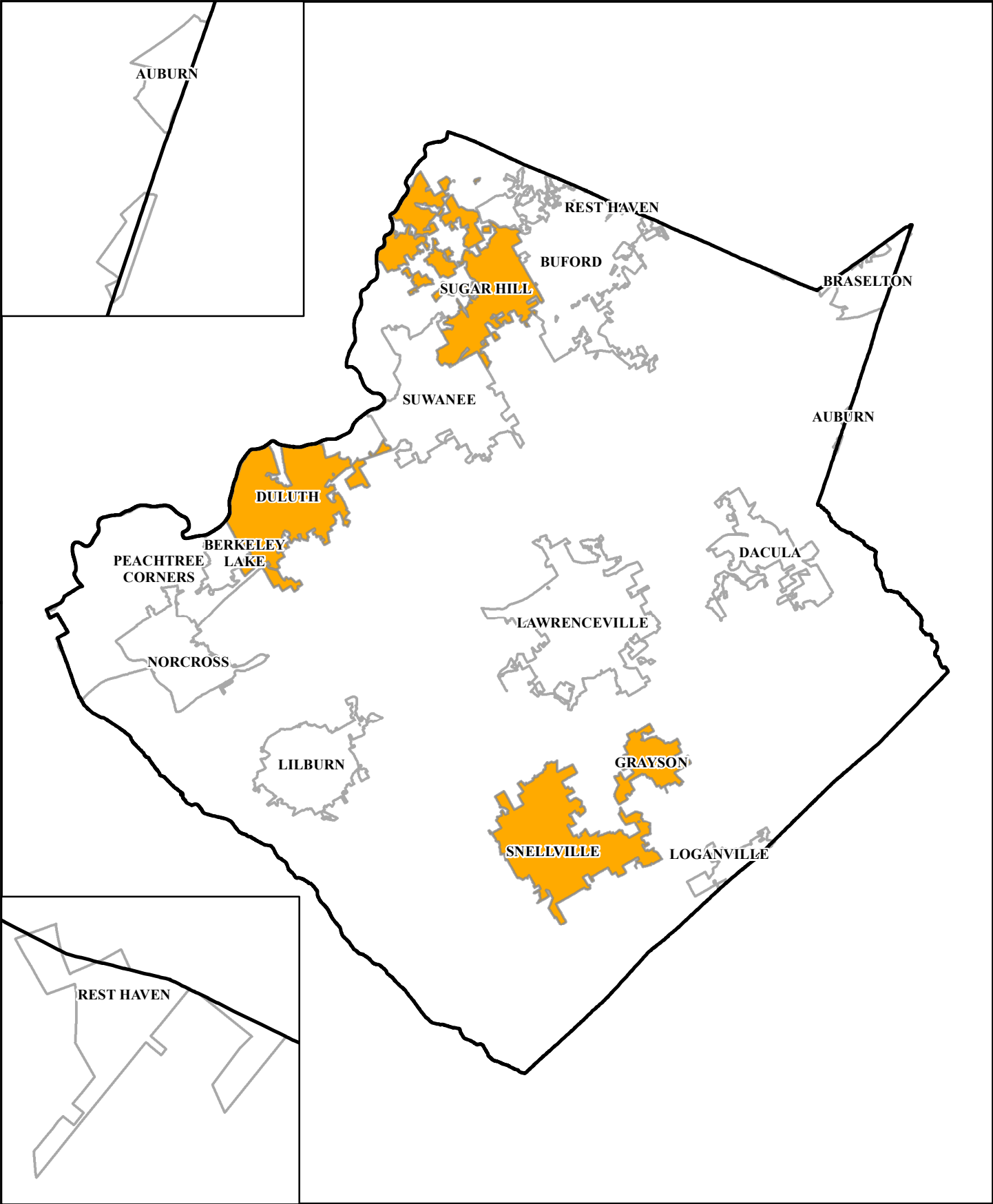
As further explanation for question 2 above, the overlapping service areas are beneficial to the affected residents and do not reflect any unnecessary intergovernmental competition as each service provider offers its own programming. This overlapping arrangement creates higher levels of service for all residents utilizing the service. As such, these communities intend to continue this arrangement.

7. Person completing form: **Theresa A. Cox, Deputy County Attorney**  
 Phone number: **770.822.8707**      Date completed: 02/27/2020

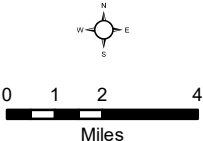
8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy?  Yes  No

If not, provide designated contact person(s) and phone number(s) below:





**Senior Services  
2020**





SERVICE DELIVERY STRATEGY

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**COUNTY: GWINNETT COUNTY**

**Service: *Development and Enforcement***

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.)  Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
  
- b.)  Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
  
- c.)  One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):
  
- d.)  One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Auburn, Berkeley Lake, Braselton, Buford, Dacula, Duluth, Grayson, Gwinnett County, Lawrenceville, Lilburn, Loganville, Norcross, Peachtree Corners, Rest Haven, Snellville, Sugar Hill, Suwanee**
  
- e.)  Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

**Yes** (if "Yes," you must attach additional documentation as described, below)

**No**

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<b>Local Government or Authority</b>	<b>Funding Method</b>
Auburn, Berkeley Lake, Braselton,	Municipal revenues, user fees
Buford, Dacula, Duluth, Rest Haven	Municipal revenues, user fees
Lawrenceville, Norcross, Loganville	Municipal revenues, user fees
Lilburn, Peachtree Corners, Grayson	Municipal revenues, user fees
Snellville, Sugar Hill, Suwanee	Municipal revenues, user fees
Gwinnett County	Development and Enforcement District Revenues, user fees

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

The service delivery strategy for Development and Enforcement Services remains consistent with the previous service delivery strategy for Development and Enforcement Services. The service is being updated to reflect that the County adopted a Resolution Modifying and Continuing a Special Service District for Development and Enforcement Services to amend certain terms to better serve the citizens of unincorporated Gwinnett County.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<b>Agreement Name</b>	<b>Contracting Parties</b>	<b>Effective and Ending Dates</b>
Resolution Modifying and	Gwinnett County	2/26/2020, ongoing until
Continuing a Special Service		terminated
Distirct for Development and		
Enforcement Services		

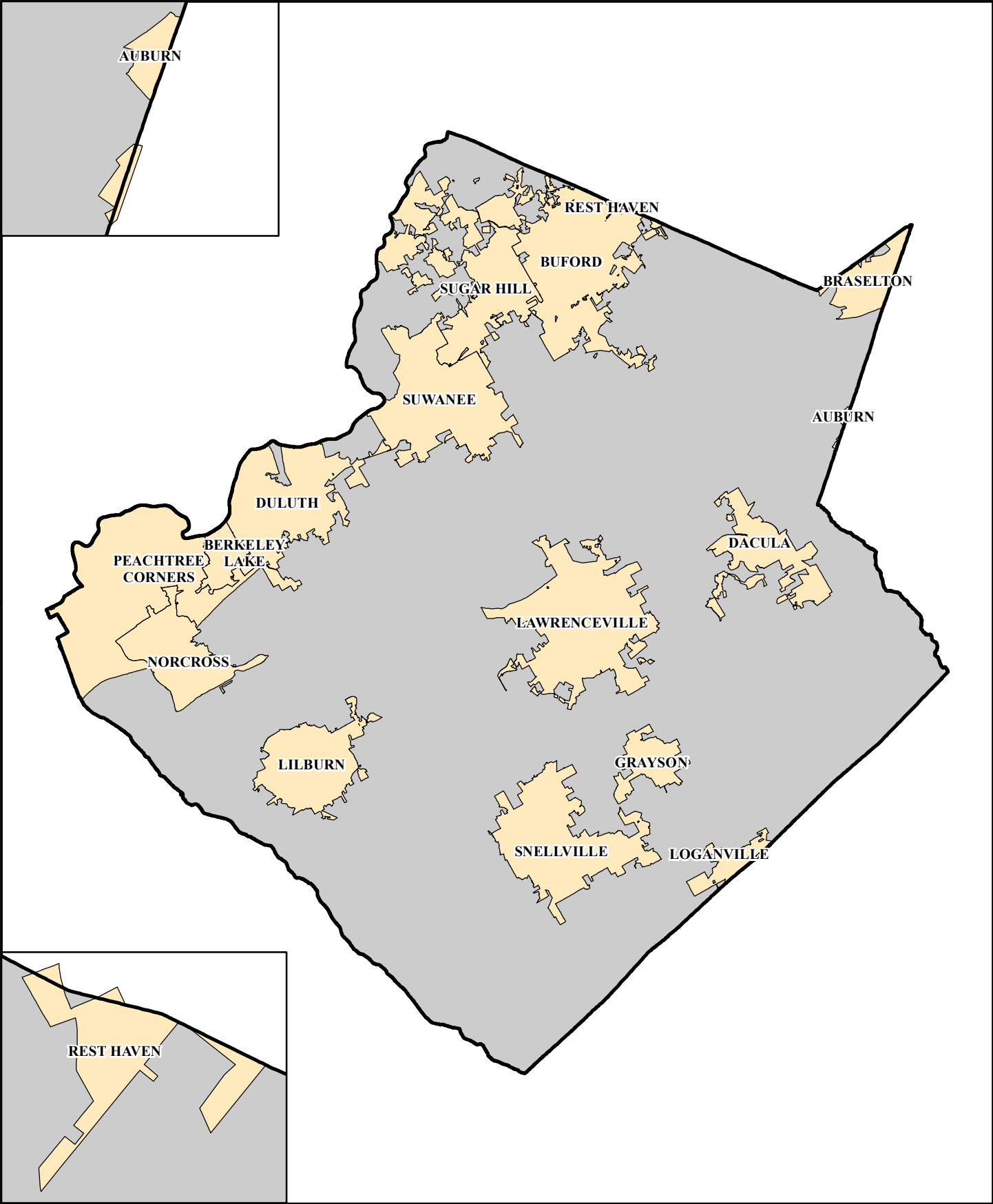
6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

No additional implementation mechanisms have been identified other than those noted above.

7. Person completing form: **Theresa A. Cox, Deputy County Attorney**  
 Phone number: **770.822.8707**      Date completed: 02/27/2020

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy?  Yes  No

If not, provide designated contact person(s) and phone number(s) below:



- County Development & Enforcement
- City Development & Enforcement
- County Boundary

**Development & Enforcement**

2020





SERVICE DELIVERY STRATEGY

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**COUNTY: GWINNETT COUNTY**

**Service: *Elections - Municipal***

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.)  Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
  
- b.)  Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
  
- c.)  One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **Auburn, Berkeley Lake, Braselton, Buford, Dacula, Duluth, Grayson, Lawrenceville, Lilburn, Loganville, Norcross, Peachtree Corners, Rest Haven, Snellville, Sugar Hill, Suwanee**)
  
- d.)  One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):
  
- e.)  Other (If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

**Yes** (if "Yes," you must attach additional documentation as described, below)

**No**

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
Auburn, Berkeley Lake, Braselton	General Fund, grants
Buford, Dacula, Duluth, Grayson	General Fund, grants
Lawrenceville, Lilburn, Loganville	General Fund, grants
Norcross, Peachtree Corners	General Fund, grants
Rest Haven, Snellville, Sugar Hill	General Fund, grants
Suwanee	General Fund, grants

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

The service delivery strategy for municipal elections remains consistent with the previous service delivery strategy for municipal elections with each municipality currently administering its own municipal elections. The service is being modified to reflect that the municipalities may enter into intergovernmental agreements with other local governments to provide election services. Such agreements will take effect upon their adoption by the affected parties without impact on this Service Delivery Strategy Agreement.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>

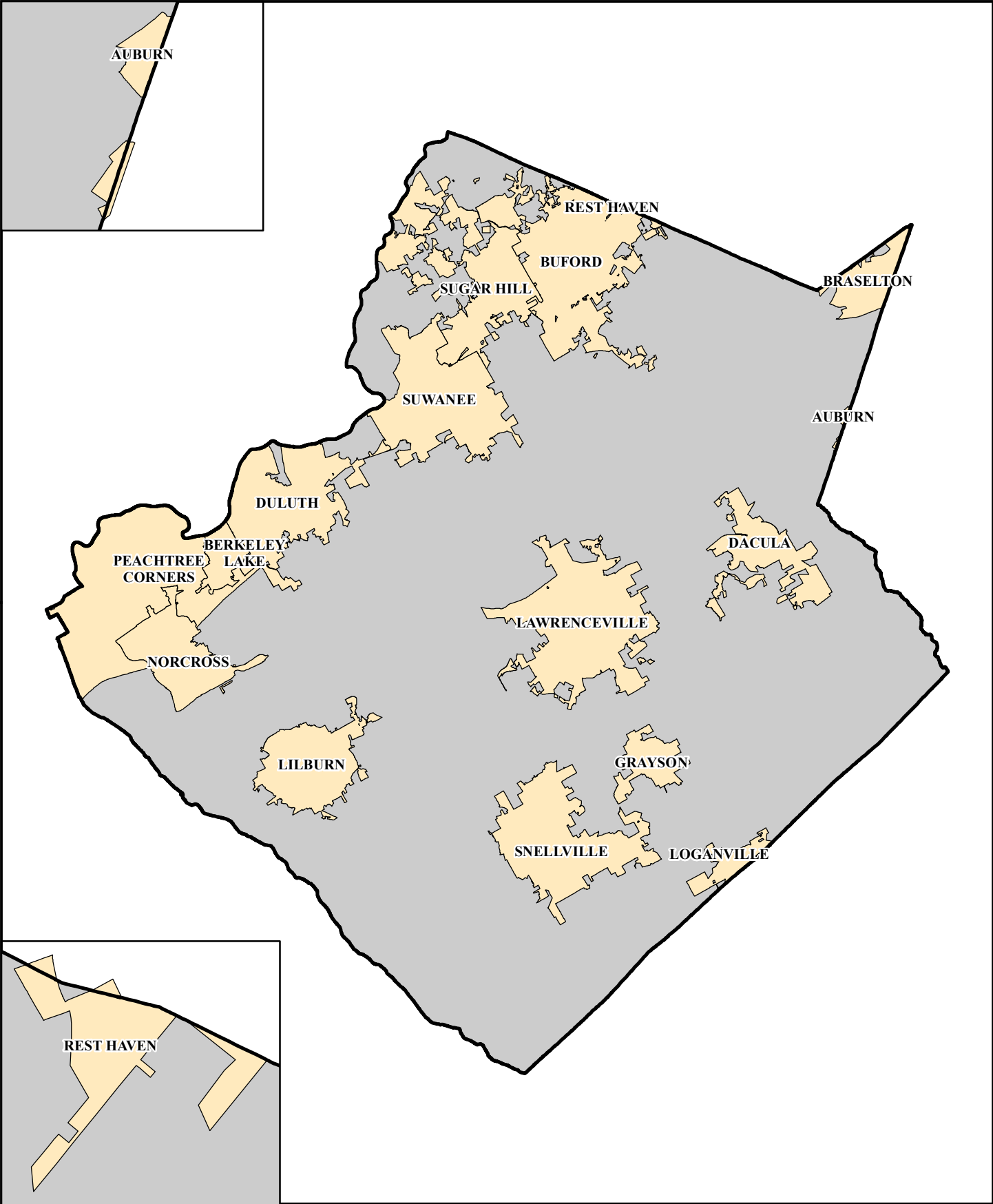
6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

No additional implementation mechanisms have been identified other than those noted above.

7. Person completing form: **Theresa A. Cox, Deputy County Attorney**  
 Phone number: **770.822.8707**      Date completed: 02/27/2020

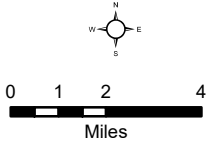
8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy?  Yes  No

If not, provide designated contact person(s) and phone number(s) below:



- County manages county, state & federal elections
- City manages municipal elections
- County Boundary

## Elections 2020





SERVICE DELIVERY STRATEGY

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**COUNTY: GWINNETT COUNTY**

**Service: *Fire and Emergency Medical Services***

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.)  Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
  
- b.)  Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
  
- c.)  One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):
  
- d.)  One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):
  
- e.)  Other (If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide service within each service area.):  
**Gwinnett County**

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

**Yes** (if "Yes," you must attach additional documentation as described, below)

**No**

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.



SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<b>Local Government or Authority</b>	<b>Funding Method</b>
Gwinnett County	Fire and EMS District Revenues, SPLOST, User fees

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

The service delivery strategy for Fire and Emergency Medical Services remains consistent with the previous service delivery strategy for Fire and Emergency Medical Services. The service is being modified to reflect that the County and the Cities within County's Fire and EMS Service District entered into a new Joint Resolution Modifying and Continuing a Special District for Fire and Emergency Medical Services and a new Intergovernmental Agreement to Provide Fire and Emergency Medical Services within a Fire and EMS Service District to enter into a new 30 year agreement and amend certain terms to better serve the citizens of Gwinnett County and the Cities within the County's Fire and EMS District..

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<b>Agreement Name</b>	<b>Contracting Parties</b>	<b>Effective and Ending Dates</b>
Joint Resolution Modifying and Continuing a Special District for Fire and EMS	Gwinnett County and all municipalities within the County except the City of Loganville	2/26/2020 - ongoing until terminated
Intergovernmental Agreement to Provide Fire and EMS within a Fire and EMS District	Gwinnett County and all municipalities with the County except the City of Loganville	2/26/2020 - 2/25/2050

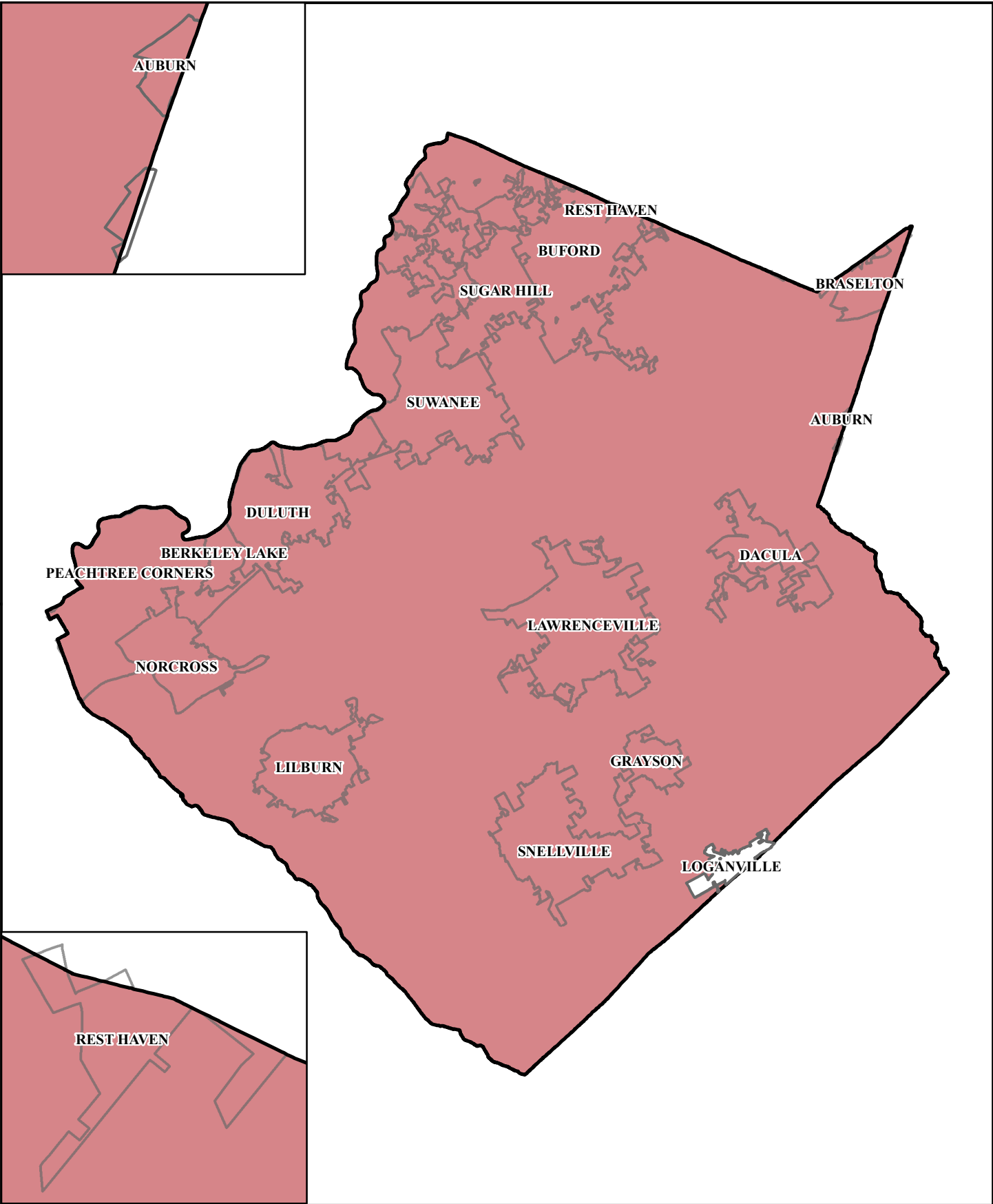
6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

No additional implementation mechanisms have been identified other than those noted above.

7. Person completing form: **Theresa A. Cox, Deputy County Attorney**  
 Phone number: **770.822.8707**      Date completed: 02/27/2020

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy?  Yes  No

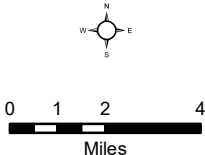
If not, provide designated contact person(s) and phone number(s) below:



- Fire and Emergency Services District
- City Boundary
- County Boundary

## Fire and Emergency Services District

2020





SERVICE DELIVERY STRATEGY

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

**Make copies of this form and complete one for each service listed on FORM 1, Section IV.** Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

**COUNTY: GWINNETT COUNTY**

**Service: Loganville Emergency Medical Services**

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.)  Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
  
- b.)  Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
  
- c.)  One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):
  
- d.)  One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):
  
- e.)  Other (If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide service within each service area.):  
**Gwinnett County**

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

- Yes** (if "Yes," you must attach additional documentation as described, below)
- No**

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<i><b>Local Government or Authority</b></i>	<i><b>Funding Method</b></i>
Gwinnett County	Loganville EMS District Funds, SPLOST, User fees, Grants

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

The service delivery strategy for Loganville Emergency Medical Services remains consistent with the previous service delivery strategy for Loganville Emergency Medical. The service is being modified to reflect that the County and the City of Loganville entered into a new Joint Resolution Modifying and Continuing a Special District for Emergency Medical Services within the portion of the City of Loganville within Gwinnett County and a new Intergovernmental Agreement to Provide Emergency Medical Services within Loganville EMS Service District to enter into a new 30 year agreement and amend certain terms to better serve the citizens of Gwinnett County and the City of Loganville. The name is being updated to be consistent with the applicable Resolution and Intergovernmental Agreements.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<i><b>Agreement Name</b></i>	<i><b>Contracting Parties</b></i>	<i><b>Effective and Ending Dates</b></i>
Joint Resolution Modifying and Continuing a Special District for Loganville EMS	Gwinnett County and City of Loganville	2/26/2020 - ongoing until terminated
Intergovernmental Agreement to Provide EMS Services within Loganville EMS District	Gwinnett County and City of Loganville	2/26/2020 - 2/25/2050

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

No additional implementation mechanisms have been identified other than those noted above.

7. Person completing form: **Theresa A. Cox**  
 Phone number: **770.822.8707**      Date completed:

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy?  Yes  No

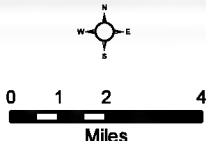
If not, provide designated contact person(s) and phone number(s) below:



Loganville EMS District
   
 County Boundary
   
 City Boundary

# Loganville Emergency Medical Services District

2020





SERVICE DELIVERY STRATEGY

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

**Make copies of this form and complete one for each service listed on FORM 1, Section IV.** Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

**COUNTY: GWINNETT COUNTY**

**Service: Police Services**

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.)  Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
  
- b.)  Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
  
- c.)  One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):
  
- d.)  One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):
  
- e.)  Other (If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide service within each service area.): **Auburn, Braselton, Duluth, Gwinnett County, Lawrenceville, Lilburn, Loganville, Norcross, Snellville, Suwanee**

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

**Yes** (if "Yes," you must attach additional documentation as described, below)

**No**

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
Auburn, Braselton, Duluth	general fund, fines/forfeitures, grants, SPLOST
Lawrenceville, Lilburn, Loganville	general fund, fines/forfeitures, grants, SPLOST
Loganville, Norcross, Snellville	general fund, fines/forfeitures, grants, SPLOST
Suwanee	general fund, fines/forfeitures, grants, SPLOST
Gwinnett County	Insurance Premium taxes, Police District Fund, SPLOST, grants, fines/forfeitures

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

The service delivery strategy for Police Services remains consistent with the previous service delivery strategy for Police. The service is being updated to reflect that the County and municipalities within the County's Police Service District entered into a new Joint Resolution Modifying and Continuing a Special District for Police Services and a new Intergovernmental Agreement to Provide Police Services within a Police Service District to enter into a new 30 year agreement and amend certain terms to better serve the citizens of Gwinnett County and the Cities within the Police Service District. The name is being updated to be consistent with the applicable Resolution and Intergovernmental Agreements.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
Joint Resolution Modifying and Continuing a Special District for Police Services	Gwinnett County, Berkeley Lake, Buford, Dacula, Grayson, Peachtree Corners, Rest Haven, Sugar Hill	2/26/2020 - ongoing until terminated
Intergovernmental Agreement to Provide Police Services within a Police District	Gwinnett County, Berkeley Lake, Buford, Dacula, Grayson, Peachtree Corners, Rest Haven, Sugar Hill	2/26/2020 - 2/25/2050

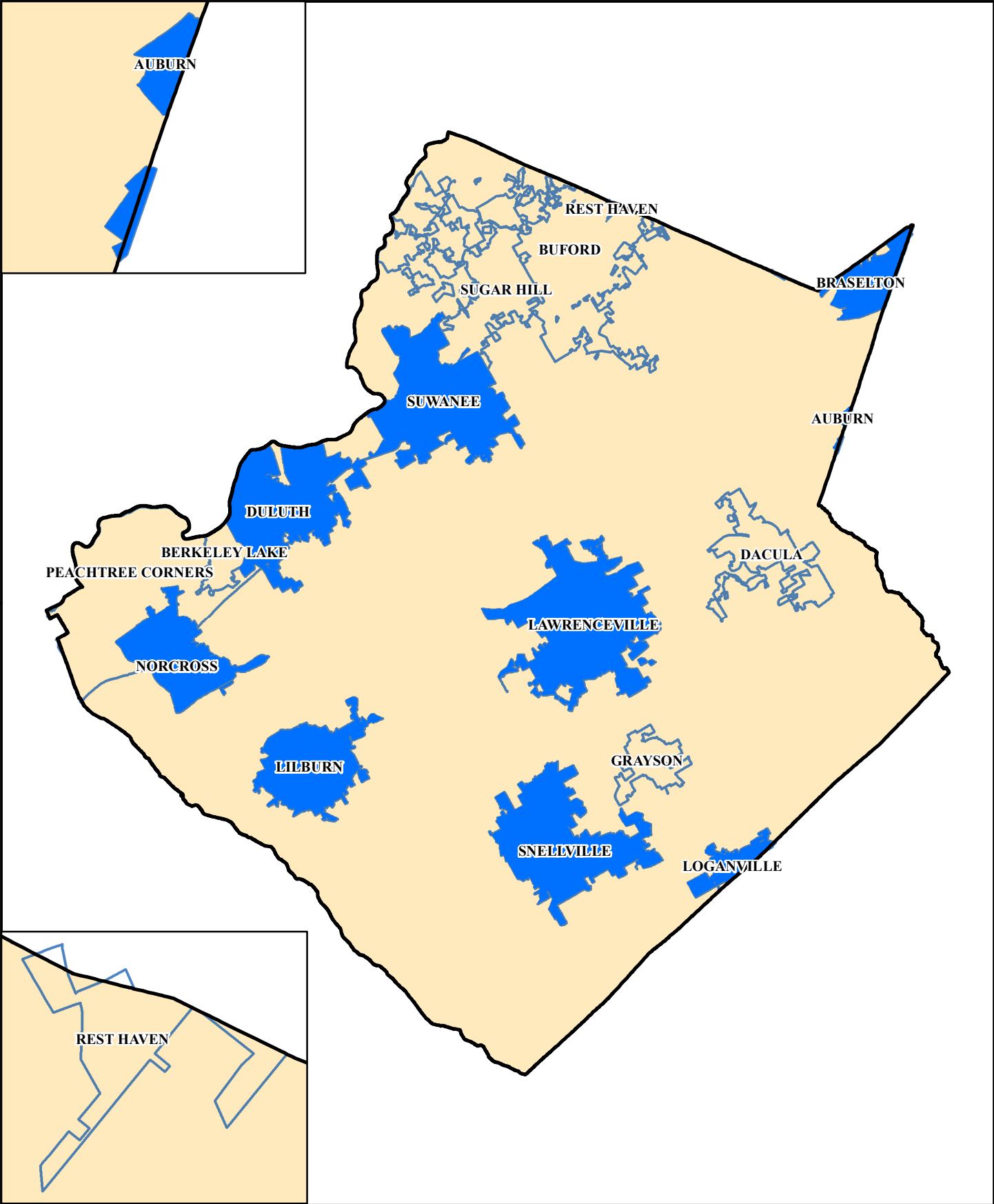
6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

No additional implementation mechanisms have been identified other than those noted above.

7. Person completing form: **Theresa A. Cox, Deputy County Attorney**  
 Phone number: **770.822.8707**      Date completed: 02/27/2020

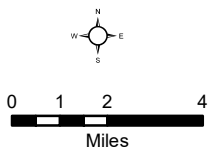
8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy?  Yes  No

If not, provide designated contact person(s) and phone number(s) below:



- Municipal PD
- Gwinnett Co. PD
- County Boundary

**Police Services District &  
Municipal Police Jurisdictions**  
2020







SERVICE DELIVERY STRATEGY

**FORM 2: Summary of Service Delivery Arrangements**

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**Make copies of this form and complete one for each service listed on FORM 1, Section IV.** Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

**COUNTY: GWINNETT COUNTY**

**Service: *Re-use Water***

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.)  Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
  
- b.)  Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
  
- c.)  One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):
  
- d.)  One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):
  
- e.)  Other (If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide service within each service area.): **Gwinnett County**

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

**Yes** (if "Yes," you must attach additional documentation as described, below)

**No**

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<b>Local Government or Authority</b>	<b>Funding Method</b>
Gwinnett County	Enterprise Fees

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

Gwinnett County now only provides this service to the county-owned Gwinnett County Environmental & Heritage Center and limited other parcels within unincorporated Gwinnett County.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<b>Agreement Name</b>	<b>Contracting Parties</b>	<b>Effective and Ending Dates</b>

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

There are no other implementation mechanisms associated with re-use water other than those listed above.

7. Person completing form: **Theresa A. Cox, Deputy County Attorney**  
 Phone number: **770.822.8707**      Date completed: 02/27/2020

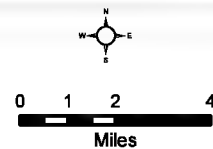
8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy?  Yes  No

If not, provide designated contact person(s) and phone number(s) below:



## Existing Reuse 2020

- County Boundary
- City Boundary
- Active Re-use Main





SERVICE DELIVERY STRATEGY

**FORM 2: Summary of Service Delivery Arrangements**

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**COUNTY: GWINNETT COUNTY**

**Service: Sewer**

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.)  Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
  
- b.)  Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
  
- c.)  One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):
  
- d.)  One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):
  
- e.)  Other (If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide service within each service area.): **Auburn, Braselton, Buford, Gwinnett County, Loganville**

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

**Yes** (if "Yes," you must attach additional documentation as described, below)

**No**

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
Auburn	General Fund, system/user fees, bond proceeds, grants
Braselton	General Fund, system/user fees, bond proceeds, grants
Buford	General Fund, system/user fees, bond proceeds, grants
Gwinnett County	Enterprise fund revenues, bond proceeds, grants, system/user fees
Loganville	General Fund, system/user fees, bond proceeds, grants

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

The service delivery strategy for sewer is being updated to show changes to the service delivery areas of the County and the municipalities identified above. The City of Norcross is also removed from this service delivery strategy as a sewer provider as Gwinnett County purchased the City's sewer system. Additionally, the City of Buford provides sewer service to the City of Rest Haven.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
Wholesale Sewage Agmt	Gwinnett County and City of Buford	5/2/2018 - 5/1/2068
IGA - Sewer (Parcels)	Gwinnett County and City of Buford	4/22/2014 - until terminated
IGA - Sewer Improvements	Gwinnett County, Water & Sewer Authority, and Dacula	3/27/2018 - until completion
Purchase - Wastewater Sys.	Gwinnett County and City of Norcross	5/2/2013 Purchase Complete

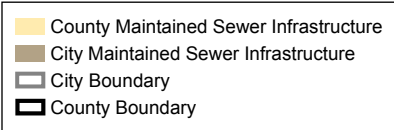
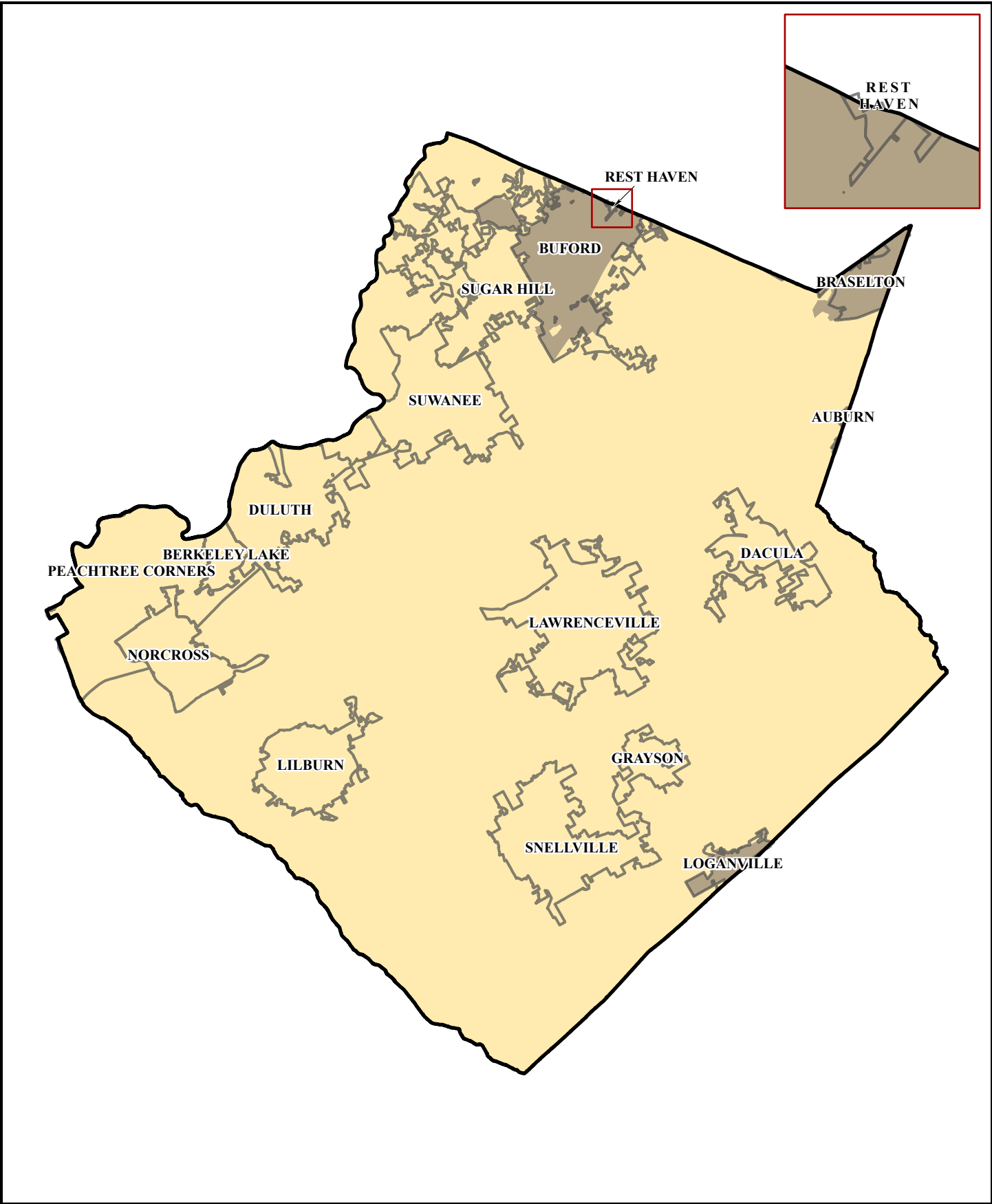
6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

No additional implementation mechanisms have been identified other than those noted above.

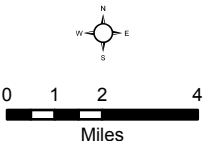
7. Person completing form: **Theresa A. Cox, Deputy County Attorney**  
 Phone number: **770.822.8707**      Date completed: 02/27/2020

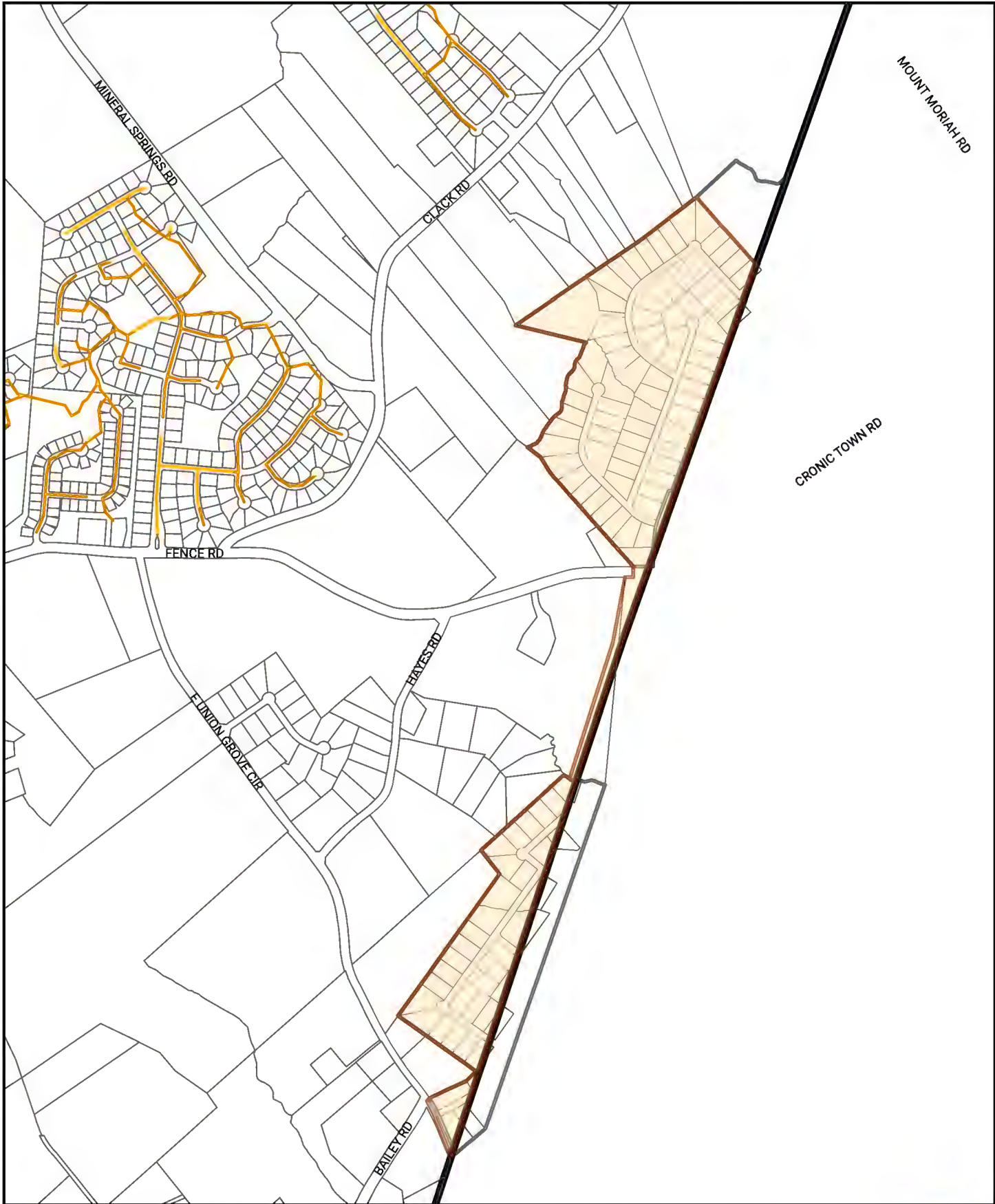
8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy?  Yes  No

If not, provide designated contact person(s) and phone number(s) below:



**Existing Sewer  
2020**





- City Sewer
- Gwinnett Gravity Sewer
- City Sewer Service Area
- County Boundary
- City Boundary

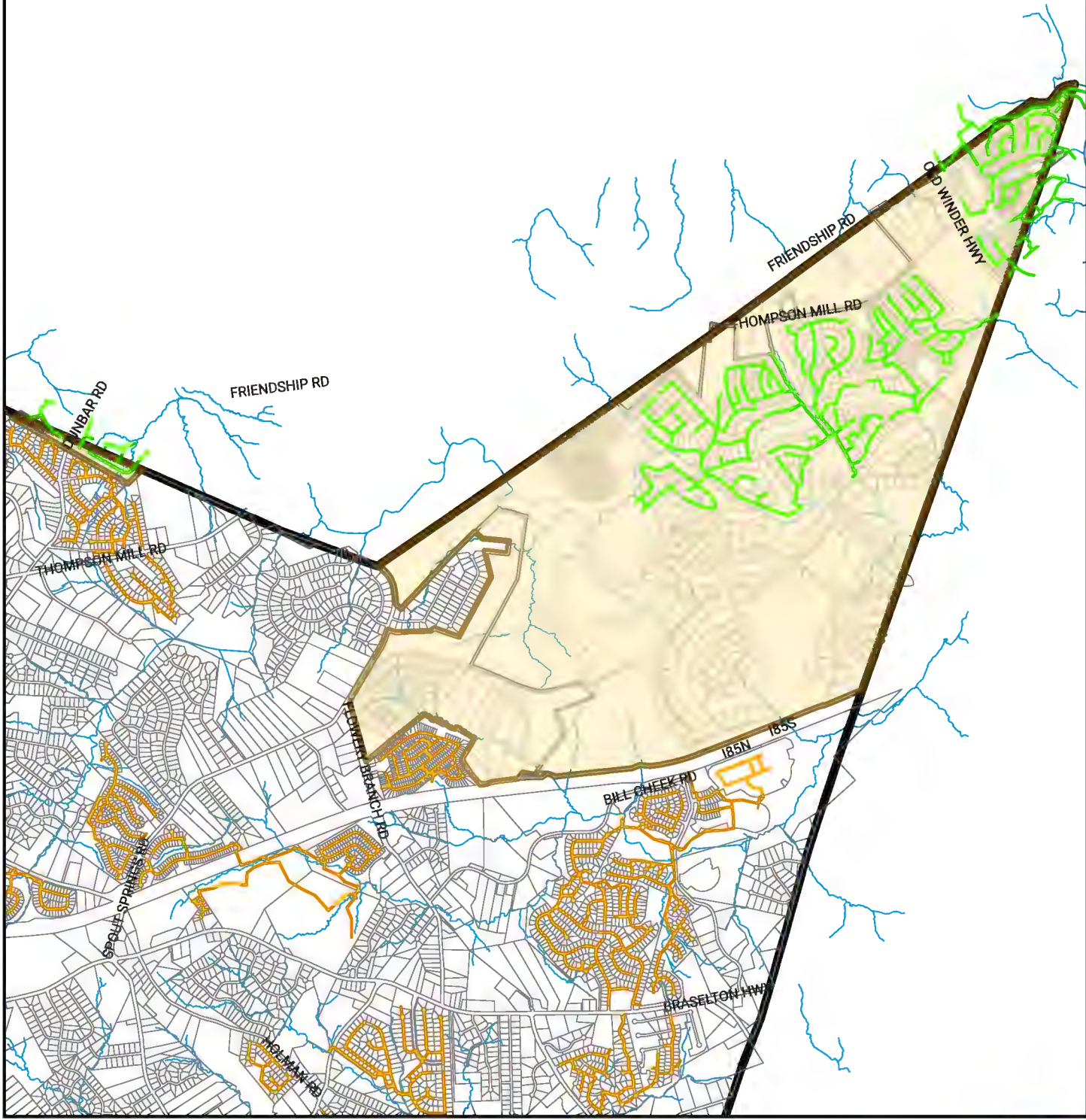
## Auburn Sewer SDS

2020

Final 2/25/2020



Gwinnett

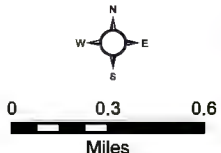


- City Sewer
- Gwinnett Gravity Sewer
- City Sewer Service Area
- County Boundary
- City Boundary

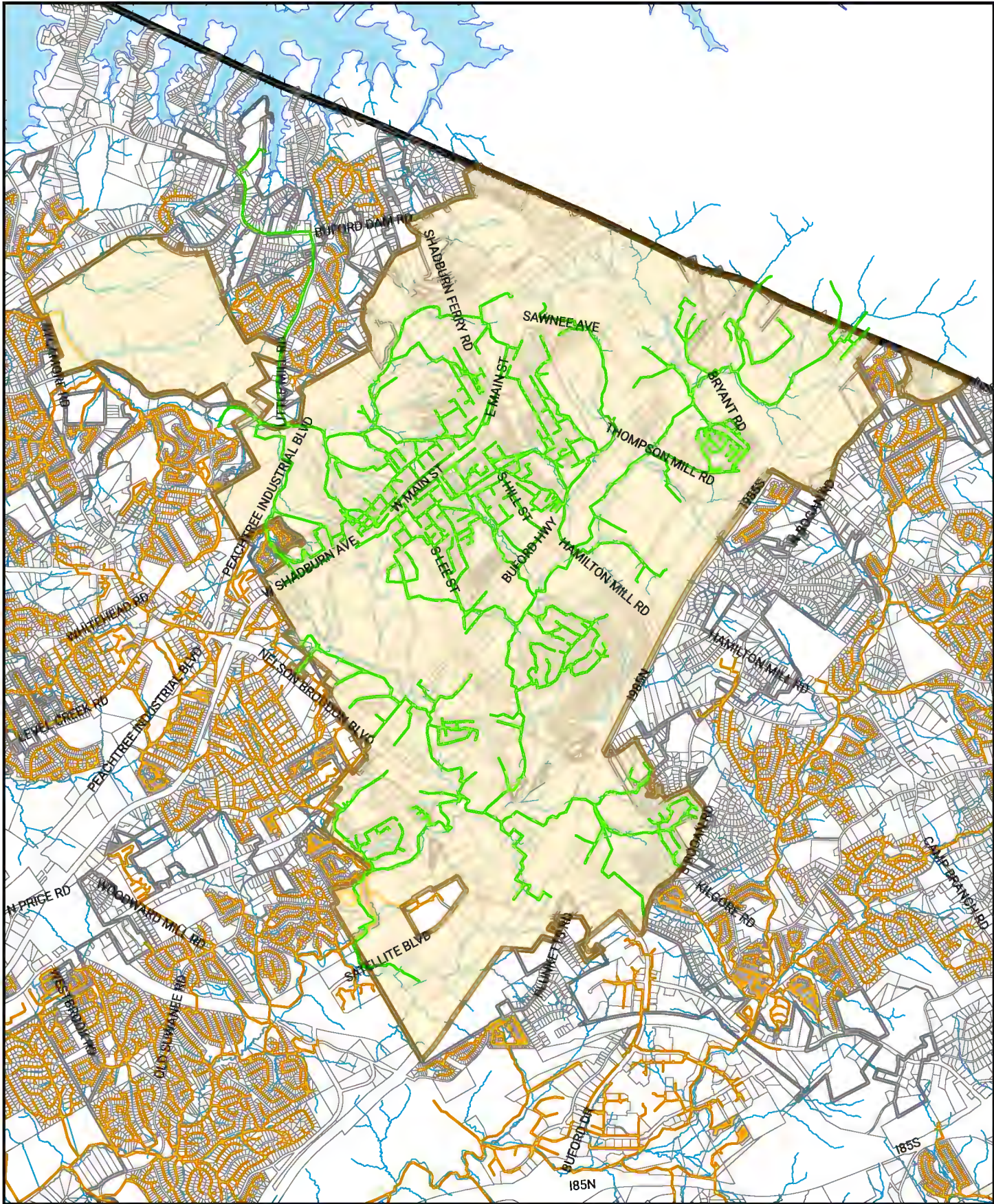
# Braselton Sewer SDS

2020

Final 2/25/2020







- City Sewer
- Gwinnett Gravity Sewer
- City Sewer Service Area
- County Boundary
- City Boundary

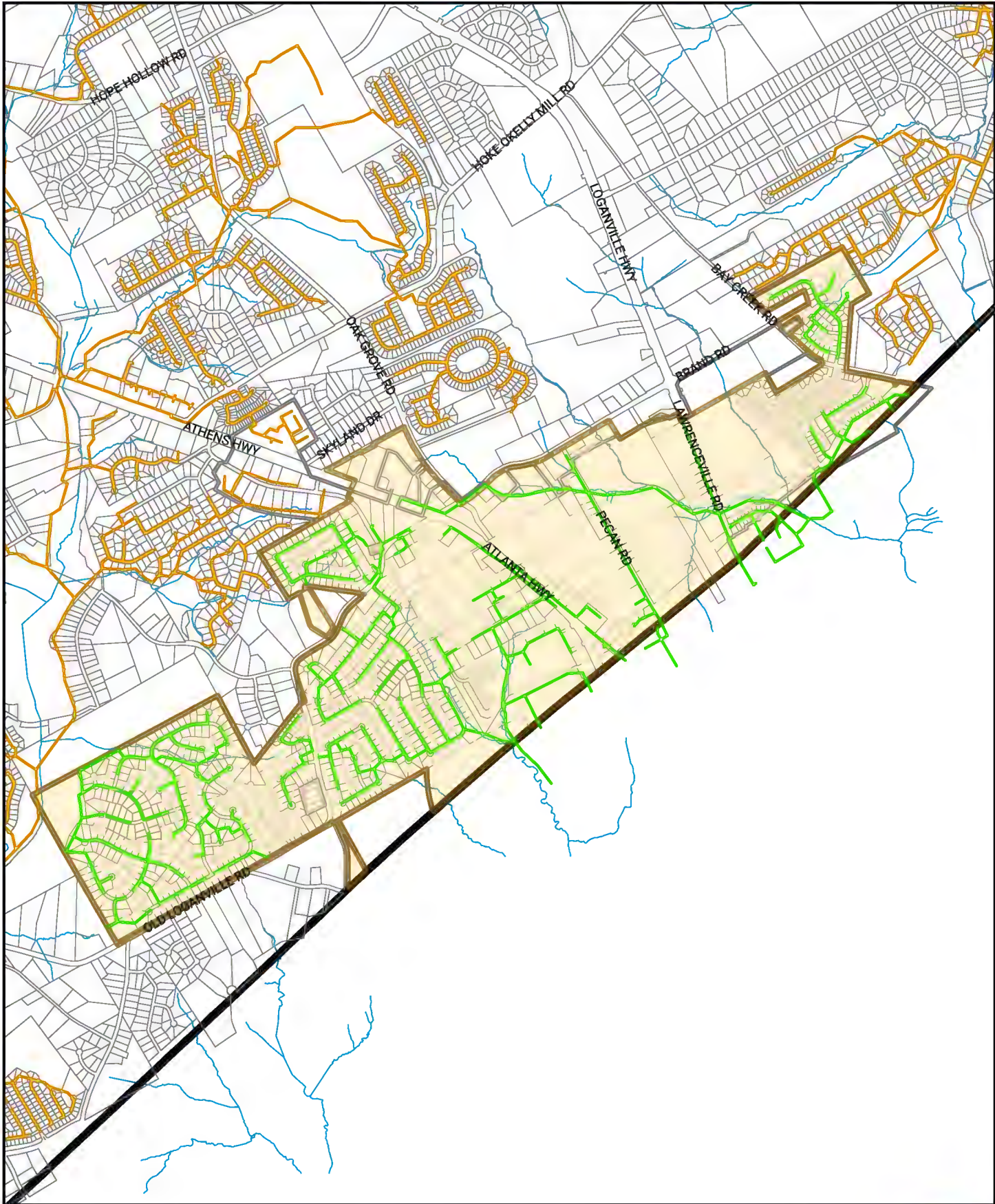
# Buford Sewer SDS

2020

Final 2/25/2020



Gwinnett



- City Sewer
- Gwinnett Gravity Sewer
- City Sewer Service Area
- County Boundary
- City Boundary

# Loganville Sewer SDS

2020

Final 02/25/2020



Gwinnett



SERVICE DELIVERY STRATEGY

**FORM 2: Summary of Service Delivery Arrangements**

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<b>COUNTY: GWINNETT COUNTY</b>	<b>Service: Storm Water</b>
--------------------------------	-----------------------------

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.)  Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
  
- b.)  Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
  
- c.)  One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):
  
- d.)  One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):
  
- e.)  Other (If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide service within each service area.): **Auburn, Berkeley Lake, Braselton, Buford, Dacula, Duluth, Grayson, Gwinnett County, Lawrenceville, Lilburn, Loganville, Norcross, Peachtree Corners, Rest Haven, Snellville, Sugar Hill, Suwanee**

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

- Yes** (if "Yes," you must attach additional documentation as described, below)
  
- No**

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<b>Local Government or Authority</b>	<b>Funding Method</b>
Auburn, Buford, Duluth, Norcross	General funds, enterprise funds, SPLOST
Lawrenceville, Loganville, Snellville	General funds, enterprise funds, SPLOST
Sugar Hill, Peachtree Corners	General funds, enterprise funds, SPLOST
Berkeley Lake, Braselton, Dacula	General funds, SPLOST
Rest Haven, Grayson, Suwanee	General funds, SPLOST
Gwinnett, Lilburn	Enterprise funds, SPLOST

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

The service delivery strategy for storm water is being updated to show changes to the service delivery areas of the County and the municipalities identified above due to annexations and to reflect current intergovernmental agreements.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<b>Agreement Name</b>	<b>Contracting Parties</b>	<b>Effective and Ending Dates</b>
Stormwater Watershed IGA	Gwinnett County and City of Grayson	5/1/2018 - 4/30/2028
Stormwater Utility IGA	Gwinnett County and City of Lilburn	1/1/2018 - 12/31/2027

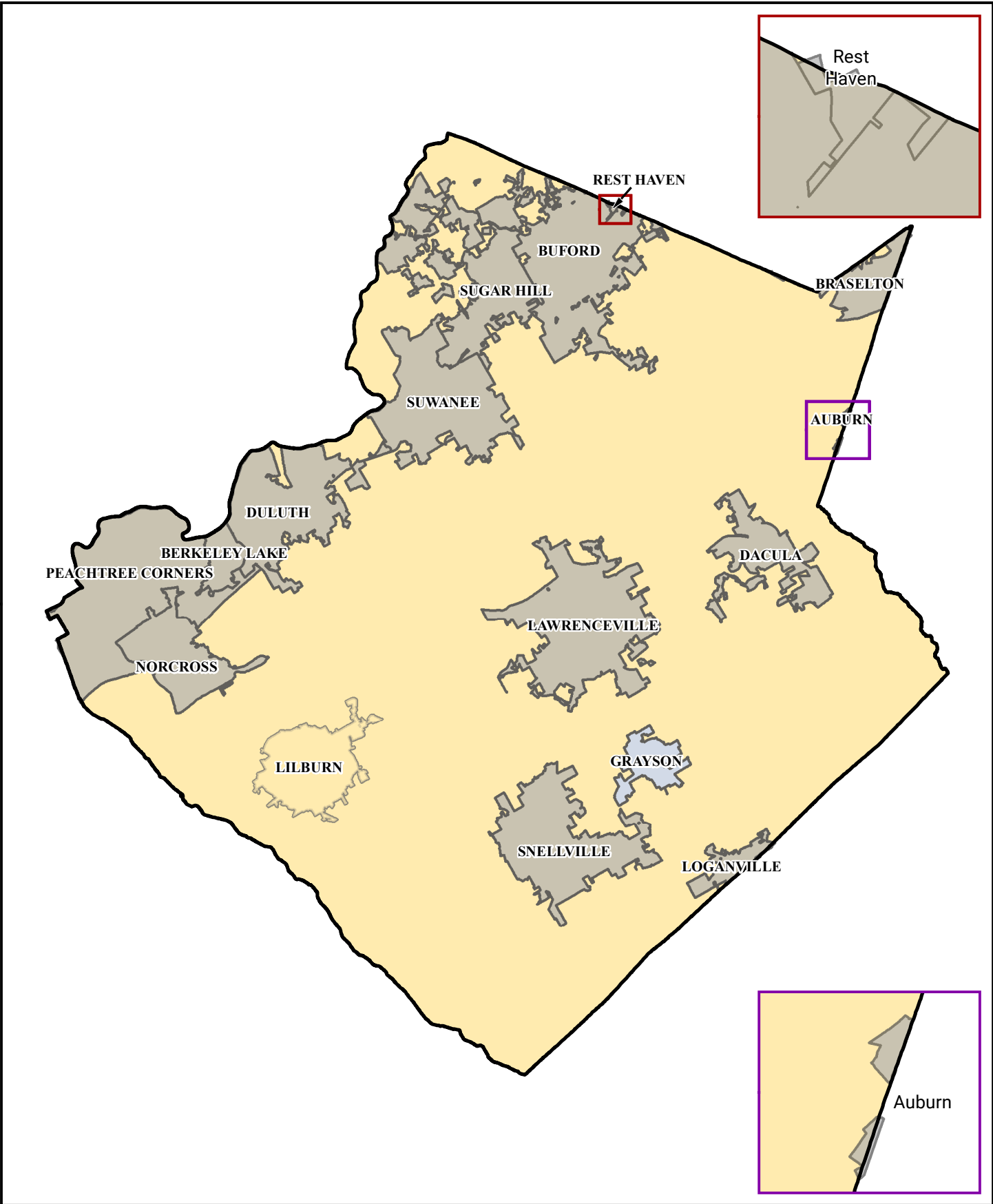
6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

No additional implementation mechanisms have been identified other than those noted above.

7. Person completing form: **Theresa A. Cox, Deputy County Attorney**  
 Phone number: **770.822.8707**      Date completed: 02/27/2020

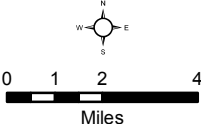
8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy?  Yes  No

If not, provide designated contact person(s) and phone number(s) below:



- County Maintained Stormwater Infrastructure
- City Maintained Stormwater Infrastructure
- County Watershed Protection Stormwater Management Services
- County Boundary

## Existing Stormwater 2020





SERVICE DELIVERY STRATEGY

**FORM 2: Summary of Service Delivery Arrangements**

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**COUNTY: GWINNETT COUNTY**

**Service: Tax and Service Billing and Collection (1<sup>st</sup> of 2 forms)**

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.)  Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
  
- b.)  Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
  
- c.)  One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):
  
- d.)  One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):
  
- e.)  Other (If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide service within each service area.): **Gwinnett County, Auburn, Braselton, Buford, Duluth, Loganville, Norcross, Rest Haven, and Suwanee**

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

**Yes** (if "Yes," you must attach additional documentation as described, below)

**No**

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<b>Local Government or Authority</b>	<b>Funding Method</b>
Gwinnett County	General funds
Auburn, Berkeley Lake, Braselton	General funds
Buford, Dacula, Duluth, Lawrenceville	General funds
Grayson, Lilburn, Norcross, Suwanee	General funds
Loganville, Peachtree Corners, Sugar	General funds
Hill, Rest Haven, Snellville	General funds

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

As the strategy for Tax and Service Billing and Collection was not included in the prior Service Delivery Strategy, it is being added to this service delivery strategy for completeness. The strategy for Tax and Service Billing and Collection is not changing from the previous service delivery strategy.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<b>Agreement Name</b>	<b>Contracting Parties</b>	<b>Effective and Ending Dates</b>
IGA - Billing and Collection	Gwinnett County and City of Berkeley Lake	6/1/17-12/31/20, auto renew
IGA - Billing and Collection	Gwinnett County and City of Dacula	1/1/17-12/31/20, auto renew
IGA - Billing and Collection	Gwinnett County and City of Grayson	1/1/17-12/31/20, auto renew
IGA - Billing and Collection	Gwinnett County and City of Lawrenceville	1/1/17-12/31/20, auto renew
IGA - Billing and Collection	Gwinnett County and City of Lilburn	1/1/17-12/31/20, auto renew
IGA - Billing and Collection	Gwinnett County and City of Peachtree Corners	1/1/17-12/31/20, auto renew

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

No other mechanisms have been identified in implementing this strategy.

7. Person completing form: **Theresa A. Cox, Deputy County Attorney**  
 Phone number: **770.822.8707**      Date completed: 02/27/2020

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy?  Yes  No

If not, provide designated contact person(s) and phone number(s) below:



SERVICE DELIVERY STRATEGY

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

**Make copies of this form and complete one for each service listed on FORM 1, Section IV.** Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

**COUNTY: GWINNETT COUNTY**

**Service: Tax and Service Billing and Collection (2<sup>nd</sup> of 2 forms)**

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.)  Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
  
- b.)  Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
  
- c.)  One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):
  
- d.)  One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):
  
- e.)  Other (If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide service within each service area.): **Gwinnett County, Auburn, Braselton, Buford, Duluth, Loganville, Norcross, Rest Haven, and Suwanee**

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

- Yes** (if "Yes," you must attach additional documentation as described, below)
  
- No**

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.



SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<b>Local Government or Authority</b>	<b>Funding Method</b>
Gwinnett County	General funds
Auburn, Berkeley Lake, Braselton	General funds
Buford, Dacula, Duluth, Lawrenceville	General funds
Grayson, Lilburn, Norcross, Suwanee	General funds
Loganville, Peachtree Corners, Sugar	General funds
Hill, Rest Haven, Snellville	General funds

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

As the strategy for Tax and Service Billing and Collection was not included in the prior Service Delivery Strategy, it is being added to this service delivery strategy for completeness. The strategy for Tax and Service Billing and Collection is not changing from the previous service delivery strategy.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<b>Agreement Name</b>	<b>Contracting Parties</b>	<b>Effective and Ending Dates</b>
IGA - Billing and Collection	Gwinnett County and City of Snellville	1/1/17-12/31/20, auto renew
IGA - Billing and Collection	Gwinnett County and City of Sugar Hill	1/1/17-12/31/20, auto renew

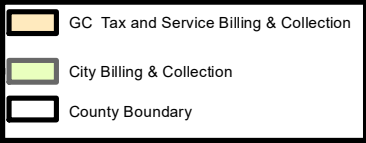
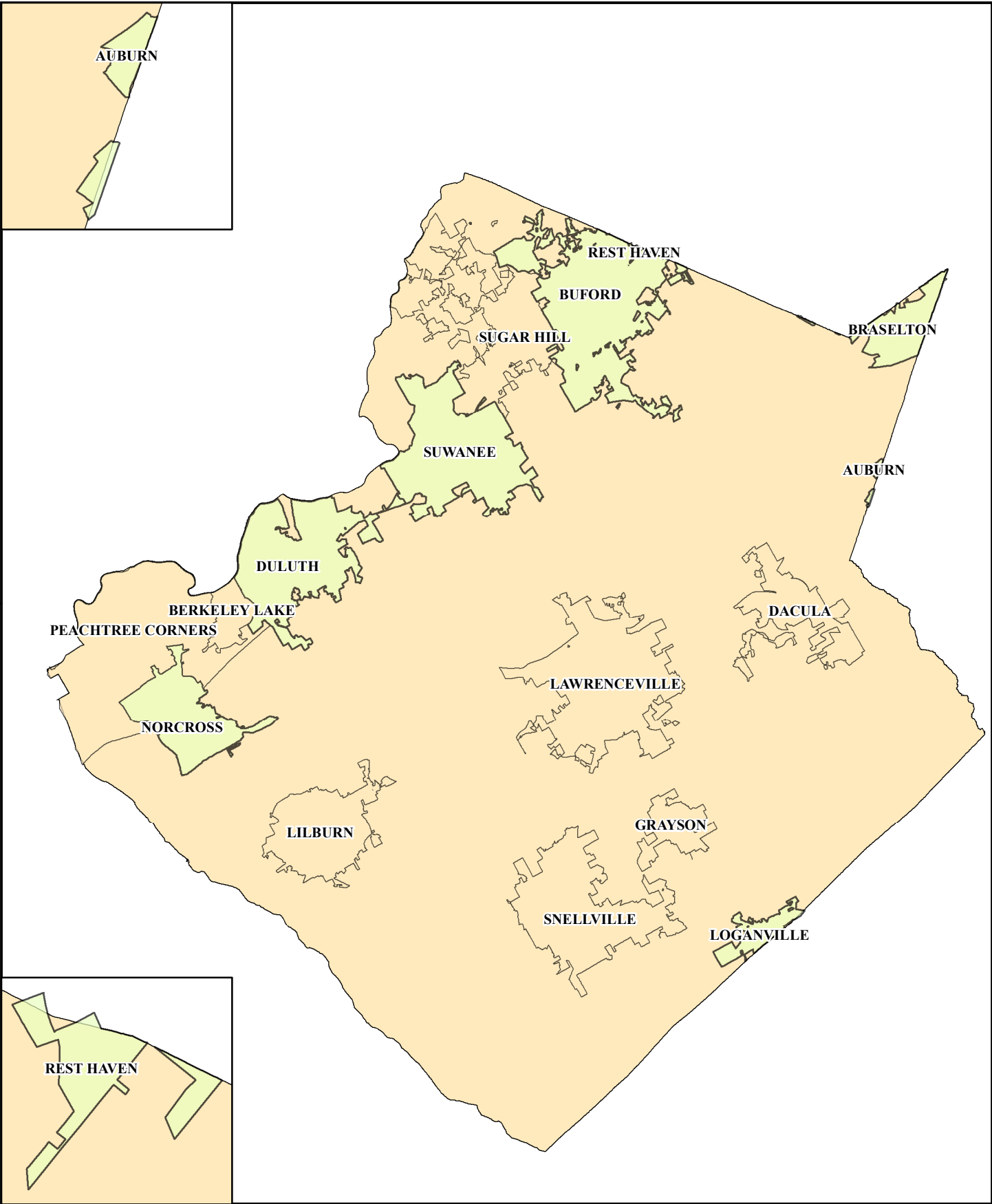
6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

No other mechanisms have been identified in implementing this strategy.

7. Person completing form: **Theresa A. Cox, Deputy County Attorney**  
 Phone number: **770.822.8707**      Date completed: 02/27/2020

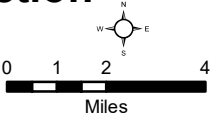
8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy?  Yes  No

If not, provide designated contact person(s) and phone number(s) below:



# Tax and Service Billing & Collection

## 2020





SERVICE DELIVERY STRATEGY

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

**Make copies of this form and complete one for each service listed on FORM 1, Section IV.** Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

<b>COUNTY:GWINNETT COUNTY</b>	<b>Service: <i>Traffic Management and Signal Maintenance</i></b>
-------------------------------	--

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.)  Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Gwinnett County**
- b.)  Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- c.)  One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):
- d.)  One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):
- e.)  Other (If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

- Yes** (if "Yes," you must attach additional documentation as described, below)
- No**

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
Gwinnett County	General funds, SPLOST, federal/state funding and grants

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

As the strategy for traffic management and signal maintenance was not included in the prior Service Delivery Strategy, it is being added to this Service Delivery Strategy for completeness. The strategy for traffic management and signal maintenance is not changing from the previous service delivery strategy.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

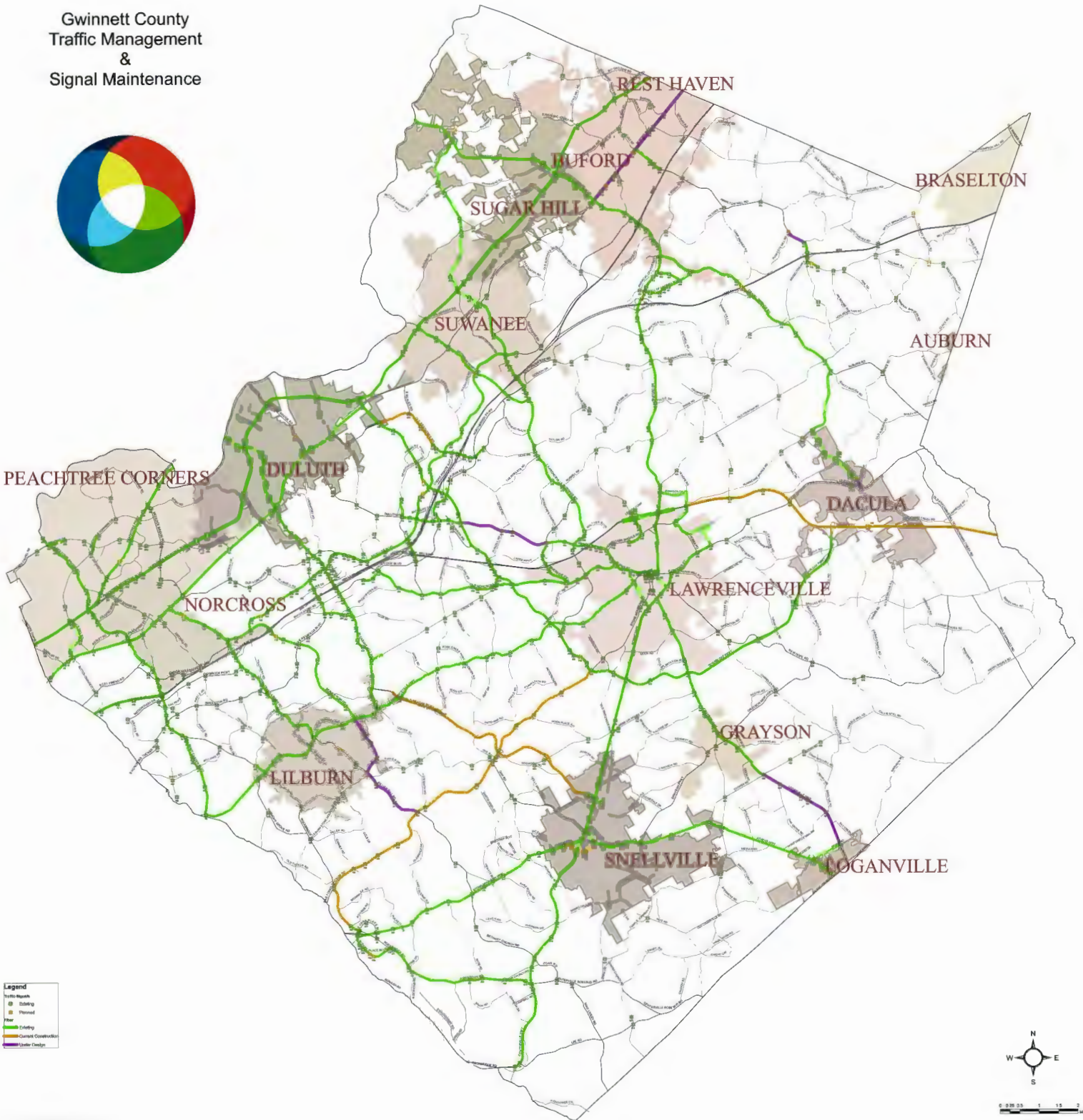
No other mechanisms have been identified in implementing this strategy.

7. Person completing form: **Theresa A. Cox, Deputy County Attorney**  
 Phone number: **770.822.8707**      Date completed: 02/27/2020

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy?  Yes  No

If not, provide designated contact person(s) and phone number(s) below:

Gwinnett County  
Traffic Management  
&  
Signal Maintenance



**Legend**  
Traffic Reports  
Existing  
Planned  
Future  
Existing  
Current Construction  
Under Design

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SERVICE DELIVERY STRATEGY

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

**Make copies of this form and complete one for each service listed on FORM 1, Section IV.** Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

**COUNTY: GWINNETT COUNTY**

**Service: *Transportation - Roads (1<sup>st</sup> of 2 Forms)***

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.)  Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
  
- b.)  Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
  
- c.)  One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):
  
- d.)  One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):
  
- e.)  Other (If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide service within each service area.): **Auburn, Berkeley Lake, Braselton, Buford, Dacula, Duluth, Grayson, Gwinnett County, Lawrenceville, Lilburn, Loganville, Norcross, Peachtree Corners, Rest Haven, Snellville, Sugar Hill, Suwanee**

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

**Yes** (if "Yes," you must attach additional documentation as described, below)

**No**

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<b>Local Government or Authority</b>	<b>Funding Method</b>
Auburn, Berkeley Lake, Braselton	General funds, SPLOST, Federal/state funding and grants
Buford, Dacula, Duluth, Suwanee	General funds, SPLOST, Federal/state funding and grants
Lawrenceville, Lilburn, Loganville	General funds, SPLOST, Federal/state funding and grants
Norcross, Peachtree Corners, Rest	General funds, SPLOST, Federal/state funding and grants
Haven, Snellville, Sugar Hill, Grayson	General funds, SPLOST, Federal/state funding and grants
Gwinnett County	General fund,street light/speed hump funds,SPLOST,Federal/state funds/grants

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

The service delivery strategy for roads is being updated to show changes to the service delivery areas of the County and the municipalities identified above due to annexations and current agreed upon service areas.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<b>Agreement Name</b>	<b>Contracting Parties</b>	<b>Effective and Ending Dates</b>
Speed Hump	Gwinnett County and City of Buford	6/16/1994 - 6/15/2044
Speed Hump	Gwinnett County and City of Grayson	8/1/1994 - 7/31/2044
Speed Hump	Gwinnett County and City of Lawrenceville	8/1/1994 - 7/31/2044
Speed Hump	Gwinnett Count and City of Lilburn	3/31/2008 - 3/30/2058
Speed Hump	Gwinnett County and City of Loganville	8/1/1994 - 9/22/2044
Speed Hump	Gwinnett County and City of Snellville	9/23/1996 - 9/22/2046

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

No additional implementation mechanisms have been identified other than those noted above.

7. Person completing form: **Theresa A. Cox, Deputy County Attorney**  
 Phone number: **770.822.8707**      Date completed: 02/27/2020

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy?  Yes  No

If not, provide designated contact person(s) and phone number(s) below:



SERVICE DELIVERY STRATEGY

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

**Make copies of this form and complete one for each service listed on FORM 1, Section IV.** Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

**COUNTY: GWINNETT COUNTY**

**Service: *Transportation - Roads (2<sup>nd</sup> of 2 Forms)***

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.)  Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
  
- b.)  Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
  
- c.)  One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):
  
- d.)  One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):
  
- e.)  Other (If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide service within each service area.): **Auburn, Berkeley Lake, Braselton, Buford, Dacula, Duluth, Grayson, Gwinnett County, Lawrenceville, Lilburn, Loganville, Norcross, Peachtree Corners, Rest Haven, Snellville, Sugar Hill, Suwanee**

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

- Yes** (if "Yes," you must attach additional documentation as described, below)
  
- No**

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.



SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<b>Local Government or Authority</b>	<b>Funding Method</b>
Auburn, Berkeley Lake, Braselton	General funds, SPLOST, Federal/state funding and grants
Buford, Dacula, Duluth, Suwanee	General funds, SPLOST, Federal/state funding and grants
Lawrenceville, Lilburn, Loganville	General funds, SPLOST, Federal/state funding and grants
Norcross, Peachtree Corners, Rest	General funds, SPLOST, Federal/state funding and grants
Haven, Snellville, Sugar Hill, Grayson	General funds, SPLOST, Federal/state funding and grants
Gwinnett County	General funds, street light/speed hump funds, SPLOST, Federal/state funds/grants

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

The service delivery strategy for roads is being updated to show changes to the service delivery areas of the County and the municipalities identified above due to annexations and current agreed upon service areas.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<b>Agreement Name</b>	<b>Contracting Parties</b>	<b>Effective and Ending Dates</b>
Speed Hump	Gwinnett County and City of Sugar Hill	4/24/2008 - 4/23/2058
Speed Hump	Gwinnett County and City of Suwanee	8/27/1997 - 8/26/2047
IGA for SPLOST proceeds	Gwinnett County and all municipalities	2014 SPLOST Program
IGA for SPLOST proceeds	Gwinnett County and all municipalities	2017 SPLOST Program
IGA for State Routes	Gwinnett County and City of Lawrenceville	1/15/2019 - 1/14/2069

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

No additional implementation mechanisms have been identified other than those noted above.

7. Person completing form: **Theresa A. Cox, Deputy County Attorney**  
 Phone number: **770.822.8707**      Date completed: 02/27/2020

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy?  Yes  No

If not, provide designated contact person(s) and phone number(s) below:



## GWINNETT COUNTY ROAD SYSTEM MAINTENANCE AUBURN

- State Roads
- County Maintained
- City Maintained
- Private Roads
- Cities

Date: 2/13/2020

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Gwinnett

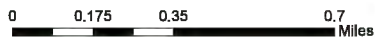


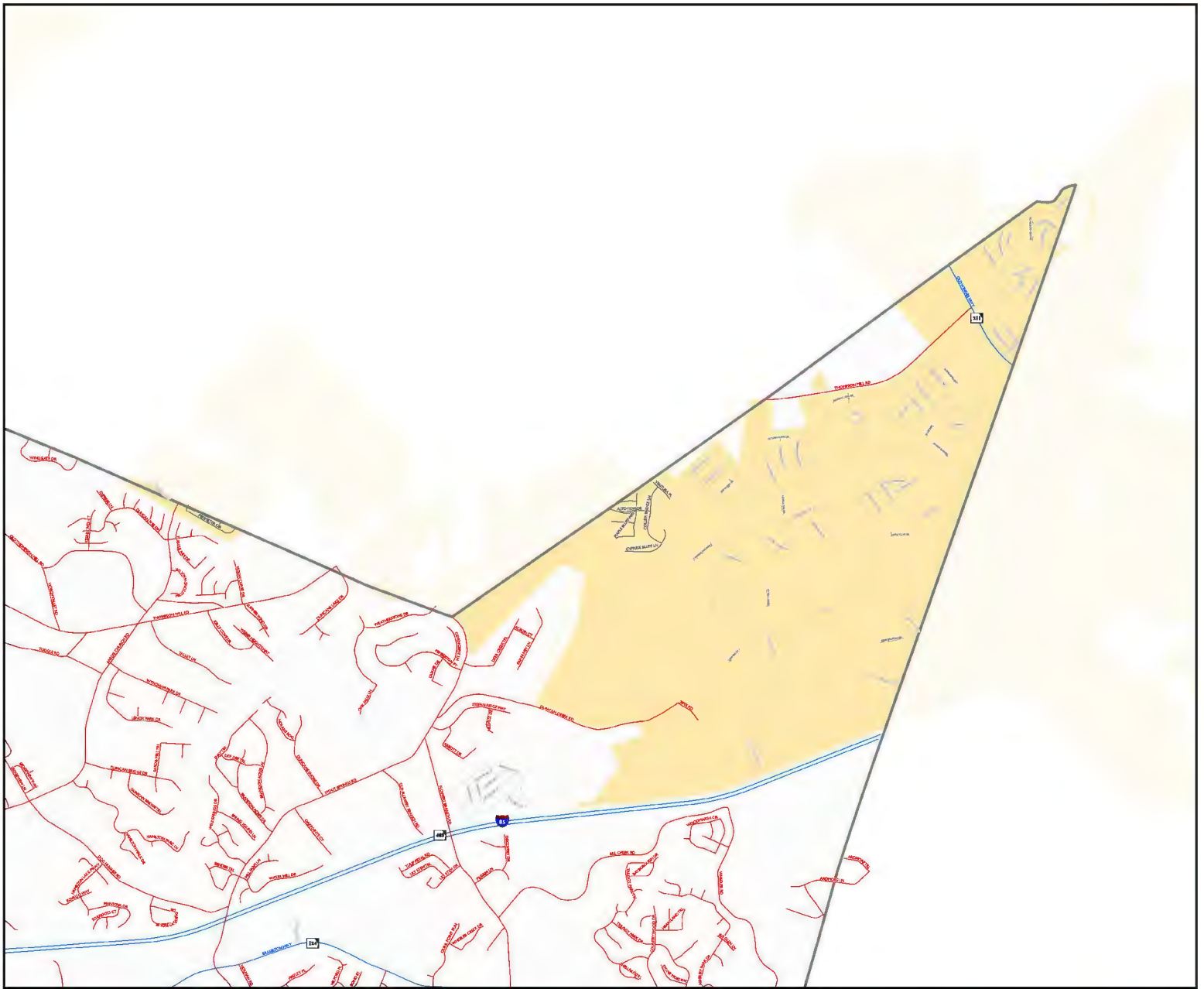
## GWINNETT COUNTY ROAD SYSTEM MAINTENANCE BERKELEY LAKE

- State Roads
- County Maintained
- City Maintained
- Private Roads
- Cities

Date: 2/13/2020

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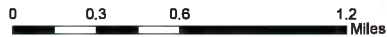


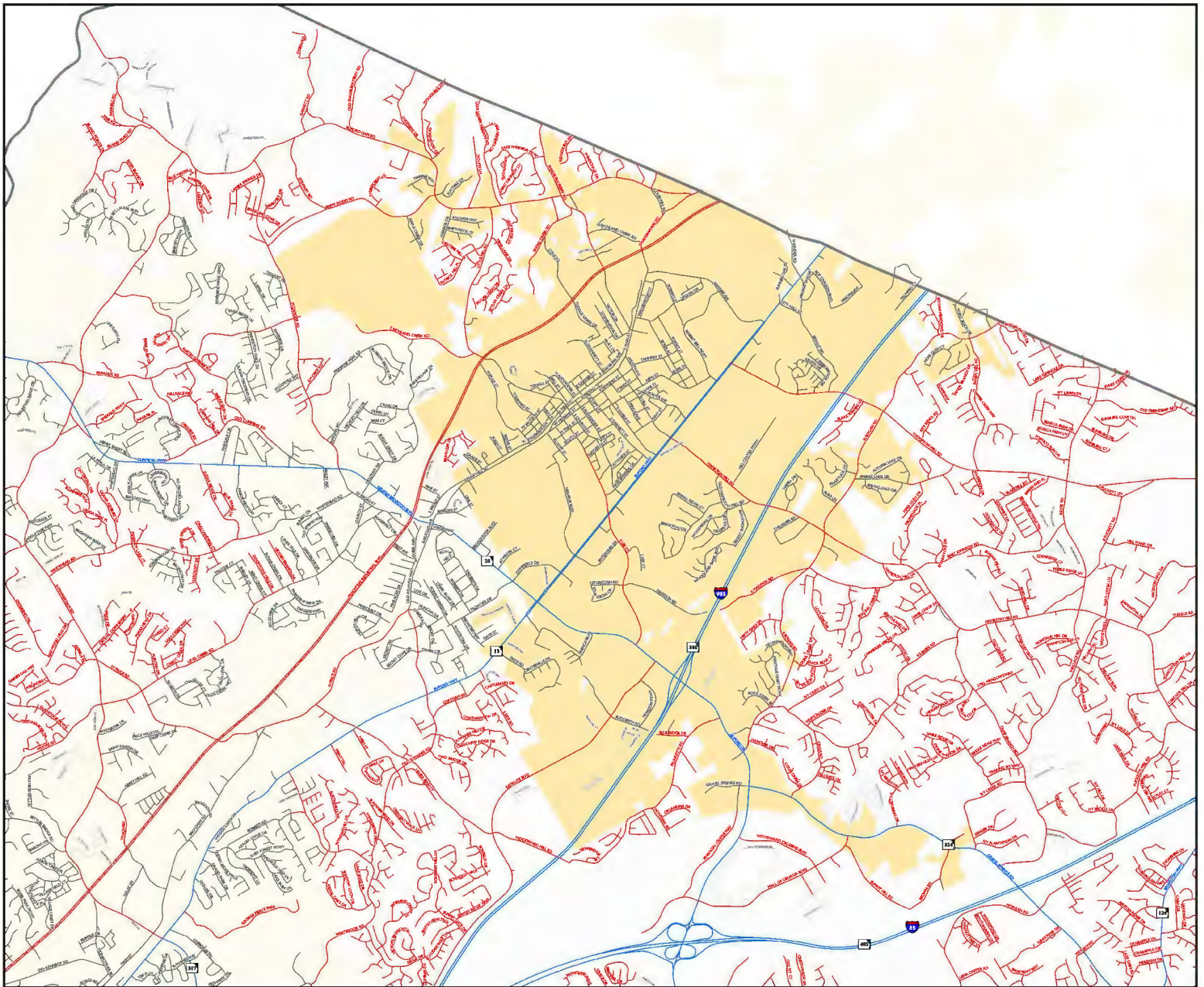
## GWINNETT COUNTY ROAD SYSTEM MAINTENANCE BRASELTON

- State Roads
- County Maintained
- City Maintained
- Private Roads
- Cities

Date: 2/13/2020

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## GWINNETT COUNTY ROAD SYSTEM MAINTENANCE BUFORD

- State Roads
- County Maintained
- City Maintained
- Private Roads
- Cities

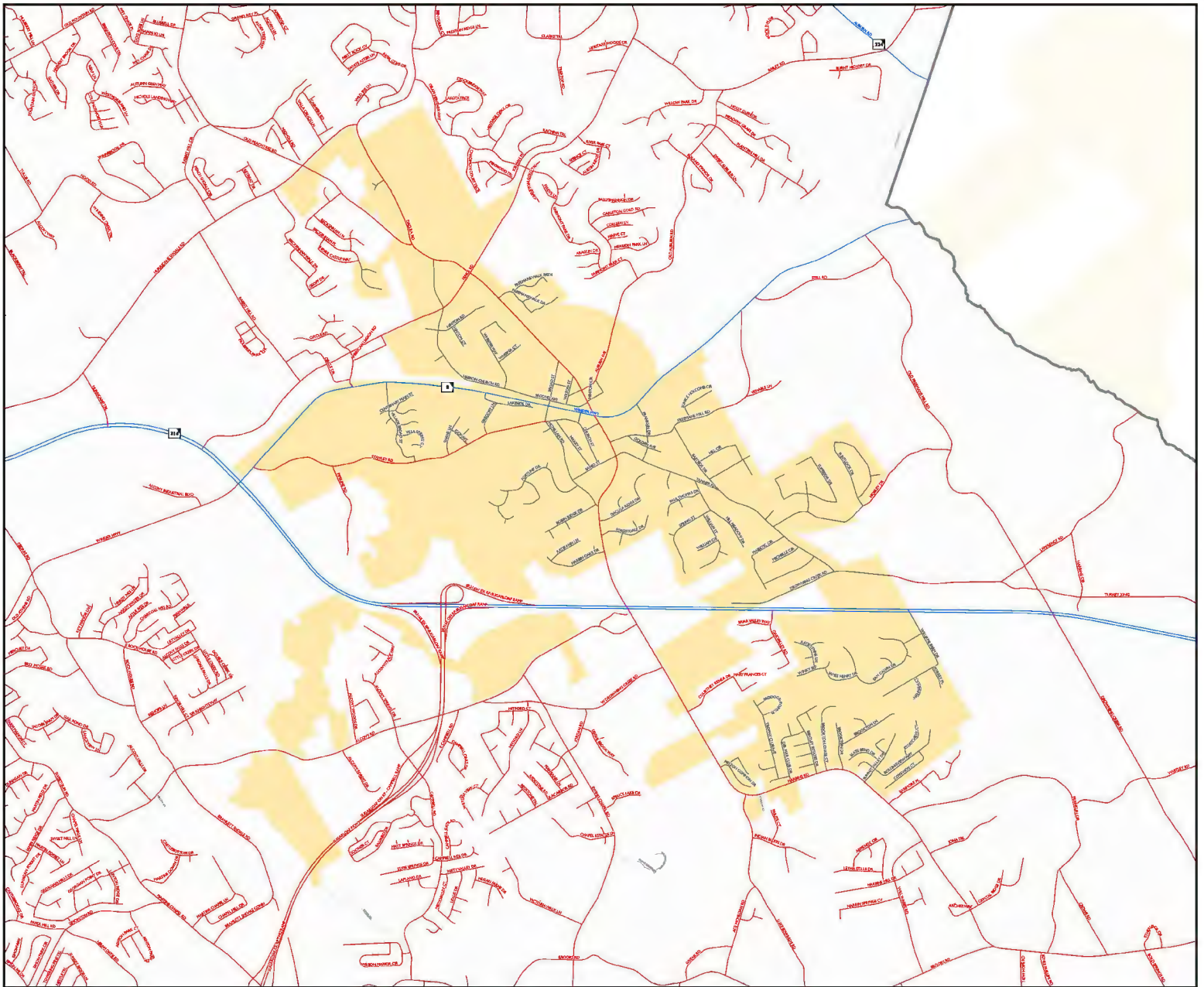
Date: 2/13/2020

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0 0.5 1 2 Miles



Gwinnett



## GWINNETT COUNTY ROAD SYSTEM MAINTENANCE DACULA

- State Roads
- County Maintained
- City Maintained
- Private Roads
- Cities

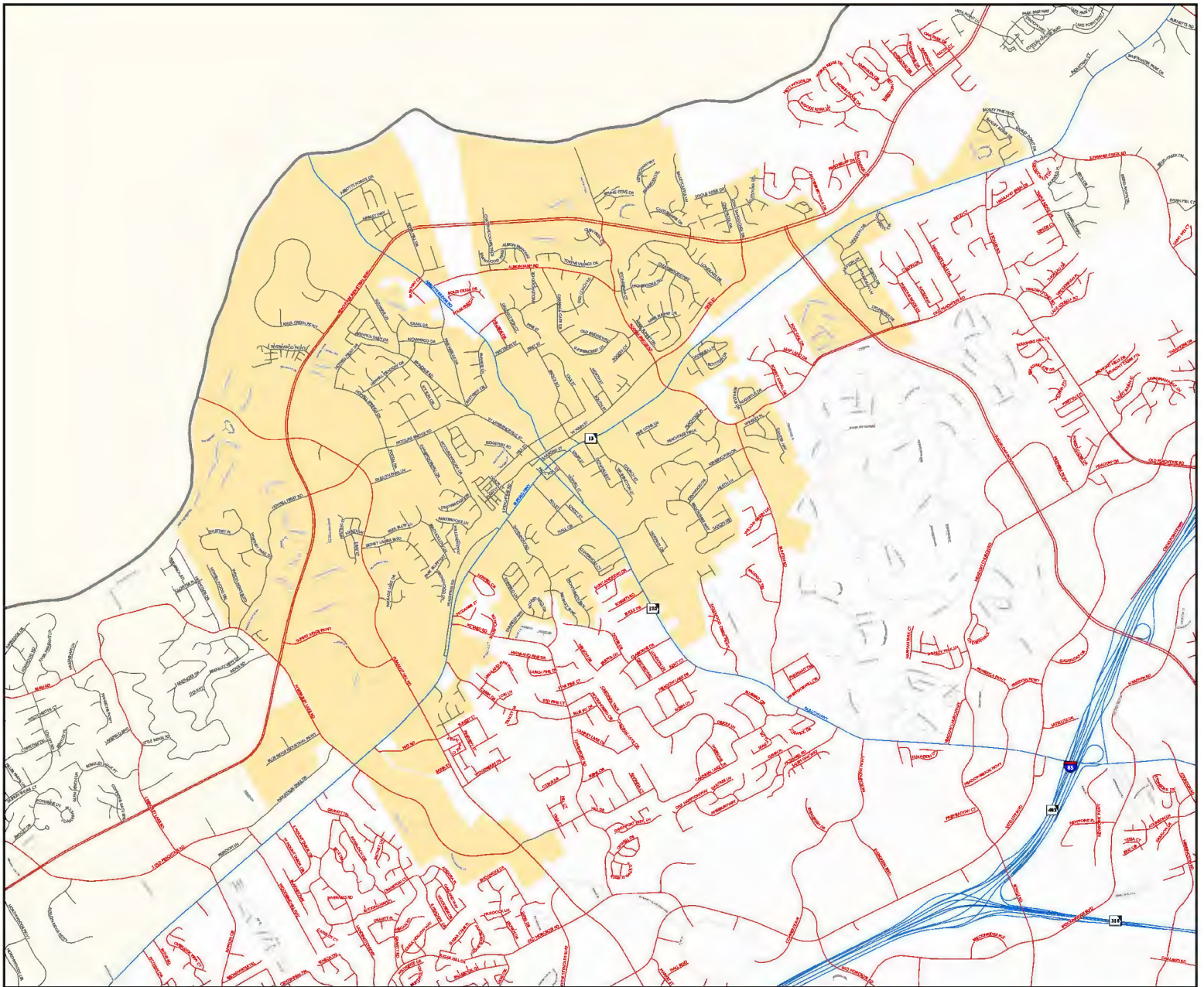
Date: 2/13/2020

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Miles



Gwinnett

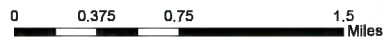


## GWINNETT COUNTY ROAD SYSTEM MAINTENANCE DULUTH

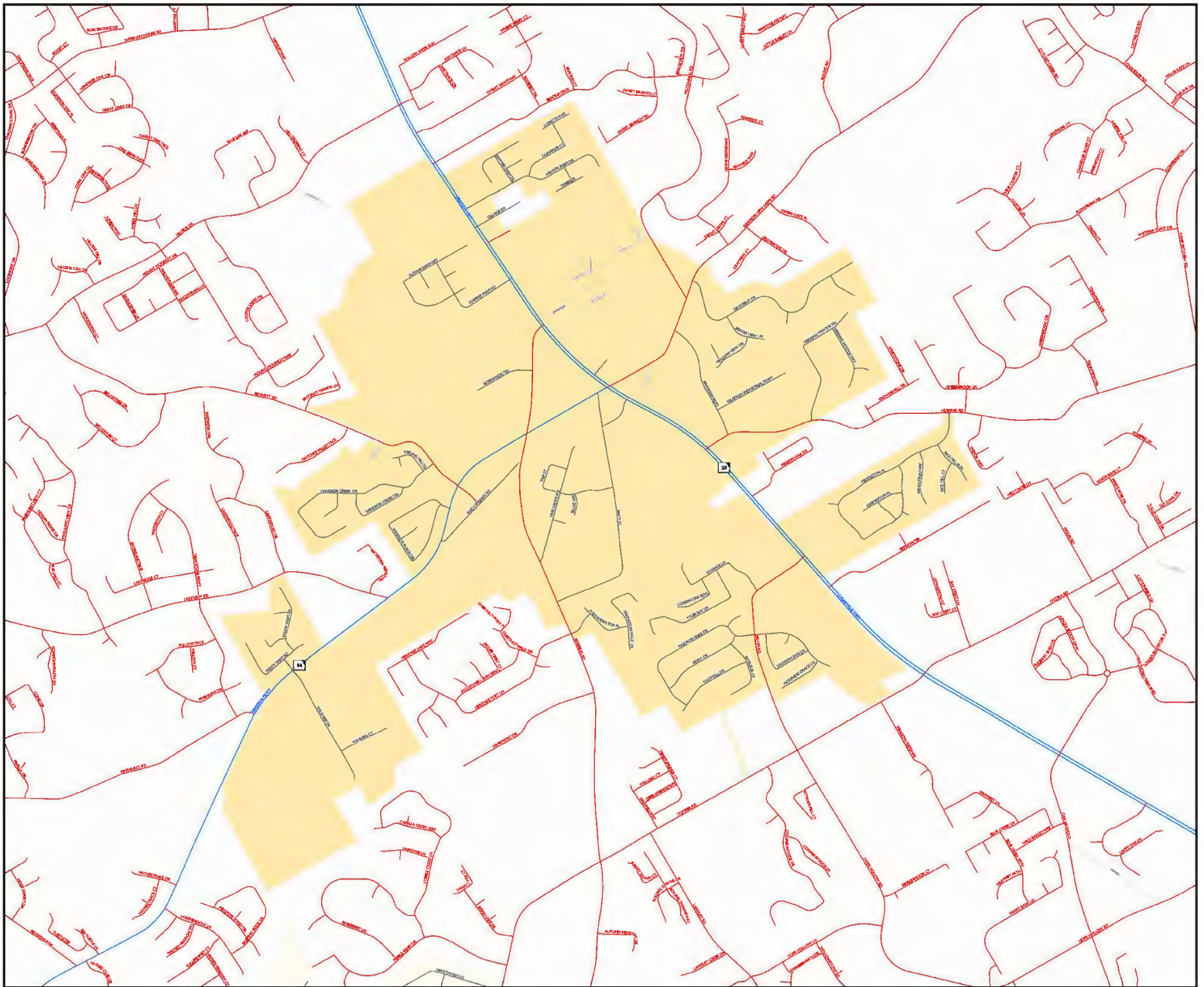
- State Roads
- County Maintained
- City Maintained
- Private Roads
- Cities

Date: 2/13/2020

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**Gwinnett**

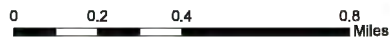


## GWINNETT COUNTY ROAD SYSTEM MAINTENANCE GRAYSON

- State Roads
- County Maintained
- City Maintained
- Private Roads
- Cities

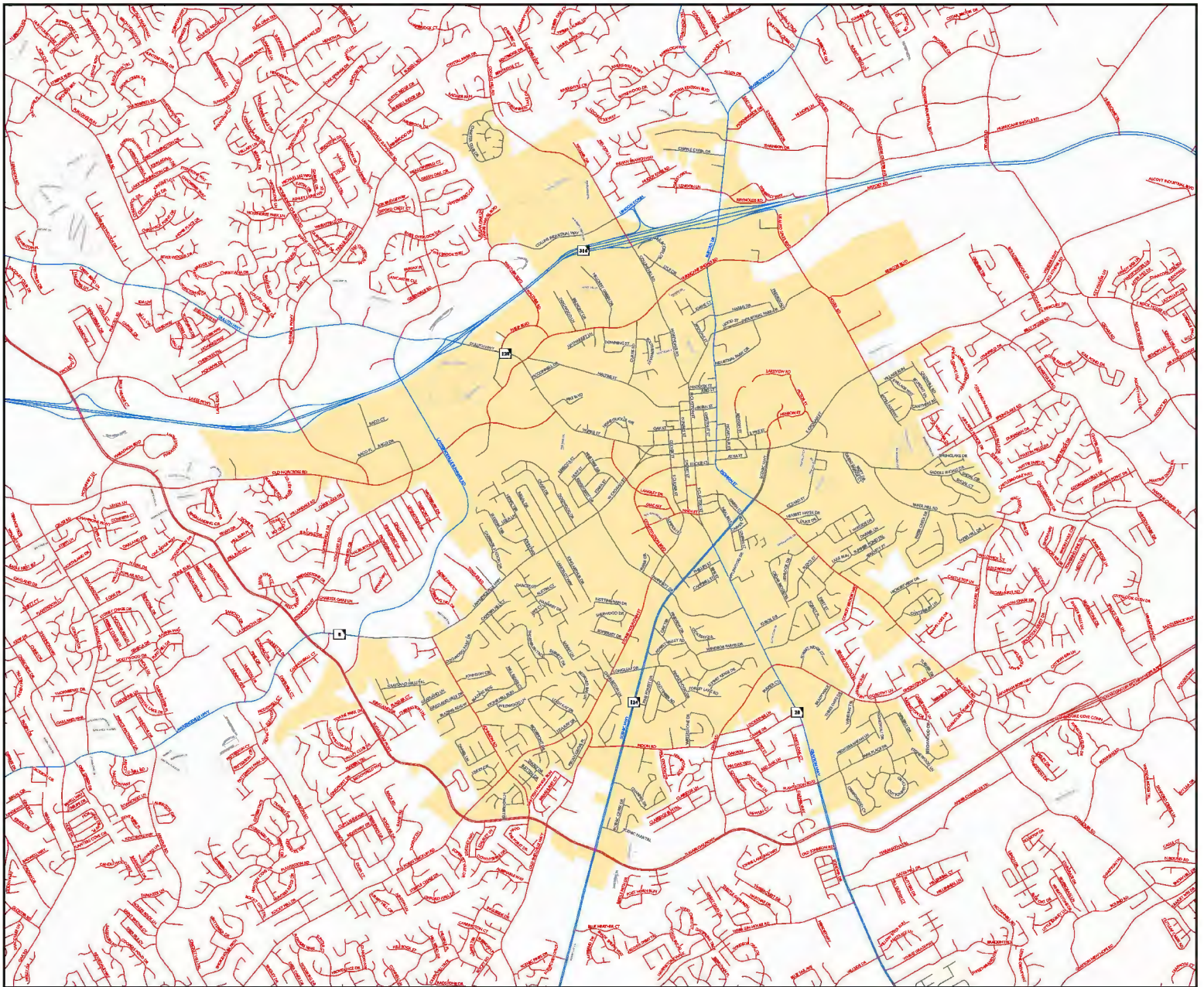
Date: 2/13/2020

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**Gwinnett**



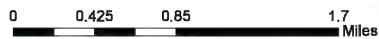


## GWINNETT COUNTY ROAD SYSTEM MAINTENANCE LAWRENCEVILLE

- State Roads
- County Maintained
- City Maintained
- Private Roads
- Cities

Date: 2/13/2020

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Gwinnett

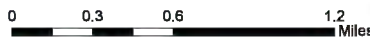


## GWINNETT COUNTY ROAD SYSTEM MAINTENANCE LILBURN

- State Roads
- County Maintained
- City Maintained
- Private Roads
- Cities

Date: 2/13/2020

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**Gwinnett**

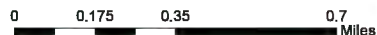


## GWINNETT COUNTY ROAD SYSTEM MAINTENANCE LOGANVILLE

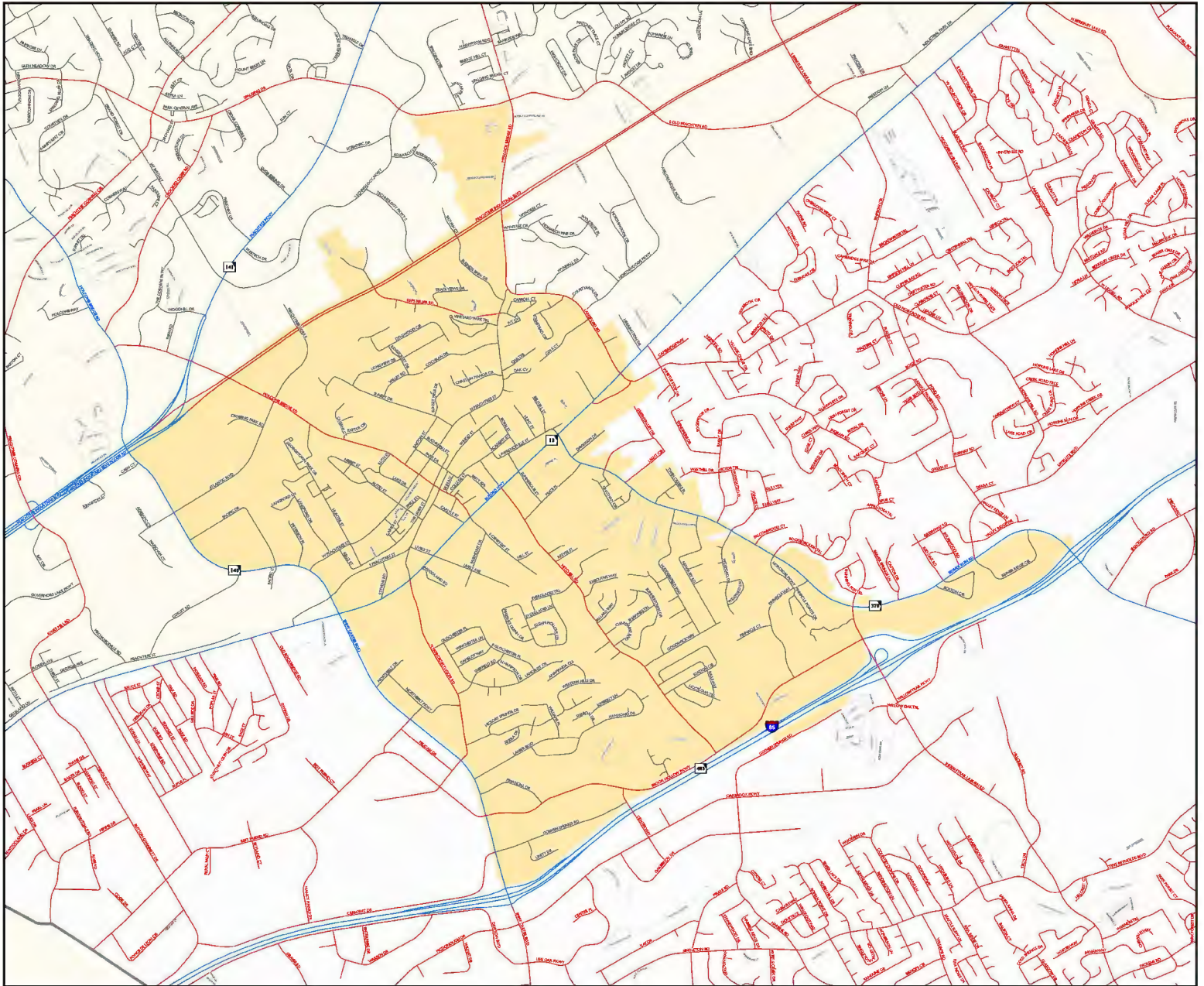
- State Roads
- County Maintained
- City Maintained
- Private Roads
- Cities

Date: 2/13/2020

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**Gwinnett**

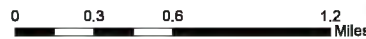


## GWINNETT COUNTY ROAD SYSTEM MAINTENANCE NORCROSS

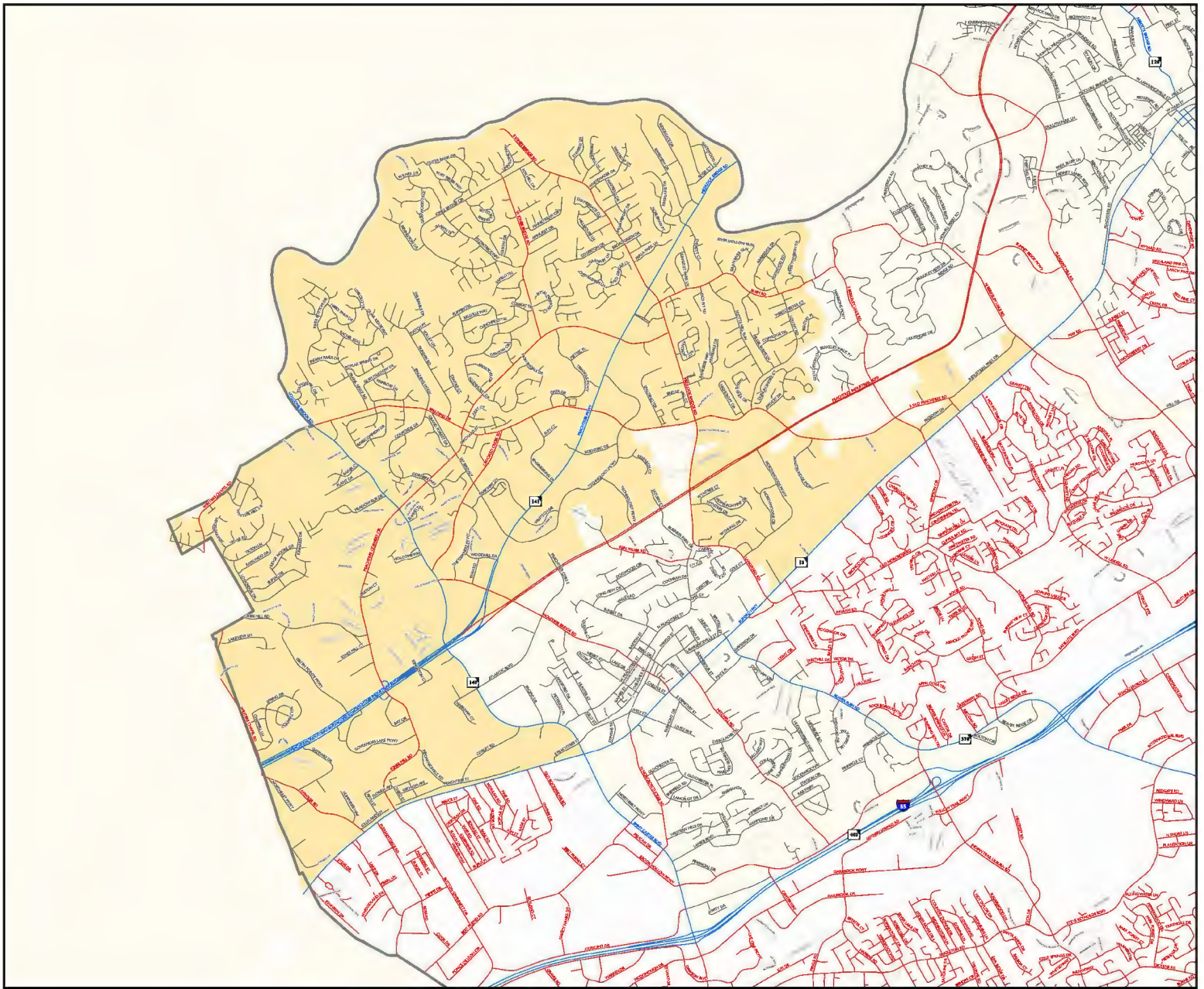
- State Roads
- County Maintained
- City Maintained
- Private Roads
- Cities

Date: 2/13/2020

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**Gwinnett**



## GWINNETT COUNTY ROAD SYSTEM MAINTENANCE PEACHTREE CORNERS

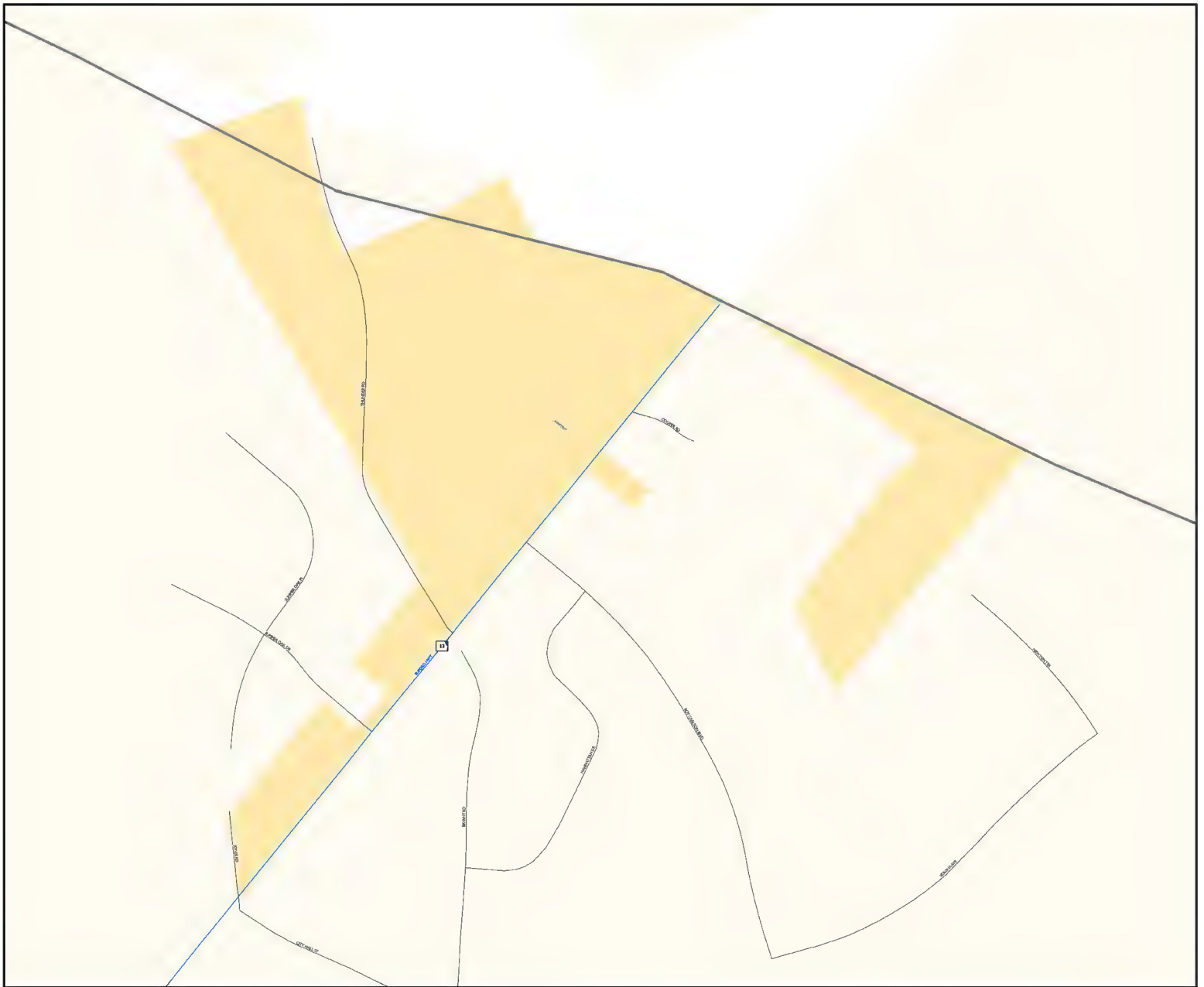
- State Roads
- County Maintained
- City Maintained
- Private Roads
- Cities

Date: 2/13/2020






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**Gwinnett**

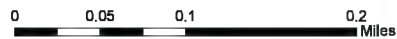


## GWINNETT COUNTY ROAD SYSTEM MAINTENANCE REST HAVEN

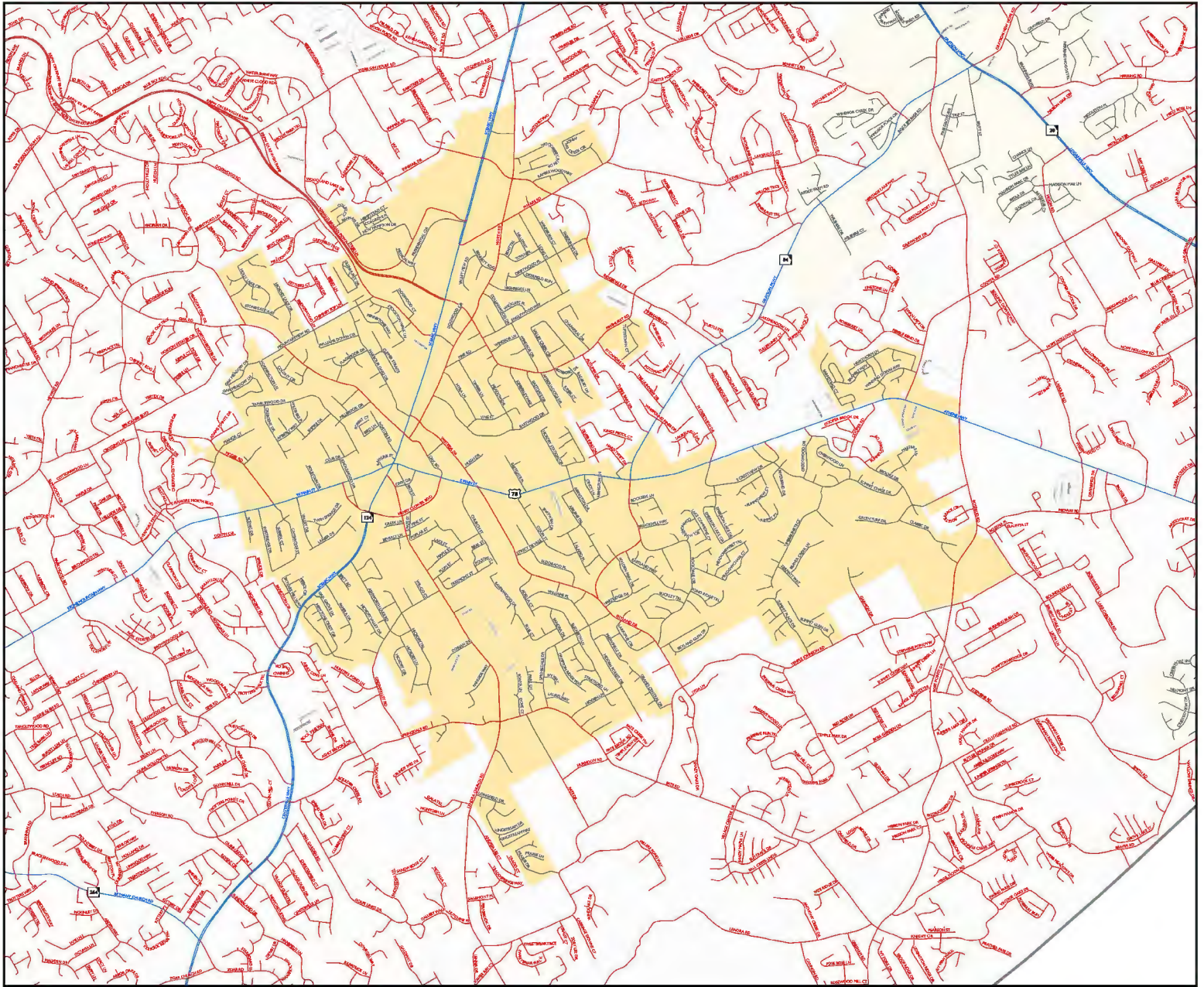
	State Roads
	County Maintained
	City Maintained
	Private Roads
	Cities

Date: 2/13/2020

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**Gwinnett**

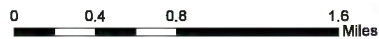


## GWINNETT COUNTY ROAD SYSTEM MAINTENANCE SNELLVILLE

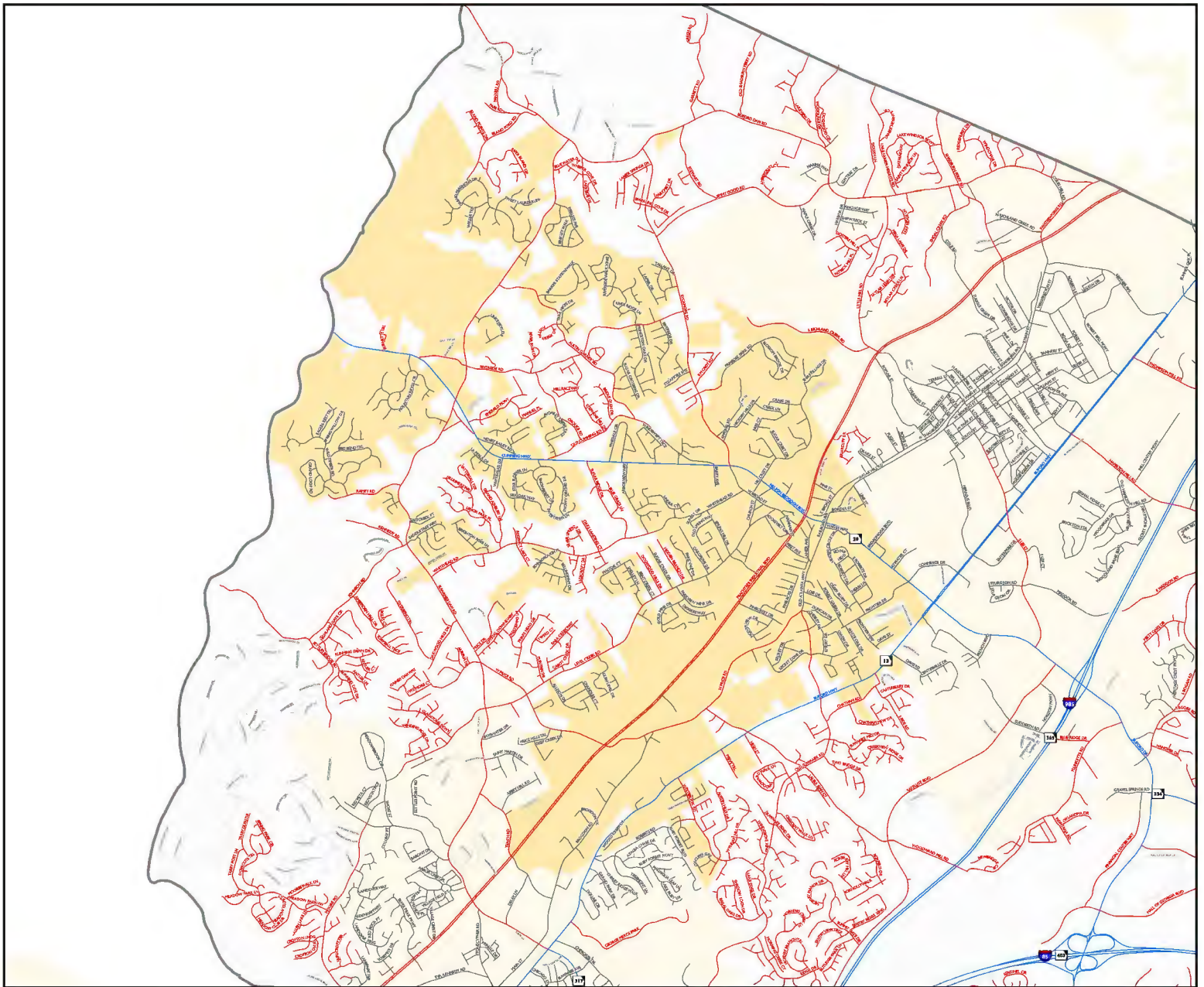
- State Roads
- County Maintained
- City Maintained
- Private Roads
- Cities

Date: 2/13/2020

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**Gwinnett**

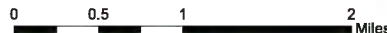


## GWINNETT COUNTY ROAD SYSTEM MAINTENANCE SUGAR HILL

- State Roads
- County Maintained
- City Maintained
- Private Roads
- Cities

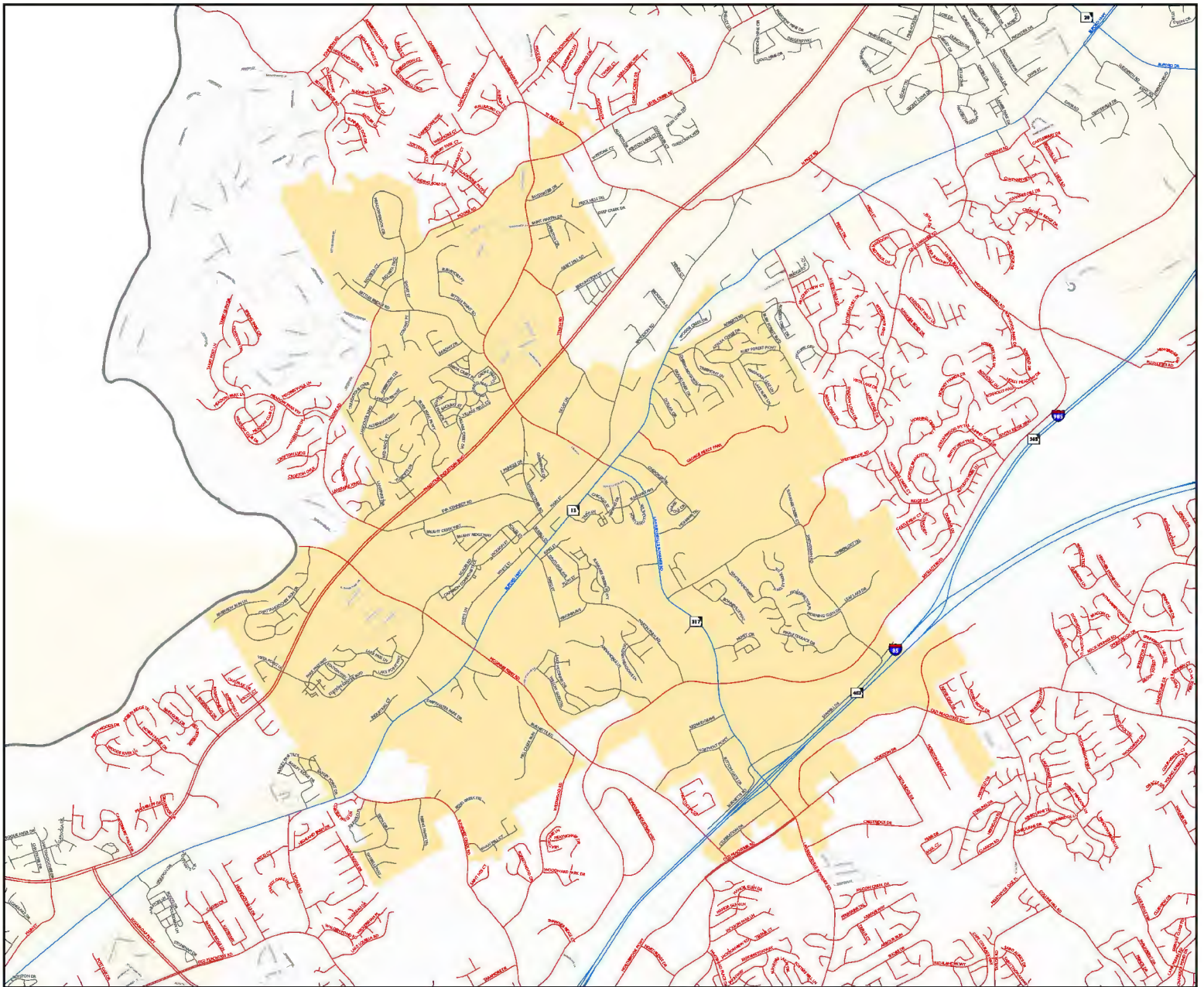
Date: 2/21/2020

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Gwinnett



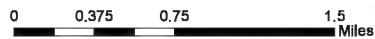


## GWINNETT COUNTY ROAD SYSTEM MAINTENANCE SUWANEE

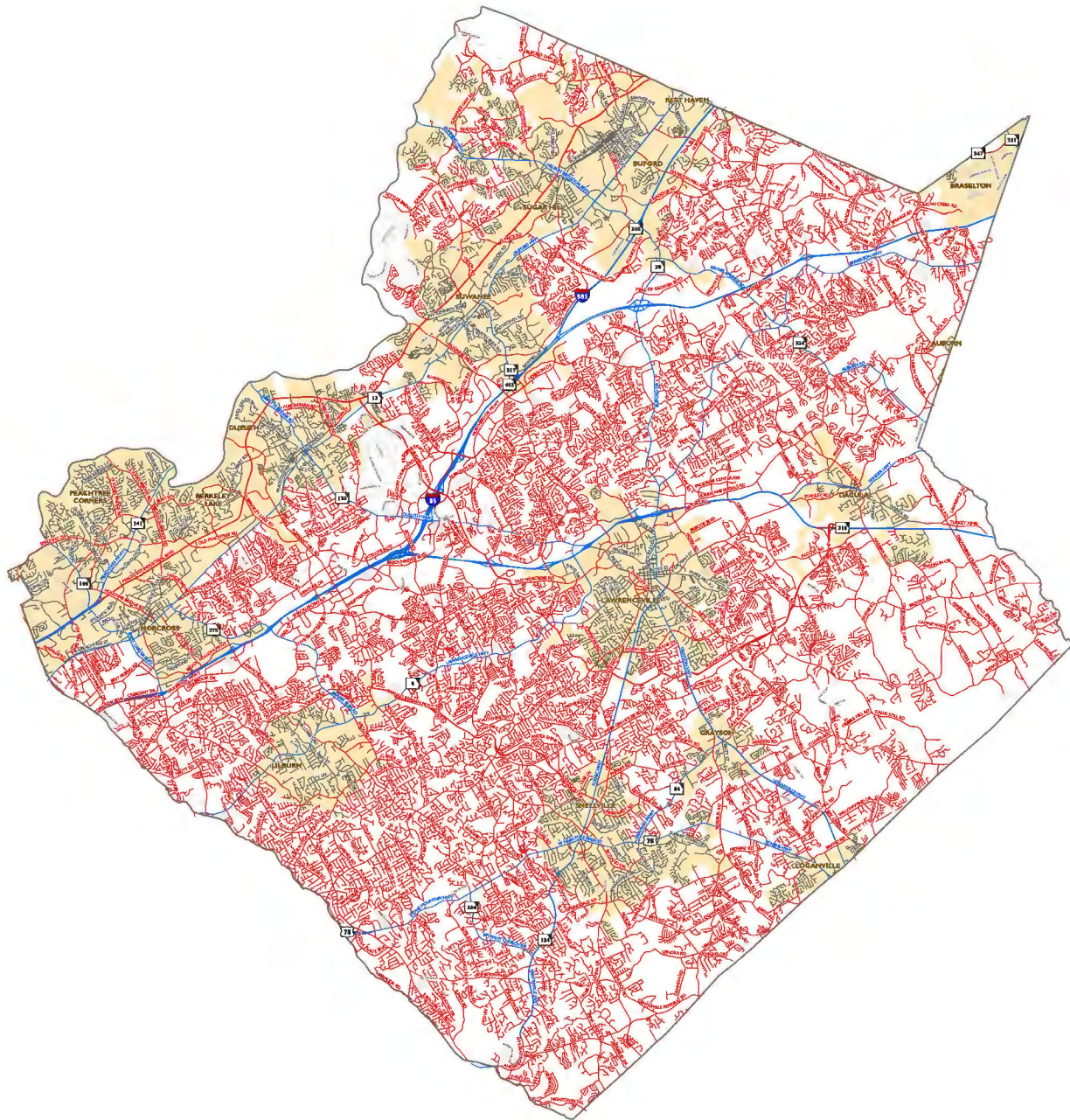
- State Roads
- County Maintained
- City Maintained
- Private Roads
- Cities

Date: 2/13/2020

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**Gwinnett**



## GWINNETT COUNTY ROAD SYSTEM MAINTENANCE ALL ROADS

- State Roads
- County Maintained
- City Maintained
- Private Roads
- Cities
- County Boundary

**Date: 2/21/2020**

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**2020 PROPOSED ROADS ON WHICH GWINNETT COUNTY WILL RETAIN MAINTENANCE  
RESPONSIBILITY-----REGARDLESS OF CITY BOUNDARIES**

<b>ROAD</b>	<b>FROM</b>	<b>TO</b>	<b>LENGTH</b>
ALBION FARM ROAD	SR 120 / DULUTH HWY	ROGERS BRIDGE ROAD	1.13
ALCOVY ROAD	SWEETGUM RD	HARBINS RD	3.15
AMWILER ROAD	US 23 / SR 13 / BUFORD HWY	WINTERS CHAPEL RD	0.89
AMELIA GROVE WAY	WINDER HWY	AMELIA GROVE LANE	0.11
ANNISTOWN ROAD	SR 124 / CENTERVILLE HWY	STONE DR	3.25
ARCADO ROAD	ROCKBRIDGE RD	US 29 / LAWRENCEVILLE HWY	3.69
ARNOLD ROAD	US 29 / LAWRENCEVILLE HWY	FIVE FORKS TRICKUM ROAD	2.16
ATKINSON ROAD	SUGARLOAF PKWY	SR 120	1.59
AUBURN AVE	DACULA ROAD	BAILEY RD	1.85
BAILEY ROAD	SR 324 / AUBURN RD	FENCE RD	1.44
BAILEY WOODS ROAD	SR 324 / AUBURN RD	FENCE RD	1.15
BENNETT ROAD	ROCK SPRINGS RD	HILLSIDE DR	1.37
BENSON ST	940 LF BENSON ST (PARK PROPERTY)	LAKEVIEW DR	0.20
BERKELEY LAKE RD	PEACHTREE INDUSTRIAL BLVD	PEACHTREE INDUSTRIAL BLVD	2.36
BEST FRIEND RD	BROOKHOLLOW PKWY	DEKALB COUNTY LINE	1.77
BETHESDA CHURCH RD	LAWRENCEVILLE HWY / US 29	RONALD REAGAN PKWY	1.61
BETHESDA SCHOOL RD	CRUSE RD	LAWRENCEVILLE HWY / US 29	1.39
BOGGS RD	SR 120 / DULUTH HWY	OLD NORCROSS RD	1.88
BOLD SPRINGS RD	HARBINS RD	WALTON COUNTY LINE	2.83
BRAMLETT SHOALS RD	ALCOVY RD	NEW HOPE RD	3.09
BRAND RD	US 78 / ATLANTA HWY	BAY CREEK RD	1.15
BRECKENRIDGE BL	PLEASANT HILL RD	SR 120	3.60
BRISCOE BOULEVARD	HOSEA ROAD	E END	1.03
BRITT RD	JIMMY CARTER BLVD	DEKALB COUNTY LINE	1.34
BROOK HOLLOW PARKWAY	INDIAN TRAIL ROAD	JIMMY CARTER BOULEVARD	2.12
BROOKS RD	HARBINS RD	BRAMLETT SHOALS	3.91
BRUSHY FORK ROAD	ROSEBUD ROAD	TEMPLE JOHNSON ROAD	1.56
BUFORD DAM RD	PANNELL RD	SOUTH WATERWORKS RD	5.35
BUNTEN RD	OLD PEACHTREE RD	SR 120	1.62
BURNS RD	PLEASANT HILL RD	DICKENS RD	2.90
BUSH RD	MEDLOCK BRIDGE	BERKELEY LAKE RD	1.49
BUSINESS DRIVE	LILBURN INDUSTRIAL WAY SW	BUSINESS PARK COURT	0.10
BUSINESS PARK COURT	WEST END	EAST END	0.12
CAMPBELL RD	BROOKS RD	ALCOVY RD	1.50
CEDARS RD	WINDER HWY	OLD FOUNTAIN RD	2.52
CENTERVILLE-ROSEBUD RD	SR 124 / CENTERVILLE HWY	WALTON COUNTY LINE	4.81
CHANDLER RD	NEW HOPE RD	GRAYSON-NEW HOPE	1.88
CLACK RD	FENCE RD	MT MORIAH RD	1.33
CLUB DR	CRUSE RD	SHACKLEFORD RD	3.14
COLE DR	ARCADO RD	FIVE FORKS TRICKUM ROAD	1.87
COLLINS HILL RD	SR 316 / UNIVERSITY PKWY	OLD PEACHTREE RD	5.01
COOPER RD	US 78 / ATLANTA HWY	SR 20 / LOGANVILLE HWY	1.60
CONSTITUTION BOULEVARD	SOUTH CULVER STREET	STONE MOUNTAIN ST	0.85
CREEK DR	DAVENPORT RD	US 23 / SR 13 / BUFORD HWY	0.84
CRESTRIDGE DR	LAWRENCEVILLE-SUWANEE RD	VISTA RIDGE DR	0.74
CROOKED CREEK RD	SPALDING DR	HOLCOMB BRIDGE	1.19
CRUSE RD	PLEASANT HILL RD	SUGARLOAF PKWY	3.84
DACULA RD	SR 8 / WINDER HWY	SR 324 / AUBURN RD	3.75
DAVIS RD	MOON RD	SR 20	0.59
DEAN RD	OLD PEACHTREE RD	LAWRENCEVILLE SUWANEE ROAD	1.40
DICKENS RD	ROCKBRIDGE RD	BURNS RD	2.46
DOGWOOD RD	SR 124	OAK RD	3.15
DONS WAY (SEMINARY ST)	CLAYTON ST	PERRY ST	0.07
EAST JONES BRIDGE RD	PEACHTREE PKWY	N END	1.65
EAST MADDOX RD	W END	SOUTH BOGAN RD	0.80
EAST PARK PLACE BL	ROCKBRIDGE RD	ROCKBRIDGE RD	0.83
EAST PIKE STREET (RHODES JORDAN PARK)	EAST CROGAN ST	WATER WORKS RD	0.23
EVERSON RD	LEACH RD	SR 124	1.34
EWING CHAPEL RD	ALCOVY RD	NEW HOPE RD	4.02
FENCE RD	SR 316 / UNIVERSITY PKWY	BARROW COUNTY LINE	6.64
FIVE FORKS TRICKUM RD	DEKALB COUNTY LINE	LONGLEAF DRIVE	11.02
FLOWERY BRANCH RD	SPOUT SPRINGS RD	SR 124	1.35
GARNER RD	LILBURN-STN MTN RD	FIVE FORKS TRICKUM ROAD	1.37
GJAC ALLEY	CONSTITUTION BOULEVARD	LANGLEY DRIVE	0.23
GRAVES RD	SOUTH NORCROSS-TUCKER RD	DAWSON BLVD	1.57
GRAYSON-NEW HOPE RD	NEW HOPE RD	SR 20 / GRAYSON HWY	3.25

**2020 PROPOSED ROADS ON WHICH GWINNETT COUNTY WILL RETAIN MAINTENANCE  
RESPONSIBILITY-----REGARDLESS OF CITY BOUNDARIES**

<b>ROAD</b>	<b>FROM</b>	<b>TO</b>	<b>LENGTH</b>
HAMILTON MILL PKWY	SR 124 / BRASELTON HWY	JIM MOORE RD	1.20
HAMILTON MILL RD	SR 124 / BRASELTON HWY	SR 13 / BUFORD HWY	6.14
HARBINS RD	US 29 / SR 8 / LAWRENCEVILLE HWY	PIRKLE RD	2.57
HARBINS RD	SR 8 / WINDER HWY	BARROW COUNTY LINE	6.60
HARMONY GROVE RD	ROCKBRIDGE RD	US 29 / LAWRENCEVILLE HWY	2.26
HENRY CLOWER BLVD	US 78 / WEST MAIN ST	US 78 / EAST MAIN ST	0.80
HENSON ST	WATER WORKS RD	VICTOR ST	0.20
HERRING ROAD	SR 20 / LOGANVILLE HWY	CAMP MITCHELL ROAD	1.60
HERRINGTON RD	ATKINSON RD	CRUSE RD	2.38
HEWATT RD	LEACH RD	OAK RD	3.59
HIGHPOINT RD	OAK RD	SPRINGDALE RD	3.48
HILLANDALE RD	OLD NORCROSS RD	SW END	0.39
HILLSIDE DR	PHARRS RD	SR 20 / GRAYSON HWY	2.20
HI-HOPE RD	SR 124 / BRASELTON HWY	SR 316 / UNIVERSITY PKWY	0.96
HOG MOUNTAIN RD	SR 124 / BRASELTON HWY	HOG MTN CHURCH RD	4.22
HOLCOMB BRIDGE RD	US 23 / SR 13 / BUFORD HWY	JIMMY CARTER BLVD	1.94
HOOD RD	RABBIT HILL CIR	CEDARS RD	1.53
HORIZON DR	LAWRENCEVILLE SUWANEE RD	E END	1.58
HOSEA RD	HURRICANE SHOALS ROAD	WINDER HWY	1.00
HOWELL CIRCLE	US 23 / SR 13 / BUFORD HWY	HOWELL CIRCLE	0.40
HOWELL FERRY ROAD	PLEASANT HILL ROAD	PEACHTREE INDUSTRIAL BLVD	0.33
HUFF DR	US 29 / LAWRENCEVILLE HWY	GLOSTER RD	1.16
HURRICANE SHOALS RD	OLD NORCROSS RD	SR 316 / UNIVERSITY PKWY	3.00
HURRICANE SHOALS RD	HI-HOPE RD	DACULA RD	3.90
INDIAN TRAIL-LILBURN RD	US 29 / LAWRENCEVILLE HWY	SR 378 / BEAVER RUIN RD	3.42
JAMES RD	US 29 / LAWRENCEVILLE HWY	CRUSE RD	1.10
JANMAR ROAD	SR 124 / SCENIC HWY	WEBB GIN HOUSE ROAD	1.13
JIMMY CARTER BLVD	US 29 / LAWRENCEVILLE HWY	I-85	2.93
JOHNSON RD	SUGARLOAF PKWY	US 29 / LAWRENCEVILLE HWY	1.38
JONES MILL RD	SR 141 / PEACHTREE INDUSTRIAL BLVD	US 23 / SR 13 / BUFORD HWY	1.13
KILGORE RD	CAMP BRANCH RD	SOUTH BOGAN RD	2.03
KILLIAN HILL RD	US 78 / STONE MOUNTAIN HWY	US 29 / LAWRENCEVILLE HWY	6.13
LAKE LUCERNE RD	FIVE FORKS TRICKUM ROAD	US 78 / STONE MOUNTAIN HWY	1.88
LAKEVIEW DR	VICTOR ST	BENSON ST	0.38
LANGFORD RD	OLD NORCROSS RD	MEDLOCK BRIDGE RD	0.82
LANGLEY DRIVE	PIKE STREET	NASH STREET	0.69
LAWRENCEVILLE SUWANEE RD	SUGARLOAF PKWY	LAWRENCEVILLE HWY / US 29	0.28
LAWRENCEVILLE SUWANEE RD	SR 120 / DULUTH HWY	I-85 BRIDGE	7.32
LEE RD	SR 124 / CENTERVILLE HWY	CENTERVILLE ROSEBUD RD	3.88
LENNA DR	CENTERVILLE ROSEBUD RD	LENORA CHURCH RD	0.65
LENORA CHURCH RD	ROCKDALE COUNTY LINE	SR 124 / SCENIC HWY	5.81
LESTER RD	US 29 / LAWRENCEVILLE HWY	RIVER DR	1.81
LEVEL CREEK RD	SUWANEE DAM RD	SUGAR CREEK DR	2.77
LILBURN INDUSTRIAL WAY	ARCADO RD	KILLIAN HILL RD	0.71
LILBURN-STONE MOUNTAIN RD	ARCADO RD	DEKALB COUNTY LINE	2.49
LITTLE MILL RD	BUFORD DAM RD	PEACHTREE INDUSTRIAL BLVD	1.31
LOUIS RD	KILLIAN HILL RD	NORTH RIVER DR	0.86
LUKE EDWARDS RD	ACE McMILLAN RD	INDIAN SHOALS RD	3.20
LUXOMNI ROAD	US 29 / LAWRENCEVILLE HWY	200' W CEDAR ROAD	0.65
MAIN ST	PEACHTREE INDUSTRIAL BLVD	ROGERS BRIDGE ROAD	0.94
MARTIN NASH RD	HEWATT RD	FIVE FORKS TRICKUM ROAD	1.10
MARTINS CHAPEL RD	ALCOVY RD	BRAMLETT SHOALS	1.48
MCCONNELL RD	GRAYSON NEW HOPE RD	N.END	1.24
MCDANIEL ST	BUFORD HWY/US 23	N.END	0.17
MCDONOUGH DR	JIMMY CARTER BL	GRAVES RD	1.03
MCGEE ROAD	US 78 / WEST MAIN ST	HIGHPOINT ROAD	1.05
MCGINNIS FERRY RD	SATELLITE BLVD	FULTON CTY LINE	2.31
MCGINNIS FERRY RD	LAWRENCEVILLE SUWANEE RD	SATELLITE BLVD	1.60
MEADOW CHURCH RD	OLD PEACHTREE RD	SR 120	2.23
MEDLOCK BRIDGE RD	PEACHTREE PKWY	LANGFORD RD	1.98
MEDLOCK BRIDGE RD SPUR	MEDLOCK BRIDGE	PEACHTREE PY	0.25
MILLER RD	LILBURN-STN MTN RD	COLE DR	1.39
MINERAL SPRINGS RD	SR 124 / BRASELTON HWY	CLACK RD	2.88
MITCHELL RD	US 23 / SR 13 / BUFORD HWY	BROOK HOLLOW PKWY	1.90
MONFORT RD	OLD NORCROSS RD	US 29 / LAWRENCEVILLE HWY	1.37
MOON PLACE RD	WEBB GIN HOUSE RD	FIVE FORKS TRICKUM ROAD	1.59

**2020 PROPOSED ROADS ON WHICH GWINNETT COUNTY WILL RETAIN MAINTENANCE  
RESPONSIBILITY-----REGARDLESS OF CITY BOUNDARIES**

<b>ROAD</b>	<b>FROM</b>	<b>TO</b>	<b>LENGTH</b>
MOON ROAD	OLD SNELLVILLE HWY	DAVIS RD	0.87
MOON ROAD	SR 20 / LOGANVILLE HWY	COOPER ROAD	0.40
MOORE ROAD	PEACHTREE INDUSTRIAL BLVD	SETTLES BRIDGE ROAD	1.82
MOORE ROAD	690' EAST OF MEADOWBROOK CIRCLE	SUWANEE DAM RD	0.84
NASH ST	W END	SOUTH CLAYTON ST	0.48
NEW HOPE RD	SR 124 / SCENIC HWY	HARBINS RD	10.08
NORTH BERKELEY LAKE RD	PEACHTREE INDUSTRIAL BLVD	US 23 / SR 13 / BUFORD HWY	0.74
NORTH BERKELEY LAKE ROAD	PLEASANT HILL ROAD	US 23 / SR 13 / BUFORD HWY	1.20
NORTH BOGAN RD	HAMILTON MILL RD	HALL COUNTY LINE	2.36
NORTH BROWN RD	SR 120	OLD PEACHTREE RD	1.62
NORTH DESHONG RD	DEKALB COUNTY LINE	ANNISTOWN RD	0.75
NORTH NORCROSS-TUCKER RD	JIMMY CARTER BLVD	US 23 / SR 13 / BUFORD HWY	0.94
NORTH PRICE RD	PEACHTREE INDUSTRIAL BLVD	OLD SUWANEE RD	1.92
NORTH RD	SR 124	OAK RD	2.53
NORTH RIVER DR	RIVER DR	ARCADO RD	0.76
OAK RD	HUFF DR	1000 FT. NORTH OF US 78	5.30
OAKBROOK PY	INDIAN TRAIL RD	JIMMY CARTER BLVD	2.23
OAKLAND RD	HERRINGTON RD	US 29 / LAWRENCEVILLE HWY	2.79
OLD FOUNTAIN RD	SR 124 / BRASELTON HWY	SR 324 / AUBURN RD	3.83
OLD LOGANVILLE RD	US 78	PATE RD	4.49
OLD NORCROSS RD	US 23 / SR 13 / BUFORD HWY	PIKE STREET	11.49
OLD NORCROSS TUCKER RD	SOUTH NORCROSS-TUCKER RD	DEKALB COUNTY LINE	1.58
OLD PEACHTREE RD	US 23 / SR 13 / BUFORD HWY	LAWRENCEVILLE SUWANEE RD	6.81
OLD PEACHTREE RD	HORIZON DR	DACULA RD	9.85
OLD ROSSER RD	HARMONY GROVE RD	DEKALB COUNTY LINE	0.91
OLD SNELLVILLE HWY	FIVE FORKS TRICKUM ROAD	SUGARLOAF PARKWAY	0.79
OZORA RD	SR 20 / LOGANVILLE HWY	WALTON COUNTY LINE	5.30
PADEN DR	US 29	CRUSE RD	1.34
PARKWOOD RD	US 78	SR 124	1.80
PATE RD	LENORA CHURCH RD	ROSEBUD RD	2.93
PATTERSON RD	FIVE FORKS TRICKUM ROAD	US 29 / LAWRENCEVILLE HWY	1.53
PEACHTREE CORNERS CIR	PEACHTREE INDUSTRIAL BLVD	MEDLOCK BRIDGE RD	4.12
PEACHTREE IND. BLVD.	HOLCOMB BRIDGE RD	HALL COUNTY	20.82
PHARRS RD	SR 124 / SCENIC HWY	HILLSIDE DR	1.10
PHILIP BOULEVARD	HURRICANE SHOALS ROAD	DULUTH HWY	0.45
PINEHURST RD	SR 124 / SCENIC HWY	SR 84 / GRAYSON PKWY	2.86
PIRKLE RD	HARBINS RD	OAKBROOK PARKWAY	0.42
PITTARD RD	BUFORD HWY / US 23	DAVENPORT RD	0.57
PLEASANT HILL RD	US 29 / LAWRENCEVILLE HWY	FULTON COUNTY LINE	8.52
PLUNKETTS RD	WOODWARD MILL RD	SR 20 / BUFORD DR	1.80
POND RD	SATELLITE BLVD	OLD NORCROSS RD	1.07
POUNDS RD	FIVE FORKS TRICKUM ROAD	ROCKBRIDGE RD	1.83
PURCELL RD	SEVER RD	LAKES PARKWAY	0.94
REPS MILLER RD	PEACHTREE INDUSTRIAL BLVD	NORTH PEACHTREE ST	0.64
REYNOLDS ROAD	SR 20 / BUFORD DR	WIMBERLY WAY	0.33
RIDGE RD	HAMILTON MILL RD	HALL COUNTY LINE	2.10
RIDGE RD	SR 20 / BUFORD DR	PROSPECT RD	1.76
RIDGEDALE DRIVE	SR 124 / SCENIC HWY	PINEHURST ROAD	1.42
RIVER DR	NORTH RIVER DR	OAK RD	2.75
RIVERSIDE PARKWAY	LAWRENCEVILLE SUWANEE RD	OLD NORCROSS RD	2.67
RIVERSIDE RD	SYCAMORE RD	SR 20 / CUMMING HWY	2.25
ROBERTS RD	WESTBROOK RD	RUBY FOREST PKWY	0.70
ROCKDALE CIR	SKYLAND DR	US 78	0.80
ROCK SPRINGS RD	OLD PEACHTREE RD	OLD PEACHTREE RD	4.42
ROCKBRIDGE RD	JIMMY CARTER BLVD	STONE DR	8.78
ROGERS BRIDGE RD	PEACHTREE INDUSTRIAL BLVD	US 23 / SR 13 / BUFORD HWY	1.21
RONALD REAGAN PARKWAY	SR 124 / SCENIC HWY	PLEASANT HILL RD	6.99
ROSEBUD RD	SR 20 / GRAYSON HWY	WALTON COUNTY LINE	7.24
ROSS RD	ANNISTOWN RD	US 78	2.20
RUSSELL RD	SR 20 / BUFORD DR	LAWRENCEVILLE SUWANEE RD	2.89
SARDIS CHURCH RD	HAMILTON MILL RD	THOMPSON MILL RD	2.22
SATELLITE BLVD	BEAVER RUIN RD	SR 20	16.84
SATELLITE DR	SATELLITE BLVD	SUGARLOAF PKWY	0.75
SEABOARD INDUSTRIAL DRIVE	HOSEA ROAD	E END	0.25
SEVER RD	SR 120	OLD PEACHTREE RD	2.55
SHACKLEFORD RD	BEAVER RUIN RD	PLEASANT HILL RD	1.96

**2020 PROPOSED ROADS ON WHICH GWINNETT COUNTY WILL RETAIN MAINTENANCE  
RESPONSIBILITY-----REGARDLESS OF CITY BOUNDARIES**

<b>ROAD</b>	<b>FROM</b>	<b>TO</b>	<b>LENGTH</b>
SHADBURN FERRY RD	PEACHTREE INDUSTRIAL BLVD	HALL COUNTY LINE	1.31
SIMONTON RD	SR 20 / GRAYSON HWY	MARTINS CHAPEL	3.29
SIMPSON CIR	OLD NORCROSS RD	US 23 / SR 13 / BUFORD HWY	0.80
SINGLETON RD	JIMMY CARTER BLVD	INDIAN TRAIL RD	2.75
SKYLAND DR	US 78 / EAST MAIN ST	PATE RD	2.65
SOUTH BERKELEY LAKE RD	US 23 / SR 13 / BUFORD HWY	PEACHTREE INDUSTRIAL BLVD	0.60
SOUTH BOGAN RD	SR 20 / BUFORD DR	HAMILTON MILL RD	2.03
SOUTH LEE ST	SR 20 / BUFORD DR	WATSON STREET	1.64
SOUTH NORCROSS TUCKER RD	JIMMY CARTER BLVD	DEKALB COUNTY LINE	1.39
SOUTH OLD PEACHTREE RD	US 23 / SR 13 / BUFORD HWY	MEDLOCK BRIDGE RD	2.23
SOUTH ROCKBRIDGE RD	NORTH DESHONG RD	DEKALB COUNTY LINE	2.55
SOUTH SCALES RD	US 23 / SR 13 / BUFORD HWY	OLD PEACHTREE RD	0.70
SOUTH WATERWORKS RD	HALL COUNTY LINE	PEACHTREE INDUSTRIAL BLVD	0.69
SPALDING DR	MEDLOCK BRIDGE RD	FULTON COUNTY LINE	3.62
SPOUT SPRINGS RD	SR 124 / BRASELTON HWY	HALL COUNTY LINE	2.37
SPRINGDALE RD	SR 124 / CENTERVILLE HWY	LENORA CHURCH RD	1.47
STANLEY ROAD	SR 8 / WINDER HWY	MCMILLIAN RD	1.58
STEVE REYNOLDS BL	INDIAN TRAIL RD	PLEASANT HILL RD	4.23
STONE DR	US 78	ROCKBRIDGE RD	1.32
STONE MOUNTAIN ST	LONGLEAF DRIVE	GWINNETT DR	0.70
SUGARLOAF PKWY	PEACHTREE INDUSTRIAL BLVD	SR 20	12.20
SUGARLOAF PKWY	SR 20 / BUFORD DR	SR 316 EAST / UNIVERSITY PKWY	5.75
SUMMIT RIDGE PARKWAY	PEACHTREE INDUSTRIAL BLVD	PLEASANT HILL ROAD	0.79
SUWANEE CREEK ROAD	US 23 / SR 13 / BUFORD HWY	WILDWOOD ROAD	1.44
SUWANEE DAM RD	US 23 / SR 13 / BUFORD HWY	BUFORD DAM RD	7.29
SWEETGUM RD	WINDER HWY	ALCOVY RD	1.21
SYCAMORE RD	BUFORD DAM RD	SR 20 / US 23 / BUFORD HWY	2.61
TENCH ROAD	SUWANEE DAM ROAD	PEACHTREE INDUSTRIAL BLVD	0.57
THOMPSON MILL RD	SR 13 / BUFORD HWY	HALL COUNTY LINE	6.82
THOMPSON MILL RD	SR 211 / OLD WINDER HWY	HALL COUNTY LINE	1.09
TOM SMITH RD	FIVE FORKS TRICKUM ROAD	RIVER DR	1.26
TREE LANE	SR 124 / SCENIC HWY	WEBB GIN HOUSE	2.01
US AUTO SALES BLVD	SR 316 / UNIVERSITY PKWY	HURRICANE SHOALS ROAD	0.27
VICTOR ST	WINDER HWY / E CROGAN ST	LAKEVIEW DR	0.39
WALTHER ROAD	PHILIP BOULEVARD	SR 316 / UNIVERSITY PKWY	0.25
WATER WORKS RD	N END	S END	0.18
WEBB GIN HOUSE RD	SR 20	DOGWOOD RD	4.58
WEST JONES BRIDGE RD	JONES BRIDGE CIR	PEACHTREE CORNERS CIR	1.25
WEST LIDDELL RD	OLD NORCROSS RD	VENTURE DR	0.88
WEST PARK PLACE BL	US 78	ROCKBRIDGE RD	1.36
WEST PRICE RD	PEACHTREE INDUSTRIAL BLVD	SUWANEE DAM RD	1.20
WESTBROOK ROAD	US 23 / SR 13 / BUFORD HWY	SMITHTOWN ROAD	2.36
WILDWOOD RD	MCGINNIS FERRY RD	SATELLITE BLVD	1.69
WILLIAMS RD	JIMMY CARTER BLVD	SINGLETON RD	1.50
WIMBERLY WAY	REYNOLDS ROAD	SR 316 / UNIVERSITY PKWY	0.55
WINTERS CHAPEL RD	JONES MILL RD	DEKALB COUNTY LINE	0.20
WINTERS CHAPEL RD	DEKALB COUNTY LINE	AMWILER RD	0.70
WINTERS CHAPEL RD	FULTON COUNTY LINE	DEKALB COUNTY LINE	0.18
WISTERIA DR	US 78 / EAST MAIN ST	SR 124 / SCENIC HWY	0.63
<b>TOTAL</b>			<b>580.38</b>



SERVICE DELIVERY STRATEGY

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

**Make copies of this form and complete one for each service listed on FORM 1, Section IV.** Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

**COUNTY: GWINNETT COUNTY**

**Service: *Water***

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.)  Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
  
- b.)  Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
  
- c.)  One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):
  
- d.)  One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):
  
- e.)  Other (If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide service within each service area.): **Auburn, Braselton, Buford, Gwinnett County, Lawrenceville, Loganville, Suwanee**

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

**Yes** (if "Yes," you must attach additional documentation as described, below)

**No**

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<i>Local Government or Authority</i>	<i>Funding Method</i>
Auburn, Braselton, Buford	System/user fees, general funds, bond proceeds, grants
Lawrenceville, Loganville	System/user fees, general funds, bond proceeds, grants
Suwanee	System/user fees, general funds, bond proceeds, grants
Gwinnett County	Enterprise fund revenues, bond proceeds, grants, system/user fees

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

The service delivery strategy for water is being updated to show changes to the service delivery areas of the County and the municipalities identified above. The service delivery strategy for water services is also modified to remove the City of Norcross as a provider as Gwinnett County purchased the City's water and wastewater system. Additionally, the City of Buford provides water service to the City of Rest Haven.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
Wholesale Water Agreement	Gwinnett County and City of Loganville	1/17/2017 - 1/16/2027
Purchase - Water System	Gwinnett County and City of Norcross	5/2/2013 Purchase Complete

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

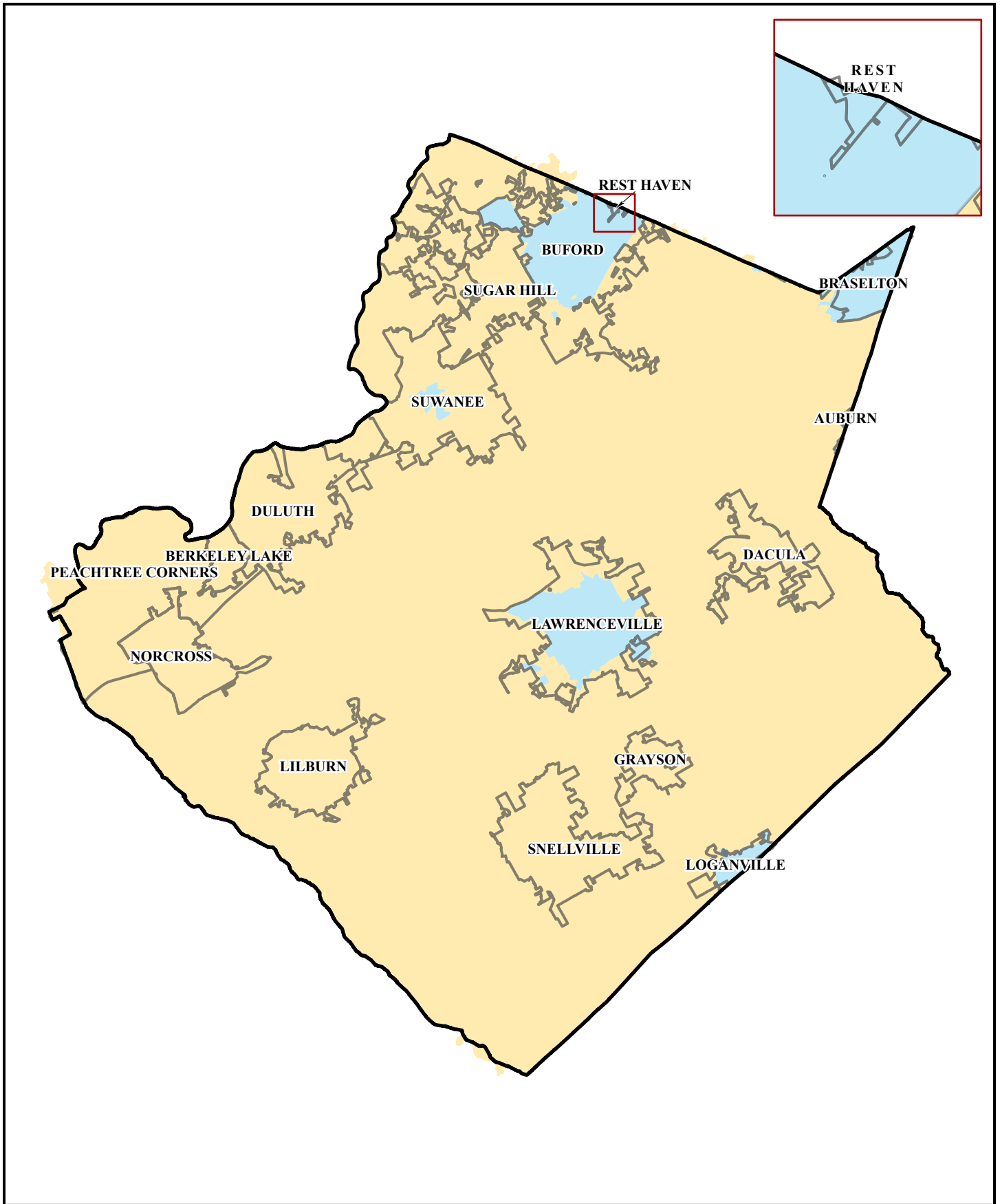
No additional implementation mechanisms have been identified other than those noted above.

7. Person completing form: **Theresa A. Cox, Deputy County Attorney**  
 Phone number: **770.822.8707**      Date completed: 02/27/2020

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy?  Yes  No

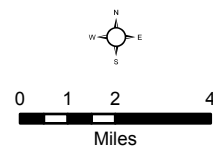
If not, provide designated contact person(s) and phone number(s) below:

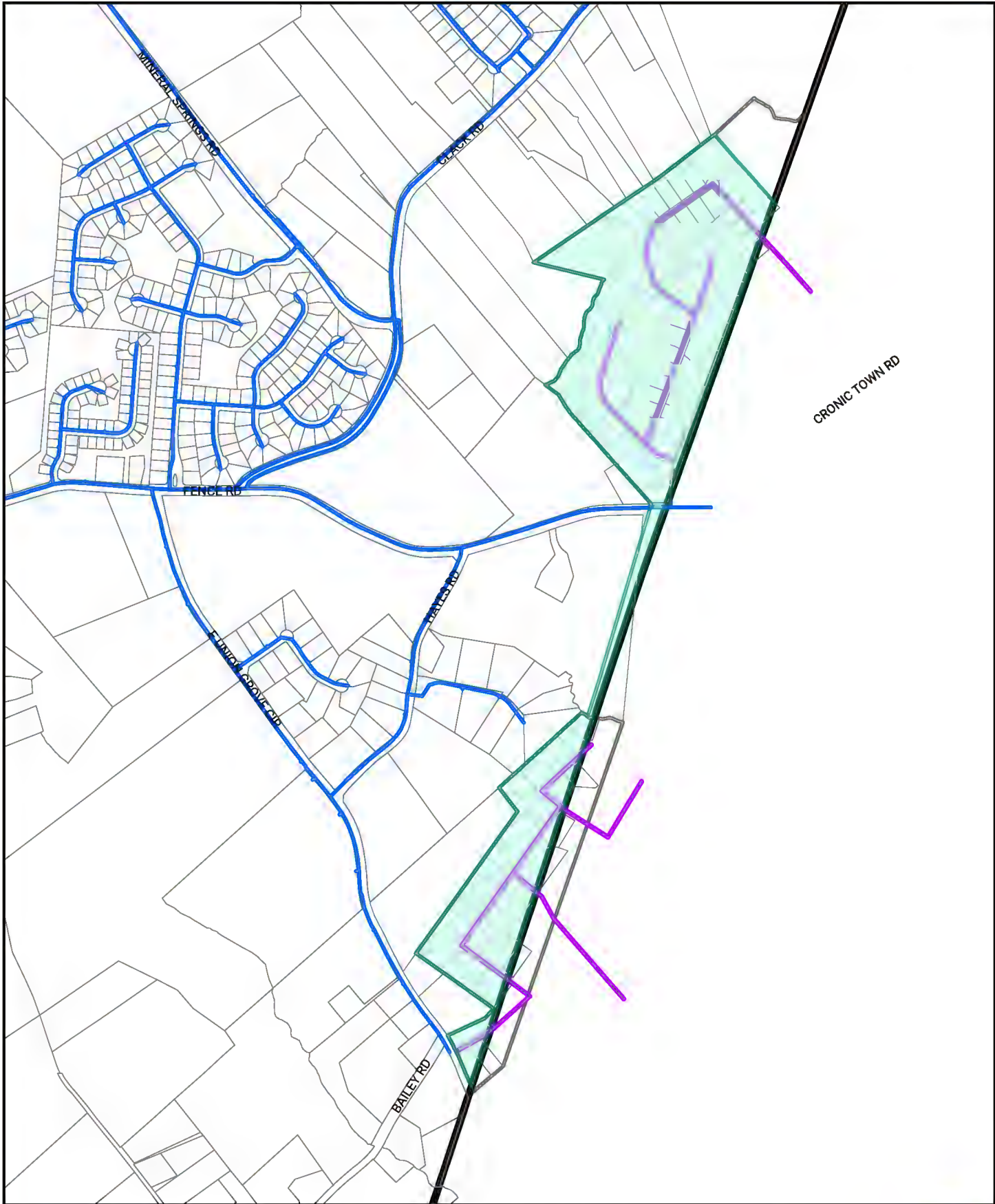




- County Maintained Water Infrastructure
- City Maintained Water Infrastructure
- City Boundary
- County Boundary

## Existing Water 2020



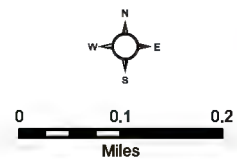


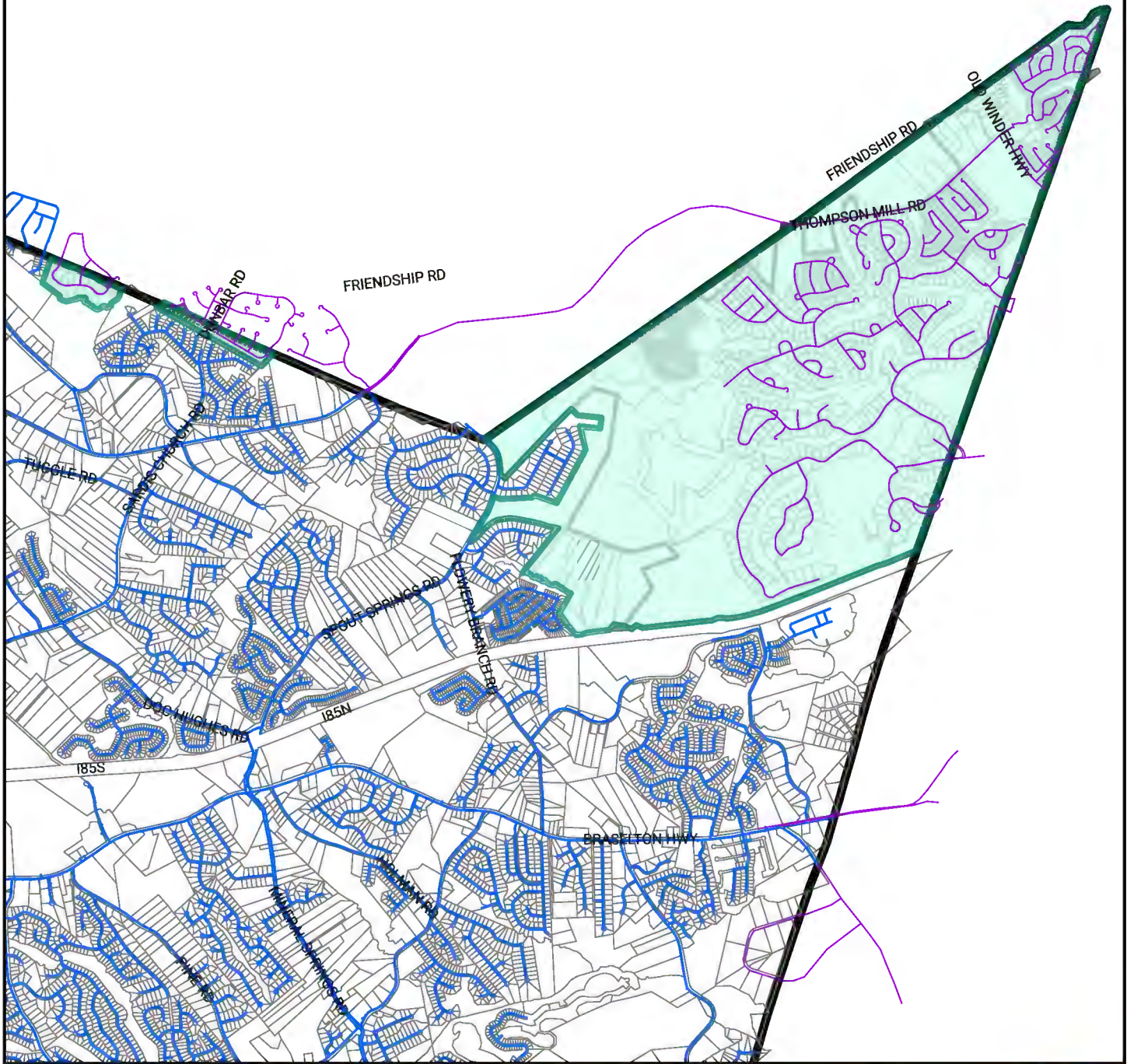
- City Water Main
- Gwinnett Water Main
- City Water Service Area
- County Boundary
- City Boundary

## Auburn Water SDS

2020

Final 2/25/2020



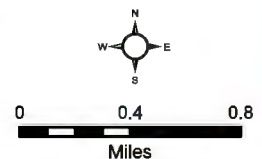


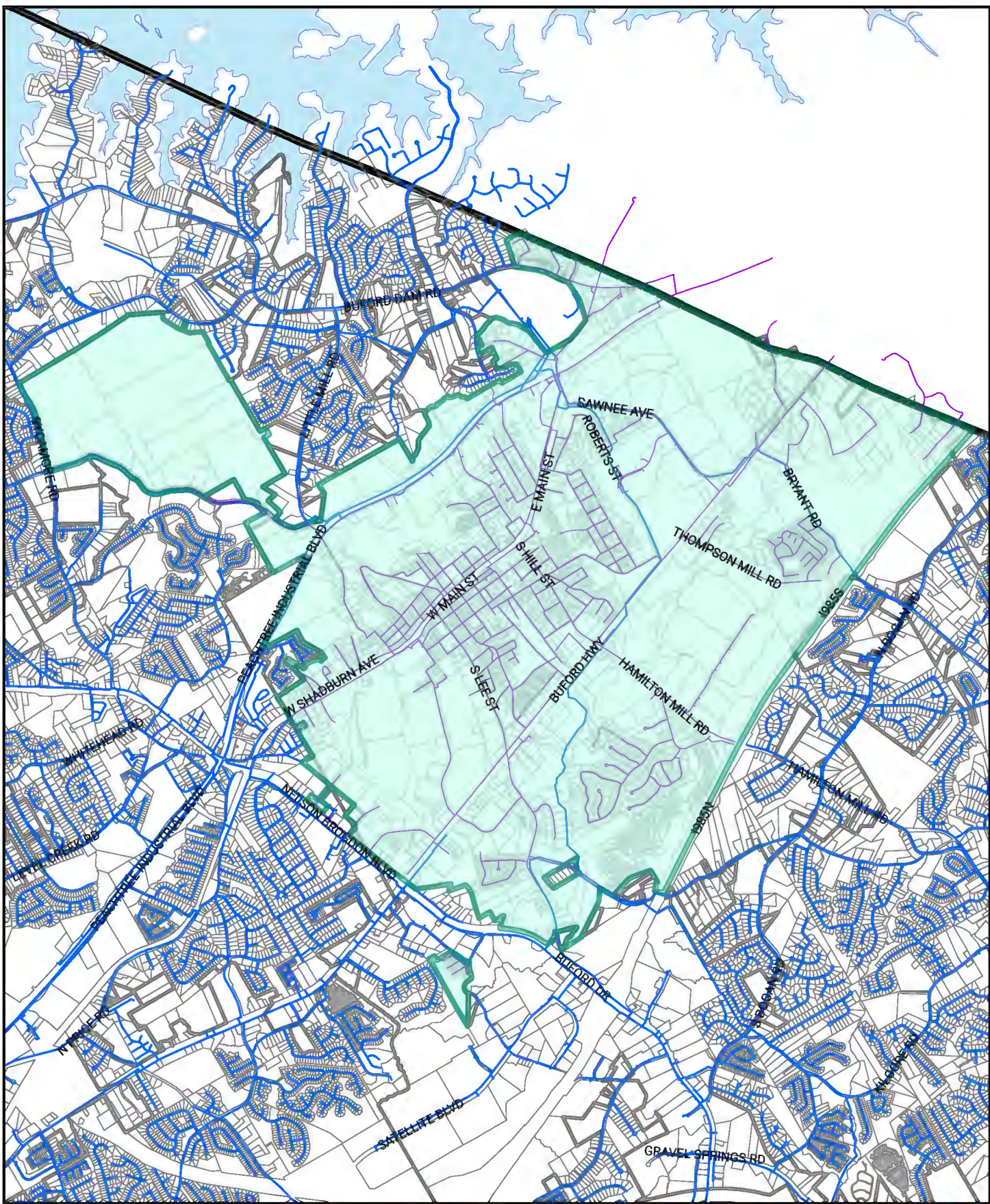
- City Water Main
- Gwinnett Water Main
- City Water Service Area
- County Boundary
- City Boundary

## Braselton Water SDS

2020

Final 2/25/2020



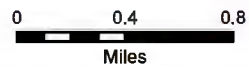


- City Water Main
- Gwinnett Water Main
- City Water Service Area
- County Boundary
- City Boundary

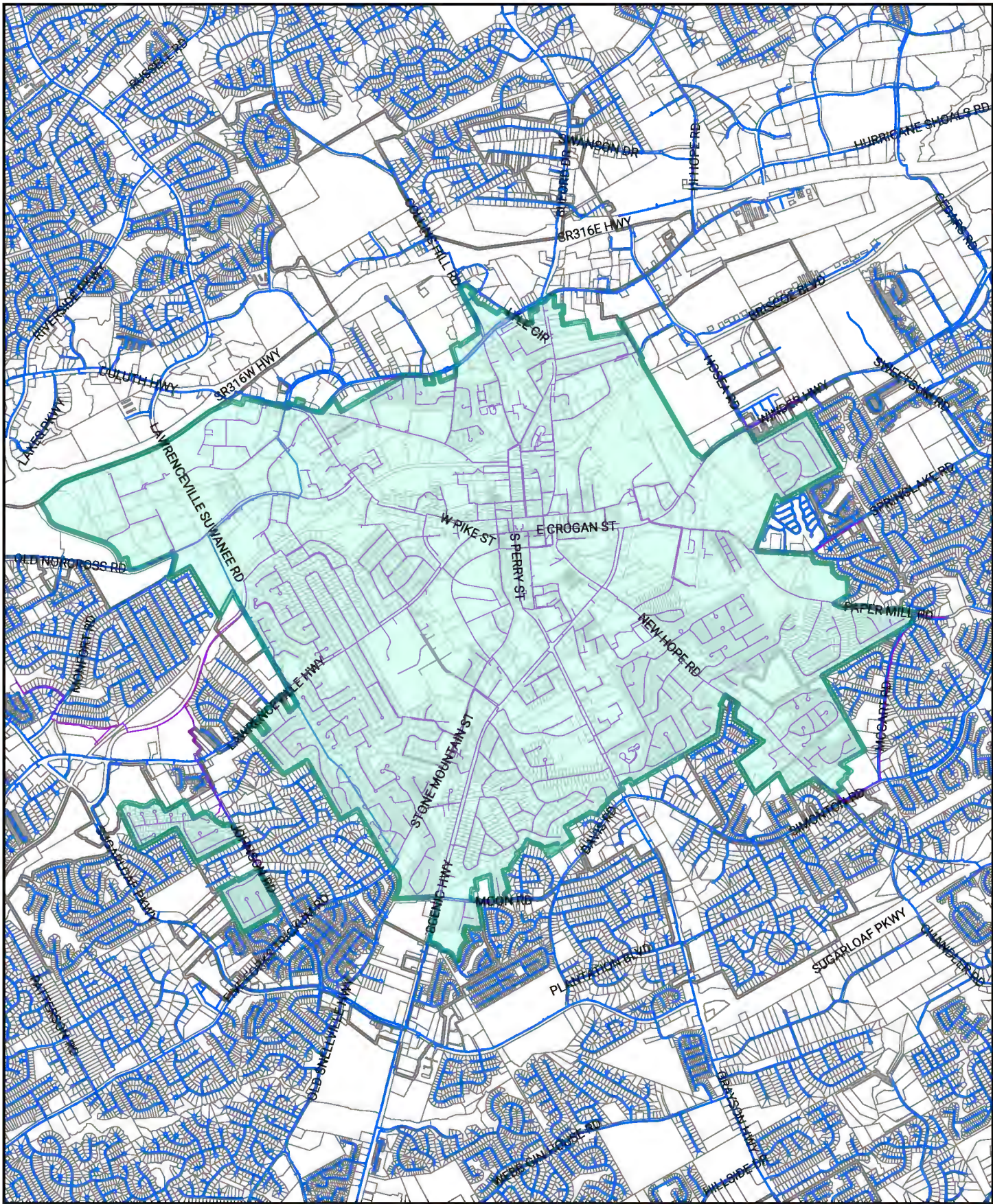
## Buford Water SDS

2020

Final 2/25/2020



Gwinnett

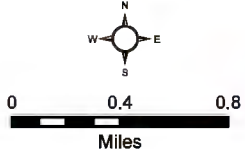


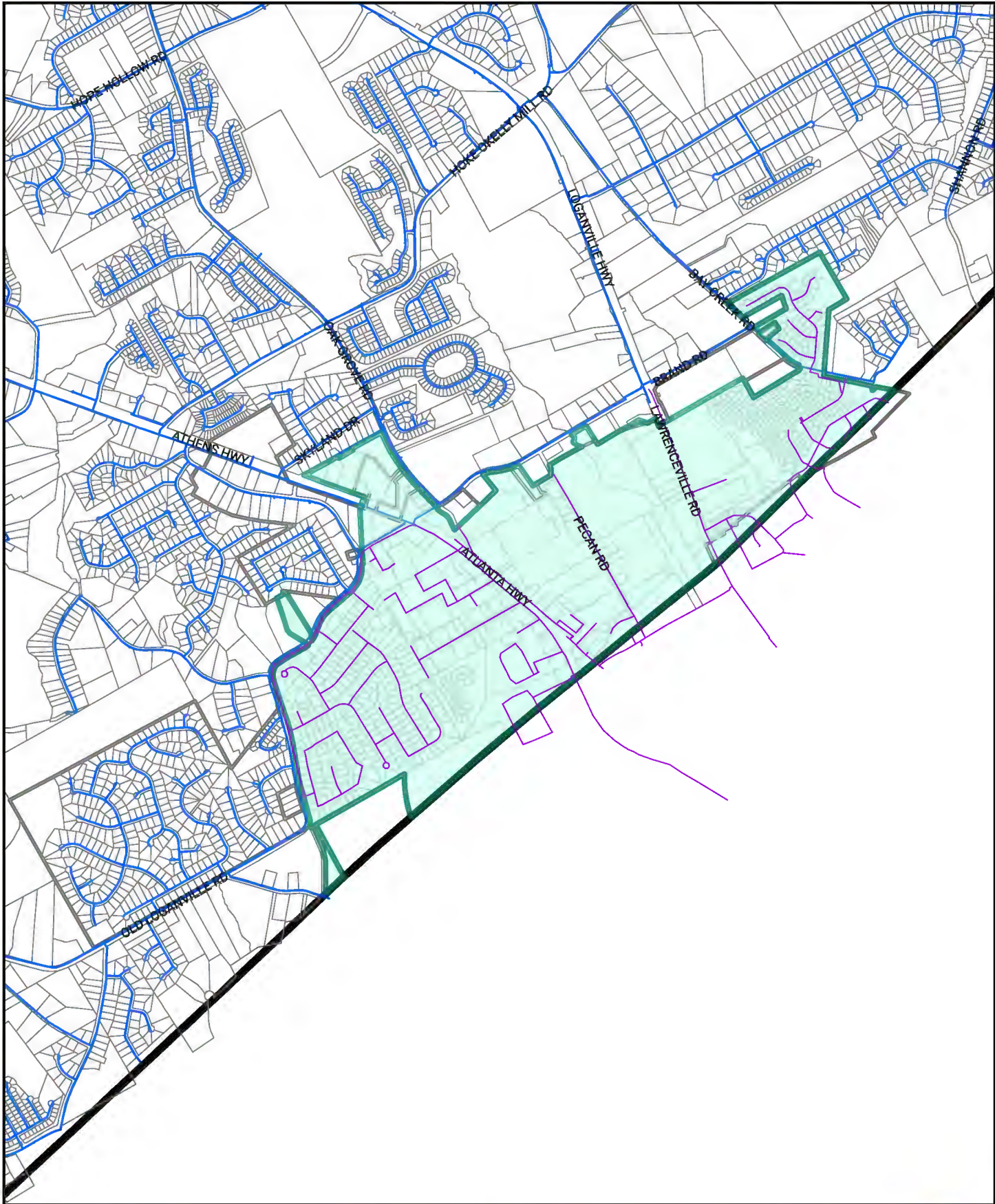
- City Water Main
- Gwinnett Water Main
- City Water Service Area
- County Boundary
- City Boundary

# Lawrenceville Water SDS

2020

Final 2/25/2020



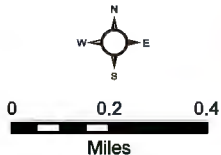


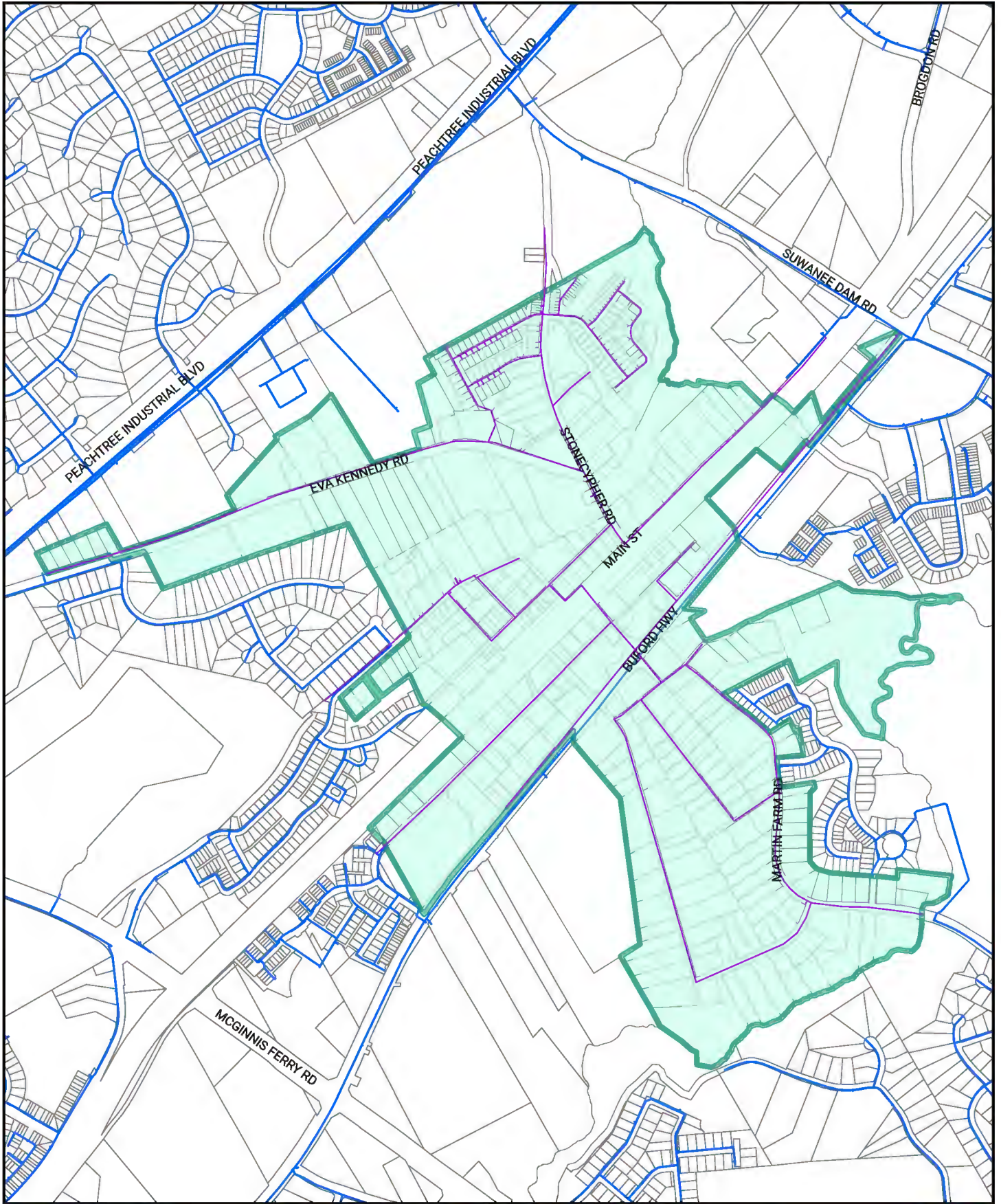
- City Water Main
- Gwinnett Water Main
- City Water Service Area
- County Boundary
- City Boundary

# Loganville Water SDS

## 2020

Final 02/25/2020





- City Water Main
- Gwinnett Water Main
- City Water Service Area
- County Boundary
- City Boundary

## Suwanee Water SDS

2020

Final 2/25/2020





SERVICE DELIVERY STRATEGY

FORM 3: Summary of Land Use Agreements

Instructions:

Answer each question below, attaching additional pages as necessary. Please note that any changes to the answers provided will require an update of the service delivery strategy. If the contact person for this service (listed at the bottom of this page) changes, this should be reported to the Department of Community Affairs.

COUNTY: GWINNETT COUNTY

1. What incompatibilities or conflicts between the land use plans of local governments were identified in the process of developing the service delivery strategy?

Gwinnett County is a large county that includes 16 municipalities. Currently, there are no land-use conflicts. To prevent incompatibilities or conflicts between and among the county and the municipalities, a dual-pronged approach is in place.

Aligning plans between and among the County's 16 municipalities is important to ensure there is coordination in development patterns and overarching policies. To foster an environment of cooperation and coordination between the County and its cities in our recent collective Unified/Comprehensive Planning efforts, the Gwinnett Planning & Development Department re-convened the Gwinnett Planning Committee (GPC), made up of planners from Gwinnett County and all of the Cities. The GPC provided a forum for the municipalities to participate in the process of creating Gwinnett County's 2040 Unified Plan. Although the Unified Plan is now complete, GPC meetings are continuing to be held quarterly, and are focused primarily on information sharing and discussions related to development issues of common interest.

Additionally, Gwinnett County utilizes a "Spheres of Influence" map, which illustrates the estimated breadth of the effects of land use and development patterns within the cities on the surrounding areas of unincorporated Gwinnett County, and vice versa. When the County has a development under consideration within a sphere of influence, it invites planning staff from the adjacent city to review the application and voice any concerns.

These collaborative information-sharing and review efforts between County and municipal planners will assist in identifying and mitigating the potential impact of potential land-use conflicts between and among both county and municipal governments in Gwinnett County.

2. Check the boxes indicating how these incompatibilities or conflicts were addressed:

- Amendments to existing comprehensive plans
Adoption of a joint comprehensive plan
Other measures (amend zoning ordinances, add environmental regulations, etc.)

If "other measures" was checked, describe these measures: See section 1A above.

NOTE: If the necessary plan amendments, regulations, ordinances, etc. have not yet been formally adopted, indicate when each of the affected local governments will adopt them.



3. What policies, procedures and/or processes have been established by local governments (and water and sewer authorities) to ensure that new extraterritorial water and sewer service will be consistent with all applicable land use plans and ordinances? All areas of Gwinnett County have been identified as being part of either a county or a municipal service area for water and/or sewer. These are documented in the attached water and sewer maps. Any additional extraterritorial services must be requested and approved by the receiving jurisdiction.

4. Person completing form: **Theresa A. Cox, Deputy County Attorney**

Phone number: **770-822-8707**      Date completed: 02/27/2020

5. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy?  Yes  No

If not, provide designated contact person(s) and phone number(s) below:



**SERVICE DELIVERY STRATEGY**

**FORM 4: Certifications**

**Instructions:**

This form must, at a minimum, be signed by an authorized representative of the following governments: 1) the county; 2) the city serving as the county seat; 3) all cities having a 2010 population of over 9,000 residing within the county; and 4) no less than 50% of all other cities with a 2010 population of between 500 and 9,000 residing within the county. Cities with a 2010 population below 500 and local authorities providing services under the strategy are not required to sign this form, but are encouraged to do so.

**COUNTY: GWINNETT COUNTY**

We, the undersigned authorized representatives of the jurisdictions listed below, certify that:

1. We have executed agreements for implementation of our service delivery strategy and the attached forms provide an accurate depiction of our agreed upon strategy (O.C.G.A 36-70-21);
2. Our service delivery strategy promotes the delivery of local government services in the most efficient, effective, and responsive manner (O.C.G.A. 36-70-24 (1));
3. Our service delivery strategy provides that water or sewer fees charged to customers located outside the geographic boundaries of a service provider are reasonable and are not arbitrarily higher than the fees charged to customers located within the geographic boundaries of the service provider (O.C.G.A. 36-70-24 (20); and
4. Our service delivery strategy ensures that the cost of any services the county government provides (including those jointly funded by the county and one or more municipalities) primarily for the benefit of the unincorporated area of the county are borne by the unincorporated area residents, individuals, and property owners who receive such service (O.C.G.A. 36-70-24 (3)).

JURISDICTION	TITLE	NAME	SIGNATURE	DATE
<u>AUBURN</u>	Mayor	Linda Blechinger	<i>Linda Blechinger</i>	2/24/20



**SERVICE DELIVERY STRATEGY**

**FORM 4: Certifications**

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**COUNTY: GWINNETT COUNTY**

We, the undersigned authorized representatives of the jurisdictions listed below, certify that:

1. We have executed agreements for implementation of our service delivery strategy and the attached forms provide an accurate depiction of our agreed upon strategy (O.C.G.A 36-70-21);
2. Our service delivery strategy promotes the delivery of local government services in the most efficient, effective, and responsive manner (O.C.G.A. 36-70-24 (1));
3. Our service delivery strategy provides that water or sewer fees charged to customers located outside the geographic boundaries of a service provider are reasonable and are not arbitrarily higher than the fees charged to customers located within the geographic boundaries of the service provider (O.C.G.A. 36-70-24 (20); and
4. Our service delivery strategy ensures that the cost of any services the county government provides (including those jointly funded by the county and one or more municipalities) primarily for the benefit of the unincorporated area of the county are borne by the unincorporated area residents, individuals, and property owners who receive such service (O.C.G.A. 36-70-24 (3)).

JURISDICTION	TITLE	NAME	SIGNATURE	DATE
<u>BERKELEY LAKE</u>	Mayor	Lois Salter	<i>Lois Salter</i>	2-26-2020



**SERVICE DELIVERY STRATEGY**

**FORM 4: Certifications**


**Instructions:**

This form must, at a minimum, be signed by an authorized representative of the following governments: 1) the county; 2) the city serving as the county seat; 3) all cities having a 2010 population of over 9,000 residing within the county; and 4) no less than 50% of all other cities with a 2010 population of between 500 and 9,000 residing within the county. Cities with a 2010 population below 500 and local authorities providing services under the strategy are not required to sign this form, but are encouraged to do so.

**COUNTY: GWINNETT COUNTY**

We, the undersigned authorized representatives of the jurisdictions listed below, certify that:

1. We have executed agreements for implementation of our service delivery strategy and the attached forms provide an accurate depiction of our agreed upon strategy (O.C.G.A 36-70-21);
2. Our service delivery strategy promotes the delivery of local government services in the most efficient, effective, and responsive manner (O.C.G.A. 36-70-24 (1));
3. Our service delivery strategy provides that water or sewer fees charged to customers located outside the geographic boundaries of a service provider are reasonable and are not arbitrarily higher than the fees charged to customers located within the geographic boundaries of the service provider (O.C.G.A. 36-70-24 (20); and
4. Our service delivery strategy ensures that the cost of any services the county government provides (including those jointly funded by the county and one or more municipalities) primarily for the benefit of the unincorporated area of the county are borne by the unincorporated area residents, individuals, and property owners who receive such service (O.C.G.A. 36-70-24 (3)).

JURISDICTION	TITLE	NAME	SIGNATURE	DATE
<u>BRASELTON</u>	Mayor	Bill Orr		4/29/20



**SERVICE DELIVERY STRATEGY**  
**FORM 4: Certifications**

**Instructions:**

This form must, at a minimum, be signed by an authorized representative of the following governments: 1) the county; 2) the city serving as the county seat; 3) all cities having a 2010 population of over 9,000 residing within the county; and 4) no less than 50% of all other cities with a 2010 population of between 500 and 9,000 residing within the county. Cities with a 2010 population below 500 and local authorities providing services under the strategy are not required to sign this form, but are encouraged to do so.

**COUNTY: GWINNETT COUNTY**

We, the undersigned authorized representatives of the jurisdictions listed below, certify that:

1. We have executed agreements for implementation of our service delivery strategy and the attached forms provide an accurate depiction of our agreed upon strategy (O.C.G.A 36-70-21);
2. Our service delivery strategy promotes the delivery of local government services in the most efficient, effective, and responsive manner (O.C.G.A. 36-70-24 (1));
3. Our service delivery strategy provides that water or sewer fees charged to customers located outside the geographic boundaries of a service provider are reasonable and are not arbitrarily higher than the fees charged to customers located within the geographic boundaries of the service provider (O.C.G.A. 36-70-24 (20); and
4. Our service delivery strategy ensures that the cost of any services the county government provides (including those jointly funded by the county and one or more municipalities) primarily for the benefit of the unincorporated area of the county are borne by the unincorporated area residents, individuals, and property owners who receive such service (O.C.G.A. 36-70-24 (3)).

JURISDICTION	TITLE	NAME	SIGNATURE	DATE
<u>BUFORD</u>	Commission Chairman	Phillip Beard		2/25/20



**SERVICE DELIVERY STRATEGY**

**FORM 4: Certifications**

**Instructions:**

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**COUNTY: GWINNETT COUNTY**

We, the undersigned authorized representatives of the jurisdictions listed below, certify that:

1. We have executed agreements for implementation of our service delivery strategy and the attached forms provide an accurate depiction of our agreed upon strategy (O.C.G.A. 36-70-21);
2. Our service delivery strategy promotes the delivery of local government services in the most efficient, effective, and responsive manner (O.C.G.A. 36-70-24 (1));
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JURISDICTION	TITLE	NAME	SIGNATURE	DATE
<u>DACULA</u>	Mayor	Hugh D. King, III		02/27/2020



**SERVICE DELIVERY STRATEGY**

**FORM 4: Certifications**

**Instructions:**

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**COUNTY: GWINNETT COUNTY**

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JURISDICTION	TITLE	NAME	SIGNATURE	DATE
<u>DULUTH</u>	Mayor	Nancy Harris		2-27-20



**SERVICE DELIVERY STRATEGY**  
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JURISDICTION	TITLE	NAME	SIGNATURE	DATE
<u>GRAYSON</u>	Mayor	Allison Wilkerson		02/24 2020





**SERVICE DELIVERY STRATEGY**

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**COUNTY: GWINNETT COUNTY**

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JURISDICTION	TITLE	NAME	SIGNATURE	DATE
<u>GWINNETT COUNTY</u>	Commission Chairman	Charlotte J. Nash	<i>Charlotte J. Nash</i>	2/24/20
		Attest: County Clerk	<i>[Signature]</i>	





**SERVICE DELIVERY STRATEGY**

**FORM 4: Certifications**

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**COUNTY: GWINNETT COUNTY**

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JURISDICTION	TITLE	NAME	SIGNATURE	DATE
<u>LAWRENCEVILLE</u>	Mayor	David Still	<i>David R. Still</i>	2/27/20



**SERVICE DELIVERY STRATEGY**

**FORM 4: Certifications**

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**COUNTY: GWINNETT COUNTY**

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JURISDICTION	TITLE	NAME	SIGNATURE	DATE
<u>LILBURN</u>	Mayor	Johnny Crist		02-24-2020



**SERVICE DELIVERY STRATEGY**  
**FORM 4: Certifications**


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JURISDICTION	TITLE	NAME	SIGNATURE	DATE
<u>LOGANVILLE</u>	Mayor	Rey Martinez		2/27/2020



**SERVICE DELIVERY STRATEGY**  
**FORM 4: Certifications**


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**COUNTY: GWINNETT COUNTY**

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JURISDICTION	TITLE	NAME	SIGNATURE	DATE
<u>NORCROSS</u>	Mayor	Craig Newton		2-26-2020



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**FORM 4: Certifications**

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**COUNTY: GWINNETT COUNTY**

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JURISDICTION	TITLE	NAME	SIGNATURE	DATE
<u>PEACHTREE CORNERS</u>	Mayor	Mike Mason	<i>Mike Mason</i>	02/26/2020



**SERVICE DELIVERY STRATEGY**

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JURISDICTION	TITLE	NAME	SIGNATURE	DATE
<u>REST HAVEN</u>	Mayor	Kenneth Waycaster	<i>Kenneth Waycaster</i>	02/26/2020



**SERVICE DELIVERY STRATEGY**

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JURISDICTION	TITLE	NAME	SIGNATURE	DATE
<u>SNELLVILLE</u>	Mayor	Barbara Bender	<i>Barb Bender</i>	02/26/2020





**SERVICE DELIVERY STRATEGY**

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JURISDICTION	TITLE	NAME	SIGNATURE	DATE
<u>SUGAR HILL</u>	Mayor	Steve Edwards		2-26-2020



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JURISDICTION	TITLE	NAME	SIGNATURE	DATE
<u>SUWANEE</u>	Mayor	Jimmy Burnette		2/25/2020

## **APPENDIX**

### **GWINNETT COUNTY SERVICE DELIVERY STRATEGY RESOLUTIONS AND INTERGOVERNMENTAL AGREEMENTS**

**FEBRUARY 28, 2020**

- Joint Resolution
- 911
- Community Services - Senior Services
- Development and Enforcement
- Fire and Emergency Medical Services
- Loganville Emergency Medical Services
- Police Services
- Sewer
- Stormwater
- Tax Billing and Collection
- Transportation
- Water

# Joint Resolution

**STATE OF GEORGIA**

**COUNTY OF GWINNETT**

**A JOINT RESOLUTION APPROVING A REVISED SERVICE DELIVERY STRATEGY AND AUTHORIZING EXECUTION AND SUBMISSION OF DOCUMENTS TO COMPLETE THE SERVICE DELIVERY STRATEGY TO THE GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS**

**WHEREAS**, in 1997, the Georgia General Assembly adopted legislation governing service delivery in Georgia which is codified in Chapter 70 of Title 36 of the Official Code of Georgia Annotated; and

**WHEREAS**, the intent of this law is to minimize any inefficiencies resulting from duplication of services and competition between local governments and to provide a mechanism to resolve disputes over local government service delivery, funding equity, and land use; and

**WHEREAS**, Gwinnett County (hereinafter "County") and all Cities lying wholly or partially within Gwinnett County (hereinafter "Cities") are currently operating under a Service Delivery Strategy Agreement that was finalized on February 7, 2012; and

**WHEREAS**, this Service Delivery Strategy Agreement was amended in 2014 to add the City of Peachtree Corners following the City's incorporation and transition period; and

**WHEREAS**, the County and the Cities extended their Service Delivery Strategy until February 28, 2020; and

**WHEREAS**, in accordance with O.C.G.A. § 36-70-28, the County and the Cities have reviewed their existing Service Delivery Strategy; and

**WHEREAS**, the County and the Cities have engaged in negotiations concerning their Service Delivery Strategy and have reached agreement on a revised Service Delivery Strategy; and

**WHEREAS**, the County and the Cities have agreed upon Resolutions and Intergovernmental Agreements concerning certain services included within the Service Delivery Strategy Agreement; and

**WHEREAS**, the County and the Cities believe that the revised Service Delivery Strategy is in the best interests of all of the citizens of Gwinnett County; and

**WHEREAS**, the County and the Cities desire to authorize the execution of all documents necessary to implement the revised Service Delivery Strategy and the agreements of the County and the Cities; and

**WHEREAS**, the County and the Cities further desire to authorize their respective staffs to work together to finalize and submit the revised Service Delivery Strategy Agreement to the Georgia Department of Community Affairs.

**NOW, THEREFORE, IT IS HEREBY RESOLVED** as follows:

1.

The County and the Cities approve and authorize the appropriate signatories to execute the following documents in substantially the form attached hereto:

- A. The Service Delivery Strategy as set forth on the Georgia Department of Community Affairs' Service Delivery Strategy Forms 1 through 4 (attached hereto as Exhibit "A" and incorporated herein by reference)
- B. Joint Resolution Modifying and Continuing a Special Service District For Fire and Emergency Medical Services (attached hereto as Exhibit "B" and incorporated herein by reference)
- C. Joint Resolution Modifying and Continuing a Special Service District For Police Services (attached hereto as Exhibit "C" and incorporated herein by reference)

- D. Joint Resolution Modifying and Continuing a Special Service District for Loganville Emergency Medical Services (attached hereto as Exhibit "D" and incorporated herein by reference)
- E. Gwinnett County's Resolution Modifying and Continuing a Special Service District for Development and Enforcement Services (attached hereto as Exhibit "E" and incorporated herein by reference)
- F. Intergovernmental Agreement to Provide Fire and Emergency Medical Services (attached hereto as Exhibit "F" and incorporated herein by reference)
- G. Intergovernmental Agreement to Provide Police Services Within a Police Service District (attached hereto as Exhibit "G" and incorporated herein by reference)
- H. Intergovernmental Agreement to Provide Emergency Medical Services Within the Loganville EMS District (attached hereto as Exhibit "H" and incorporated herein by reference)
- I. Intergovernmental Agreement to Provide 911 Services (attached hereto as Exhibit "I" and incorporated herein by reference)
- J. Intergovernmental Agreement to Make and Receive Payments (attached hereto as Exhibit "J" and incorporated herein by reference) (It is expressly agreed that this Intergovernmental Agreement does not constitute part of the required submission to the Georgia Department of Community Affairs.)

2.

The County and the Cities further direct staff to prepare and finalize any and all documents necessary to file and effectuate the Service Delivery Strategy Agreement among the parties.

3.

Upon final execution, the County and Cities hereby approve and authorize the delivery of the Service Delivery Strategy attached as Exhibit "A," and documents referenced therein, to the Georgia Department of Community Affairs as provided by the Service Delivery Strategy Act.

4.

The County and the Cities recognize that the documents referenced in this Resolution will require staff to take actions to comply with the terms of the Service Delivery Strategy among the parties. Accordingly, the County and the Cities authorize staff to take any and all actions necessary to implement the terms of the documents referenced herein. Such actions may include, but are not limited to, the following:

- A. Direction to staff to revise the services as directed by the documents.
- B. Authorization for staff to make minor changes that do not alter the overall Service Delivery Strategy Agreement and to correct any scrivener's errors associated with any and all Service Delivery Strategy documents.

5.

Any and all prior resolutions or agreements which are in conflict with this Resolution are hereby repealed to the extent of such conflict.

6.

This Resolution shall become effective immediately upon execution by the parties.

**SO RESOLVED** this the 26<sup>th</sup> day of February, 2020.



THE CITY OF AUBURN

BY: *Linda Blechinger*  
LINDA BLECHINGER, MAYOR

ATTEST:

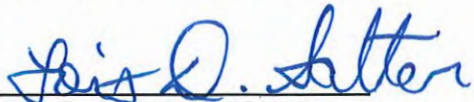
BY: *Joyce Brown*  
JOYCE BROWN  
CITY CLERK  
(SEAL)




APPROVED AS TO FORM:

BY: *Robert Jackson Wilson*  
ROBERT JACKSON WILSON  
ROBERT JACKSON WILSON, PC  
10 LUMPKIN STREET  
LAWRENCEVILLE, GEORGIA 30046


THE CITY OF BERKELEY LAKE

BY:   
LOIS D. SALTER, MAYOR

ATTEST:

BY:   
TOM ROZIER  
CITY ADMINISTRATOR/  
CITY CLERK  
(SEAL)

APPROVED AS TO FORM:

BY:   
RICHARD A. CAROTHERS  
CAROTHERS & MITCHELL, LLC  
1809 BUFORD HIGHWAY  
BUFORD, GEORGIA 30518



**THE TOWN OF BRASELTON**

BY:

  
\_\_\_\_\_  
BILL ORR, MAYOR

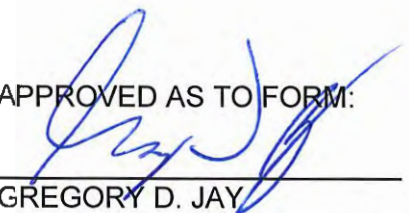
ATTEST:

BY:

  
\_\_\_\_\_  
JENNIFER SCOTT  
TOWN MANAGER/CLERK  
(SEAL)

APPROVED AS TO FORM:

BY:

  
\_\_\_\_\_  
GREGORY D. JAY  
CHANDLER, BRITT, & JAY, LLC  
P. O. BOX 1749  
BUFORD, GEORGIA 30515-1749

THE CITY OF BUFORD

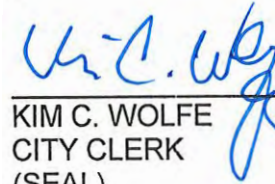
BY:



PHILLIP BEARD  
COMMISSION CHAIRMAN

ATTEST:

BY:



KIM C. WOLFE  
CITY CLERK  
(SEAL)

APPROVED AS TO FORM:




BY:

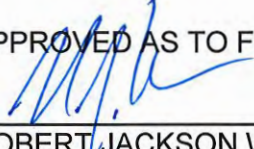
GREGORY D. JAY  
CHANDLER, BRITT, & JAY, LLC  
P. O. BOX 1749  
BUFORD, GEORGIA 30515-1749

THE CITY OF DACULA

BY:   
HUGH D. KING, III, MAYOR

ATTEST:

BY:   
JOEY MURPHY  
CITY ADMINISTRATOR/CLERK  
(SEAL)

APPROVED AS TO FORM:  
BY:   
ROBERT JACKSON WILSON  
ROBERT JACKSON WILSON, PC  
10 LUMPKIN STREET  
LAWRENCEVILLE, GEORGIA 30046



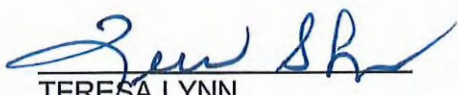
THE CITY OF DULUTH

BY:

  
NANCY HARRIS, MAYOR


ATTEST:

BY:

  
TERESA LYNN  
CITY CLERK  
(SEAL)

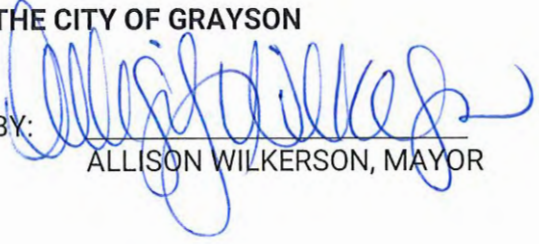
APPROVED AS TO FORM:

BY:

  
STEPHEN PEREIRA.  
THOMPSON, SWEENEY, KINSINGER & PEREIRA, P.C.  
P. O. BOX 1250  
LAWRENCEVILLE, GEORGIA 30046-1250

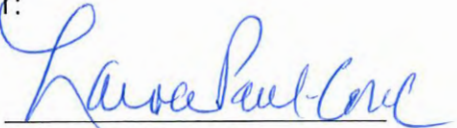
THE CITY OF GRAYSON

BY:

  
ALLISON WILKERSON, MAYOR

ATTEST:

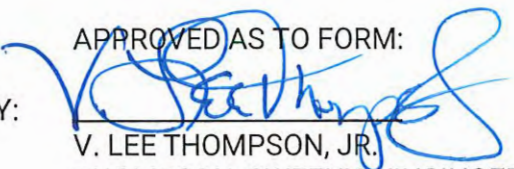
BY:

  
LAURA PAUL-CONE  
CITY ADMINISTRATOR/  
CITY CLERK  
(SEAL)



APPROVED AS TO FORM:

BY:

  
V. LEE THOMPSON, JR.  
THOMPSON, SWEENEY, KINSINGER & PEREIRA, P.C.  
P. O. BOX 1250  
LAWRENCEVILLE, GEORGIA 30046-1250

THE CITY OF LAWRENCEVILLE

BY: David R. Still  
DAVID R. STILL, MAYOR

ATTEST:

BY: Karen Pierce  
KAREN PIERCE  
CITY CLERK  
(SEAL)



APPROVED AS TO FORM:

BY: V. Lee Thompson Jr.  
V. LEE THOMPSON JR.  
THOMPSON, SWEENEY, KINSINGER & PEREIRA, P.C.  
P. O. BOX 1250  
LAWRENCEVILLE, GEORGIA 30046-1250




THE CITY OF LILBURN

BY:

  
\_\_\_\_\_  
JOHNNY CRIST, MAYOR

ATTEST:

BY:

  
\_\_\_\_\_  
MELISSA PENATE  
CITY CLERK  
(SEAL)

APPROVED AS TO FORM:

BY:

  
\_\_\_\_\_  
RICHARD A. CAROTHERS  
CAROTHERS & MITCHELL, LLC  
1809 BUFORD HIGHWAY  
BUFORD, GEORGIA 30518


THE CITY OF LOGANVILLE

BY:

  
REY MARTINEZ, MAYOR

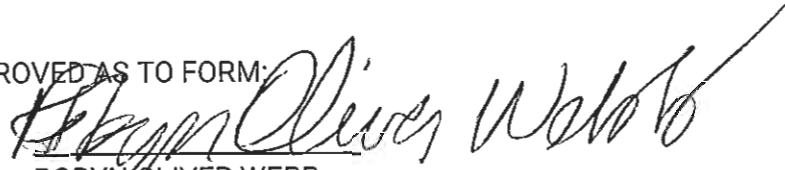
ATTEST:

BY:

  
DANNY ROBERTS  
CITY MANAGER/CITY CLERK  
(SEAL)

APPROVED AS TO FORM:


BY:

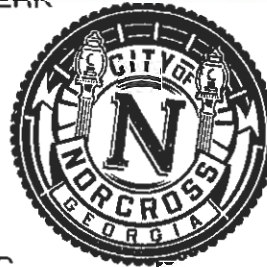
  
ROBYN OLIVER WEBB  
HOFFER & WEBB, LLC  
3190 NORTH EXPRESSWAY  
CHAMBLEE, GEORGIA 30341

THE CITY OF NORCROSS

BY:   
CRAIG NEWTON, MAYOR

ATTEST:

BY:   
MONIQUE LANG  
CITY CLERK  
(SEAL)



APPROVED AS TO FORM:

BY:

  
J. PATRICK O'BRIEN  
THOMPSON, O'BRIEN, KEMP & NASUTI, P.C.  
40 TECHNOLOGY PARKWAY SOUTH, SUITE 300  
NORCROSS, GEORGIA 30092

THE CITY OF PEACHTREE CORNERS

BY: Mike Mason  
MIKE MASON, MAYOR

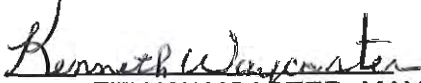
ATTEST:

BY: Kym Chereck  
KYM CHERECK  
CITY CLERK  
(SEAL)


APPROVED AS TO FORM:  
BY: David E. Rhodes  
DAVID E. RHODES  
RILEY MCCLENDON, LLC  
315 WASHINGTON AVENUE  
MARIETTA, GEORGIA 30060



THE CITY OF REST HAVEN


BY:   
KENNETH WAYCASTER, MAYOR

ATTEST:

BY:   
MONICA MONTGOMERY  
CITY CLERK  
(SEAL)

APPROVED AS TO FORM:

BY:

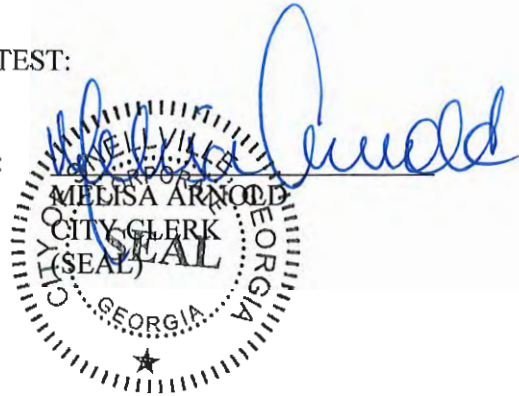
  
GREGORY D. JAY  
CHANDLER, BRITT, & JAY, LLC  
P. O. BOX 1749  
BUFORD, GEORGIA 30515-1749

THE CITY OF SNELLVILLE


BY:   
BARBARA BENDER, MAYOR

ATTEST:

BY:

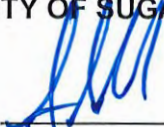


APPROVED AS TO FORM:

BY:   
W. CHARLES ROSS, ASST. CITY ATTORNEY  
POWELL & EDWARDS ATTORNEYS AT LAW, PC  
P.O. BOX 1362  
LAWRENCEVILLE, GEORGIA 30046

THE CITY OF SUGAR HILL

BY:

  
STEVE EDWARDS, MAYOR

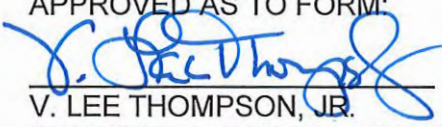
ATTEST:

BY:

  
JANE WHITTINGTON  
CITY CLERK  
(SEAL)

APPROVED AS TO FORM:

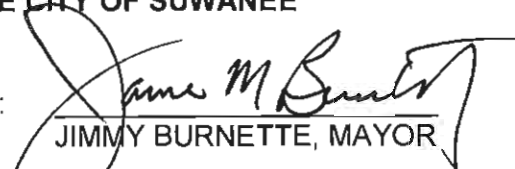
BY:

  
V. LEE THOMPSON, JR.  
THOMPSON, SWEENEY, KINSINGER & PEREIRA, P.C.  
P. O. BOX 1250  
LAWRENCEVILLE, GEORGIA 30046-1250



THE CITY OF SUWANEE

BY:

  
JIMMY BURNETTE, MAYOR

ATTEST:

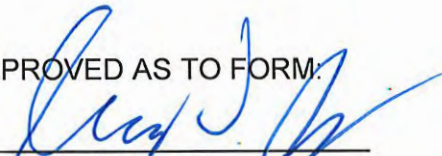
BY:

  
ELVIRA ROGERS  
CITY CLERK  
(SEAL)



APPROVED AS TO FORM:

BY:

  
GREGORY D. JAY  
CHANDLER, BRITT, JAY & BECK, LLC  
P. O. BOX 1749  
BUFORD, GEORGIA 30515-1749



**BOARD OF COMMISSIONERS OF  
GWINNETT COUNTY, GEORGIA**

BY: Charlotte J. Nash  
CHARLOTTE J. NASH, CHAIRMAN

ATTEST:

BY: Diane Kemp  
DIANE KEMP, COUNTY CLERK  
(SEAL)



APPROVED AS TO FORM:

Michael P. Ludwiczak

MICHAEL P. LUDWICZAK  
COUNTY ATTORNEY  
GWINNETT COUNTY LAW DEPARTMENT  
GWINNETT JUSTICE AND ADMINISTRATION CENTER  
75 LANGLEY DRIVE  
LAWRENCEVILLE, GEORGIA 30046-1250

911

STATE OF GEORGIA

COUNTY OF GWINNETT

**INTERGOVERNMENTAL AGREEMENT TO PROVIDE 911 SERVICES**

THIS AGREEMENT is made and entered into this 26th day of February, 2020 by and between **GWINNETT COUNTY, GEORGIA**, a political subdivision of the State of Georgia (hereinafter "COUNTY") and the **CITY OF AUBURN**, a municipal corporation chartered by the State of Georgia, the **CITY OF BERKELEY LAKE**, a municipal corporation chartered by the State of Georgia, the **TOWN OF BRASELTON**, a municipal corporation chartered by the State of Georgia, the **CITY OF BUFORD**, a municipal corporation chartered by the State of Georgia, the **CITY OF DACULA**, a municipal corporation chartered by the State of Georgia, the **CITY OF DULUTH**, a municipal corporation chartered by the State of Georgia, the **CITY OF GRAYSON**, a municipal corporation chartered by the State of Georgia, the **CITY OF LAWRENCEVILLE**, a municipal corporation chartered by the State of Georgia, the **CITY OF LILBURN**, a municipal corporation chartered by the State of Georgia, the **CITY OF LOGANVILLE**, a municipal corporation chartered by the State of Georgia, the **CITY OF NORCROSS**, a municipal corporation chartered by the State of Georgia, the **CITY OF PEACHTREE CORNERS**, a municipal corporation chartered by the State of Georgia, the **CITY OF REST HAVEN**, a municipal corporation chartered by the State of Georgia, the **CITY OF SNELLVILLE**, a municipal corporation chartered by the State of Georgia, the **CITY OF SUGAR HILL**, a municipal corporation chartered by the State of Georgia, and the **CITY OF SUWANEE**, a municipal corporation chartered by the State of Georgia, (hereinafter collectively the "Cities", with the Cities of Duluth, Lawrenceville, Norcross, Snellville and Suwanee hereinafter collectively the "911 Cities") 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, the Cities 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 and fire services; and

**WHEREAS**, Emergency 911 call-taking and dispatch services are essential to the delivery of Emergency Services, including Police, Fire, and Emergency Medical Services; and

**WHEREAS**, the County currently operates the only Public Safety Answering Point (PSAP) within the geographical boundaries of Gwinnett County; and

**WHEREAS**, the Constitution of 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**, the County and the Cities entered into an Intergovernmental Agreement to Provide 911 Services on February 7, 2012 as part of the Service Delivery Strategy Agreement between the County and the Cities; and

**WHEREAS**, the Intergovernmental Agreement to Provide 911 Services dated February 7, 2012 expires by its terms on February 6, 2022; and

**WHEREAS**, as part of the required Service Delivery Strategy Update, the County and the Cities have reviewed the existing Intergovernmental Agreement to Provide 911 Services; and

**WHEREAS**, the Intergovernmental Agreement to Provide 911 Services dated February 7, 2012 will expire by its terms approximately two years after the required Service Delivery Strategy Update has been finalized; and

**WHEREAS**, the County and Cities desire to enter into a new Intergovernmental Agreement concerning the provision of 911 Services in order to modify and plan for the future funding and provision of 911 Services; and

**WHEREAS**, the County and Cities also desire to enter into a new Intergovernmental Agreement which would govern the provision of 911 Services throughout the period of the Service Delivery Strategy Update required to be submitted to the Department of Community Affairs in 2020 and future Service Delivery Strategy Updates in order to provide certainty and consistency with regard to the future funding and provision of 911 Services; and

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

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

## **ARTICLE I**

### **PURPOSE AND TERM**

1. The purpose of this Agreement is to define the nature and scope of 911 call-taking and dispatch services to be provided to all incorporated and unincorporated areas of Gwinnett County, including the Police Service District, the Fire and Emergency Medical Services (EMS) District, and the Loganville EMS District and to provide for the manner of payment for such services.

2. The Intergovernmental Agreement to Provide 911 Services between the County and the Cities entered into on February 7, 2012 shall continue in full force and effect until its expiration on February 6, 2022. Upon its expiration, the Intergovernmental Agreement for 911 Services entered into on February 7, 2012 shall no longer be of any force or effect.

3. Upon expiration of the Intergovernmental Agreement referenced in Paragraph 2, the provisions of this Agreement shall commence immediately and shall continue in full force and effect for a period of thirty (30) years commencing on February 7, 2022.

## **ARTICLE II**

### **911 SERVICES**

4. The County shall operate the only Public Safety Answering Point (PSAP) within the geographical boundaries of Gwinnett County. As such, the County and Cities agree that the County shall be the only jurisdiction to impose and collect 911 fees within the boundaries of Gwinnett County.

5. The County shall provide 911 call-taking and dispatch services to all incorporated and unincorporated areas of Gwinnett County. The County shall ensure that it has the needed resources to answer all emergency and non-emergency calls within the County and direct those calls to the appropriate police or fire jurisdiction.

6. Recognizing that the County is the sole governmental entity in Gwinnett County imposing and collecting 911 fees and in order to account for the provision of emergency dispatch services by the 911 Cities, the County will provide a portion of the 911 fees to the 911 Cities to be used to fund and reimburse the actual costs of such services as expressly authorized by O.C.G.A. § 46-5-134(f), subject to the provisions and limitations in this agreement.

7. Beginning in the County's 2022 fiscal year, the portion of 911 fees to be distributed by the County to the 911 Cities for the costs of services expressly authorized by O.C.G.A. § 46-5-134(f) shall be calculated as follows:

A. The County shall distribute to the 911 Cities, collectively, 12% of 90% of the total 911 fees received by the County. The County and Cities recognize that this represents approximately 10.8% of the total 911 fees received by the County. For purposes of this Agreement, "911 fees" shall mean 911 Charges specifically authorized by O.C.G.A § 46-5-120, et seq. to be charged by PSAPs for the provision of 911 Services and imposed by the County for that purpose. Should the 911 Charges authorized by State Law be amended and also implemented by the County, the definition of "911 fees" in this Agreement shall be considered adjusted accordingly.

- a. The County shall provide the 911 Cities with an initial estimated total distribution for the 12% described above by October 1, 2021 for fiscal year 2022 911 fees. For subsequent years, the County shall provide the 911 Cities with an estimated total distribution of the 12% by October 1<sup>st</sup> for the following fiscal year. At the same time, the County will provide updated call volume and population data.
- b. The allocation of this portion of the 911 fees among the 911 Cities shall be determined pursuant to a separate agreement solely among the 911 Cities.
- c. The 911 Cities shall provide the County written notice of the allocation as determined in accordance with b. above no later than November 1, 2021 for 2022 fiscal year 911 fees. For subsequent years, the 911 Cities shall provide written notice of the allocation annually to the County by November 1<sup>st</sup> for the following fiscal year.
- d. The County and the 911 Cities agree that no distribution shall be required to be made by the County until all notices are received and the

distribution amounts as requested by the 911 Cities are equal to the total amount of 911 fees to be distributed under subparagraph 7.A.

- B. The County shall also provide each 911 City with a portion of the remaining 10% of the 911 fees received by the County based upon each 911 City's proportionate share of the County's total population as determined by the most recent census or Atlanta Regional Commission estimates. The proportionate population shall be determined annually.
- C. In addition, the County will reimburse the 911 Cities for the capital costs of purchasing 911 equipment required to maintain compatibility with the technology, software, computers, furniture and equipment utilized by the County. Any request from a 911 City for reimbursement of the capital costs of 911 equipment must be made in writing to the County. The County approval must be obtained prior to any purchase for which a 911 City plans to seek reimbursement.
- D. During the term of this Agreement, the County and the Cities agree to act in good faith when considering any changes to the provision and funding of 911 services that may affect the collection and distribution of 911 fees. Such changes shall be made based upon legal requirements and/or operational needs rather than for the sole purpose of disadvantaging any party to this agreement.

8. With the exception of the funds provided for capital costs, the funds described in Paragraph 7 shall be distributed on a quarterly basis to the 911 Cities based upon the distribution and formulas described above. The payments to 911 Cities shall be paid from the 911 fees described in O.C.G.A. § 46-5-134 received by the County by separate payment to each 911 City. In addition, there shall be an annual reconciliation of the 911 fees received and distributed to



ensure that the County and each of the 911 Cities received their proportionate share of 911 fees in accordance with the allocation of Paragraph 7.

9. The 911 Cities shall only use the portion of the 911 fees paid to them hereunder for costs and expenses specifically authorized in O.C.G.A. § 46-5-134(f) and any funds in excess of the actual costs for reasonable and necessary costs allowable for personnel costs, including benefits, equipment related directly to the processing of all calls, and maintenance of said equipment shall be reimbursed to the County's 911 Special Revenue Fund. Excess costs paid to any 911 City shall be deducted from the first quarterly payment for the next fiscal year. Any shortage in reimbursement paid to any 911 City shall also be reconciled in the first quarterly payment for the next fiscal year.

10. Documentation for actual expenditures for both operating and capital costs as authorized by O.C.G.A. § 46-5-134(f) shall be submitted to the County on a quarterly basis during each calendar year. Such documentation shall be submitted within thirty (30) days of the close of each calendar quarter. Should any dispute arise regarding any reimbursement proposed by any 911 City, the dispute shall be resolved by a committee of two (2) persons appointed collectively by the Cities and three (3) persons appointed by the County. The decision of the committee shall be final and binding upon the parties.

11. As the County is the entity with the legal responsibility for the proper use of 911 fees, each 911 City shall provide written confirmation from its external audit firm regarding how the 911 City has spent the 911 fees it has received and that all uses of the 911 fees were only for services specifically allowable under O.C.G.A. § 46-5-134(f). This written confirmation shall be submitted by each 911 City to the County within sixty (60) days after the end of the County's fiscal year.

12. During the duration of this Agreement, the 911 Cities agree to not implement or enact a wired or wireless surcharge or to establish their own Public Safety Answering Point (PSAP).

13. The cost and revenues attributable to 911 services shall be accounted for in the County's 911 Special Revenue Fund.

14. Any 911 City may opt to no longer provide call-taking and emergency dispatch services and utilize the County's call-taking and emergency dispatch services at any time during the term of this agreement upon giving the County twelve (12) months written notice. Upon the implementation date (the date the County begins providing call-taking and emergency dispatch services for such 911 City), the 911 City electing to use the County's services shall no longer receive its portion of the 911 fees and the County shall retain such 911 fees to cover the costs of the call-taking and emergency dispatch services.

### **ARTICLE III**

#### **AMENDMENTS**

15. Should any change in the legislation governing the County's imposition and receipt of 911 fees or any change in technology result in an annual decrease of more than thirty (30) percent of the 911 fees defined in Section 7(A) above for four consecutive years, the parties agree to review, discuss, and consider revising this Agreement to account for such changes in legislation or technology. In such event, if the parties fail to reach an agreement as to revisions within 180 days of the fourth calendar year decrease, then the issue shall be submitted for consideration to a three-member panel, consisting of one member appointed by the County, one member appointed by the Cities, and a third member selected by the members appointed by the County and the Cities. Within 90 days of the date of the appointment of the third member, the three-member panel shall issue a written, non-binding recommendation to the parties as to revisions to be made to the Agreement to account for such changes in legislation or technology.

16. This Agreement may be modified at any time by mutual consent of the County and the Cities, as approved by the parties' governing authorities, provided, however, that each City that is a party to this Agreement may enter into additional agreements with the County for the addition and/or deletion of services if such agreements do not abridge the rights of other Cities that are parties to this Agreement or impact the rights of such Cities that are parties to this Agreement as set forth in this Agreement.

#### **ARTICLE IV**

##### **ASSIGNABILITY**

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

#### **ARTICLE V**

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

18. The County and Cities 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. The County and the Cities further expressly agree that this Agreement shall supersede any and all other agreements, or portions thereof, in conflict with this Agreement.

19. 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.

20. The provisions of this Agreement and any subsequent amendment thereto shall survive any revisions of the Service Delivery Strategy Agreement between the County and the Cities and the provisions of the Service Delivery Strategy Act.

## ARTICLE VI

### NOTICES

21. 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 Auburn:

Mayor  
City of Auburn  
P. O. Box 1059  
Auburn, Georgia 30011

- b. If to the City of Berkeley Lake:

Mayor  
City of Berkeley Lake  
4040 S. Berkeley Lake Road  
Berkeley Lake, Georgia 30096

- c. If to the Town of Braselton:

Mayor  
Town of Braselton  
4982 Highway 53  
Braselton, Georgia 30517

- d. If to the City of Buford:

Chairman  
City of Buford  
2300 Buford Highway  
Buford, Georgia 30518

- e. If to the City of Dacula:

Mayor  
City of Dacula  
442 Harbins Road  
Dacula, Georgia 30019

- f. If to the City of Duluth:  
  
Mayor  
City of Duluth  
3167 Main Street  
Duluth, Georgia 30096
- g. If to the City of Grayson:  
  
Mayor  
City of Grayson  
475 Grayson Parkway  
Grayson, Georgia 30017
- h. If to the City of Lawrenceville:  
  
Mayor  
City of Lawrenceville  
70 South Clayton Street  
Lawrenceville, Georgia 30046
- i. If to the City of Lilburn:  
  
Mayor  
City of Lilburn  
76 Main Street  
Lilburn, Georgia 30047
- j. If to the City of Loganville:  
  
Mayor  
City of Loganville  
4385 Pecan Street  
Loganville, Georgia 30052
- k. If to the City of Norcross:  
  
Mayor  
City of Norcross  
65 Lawrenceville Street  
Norcross, Georgia 30071
- l. If to the City of Peachtree Corners  
  
Mayor  
City of Peachtree Corners  
310 Technology Parkway  
Peachtree Corners, Georgia 30092

m. If to the City of Rest Haven

Mayor  
City of Rest Haven  
428 Thunder Road  
Buford, Georgia 30518

n. If to the City of Snellville:

Mayor  
City of Snellville  
2342 Oak Road  
Snellville, Georgia 30078

o. If to the City of Sugar Hill:

Mayor  
City of Sugar Hill  
4988 West Broad Street  
Sugar Hill, Georgia 30518

p. If to the City of Suwanee:

Mayor  
City of Suwanee  
330 Town Center Avenue  
Suwanee, Georgia 30024

q. 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 County and Cities 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.

THE CITY OF AUBURN

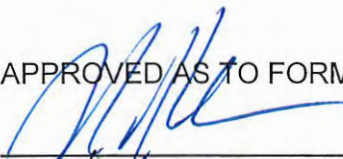
BY:   
LINDA BLECHINGER, MAYOR

ATTEST:

BY:   
JOYCE BROWN  
CITY CLERK  
(SEAL)



APPROVED AS TO FORM:

BY:   
ROBERT JACKSON WILSON  
ROBERT JACKSON WILSON, PC  
10 LUMPKIN STREET  
LAWRENCEVILLE, GEORGIA 30046

THE CITY OF BERKELEY LAKE

BY: Lois D. Salter  
LOIS D. SALTER, MAYOR

ATTEST:

BY: [Signature]  
TOM ROZIER  
CITY ADMINISTRATOR/  
CITY CLERK  
(SEAL)

APPROVED AS TO FORM:

BY: [Signature]  
RICHARD A. CAROTHERS  
CAROTHERS & MITCHELL, LLC  
1809 BUFORD HIGHWAY  
BUFORD, GEORGIA 30518





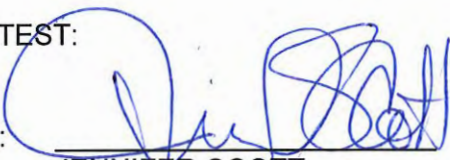
THE TOWN OF BRASELTON

BY:

  
\_\_\_\_\_  
BILL ORR, MAYOR

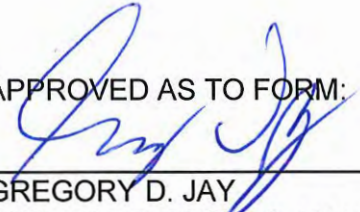
ATTEST:

BY:

  
\_\_\_\_\_  
JENNIFER SCOTT  
TOWN MANAGER/CLERK  
(SEAL)

APPROVED AS TO FORM:

BY:

  
\_\_\_\_\_  
GREGORY D. JAY  
CHANDLER, BRITT, & JAY, LLC  
P. O. BOX 1749  
BUFORD, GEORGIA 30515-1749

THE CITY OF BUFORD

BY:



PHILLIP BEARD  
COMMISSION CHAIRMAN

ATTEST:

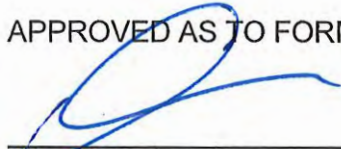
BY:



KIM C. WOLFE  
CITY CLERK  
(SEAL)

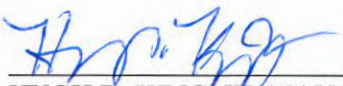
APPROVED AS TO FORM:

BY:

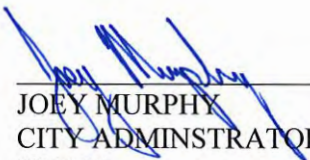


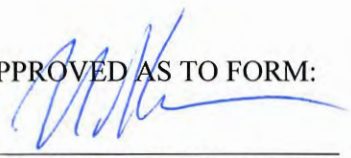
GREGORY D. JAY  
CHANDLER, BRITT, & JAY, LLC  
P. O. BOX 1749  
BUFORD, GEORGIA 30515-1749

**THE CITY OF DACULA**

BY:   
HUGH D. KING, III, MAYOR

ATTEST:

BY:   
JOEY MURPHY  
CITY ADMINISTRATOR/CLERK  
(SEAL)

APPROVED AS TO FORM: 

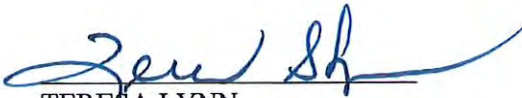
BY:  
ROBERT JACKSON WILSON  
ROBERT JACKSON WILSON, PC  
10 LUMPKIN STREET  
LAWRENCEVILLE, GEORGIA 30046




**THE CITY OF DULUTH**

BY:   
NANCY HARRIS, MAYOR

ATTEST:

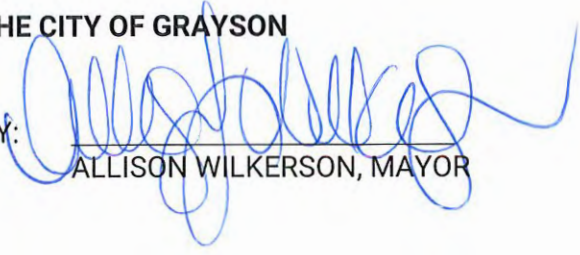
BY:   
TERESA LYNN  
CITY CLERK  
(SEAL)

APPROVED AS TO FORM:

BY:   
STEPHEN PEREIRA  
THOMPSON, SWEENEY, KINSINGER & PEREIRA, P.C.  
P. O. BOX 1250  
LAWRENCEVILLE, GEORGIA 30046-1250

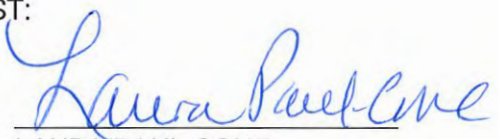
THE CITY OF GRAYSON

BY:

  
ALLISON WILKERSON, MAYOR

ATTEST:

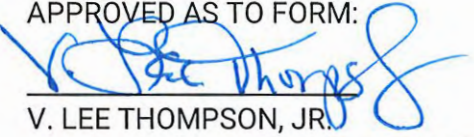
BY:

  
LAURA PAUL-CONE  
CITY ADMINISTRATOR/  
CITY CLERK  
(SEAL)



APPROVED AS TO FORM:


BY:

  
V. LEE THOMPSON, JR.  
THOMPSON, SWEENEY, KINSINGER & PEREIRA, P.C.  
P. O. BOX 1250  
LAWRENCEVILLE, GEORGIA 30046-1250

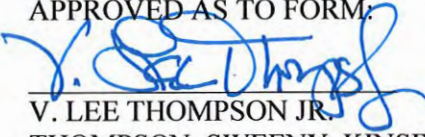
THE CITY OF LAWRENCEVILLE

BY:   
DAVID R. STILL, MAYOR

ATTEST:

BY:   
KAREN PIERCE  
CITY CLERK  
(SEAL)

APPROVED AS TO FORM:

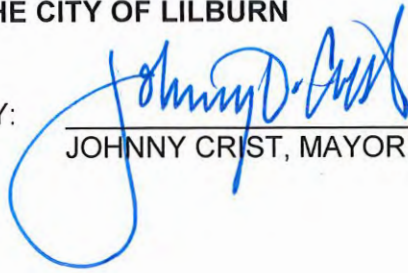
BY: 

V. LEE THOMPSON JR.  
THOMPSON, SWEENEY, KINSINGER & PEREIRA, P.C.  
P. O. BOX 1250  
LAWRENCEVILLE, GEORGIA 30046-1250



THE CITY OF LILBURN


BY:



JOHNNY CRIST, MAYOR

ATTEST:

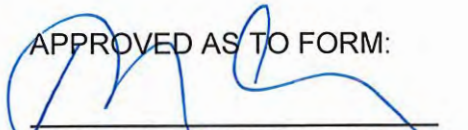
BY:



MELISSA PENATE  
CITY CLERK  
(SEAL)

APPROVED AS TO FORM:

BY:



RICHARD A. CAROTHERS  
CAROTHERS & MITCHELL, LLC  
1809 BUFORD HIGHWAY  
BUFORD, GEORGIA 30518


THE CITY OF LOGANVILLE

BY:

  
REY MARTINEZ, MAYOR

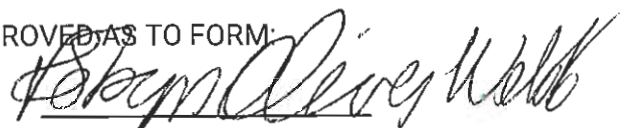
ATTEST:

BY:

  
DANNY ROBERTS  
CITY MANAGER/CITY CLERK  
(SEAL)

APPROVED AS TO FORM:

BY:


  
ROBYN OLIVER WEBB  
HOFFER & WEBB, LLC  
3190 NORTH EXPRESSWAY  
CHAMBLEE, GEORGIA 30341



THE CITY OF NORCROSS

BY:   
CRAIG NEWTON, MAYOR

ATTEST:

BY:   
MONIQUE LANG  
CITY CLERK  
(SEAL)

APPROVED AS TO FORM:

BY:

  
J. PATRICK O'BRIEN  
THOMPSON, O'BRIEN, KEMP & NASUTI, P.C.  
40 TECHNOLOGY PARKWAY SOUTH, SUITE 300  
NORCROSS, GEORGIA 30092



THE CITY OF PEACHTREE CORNERS

BY: *Mike Mason*  
MIKE MASON, MAYOR

ATTEST:

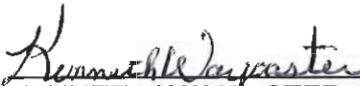
BY: *Kymberly Chereck*  
KYM CHERECK  
CITY CLERK  
(SEAL)

APPROVED AS TO FORM:


BY: *David E. Rhodes*  
DAVID E. RHODES  
RILEY MCCLENDON, LLC  
315 WASHINGTON AVENUE  
MARIETTA, GEORGIA 30060



THE CITY OF REST HAVEN


BY:   
KENNETH WAYCASTER, MAYOR

ATTEST:

BY:   
MONICA MONTGOMERY  
CITY CLERK  
(SEAL)

APPROVED AS TO FORM:

BY:

  
GREGORY D. JAY  
CHANDLER, BRITT, & JAY, LLC  
P. O. BOX 1749  
BUFORD, GEORGIA 30515-1749


THE CITY OF SNELLVILLE

BY:   
BARBARA BENDER, MAYOR

ATTEST:

BY:   
MELISA ARNOLD  
CITY CLERK  
(SEAL) 

APPROVED AS TO FORM:

BY:   
W. CHARLES ROSS, ASST. CITY ATTORNEY  
POWELL & EDWARDS ATTORNEYS AT LAW, PC  
P.O. BOX 1362  
LAWRENCEVILLE, GEORGIA 30046

THE CITY OF SUGAR HILL

BY:

  
STEVE EDWARDS, MAYOR

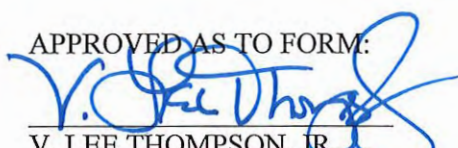
ATTEST:

BY:

  
JANE WHITTINGTON  
CITY CLERK  
(SEAL)

APPROVED AS TO FORM:

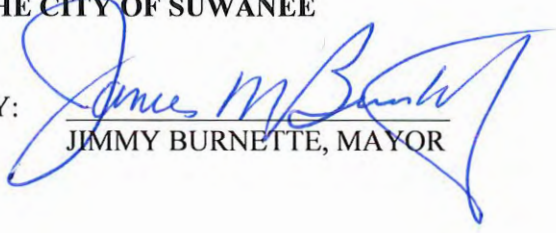
BY:

  
V. LEE THOMPSON, JR.  
THOMPSON, SWEENEY, KINSINGER & PEREIRA, P.C.  
P. O. BOX 1250  
LAWRENCEVILLE, GEORGIA 30046-1250



THE CITY OF SUWANEE

BY:

  
JIMMY BURNETTE, MAYOR

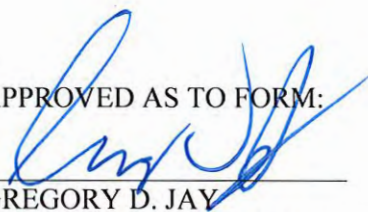
ATTEST:

BY:

  
ELVIRA ROGERS  
CITY CLERK  
(SEAL)

APPROVED AS TO FORM:

BY:

  
GREGORY D. JAY  
CHANDLER, BRITT, JAY & BECK, LLC  
P. O. BOX 1749  
BUFORD, GEORGIA 30515-1749



**BOARD OF COMMISSIONERS OF  
GWINNETT COUNTY, GEORGIA**

BY: *Charlotte J. Nash*  
CHARLOTTE J. NASH, CHAIRMAN

ATTEST:

BY: *Diane Kemp*  
DIANE KEMP, COUNTY CLERK

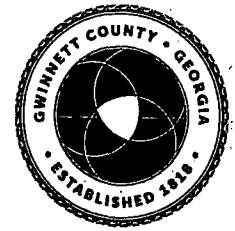


APPROVED AS TO FORM:

*Michael P. Ludwiczak*  
MICHAEL P. LUDWICZAK  
COUNTY ATTORNEY  
GWINNETT COUNTY LAW DEPARTMENT  
GWINNETT JUSTICE AND ADMINISTRATION CENTER  
75 LANGLEY DRIVE  
LAWRENCEVILLE, GEORGIA 30046-1250

# Community Services – Senior Services





75 Langley Drive • Lawrenceville, GA 30046-6935  
(tel) 770.822.8880 • (fax) 770.822.8893  
www.gwinnetthumanservices.com

gwinnettcountry

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into as of this 12 day of March, 2019 between the Gwinnett County Board of Commissioners and the City of Grayson for use of the Grayson Senior Center, including its kitchen and complimenting space, for the purpose of establishing a satellite location therein to provide Gwinnett County Health and Human Services, Senior Services section congregate meal program.

### A. Background

The Grayson Senior Center's mission is to serve as a focal point where older adults can gather for fellowship, programmatic, and engagement opportunities that allow for personal growth, independence, and community involvement.

The Older Americans Act (OAA) provides federal funding to Gwinnett County Health and Human Services, Senior Services through the Atlanta Regional Commission (Area Agency on Aging (AAA)) for the purpose of providing congregate meals, health promotion/disease prevention education, socialization, activities, yearly client assessments, and support services.

Gwinnett County Health and Human Services, Senior Services' goal for partnership with the City of Grayson is to fund a satellite congregate meal program with related nutrition education, senior recreation, and transportation services that supports older adults in the Grayson community. Program is open to all Gwinnett residents ages 60 and over along with their spouse and/or caregiver.

### B. General Understanding

Gwinnett County Health and Human Services, Senior Services section shall administer the program as per ODIS (Online Directives Information System of the Georgia Department of Human Services (DHS)) regulations. ODIS is a centralized electronic warehouse of the policies, procedures, and manuals of the programs and services provided by DHS.

Neither party shall discriminate against any person interested in participating in the program on the basis of age, disability, gender, national origin, race, religion, sexual orientation, sexual identity/expression, genetics, or status as a veteran in the performance of this MOU.

### **C. Purpose**

Given Grayson Senior Center's strategic location, its current level of participation, and area seniors' interest in Gwinnett County Health and Human Services, Senior Services' program, the Gwinnett County Board of Commissioners agrees to the establishment of a satellite location at the Grayson Senior Center.

#### **1. Gwinnett County Board of Commissioners Responsibilities:**

- a. Provide, administer, and maintain the congregate nutrition program at the Grayson Senior Center for a maximum of 25 to 40 participants.
- b. Hire and manage part-time support staff for the kitchen, program, and reporting purposes.
- c. Provide case managers for initial assessments of all enrolled participants for the creation of client files as mandated by ODIS.
- d. Provide yearly client reassessments to remain in compliance with program funding requirements.
- e. Maintain a program wait list of interested participants in excess of 25 to 40 seniors for the satellite location, program funding availability, and/or occupancy rate for the facility.
- f. Provide necessary resources to support the initiative and program operation from 8:00am to 2:00pm three days per week (Mondays, Tuesdays, and Wednesdays).
- g. At its own expense, will obtain and maintain facility and equipment inspections, licenses, and permits with yearly copies provided to Gwinnett County Health and Human Services, Senior Services section for yearly program monitoring by the Atlanta Regional Commission.
- h. Purchase a warming box and a lockable full-size refrigerator (to maintain county inventory). These are to be added to the Grayson Senior Center kitchen, which is already stocked with the balance of required equipment.
- i. Ensure staff complies with facility and campus rules, city ordinances, policies and procedures.
- j. Ensure program staff report to the facility on time and that any communication regarding facility issues are reported on a timely manner.
- k. Maintain all client files confidential as required by ODIS and in a locked cabinet.
- l. Gwinnett County Board of Commissioners will, at its own expense, obtain any program related licenses and permits including, but not limited to, Public Health kitchen and restroom inspections, performance rights, and/or permissions.

**2. City of Grayson Responsibilities:**

- a. City of Grayson shall provide Gwinnett County Board of Commissioners with the use of the Grayson Senior Center, its kitchen, and its complimenting space of \_\_\_\_ sq. ft.
- c. Retain, at its own expense, the responsibility for facility repairs, maintenance management, and the operation of the facility.
- d. Provide safe, operational, and adequate facilities (building, grounds, and surrounding campus) for Gwinnett County Health and Human Services, Senior Services' program, its staff, and program participants.
- e. Will provide appropriate training to program staff about city personnel contacts/contact information, city rules, ordinances, policies and procedures for communication, emergencies, facility, and campus use.
- f. Provide a secure area to maintain a locked cabinet with client files to maintain confidentiality per ODIS regulations.

**3. Mutual Responsibilities:**

- a. Both parties will work together to maintain a positive, nurturing and supportive environment for program participants.
- b. At the request of either party, a meeting or conference may be held to resolve challenges or to develop improvements in the operation of the program or the facility.
- c. No provision of this MOU is intended to nor shall it be construed to in any way waive any immunities or protections provided to the parties by the Constitution and laws of the State of Georgia.
- d. This Memorandum of Understanding shall be governed by, construed and applied in accordance with the laws of the State of Georgia, without regards to its conflict of laws and provisions.

**D. Funding**

This MOU is not a commitment for funds.

**E. Duration**

This MOU is at-will and may be modified by mutual written consent of the authorized parties. This MOU shall become effective upon the signature of the authorized officials listed below, will remain in effect from 15<sup>th</sup> day of April, 2019, through a period of one-year ending on 14<sup>th</sup> day of April, 2020. This MOU will automatically renew annually, unless terminated by either party upon 90-day written notice to the other party, or if terminated by mutual consent.

**Agreed and Acknowledged by:**

**Gwinnett County Board of Commissioners**

**City of Grayson, Georgia**

By: Charlotte Nash  
(Printed Name)

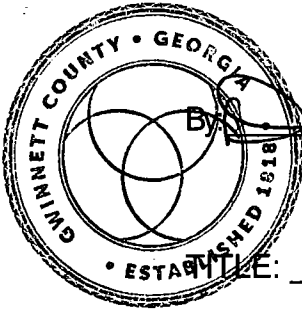
By: Allison L. Wilkerson  
(Printed Name)

By: Charlotte J. Nash  
(Signature)

By: Allison Wilkerson  
(Signature)

**Chairman, Gwinnett County  
Board of Commissioners  
75 Langley Drive  
Lawrenceville, GA 30045**

**Mayor, City of Grayson  
485 Grayson Parkway  
Grayson, GA 30017**



By: [Signature]  
ATTEST  
TITLE: County Clerk

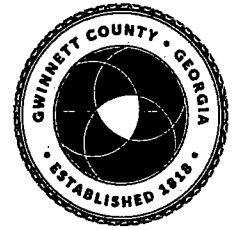
By: Laura Cone  
ATTEST

TITLE: City Administrator

APPROVED AS TO FORM:

[Signature]  
**Assistant County Attorney**





75 Langley Drive • Lawrenceville, GA 30046-6935  
(tel) 770.822.8880 • (fax) 770.822.8893  
www.gwinnetthumanservices.com

**gwinnettcounty**

## MEMORANDUM OF UNDERSTANDING

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This Memorandum of Understanding (MOU) is entered into as of this 12 day of March, 2019 between the Gwinnett County Board of Commissioners and the City of Snellville, Georgia for use of the Snellville Senior Center, including its kitchen and complimenting space, for the purpose of establishing a satellite location therein to provide Gwinnett County Health and Human Services, Senior Services section congregate meal program.

### A. Background

The Snellville Senior Center's mission is to serve as a focal point where older adults can gather for fellowship, programmatic, and engagement opportunities that allow for personal growth, independence, and community involvement.

The Older Americans Act (OAA) provides federal funding to Gwinnett County Health and Human Services, Senior Services through the Atlanta Regional Commission (Area Agency on Aging (AAA)) for the purpose of providing congregate meals, health promotion/disease prevention education, socialization, activities, yearly client assessments, and support services.

Gwinnett County Health and Human Services, Senior Services' goal for partnership with the City of Snellville is to fund a satellite congregate meal program with related nutrition education, senior recreation, and transportation services that supports older adults in the Snellville community. Program is open to all Gwinnett residents ages 60 and over along with their spouse and/or caregiver.

### B. General Understanding

Gwinnett County Health and Human Services, Senior Services section shall administer the program as per ODIS (Online Directives Information System of the Georgia Department of Human Services (DHS)) regulations. ODIS is a centralized electronic warehouse of the policies, procedures, and manuals of the programs and services provided by DHS.

Neither party shall discriminate against any person interested in participating in the program on the basis of age, disability, gender, national origin, race, religion, sexual orientation, sexual identity/expression, genetics, or status as a veteran in the performance of this MOU.

### **C. Purpose**

Given Snellville Senior Center's strategic location, its current level of participation, and area seniors' interest in Gwinnett County Health and Human Services, Senior Services' program, the Gwinnett County Board of Commissioners agrees to the establishment of a satellite location at the Snellville Senior Center.

#### **1. Gwinnett County Board of Commissioners Responsibilities:**

- a. Provide, administer, and maintain the congregate nutrition program at the Snellville Senior Center for a maximum of 25 to 40 participants.
- b. Hire and manage part-time support staff for the kitchen, program, and reporting purposes.
- c. Provide case managers for initial assessments of all enrolled participants for the creation of client files as mandated by ODIS.
- d. Provide yearly client reassessments to remain in compliance with program funding requirements.
- e. Maintain a program wait list of interested participants in excess of 25 to 40 seniors for the satellite location, program funding availability, and/or occupancy rate for the facility.
- f. Provide necessary resources to support the initiative and program operation from 8:00am to 3:00pm three days per week (Mondays, Wednesdays, and Fridays).
- g. Purchase a warming box and a lockable full-size refrigerator (to maintain county inventory). These are to be added to the Snellville Senior Center kitchen, which is already stocked with the balance of required equipment.
- h. Ensure staff complies with facility and campus rules, city ordinances, policies and procedures.
- i. Ensure program staff report to the facility on time and that any communication regarding facility issues are reported on a timely manner.
- j. Maintain all client files confidential as required by ODIS and in a locked cabinet.
- k. Gwinnett County Board of Commissioners will, at its own expense, obtain any program related licenses and permits including, but not limited to, Public Health kitchen and restroom inspections, performance rights, and/or permissions.

#### **2. City of Snellville Responsibilities:**

- a. City of Snellville shall provide Gwinnett County Board of Commissioners with the use of the Snellville Senior Center, its kitchen, and its complimenting space of 2500 sq. ft.
- b. At its own expense, the City of Snellville will obtain and maintain facility and equipment inspections, licenses, and permits with yearly copies

provided to Gwinnett County Health and Human Services, Senior Services section for yearly program monitoring by the Atlanta Regional Commission.

- c. Retain, at its own expense, the responsibility for facility repairs, maintenance management, and the operation of the facility.
- d. Provide safe, operational, and adequate facilities (building, grounds, and surrounding campus) for Gwinnett County Health and Human Services, Senior Services' program, its staff, and program participants.
- e. Will provide appropriate training to program staff about city personnel contacts/contact information, city rules, ordinances, policies and procedures for communication, emergencies, facility, and campus use.
- f. Provide a secure area to maintain a locked cabinet with client files to maintain confidentiality per ODIS regulations.

**3. Mutual Responsibilities:**

- a. Both parties will work together to maintain a positive, nurturing and supportive environment for program participants.
- b. At the request of either party, a meeting or conference may be held to resolve challenges or to develop improvements in the operation of the program or the facility.
- c. No provision of this MOU is intended to nor shall it be construed to in any way waive any immunities or protections provided to the parties by the Constitution and laws of the State of Georgia.
- d. This Memorandum of Understanding shall be governed by, construed and applied in accordance with the laws of the State of Georgia, without regards to its conflict of laws and provisions.

**D. Funding**

This MOU is not a commitment for funds.

**E. Duration**

This MOU is at-will and may be modified by mutual written consent of the authorized parties. This MOU shall become effective upon the signature of the authorized officials listed below, will remain in effect from 25th day of March, 2019, through a period of one-year ending on 24th day of March, 2020. This MOU will automatically renew annually, unless terminated by either party upon 90-day written notice to the other party, or if terminated by mutual consent.

**Agreed and Acknowledged by:**

**Gwinnett County Board of Commissioners**

**City of Snellville, Georgia**

By: Charlotte J Nash  
(Printed Name)

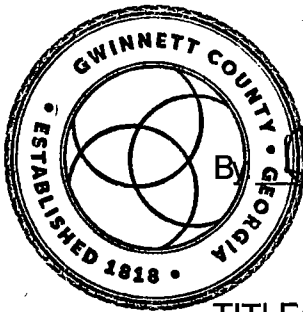
By: Barbara Bender  
(Printed Name)

By: Charlotte J Nash  
(Signature)

By: Bul Bul  
(Signature)

**Chairman, Gwinnett County  
Board of Commissioners  
75 Langley Drive  
Lawrenceville, GA 30045**

**Mayor, City of Snellville  
485 Snellville Parkway  
Snellville, GA 30017**



By: Diane Kemp  
ATTEST  
TITLE: County Clerk

By: Melissa Inwood  
ATTEST  
TITLE: City Clerk



APPROVED AS TO FORM:

Mary A. [Signature]  
Snr Assistant County Attorney



# Development and Enforcement

**Resolution Modifying and Continuing a Special Service District for  
Development and Enforcement Services**

**WHEREAS**, Gwinnett County (hereinafter "County") and the Cities of Auburn, Berkeley Lake, Braselton, Buford, Dacula, Duluth, Grayson, Lawrenceville, Lilburn, Loganville, Norcross, Peachtree Corners, Rest Haven, Snellville, Sugar Hill, and Suwanee (hereinafter collectively "the Cities"), have engaged in negotiations to formulate a new and updated Service Delivery Strategy to serve the needs of all of the citizens of the entire County, provide for funding equity, and to comply with the Service Delivery Strategy Act; and

**WHEREAS**, Article 9, Section 2, Paragraph 6 of the Georgia Constitution provides that special districts may be created for the provision of local government services within such districts; and

**WHEREAS**, said Article 9, Section 2 and Paragraph 6 of the Georgia Constitution provides that fees, assessments, and taxes may be levied and collected within such districts to pay the cost of providing such services therein and to construct and maintain facilities therefor; and

**WHEREAS**, said Article 9, Section 2 and Paragraph 6 of the Georgia Constitution provides that special districts may be created by county ordinance or resolution; and

**WHEREAS**, in 2012, the County created a Development and Enforcement District for the County's 2013 fiscal year as part of Service Delivery Strategy Agreement between the County and the Cities; and

**WHEREAS**, the County desires to make certain modifications to the Development and Enforcement District to be consistent with the revised and updated Service Delivery Strategy Agreement between the County and the Cities.

**NOW THEREFORE**, it is hereby resolved by the Board of Commissioners of Gwinnett County that:

1. Pursuant to the provisions of the Georgia Constitution, a special district known as the Development and Enforcement District is hereby modified and continued. Such special district shall consist of the unincorporated area of Gwinnett County. The boundaries of the Development and Enforcement District shall adjust accordingly in the event of the annexation of an unincorporated area by a City. The Development and Enforcement District shall survive all such changes in its boundaries as described herein.
2. The County shall provide planning, development, plan review, permitting, building inspections, zoning and code enforcement services within the Development and Enforcement District. These services may be modified by the County based upon its determination of public necessity, statutory or regulatory requirements, or business or financial necessity.
3. The costs associated with the Development and Enforcement district shall include the cost of all services associated with planning, development, permitting, zoning and code enforcement services provided within the unincorporated area of Gwinnett County.
4. The County shall fund the provision of services within the Development and Enforcement District, including the construction and maintenance of facilities and the acquisition and maintenance of equipment, through zoning fees, building and development fees, related license fees, regulatory fees, billboard fees, cell tower regulatory fees, other related fees, assessments and property taxes levied and collected by Gwinnett County solely within the Development and Enforcement District, and the issuance of debt as permitted by law.
5. The millage rate to be applied to the Development and Enforcement District will be determined and levied by the County. All homestead exemptions from ad valorem taxation provided by law shall be applied to property within the Development and Enforcement District.

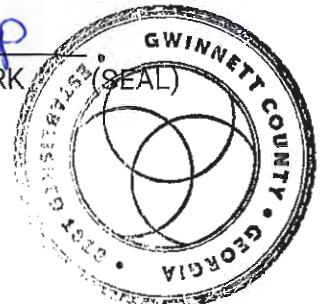
6. There shall be continued a separate Development and Enforcement District Fund in order to properly segregate the financial matters and records of the Development and Enforcement District. Costs, including but not limited to administrative costs as determined through an indirect cost allocation, and revenues attributable to this special district shall be accounted for in the Development and Enforcement District Fund in accordance with Generally Accepted Accounting Principles, recommendations by the Government Finance Officers Association, and in compliance with local, federal and state laws.
7. This Resolution is not intended to limit the permissible uses of Special Purpose Local Option Sales Tax proceeds (SPLOST) pursuant to Georgia law. SPLOST proceeds may be used for capital outlay projects as set forth in O.C.G.A. § 48-8-110 et seq.
8. The Development and Enforcement District shall be modified in accordance with this Resolution and continued on the date of execution of this Resolution to be effective for the County's 2020 fiscal year.

**SO RESOLVED** by official act of the Board of Commissioners of Gwinnett County this 26th day of February, 2020.

**BOARD OF COMMISSIONERS OF  
GWINNETT COUNTY, GEORGIA**

BY: Charlotte J. Nash  
CHARLOTTE J. NASH, CHAIRMAN

Attest: Diane Kemp  
DIANE KEMP, COUNTY CLERK



APPROVED AS TO FORM:

Michael P. Ludwiczak  
MICHAEL P. LUDWICZAK  
COUNTY ATTORNEY

# Fire and Emergency Medical Services

**Joint Resolution Modifying and Continuing a Special Service District  
For Fire and Emergency Medical Services**

**WHEREAS**, Gwinnett County (hereinafter "County") and the Cities of Auburn, Berkeley Lake, Braselton, Buford, Dacula, Duluth, Grayson, Lawrenceville, Lilburn, Norcross, Peachtree Corners, Rest Haven, Snellville, Sugar Hill, and Suwanee (hereinafter collectively the "Cities"), have engaged in negotiations to formulate a new and updated Service Delivery Strategy to serve the needs of all of their citizens, provide for funding equity, and to comply with the Service Delivery Strategy Act; and

**WHEREAS**, Article 9, Section 2, Paragraph 6 of the Georgia Constitution provides that special districts may be created for the provision of local government services within such districts; and

**WHEREAS**, said Article 9, Section 2 and Paragraph 6 of the Georgia Constitution provides that fees, assessments, and taxes may be levied and collected within such districts to pay the cost of providing such services therein and to construct and maintain facilities therefor; and

**WHEREAS**, said Article 9, Section 2 and Paragraph 6 of the Georgia Constitution provides that special districts may be created by municipal or county ordinance or resolution; and

**WHEREAS**, Article 9, Section 3, Paragraph 1 of the Georgia Constitution provides that cities and counties may enter into Intergovernmental Agreements for terms not exceeding fifty (50) years for the provision of services, for the provision of joint services, or for the joint or separate use of facilities or equipment; and

**WHEREAS**, the County and the Cities created a Fire and Emergency Medical Services District (hereinafter "Fire and EMS District") by Joint Resolution dated February 7, 2012; and

**WHEREAS**, the County and the Cities also entered into an Intergovernmental Agreement concerning the provision of Fire and Emergency Medical Services on February 7, 2012; and

**WHEREAS**, as part of the required Service Delivery Strategy Update, the County and the Cities have reviewed the existing Fire and EMS District and the existing Intergovernmental Agreement to Provide Fire and Emergency Medical Services; and

**WHEREAS**, the County and the Cities recognize the need to continue the Fire and EMS District with certain modifications to better serve the needs of all of their citizens; and

**WHEREAS**, the County and the Cities have entered into a new Intergovernmental Agreement, contemporaneously with this Resolution, concerning the provision of Fire and Emergency Medical Services to modify and continue the provision of Fire and Emergency Medical Services consistent with this Resolution and to meet the current needs of all of the citizens of the County and the Cities;

**NOW THEREFORE**, it is hereby resolved by the Board of Commissioners of Gwinnett County and the governing bodies of each of the Cities that:

1. Pursuant to the provisions of the Georgia Constitution and the Intergovernmental Agreement entered into by the County and the Cities, a special district known as the Fire and EMS District is hereby continued as set forth in this Resolution and such special district shall consist of the unincorporated area of Gwinnett County and the incorporated areas of the Cities located within Gwinnett County except for that part of the City of Loganville that is located in Gwinnett County. The boundaries of the Fire and EMS District shall adjust accordingly in the event of the annexation of an unincorporated area by the City of Loganville and the Fire and EMS District shall survive all such changes.
2. The County shall provide fire protection, response, planning, inspection, investigation, and related fire services and emergency medical services within the Fire and EMS District, including response and transport activities. These services may be modified by

the County based upon its determination of public necessity, statutory or regulatory requirements, or business or financial necessity, provided that any such modification shall affect the Fire and EMS District in a uniform and non-discriminatory manner.

3. The revenues required to fund the provision of Fire and Emergency Medical Services within the Fire and EMS District, including the construction and maintenance of facilities and the acquisition and maintenance of equipment, shall be derived from fire fees, fire plan review fees, other related fire fees, ambulance fees, other fees related to EMS Services, assessments, and property taxes levied and collected by the County solely within the Fire and EMS District, and the issuance of debt as permitted by law.
4. The millage rate to be applied to the Fire and EMS District will be determined and levied by the County. The Cities, by virtue of this Joint Resolution, expressly authorize the County to levy said millage rate on property located within the corporate limits of the Cities. Gwinnett County taxpayers in the Cities participating in the Fire and EMS District and taxpayers in unincorporated Gwinnett County will be assessed at a uniform millage rate for Fire and Emergency Medical Services for the life of the Fire and EMS District. All homestead exemptions from ad valorem taxation provided by law shall be applied to property within the Fire and EMS District.
5. There shall be continued a separate Fire and EMS District Fund in order to properly segregate the financial matters and records of the Fire and EMS District. Costs, including but not limited to administrative costs as determined through an indirect cost allocation, and revenues attributable to the Fire and EMS District shall be accounted for in the Fire and EMS District Fund in accordance with Generally Accepted Accounting Principles, recommendations by the Government Finance Officers Association, and in compliance with local, federal and state laws.



6. The County and the Cities agree that this Resolution is not intended to limit the permissible uses of Special Purpose Local Option Sales Tax proceeds (SPLOST) pursuant to Georgia law. SPLOST proceeds may be used for capital outlay projects as set forth in O.C.G.A. § 48-8-110 et seq.
7. The Fire and EMS District shall be modified in accordance with this Resolution and continued on the date of execution of this Resolution to be effective for the County's 2020 fiscal year.
8. The County and the Cities expressly agree that this Resolution, upon execution, shall govern the operation of the Fire and EMS District and shall supersede the Joint Resolution Creating a Special Service District for Fire and Emergency Medical Services adopted by the County and the Cities on February 7, 2012. The County and the Cities further expressly agree that this Agreement shall supersede any and all other agreements, or portions thereof, in conflict with this Agreement.

**SO RESOLVED** by official act of the Board of Commissioners of Gwinnett County and the governing bodies of each of the Cities this 26th day of February, 2020.

(Signatures on following pages)

**BOARD OF COMMISSIONERS OF  
GWINNETT COUNTY, GEORGIA**

BY: Charlotte J. Nash  
CHARLOTTE J. NASH, CHAIRMAN

ATTEST:

BY: Diane Kemp  
DIANE KEMP, COUNTY CLERK

APPROVED AS TO FORM:

Michael P. Ludwiczak

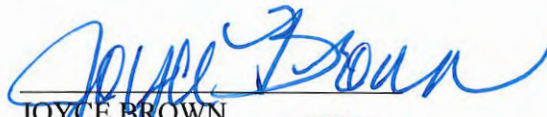
MICHAEL P. LUDWICZAK  
COUNTY ATTORNEY  
GWINNETT COUNTY LAW DEPARTMENT  
GWINNETT JUSTICE AND ADMINISTRATION CENTER  
75 LANGLEY DRIVE  
LAWRENCEVILLE, GEORGIA 30046-1250



**THE CITY OF AUBURN**


BY:   
LINDA BLECHINGER, MAYOR

ATTEST:


BY:   
JOYCE BROWN  
CITY CLERK  
(SEAL)

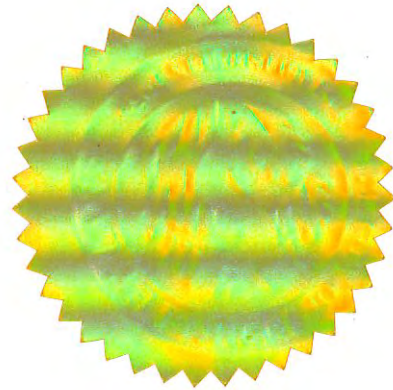


THE CITY OF BERKELEY LAKE

BY:   
LOIS D. SALTER, MAYOR

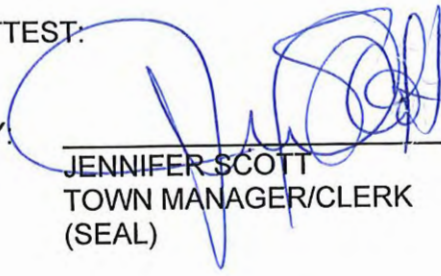
ATTEST:

BY:   
TOM ROZIER  
CITY ADMINISTRATOR/  
CITY CLERK  
(SEAL)




THE TOWN OF BRASELTON

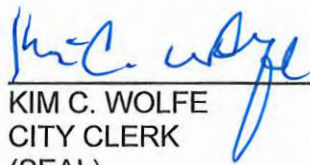
BY:   
BILL ORR, MAYOR

ATTEST:  
BY:   
JENNIFER SCOTT  
TOWN MANAGER/CLERK  
(SEAL)

THE CITY OF BUFORD

BY:   
PHILLIP BEARD  
COMMISSION CHAIRMAN


ATTEST:

BY:   
KIM C. WOLFE  
CITY CLERK  
(SEAL)

**THE CITY OF DACULA**

BY:   
HUGH D. KING, III, MAYOR

ATTEST:

BY:   
JOEY MURPHY  
CITY ADMINSTRATOR/CLERK  
(SEAL)




THE CITY OF DULUTH

BY:

  
NANCY HARRIS, MAYOR

ATTEST:

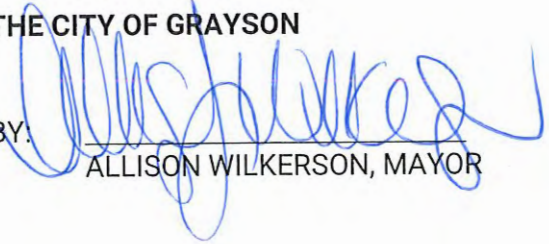
BY:

  
TERESA LYNN  
CITY CLERK  
(SEAL)



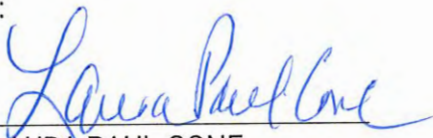
**THE CITY OF GRAYSON**

BY:

  
ALLISON WILKERSON, MAYOR

ATTEST:

BY:

  
LAURA PAUL-CONE  
CITY ADMINISTRATOR/  
CITY CLERK  
(SEAL)



THE CITY OF LAWRENCEVILLE

BY: David R. Still  
DAVID R. STILL, MAYOR

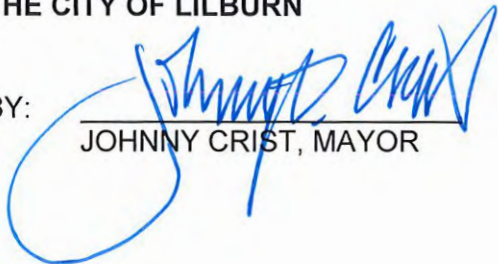
ATTEST:

BY: Karen Pierce  
KAREN PIERCE  
CITY CLERK  
(SEAL)



**THE CITY OF LILBURN**

BY:

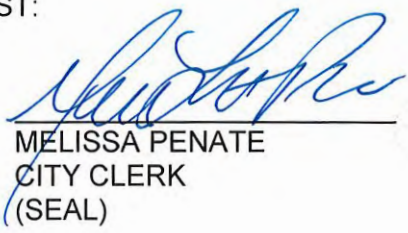


Handwritten signature of Johnny Crist in blue ink, written over a horizontal line.

JOHNNY CRIST, MAYOR

ATTEST:

BY:

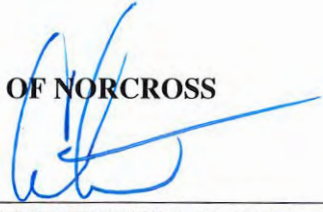


Handwritten signature of Melissa Penate in blue ink, written over a horizontal line.

MELISSA PENATE  
CITY CLERK  
(SEAL)

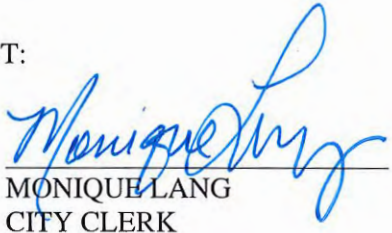
**THE CITY OF NORCROSS**

BY:

  
CRAIG NEWTON, MAYOR

ATTEST:

BY:


  
MONIQUE LANG  
CITY CLERK  
(SEAL)



THE CITY OF PEACHTREE CORNERS

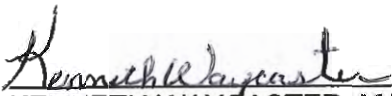
BY:   
MIKE MASON, MAYOR

ATTEST:


BY:   
KYM CHERECK  
CITY CLERK  
(SEAL)



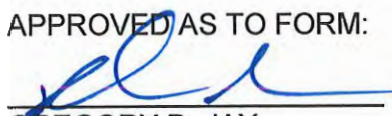
THE CITY OF REST HAVEN

BY:   
KENNETH WAYCASTER, MAYOR

ATTEST:

BY:   
MONICA MONTGOMERY  
CITY CLERK  
(SEAL)

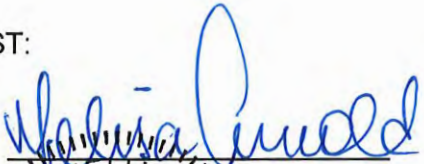
APPROVED AS TO FORM:

BY:   
GREGORY D. JAY  
CHANDLER, BRITT, & JAY, LLC  
P. O. BOX 1749  
BUFORD, GEORGIA 30515-1749

THE CITY OF SNELLVILLE

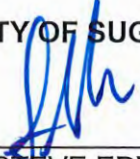
BY:   
BARBARA BENDER, MAYOR

ATTEST:

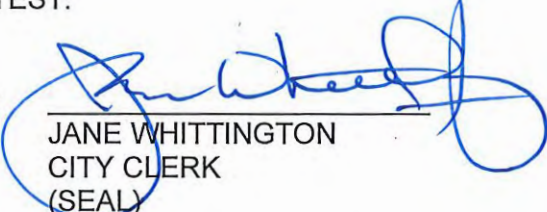
BY: 



THE CITY OF SUGAR HILL

BY:   
STEVE EDWARDS, MAYOR

ATTEST:

BY:   
JANE WHITTINGTON  
CITY CLERK  
(SEAL)






THE CITY OF SUWANEE

BY: *Jimmy Burnette*  
JIMMY BURNETTE, MAYOR

ATTEST:

BY: *Elvira Rogers*  
ELVIRA ROGERS  
CITY CLERK  
(SEAL)



# Fire and Emergency Medical Services

STATE OF GEORGIA

COUNTY OF GWINNETT

**INTERGOVERNMENTAL AGREEMENT TO PROVIDE**  
**FIRE AND EMERGENCY MEDICAL SERVICES**

THIS AGREEMENT is made and entered into this 26th day of February, 2020 by and between **GWINNETT COUNTY, GEORGIA**, a political subdivision of the State of Georgia (hereinafter "COUNTY"); and the **CITY OF AUBURN**, a municipal corporation chartered by the State of Georgia; the **CITY OF BERKELEY LAKE**, a municipal corporation chartered by the State of Georgia; the **TOWN OF BRASELTON**, a municipal corporation chartered by the State of Georgia; the **CITY OF BUFORD**, a municipal corporation chartered by the State of Georgia; the **CITY OF DACULA**, a municipal corporation chartered by the State of Georgia; the **CITY OF DULUTH**, a municipal corporation chartered by the State of Georgia; the **CITY OF GRAYSON**, a municipal corporation chartered by the State of Georgia; the **CITY OF LAWRENCEVILLE**, a municipal corporation chartered by the State of Georgia; the **CITY OF LILBURN**, a municipal corporation chartered by the State of Georgia; the **CITY OF NORCROSS**, a municipal corporation chartered by the State of Georgia; the **CITY OF PEACHTREE CORNERS**, a municipal corporation chartered by the State of Georgia; the **CITY OF REST HAVEN**, a municipal corporation chartered by the State of Georgia; the **CITY OF SNELLVILLE**, a municipal corporation chartered by the State of Georgia; the **CITY OF SUGAR HILL**, a municipal corporation chartered by the State of Georgia; and the **CITY OF SUWANEE**, a municipal corporation chartered by the State of Georgia, (hereinafter collectively the "Cities"), 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, the Cities 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) provides that any county, municipality, or any combination thereof may provide fire protection, ambulance and emergency rescue 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 created a Fire and Emergency Medical Services District (hereinafter "Fire and EMS District") by Joint Resolution dated February 7, 2012; and

**WHEREAS**, the County and the Cities also entered into an Intergovernmental Agreement concerning the provision of Fire and Emergency Medical Services on February 7, 2012; and

**WHEREAS**, as part of the required Service Delivery Strategy Update, the County and the Cities have reviewed the existing Fire and EMS District and the existing Intergovernmental Agreement to Provide Fire and Emergency Medical Services; and

**WHEREAS**, the County and the Cities recognize the need to continue the Fire and EMS District with certain modifications to better serve the needs of all of their citizens and have entered into Joint Resolution Modifying and Continuing a Special Service District for Fire and Emergency Services, contemporaneously with this Agreement; and

**WHEREAS**, the County and the Cities desire to enter into a new Intergovernmental Agreement concerning the provision of Fire and Emergency Medical Services to modify and continue the provision of fire and emergency medical services consistent with the Joint Resolution Modifying and Continuing a Special Service District for Fire and Emergency Services and to meet the current needs of all of the citizens of the County and the Cities; and

**WHEREAS**, the County and the Cities 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 AND TERM**

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 the Fire and Emergency Medical Services District (hereinafter "Fire and EMS District") and to provide for the manner of payment for such services. The Fire and EMS District shall consist of the unincorporated area of Gwinnett County and all of the incorporated areas of Gwinnett County except for the City of Loganville.

2. The term of this Agreement shall be for a period of thirty (30) years from the date of execution.

## ARTICLE II

### FIRE AND EMERGENCY MEDICAL SERVICES PROVIDED

#### WITHIN THE FIRE AND EMS DISTRICT

3. The County shall provide fire protection, response, planning, inspection, investigation, and related fire services and EMS services within the Fire and EMS District, including response and transport activities.

4. The County shall have the discretion to modify or discontinue the Fire and EMS Services so long as the above services are provided on a uniform basis to all residents of unincorporated Gwinnett County and of its Cities. Decisions about services will be based upon public needs, business necessity and statutory requirements.

5. The revenues required to fund the provision of the Fire and EMS District, including the construction and maintenance of facilities and the acquisition and maintenance of equipment, shall be derived from fire fees, fire plan review fees, other related fire fees, ambulance fees, other fees related to EMS Services, assessments, property taxes levied and collected solely within the Fire and EMS District for the sole purpose of funding the Fire and EMS Services within said District, and the issuance of debt as permitted by law.

6. The County and Cities agree that this Agreement is not intended to limit the permissible uses of Special Purpose Local Option Sales Tax proceeds (SPLOST) pursuant to Georgia law. SPLOST proceeds may be used for capital outlay projects as set forth in O.C.G.A. § 48-8-110 et seq.

7. The County shall maintain a Fire and EMS District Fund in order to properly segregate the financial matters and records of the Fire and EMS District. Costs, including but not limited to administrative costs as determined through an indirect cost allocation, and

revenues attributable to Fire and EMS services shall be accounted for within the Fire and EMS District Fund.

8. Taxpayers in the Cities participating in the Fire and EMS District and the taxpayers in unincorporated areas of Gwinnett County will be assessed at a uniform millage rate for Fire and EMS services for the life of the Fire and EMS District.

### **ARTICLE III**

#### **AMENDMENTS**

9. This Agreement may be modified at any time by mutual consent of the County and the Cities, as approved by their respective governing authorities, provided, however, that each City that is a party to this Agreement may enter into additional agreements with the County for the addition and/or deletion of services if such agreements do not abridge the rights of other Cities or impact the rights of such Cities as set forth in this Agreement.

### **ARTICLE IV**

#### **ASSIGNABILITY**

10. The County and Cities shall not assign any obligation or benefit of this Agreement without the written authorization of the governing authorities of all parties hereto.

### **ARTICLE V**

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

11. The County and Cities acknowledge that the terms of this Agreement constitute the entire understanding and agreement of the parties regarding the subject matter of this Agreement. The County and Cities expressly agree that the prior Intergovernmental Agreement to Provide Fire and Emergency Medical Services entered into on February 7, 2012 shall stand rescinded upon execution of this Agreement. The County and Cities further expressly agree that

this Agreement shall supersede any and all other agreements, or portions thereof, in conflict with this Agreement.

12. 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.

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

## **ARTICLE VI**

### **NOTICES**

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

a. If to the City of Auburn:

Mayor  
City of Auburn  
P. O. Box 1059  
Auburn, Georgia 30011

b. If to the City of Berkeley Lake:

Mayor  
City of Berkeley Lake  
4040 S. Berkeley Lake Road  
Berkeley Lake, Georgia 30096



c. If to the Town of Braselton:

Mayor  
Town of Braselton  
4982 Highway 53  
Braselton, Georgia 30517

d. If to the City of Buford:

Chairman  
City of Buford  
2300 Buford Highway  
Buford, Georgia 30518

e. If to the City of Dacula:

Mayor  
City of Dacula  
442 Harbins Road  
Dacula, Georgia 30019

f. If to the City of Duluth:

Mayor  
The City of Duluth  
3167 Main Street  
Duluth, Georgia 30096

g. If to the City of Grayson:

Mayor  
City of Grayson  
475 Grayson Parkway  
Grayson, Georgia 30017

h. If to the City of Lawrenceville:

Mayor  
City of Lawrenceville  
70 South Clayton Street  
Lawrenceville, Georgia 30046

i. If to the City of Lilburn:

Mayor  
City of Lilburn  
76 Main Street  
Lilburn, Georgia 30047

j. If to the City of Norcross:

Mayor  
City of Norcross  
65 Lawrenceville Street  
Norcross, Georgia 30071

k. If to the City of Peachtree Corners:

Mayor  
City of Peachtree Corners  
310 Technology Parkway  
Peachtree Corners, Georgia 30092

l. If to the City of Rest Haven

Mayor  
City of Rest Haven  
428 Thunder Road  
Buford, Georgia 30518

m. If to the City of Snellville:

Mayor  
City of Snellville  
2342 Oak Road  
Snellville, Georgia 30078

n. If to the City of Sugar Hill:

Mayor  
City of Sugar Hill  
4988 West Broad Street  
Sugar Hill, Georgia 30518

o. If to the City of Suwanee:

Mayor  
City of Suwanee  
330 Town Center Avenue  
Suwanee, Georgia 30024

p. 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 County and Cities 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.

THE CITY OF AUBURN

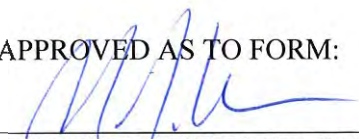
BY:   
LINDA BLECHINGER, MAYOR

ATTEST:

BY:   
JOYCE BROWN  
CITY CLERK  
(SEAL)




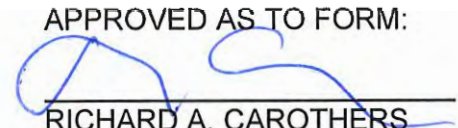
APPROVED AS TO FORM:

BY:   
ROBERT JACKSON WILSON  
ROBERT JACKSON WILSON, PC  
10 LUMPKIN STREET  
LAWRENCEVILLE, GEORGIA 30046

THE CITY OF BERKELEY LAKE

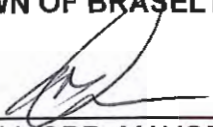
BY:   
LOIS D. SALTER, MAYOR


ATTEST:  
BY:   
TOM ROZIER  
CITY ADMINISTRATOR/  
CITY CLERK  
(SEAL)

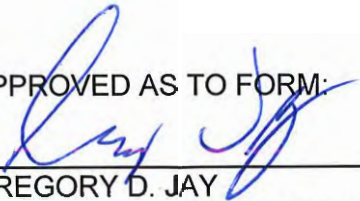
APPROVED AS TO FORM:  
BY:   
RICHARD A. CAROTHERS  
CAROTHERS & MITCHELL, LLC  
1809 BUFORD HIGHWAY  
BUFORD, GEORGIA 30518




**THE TOWN OF BRASELTON**

BY:   
BILL ORR, MAYOR

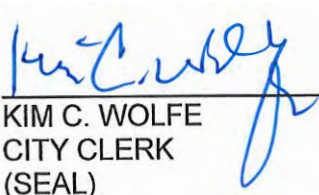
ATTEST:  
BY:   
JENNIFER SCOTT  
TOWN MANAGER/CLERK  
(SEAL)

APPROVED AS TO FORM:  
BY:   
GREGORY D. JAY  
CHANDLER, BRITT, & JAY, LLC  
P. O. BOX 1749  
BUFORD, GEORGIA 30515-1749

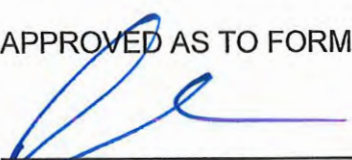
THE CITY OF BUFORD

BY:   
PHILLIP BEARD  
COMMISSION CHAIRMAN

ATTEST:

BY:   
KIM C. WOLFE  
CITY CLERK  
(SEAL)

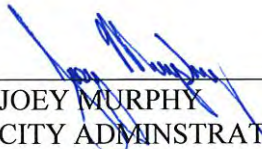
APPROVED AS TO FORM:

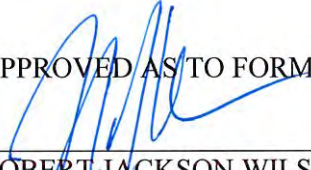
BY:   
GREGORY D. JAY  
CHANDLER, BRITT, & JAY, LLC  
P. O. BOX 1749  
BUFORD, GEORGIA 30515-1749

**THE CITY OF DACULA**

BY:   
HUGH D. KING, III, MAYOR

ATTEST:

BY:   
JOEY MURPHY  
CITY ADMINSTRATOR/CLERK  
(SEAL)

APPROVED AS TO FORM:  
  
ROBERT JACKSON WILSON  
ROBERT JACKSON WILSON, PC  
10 LUMPKIN STREET  
LAWRENCEVILLE, GEORGIA 30046

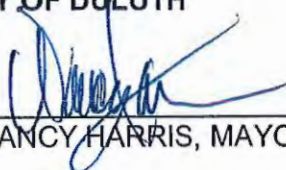


BY:




THE CITY OF DULUTH

BY:

  
NANCY HARRIS, MAYOR

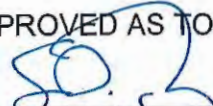
ATTEST:

BY:

  
TERESA LYNN  
CITY CLERK  
(SEAL)

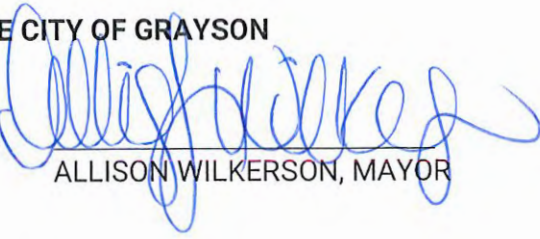
APPROVED AS TO FORM:

BY:

  
STEPHEN PEREIRA  
THOMPSON, SWEENEY, KINSINGER & PEREIRA, P.C.  
P. O. BOX 1250  
LAWRENCEVILLE, GEORGIA 30046-1250


THE CITY OF GRAYSON

BY:

  
ALLISON WILKERSON, MAYOR

ATTEST:

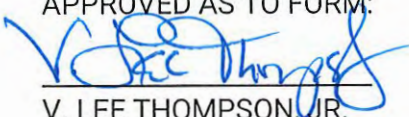
BY:

  
LAURA PAUL-CONE  
CITY ADMINISTRATOR/  
CITY CLERK  
(SEAL)



APPROVED AS TO FORM:

BY:

  
V. LEE THOMPSON, JR.  
THOMPSON, SWEENEY, KINSINGER & PEREIRA, P.C.  
P. O. BOX 1250  
LAWRENCEVILLE, GEORGIA 30046-1250

THE CITY OF LAWRENCEVILLE

BY: David R. Still  
DAVID R. STILL, MAYOR

ATTEST:

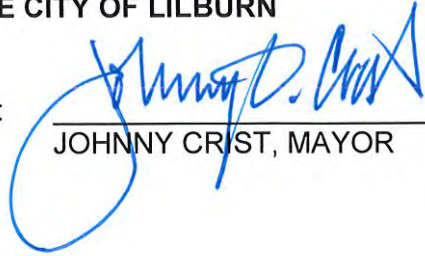
BY: Karen Pierce  
KAREN PIERCE  
CITY CLERK  
(SEAL)



APPROVED AS TO FORM:  
BY: V. Lee Thompson Jr.  
V. LEE THOMPSON JR.  
THOMPSON, SWEENEY, KINSINGER & PEREIRA, P.C.  
P. O. BOX 1250  
LAWRENCEVILLE, GEORGIA 30046-1250


THE CITY OF LILBURN

BY:

  
\_\_\_\_\_  
JOHNNY CRIST, MAYOR


ATTEST:

BY:

  
\_\_\_\_\_  
MELISSA PENATE  
CITY CLERK  
(SEAL)

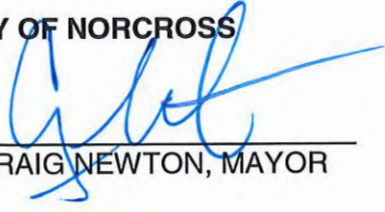
APPROVED AS TO FORM:

BY:

  
\_\_\_\_\_  
RICHARD A. CAROTHERS  
CAROTHERS & MITCHELL, LLC  
1809 BUFORD HIGHWAY  
BUFORD, GEORGIA 30518


THE CITY OF NORCROSS

BY:

  
CRAIG NEWTON, MAYOR

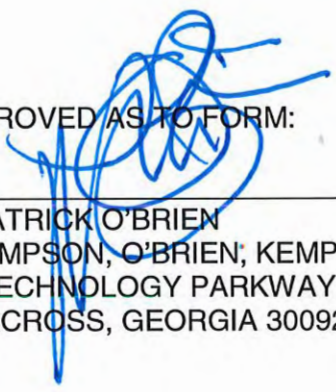
ATTEST:

BY:

  
MONIQUE LANG  
CITY CLERK  
(SEAL)

APPROVED AS TO FORM:

BY:

  
J. PATRICK O'BRIEN  
THOMPSON, O'BRIEN, KEMP & NASUTI, P.C.  
40 TECHNOLOGY PARKWAY SOUTH, SUITE 300  
NORCROSS, GEORGIA 30092



THE CITY OF PEACHTREE CORNERS

BY: *Mike Mason*  
MIKE MASON, MAYOR

ATTEST:

BY: *Kymberly Chereck*  
KYM CHERECK  
CITY CLERK  
(SEAL)


APPROVED AS TO FORM:  
BY: *David E. Rhodes*  
DAVID E. RHODES  
RILEY MCCLENDON, LLC  
315 WASHINGTON AVENUE  
MARIETTA, GEORGIA 30060



THE CITY OF REST HAVEN

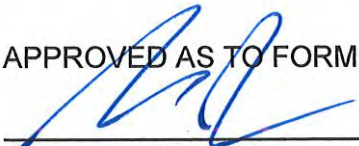
BY:   
KENNETH WAYCASTER, MAYOR

ATTEST:

BY:   
MONICA MONTGOMERY  
CITY CLERK  
(SEAL)

APPROVED AS TO FORM:

BY:

  
GREGORY D. JAY  
CHANDLER, BRITT, & JAY, LLC  
P. O. BOX 1749  
BUFORD, GEORGIA 30515-1749

THE CITY OF SNELLVILLE

BY:   
BARBARA BENDER, MAYOR

ATTEST:

BY: 



APPROVED AS TO FORM:

BY: 

W. CHARLES ROSS, ASST. CITY ATTORNEY  
POWELL & EDWARDS ATTORNEYS AT LAW, PC  
P.O. BOX 1362  
LAWRENCEVILLE, GEORGIA 30046



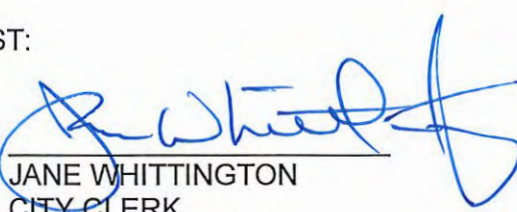
THE CITY OF SUGAR HILL

BY:

  
STEVE EDWARDS, MAYOR


ATTEST:

BY:

  
JANE WHITTINGTON  
CITY CLERK  
(SEAL)

APPROVED AS TO FORM:

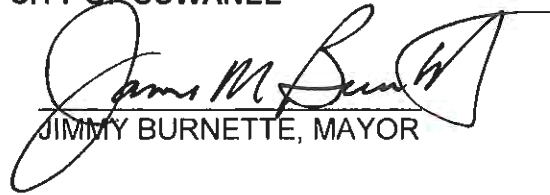
BY:

  
V. LEE THOMPSON, JR.  
THOMPSON, SWEENEY, KINSINGER & PEREIRA, P.C.  
P. O. BOX 1250  
LAWRENCEVILLE, GEORGIA 30046-1250



THE CITY OF SUWANEE

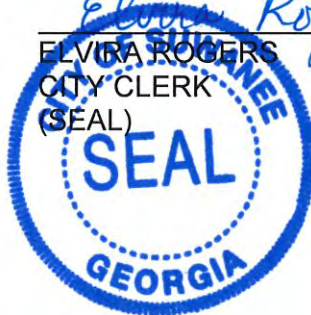
BY:

  
JIMMY BURNETTE, MAYOR

ATTEST:

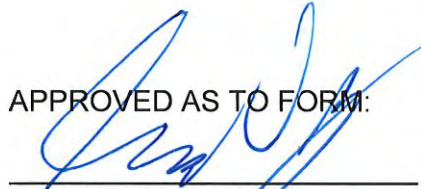
BY:

  
ELVIRA ROGERS  
CITY CLERK  
(SEAL)



APPROVED AS TO FORM:

BY:

  
GREGORY D. JAY  
CHANDLER, BRITT, JAY & BECK, LLC  
P. O. BOX 1749  
BUFORD, GEORGIA 30515-1749

**BOARD OF COMMISSIONERS OF  
GWINNETT COUNTY, GEORGIA**

BY: *Charlotte J. Nash*  
CHARLOTTE J. NASH, CHAIRMAN

ATTEST:

BY: *Diane Kemp*  
DIANE KEMP, COUNTY CLERK



APPROVED AS TO FORM:

*Michael P. Ludwiczak*

MICHAEL P. LUDWICZAK  
COUNTY ATTORNEY  
GWINNETT COUNTY LAW DEPARTMENT  
GWINNETT JUSTICE AND ADMINISTRATION CENTER  
75 LANGLEY DRIVE  
LAWRENCEVILLE, GEORGIA 30046-1250

# Loganville Emergency Medical Services

**Joint Resolution Modifying and Continuing a Special Service District  
For Loganville Emergency Medical Services**

**WHEREAS**, Gwinnett County (hereinafter "County") and the City of Loganville (hereinafter "Loganville") have engaged in negotiations to formulate a new and updated Service Delivery Strategy to serve the needs of their citizens, provide for funding equity, and to comply with the Service Delivery Strategy Act; and

**WHEREAS**, Article 9, Section 2, Paragraph 6 of the Georgia Constitution provides that special districts may be created for the provision of local government services within such districts; and

**WHEREAS**, said Article 9, Section 2 and Paragraph 6 of the Georgia Constitution provides that fees, assessments, and taxes may be levied and collected within such districts to pay the cost of providing such services therein and to construct and maintain facilities therefor; and

**WHEREAS**, said Article 9, Section 2 and Paragraph 6 of the Georgia Constitution provides that special districts may be created by municipal or county ordinance or resolution; and

**WHEREAS**, Article 9, Section 3, Paragraph 1 of the Georgia Constitution provides that cities and counties may enter into Intergovernmental Agreements for terms not exceeding fifty (50) years for the provision of services, for the provision of joint services, or for the joint or separate use of facilities or equipment; and

**WHEREAS**, the County and Loganville created an Emergency Medical Services District (hereinafter "Loganville EMS District") for Loganville by Joint Resolution dated February 7, 2012; and

**WHEREAS**, the County and Loganville also entered into an Intergovernmental Agreement concerning the provision of Emergency Medical Services within the Loganville EMS District on February 7, 2012; and

**WHEREAS**, as part of the required Service Delivery Strategy Update, the County and Loganville have reviewed the existing Loganville EMS District and the existing Intergovernmental Agreement to Provide Emergency Medical Services within the Loganville EMS District; and

**WHEREAS**, the County and Loganville recognize the need to continue the Loganville EMS District with certain modifications to better serve the needs of all of their citizens; and

**WHEREAS**, the County and Loganville have entered into a new Intergovernmental Agreement, contemporaneously with this Resolution, concerning the provision of Emergency Medical Services within the Loganville EMS District to modify and continue the provision of Emergency Medical Services consistent with this Resolution to meet the current needs of all of the citizens of the County and Loganville;

**NOW THEREFORE**, it is hereby resolved by the Board of Commissioners of the County and the governing body of Loganville that:

1. Pursuant to the provisions of the Georgia Constitution and the Intergovernmental Agreement entered into by the County and Loganville, a special district known as the Loganville EMS District is hereby continued and such special district shall consist of the incorporated area of Loganville located within Gwinnett County. The boundaries of the Loganville EMS shall adjust accordingly in the event of the annexation of an unincorporated area by Loganville and the Loganville EMS District shall survive all such changes. In the event that Loganville exercises its right to opt out of Emergency Medical Services (hereinafter "EMS services") provided by the County, the Loganville EMS District shall stand dissolved as of the effective date of the election.

2. The County shall provide EMS services, including ambulance services, and other services associated with the provision of EMS services and required to be provided with EMS services, within the Loganville EMS District. These services may be modified by the County based upon its determination of public necessity, statutory or regulatory requirements, or business or financial necessity, provided that any such modification shall affect the Loganville EMS District in a uniform and non-discriminatory manner.
3. There shall be continued a separate Loganville EMS District Fund in order to properly segregate the financial matters and records of the Loganville EMS District. Costs, including but not limited to, administrative costs as determined through an indirect cost allocation and revenues attributable to the Loganville EMS District shall be accounted for in the Loganville EMS District Fund in accordance with Generally Accepted Accounting Principles, recommendations by the Government Finance Officers Association, and in compliance with local, federal and state laws.
4. The Fund Balance held in the Loganville EMS District Fund as of the date of adoption of this Resolution shall remain to continue to fund the services of the Loganville EMS District.
5. Once the funds remaining in the Loganville EMS District Fund described in Paragraph 4 herein are depleted, then property taxes may be collected to fund the District. The revenues required to fund the provision of EMS services within the Loganville EMS District, including the construction and maintenance of facilities and the acquisition and maintenance of equipment, shall be derived from ambulance fees, other fees related to EMS Services, assessments, and property taxes levied and collected by the County solely within the Loganville EMS District, and the issuance of debt as permitted by law.
6. The millage rate to be applied to the Loganville EMS District will be determined and levied by the County. Loganville, by virtue of this Joint Resolution, expressly authorizes

the County to levy said millage rate on property located within the corporate limits of Loganville when necessary to continue the operations of the Loganville EMS District. All homestead exemptions from ad valorem taxation provided by law shall be applied to property within the Loganville EMS District.

7. Any tax to be assessed against the Loganville EMS District (and the only tax assessed within the Loganville EMS District) shall be based upon costs using the following formula:
  - i. Expenditures and revenues shall be based on the current year's total budgeted figures for the Fire and EMS District Fund.
  - ii. Current year's certified digest.
  - iii. Net Cost for EMS services shall be 20% of the expenditures of the County Fire and Emergency Services Department less all revenues collected for ambulance fees and other related emergency medical services.
  - iv. Net Cost shall be multiplied by the Loganville's percentage of the current year's certified county-wide net tax digest.
8. The County and Loganville agree that this Resolution is not intended to limit the permissible uses of Special Purpose Local Option Sales Tax proceeds (SPLOST) pursuant to Georgia law. SPLOST proceeds may be used for capital outlay projects as set forth in O.C.G.A. § 48-8-110 et seq.
9. The Loganville EMS District shall be modified in accordance with this Resolution and continued on the date of execution of this Resolution to be effective for the County's 2020 fiscal year.
10. The County and Loganville expressly agree that this Resolution, upon execution, shall govern the operation of the Loganville EMS District and shall supersede the Joint



Resolution Creating a Special Service District for Loganville Emergency Medical Services  
adopted by Gwinnett County and Loganville on February 7, 2012.

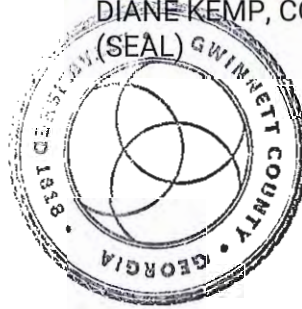
**SO RESOLVED** by official act of the Board of Commissioners of Gwinnett County and the  
governing body of Loganville this 26th day of February, 2020.

(Signatures on following pages)

**BOARD OF COMMISSIONERS OF  
GWINNETT COUNTY, GEORGIA**

BY: *Charlotte J. Nash*  
CHARLOTTE J. NASH, CHAIRMAN

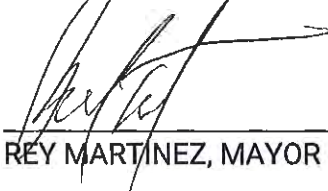
Attest: *Diane Kemp*  
DIANE KEMP, COUNTY CLERK



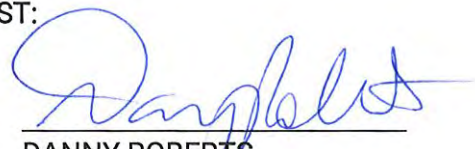
APPROVED AS TO FORM:

*Michael P. Ludwiczak*  
MICHAEL P. LUDWICZAK  
COUNTY ATTORNEY  
GWINNETT COUNTY LAW DEPARTMENT  
GWINNETT JUSTICE AND ADMINISTRATION CENTER  
75 LANGLEY DRIVE  
LAWRENCEVILLE, GEORGIA 30046-1250

**THE CITY OF LOGANVILLE**

BY:   
REY MARTINEZ, MAYOR

ATTEST:

BY:   
DANNY ROBERTS  
CITY MANAGER/CITY CLERK  
(SEAL)

STATE OF GEORGIA

COUNTY OF GWINNETT

**INTERGOVERNMENTAL AGREEMENT TO PROVIDE EMERGENCY MEDICAL  
SERVICES WITHIN THE LOGANVILLE EMS DISTRICT**

THIS AGREEMENT is made and entered into this 26<sup>th</sup> day of February, 2020 by and between **GWINNETT COUNTY, GEORGIA**, a political subdivision of the State of Georgia (hereinafter "COUNTY"); and the **CITY OF LOGANVILLE**, a municipal corporation chartered by the State of Georgia (hereinafter "LOGANVILLE"), 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, the City 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)(3) provides that any county, municipality, or any combination thereof may provide ambulance and emergency rescue 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 Loganville created an Emergency Medical Services District (hereinafter "Loganville EMS District") for Loganville by a Joint Resolution dated February 7, 2012; and

**WHEREAS**, the County and Loganville also entered into an Intergovernmental Agreement concerning the provision of Emergency Medical Services within the Loganville EMS District on February 7, 2012; and

**WHEREAS**, as part of the required Service Delivery Strategy Update, the County and Loganville have reviewed the existing Loganville EMS District and the existing Intergovernmental Agreement to Provide Emergency Medical Services within the Loganville EMS District; and

**WHEREAS**, the County and Loganville recognize the need to continue the Loganville EMS District with certain modifications to better serve the needs of all of their citizens and have entered into Joint Resolution Modifying and Continuing a Special Service District for Loganville Emergency Medical Services, contemporaneously with this Agreement; and

**WHEREAS**, the County and Loganville desire to enter into a new Intergovernmental Agreement concerning the provision of Emergency Medical Services within the Loganville EMS District to modify and continue the provision of Emergency Medical Services consistent with the Joint Resolution Modifying and Continuing a Special Service District for Loganville Emergency Medical Services and to meet the current needs of all of the citizens of the County and Loganville; and

**WHEREAS**, the County and Loganville 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 Loganville do agree and consent to the following:

## **ARTICLE I**

### **PURPOSE AND TERM**

1. The purpose of this Agreement is to define the nature and scope of emergency medical services to be provided by the County within the Loganville EMS District and to provide for the manner of payment for such services. The Loganville EMS District shall consist of that portion of the City of Loganville that lies within Gwinnett County.

2. The term of this Agreement shall be for a period of thirty (30) years from the date of execution.

## **ARTICLE II**

### **EMERGENCY MEDICAL SERVICES PROVIDED WITHIN**

3. The County shall provide the following Emergency Medical Services within the Loganville EMS District:

Ambulance and other services associated with the provision of emergency medical care and transport (hereinafter "EMS services"). Emergency medical response may be delivered via fire equipment based on the County's standard operating procedures.

4. The County shall have the discretion to modify the EMS Services so long as the above services are provided on a uniform basis to all residents of that portion of Loganville which is located in Gwinnett County, and any such modification shall be consistent with the delivery of EMS services throughout the County. Decisions about services will be based upon public needs, business necessity and statutory requirements.

5. The County shall continue to maintain a Loganville EMS District Fund in order to properly segregate the financial matters and records of the Loganville EMS District. Costs,

Page 3 of 9

including but not limited to administrative costs as determined through an indirect cost allocation, and revenues attributable to EMS services with the Loganville EMS District shall be accounted for within the Loganville EMS District.

6. EMS services provided pursuant to this Agreement shall be funded from the fund balance currently with the Loganville EMS District Fund until such fund is depleted. Once the funds within the Loganville EMS District Fund are depleted, then property taxes may be collected to fund the District and/or debt may be issued as permitted by law. Any tax and assessment to be assessed against the Loganville EMS District shall be based upon costs calculated using the following formula:

- i. Expenditures and revenues shall be based on the current year's total budgeted figures for the Fire and EMS District Fund.
- ii. Current year's certified digest.
- iii. Net Cost for EMS services shall be 20% of the expenditures of the County Fire and Emergency Services Department less all revenues collected for ambulance fees and other related emergency medical services.
- iv. Net Cost shall be multiplied by the Loganville's percentage of the current year's certified county-wide net tax digest.

7. The County and Loganville agree that this Agreement is not intended to limit the permissible uses of Special Purpose Local Option Sales Tax proceeds (SPLOST) pursuant to Georgia law. SPLOST proceeds may be used for capital outlay projects as set forth in O.C.G.A. § 48-8-110 et seq.

8. Loganville shall have the right to opt out of County-provided EMS services by giving the County notice thereof on or before January 31 of each year so long as such option is approved by the appropriate State authority. To exercise such option, Loganville shall adopt a resolution

which requests that the County discontinue EMS services within Loganville and that the Loganville EMS District be dissolved. To allow for planning and budgeting, as well as adequate transition time, such approved resolution must be delivered to the County by January 31 of the calendar year preceding the calendar year that Loganville will opt out of EMS services provided by the County. Any such election shall be effective January 1 of the year following the delivery of the resolution described in the paragraph. Any portion of the fund balance in the Loganville EMS District fund which has not been spent at the time of dissolution of the Loganville EMS District shall be remitted to Loganville.

9. In the event that the Region 3 Advisory Council of the State Office of Emergency Medical Services authorizes Loganville to opt out of the Loganville EMS District, said District and this Agreement to provide services shall automatically terminate.

### **ARTICLE III**

#### **AMENDMENTS**

10. This Agreement may be modified at any time by mutual written consent of both the County and Loganville, as approved by their governing authorities.

### **ARTICLE IV**

#### **ASSIGNABILITY**

11. Neither the County nor Loganville shall assign any obligation or benefit of this Agreement without the written authorization of the governing authorities of both the County and Loganville.

### **ARTICLE V**

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

12. The County and Loganville acknowledge that the terms of this Agreement constitute the entire understanding and agreement regarding the subject matter of this Agreement. The



County and Loganville further acknowledge and agree that the Intergovernmental Agreement to Provide Emergency Medical Services within the Loganville EMS District entered into on February 7, 2012 shall stand rescinded upon execution of this Agreement.

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

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

## **ARTICLE VI**

### **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 Loganville:

Mayor  
City of Loganville  
4385 Pecan Street  
Loganville, Georgia 30052

b. If to Gwinnett County:

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

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

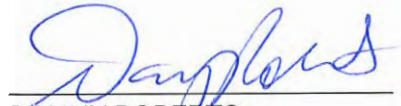
THE CITY OF LOGANVILLE

BY:

  
REY MARTINEZ, MAYOR


ATTEST:

BY:

  
DANNY ROBERTS  
CITY MANAGER/CITY CLERK  
(SEAL)

APPROVED AS TO FORM:

BY:

  
ROBYN OLIVER WEBB  
HOFFER & WEBB, LLC  
3190 NORTH EXPRESSWAY  
CHAMBLEE, GEORGIA 30341

**BOARD OF COMMISSIONERS OF  
GWINNETT COUNTY, GEORGIA**

BY: Charlotte J. Nash  
CHARLOTTE J. NASH, CHAIRMAN

Attest: Diane Kemp  
DIANE KEMP, COUNTY CLERK



APPROVED AS TO FORM:

Michael P. Ludwiczak

MICHAEL P. LUDWICZAK  
COUNTY ATTORNEY  
GWINNETT COUNTY LAW DEPARTMENT  
GWINNETT JUSTICE AND ADMINISTRATION CENTER  
75 LANGLEY DRIVE  
LAWRENCEVILLE, GEORGIA 30046-1250

# Police Services

**Joint Resolution Modifying and Continuing a Special Service District  
For Police Services**

**WHEREAS**, Gwinnett County (hereinafter "County") and the Cities of Berkeley Lake, Buford, Dacula, Grayson, Peachtree Corners, Rest Haven, and Sugar Hill, (hereinafter collectively "the Non-Police Cities"), have engaged in negotiations to formulate a new Service Delivery Strategy to serve the needs of all of their citizens, provide for funding equity, and to comply with the Service Delivery Strategy Act; and

**WHEREAS**, Article 9, Section 2, Paragraph 6 of the Georgia Constitution provides that special districts may be created for the provision of local government services within such districts; and

**WHEREAS**, said Article 9, Section 2 and Paragraph 6 of the Georgia Constitution provides that fees, assessments, and taxes may be levied and collected within such districts to pay the cost of providing such services therein and to construct and maintain facilities therefor; and

**WHEREAS**, said Article 9, Section 2 and Paragraph 6 of the Georgia Constitution provides that special districts may be created by municipal or county ordinance or resolution; and

**WHEREAS**, Article 9, Section 3, Paragraph 1 of the Georgia Constitution provides that cities and counties may enter into Intergovernmental Agreements for terms not exceeding fifty (50) years for the provision of services, for the provision of joint services, or for the joint or separate use of facilities or equipment; and

**WHEREAS**, the County and the Non-Police Cities created a Special Service District for Police Services (hereinafter "Police Service District") by Joint Resolution dated February 7, 2012; and

**WHEREAS**, the County and the Non-Police Cities also entered into an Intergovernmental Agreement to Provide Police Services Within a Police Service District on February 7, 2012; and

**WHEREAS**, as part of the required Service Delivery Strategy Update, the County and the Non-Police Cities have reviewed the existing Police Service District and the existing Intergovernmental Agreement to Provide Police Services Within a Police Service District; and

**WHEREAS**, the County and the Non-Police Cities recognize the need to continue the Police Service District with certain modifications to better serve the needs of all of their citizens; and

**WHEREAS**, as part of the modifications, the County and the Non-Police Cities desire to enumerate the revenues which will fund the Police Service District; and

**WHEREAS**, the County and the Non-Police Cities have entered into a new Intergovernmental Agreement, contemporaneously with this Resolution, concerning the provision of Police Services within the Police Service District to modify and continue the provision of police services consistent with this Resolution to meet the current needs of all of the citizens of the County and the Non-Police Cities;

**NOW THEREFORE**, it is hereby resolved by the Board of Commissioners of Gwinnett County and the governing bodies of each of the Non-Police Cities that:

1. Pursuant to the provisions of the Georgia Constitution and the Intergovernmental Agreement entered into by the County and the Non-Police Cities, a special district known as the Police Service District is hereby continued and such special district shall consist of the unincorporated area of Gwinnett County and the incorporated areas of the Non-Police Cities located within Gwinnett County. The boundaries of the Police Service District shall be subject to the provisions of the Intergovernmental Agreement relating to Police Service District participation and shall adjust accordingly in the event of the annexation of an unincorporated area by a City that provides its own Police Services. The Police Service District shall survive all such changes in its boundaries as described herein.
2. The County shall provide the following Police Services within the Police Service District:
  - a. Accident Investigation

- b. Alcohol & Vice
- c. Asset Forfeitures
- d. Aviation
- e. Commercial Vehicle Enforcement
- f. Crime Analysis
- g. Crime Prevention
- h. Crime Scene Investigation
- i. Crime Suppression
- j. Criminal Intelligence Analysis
- k. DUI Task Force
- l. Field Intelligence
- m. Gang Unit
- n. Highway Interdiction
- o. Joint Terrorism Task Force
- p. K-9 Teams
- q. Motor Unit
- r. Narcotics
- s. Park Police
- t. Persons/Property Investigations
- u. Property/Evidence
- v. Red Light Camera Enforcement
- w. Scene Investigation
- x. General Law Enforcement Administration
- y. Technical Support
- z. Uniform Police Patrol



- aa. Prosecution of Traffic Violations Occurring within any Non-Police Cities and the unincorporated area of Gwinnett County.

These services may be modified by the County based upon its determination of public necessity, statutory or regulatory requirements, or business or financial necessity, provided that any such modifications shall affect the Police Service District in a uniform and non-discriminatory manner.

- 3. The costs associated with the Police Service District shall include, but not be limited to, administrative costs as determined through an indirect cost allocation, the costs associated with the Gwinnett County Recorder's Court and Clerk's office, and the portion of the Solicitor's office assigned to prosecute cases within the Recorder's Court.
- 4. Police Services provided within the Police Service District, including the construction and maintenance of facilities and the acquisition and maintenance of equipment, shall be funded through unincorporated area revenues generated by insurance premium taxes, and fines, forfeitures, and fees of the Recorder's Court and Clerk's office, other related fees and revenues, assessments, and property taxes levied and collected by the County solely within the Police Service District, and the issuance of debt as permitted by law.
- 5. The millage rate to be applied to the Police Service District will be determined and levied by the County. The Non-Police Cities, by virtue of this Joint Resolution, expressly authorize the County to levy said millage rate on property located within the corporate limits of the Non-Police Cities. Taxpayers in the Non-Police Cities participating in the Police Service District and taxpayers in unincorporated Gwinnett County will be assessed at a uniform millage rate for Police Services for the life of the Police Service District. All homestead exemptions from ad valorem taxation provided by law shall be applied to property within the Police Service District.

6. There shall be continued a separate Police Service District Fund in order to properly segregate the financial matters and records of the Police Service District. Costs and revenues attributable to the Police Service District shall be accounted for in the Police Service District Fund in accordance with Generally Accepted Accounting Principles, recommendations by the Government Finance Officers Association, and in compliance with local, federal and state laws.
7. The County and the Non-Police Cities agree that this Resolution is not intended to limit the permissible uses of Special Purpose Local Option Sales Tax proceeds (SPLOST) pursuant to Georgia law. SPLOST proceeds may be used for capital outlay projects as set forth in O.C.G.A. § 48-8-110 et seq.
8. The Police Service District shall be modified in accordance with this Resolution and continued on the date of execution of this Resolution to be effective for the County's 2020 fiscal year.
9. The County and the Non-Police Cities expressly agree that this Resolution, upon execution, shall govern the operation of the Police Service District and shall supersede the Joint Resolution Creating a Special Service District for Police Services adopted by the County and the Non-Police Cities on February 7, 2012. The County and the Non-Police Cities further expressly agree that this Agreement shall supersede any and all other agreements, or portions thereof, in conflict with this Agreement.

**SO RESOLVED** by official act of the Board of Commissioners of Gwinnett County and the governing bodies of each of the Non-Police Cities this 26<sup>th</sup> day of February, 2020.

(Signatures on following pages)

**BOARD OF COMMISSIONERS OF  
GWINNETT COUNTY, GEORGIA**

BY: *Charlotte J. Nash*  
CHARLOTTE J. NASH, CHAIRMAN

ATTEST:  
  
BY: *Diane Kemp*  
DIANE KEMP, COUNTY CLERK

APPROVED AS TO FORM:

*Michael P. Ludwiczak*  
MICHAEL P. LUDWICZAK  
COUNTY ATTORNEY  
GWINNETT COUNTY LAW DEPARTMENT  
GWINNETT JUSTICE AND ADMINISTRATION CENTER  
75 LANGLEY DRIVE  
LAWRENCEVILLE, GEORGIA 30046-1250

**THE CITY OF BERKELEY LAKE**


BY: *Lois D. Salter*  
LOIS D. SALTER, MAYOR

ATTEST:

BY: *[Signature]*  
TOM ROZIER  
CITY ADMINISTRATOR/  
CITY CLERK  
(SEAL)



THE CITY OF BUFORD

BY:   
PHILLIP BEARD  
COMMISSION CHAIRMAN


ATTEST:

BY:   
KIM C. WOLFE  
CITY CLERK  
(SEAL)

**THE CITY OF DACULA**

BY:   
HUGH D. KING, III, MAYOR

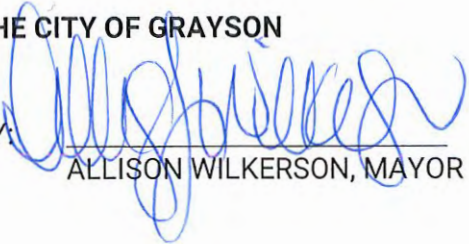
ATTEST:

BY:   
JOEY MURPHY  
CITY ADMINISTRATOR/CLERK  
(SEAL)



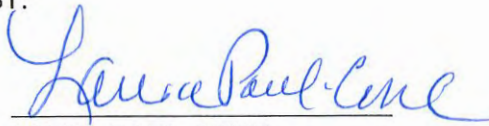
THE CITY OF GRAYSON

BY:

  
ALLISON WILKERSON, MAYOR

ATTEST:

BY:

  
LAURA PAUL-CONE  
CITY ADMINISTRATOR/  
CITY CLERK  
(SEAL)



THE CITY OF PEACHTREE CORNERS

BY: *Mike Mason*  
MIKE MASON, MAYOR

ATTEST:

BY: *Kym Chereck*  
KYM CHERECK  
CITY CLERK  
(SEAL)





**THE CITY OF REST HAVEN**

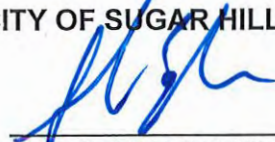
BY: *Kenneth Waycaster*  
KENNETH WAYCASTER, MAYOR

ATTEST:

BY: *Monica Montgomery*  
MONICA MONTGOMERY  
CITY CLERK  
(SEAL)

THE CITY OF SUGAR HILL

BY:

  
STEVE EDWARDS, MAYOR

ATTEST:

BY:

  
JANE WHITTINGTON  
CITY CLERK  
(SEAL)



# Police Services

STATE OF GEORGIA

COUNTY OF GWINNETT

**INTERGOVERNMENTAL AGREEMENT TO PROVIDE POLICE SERVICES**

**WITHIN A POLICE SERVICE DISTRICT**

THIS AGREEMENT is made and entered into this 21<sup>st</sup> day of February, 2020 by and between **GWINNETT COUNTY, GEORGIA**, a political subdivision of the State of Georgia (hereinafter "COUNTY"); the **CITY OF BERKELEY LAKE**, a municipal corporation chartered by the State of Georgia; the **CITY OF BUFORD**, a municipal corporation chartered by the State of Georgia; the **CITY OF DACULA**, a municipal corporation chartered by the State of Georgia; the **CITY OF GRAYSON**, a municipal corporation chartered by the State of Georgia; the **CITY OF PEACHTREE CORNERS**, a municipal corporation chartered by the State of Georgia; the **CITY OF REST HAVEN**, a municipal corporation chartered by the State of Georgia; and the **CITY OF SUGAR HILL**, a municipal corporation chartered by the State of Georgia, (hereinafter collectively the "Non-Police Cities"), 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, the Cities 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 Non-Police Cities created a Special Service District for Police Services (hereinafter "Police Service District") by Joint Resolution dated February 7, 2012; and

**WHEREAS**, the County and the Non-Police Cities also entered into an Intergovernmental Agreement to Provide Police Services Within a Police Service District on February 7, 2012; and

**WHEREAS**, as part of the required Service Delivery Strategy Update, the County and the Non-Police Cities have reviewed the existing Police Service District and the existing Intergovernmental Agreement to Provide Police Services Within a Police Service District; and

**WHEREAS**, the County and the Non-Police Cities recognize the need to continue the Police Service District with certain modifications to better serve the needs of all of their citizens and have entered into Joint Resolution Modifying and Continuing a Special Service District for Police Services, contemporaneously with this Agreement; and

**WHEREAS**, the County and the Non-Police Cities desire to enter into a new Intergovernmental Agreement concerning the provision of police services within the Police Service District to modify and continue the provision of police services consistent with the Joint Resolution Modifying and Continuing a Special Service District for Police Services and to meet the current needs of all of the citizens of the County and the Non-Police Cities; and

**WHEREAS**, the County and Non-Police Cities 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 Non-Police Cities do agree and consent to the following:

## **ARTICLE I**

### **PURPOSE AND TERM**

1. The purpose of this Agreement is to define the nature and scope of police services to be provided by the County within the Police Service District and to provide for the manner of payment for such services. The Police Service District shall consist of the entire unincorporated area of the County and the incorporated areas of the Non-Police Cities located within Gwinnett County.

2. The term of this Agreement shall be for a period of thirty (30) years from the date of execution. The County and the Non-Police Cities agree that any modification of the Police Service District Fund required pursuant to this Agreement or the Joint Resolution Modifying and Continuing a Special Service District for Police Services may be implemented in the County's 2020 fiscal year.

## **ARTICLE II**

### **POLICE SERVICES PROVIDED WITHIN POLICE SERVICE DISTRICT**

3. The County shall provide the following police services within the Police Service District:

- a. Accident Investigation

- b. Alcohol & Vice
- c. Asset Forfeitures
- d. Aviation
- e. Commercial Vehicle Enforcement
- f. Crime Analysis
- g. Crime Prevention
- h. Crime Scene Investigation
- i. Crime Suppression
- j. Criminal Intelligence Analysis
- k. DUI Task Force
- l. Field Intelligence
- m. Gang Unit
- n. Highway Interdiction
- o. Joint Terrorism Task Force
- p. K-9 Teams
- q. Motor Unit
- r. Narcotics
- s. Park Police
- t. Persons/Property Investigations
- u. Property/Evidence
- v. Red Light Camera Enforcement
- w. Scene Investigation
- x. General Law Enforcement Administration
- y. Technical Support
- z. Uniform Police Patrol
- aa. Prosecution of Traffic Violations Occurring within any Non-Police Cities and the unincorporated area of the County.

4. The County reserves the right to modify said services based upon its determination of public necessity, statutory or regulatory requirements, or business or financial necessity; but any such modification shall affect the Police Services District in a uniform and nondiscriminatory manner.

5. The County shall provide to the residents and businesses of the Non-Police Cities the same police services it provides to the residents and businesses of the unincorporated area of Gwinnett County.

6. The Police Service District costs shall include, but not be limited to, administrative costs as determined through an indirect cost allocation, the costs associated with the Gwinnett

County Recorder's Court and Recorder's Court Clerk's office, and the portion of the Solicitor's office assigned to prosecute cases within the Recorder's Court.

7. The County shall levy a uniform millage rate within the Police Service District and assess all properties in a uniform manner within the Police Service District.

8. Police Services within the Police Service District including the construction and maintenance of facilities and the acquisition and maintenance of equipment shall be funded through unincorporated area revenues generated by insurance premium taxes and fines, forfeitures, and fees of the Recorder's Court and Clerk's office, other related fees and revenue, assessments, property taxes collected solely within the Police Service District, and the issuance of debt as permitted by law.

9. The County and the Non-Police Cities agree that this Agreement is not intended to limit the permissible uses of Special Purpose Local Option Sales Tax proceeds (SPLOST) pursuant to Georgia law. SPLOST proceeds may be used for capital outlay projects as set forth in O.C.G.A. § 48-8-110 et seq.

10. The County shall maintain a Police Service District Fund in order to properly segregate the financial matters and records of the Police Service District. Costs and revenues attributable to the Police Service District shall be accounted for in the Police Service District Fund.

### **ARTICLE III**

#### **AMENDMENTS**

11. This Agreement may be modified at any time by mutual consent of the County and all Non-Police Cities, as approved by their governing authorities, provided, however, that each Non-Police City that is a party to this Agreement may enter into additional agreements with the County for the addition/deletion of services if such agreements do not abridge the rights of other Non-Police City or impact the rights of such Non-Police Cities as set forth in this Agreement.



12. Any Non-Police City may elect to opt out of the Police Service District upon giving notice in writing to the County of such election. To exercise such option, a City shall adopt a resolution which requests that the County discontinue the provision of police services within the City. To allow for planning and budgeting, as well as adequate transition time, such approved resolution must be delivered to the County at least forty-eight months prior to the City's exit out of the Police Service District. Any such election shall be effective on January 1 of the year following the expiration of the forty-eight month transition period. Any such election shall not affect the continuing existence of the Police Service District.

#### **ARTICLE IV**

#### **ASSIGNABILITY**

13. The County and the Non-Police Cities shall not assign any obligation or benefit of this Agreement without the written authorization of the governing authorities of all parties to the Agreement.

#### **ARTICLE V**

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

14. The County and Non-Police Cities acknowledge that the terms of this Agreement constitute their entire understanding and agreement regarding the subject matter of this Agreement. The County and Non-Police Cities expressly agree that the prior Intergovernmental Agreement to Provide Police Services within a Police Service District entered into on February 7, 2012 shall stand rescinded upon execution of this Agreement. The County and Non-Police Cities further expressly agree that this Agreement shall supersede any and all other agreements, or portions thereof, in conflict with 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.

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

## **ARTICLE VI**

### **NOTICES**

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

a. If to the City of Berkeley Lake:

Mayor  
City of Berkeley Lake  
4040 S. Berkeley Lake Road  
Berkeley Lake, Georgia 30096

b. If to the City of Buford:

Chairman  
City of Buford  
2300 Buford Highway  
Buford, Georgia 30518

c. If to the City of Dacula:

Mayor  
City of Dacula  
442 Harbins Road  
Dacula, Georgia 30019

- d. If to the City of Grayson:  
  
Mayor  
City of Grayson  
475 Grayson Parkway  
Grayson, Georgia 30017
  
- e. If to the City of Peachtree Corners  
  
Mayor  
City of Peachtree Corners  
310 Technology Parkway  
Peachtree Corners, Georgia 30092
  
- f. If to the City of Rest Haven  
  
Mayor  
City of Rest Haven  
428 Thunder Road  
Buford, Georgia 30518
  
- g. If to the City of Sugar Hill:  
  
Mayor  
City of Sugar Hill  
4988 West Broad Street  
Sugar Hill, Georgia 30518
  
- h. 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 County and Non-Police Cities 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.

THE CITY OF BERKELEY LAKE

BY: Lois D. Salter  
LOIS D. SALTER, MAYOR

ATTEST:

BY: [Signature]  
TOM ROZIER  
CITY ADMINISTRATOR/  
CITY CLERK  
(SEAL)

APPROVED AS TO FORM:

BY: [Signature]  
RICHARD A. CAROTHERS  
CAROTHERS & MITCHELL, LLC  
1809 BUFORD HIGHWAY  
BUFORD, GEORGIA 30518



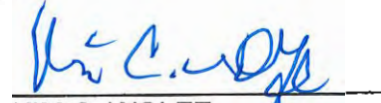
THE CITY OF BUFORD

BY:

  
PHILLIP BEARD  
COMMISSION CHAIRMAN

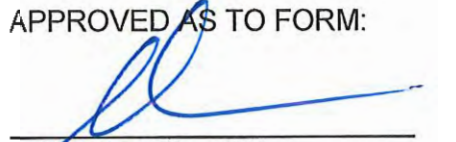
ATTEST:

BY:

  
KIM C. WOLFE  
CITY CLERK  
(SEAL)

APPROVED AS TO FORM:

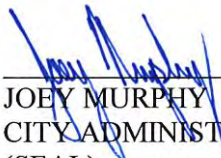
BY:

  
GREGORY D. JAY  
CHANDLER, BRITT & JAY, LLC  
P. O. BOX 1749  
BUFORD, GEORGIA 30515-1749


**THE CITY OF DACULA**

BY:   
HUGH D. KING, III, MAYOR

ATTEST:

BY:   
JOEY MURPHY  
CITY ADMINISTRATOR/CLERK  
(SEAL)

APPROVED AS TO FORM:

BY:   
ROBERT JACKSON WILSON  
ROBERT JACKSON WILSON, PC  
10 LUMPKIN STREET  
LAWRENCEVILLE, GEORGIA 30046




THE CITY OF GRAYSON

BY:

  
ALLISON WILKERSON, MAYOR

ATTEST:

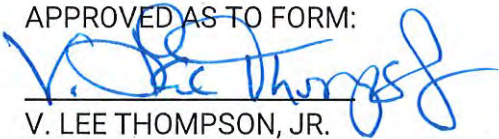
BY:

  
LAURA PAUL-CONE  
CITY ADMINISTRATOR/  
CITY CLERK  
(SEAL)



APPROVED AS TO FORM:

BY:

  
V. LEE THOMPSON, JR.  
THOMPSON, SWEENEY, KINSINGER & PEREIRA, P.C.  
P. O. BOX 1250  
LAWRENCEVILLE, GEORGIA 30046-1250

THE CITY OF PEACHTREE CORNERS

BY: Mike Mason  
MIKE MASON, MAYOR

ATTEST: Kymberly Chereck

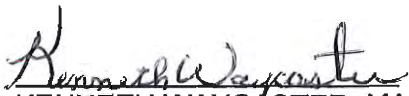
BY: \_\_\_\_\_  
KYM CHERECK  
CITY CLERK  
(SEAL)

APPROVED AS TO FORM:  
BY: DAE  
DAVID E. RHODES  
RILEY MCCLENDON, LLC  
315 WASHINGTON AVENUE  
MARIETTA, GEORGIA 30060






THE CITY OF REST HAVEN

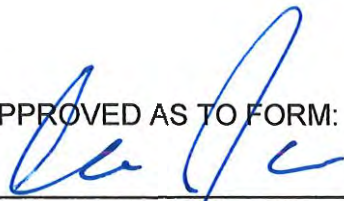
BY:   
KENNETH WAYCASTER, MAYOR

ATTEST:

BY:   
MONICA MONTGOMERY  
CITY CLERK  
(SEAL)

APPROVED AS TO FORM:

BY:

  
GREGORY D. JAY  
CHANDLER, BRITT & JAY, LLC  
P. O. BOX 1749  
BUFORD, GEORGIA 30515-1749


THE CITY OF SUGAR HILL

BY:

  
\_\_\_\_\_  
STEVE EDWARDS, MAYOR

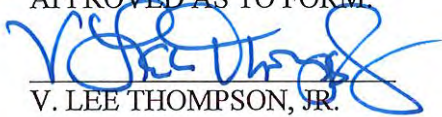
ATTEST:

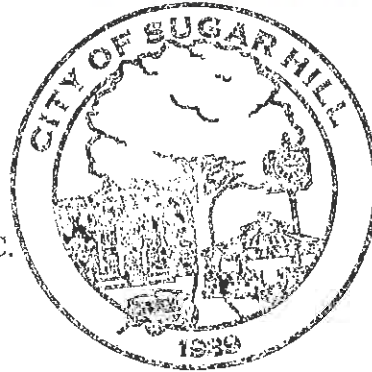
BY:

  
\_\_\_\_\_  
JANE WHITTINGTON  
CITY CLERK  
(SEAL)

APPROVED AS TO FORM:

BY:

  
\_\_\_\_\_  
V. LEE THOMPSON, JR.  
THOMPSON, SWEENEY, KINSINGER & PEREIRA, P.C.  
P. O. BOX 1250  
LAWRENCEVILLE, GEORGIA 30046-1250

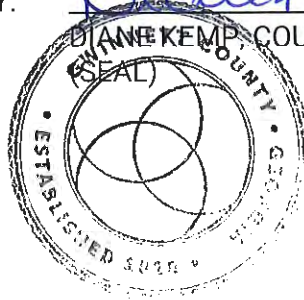


**BOARD OF COMMISSIONERS OF  
GWINNETT COUNTY, GEORGIA**

BY: Charlotte J. Nash  
CHARLOTTE J. NASH, CHAIRMAN

ATTEST:

BY: Diane Kemp  
DIANE KEMP, COUNTY CLERK



APPROVED AS TO FORM:

Michael P. Ludwiczak  
MICHAEL P. LUDWICZAK  
COUNTY ATTORNEY  
GWINNETT COUNTY LAW DEPARTMENT  
GWINNETT JUSTICE AND ADMINISTRATION CENTER  
75 LANGLEY DRIVE  
LAWRENCEVILLE, GEORGIA 30046-1250

Sewer

GWINNETT COUNTY AND CITY OF BUFORD WHOLESALE SEWAGE AGREEMENT

GEORGIA, GWINNETT COUNTY

THIS CONTRACT AND AGREEMENT made and entered into as of the 2nd day of May 2018 by and between the CITY OF BUFORD, a municipal corporation duly and legally created by the General Assembly of the State of Georgia, acting by and through its duly constituted Chairman, (hereinafter "BUFORD") GWINNETT COUNTY, GEORGIA a political subdivision of the State of Georgia and a body corporate and politic, (hereinafter as "GWINNETT") and the GWINNETT COUNTY WATER AND SEWERAGE AUTHORITY, a political subdivision of the State of Georgia and a body corporate and politic (hereinafter, the "WSA") GWINNETT and the WSA may be collectively referred to as the "UTILITY" BUFORD, GWINNETT and the WSA are collectively, the PARTIES

RECITALS

WHEREAS, BUFORD has an existing water and sewerage system serving its residents, and

WHEREAS, GWINNETT now owns and operates a water and sewerage system and has invested, and will continue to invest, a substantial amount of money in expansion and improvement of its water and sewerage system, and

WHEREAS, GWINNETT is willing, within its ability to provide BUFORD with an adequate supply of water reclamation services, in amounts as prescribed to help BUFORD meet its estimated present and foreseeable future requirements for the period of time and under the terms and conditions as hereinafter set forth, and

WHEREAS a water reclamation contract may be entered into by and between BUFORD and GWINNETT pursuant to the provisions of Article IX Section III Paragraph I of the Constitution of the State of Georgia, and

WHEREAS GWINNETT is required by State law to comply with the long term plans for water and water conservation, wastewater, and watershed protection as adopted by the Metropolitan North Georgia Water Planning District (the "DISTRICT" ), and

WHEREAS, GWINNETT's ability to obtain water reclamation discharge and operating permits is dependent upon its compliance and conformity with GWINNETT's National Pollutant Discharge Elimination System (NPDES) permit conditions , and

WHEREAS, return flows of treated wastewater to the basin of origin are essential to GWINNETT's ability of maintain a sustainable water supply, and

WHEREAS, GWINNETT has heretofore issued its water and sewerage revenue bonds through the WSA to finance in part, the cost of its water and sewerage system which it leases from the WSA, and the entering into a water reclamation contract with BUFORD will not violate the terms provisions and covenants of its resolutions authorizing the issuance of said bonds or any subsequent issue of revenue bonds and

WHEREAS, it is recognized and agreed that GWINNETT is experiencing growth in population as well as in commercial and industrial development, and as a result GWINNETT will be required to add to extend and improve its water and sewerage system over an extended period of time, which will constitute a major undertaking, and such undertaking will entail the expenditure of large sums of money which can be raised by self funding, or the issuance, from time to time of water and sewerage revenue bonds

NOW THEREFORE in consideration of the premises and the mutual undertaking as hereinafter set out it is mutually agreed by and between BUFORD and GWINNETT, each acting by and through their duly authorized officials and governing authorities pursuant to resolutions duly, legally and properly adopted all as same appear of record on the official minutes of each as follows



## TERMS AND CONDITIONS

### 1 TERM OF AGREEMENT

1.1 This Agreement shall be in effect on the date of execution as shown above and shall continue in effect for fifty (50) years or until this Agreement is dissolved or revised by mutual consent of both GWINNETT and BUFORD. At any time during the term of the agreement, either party can request the renegotiation of the terms and conditions by delivering written notice to the other party. Both parties shall commence renegotiations no later than ninety (90) days of receipt of written notice.

### 2 GWINNETT'S RESPONSIBILITY TO SELL WATER RECLAMATION SERVICES TO BUFORD

2.1 For and in consideration of the sum specified herein and the mutual benefits to be derived by the parties hereto, GWINNETT agrees to sell and BUFORD agrees to purchase a maximum of one million (1,000,000) gallons per day (1 MGD) of water reclamation services subject only to GWINNETT's ability to adequately serve all of its Gwinnett County customers first. BUFORD may connect its sewerage system to GWINNETT's F. Wayne Hill Water Reclamation Center with a maximum of one (1) point of connection at a location to be approved by GWINNETT under the terms and conditions as set forth in this Agreement. If BUFORD's wastewater flow causes noncompliance with GWINNETT's sewer service ordinance (Gwinnett County Georgia – Code of Ordinances Chapter 106 – Utilities, Article III – Sewer Service) and/or GWINNETT's F. Wayne Hill Water Reclamation Center NPDES Permit, GWINNETT may immediately cease providing water reclamation services until compliance can be assured by both parties.

### 3 BUFORD'S SYSTEM

3.1 BUFORD shall maintain its own wastewater conveyance system to service its present or future customers and shall be responsible for billing and collecting sewage service charges from its customers.

3.2 BUFORD shall not hereafter serve any customers located beyond the current Gwinnett County Service Delivery Strategy (SDS) BUFORD water and sewer service area, unless GWINNETT and BUFORD shall mutually agree that BUFORD may serve each such particular customer so located. BUFORD agrees that its water and sewer service area shall be consistent with the service areas delineated in accordance with the Gwinnett County, Service Delivery Strategy (SDS) Intergovernmental Agreement with BUFORD.

#### 4 FLOW METERS AND COMPOSITE SAMPLERS

4.1 BUFORD shall pay all costs to install a sewage flow meter and flow control device to measure and restrict both instantaneous and total flow at the designated point of discharge to the Gwinnett County sewerage system. The meter and device that is furnished shall be approved by GWINNETT and shall measure flows within an accuracy of  $\pm 0.1$  feet per second for velocity measurement (or better) and  $\pm 0.1$  feet for level measurement.

4.2 The meter and flow control device installation shall include a dedicated interface to which GWINNETT may connect telemetry or SCADA systems to monitor and record flow in real time independent of BUFORD flow recording requirements. The interface (including PLCs, routers, programming, and other communication hardware) and its output signals shall be compatible with GWINNETT'S existing communication equipment and programming protocols for its telemetry and SCADA systems. The interface shall be considered an integral part of the meter and shall be installed and maintained by GWINNETT to provide accurate sewage flow measurement data.

4.3 The cost of wiring, cabling, hardware, software, communications services, and other infrastructure required to send the output signal from the interface furnished by BUFORD to the location for GWINNETT'S use shall be borne by BUFORD.

4.4 After GWINNETT'S initial calibration of the meter, GWINNETT shall operate, supervise, manage, maintain, repair, and replace the metering station and the interconnecting sewer line within BUFORD as a direct cost borne by BUFORD. Any direct costs associated with the meter shall be borne by BUFORD or shall be invoiced as a separate line item on GWINNETT'S invoices to BUFORD in addition to

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the sewer service charges GWINNETT shall calibrate the meter at least once every six (6) months or in accordance with manufacturer's recommendation whichever is more frequent GWINNETT shall have the right at all times to inspect said meter and to conduct at BUFORD's expense such tests as may be appropriate

4.5 Both GWINNETT and BUFORD shall have the right at all reasonable times to inspect said meter and to conduct such tests as may be appropriate so as to assure that it is accurately measuring the sewage discharged GWINNETT shall have the right to have its representative read said meter daily within such calendar month if it so desires and BUFORD shall have a representative available in order that said meter may be jointly read It is expressly provided, however, that GWINNETT and BUFORD shall have the right to read said meter at such other time or times within each calendar month as may be mutually agreeable Should the representative of BUFORD fail or refuse to appear at the time agreed upon, then GWINNETT's representative may read such meter and the reading so made shall be final, conclusive and binding upon BUFORD In the event that it should appear during any month that said meter has failed to accurately measure the sewage passing through the same, then and in that event the amount of sewage discharged by BUFORD to GWINNETT during such period shall be computed by the most accurate method possible, taking into consideration the average daily amount discharged as shown by such meter when properly functioning However, in any event, BUFORD shall be obligated to have any malfunctioning meter repaired or replaced promptly, and in no event more than thirty (30) days after notice of any malfunction by GWINNETT

4.6 BUFORD shall pay all costs to install a composite sampler at the flow metering station The type of composite sampler shall be approved by GWINNETT BUFORD shall maintain the sampling equipment at all times in a safe and proper operating condition at its own expense GWINNETT shall have the right to collect samples at any time



## 5 RATE

5 1 BUFORD agrees to pay within thirty (30) days of billing by GWINNETT for all sewage flows discharged to GWINNETT based on the same rates and conditions as imposed on customers throughout Gwinnett County

5 2 BUFORD recognizes and agrees that GWINNETT has heretofore issued and delivered its revenue bonds in order to acquire and construct its present water and sewerage system and that it may issue and sell its revenue bonds from time to time in the future to finance the cost of additions, extensions and improvements to the system and that GWINNETT, in its proceedings heretofore adopted and hereafter adopted authorizing issuance of such revenue bonds, has covenanted and may covenant to adopt, maintain and revise rates and collect fees and charges to the extent necessary to produce funds sufficient at all times to operate and maintain said system on a sound businesslike basis to pay the principal of the interest on any revenue bonds heretofore or hereafter issued by GWINNETT as same mature and to create and maintain adequate reserves for that purpose, as well as to create and maintain a reserve for extensions and improvements to the system, and further that said rates must produce revenues to meet the minimum coverage level required by such proceedings and BUFORD hereby consents thereto

5 3 It is further recognized and agreed by BUFORD that GWINNETT may hereafter issue from time to time refunding bonds to refund any or all of the then outstanding bonds of GWINNETT and the aforesaid covenant, relative to the adoption, maintenance and revision of rates and the collection of fees and charges for water and sewerage services and facilities would likewise be applicable to any such bonds or obligations GWINNETT, however covenants to operate and maintain, at all times its said system in a businesslike manner and that it will undertake to maintain rates and collect fees and charges on a reasonable and equitable basis and in keeping with its obligations under any proceedings authorizing the issuance of any of its obligations and that all such rates as far as practicable, shall be uniform in application consistent with the cost involved in total system operation It is further recognized and agreed by BUFORD, that all obligations herein imposed on GWINNETT shall be performable solely from the revenues derived from the operation of the water and sewerage system, as now existent and as hereafter added to, extended and improved

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**6 PAYMENT**

6.1 BUFORD shall pay \$16,500,000.00 over a twelve (12) year period for 1 MGD capacity of GWINNETT's water reclamation services. Upon execution of this agreement, BUFORD shall make an initial payment of \$1,375,000.00 in June 2018 to obtain instantaneous flow (daily max flow) system capacity of 83,333 gallons per day from GWINNETT. On an annual basis thereafter, BUFORD shall pay \$1,375,000.00, which is equivalent to 83,333 gallons per day that will be added to the June monthly sewage use statement. Twelve payments of \$1,375,000.00 equates to \$16,500,000.00 for a total capacity of 1 MGD instantaneous flow. Payments are made on an annual basis over twelve (12) years unless the daily max flow sent from BUFORD to GWINNETT exceeds the current allotted daily max flow. In that case, BUFORD will make a payment that corresponds with the current daily max flow tier level that occurred in the previous month. BUFORD's payments are based on an annual schedule over 12 years or based on the tier associated with BUFORD's daily max flow as presented in the table below.

*Example: In month three of the agreement, BUFORD sends a daily max flow of 275,000 gallons per day to GWINNETT. BUFORD would then move up three flow tier levels (from Flow Tier 1 to Flow Tier 4). To accommodate the new daily max flow, BUFORD will make a payment of \$4,125,000 to GWINNETT during the next monthly billing period. This would establish BUFORD's new daily max of 333,333 gallons per day resulting from the initial \$1,375,000 payment in addition to the \$4,125,000 payment to move to Tier level four (4). If BUFORD's flow stays under 333,333 gallons per day, BUFORD's next capacity payment would occur in June 2022. At that time, BUFORD can discharge up to 416,667 gallons per day.*

<u>Payment Date</u>	<u>Flow Tier</u>	<u>Total Instantaneous Flow Available (Daily Max)</u>	<u>Amount Due by Date or Per Flow Tier Level</u>	<u>Total Payment</u>
June 2018	1	83,333 gallons per day	\$1,375,000.00	\$1,375,000.00
June 2019	2	166,667 gallons per day	\$1,375,000.00	\$2,750,000.00
June 2020	3	250,000 gallons per day	\$1,375,000.00	\$4,125,000.00
June 2021	4	333,333 gallons per day	\$1,375,000.00	\$5,500,000.00
June 2022	5	416,667 gallons per day	\$1,375,000.00	\$6,875,000.00
June 2023	6	500,000 gallons per day	\$1,375,000.00	\$8,250,000.00
June 2024	7	583,333 gallons per day	\$1,375,000.00	\$9,625,000.00
June 2025	8	666,667 gallons per day	\$1,375,000.00	\$11,000,000.00
June 2026	9	750,000 gallons per day	\$1,375,000.00	\$12,375,000.00
June 2027	10	833,333 gallons per day	\$1,375,000.00	\$13,750,000.00
June 2028	11	916,667 gallons per day	\$1,375,000.00	\$15,125,000.00
June 2029	12	1,000,000 gallons per day	\$1,375,000.00	\$16,500,000.00



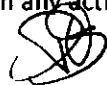
6.2 Should BUFORD fail to pay the amount of the bill for any sewage volume penalties, surcharges, maintenance repair, or other fees billed to BUFORD by GWINNETT within the period herein provided, then GWINNETT shall have the right to cease accepting sewage from BUFORD at any time it elects to do so, provided fifteen (15) days' notice of intent is given to BUFORD and BUFORD fails to make payment of all past due amounts, including any penalty within such fifteen (15) day period. Payment terms and structure are negotiable at any time during the term of the agreement by both parties. Either party can begin negotiations by sending a written request to the other party.

6.3 BUFORD shall have the right to unilaterally terminate the annual payments outlined in section 6.1 related to purchasing additional instantaneous flow at the end of the Agreement's fifth year anniversary date and annually thereafter. This termination of payment would only occur if BUFORD deems that its capacity needs have been fulfilled. BUFORD will maintain rights to any instantaneous flow purchased under section 6.1 of this agreement regardless of termination of additional payments. Once termination of additional payments has occurred, then BUFORD is subject to a daily penalty as outlined in sections 9.7.1 and 9.7.2 if the daily flow exceeds the purchased amount.

6.4 The obligation of BUFORD to pay to discharge sewage under this Agreement shall never be construed to be a debt of BUFORD requiring it to levy and collect a tax to discharge the same, but shall be an operating charge of its water and sewerage system ranking equally to charges for salaries, wages and other operating expenses of such system. BUFORD covenants at all times to establish, maintain, prescribe and collect fees, tolls and charges for water and sewerage facilities furnished its customers sufficient to provide funds for the payment of all obligations of BUFORD under this Agreement.

7. SERVICE FAILURES

7.1 GWINNETT agrees to operate GWINNETT's sewerage system in a reasonable and customary manner; however, interruptions of service may occur in which event GWINNETT will take all reasonable means to restore the system to operation as promptly as possible. Should interruptions occur, BUFORD shall be foreclosed from any action against GWINNETT and shall hold GWINNETT harmless from any costs including attorney's fees incurred from any action by any one or more of BUFORD's customers.



## 8 PRETREATMENT AND HIGH-STRENGTH WASTEWATER SURCHARGES

8.1 BUFORD shall be subject to any high strength wastewater surcharges related to the Gwinnett County code of ordinances for pretreatment of sewer service related flows (Gwinnett County Georgia – Code of Ordinances Chapter 106 – Utilities Article III – Sewer Service Division 2 – Pretreatment) If BUFORD is found in violation of this ordinance they will be subject to any and all surcharges described in the referenced ordinance

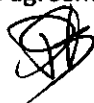
8.2 Any surcharges levied by GWINNETT to BUFORD will be included in the monthly sewage use statement All surcharge are subject to the same payment structure under sections five (5) and six (6) of this agreement

## 9 RULES AND REGULATIONS

9.1 BUFORD shall implement and enforce a pretreatment program to control discharges from all industrial users of its wastewater treatment system in compliance with the provisions of the Georgia Water Quality Control Act, as amended, the Federal Water Pollution Control Act Amendments of 1972, as amended and the Rules and Regulations promulgated pursuant to each of these Acts

9.2 BUFORD shall adopt and enforce provisions in its sewer use ordinance which are no less stringent and are as broad in scope as the Sewer Use Ordinance of GWINNETT within 180 days prior to the initiation of flows in this agreement Whenever GWINNETT revises its sewer use ordinance, it will forward a copy of the revisions to BUFORD, and within 90 days of receipt, BUFORD will adopt revisions to its sewer use ordinance that are at least as stringent as those adopted by GWINNETT

9.3 BUFORD shall adopt and diligently enforce pollutant specific local limits which address at least the same pollutant parameters and are at least as stringent as the local limits enacted by GWINNETT within 90 days of the date of this agreement



9 4 BUFORD shall prevent any discharges of waste sludge, tank cleaning debris, septage, grease or other wastewater treatment or conveyance waste product from BUFORD collection systems to the Gwinnett County systems

9 5 BUFORD agrees to be responsible for all overflows that may occur in the sewers owned and operated by BUFORD as well as overflows within GWINNETT caused by excess flows from BUFORD and to accept responsibility for any damages there from, holding GWINNETT harmless for any and all damages including construction, operating, maintenance or other expenses connected with said sewers

9 6 GWINNETT is authorized to set rates for high-strength wastewater surcharges based upon water reclamation facility O&M and debt service costs and to collect the surcharge revenue thus generated even when such wastewater concentrations exceed local limits Surcharges for discharges exceeding local limits shall be in addition to enforcement actions as stated elsewhere in the Ordinance and payment of such do not constitute a defense against enforcement

9 6 1 To calculate a surcharge on BOD 5 , TSS, NH 3 N or Phosphorus, the analytical results of any composite sample for BOD 5 , TSS, NH 3 N or Phosphorus shall be deemed representative of BUFORD's discharge for the entire billing period in which sample is taken, unless additional samples are taken either by GWINNETT or BUFORD during the same billing period, in which event the average of each parameter's analytical results for that period shall be used to calculate the surcharge for that period

9 7 BUFORD's daily flows shall not exceed 694 44 gallons per minute (GPM), which is equivalent to 1 million gallons per day at any point during this agreement

9 7 1 BUFORD will pay a penalty for any flows greater than 1 MGD as outlined in the following table This payment is a daily charge for BUFORD exceeding the purchased capacity of 1 MGD of GWINNETT s water reclamation services This payment does not increase the capacity allowance for BUFORD



<u>Daily Flow Greater than 1 MGD</u>	<u>Daily Penalty (\$/day)</u>
> 1.0 MGD—1.5 MGD	\$ 50,000/day
> 1.5 MGD—2.0 MGD	\$ 100,000/day
> 2.0 MGD—2.5 MGD	\$ 150,000/day
> 2.5 MGD—3.0 MGD	\$ 200,000/day

9.7.2 If BUFORD elects to terminate purchase of additional instantaneous flow prior to purchase of 1 MGD capacity as outlined in section 6.3 then a penalty of \$25,000/day applies to any of BUFORD's daily flows greater than the amount purchased up to 1 MGD. If BUFORD discharges a daily flow over 1 MGD then BUFORD will pay a daily penalty as outlined in section 9.7.1.

9.7.3 Any penalties levied by GWINNETT to BUFORD will be included in the monthly sewage use statement. All penalties are subject to the same payment structure under sections five (5) and six (6) of this agreement.

#### 10. FORCE MAJEURE

10.1 In case by reason for force majeure either party hereto shall be rendered unable wholly or in part, to carry out its obligations under this Agreement then if such party shall give notice and full particulars of such force majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period, and any such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

10.2 The term "force majeure" as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of a public enemy, orders of any kind of the Government of the United States or the State of Georgia or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipe lines, partial or entire failure of sewage treatment or inability on the part of BUFORD to discharge



sewage to GWINNETT hereunder, or GWINNETT to provide sewage treatment hereunder on account of any other causes not reasonably within the control of the party claiming such inability

10.3 Should GWINNETT's ability to provide sewage service be materially reduced by reason of force majeure, then GWINNETT shall prorate the sewage capacity available to it between BUFORD and GWINNETT's other customers on the basis of their relative use during the preceding year and GWINNETT shall not be obligated hereby to accept any sewage from BUFORD in excess of its share under such proration

#### 11 REVENUE BOND LAW

11.1 The provisions of the Revenue Bond Law (Georgia Laws 1957 p 36 et seq , as amended) amending the law formerly known as the Revenue Certificate Law of 1937 (Georgia Laws 1937, p 761 et seq as amended) are incorporated herein and made a part hereof

#### 12 SEVERABILITY

12.1 If any phrase, clause, sentence, paragraph or section of this contract shall be held invalid or unconstitutional by any court of competent jurisdiction of this State or of the United States, such adjudication shall in nowise affect any of the remaining provisions hereof all of which shall remain in full force and effect

#### 13 WAIVER

13.1 A failure to initiate action as to any breach shall not be deemed as a waiver of that right of action and all such rights of action shall be cumulative





#### 14 ASSIGNMENT

14.1 The parties hereto agree that without the consent of BUFORD, the GWINNETT may assign the Agreement to the WSA by a written assignment and executed by GWINNETT and by the WSA. Upon the execution of said assignment, the WSA shall assume and be solely responsible to comply with all the terms and conditions set forth herein and agreed upon by the parties hereto. For the purpose of this Agreement, the WSA shall be substituted for GWINNETT to BUFORD as same shall be assumed and become the sole liability and responsibility of the WSA.

#### 15 EXCLUSIVE AGREEMENT

15.1 Upon the execution of this Agreement by the parties hereto, any and all other agreements or contracts heretofore entered into by and between BUFORD and GWINNETT pertaining to water reclamation services from GWINNETT's water and sewerage system shall become and shall be null and void and of no force and effect.

#### 16 DISPUTE RESOLUTION

16.1 If any disagreement shall arise with reference to the construction of any of the terms or provisions of this contract, or with reference to any matter connected with same, such disagreement or dispute may be submitted to mediation by a mediator appointed as provided herein. GWINNETT shall provide a list of three (3) individuals as the proposed mediator. Each person suggested by GWINNETT shall be a professional with not less than ten (10) years' experience in water reclamation and distribution. BUFORD shall select one (1) of those individuals from the list proposed by GWINNETT. If BUFORD refuses to select a mediator from the list proposed by GWINNETT, the parties may petition the Gwinnett Superior Court to appoint a mediator. Mediation as provided herein shall not affect the legal rights and remedies of GWINNETT or of BUFORD.



17 PLACE OF EXECUTION

17.1 Each and every provision of this Agreement shall be construed in accordance with and governed by Georgia law. The parties acknowledge that this contract is executed in Gwinnett County, Georgia and each party hereby consents to the Gwinnett Superior Court's sole jurisdiction over any dispute which arises as a result of the execution or performance of this Agreement which are not otherwise resolved through arbitration and each party hereby waives any and all objections to venue in Gwinnett Superior Court.

A handwritten signature in black ink, appearing to be 'JTB', is written over the end of the paragraph.

IN WITNESS WHEREOF the parties hereto acting by and through their duly authorized officers, pursuant to appropriate resolutions hereinbefore duly and properly adopted by each have caused this Agreement to be executed in quadruplicate and the official seals of each properly affixed as of the day and year first above written

Signed, sealed and delivered in the presence of

CITY OF BUFORD, GEORGIA

Stephanie Lynn  
Unofficial Witness

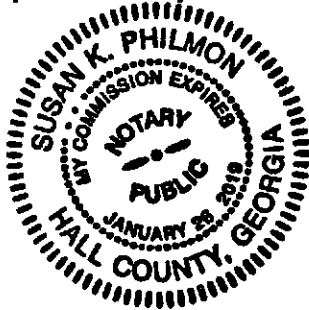
By Phillip Beard  
Printed Name Phillip Beard  
Title Chairman

Susan K. Philmon  
Notary Public

Attest Bryan Kerley  
Printed Name Bryan Kerley  
Title City Manager

My commission expires 11/26/19

[NOTARY SEAL]



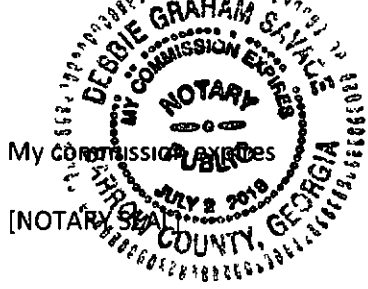
Signed sealed and delivered in the presence of

WINNETT COUNTY, GEORGIA

\_\_\_\_\_  
Unofficial Witness

By Charlotte J. Nash  
Charlotte J Nash Chairman  
Board of Commissioners

Debbie Graham Savage  
Notary Public



Attest: Diane Kemp  
Printed Name  
Title County Clerk



Approved as to Form

Jonell Z...

Printed Name  
Title County Attorney

*[Handwritten mark]*

Signed, sealed and delivered in the presence of

**GWINNETT COUNTY WATER AND SEWERAGE AUTHORITY**

*R. Shelton*  
Unofficial Witness

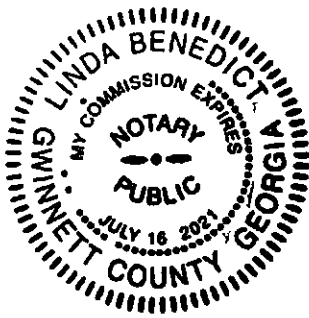
By *[Signature]*  
Printed Name *Michael Sullivan*  
Title Chairman

*Linda Benedict*  
Notary Public

Attest *[Signature]*  
Printed Name *LARRY GREEN*  
Title Secretary *V. Chair*

My commission expires *7/16/21*

[NOTARY SEAL]



Approved as to Form

*[Signature]*  
Printed Name  
Title Attorney

*[Signature]*

INTERGOVERNMENTAL AGREEMENT

STATE OF GEORGIA

COUNTY OF GWINNETT

This Intergovernmental Agreement, (hereinafter, the "Agreement"), is made and entered into this 22nd day of April, 2014, by and between the City of Buford, Georgia, hereinafter referred to as the "CITY", a municipal corporation within the State of Georgia, and Gwinnett County, a body corporate and politic and a political subdivision of the State of Georgia, hereinafter referred to as the "COUNTY".

RECITALS:

WHEREAS, the CITY and the COUNTY are authorized to enter into an intergovernmental agreement concerning sewer services, provided that such intergovernmental agreement does not adversely affect existing rights, privileges and obligations; and

WHEREAS, a landowner owning undeveloped tracts of land, (the "Property"), located in both Gwinnett County and in Hall County, being parcels 1-004-028, 1-004-029, and 1-004-878, as shown on Exhibit "A," attached hereto and incorporated herein by reference, desires to obtain gravity sewer service for residential development of the Property; and

WHEREAS, the CITY has an agreement with Hall County to provide sewer service to that part of the CITY located in Hall County, and the CITY is willing to provide sewer service to that part of the Property located in unincorporated Gwinnett County; and

WHEREAS, the part of the Property in unincorporated Gwinnett County is within the COUNTY's sewer service area; and

WHEREAS, the COUNTY does not have sewer infrastructure to provide gravity sewer service to the Property; and

WHEREAS, in the absence of such infrastructure, the Property owner would have to construct a pump station to connect the Property to the COUNTY's sewer system; and

WHEREAS, the CITY and the COUNTY recognize that building an additional pump station that could connect the Property to the COUNTY's sewer system is not desirable since sewer pump stations are expensive to build, operate, maintain and repair; and

WHEREAS, COUNTY is willing for the CITY to provide sewer service to the part of this Property which is within Gwinnett County; and

WHEREAS, the CITY and the COUNTY have determined that existing rights, privileges and obligations will not be adversely affected by this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits to be realized from the obligations hereinafter set forth, the COUNTY and the CITY have entered into this Agreement as follows:

TERMS AND CONDITIONS

1. The above Recitals are true, correct and form a material part of this Agreement.
2. On the effective date of this Agreement, as set forth above, the CITY may provide sewer service to that part of the Property which is located within unincorporated Gwinnett County. This Agreement only applies to the Property, being parcels 1-004-028, 1-004-029, and 1-004-878.
3. The CITY recognizes that to effectuate this Agreement may require that existing documents be revised, and the CITY agrees that it shall, at its sole expense, pay any and all costs which may be incurred by it or by the COUNTY if required to revise any existing documents as a result of this Agreement.
4. The COUNTY agrees that it will cooperate with the CITY to revise any documents as described in Paragraph 3 of this Agreement, including but not limited to, making available the resources of its Information Technology Department.
5. This Agreement contains the entire understanding of the parties and shall not be altered, amended, or modified except by an agreement in writing executed by the duly authorized officials of the COUNTY and CITY.
6. All notices required or permitted to be sent to the CITY hereunder shall be hand-delivered or sent via U. S. Mail to the Chairman of the CITY. All notices required or permitted to be sent to the COUNTY hereunder shall be hand-delivered or sent via U. S. Mail to the County Administrator.
7. This Agreement shall be governed by the Laws of the State of Georgia.

IN WITNESS WHEREOF, the parties have fully executed this Agreement.



GWINNETT COUNTY, GEORGIA

By: Charlotte J. Nash  
Charlotte J. Nash  
Chairman, Board of Commissioners

CITY OF BUFORD, GEORGIA

By: Phillip Beard  
Phillip Beard  
Chairman, Buford City Commission

Attest:  
By: Tina King  
Tina King, Deputy County Clerk



Attest:  
By: Kim C. Wolfe

Title: City Clerk

APPROVED AS TO FORM:

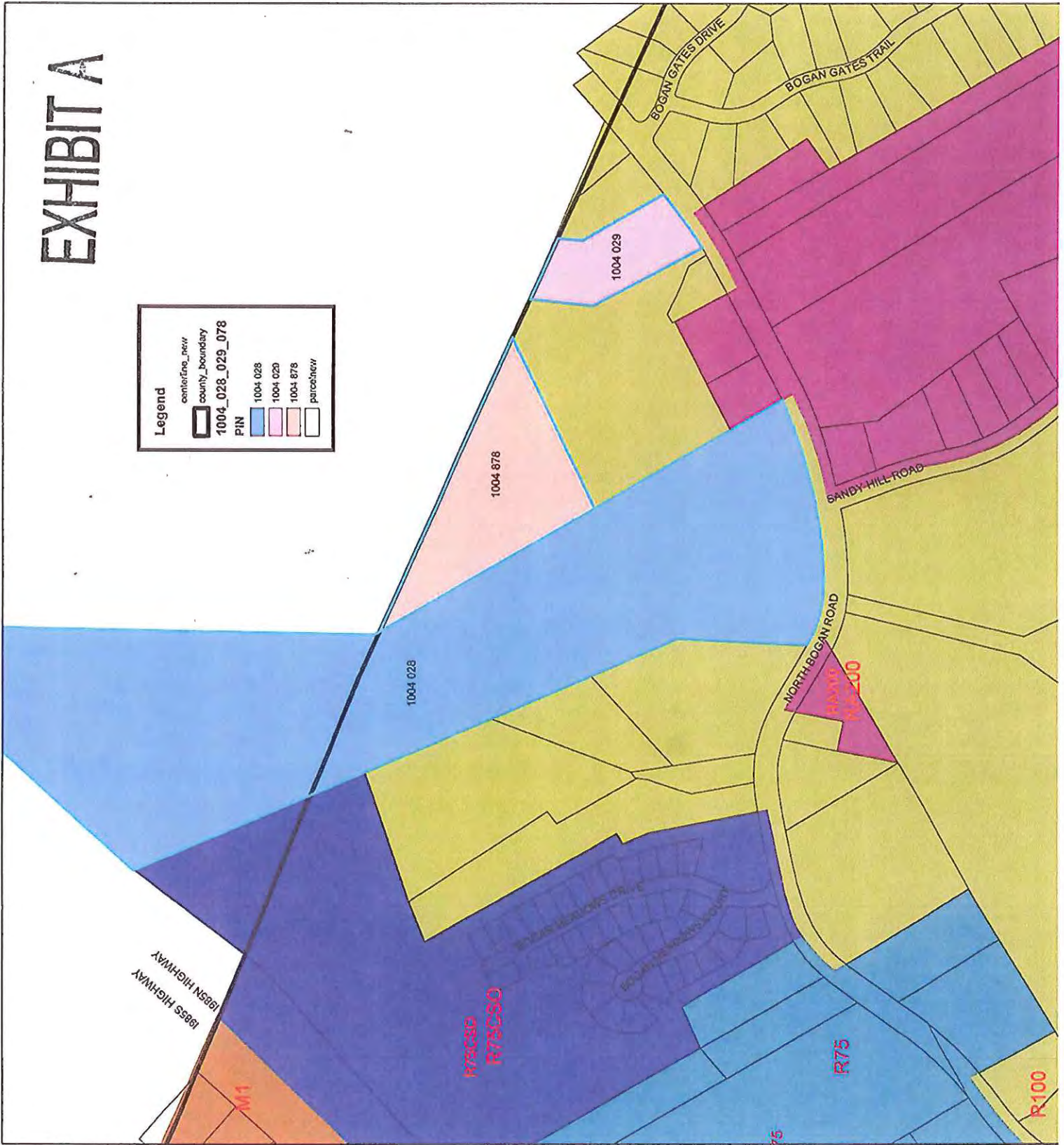
Forrest S. Fields  
Forrest S. Fields  
Senior Assistant County Attorney



# EXHIBIT A

**Legend**

- centerline\_new
- county\_boundary
- 1004\_028\_029\_078 PIN
- 1004 028
- 1004 029
- 1004 878
- parcelsnew



DB

*After recording return to:*

*Gwinnett County Law Department*

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
GWINNETT COUNTY, GWINNETT COUNTY WATER AND SEWERAGE  
AUTHORITY AND CITY OF DACULA TO PROVIDE SEWER  
IMPROVEMENTS**

STATE OF GEORGIA

CITY OF DACULA

COUNTY OF GWINNETT

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter, the "Agreement"), is made and entered into on the 27<sup>th</sup> day of March, 2018, by and between GWINNETT COUNTY, GEORGIA, a body corporate and politic and a political subdivision of the State of Georgia, acting by and through its duly elected governing authority, (hereinafter referred to as "Gwinnett"), the GWINNETT COUNTY WATER & SEWERAGE AUTHORITY, a body corporate and politic and a political subdivision of the State of Georgia, acting by and through its duly appointed governing authority, (hereinafter referred to as the "WSA"), and the CITY OF DACULA, GEORGIA, a political subdivision and municipal corporation of the State of Georgia, acting by and through its duly elected governing authority, (hereinafter referred to as "Dacula"). Gwinnett and the WSA are collectively, the "Utility". Gwinnett, the WSA and Dacula are collectively, the "Parties".

**RECITALS**

WHEREAS, Dacula is and has the governing authority of a City through its Charter for the boundaries and areas of the City of Dacula, Georgia; and

WHEREAS, Gwinnett operates the water and sewer facilities and appurtenances owned by the WSA to provide water and sewer service to the public for compensation including the area within the city limits of Dacula; and

WHEREAS, Dacula desires to participate with Gwinnett and the WSA in building improvements to the WSA's sewer system through the implementation of the City of Dacula Phase III Gravity Sewer Project (hereinafter, the "Utility Project") along State Route 8 (Winder Highway) and Harbins Road, depicted on the concept plan attached hereto and incorporated herein by reference as "Exhibit A"; and

WHEREAS, construction of the Utility Project will benefit public health, safety and the environment by allowing existing and future commercial development to connect to sewer, will allow existing residential development served by septic tanks to connect to sewer, and will allow the Utility to expand its rate base; and

WHEREAS, Gwinnett, the WSA and Dacula desire to partner and work together in good faith for the implementation of the Utility Project; and

WHEREAS, the final alignment of the sewer and implementation shall be coordinated with and included in the construction bid for the Gwinnett County Department of Transportation Project known as the Dacula Road at State Route 8 / US 29 Intersection Project; and

WHEREAS, the Utility Project will include necessary water main upgrades to meet the current Gwinnett County specifications as set out in the "Gwinnett County Department of Water Resources Water Main and Sanitary Sewer Design and Construction Standards and Specifications" dated April 5, 2016, (hereinafter, the "Standards and Specifications").

### **TERMS AND CONDITIONS**

NOW, THEREFORE, for and in consideration of the mutual covenants, promises, terms, and agreements contained herein and for other good and valuable mutual consideration, the receipt and sufficiency of which hereby is acknowledged, it is mutually agreed by and among Gwinnett, the WSA and Dacula as follows:

#### **1. Recitals.**

The above Recitals are true, correct and form a material part of this Agreement.

g) Gwinnett County shall at its own expense, decommission the Dacula pump station located at the corner of parcel 5-302A-076 and redirect flow to the newly constructed sewer.

**4. Reservation of Rights.**

Gwinnett reserves the right to utilize all real estate rights acquired for the Utility Project for any and all purposes not inconsistent with the property rights herein obtained.

**5. Remedies.**

(a) In the event of a breach or attempted or threatened breach of the provisions of this instrument, the parties agree that the remedy at law available to enforce this instrument would in all likelihood be inadequate, and therefore, the provisions of this instrument may be enforced by a mandatory or prohibitory injunction or decree of specific performance upon the application of the party which is enforcing the provision.

(b) The remedies herein are in addition to and not in lieu of any other remedies available under applicable law.

**6. Entire Agreement.**

This Agreement constitutes the entire agreement between Dacula with Gwinnett County and the WSA with respect to the subject matter hereof and supersedes all prior agreements, understandings, discussions, negotiations, and undertakings, whether written or oral, and there are no inducements, representations, warranties or understandings that do not appear within the terms and provisions of this Agreement.

**7. Severability.**

If any provision of this Agreement is held by a court of competent jurisdiction to be illegal or unenforceable, the remaining provisions shall remain in full force and effect as if the illegal or unenforceable provision had never been contained in this Agreement.

**8. Successors and Assigns.**

The provisions of this Agreement shall be deemed and held to be easements,

covenants and restrictions appurtenant to and running with the land, and shall bind and inure to the benefit of the parties and their successors, successors-in-title and assigns.

**9. Evidence.**

The Parties agree that if Gwinnett or the WSA is sued in subsequent litigation concerning the Project(s), any the facilities and appurtenances or the property identified in Exhibit A, the Agreement may be introduced into evidence.

**10. Attorneys' Fees.**

Each party shall bear its own costs, expenses and claims to attorneys' fees incurred or arising out of the Agreement or the Projects.

**11. Controlling Law, Venue.**

This Agreement was made and shall be performed in Gwinnett County, Georgia, and shall be construed and interpreted under the laws of the State of Georgia. Venue to enforce this Agreement shall be solely in the Superior Court of Gwinnett County, Georgia, and all defenses to venue are waived.

**12. Further Assurances.**

The Parties will sign any additional papers, documents and other assurances, and take all acts that are reasonably necessary to carry out the intent of this Agreement.

**13. Construction.**

This Agreement has been jointly negotiated and drafted. This Agreement shall be construed as a whole according to its fair meaning. The language of this Agreement shall not be constructed for or against either party.

**14. Legal Advice.**

In entering into this Agreement, the Parties acknowledge that their legal rights are affected by this Agreement and that they have sought and obtained the legal advice of their attorneys. Each Party has made such an investigation of the law and the facts pertaining to this Agreement and of all other matter pertaining

thereto as it or they deem necessary. They further represent that the terms of this Agreement have been completely read by them and that all terms are fully understood and voluntarily accepted by them.

**15. Amendment of Agreement.**

Only a writing signed by each of the Parties may modify this Agreement.

**16. Authority.**

The signature of a representative of any Party to this Agreement is a warranty that the representative has authority to sign this Agreement and to bind any and all principals to the terms and conditions hereof.

**17. Headings.**

The headings of the paragraphs contained herein are intended for reference purposes only and shall not be used to interpret the Terms and Conditions contained herein or the rights granted hereby.

**18. Time.**

Time is of the essence with all duties and obligations set forth in this Agreement.

**19. Notice.**

(a) Any notice or documentation must be sent to the City of Dacula at:

City of Dacula  
City Hall  
442 Harbins Road Dacula, Georgia 30019  
(770) 963-7451

(b) Any notice or documentation must be sent to Gwinnett County at:

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

With a copy to:  
Gwinnett County Attorney  
Gwinnett Justice and Administration Center  
75 Langley Drive  
Lawrenceville, Georgia 30046

(c) Any notice or documentation must be sent to the WSA at:

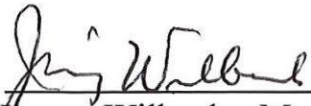
Chairman  
Gwinnett County Water and Sewerage Authority  
684 Winder Highway  
Lawrenceville, Georgia 30045

With a copy to:  
Director  
Department of Water Resources  
684 Winder Highway  
Lawrenceville, Georgia 30045

(d) Notice via email is acceptable only as an additional method of notice to either regular or certified mail.

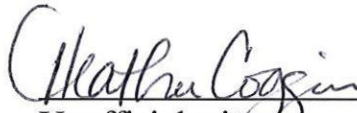
IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized officials, have caused this Agreement to be executed in two counterparts, each to be considered as an original, by their authorized representative the day and date herein above written.

**CITY OF DACULA, GEORGIA**

By:   
Jimmy Wilbanks, Mayor

Signed, sealed and delivered in the presence of:

ATTEST:

  
Unofficial witness

  
City Clerk

(City Seal)





**GWINNETT COUNTY, GEORGIA**

By: Charlotte J. Nash  
Charlotte J. Nash, Chairman  
Gwinnett County

Signed, sealed and delivered in the  
presence of:

ATTEST:

Julia M. King  
Unofficial witness

Debra Kempf  
County Clerk  
(County Seal)

APPROVED AS TO FORM:

James S. Elds  
County Attorney


**GWINNETT COUNTY WATER &  
SEWERAGE AUTHORITY**

By:   
Michael Sullivan, Chairman


ATTEST:

  
Bryan Keelin, Secretary

Signed, sealed and delivered in the  
presence of:

  
Unofficial witness

NOTARY:

  
[Notarial seal]

Approved as to Form:

  
Attorney





Intergovernmental Agreement - City of Dacula

Exhibit - A

# Stormwater

STATE OF GEORGIA

GWINNETT COUNTY

STORMWATER WATERSHED PROTECTION  
INTERGOVERNMENTAL AGREEMENT

This Stormwater Watershed Protection Intergovernmental Agreement (the Agreement ) is made this 2nd day of May, 2014 by and between GWINNETT COUNTY a political subdivision of the State of Georgia and a body corporate and politic, (hereinafter, the County ) acting through its duly constituted Board of Commissioners and the CITY OF GRAYSON a municipal corporation of the State of Georgia and a body corporate and politic (hereinafter, the City') acting through its duly constituted City Council, which agree as follows

RECITALS

- 1 WHEREAS, the Georgia Constitution Article 9 Section 2, Paragraph 3(a)(6), provides that the County and the City may exercise governmental powers to provide stormwater collection and disposal systems and
- 2 WHEREAS the Georgia Constitution Article 9, Section 3, Paragraph 1, provides, in pertinent part, that any county municipality school district or other political subdivision of the state may contract for any period not exceeding 50 years with each other or with any other public agency public corporation or public authority for joint services for the provision of services or for the joint or separate use of facilities or equipment but such contracts must deal with activities services or

facilities which the contracting parties are authorized by law to undertake or provide and

- 3 **WHEREAS**, the Georgia Constitution Article 9, Section 2, Paragraph 3(b) requires a county and a city to enter into a contract before a county provides stormwater collection and disposal systems inside of the boundaries of any city, and
- 4 **WHEREAS**, the provision of stormwater collection and disposal systems and stormwater management services have become increasingly important for the protection of public health, safety and welfare and the environment and the regulations imposed on stormwater collection and disposal systems by the state and federal governments have become increasingly stringent, and
- 5 **WHEREAS**, the City and the County own stormwater collection and disposal systems permitted by National Pollution Discharge Elimination System permits which impose significant legal obligations on both parties and
- 6 **WHEREAS**, on November 1 2005 the County adopted a Stormwater Utility Ordinance codified in the Gwinnett County Code of Ordinances as Chapter 38, Article VII, Division 3, (hereinafter, the "Stormwater Utility Ordinance'), and
- 7 **WHEREAS** the City desires to obtain the benefits of stormwater management services on its public stormwater management systems and facilities that are provided by the County's Stormwater Utility and
- 8 **WHEREAS**, the City recognizes that the County may from time to time issue Revenue Bonds to finance works of the stormwater utility and the City further

recognizes that the County must act to protect its "AAA" bond rating in the interest of all of the citizens of the City and of the County, and

9 *WHEREAS* the Stormwater Utility Ordinance Section 38-243(c) provides that upon the execution of a written intergovernmental agreement between Gwinnett County and any municipality in the County, pursuant to Article 9, Section 2, Paragraph III (b) and Article 9 Section 3 Paragraph I of the Constitution of the State of Georgia and in exchange for certain contracted dollar amount per year from said City the Stormwater Utility shall provide certain stormwater management services within the corporate limits of said City in accordance with the terms of this Article subject to funding availability and to policy determinations made in the best interest of public health welfare and safety and the environment

*NOW THEREFORE* pursuant to the authority granted by the Georgia Constitution the County and the City enter into this Agreement for the County Stormwater Utility to operate within the boundaries of the City and to provide certain stormwater management services within the boundaries of the City as it does within the unincorporated area of the County in exchange for the stipulated annual contract dollar amount from the City subject to the Terms and Conditions recited herein

## TERMS AND CONDITIONS

### 1 Recitals

1 1 The above Recitals are true, correct and form a material part of this Agreement

## **2 Effective Date, Term**

2 1 This Agreement shall become effective on May 1 2018 The term of the Agreement shall be Ten (10) years from the effective date

## **3 Termination, Notice**

3 1 Either party may terminate this Agreement by giving the other party a minimum of six (6) months written notice as provided herein of the intention to terminate the Agreement The effective date of termination shall be on the 30<sup>th</sup> day of the April occurring after the written notice

## **4 Services provided within the City**

4 1 During the term of this Agreement, the Stormwater Utility shall provide Watershed Protection stormwater management services, as generally defined in Section 4 1 1 within the boundaries of the City in the same manner as it does in the unincorporated area of the County, subject to funding availability and to policy determinations made in the best interest of public health welfare and safety and the environment

### 4 1 1 Stormwater Management Services

4 1 1 1 Inspections of municipal facilities Industrial facilities and Highly Visible Pollutant Sources as defined by the City

4 1 1 2 Investigating Citizen Complaints concerning water quality

4 1 1 3 Coordination of the management of this contract with the City and its agents



- 4 1 1 4 Assist in preparation of the City MS4 Annual Report to EPD
- 4 1 1 5 Attend Metro District TCC meetings and EPD MS4 Permit stakeholder meetings on behalf of the City
- 4 1 1 6 Coordination of Metro District Audits and EPD MS4 Permit Audits with the City and its agents
- 4 1 1 7 Oversee Dry Weather Screening (DWS) or an equivalent program, and Citizen Complaints concerning water quality
- 4 1 1 8 Development of various MS4 Permit related documents with the City and its agents
- 4 1 1 9 Implementation of Dry Weather Screening (DWS) or an equivalent program
- 4 1 1 10 Investigation of potential sources of pollutants of concern relating to impaired waters
- 4 1 1 11 Implement the Public Education and Public Involvement portions of the City's Storm Water Management Plan

4 2 The public stormwater management systems and facilities within the City corporate limits shall be as defined by Gwinnett's Stormwater Utility Ordinance with the following exceptions and clarifications Where the word County is used replace with the word "City

4 3 The City agrees to adopt and the County agrees to implement, an ordinance as may be amended from time to time, which is equivalent to the Gwinnett County Illicit Discharge Illegal Connection (GCIDIC) ordinance, and the associated

Enforcement Response Plan (ERP) in order to support the Stormwater Management Services as defined in Section 4.1. Enforcement actions will be as specified in the City's IDIC Ordinance and the associated ERP and will be coordinated between the city and the county. The intent of this Section 4.4 is uniformity of water quality protection within the County and in the City.

4.4 Effective the date of this Agreement, the City shall grant all access rights to the County 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 for the provision of stormwater management services, on stormwater management systems and facilities as defined in 4.2. The term of said access rights shall coincide with the term of this agreement.

4.5 During the term of this agreement, the Utility will provide assistance as necessary for any matter covered by this agreement for which the City or the County receives ante litem notice. This may result in additional expenses that may be billed separately. The County's level of involvement will be agreed to by the parties on a case-by-case basis.

4.6 The City and County recognize that noncompliance with the Metropolitan North Georgia Water Planning District (Metro District) requirements may result in a future curtailment in water and sewer permitted capacity or additional permit restrictions. The City agrees to fully comply with the most recent version of Metro District's Water Resource Management Plan (WRMP). Any matter identified by the Metro District or the Georgia Environmental Protection Division (EPD) as not being compliant with the

WRMP and which the City has the authority to correct, shall be corrected by the city in the time specified by the Metro District or EPD

4.7 The Metro District WRMP specifically requires an inter-jurisdictional agreement that delineates responsibilities between jurisdictions regarding impaired stream segments and macroinvertebrate assessments. This paragraph constitutes these agreements. The County will, on behalf of the City, do the following:

4.7.1 Monitor 303(d) listed stream segments

4.7.2 Perform macroinvertebrate and habitat monitoring of wadeable streams in a manner that is consistent with the Gwinnett County Watershed Protection Plan

4.8 The City and County recognize that the Gwinnett County Watershed Protection Plan applies to all areas to which the County supplies sanitary sewer service and that noncompliance with the Gwinnett County Watershed Protection Plan requirements could constitute noncompliance with the County National Pollutant Discharge Elimination System Wastewater Permits and may result in a future curtailment in water and sewer permitted capacity or other additional permit restrictions. The City agrees to fully comply with the Gwinnett County Watershed Protection Plan. Any matter identified by the District or the Georgia Environmental Protection Division (EPD) as not being compliant with this plan, which the City has authority to correct, shall be corrected by the city in the time specified by the District or EPD.

## **5 Stormwater contract fee established**

5.1 The City recognizes that the Stormwater Utility must recover the cost of providing certain stormwater management services.

5.2 The City hereby agrees that upon the effective date of this Agreement the annual amount of \$17,906 as same may be amended from time to time, is due on May 1 of each year the agreement is in effect. Contract fees not paid within 30 days are subject to a monthly interest fee of 1%. The amount of the annual contract fee for each subsequent contract year will be determined six (6) months in advance of May 1 and will be determined based upon the services expected to be performed by the Stormwater Utility staff within the city for the upcoming year.

### **6 Modifications**

6.1 The Utility is hereby authorized by the parties to this agreement to amend Exhibit A WPCP Utility Responsibilities and City Support without formal execution beyond that which is provided herein only under circumstances where each of the following conditions exist:

6.1.1 The Metro District, GA EPD, EPA 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 a City under this agreement, and

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

6.1.3 The content of the amendment does not obligate the City beyond the absolute minimum required to maintain compliance with the new or modified mandate, and

6.1.4 The amendment does not result in any significant increased cost to the City, and

6 1 5 The City 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

New or modified mandates that result in a situation not covered by the above authorization would require the execution of written instruments signed by the County and by the City and as provided for within section 11 of this agreement

### 7 Notice

7 1 Any notice or documentation must be sent to the City of Grayson at

City of Grayson  
City Hall  
PO Box 208  
Grayson GA 30017  
(770) 963-8017

7 2 Any notice or documentation must be sent to Gwinnett County at

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

With a copy to  
Gwinnett County Attorney  
Gwinnett Justice and Administration Center  
75 Langley Drive  
Lawrenceville Georgia 30046

And

Director  
Department of Water Resources  
684 Winder Highway  
Lawrenceville, Georgia 30045

7 3 Notice via email is acceptable only as an additional method of notice to either regular or certified mail

7 4 Each party to this Agreement within Thirty (30) Days after the effective date of any change of the addresses set forth in Paragraphs 7 1 and 7 2 shall provide written notice of such change of address to the other party

#### **8 No personal liability**

8 1 Nothing herein will be construed as creating any personal liability on the part of any officer or agent of the County or of the City

#### **9 No third party beneficiaries**

9 1 Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against the County or the City The County and the City agree that this Agreement is intended for the benefit of the parties only and not for the benefit of architects engineers contractors sub-contractors including suppliers or any of their agents or employees or any other person

#### **10 Miscellaneous**

10 1 Any failure by either party at any time, or from time to time to enforce or require strict performance of any of the terms and conditions of this Agreement will not constitute a waiver of such terms or conditions

10 2 Neither party will be considered in default of its obligations under this Agreement to the extent that the performance of such obligations is prevented or delayed by any cause beyond the reasonable control of the affected party and the time for performance of either party hereunder will be extended for a period equal to any time lost as a result thereof

10 3 The provisions of this Agreement will be construed in accordance with and shall be governed by the laws of the state of Georgia Venue to enforce this Agreement shall lie solely in the Gwinnett Superior Court

10 4 This Agreement may be executed in one or more counterparts each of which shall be deemed to be an original

### **11 Entire Agreement**

11 1 This Agreement constitutes the entire agreement between the City and the County with respect to the subject matter hereof and supersedes all prior agreements understandings discussions negotiations, and undertakings, whether written or oral, and there are no inducements representations warranties or understandings that do not appear within the terms and provisions of this Agreement

### **12 Severability**

12 1 If any provision of this Agreement is held by a court of competent jurisdiction to be illegal or unenforceable the remaining provisions shall remain in full force and effect as if the illegal or unenforceable provision had never been contained in this Agreement

### **13 Successors And Assigns**

13 1 The provisions of this Agreement shall be deemed and held to be easements, covenants and restrictions appurtenant to and running with the land and shall bind and inure to the benefit of the parties and their successors, successors-in-title and assigns

#### **14 Evidence**

14.1 The Parties agree that if the County is sued in subsequent litigation concerning the Agreement it may be introduced into evidence

#### **15 Controlling Law, Venue**

15.1 This Agreement was made and shall be performed in Gwinnett County Georgia and shall be construed and interpreted under the laws of the State of Georgia Venue to enforce this Agreement shall be solely in the Superior Court of Gwinnett County Georgia and all defenses to venue are waived

#### **16 Further Assurances**

16.1 The Parties will sign any additional papers documents and other assurances and take all acts that are reasonably necessary to carry out the intent of this Agreement

#### **17 Construction**

17.1 This Agreement has been jointly negotiated and drafted This Agreement shall be construed as a whole according to its fair meaning The language of this Agreement shall not be constructed for or against either party

#### **18 Legal Advice**

18.1 In entering into this Agreement the Parties acknowledge that their legal rights are affected by this Agreement and that they have sought and obtained the legal advice of their attorneys Each Party has made such an investigation of the law and the



facts pertaining to this Agreement and of all other matter pertaining thereto as it  
or they deem necessary They further represent that the terms of this Agreement have  
been completely read by them and that all terms are fully understood and voluntarily  
accepted by them

### **19 Amendment Of Agreement**

19 1 Only a writing signed by each of the Parties may modify this Agreement

### **20 Authority**

20 1 The signature of a representative of any Party to this Agreement is a  
warranty that the representative has authority to sign this Agreement and to bind any  
and all principals to the terms and conditions hereof

### **21 Headings**

21 1 The headings of the paragraphs contained herein are intended for  
reference purposes only and shall not be used to interpret the Terms and Conditions  
contained herein or the rights granted hereby

### **22 Time**

22 1 Time is of the essence with all duties and obligations set forth in this  
Agreement

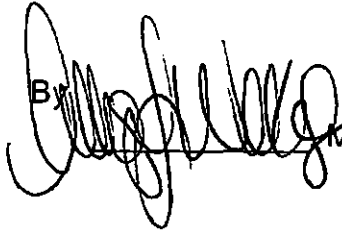
(Signatures on next page )

**Stormwater Utility Intergovernmental Agreement**

IN WITNESS WHEREOF, the parties hereto acting by and through their duly authorized officials have caused this Agreement to be executed in two counterparts each to be considered as an original by their authorized representative the clay and elate herein above written

EXECUTED this 2nd day of May, 2015

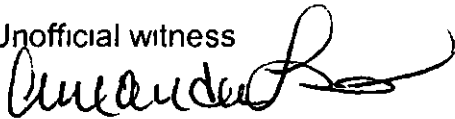
CITY OF GRAYSON, GEORGIA

By  Mayor

Signed sealed and delivered in the presence of

ATTEST *Heather Brookshire*

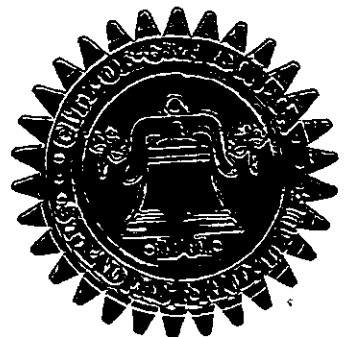
Unofficial witness



City Clerk

*Jawa Cone*

(City Seal)



**GWINNETT COUNTY, GEORGIA**

By Charlotte J. Nash  
Charlotte J. Nash, Chairman  
Gwinnett County

Signed, sealed and delivered in the  
presence of

ATTEST D. [Signature]

Rubie Savage  
Unofficial witness



APPROVED AS TO FORM

[Signature]  
County Attorney

STATE OF GEORGIA

GWINNETT COUNTY

**STORMWATER UTILITY INTERGOVERNMENTAL AGREEMENT**

This Stormwater Utility Intergovernmental Agreement (the "Agreement") is made this 11th day of January, 2018, by and between GWINNETT COUNTY, a political subdivision of the State of Georgia and a body corporate and politic, (hereinafter, the "County"), acting through its duly constituted Board of Commissioners, and the CITY OF Lilburn, a municipal corporation of the State of Georgia and a body corporate and politic, (hereinafter, the "City"), acting through its duly constituted City Council, which agree as follows:

**RECITALS**

1. **WHEREAS**, the Georgia Constitution, Article 9, Section 2 , Paragraph 3(a)(6), provides that the County and the City may exercise governmental powers to provide stormwater collection and disposal systems; and
2. **WHEREAS**, the Georgia Constitution, Article 9, Section 3, Paragraph 1, provides, in pertinent part, that any county, municipality, school district, or other political subdivision of the state may contract for any period not exceeding 50 years with each other or with any other public agency, public corporation, or public authority for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; but such contracts must deal with

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

3. **WHEREAS**, the Georgia Constitution, Article 9, Section 2, Paragraph 3(b) requires a county and a city to enter into a contract before a county provides stormwater collection and disposal systems inside of the boundaries of any city; and
4. **WHEREAS**, the provision of stormwater collection and disposal systems and stormwater management services have become increasingly important for the protection of public health, safety and welfare and the environment and the regulations imposed on stormwater collection and disposal systems by the state and federal governments have become increasingly stringent; and
5. **WHEREAS**, the City and the County own stormwater collection and disposal systems, permitted by National Pollution Discharge Elimination System permits, which impose significant legal obligations on both parties; and
6. **WHEREAS**, on November 1, 2005, the County adopted a Stormwater Utility Ordinance, codified in the Gwinnett County Code of Ordinances as Chapter 38, Article VII, Division 3, (hereinafter, the “Stormwater Utility Ordinance”); and
7. **WHEREAS**, the City desires to obtain the benefits of stormwater management services on its public stormwater management systems and facilities that are provided by the County’s Stormwater Utility; and
8. **WHEREAS**, the City recognizes that the County may from time to time issue Revenue Bonds to finance works of the stormwater utility and the City further

recognizes that the County must act to protect its “AAA” bond rating in the interest of all of the citizens of the City and of the County; and

9. **WHEREAS**, the Stormwater Utility Ordinance, Section 38-243(c) , provides that upon the execution of a written intergovernmental agreement between Gwinnett County and any municipality in the County, pursuant to Article 9, Section 2, Paragraph III (b) and Article 9, Section 3, Paragraph 1 of the Constitution of the State of Georgia, and in exchange for collecting stormwater service fees within the corporate limits of said City, the Stormwater Utility shall provide stormwater management services within the corporate limits of said City in accordance with the terms of this Article, subject to funding availability and to policy determinations made in the best interest of public health, welfare and safety and the environment.

**NOW THEREFORE**, pursuant to the authority granted by the Georgia Constitution, the County and the City enter into this Agreement for the County Stormwater Utility to operate within the boundaries of the City and to provide the same stormwater management services and to collect the same stormwater service fees within the boundaries of the City as it does within the unincorporated area of the County, subject to the Terms and Conditions recited herein.

## **TERMS AND CONDITIONS**

### **1. Recitals.**

1.1 The above Recitals are true, correct and form a material part of this Agreement.

**2. Effective Date, Term.**

2.1 This Agreement shall become effective on January 1, 2018. The term of the Agreement shall be Ten (10) years from the effective date.

**3. Termination, Notice.**

3.1 Either party may terminate this Agreement by giving the other party a minimum of 13 months written period of notice, as provided herein, of the intention to terminate the Agreement. The effective date of termination shall be on the 31<sup>st</sup> day of the second December occurring during the period on notice unless modified by section 3.2, 3.3, or 3.4.

3.2 Stormwater service fees collected in the City will be determined by assessing billing and collections records for all properties within the corporate limits of the City, and for any such funds collected which have not been spent by the 31<sup>st</sup> day of the second December of the period of notice, the Utility shall continue to execute capital projects within the corporate limits until the stormwater service fees collected within the corporate limits are spent.

3.3 If the stormwater service fees collected within the corporate limits of the City are less than the cost of stormwater management services provided by the 31<sup>st</sup> day of the second December of the period of notice, then the agreement will not terminate as specified in 3.1. The agreement will continue for at least another 12 months and stormwater service fees will be collected inside the city limits in accordance with the agreement.

3.4 If the stormwater service fees projected to be collected within the corporate limits of the City are less than the estimated costs of stormwater management services to be provided by the 31st day of the second December of the period of notice, then the Utility is liable and responsible for costs only up to the limit of the stormwater service fees projected to be collected. The Utility will coordinate with the City to determine what services the Utility will provide.

#### **4. Services provided within the City.**

4.1 During the term of this Agreement, the Stormwater Utility shall provide the same stormwater management services within the boundaries of the City as it does in the unincorporated area of the County, subject to funding availability and to policy determinations made in the best interest of public health, welfare and safety and the environment.

4.2 The public stormwater management systems and facilities within the City corporate limits shall be as defined by Gwinnett's 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.

4.3 The Utility shall act as the agent of the City to address Federal and State stormwater regulatory issues as agreed to in Exhibit "A" attached and titled, "WPCP GCSWU Responsibilities and Participating City Support" to the extent allowed by law or regulation.



4.4 The City agrees that the County, 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 4.4 is uniformity of water quality protection within the County and in the City. For stormwater regulations enforced by the Utility within City limits, the City agrees that County stormwater requirements are a minimum unless a different approach is approved by Gwinnett County in consultation with the City. Case by case appeals and variances to stormwater regulations will be administered by the City in accordance with Gwinnett County requirements or such other different approach agreed to by the City and County. The City will enforce conditions approved by the City during a rezoning case. Enforcement actions will be as specified in the City's stormwater requirements. Stormwater requirements include; the Illicit Discharge and Illegal Connection Ordinance, the Litter Control Ordinance, the Stream Buffer Protection Ordinance, the Floodplain Management Ordinance, the Soil Erosion and Sediment Control Ordinance, the Gwinnett County Stormwater Management Manual, the Gwinnett County Storm Sewer Pipe Standards, and applicable articles in the Unified Development Ordinance. The Utility is not responsible for enforcing these ordinances within the City limits unless defined in Exhibit A-WPCP GCSWU Responsibilities and Participating City Support.

4.5 Effective the date of this Agreement, the City shall convey all access, maintenance, and construction rights to the County 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 for the provision of stormwater management services and

the operations of stormwater management systems and facilities as defined in 4.2. The term of said conveyance shall coincide with the term of this agreement.

4.6 The City shall retain all responsibility for completing development review on every application for construction of stormwater management systems and facilities. During the term of this agreement, the Utility will be responsible for any matter covered by this agreement that the City or the County receives ante litem notice.

4.7 Notwithstanding the other terms and conditions recited herein, the County reserves the right to establish operation, maintenance and repair priorities among the City's 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.

4.8 The City agrees that it and the County will coordinate enforcement of the County's stormwater requirements within the City's boundaries.

4.9 The City shall be responsible for stormwater management plan review and inspections within the corporate City limits. The enforcement of applicable stormwater requirements shall be in accordance with Exhibit A – WPCP GCSWU Responsibilities and Participating City Support. The City may recover the cost of the review and inspection in accordance with the City's regulations. The Utility will not become responsible for the public stormwater management system and facilities of new developments within the City until and unless the Utility has reviewed and approved as-built documents and inspected and approved the installed public stormwater management system and facilities.

4.10 The City shall perform or cause to perform Erosion Control plan review and inspections for developments within the corporate City limits. The enforcement of applicable stormwater requirements shall be in accordance with Exhibit A- WPCP GCSWU Responsibilities and Participating City Support. The City may recover the cost of the review and inspection by collecting fees as may be set by the City from time to time.

4.11 The City and County recognize that noncompliance with the Metropolitan North Georgia Water Planning District (Metro District) requirements may result in a future curtailment in water and sewer permitted capacity or additional permit restrictions. The City agrees to fully comply with the most recent version of Metro District's Water Resource Management Plan (WRMP). Any matter identified by the Metro District or the Georgia Environmental Protection Division (EPD) as not being compliant with the WRMP and which the City has the authority to correct, shall be corrected by the city in the time specified by the Metro District or EPD. The Metro District WRMP specifically requires an inter-jurisdictional agreement that delineates responsibilities between jurisdictions regarding impaired stream segments and macroinvertebrate assessments. This paragraph constitutes these agreements.

4.12 The City and County recognize that the Gwinnett County Watershed Protection Plan applies to all areas to which the County supplies sanitary sewer service and that noncompliance with the Gwinnett County Watershed Protection Plan requirements could constitute noncompliance with the County National Pollutant Discharge Elimination System Wastewater Permits and may result in a future curtailment in water and sewer permitted capacity or other additional permit restrictions.

The City agrees to fully comply with the Gwinnett County Watershed Protection Plan. Any matter identified by the District or the Georgia Environmental Protection Division (EPD) as not being compliant with this plan which the City has authority to correct, shall be corrected by the city in the time specified by the District or EPD.

**5. Rates of the stormwater service fee established.**

5.1 The City recognizes that the Stormwater 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. The City recognizes that the Gwinnett 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.

5.2 The City 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 in the City, subject to the same terms and conditions as said rate applies in the County.

**6. Operating and Capital Program.**

6.1 The parties agree that the aim and desired effect is that stormwater service fees collected in the City shall be devoted to doing work within the City limits, however, the County and the City recognize and stipulate that flexibility is needed for administrative and other purposes.

6.1.1 The parties agree that, notwithstanding any other provision of this section, they may mutually agree to either increase or decrease the amount of money spent

within the City for one or more annual periods. Such mutually agreed upon increase or decrease may be based upon engineering studies, infrastructure requirements, or any other reasonable basis.

6.1.2 At the end of each fiscal year that this agreement is in effect, the Utility will cause an audit of stormwater service fees and expenditures. Capital expenditures within City limits will be identified and totaled. The City will be provided a copy of the annual audit.

6.1.3 The City may, from time to time, and in coordination with the County, wish to provide support to the County in the performance of the Stormwater Management Services described in this agreement. It is acknowledged that any cost associated with the provision of such support by the City may be funded by stormwater utility fee revenues collected from properties located in the City limits. The City will, at the beginning of each calendar year, provide to the County a summary of any anticipated support costs. The County will provide to the City funds in this amount, from City Stormwater Utility funds previously collected on behalf of the City by the County. The City acknowledges that any funding supplied to the City in this manner will reduce the amounts otherwise available to the County to spend in the City for the provision of Stormwater Management Services.

## **7. Entire Agreement, Modifications.**

7.1 This agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations or agreements either oral or written, regarding the subject matter of this Agreement. There are no conditions, agreements or

representations between the parties except those expressed in this Agreement. No other writing or oral agreement or conversation shall affect or modify any of the terms or obligations herein contained. 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 the City.

7.2 The Utility is hereby authorized by the parties to this agreement to amend Exhibit A WPCP GCSWU Responsibilities and Participating City Support without formal execution, beyond that which is provided herein, only under circumstances where each of the following conditions exist:

7.2.1 The Metro District, GA EPD, EPA 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 a City under this agreement; and

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

7.2.3 The content of the amendment does not obligate the City beyond the absolute minimum required to maintain compliance with the new or modified mandate; and

7.2.4 The amendment does not result in any significant increased cost to the City; and

7.2.5 The City 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.

New or modified mandates that result in a situation not covered by the above authorization would require the execution of written instruments signed by the County and by the City and as provided for within section 7.1 of this agreement.

**8. Notice.**

8.1 All contractual notices and communications under this Agreement will be deemed sufficient if either mailed by certified mail, return receipt requested, or delivered to the City at the following address:

City of Lilburn  
340 Main Street  
Lilburn, GA 30047

8.2 All contractual notices and communications under this Agreement will be deemed sufficient if either mailed by certified mail, return receipt requested, or delivered to the County at the following address:

County Administrator  
Gwinnett County  
75 Langley Drive  
Lawrenceville, GA 30046

8.3 Each party to this Agreement within Thirty (30) Days after the effective date of any change of the addresses set forth in Paragraphs 8.1 and 8.2, shall provide written notice of such change of address to the other party.

**9. No personal liability.**

9.1 Nothing herein will be construed as creating any personal liability on the part of any officer or agent of the County or of the City.

**10. No third party beneficiaries.**

10.1 Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against the County or the City. The County and the City agree that this Agreement is intended for the benefit of the parties, only, and not for the benefit of architects, engineers, contractors, sub-contractors, including suppliers or any of their agents or employees or any other person.

**11. Miscellaneous.**

11.1 Any failure by either party at any time, or from time to time, to enforce or require strict performance of any of the terms and conditions of this Agreement will not constitute a waiver of such terms or conditions.

11.2 Neither party will be considered in default of its obligations under this Agreement to the extent that the performance of such obligations is prevented or delayed by any cause beyond the reasonable control of the affected party and the time for performance of either party hereunder will be extended for a period equal to any time lost as a result thereof.

11.3 The provisions of this Agreement will be construed in accordance with and shall be governed by the laws of the state of Georgia. Venue to enforce this Agreement shall lie solely in the Gwinnett Superior Court.

11.4 This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original.



Stormwater Utility Intergovernmental Agreement

EXECUTED this 11<sup>th</sup> day of January, 2018

GWINNETT COUNTY BOARD OF COMMISSIONERS

BY: Charlotte J. Nash

CHAIRMAN  
Charlotte J. Nash

ATTEST:

BY: Diane Kemp

CLERK



APPROVED AS TO FORM:

Jonny Zeller

Senior Assistant County Attorney

EXECUTED this 11 day of December, 2017

(City of Lilburn)

ATTEST:

BY: Johnny D. Crist  
JOHNNY D. CRIST  
MAYOR

BY: [Signature]  
CITY CLERK

APPROVED AS TO FORM:

[Signature]  
City Attorney

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

<b>Abbreviations:</b>	TSS: Total Suspended Solids
CES: Cooperative Extension Service	UTILITY: Gwinnett County Storm Water Utility
COM: Capacity, Management, Operations and Maintenance	WIP: Watershed Improvement Project
DCA: Department of Community Affairs	WQ BMP: Water Quality Best Management Practice
DOT: Gwinnett Department of Transportation	WPCP: Watershed Protection Compliance Plan
DWR: Gwinnett Department of Water Resources	WRMP: Metro District Water Resource Management Plan
DWS: Dry Weather Screening	
GA EPD: Georgia Environmental Protection Division	
GCB: Gwinnett Clean and Beautiful	
GI/LID: Green Infrastructure/Low Impact Development	
HHW: Household Hazardous Waste	
IDIC: Illicit Discharge and Illegal Connection	
Metro District: Metropolitan North Georgia Water Planning District	
MS4: Municipal Separate Storm Sewer System	<b>Assumptions/Notes:</b>
NPDES: National Pollutant Discharge Elimination System	1. A city has signed up to be a part of the utility.
NWI: National Wetlands Inventory	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.
Monitoring and Implementation Plan	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 Monitoring and Implementation Plans and SWMP into their own respective plans.
POTW: Publicly Owned Treatment Works (aka: Water Reclamation Facility)	7. Utility bills the property owner directly inside City and unincorporated County.
SSO: Sanitary Sewer Overflow	8. "Agreement" as used herein refers to the Inter-governmental agreement into which this exhibit is incorporated by reference.
SWMP: Stormwater Management Program	
TCC: Technical Coordinating Committee (of the MNGWPD)	
TMDL: Total Maximum Daily Load	

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 & SWMP	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	Metro District Water Resource Management Plan (WRMP)					
Section III	Watershed Protection Plan					
Section IV	Stormwater Services not otherwise delineated					
<b>Section I. MS4 NPDES Permit and Stormwater Management Program</b>						
SWMP	SWMP	Adoption of SWMP	As noted below implement SWMP	Where the county provides a service on behalf of a city, the city agrees to modify its SWMP so that it is the same as the county's.	Utility will not report SWMP components inconsistent with the County's SWMP.	Utility will not report on or implement SWMP components inconsistent with the County's SWMP.
A	Structural and Source Controls-Measures					
Element A1	MS4 Control Structure Inventory and Map	MS4 Control Structure Inventory and Map	Utility will collect inventory.	City agrees to 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 will also be provided if available.	Utility will report inventory status and annual collection data on city by city basis where it is available.	Utility will not be able to report inventory not provided.

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
Element A2	MS4 Inspection and Maintenance Program	Inspection and Maintenance of Conveyance Systems	Utility will inspect and maintain on behalf of city residents and will respond on a countywide "first come - first serve" basis. Inspections will be at a minimum frequency as stated in the SWMP. Maintenance will be as needed, and as allowed within the budget.	City authorizes Utility personnel to access city easements and ROW for inspection and maintenance and to supply records in support of maintenance work; City will provide an inventory and maintenance history of facilities in the form requested by Utility. City understands that only those structures designed, and installed, identified on the recorded final plat, and in accordance with City regulations and the City storm water management manual will be accepted by Utility.	Utility will track and report inspections and maintenance activities by facility ID's assigned to each facility.:-	Inspection and maintenance will not be completed.
		Inspection and Maintenance of Category 1 Structural WQ BMPs (owned and maintained by Utility)	Utility will inspect periodically 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.	Cities agree to provide structure inventory, history and design plans and other relevant documentation in form required by Utility upon request.	Inspection list will be updated annually.. BMPs will be assigned city codes.	Inspection and maintenance would not be completed on affected BMP's.
Element A3	Planning Procedures	Comprehensive Plan Adoption	Nothing	Nothing	Nothing	Nothing
		Comprehensive Plan Implementation	Nothing	Nothing	Nothing	Nothing
Element A4	Street Maintenance					

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
		Roadside Ditch Maintenance - DOT	Nothing.	Nothing.	None	None
		Guard Rail Vegetation Control- DOT	Nothing.	Nothing.	None	None
		County Roadway Construction and Repair	Nothing.	Nothing.	None	None
		Litter Removal - Corrections Dept	Nothing.	Nothing.	None	None
		Deicing Program- DOT	Nothing.	Nothing.	None	None
		Adopt-A Road Advertisement	Develop advertisement/article for the City to use.	Print advertisement/article supplied by Utility in City newsletter.	Utility will draft advertisements/article for Adopt-A-Road Program.	If the City does not print the advertisement/article supplied by the Utility, or a substitute advertisement, City's MS4 compliance may be at risk.
		Litter Removal Activities – Citizen Involvement	Utility will help to coordinate litter reduction activities that include citizen involvement. This may or may not include the use of an outside party.	When needed, City will help to provide locations for litter reduction and disseminate advertisements of upcoming activities.	Utility will annually collect data for reporting purposes from Utility led litter reduction activities. City may add their own data.	If the City does not provide support for litter reduction activities or disseminate advertisements, litter reduction activities may cease to happen.
Element A5	Flood Management Projects	Assessing Future Flood Management Projects for Water Quality Benefits - implemented through plan review	Nothing	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
		Assess existing flood control devices for Water Quality Retrofits - WIP program	Utility will assess existing structural flood control devices (Detention/retention basins) through the implementation of its 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. 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.	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.
Element A6	Municipal Waste Facilities	Inventory and inspections of Municipal Waste Facilities located within the City.	Maintain inventory of Municipal Waste Facilities operated by City, based upon data supplied by City. Inspections of Municipal Waste facilities will be completed in accordance with the County's SWMP.	Provide inventory of Municipal Waste facilities; in format requested and within time requested. Also provide any necessary monitoring that may have been done at Municipal Waste facilities. Cities must provide Utility officers access to city facilities for purposes of inspection. Cities will correct problems identified at their expense within a time agreed upon with the Utility inspector.	Update to inventory will need to be obtained annually. Cities will need to provide any necessary monitoring reports. City codes will be assigned to facilities.	No inspections will be completed. Cities will be responsible to EPD for their own 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
		Training of municipal waste facility employees	Utility will provide written materials.	City will distribute provided materials to affected employees and track the names and departments of these individuals.	City will need to report to Utility the number of employees who were trained annually.	Education will not be reported on behalf of city.
Element A7	Municipal Facilities with the Potential to Cause Pollution	Inventory and inspections of Municipal Facilities located within the City.	Inspections of 20% of the Municipal Facilities on the most recent inventory list will be completed in each permit year, so that 100% of the municipal facilities will be inspected within 5 years.	Provide inventory of Municipal facilities in format requested and within time requested.. Cities must provide Utility officers access to city facilities for purposes of inspection. Cities will correct problems identified at their expense within a time agreed upon with the Utility inspector.	Update to inventory will need to be obtained annually.	No inspections will be completed. Cities will be responsible to EPD for their own Municipal Facility inspections.
Element A8	Pesticides, Fertilizers and Herbicide Application	Requirement to see state business license before issuance of business license to activities described by certain SIC codes.	Utility will provide information materials to City business license offices.	City business license offices must hand out license applications and agree to withhold business licenses from applicants with relevant SIC codes (0782, 0783, 0781, 0721, 0851, 7342), or equivalent NAICS codes, without presentation of valid pesticide licenses.	City will need to confirm that this process continues to be implemented annually.	No reporting of compliance to 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
		Municipal users	Utility will advise periodically of available training courses offered through CES and others for municipal employees	Cities will need to send employees to training and track attendance.	Cities will need to provide information on training completed in appropriate form and in time frame requested.	No reporting of compliance to EPD.
		Herbicide Use Plan	Utility will provide cities with a copy of the herbicide use plan	City will need to formally incorporate plan into city CSWMP. City will need to distribute relevant staff and track implementation.	Cities will need to provide information as requested on implementation of the plan within in appropriate form and in time frame requested	No reporting of compliance to EPD.
		Pesticide, Herbicide and Fertilizer Use procedures, inventory, training etc	Utility will advise of available training courses offered through CES and others for municipal employees and will collate implementation info provided by cities. Utility will provide copies of relevant procedures to cities.	Cities will need to send employees to training distribute procedures and track attendance at training and establish inventories. Cities agree to implement procedures.	Cities will need to provide information on, inventories and training completed and show they have implemented procedures.	No reporting to EPD.
B4	Illicit Discharges Detection and Elimination Program (IDDE)					
B1	Legal Authority	Adopt an IDDE/IDIC ordinance that meets MS4 Permit requirements. Re-evaluate and modify the IDDE ordinance as necessary to maintain compliance status.	Provide the city with the County's IDDE/IDIC ordinance, and any changes to this ordinance.	Adopt an IDDE/IDIC ordinance that is equivalent to the County's IDDE/IDIC ordinance.	City will report any changes to the IDDE/IDIC ordinance in the 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
B2	Outfall Inventory and Map	Develop an inventory and map showing the location of all outfalls from the MS4, and names and locations of all waters of the US. Provide number of outfalls added and total number of outfalls.	Utility will map all newly added MS4 inventory based on documentation from the city. Utility will identify outfalls as a part of this task.	City will provide all requested documentation for newly added stormwater infrastructure, in digital format, and in a timely fashion.	Utility will develop inventory and map based on most recent information from city. Outfalls will be tagged with city codes to allow reporting within a city.	If the requested documentation for newly added stormwater infrastructure is not submitted in digital format, and in a timely fashion, it will not be added to the inventory list. This may lead to underreporting of number of outfalls within city limits.
B3	IDDE Plan	Dry Weather Screening Program	Utility will complete and report on behalf of cities. Utility will take enforcement actions as necessary. Utility will administer and enforce City IDIC ordinance on behalf of cities.	City will provide all requested documentation for newly added stormwater infrastructure, in digital format, and in a timely fashion. Cities agree that Utility will enforce city ordinance in city limits.	Screenings will be tracked and reported within each city.	If the requested documentation for newly added stormwater infrastructure is not submitted in digital format, and in a timely fashion, it will not be added to the inventory list.
B4	Spill Response Procedures	Responding to large spills - spill prevention  Responding to large spills - spill Containment	Utility will complete industry inspections in accordance with the City's SWMP and discuss spill prevention.  County Haz mat officers will respond to problems in accordance with current Fire Service Agreements and CSWMP procedures	City police will continue policing of traffic hazards to prevent accidents.  Nothing	Police traffic enforcement is not tracked so cities will not need to provide any additional information.  Utility will obtain reports from Gwinnett County Fire Services and report on incidents county wide. Data is not tracked and cannot be reported on a city by city basis.	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
		Responding to large spills - spill Response	County Haz mat officers will respond to problems in accordance with current Fire Service Agreements and GSWMP procedures	Nothing	None	None
		Small spills - spill prevention	Utility will implement Industry Inspection program in cities in an effort to prevent small spills. Utility will also respond to stormwater complaint requests on behalf of cities.	Advise Utility of any problems noted in cities.	None	None
		Small spills - spill containment	Utility will implement on behalf of cities in accordance with CSWMP.	City will advise Utility of any known problems. Cities agree that Utility will enforce city ordinance in city limits	Any small spills that reach the MS4 will be reported in the Complaint Report for the City.	None
		Small spills - spill response	Utility will implement of behalf of cities in accordance with CSWMP.	City will notify Utility of any spills they become aware of. Cities agree that Utility will enforce city ordinance in city limits	Any small spills that reach the MS4 will be reported in the Complaint Report for the City.	None
		Sanitary Sewer Overflows: County Owned and Operated Sewer - DWR	County will investigate any potential SSOs reported by City.	City will notify Utility of any SSOs they become aware of.	Utility will report on sanitary sewer spills, from County owned system that entered the City MS4.	None
		Sanitary Sewer Overflows: City Owned and Operated Sewer - spill response	Nothing	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
B5	Public Reporting Procedures	Response to IDDE Complaints	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 will need to provide access to city drainage complaint histories in form required by Utility. Cities agree that Utility will enforce city ordinance in city limits	Utility will assign city codes to all complaints to allow tracking and reporting of records by city.	Inspections will not be completed.
B6	Proper Management and Disposal of Used Oil and Toxic Materials	Provide educational materials that include guidance for citizens to manage their HHW.	Utility will provide city with copies of any educational materials the Utility develops.	City will distribute educational materials as needed.	City needs to ask for replacement materials.	Educational Materials will not be distributed.
B7	Infiltration Controls	Program to limit seepage from county sanitary sewer.	Utility will investigate all complaints that indicate there could be infiltration of sewage into the City MS4.	In the event that the City identifies seepage from the sanitary sewer system into the MS4; the City will notify the Gwinnett County Department of Water Resources.	Utility will report on resolution of complaints addressing sanitary sewer infiltration into the City MS4.	If the City does not report potential problems, the Utility will not be able to investigate them.
Element C1	Industrial Facility Inventory	Develop and/or update an annual inventory of businesses that meet the definition of Industrial as in the SWMP.	Provide guidance to City as to information needed to develop this business list.	Provide business licensing information on businesses located within the city, in format requested, or a compatible electronic format, within time requested.	Update to inventory will need to be obtained annually.	No inspections will be completed in city limits. Cities will be responsible to EPD for their own 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
Elements C2 & C3	Industrial Facility Inspections and Enforcement Program	Implement the industrial facility inspection program as defined in the SWMP. Enforce as necessary.	Inspections of 20% of the businesses on the most recent inventory list will be completed in each permit year, so that 100% of the businesses are inspected within 5 years. Utility will take enforcement actions as necessary. Cities agree that Utility will enforce city ordinance in city limits	Provide logistical support in format requested, within time requested.	Utility will develop business inspection reports for each inspection.	No inspections will be completed in city limits. Cities will be responsible to EPD for their own business inspections.
	Monitoring Program for Stormwater Runoff from Industrial Facilities	Implement a monitoring program for Stormwater runoff from Industrial Facilities as defined in the SWMP.	Utility will implement in accordance with procedures established in the County's SWMP.	City's monitoring program in City SWMP must be equivalent to County's SWMP. City will need to provide any monitoring that City staff may have performed at businesses on the inventory list.	Results of any monitoring will be included in the Annual Report.	- Incomplete Reporting.
Element C4	Educational Activities	Implement educational activities for industrial facilities.	Utility will educate the business owners at the time of the business inspection.	City will need to supply and update inventory of facilities as requested and in format requested, or a compatible electronic format.	Update to inventory will need to be obtained annually.	No inspections will be completed in city limits. Cities will be responsible to EPD for their own inspections.
Element D4	Construction Site Management	This includes the Erosion and Sedimentation Ordinance, Site Plan Review Procedures, Inspection and Enforcement Procedures, and education of staff, builders developers, etc.	Nothing	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
D5	Educational/Training Activities	Provide training for MS4 staff that review plans, inspect BMPs, and perform bond release actions.	Pass on training opportunities that may be offered to City employees.	Register City employees that may benefit such training, as budgets allow. Annually inform the utility of training sessions that have been attended.	Utility will report any data concerning training that the City provides.	Training will not be reported.
Element E1	HVPS Facility Inventory	Develop and/or update an annual inventory of businesses that meet the definition of Highly Visible Pollutant Source (HVPS) as in the SWMP.	Provide guidance to City as to information needed to develop this business list.	Provide business licensing information on businesses located within the city in format requested, or a compatible electronic format, within time requested.	Update to inventory will need to be obtained periodically.	No inspections will be completed in city limits. Cities will be responsible to EPD for their own inspections.
Elements E2 & E3	HVPS Facility Inspections and Enforcement Program	Implement the HVPS facility inspection program as defined in the SWMP. Enforce as necessary.	Inspections of facilities will be completed in accordance with City's SWMP, which must be equivalent to County SWMP; 100% of the businesses on the HVPS list inspected within the 5-year permit period. Utility will take enforcement actions as necessary. Cities agree that Utility will enforce city ordinance in city limits	Provide logistical support in format requested within time requested.	Utility will develop business inspection reports for each inspection.	No inspections will be completed in city limits. Cities will be responsible to EPD for their own inspections.
Element E4	Educational Activities	Implement educational activities for HVPS facilities.	Utility will educate the business owners at the time of the business inspection.	City will need to supply and update inventory of facilities as requested and in the form requested.	Update to inventory will need to be obtained annually.	No inspections will be completed in city limits. Cities will be responsible to EPD for their own 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
Element F	Enforcement Response Plan (ERP)	Develop and implement an ERP that meets EPD requirements. It should describe actions to be taken concerning stormwater violations in regard to the IDIC Ordinance.	Develop an ERP and provide to the City.	Adopt the ERP provided by the Utility, or an equivalent ERP.	City must provide date of adoption of ERP. If they choose to adopt an equivalent ERP, they must provide a copy for Utility to implement.	Lack of implementation of ERP for stormwater violations.
Element G	Monitoring for Discharge to Impaired Waterbodies	Identify impaired waterbodies and associated pollutants of concern (POC) located within the city's jurisdiction.	Utility will address this requirement on behalf of the city.	Nothing	None.	None.
		Propose a monitoring and implementation plan as defined in the SWMIP, addressing each POC.	Utility will address this requirement on behalf of the city.	Nothing	None.	None.
		Annually review the latest 305(b)/303(d) list to determine whether an impaired waterbody within the city has been added to the list. Address the Plan as necessary.	Utility will address this requirement on behalf of the city.	Nothing	None.	None.
		Annually report an assessment of the data trends for each POC, and the effectiveness of the BMP's chosen to address the POC.	Utility will assess data and make modifications to Monitoring and Implementation Plan as necessary.	Nothing, unless noted elsewhere within this exhibit.	None.	None.
Element H	Public Education	Education program - general	Broad based efforts at public education will include city residents.	When requested, the City will need to provide logistical support for public education efforts.	Cities will need to report on additional education efforts.	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
Element H1	Public Education – Educational Brochures	Development and production of brochures.	Utility will provide brochures developed by Gwinnett County or the Metro District. Priorities for new brochure topics will be set based on countywide needs.	City will need to ask for more brochures, and will contribute ideas for new topics.	Cities will need to report on additional materials used and distribution.	No reporting on City's efforts.
Element H2	Public Education – Educational Articles	Development and printing of newsletter articles concerning stormwater.	Utility will provide 4 articles per year for City to print in paper or electronic newsletters. One article will be dedicated to IDIC issues and public reporting. A second article will describe opportunities with the Adopt-a-Road Program.	City will need to print articles provided by Utility, and will contribute ideas for new articles.	Cities will need to report on additional newsletters and distribution.	No reporting on City's efforts.
Element H3	Public Education – Website	Development and operation of City website with stormwater related information.	Nothing.	City will be responsible for this item.	Cities will need to report on this item.	Nothing.
Element I	Public Involvement	Public involvement - general	Broad based efforts at public involvement will include city residents.	When requested, the City will need to provide logistical support for public involvement efforts.	Cities will need to report on additional public involvement efforts.	No reporting on City's efforts.
Element I 1	Public Involvement – Stream cleanups.	This type of event involves coordinating a watershed or stream clean up.	Utility will arrange for at least one stream cleanup event, inside city, per year. Also, residents of cities will be invited to be involved in other AAS stream cleanups when they are held	City will help to identify locations, and logistical support for any watershed or stream cleanups within the city's jurisdiction. These would ideally be on city owned property. Cities may also, at their option, choose to further	Tracking will include the locations of cleaned stream segments, the date of the cleanup, the number of volunteers, the amount of trash collected, and report on sections of streams cleaned within city limits.	Incomplete reporting.

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
Element I 2	Public Involvement – other events	This could include Adopt-a-Stream monitoring, Storm Drain Stenciling, Outreach speaking events, etc.	Utility will investigate opportunities to enhance Public Involvement in the City. All reasonable options will be coordinated with the city.	advertise this program other stream cleanups locally. City will help to investigate opportunities to enhance Public Involvement in the City. All reasonable options will be coordinated with the Utility.	City will help to provide documentation of other Public Involvement events in the City.	Incomplete reporting.
Element J 1	Post-Construction Stormwater Controls – Ordinance Review	Adopt ordinances to address development and redevelopment and enforcement of post-construction controls, as defined in the SWMP.	Utility will draft ordinances and provide drafts to City for their review.	City must adopt the draft ordinances provided by the Utility, or an equivalent ordinance.	City will provide documentation supporting adoption of the required ordinances.	Non-compliance.
Element J 2	Post-Construction Stormwater Controls – Performance Standards	Adopt the GSMM or an equivalent Stormwater Management Manual.	Utility will adopt the GSMM, or an equivalent Stormwater Management Manual, and provide drafts to City for their review.	City must adopt the draft manual provided by the Utility, or an equivalent manual.	City will provide documentation supporting adoption of the required manual.	Non-compliance.
Element K1	GI/LID – Ordinance Review	Review and revise, where necessary, building codes, ordinances, and other regulations to ensure they do not prohibit or impede the use of GI/LID Practices.	Utility will review and provide draft changes to the city concerning building codes, ordinances, and other regulations to ensure they do not prohibit or impede the use of GI/LID Practices.	City will adopt equivalent changes to the city building codes, ordinances, and other regulations to ensure they do not prohibit or impede the use of GI/LID Practices.	City will provide documentation supporting adoption of the required ordinances.	Non-compliance.



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
Element K 2	GI/LID – Plan	Develop and implement a GI/LID Plan to consider the use of GI/LID Techniques and Structures.	Utility will draft a GI/LID Plan and associated SOPs. Utility will provide these to City for their review.	City must adopt the draft, or equivalent, GI/LID Plan and SOPs provided by the Utility. The City must provide logistical support for the implementation of the same or equivalent GI/LID Plan and SOPs.	City will provide documentation supporting adoption of the required GI/LID Plan and SOPs.	Non-compliance.
Element K 3	GI/LID – Structure Inventory	Develop inventory of GI/LID structures associated with the GI/LID Plan.	Utility will draft an inventory of GI/LID structures associated with the GI/LID Plan, based on data from the City.	City must follow BMP SOP in order to provide Utility with documentation for BMPs associated with the GI/LID Plan.	If the City does not provide BMP documentation, the BMPs will not be placed on the GI/LID inventory.	Non-compliance.
Element K 4	GI/LID – Inspection Program	Inspect or ensure inspections on 100% of the total privately owned non-residential and publicly owned GI/LID structures within a 5 year period. Maintain any publicly owned GI/LID structures, and ensure privately owned non-residential GI/LID structures are maintained as needed.	Utility will inspect GI/LID structures and ensure maintenance is performed by owner.	City authorizes Utility personnel to access city easements and ROW for inspection and maintenance and to supply records in support of maintenance work; to take legal action under City Regulations and Ordinances within city limits.	Utility will track and report inspections and maintenance activities for each GI/LID structure.	Inspection and maintenance will not be completed.
<b>Additional MS4 NPDES Permit Annual Reporting Requirements</b>						

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
Part III D	Modifications to SWMP	County may modify it's SWMP	Utility will provide notice of city plan modifications to cities following acceptance by GA EPD and will modify city plans on city's behalf. Utility will only modify elements of City plans that Utility has responsibility for under the agreement or this exhibit. Utility will not modify any part of a city plan that will result in an increased workload for the city without first consulting with the city.	Cities will be required to verify acceptance of modifications within 30 days of notice.	Utility will report that cities have adopted same changes.	Plans will not be modified which may result in compliance issues with GA EPD.
Part III A	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.
Part III B	Staffing	Update on number of FTE's involved in management of MS4	Utility will report on FTE's employed by city	Upon request from Utility, city must advise of any FTE's they may contribute to compliance activities.	Utility FTE's will be added to city supplied FTE's and be reported for city	Under reporting if city information not provided.
Part VIII B	Fiscal Analysis	Provide details of budget and expenditures	Utility will report on county wide expenditures and projected budgets.	City will need to report on any additional expenditure it incurred during the previous calendar year in support of program implementation and on budgets for following calendar years.	Utility costs and budgets will be added to city supplied costs and budget and be reported for city	Under reporting of costs to 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
Part IV.i	Annual Report	Prepare annual report	Utility will prepare report to EPD on implementation actions completed by Utility. Prepared report will be provided to city by June 7 of each year.	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 within this column of this exhibit. Completed report to be submitted by city to EPD.	None.	None

**Section II. Metro District Water Resource Management Plan (WRMP)**

Integrated 1	Coordinated Actions	Establish annual coordination meeting among local governments, water providers and wastewater providers.	Utility will ensure annual coordination meetings are established and see that the city is invited.	City will send appropriate staff to the annual coordination meetings.	City must ensure they receive a copy of the sign in sheet for reporting purposes.	Noncompliance status with WRMP.
Integrated 2	Local Water Master Plans	Develop and maintain local water master plans.	Utility has responsibility for this item.	None	None	None
Integrated 3	Update Local Emergency Water Plans	Develop or update local emergency water plans.	Utility has responsibility for this item.	None	None	None
Integrated 4	Update Local Wastewater Plans	Develop or update local wastewater plans.	Utility has responsibility for this item.	None	None	None
Integrated 5	Connections to Public Sewer	Coordinate with local wastewater provider and develop and maintain sewer connection policies.	Utility will provide city with copies of county policies concerning connections to public sewer.	City will ensure that city policies do not conflict with county policies.	City plan review documents should reflect county policies.	Noncompliance with WRMP.

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
Integrated 6	Source Water Assessment and Protection Program	Develop a Source Water Protection Plan	Utility has responsibility for this item.	None	None	None
Integrated 7	Water Supply Watershed Protection	Adopt water supply watershed buffers as required by the Part V Environmental Planning Criteria.	Utility will help city to identify any source water supply watersheds within city's jurisdiction.	City will ensure Stream Buffer Protection Ordinance includes required protection for the water supply watersheds within the city's jurisdiction.	City will provide Utility a copy of the ordinance that ensures water supply watershed protection.	Noncompliance with the WRMP.
Integrated 8	Septic System Planning	Develop a plan that identifies where and under what conditions septic systems are appropriate.	Utility will provide city a copy of the county plan.	City will adopt an equivalent plan.	City will provide Utility a copy of the equivalent plan.	Noncompliance with WRMP.
Integrated 9	Septic System Critical Area Management	Identify septic critical areas and assign additional management requirements for septic systems in those areas.	Utility will identify septic critical areas without regard to city/county boundaries. Utility will also identify additional management requirements for septic systems in those areas.	City will provide data necessary for the identification of the critical areas. City must implement additional management requirements for critical septic areas identified within city limits.	Septic areas within the city will not be included in the identification process if city does not provide necessary data.	Noncompliance with WRMP.
Integrated 10	Septic System Septage Disposal	Develop a plan for the disposal of septage generated within a local jurisdiction at local WWTPs or alternative disposal locations.	Utility will accept disposal of septage at Crooked Creek Treatment Plant.	Nothing	None	None
Integrated 11	Septic System Maintenance Education	Offer ongoing septic system maintenance education.	Utility will offer septic system maintenance education.	City will help to advertise said opportunities.	City residents may not know about educational opportunities.	Noncompliance with WRMP.
Integrated 12	Private Centralized Wastewater Systems Ordinance	Adopt and maintain local ordinances regarding decentralized wastewater systems.	Utility will adopt an ordinance outlawing private decentralized wastewater systems.	City will adopt an equivalent ordinance outlawing private decentralized wastewater systems.	City will report the adoption of the city ordinance.	Noncompliance with WRMP.

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
Integrated 13	Corps Reservoirs – Storage, Withdrawals and Returns	Coordinate integrated water supply uses and the return of highly treated wastewater to Lake Lanier and Allatoona Lake.	Utility has responsibility for this item.	None	None	None
Integrated 14	Encouraging the Return of Highly Treated Wastewater to the Chattahoochee and the Flint	Consider returning any water sourced from the Chattahoochee River Basin as highly treated wastewater to the Chattahoochee River Basin.	Utility has responsibility for this item.	None	None	None
Watershed-1	Post Development Stormwater Management					
1.		Adopt Ordinance	Nothing	Nothing	None.	None.
1.		Adopt GSMM or a local stormwater manual	Utility will provide city with an equivalent Stormwater Management Manual.	City must adopt Utility's equivalent Stormwater Management Manual.	None.	None.
2.		Adopt and Implement Site Plan Reviews for Developments based on GSMM or equivalent design manual	Nothing	Nothing	None.	None.
3.		Require maintenance agreements on all new post-construction stormwater facilities.	Nothing	Provide BMP related documents as necessary. See BMP SOP.	None.	None.
4.		Develop a site development plan review and inspection process and checklist(s) that lists stormwater and watershed management related requirements.	Nothing	Implement review and inspection process.	None.	None.
5.		Require a post-development stormwater management plan for all development and redevelopment that adds 5,000 square feet of	Nothing	Ensure the post-development stormwater management plan is submitted, and	None.	Noncompliance.

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.		<p>impervious cover or more than one acre of disturbance.</p> <p>Include provisions for ongoing long-term inspections and maintenance of stormwater control facilities.</p>	<p>Utility will inspect all BMPs built according to County Stormwater Management Manual, after City releases BMP Bond or Letter of Credit. Utility inspections will occur once every five years. Owners are expected to maintain BMPs as designed.</p>	<p>provide to Utility for the purpose of post-construction management.</p> <p>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, in a form requested by Utility. 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 understands that Utility will only accept, for Stormwater Utility Credits, those structures that have been designed and installed in accordance with Utility regulations and the County stormwater management manual.</p>	<p>Utility will track activity for reporting purposes. Only those BMPs designed to be in accordance with the County Stormwater Management Manual, and supported by all the associated documentation will be inspected by the Utility.</p>	<p>Inspections and enforcement would not be completed on affected BMP's. Possible noncompliance with the WRMP.</p>
7.		<p>Include a method for enforcement of the ordinance provisions.</p>	<p>Utility will implement an Enforcement Response Plan. Utility</p>	<p>City will adopt an equivalent Enforcement</p>	<p>None.</p>	<p>Noncompliance with WRMP.</p>

Reference	Title	Program Description/Requirement	What the Utility will do in the city	Support the city must provide	Reporting Issues	Non-compliance consequence between County and City
			will enforce city ordinances.	Response Plan and provide for County employees to enforce city ordinances.		
Watershed -2	Construction Erosion and Sedimentation Control	Develop a program to review, inspect and enforce erosion and sedimentation control requirements.	Nothing	None	None	None
Watershed-3	Floodplain Management					
1.		Adopt Ordinance	Nothing	Nothing	None.	None.
2.		Develop and Implement Flood Plain Review Process	Nothing	Nothing	None.	None
3.		Develop Flood Plain Maps and update as needed.	Utility will update the Floodplain maps as necessary.	Nothing.	None.	None.
4.		Incorporate future floodplain mapping into development review procedures.	Nothing	Nothing	None.	None
Watershed-4	Stream Buffer Protection					
1.		Adopt Ordinance	Nothing	Nothing	None.	None.
2.		Incorporate compliance with this ordinance into Development Review and Inspection Procedures	Nothing	Nothing	None.	None
Watershed-5	Illicit Discharge Detection and Elimination Program					
1.		Adopt an IDDE/IDIC ordinance that meets MS4 Permit requirements. Re-evaluate and modify the IDDE ordinance as necessary to maintain compliance status.	Provide the city with the County's IDDE/IDIC ordinance, and any changes to this ordinance.	Adopt an IDDE/IDIC ordinance that is equivalent to the County's IDDE/IDIC ordinance.	City will need to provide a copy of the IDDE/IDIC ordinance.	City will not be in compliance without an IDDE/IDIC ordinance.

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 & 3.		Develop an IDDE program with inspection and enforcement processes and procedures.	See section I, element B3 within this exhibit.	See section I, element B3 within this exhibit.	None.	None.
Watershed-6	Litter Control					
1.		Adopt Ordinance	Nothing	Nothing	None.	None.
2.		Develop inspection, violation, and enforcement procedures	Nothing	Nothing	None.	None.
Watershed 7	Promoting a Green Infrastructure Approach	Implement one of 4 options to encourage protection of open space and use of Green Infrastructure (GI).	Utility will review County ordinances and policies to determine those that act as impediments or barriers to GI. Utility will choose those to address and implement ordinance and policy changes.	City must adjust their ordinances and policies to concur with County ordinance or policy changes.	City will provide their ordinance and policy changes.	Inspections and enforcement of BMPs not meeting County ordinances and policies would be affected. Stormwater Utility Credits will not be applied to BMPs that do not meet County ordinances or policies.
Watershed 8	Watershed Improvement Projects	Identify substantially-impacted watersheds and implement WIPs to address impaired waters.	Utility will implement plans without regard to city county boundaries. Prioritization of projects will be based on multiple factors such as, but not limited to: ease of land access, magnitude of expected watershed benefit and budgetary constraints.	City agrees to provide access to city land, ROWs 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 projects within city limits.



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 9	Ongoing Stormwater System Management					
1.		Develop a stormwater infrastructure inventory	Utility will maintain the digital inventory, and map new structures.	City agrees to provide an inventory of facilities in the form requested by Utility. City understands that only those structures installed, identified on the recorded final plat, and in accordance with County regulations and the County stormwater design management manual will be accepted by Utility.	Utility will report inventory data.	Underreporting of data to the State.
2.		Develop an extent and level of service policy.	Implement Utility policy the same as in unincorporated Gwinnett.	City agrees that for the purposes of utility management that the city's maintenance policy must be equivalent to the Utility's maintenance policy.	Utility will report any policy modifications to EPD on city's behalf.	Inspections and maintenance will not be completed.
3.		Develop a stormwater systems inspections program	Utility will inspect on behalf of city residents and will respond on a countywide "first come - first serve" basis. Periodic inspections will be at a minimum frequency as stated in the SWMP.	City authorizes Utility staff to access city easements and ROW for inspections. City agrees to provide access to city drainage complaint histories in form required by Utility.	Utility will assign city codes to all inspections, to allow tracking and reporting of records by city.	Inspections 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
		Inspection and Maintenance of Cat 3 Structural WQ BMPs (Private BMP with a Maint. Agreement: Private Maintenance)	Once released from bond Utility will inspect once every five years. Owners are expected to maintain BMPs as designed.	City will verify compliance with City Ordinances and Stormwater Design Manual 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 or owner 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, in form required by Utility along with history of facility in a form requested by Utility. Utility will only accept, for	BMPs will be mapped and assigned a city code to support tracking.	No inspections or on affected BMPs. Stormwater Utility Credits will not be applied to BMPs without proper documentation and appropriate maintenance.

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.		Develop a stormwater maintenance program.	Utility will maintain on behalf of city residents and will respond on a countywide "first come - first serve" basis. Maintenance will be as needed, and as allowed within the budget.	Stormwater Utility Credits, those structures that have been designed and installed in accordance with City regulations and the City storm water management manual, which must be the same as the County Stormwater Management Manual.	Utility will track and report maintenance activities by facility ID's assigned to each facility.	Maintenance activities will not be completed.
			City authorizes Utility personnel to access city easements and ROW maintenance and to supply records in support of maintenance work to provide an inventory and maintenance history of facilities in the form requested by Utility. City understands that only those structures designed, installed, recorded final plat, and in accordance with County regulations and the County storm water design manual will be accepted by Utility.			

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
5.		Establish pollution prevention/good housekeeping for local operations	See Element A7 under MS4 Permit and Stormwater Management Program.	See Element A7 under MS4 Permit and Stormwater Management Program.	See Element A7 under MS4 Permit and Stormwater Management Program.	See Element A7 under MS4 Permit and Stormwater Management Program.
Watershed 10	Long Term Ambient Trend Monitoring	Monitor permanent stations for specific water quality indicators.	Utility will manage and implement program and will install any newly required stations 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.
		Monitor 303(d) listed stream segments for water quality indicators.	Utility will monitor impaired streams for pollutants of concern.	City agrees to provide access to city land, structures, easements or ROW's within the city.	None	Monitoring will not occur in city limits.
		Periodically review data to identify trends and potential WIPs.	Utility will review data, identify trends, and identify potential WIPs. City will be provided an opportunity to review potential WIPs prior to implementation. See Watershed 8 for more details concerning WIPs.	City will provide any data from monitoring performed by City staff. City also agrees to provide access to city land, structures, easements or ROW's within the city. See Watershed 8 for more details concerning WIPs.	None	Report to State will be incomplete.
Watershed 11	Macroinvertebrate Bioassessment	Perform benthic macroinvertebrate and habitat monitoring at permanent stations.	Utility will manage and implement program and will install stations 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.
		Periodically review data to identify trends and potential WIPs.	Utility will review data, identify trends, and identify potential WIPs.	City will provide any data from monitoring performed by City	None	Report to State will be incomplete.

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
			City will be provided an opportunity to review potential WIPs prior to implementation. See Watershed 8 for more details concerning WIPs.	staff. City also agrees to provide access to city land, structures, easements or ROW's within the city. See Watershed 8 for more details concerning WIPs.		
Watershed 12	Local Public Education Program	Include at least 2 Education and Outreach Activities	Utility will manage and implement program	City agrees to provide access to city land, structures, easements or ROW's within the city to allow implementation of education program. City also agrees to provide logistical support in format requested, within time requested.	Without city support, education activities may not occur.	City may not meet compliance requirements.
		Include at least 2 Public Participation and Involvement Activities	Utility will manage and implement program	City agrees to provide access to city land, structures, easements or ROW's within the city to allow implementation of education program. City also agrees to provide logistical support in format requested, within time requested.	Without city support, education activities may not occur.	City may not meet compliance requirements.
		Include at least one activity that addresses Septic system maintenance and pollution prevention.	Utility will manage and implement program	City agrees to provide access to city land, structures, easements or ROW's within the city to allow implementation of	Without city support, education activities may not occur.	City may not meet compliance 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
<b>Section III Watershed Protection Plan</b>						
Section 2.0	Improving Affected Areas	Identify and prioritize affected watersheds for Watershed Protection Plan Implementation	Utility will update prioritized watersheds for Watershed Protection Plan implementation. Prioritization will be on a County wide basis.	Nothing	None	None
		Watershed Protection Plan Implementation	Utility will implement Watershed Protection Projects without regard to city/county boundaries. Prioritization of projects will be based on multiple factors such as, but not limited to: 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 projects within city limits.
<b>Section IV. Stormwater Services not otherwise delineated</b>						

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
N/A	N/A	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.
N/A	N/A	Adopt Drainage Maintenance Policy	Implement Utility policy the same as in unincorporated Gwinnett	City agrees that for the purposes of utility management that the city's maintenance policy must be equivalent to the Utility's maintenance policy.	Utility will report any policy modifications to EPD on city's behalf	Inspection and maintenance will not be completed
N/A	N/A	Rock Program	Implement Utility policy the same as in unincorporated Gwinnett	City agrees that for the purposes of utility management that the city's Rock Program policy must be equivalent to the Utility's Rock Program policy.	Utility will track and report complaints by city code assigned to each job.	Suspension of ROCK deliveries in city
N/A	N/A	Inspection and Maintenance of Category 2 Structural WQ BMPs (Private w/o maint. Agreement)	Structures will not be routinely inspected or maintained by Utility. Inspection will be completed upon receipt of complaint. Owners will be required under City Ordinances to maintain as needed.	Cities authorize Utility inspectors to take legal action under City Ordinances within city limits. Cities agree to provide structure inventory, history, design plans and other relevant documentation upon request.	Will be tracked through complaint system and city codes assigned.	Inspection and enforcement action would not be taken on affected BMP's.
N/A	N/A	Inspection and Maintenance of Cat 3 Structural WQ BMPs (Private BMP with a Maint.	Once released from bond Utility will inspect once every five years.	City will verify compliance with City Ordinances and	BMPs will be mapped and assigned a city code to support	No inspections or enforcement on affected BMP's.

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
		Agreement: Private Maintenance)	Owners are expected to maintain BMPs as designed.	<p>Stormwater Management Manual 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 or owner 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, in form required by Utility along with history of facility in a form requested by Utility. Utility will only accept, for Stormwater Utility Credits, those</p>	tracking.	Stormwater Utility Credits will not be applied to BMPs without proper documentation and appropriate maintenance.



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
				structures-that have been designed and installed in accordance with City regulations and the City storm water design manual, which must be the equivalent to the County Stormwater Management Manual.		
		Inspections of dams	Gwinnett County will provide dam inspection and evaluation services for structures identified by the City of Lilburn.	City will provide all documentation as requested, along with designs and historical records of facility.	N/A	N/A

# Tax Billing and Collection

STATE OF GEORGIA

COUNTY OF GWINNETT

AGREEMENT FOR AD VALOREM TAX AND SANITATION FEE  
BILLING AND COLLECTION

This Agreement is made this 22nd day of May, 2017  
by and between the CITY OF DACULA, a municipal corporation  
chartered by the State of Georgia (hereinafter the "City"),  
GWINNETT COUNTY, GEORGIA, a political subdivision of the State of  
Georgia (hereinafter the "County"), and RICHARD K. STEELE, the Tax  
Commissioner of Gwinnett County (hereinafter the "Tax  
Commissioner"), each of which has been duly authorized to enter  
into this Agreement.

WITNESSETH:

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

WHEREAS, the City has a need for the additional collection of  
sanitation fees and

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

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual promises and understandings contained herein, the parties hereto do agree and consent to the following:

1.

Effective for the 2017 tax year, the Gwinnett County Tax Commissioner shall bill all ad valorem taxes including real property and personal property within the City for and on behalf of the City.

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

executions, levying upon properties, conducting tax sales, and pursuing collection through the Bankruptcy Courts. For the purposes of this Agreement, the Tax Commissioner shall be appointed as the duly authorized agent of the City to conduct tax sales for taxes due the City.

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

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

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

2.

The Gwinnett County Tax Commissioner shall bill sanitation fees for and on behalf of the City.

a. Each year the City shall determine the parcels within the City to be billed for sanitation fees. The City shall also determine the actual fee that will appear on the tax bill for each parcel to be billed. The Tax Commissioner

shall not be responsible for the calculation of any sanitation fee.

b. Billings for sanitation fees shall consist of a line item identified as a sanitation fee imposed by the City on the County's tax bills, and such fees shall be collected utilizing the County's due date(s). The Tax Commissioner shall disburse fees to the City on the same basis on which taxes are disbursed.

c. The Tax Commissioner shall be authorized to collect sanitation fees on behalf of the City in the same manner in which taxes are collected, as well as in the case of delinquent fees apply the same penalty and interest as delinquent taxes. Additionally, the Tax Commissioner shall issue executions, levy upon properties, and pursue collection through the Bankruptcy Courts whenever taxes and other city and county fees remain delinquent as well. If after every legal remedy for collection has been exhausted, the account will be determined to be insolvent, and the fee shall be removed from the account. The City shall provide the Tax Commissioner a temporary data file of the parcels to be billed and the fees to be assessed to those parcels for the purposes of system



testing according to the schedule provided each year. The data file shall be in a format to be prescribed by the Tax Commissioner.

- d. The City shall provide the Tax Commissioner its final data file of the parcels to be billed and the fees to be assessed to those parcels by the date specified for the final file each year. The data file shall be in the same format as the test file. The Tax Commissioner shall not accept additional parcels to be billed for the tax year after acceptance of the final file for each tax year, and billing for such parcels must be achieved by means other than through County or Tax Commissioner services.
- e. The Tax Commissioner shall determine the actual cost associated with the billing of sanitation fees on behalf of the City and shall notify the City and the County of that cost. The City shall remit the amount of the cost at the same time it provides the Tax Commissioner the millage rate, and in turn, the County shall ensure that funding for resources necessary to bill the City's sanitation fees are immediately available to the Tax Commissioner by placing the stated amount of the cost to bill in the Tax Commissioner's Operating Budget. The

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

- f. Neither the County nor the Tax Commissioner shall be responsible for correcting billing errors that are not caused by either the County or the Tax Commissioner. Neither the County nor the Tax Commissioner shall be responsible for the issuance of refunds of sanitation fees based upon any such billing errors, nor for credits issued by the City after the final data has been received by the Tax Commissioner.

3.

It is understood by the parties that no employee, officer, or agent of either party shall be under or subject to the direction or

control of the other party, its officers, employees and agents for any of the services provided pursuant to this Agreement.

4.

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

5:

This Agreement shall be deemed to have been made and performed in Gwinnett County, Georgia. For purposes of venue, all suits or causes of action arising out of this Agreement shall be brought in the Courts of Gwinnett County, Georgia.

6.

This Contract shall be effective from January 1, 2017, or the date that Gwinnett County executes the Agreement, through December 31, 2020. The Agreement shall automatically renew from January 1st through December 31st of each of the following three years thereafter unless terminated by either party upon ninety (90) days written notice to the Chairman of the Gwinnett County Board of Commissioners and to the Mayor of the City of Dacula at the addresses set forth below:

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

City of Dacula  
Jimmy Wilbanks, Mayor  
P O Box 400  
Dacula, GA 30019

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

7.

The Tax Commissioner is allowed by the laws of the State of Georgia to bill special assessments such as sanitation fees as a part of the tax bill. The parties agree that the section to collect ad valorem taxes is separate from the section to bill sanitation fees and therefore the parties may agree to continue the collection of ad valorem taxes without an agreement to continue the collection of sanitation fees. The parties also agree that the section to bill sanitation fees is dependent on the existence of the section to collect ad valorem taxes and therefore may not exist separately.

Furthermore, the invalidation of one or more of the provisions hereof shall not affect the validity of the remainder of this Agreement, which shall remain in full force and effect.

8.

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

9.

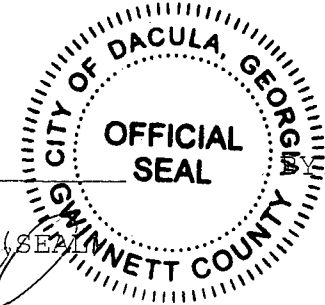
The City agrees to protect, defend, indemnify, and hold harmless the County and the Tax Commissioner, their officers, agents and employees from and against any and all liability, damages, claims, suits, liens, and judgments, of whatever nature, including claims for contribution and/or indemnification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

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

ATTEST:

BY:

[Signature]  
City Clerk  
[Signature]



CITY OF DACULA

[Signature]  
JIMMY WILBANKS, MAYOR

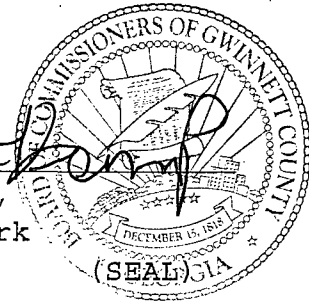
WITNESS

DATE: 3-6-2017

ATTEST:

BY:

[Signature]  
DIANE KEMP,  
County Clerk



GWINNETT COUNTY, GEORGIA

BY:

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

[Signature]  
WITNESS

DATE: May 22, 2017

BY:

[Signature]  
RICHARD K. STEELE  
TAX COMMISSIONER  
Gwinnett County, Georgia

[Signature]  
WITNESS

DATE: 5-12-17

APPROVED AS TO FORM:

[Signature]  
BY: [Signature]  
Brooke Savage  
Sr. Assistant County Attorney  
Gwinnett County, Georgia

STATE OF GEORGIA

COUNTY OF GWINNETT

AGREEMENT FOR AD VALOREM TAX BILLING AND COLLECTION

This Agreement is made this 22nd day of May, 2017 by and between the CITY OF GRAYSON, a municipal corporation chartered by the State of Georgia (hereinafter the "City"), GWINNETT COUNTY, GEORGIA, a political subdivision of the State of Georgia (hereinafter the "County"), and RICHARD K. STEELE, the Tax Commissioner of Gwinnett County (hereinafter the "Tax Commissioner"), each of which has been duly authorized to enter into this Agreement.

WITNESSETH:

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

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

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

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

1.

Effective for the 2017 tax year, the Gwinnett County Tax Commissioner shall bill all ad valorem taxes including real property and personal property within the City for and on behalf of the City.

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



sales, and pursuing collection through the Bankruptcy Courts. For the purposes of this Agreement, the Tax Commissioner shall be appointed as the duly authorized agent of the City to conduct tax sales for taxes due the City.

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

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

the Tax Commissioner shall be obligated in any manner whatsoever to bill and collect ad valorem taxes for the City as set forth herein.

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

2.

It is understood by the parties that no employee, officer, or agent of either party shall be under or subject to the direction or

control of the other party, its officers, employees and agents for any of the services provided pursuant to this Agreement.

3.

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

4.

This Agreement shall be deemed to have been made and performed in Gwinnett County, Georgia. For purposes of venue, all suits or causes of action arising out of this Agreement shall be brought in the Courts of Gwinnett County, Georgia.

5.

This Contract shall be effective from January 1, 2017, or the date that Gwinnett County executes the Agreement, through December 31, 2020. The Agreement shall automatically renew from January 1st through December 31st of each of the following three years thereafter unless terminated by either party upon ninety (90) days written notice to the Chairman of the Gwinnett County Board of Commissioners and to the Mayor of the City of Grayson at the addresses set forth below:

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

City of Grayson  
Allison Wilkerson, Mayor  
475 Grayson Parkway  
Grayson, GA 30017

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

6.

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

7.

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

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

ATTEST:

BY:

Laura Cone  
City Clerk

CITY OF GRAYSON

BY:

Allison Wilkerson  
ALLISON WILKERSON, MAYOR

WITNESS

DATE:

3/27/17



ATTEST:

BY:

Diane Kemp  
DIANE KEMP,  
County Clerk

GWINNETT COUNTY, GEORGIA

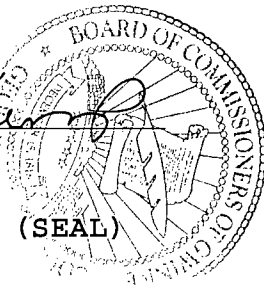
BY:

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

WITNESS

DATE:

May 22, 2017



Dina M. King  
WITNESS

BY:

Richard K. Steele

RICHARD K. STEELE  
Tax Commissioner  
Gwinnett County, Georgia

WITNESS

DATE:

5-12-17

APPROVED AS TO FORM:

BY:

Brooke Savage  
BROOKE SAVAGE  
Sr. Assistant County Attorney  
Gwinnett County, Georgia

STATE OF GEORGIA

COUNTY OF GWINNETT

AGREEMENT FOR AD VALOREM TAX BILLING AND COLLECTION

This Agreement is made this 22<sup>nd</sup> day of May, 2017 by and between the CITY OF LAWRENCEVILLE, a municipal corporation chartered by the State of Georgia (hereinafter the "City"), GWINNETT COUNTY, GEORGIA, a political subdivision of the State of Georgia (hereinafter the "County"), and RICHARD K. STEELE, the Tax Commissioner of Gwinnett County (hereinafter the "Tax Commissioner"), each of which has been duly authorized to enter into this Agreement.

WITNESSETH:

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

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

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



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

1.

Effective for the 2017 tax year, the Gwinnett County Tax Commissioner shall bill all ad valorem taxes including real property and personal property within the City for and on behalf of the City.

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

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

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

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

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

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

2.

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

3.

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

4.

This Agreement shall be deemed to have been made and performed in Gwinnett County, Georgia. For purposes of venue, all suits or causes of action arising out of this Agreement shall be brought in the Courts of Gwinnett County, Georgia.

5.

This Contract shall be effective from January 1, 2017, or the date that Gwinnett County executes the Agreement, through December 31, 2020. The Agreement shall automatically renew from January 1st through December 31st of each of the following three years thereafter unless terminated by either party upon ninety (90) days written notice to the Chairman of the Gwinnett County Board of Commissioners and to the Mayor of the City of Lawrenceville at the addresses set forth below:

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

City of Lawrenceville  
Judy Jordan Johnson, Mayor  
70 S Clayton Street  
Lawrenceville, GA 30046

In the event that notice of termination occurs after the Tax Commissioner has received a billing and collection order from the State of Georgia, this Agreement shall terminate on January 1st of

the following year. Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically upon the expiration of Richard Steele's term as Tax Commissioner.

6.

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

7.

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

if any.

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

ATTEST:

CITY OF LAWRENCEVILLE

BY: *Aaron Piore*  
City Clerk

BY: *Judy Jordan Johnson*  
JUDY JORDAN JOHNSON, MAYOR

(SEAL)



*Julie Davidson*  
WITNESS

DATE: 4/6/17

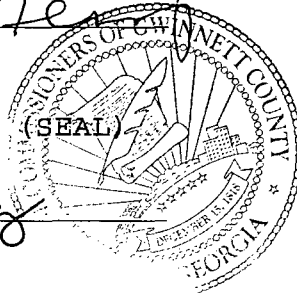
ATTEST:

WINNETT COUNTY, GEORGIA

BY: *Diane Kemp*  
DIANE KEMP,  
County Clerk

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

(SEAL)



*Sina M. King*  
WITNESS

DATE: May 22, 2017

BY: *Richard K. Steele*

RICHARD K. STEELE  
Tax Commissioner  
Gwinnett County, Georgia

*Elizabeth Nash*  
WITNESS

DATE: 5-12-17

APPROVED AS TO FORM:

BY: *Brooke Savage*  
BROOKE SAVAGE  
Sr. Assistant County Attorney  
Gwinnett County, Georgia

STATE OF GEORGIA

COUNTY OF GWINNETT

AGREEMENT FOR AD VALOREM TAX, STREETLIGHT AND SANITATION FEE  
BILLING AND COLLECTION

This Agreement is made this 22nd ~~6th~~ day of May ~~March~~, 2017  
by and between the CITY OF LILBURN, a municipal corporation  
chartered by the State of Georgia (hereinafter the "City"),  
GWINNETT COUNTY, GEORGIA, a political subdivision of the State of  
Georgia (hereinafter the "County"), and RICHARD K. STEELE, the Tax  
Commissioner of Gwinnett County (hereinafter the "Tax  
Commissioner"), each of which has been duly authorized to enter  
into this Agreement.

WITNESSETH:

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

WHEREAS, the City has a need for the additional collection of  
streetlight and sanitation fees and

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



NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual promises and understandings contained herein, the parties hereto do agree and consent to the following:

1.

Effective for the 2017 tax year, the Gwinnett County Tax Commissioner shall bill all ad valorem taxes including real property and personal property within the City for and on behalf of the City.

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

executions, levying upon properties, conducting tax sales, and pursuing collection through the Bankruptcy Courts. For the purposes of this Agreement, the Tax Commissioner shall be appointed as the duly authorized agent of the City to conduct tax sales for taxes due the City.

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

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

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

2.

The Gwinnett County Tax Commissioner shall bill streetlight and sanitation fees for and on behalf of the City.

a. Each year the City shall determine the parcels within the City to be billed for streetlight and/or sanitation fees. The City shall also determine the actual fee that will appear on the tax bill for each parcel to be billed. The

Tax Commissioner shall not be responsible for the calculation of any streetlight or sanitation fee.

- b. Billings for streetlight and sanitation fees shall consist of a line item identified as a streetlight or sanitation fee imposed by the City on the County's tax bills, and such fees shall be collected utilizing the County's due date(s). The Tax Commissioner shall disburse fees to the City on the same basis on which taxes are disbursed.
- c. The Tax Commissioner shall be authorized to collect streetlight and sanitation fees on behalf of the City in the same manner in which taxes are collected, as well as in the case of delinquent fees apply the same penalty and interest as delinquent taxes. Additionally, the Tax Commissioner shall issue executions, levy upon properties, and pursue collection through the Bankruptcy Courts whenever taxes and other city and county fees remain delinquent as well. If after every legal remedy for collection has been exhausted, the account will be determined to be insolvent, and the fees shall be removed from the account. The City shall provide the Tax Commissioner a temporary data file of the parcels to be

billed and the fees to be assessed to those parcels for the purposes of system testing according to the schedule provided each year. The data file shall be in a format to be prescribed by the Tax Commissioner.

- d. The City shall provide the Tax Commissioner its final data file of the parcels to be billed and the fees to be assessed to those parcels by the date specified for the final file each year. The data file shall be in the same format as the test file. The Tax Commissioner shall not accept additional parcels to be billed for the tax year after acceptance of the final file for each tax year, and billing for such parcels must be achieved by means other than through County or Tax Commissioner Services.
- e. The Tax Commissioner shall determine the actual cost associated with the billing of streetlight and sanitation fees on behalf of the City and shall notify the City and the County of that cost. The City shall remit the amount of the cost at the same time it provides the Tax Commissioner the millage rate, and in turn, the County shall ensure that funding for resources necessary to bill the City's streetlight and sanitation fees are immediately available to the Tax Commissioner by placing

the stated amount of the cost to bill in the Tax Commissioner's Operating Budget. The payment under this provision shall be remitted to: Gwinnett County Tax Commissioner, 75 Langley Drive, Lawrenceville, Georgia 30046. In the event that the City fails to pay the County and the Tax Commissioner according to the terms set forth herein, the County shall be entitled to immediately consider the Agreement to collect streetlight and sanitation fees null and void, and neither the County nor the Tax Commissioner shall be obligated in any manner whatsoever to bill and collect streetlight and sanitation fees for the City as set forth herein.

- f. Neither the County nor the Tax Commissioner shall be responsible for correcting billing errors that are not caused by either the County or the Tax Commissioner. Neither the County nor the Tax Commissioner shall be responsible for the issuance of refunds of streetlight or sanitation fees based upon any such billing errors, nor for credits issued by the City after the final data has been received by the Tax Commissioner.

3.

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

4.

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

5.

This Agreement shall be deemed to have been made and performed in Gwinnett County, Georgia. For purposes of venue, all suits or causes of action arising out of this Agreement shall be brought in the Courts of Gwinnett County, Georgia.

6.

This Contract shall be effective from January 1, 2017, or the date that Gwinnett County executes the Agreement, through December 31, 2020. The Agreement shall automatically renew from January 1st through December 31st of each of the following three years thereafter unless terminated by either party upon ninety (90) days written notice to the Chairman of the Gwinnett County Board of Commissioners and to the Mayor of the City of Lilburn at the addresses set forth below:



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

City of Lilburn  
Johnny D. Crist, Mayor  
340 Main St.  
Lilburn, GA 30047

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

7.

The Tax Commissioner is allowed by the laws of the State of Georgia to bill special assessments such as sanitation fees as a part of the tax bill. The parties agree that the section to collect ad valorem taxes is separate from the section to bill streetlight and sanitation fees and therefore the parties may agree to continue the collection of ad valorem taxes without an agreement to continue the collection of streetlight and sanitation fees. The parties also agree that the section to bill streetlight and sanitation fees is dependent on the existence of the section to collect ad valorem taxes and therefore may not exist separately.

Furthermore, the invalidation of one or more of the provisions hereof shall not affect the validity of the remainder of this Agreement, which shall remain in full force and effect.

8.

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

9.

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

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

ATTEST:

CITY OF LILBURN

BY: [Signature]  
City Clerk

BY: [Signature]  
JOHNNY D. CRIST, MAYOR

[Signature] (SEAL)  
WITNESS

DATE: 03-06-17

ATTEST:

WINNETT COUNTY, GEORGIA

BY: [Signature]  
DIANE KEMP,  
County Clerk

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

[Signature]  
WITNESS

DATE: May 22, 2017

BY: [Signature]  
RICHARD K. STEELE  
TAX COMMISSIONER  
Gwinnett County, Georgia

[Signature]  
WITNESS

DATE: 5-12-17

APPROVED AS TO FORM:

BY: [Signature]  
BROOKE SAVAGE  
Sr. Assistant County Attorney  
Gwinnett County, Georgia

STATE OF GEORGIA

COUNTY OF GWINNETT

AGREEMENT FOR AD VALOREM TAX, STREETLIGHT AND SANITATION FEE  
BILLING AND COLLECTION

This Agreement is made this 22<sup>nd</sup> day of May, 2017  
by and between the CITY OF PEACHTREE CORNERS, a municipal  
corporation chartered by the State of Georgia (hereinafter the  
"City"), GWINNETT COUNTY, GEORGIA, a political subdivision of the  
State of Georgia (hereinafter the "County"), and RICHARD K. STEELE,  
the Tax Commissioner of Gwinnett County (hereinafter the "Tax  
Commissioner"), each of which has been duly authorized to enter  
into this Agreement.

WITNESSETH:

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

WHEREAS, the City has a need for the additional collection of  
streetlight and sanitation fees and

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

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual promises and understandings contained herein, the parties hereto do agree and consent to the following:

1.

Effective for the 2017 tax year, the Gwinnett County Tax Commissioner shall bill all ad valorem taxes including real property and personal property within the City for and on behalf of the City.

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

executions, levying upon properties, conducting tax sales, and pursuing collection through the Bankruptcy Courts. For the purposes of this Agreement, the Tax Commissioner shall be appointed as the duly authorized agent of the City to conduct tax sales for taxes due the City.

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

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

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

2.

The Gwinnett County Tax Commissioner shall bill streetlight and sanitation fees for and on behalf of the City.

a. Each year the City shall determine the parcels within the City to be billed for streetlight and sanitation fees. The City shall also determine the actual fee that will appear on the tax bill for each parcel to be billed. The



Tax Commissioner shall not be responsible for the calculation of any streetlight or sanitation fees.

- b. Billings for streetlight and sanitation fees shall consist of a line item identified as a streetlight or sanitation fee imposed by the City on the County's tax bills, and such fees shall be collected utilizing the County's due date(s). The Tax Commissioner shall disburse fees to the City on the same basis on which taxes are disbursed.
- c. The Tax Commissioner shall be authorized to collect streetlight and sanitation fees on behalf of the City in the same manner in which taxes are collected, as well as in the case of delinquent fees apply the same penalty and interest as delinquent taxes. Additionally, the Tax Commissioner shall issue executions, levy upon properties, and pursue collection through the Bankruptcy Courts whenever taxes and other city and county fees remain delinquent as well. If after every legal remedy for collection has been exhausted, the account will be determined to be insolvent, and the fee shall be removed from the account. The City shall provide the Tax Commissioner a temporary data file of the parcels to be

billed and the fees to be assessed to those parcels for the purposes of system testing according to the schedule provided each year. The data file shall be in a format to be prescribed by the Tax Commissioner.

- d. The City shall provide the Tax Commissioner its final data file of the parcels to be billed and the fees to be assessed to those parcels by the date specified for the final file each year. The data file shall be in the same format as the test file. The Tax Commissioner shall not accept additional parcels to be billed for the tax year after acceptance of the final file for each tax year, and billing for such parcels must be achieved by means other than through County or Tax Commissioner services.
- e. The Tax Commissioner shall determine the actual cost associated with the billing of streetlight and sanitation fees on behalf of the City and shall notify the City and the County of that cost. The City shall remit the amount of the cost at the same time it provides the Tax Commissioner the millage rate, and in turn, the County shall ensure that funding for resources necessary to bill the City's streetlight and sanitation fees are immediately available to the Tax Commissioner by placing

the stated amount of the cost to bill in the Tax Commissioner's Operating Budget. The payment under this provision shall be remitted to: Gwinnett County Tax Commissioner, 75 Langley Drive, Lawrenceville, Georgia 30046. In the event that the City fails to pay the County and the Tax Commissioner according to the terms set forth herein, the County shall be entitled to immediately consider the Agreement to collect streetlight and sanitation fees null and void, and neither the County nor the Tax Commissioner shall be obligated in any manner whatsoever to bill and collect streetlight and sanitation fees for the City as set forth herein.

- f. Neither the County nor the Tax Commissioner shall be responsible for correcting billing errors that are not caused by either the County or the Tax Commissioner. Neither the County nor the Tax Commissioner shall be responsible for the issuance of refunds of streetlight and sanitation fees based upon any such billing errors, nor for credits issued by the City after the final data has been received by the Tax Commissioner.

3.

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

4.

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

5.

This Agreement shall be deemed to have been made and performed in Gwinnett County, Georgia. For purposes of venue, all suits or causes of action arising out of this Agreement shall be brought in the Courts of Gwinnett County, Georgia.

6.

This Contract shall be effective from January 1, 2017, or the date that Gwinnett County executes the Agreement, through December 31, 2020. The Agreement shall automatically renew from January 1st through December 31st the following year unless terminated by either party upon ninety (90) days written notice to the Chairman of the Gwinnett County Board of Commissioners and to the Mayor of the City of Peachtree Corners at the addresses set forth below:

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

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

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

7.

The Tax Commissioner is allowed by the laws of the State of Georgia to bill special assessments such as streetlight and sanitation fees as a part of the tax bill. The parties agree that the section to collect ad valorem taxes is separate from the section to bill streetlight and sanitation fees and therefore the parties may agree to continue the collection of ad valorem taxes without an agreement to continue the collection of streetlight and sanitation fees. The parties also agree that the section to bill streetlight and sanitation fees is dependent on the existence of the section to collect ad valorem taxes and therefore may not exist separately.

Furthermore, the invalidation of one or more of the provisions hereof shall not affect the validity of the remainder of this Agreement, which shall remain in full force and effect.

8.

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

9.

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

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

ATTEST:

CITY OF PEACHTREE CORNERS

BY:

*[Signature]*  
City Clerk

BY:

*Mike Mason*  
MIKE MASON, MAYOR



WITNESS

DATE:

3-21-17

ATTEST:

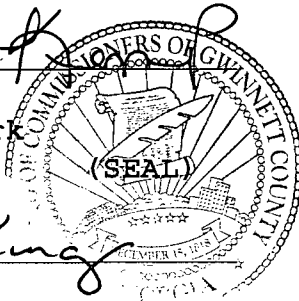
GWINNETT COUNTY, GEORGIA

BY:

*[Signature]*  
DIANE KEMP,  
County Clerk

BY:

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



WITNESS

DATE:

May 22, 2017

BY:

*Richard K. Steele*  
RICHARD K. STEELE  
TAX COMMISSIONER

Gwinnett County, Georgia

WITNESS

DATE:

5-12-17

APPROVED AS TO FORM:

BY:

*[Signature]*  
Brooke Savage  
Sr. Assistant County Attorney  
Gwinnett County, Georgia





STATE OF GEORGIA

COUNTY OF GWINNETT

AGREEMENT FOR AD VALOREM TAX AND STORM-WATER FEE  
BILLING AND COLLECTION

This Agreement is made this 1<sup>st</sup> day of June, 2017  
by and between the CITY OF SNELLVILLE, a municipal corporation  
chartered by the State of Georgia (hereinafter the "City"),  
GWINNETT COUNTY, GEORGIA, a political subdivision of the State of  
Georgia (hereinafter the "County"), and RICHARD K. STEELE, the Tax  
Commissioner of Gwinnett County (hereinafter the "Tax  
Commissioner"), each of which has been duly authorized to enter  
into this Agreement.

WITNESSETH:

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

WHEREAS, the City has a need for the additional collection of  
storm-water fees and

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

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual promises and understandings contained herein, the parties hereto do agree and consent to the following:

1.

Effective for the 2017 tax year, the Gwinnett County Tax Commissioner shall bill all ad valorem taxes including real property and personal property within the City for and on behalf of the City.

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

executions, levying upon properties, conducting tax sales, and pursuing collection through the Bankruptcy Courts. For the purposes of this Agreement, the Tax Commissioner shall be appointed as the duly authorized agent of the City to conduct tax sales for taxes due the City.

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

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

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

2.

The Gwinnett County Tax Commissioner shall bill storm-water fees for and on behalf of the City.

a. Each year the City shall determine the parcels within the City to be billed for storm-water fees. The City shall also determine the actual fee that will appear on the tax bill for each parcel to be billed. The Tax Commissioner

shall not be responsible for the calculation of any storm-water fee.

b. Billings for storm-water fees shall consist of a line item identified as a storm-water fee imposed by the City on the County's tax bills, and such fees shall be collected utilizing the County's due date(s). The Tax Commissioner shall disburse fees to the City on the same basis on which taxes are disbursed.

c. The Tax Commissioner shall be authorized to collect storm-water fees on behalf of the City in the same manner in which taxes are collected, as well as in the case of delinquent fees apply the same penalty and interest as delinquent taxes. Additionally, the Tax Commissioner shall issue executions, levy upon properties, and pursue collection through the Bankruptcy Courts whenever taxes and other city and county fees remain delinquent as well. In the event it becomes necessary to take such a delinquent property to tax sale, the storm-water fee shall be removed from the account, and the City shall be responsible for collecting such storm-water fee. In the event that a storm-water fee is the only unpaid amount remaining on the tax bill, the Tax Commissioner shall not

issue an execution, and the City shall be responsible for collecting such storm-water fee. The City shall provide the Tax Commissioner a temporary data file of the parcels to be billed and the fees to be assessed to those parcels for the purposes of system testing according to the schedule provided each year. The data file shall be in a format to be prescribed by the Tax Commissioner.

- d. The City shall provide the Tax Commissioner its final data file of the parcels to be billed and the fees to be assessed to those parcels by the date specified for the final file each year. The data file shall be in the same format as the test file. The Tax Commissioner shall not accept additional parcels to be billed for the tax year after acceptance of the final file for each tax year, and billing for such parcels must be achieved by means other than through County or Tax Commissioner Services.
- e. The Tax Commissioner shall determine the actual cost associated with the billing of storm-water fees on behalf of the City and shall notify the City and the County of that cost. The City shall remit the amount of the cost at the same time it provides the Tax Commissioner the millage rate, and in turn, the County shall ensure that

funding for resources necessary to bill the City's storm-water fees are immediately available to the Tax Commissioner by placing the stated amount of the cost to bill in the Tax Commissioner's Operating Budget. The payment under this provision shall be remitted to: Gwinnett County Tax Commissioner, 75 Langley Drive, Lawrenceville, Georgia 30046. In the event that the City fails to pay the County and the Tax Commissioner according to the terms set forth herein, the County shall be entitled to immediately consider the Agreement to collect storm-water fees null and void, and neither the County nor the Tax Commissioner shall be obligated in any manner whatsoever to bill and collect storm-water fees for the City as set forth herein.

- f. Neither the County nor the Tax Commissioner shall be responsible for correcting billing errors that are not caused by either the County or the Tax Commissioner. Neither the County nor the Tax Commissioner shall be responsible for the issuance of refunds of storm-water fees based upon any such billing errors, nor for credits issued by the City after the final data has been received by the Tax Commissioner.



3.

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

4.

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

5.

This Agreement shall be deemed to have been made and performed in Gwinnett County, Georgia. For purposes of venue, all suits or causes of action arising out of this Agreement shall be brought in the Courts of Gwinnett County, Georgia.

6.

This Contract shall be effective from January 1, 2017, or the date that Gwinnett County executes the Agreement, through December 31, 2020. The Agreement shall automatically renew from January 1st through December 31st of each of the following three years thereafter unless terminated by either party upon ninety (90) days written notice to the Chairman of the Gwinnett County Board of Commissioners and to the Mayor of the City of Snellville at the addresses set forth below:

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

City of Snellville  
Tom Witts, Mayor  
2342 Oak Rd.  
Snellville, GA 30078

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

7.

The Tax Commissioner is allowed by the laws of the State of Georgia to bill special assessments such as storm-water fees as a part of the tax bill. The parties agree that the section to collect ad valorem taxes is separate from the section to bill storm-water fees and therefore the parties may agree to continue the collection of ad valorem taxes without an agreement to continue the collection of storm-water fees. The parties also agree that the section to bill storm-water fees is dependant on the existence of the section to collect ad valorem taxes and therefore may not exist separately.

Furthermore, the invalidation of one or more of the provisions hereof shall not affect the validity of the remainder of this Agreement, which shall remain in full force and effect.

8.

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

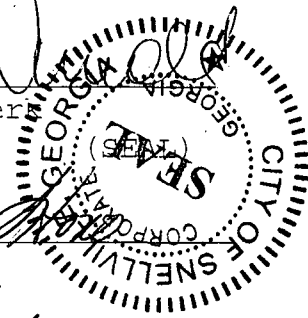
9.

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

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

ATTEST:

CITY OF SNELLVILLE

BY: Helise [Signature]  
City Clerk  


BY: [Signature]  
TOM WITTS, MAYOR

WITNESS  
[Signature]


DATE: 3/13/17

ATTEST:

GWINNETT COUNTY, GEORGIA

BY: Sina M. King  
~~DIANE KEMP~~, Tinar M. King  
County Clerk  
(SEAL)

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

WITNESS  
[Signature]  


DATE: June 1, 2017

BY: [Signature]  
Richard K. Steele  
Tax Commissioner  
Gwinnett County, Georgia

WITNESS  
[Signature]

DATE: 5-12-17

APPROVED AS TO FORM:

BY: [Signature]  
Brooke Savage  
Sr. Assistant County Attorney  
Gwinnett County, Georgia

STATE OF GEORGIA

COUNTY OF GWINNETT

AGREEMENT FOR AD VALOREM TAX AND STORM-WATER FEE  
BILLING AND COLLECTION

This Agreement is made this 22<sup>nd</sup> day of May, 2017  
by and between the CITY OF SUGAR HILL, a municipal corporation  
chartered by the State of Georgia (hereinafter the "City"),  
GWINNETT COUNTY, GEORGIA, a political subdivision of the State of  
Georgia (hereinafter the "County"), and RICHARD K. STEELE, the Tax  
Commissioner of Gwinnett County (hereinafter the "Tax  
Commissioner"), each of which has been duly authorized to enter  
into this Agreement.

WITNESSETH:

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

WHEREAS, the City has a need for the additional collection of  
storm-water fees and

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

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual promises and understandings contained herein, the parties hereto do agree and consent to the following:

1.

Effective for the 2017 tax year, the Gwinnett County Tax Commissioner shall bill all ad valorem taxes including real property and personal property within the City for and on behalf of the City.

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

executions, levying upon properties, conducting tax sales, and pursuing collection through the Bankruptcy Courts. For the purposes of this Agreement, the Tax Commissioner shall be appointed as the duly authorized agent of the City to conduct tax sales for taxes due the City.

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

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



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

2.

The Gwinnett County Tax Commissioner shall bill storm-water fees for and on behalf of the City.

a. Each year the City shall determine the parcels within the City to be billed for storm-water fees. The City shall also determine the actual fee that will appear on the tax bill for each parcel to be billed. The Tax Commissioner

shall not be responsible for the calculation of any storm-water fee.

- b. Billings for storm-water fees shall consist of a line item identified as a storm-water fee imposed by the City on the County's tax bills, and such fees shall be collected utilizing the County's due date(s). The Tax Commissioner shall disburse fees to the City on the same basis on which taxes are disbursed.
- c. The Tax Commissioner shall be authorized to collect storm-water fees on behalf of the City in the same manner in which taxes are collected, as well as in the case of delinquent fees apply the same penalty and interest as delinquent taxes. Additionally, the Tax Commissioner shall issue executions, levy upon properties, and pursue collection through the Bankruptcy Courts whenever taxes and other city and county fees remain delinquent as well. In the event it becomes necessary to take such a delinquent property to tax sale, the storm-water fee shall be removed from the account, and the City shall be responsible for collecting such storm-water fee. In the event that a storm-water fee is the only unpaid amount remaining on the tax bill, the Tax Commissioner shall not

issue an execution, and the City shall be responsible for collecting such storm-water fee. The City shall provide the Tax Commissioner a temporary data file of the parcels to be billed and the fees to be assessed to those parcels for the purposes of system testing according to the schedule provided each year. The data file shall be in a format to be prescribed by the Tax Commissioner.

- d. The City shall provide the Tax Commissioner its final data file of the parcels to be billed and the fees to be assessed to those parcels by the date specified for the final file each year. The data file shall be in the same format as the test file. The Tax Commissioner shall not accept additional parcels to be billed for the tax year after acceptance of the final file for each tax year, and billing for such parcels must be achieved by means other than through County or Tax Commissioner Services.
- e. The Tax Commissioner shall determine the actual cost associated with the billing of storm-water fees on behalf of the City and shall notify the City and the County of that cost. The City shall remit the amount of the cost at the same time it provides the Tax Commissioner the millage rate, and in turn, the County shall ensure that

funding for resources necessary to bill the City's storm-water fees are immediately available to the Tax Commissioner by placing the stated amount of the cost to bill in the Tax Commissioner's Operating Budget. The payment under this provision shall be remitted to: Gwinnett County Tax Commissioner, 75 Langley Drive, Lawrenceville, Georgia 30046. In the event that the City fails to pay the County and the Tax Commissioner according to the terms set forth herein, the County shall be entitled to immediately consider the Agreement to collect storm-water fees null and void, and neither the County nor the Tax Commissioner shall be obligated in any manner whatsoever to bill and collect storm-water fees for the City as set forth herein.

- f. Neither the County nor the Tax Commissioner shall be responsible for correcting billing errors that are not caused by either the County or the Tax Commissioner. Neither the County nor the Tax Commissioner shall be responsible for the issuance of refunds of storm-water fees based upon any such billing errors, nor for credits issued by the City after the final data has been received by the Tax Commissioner.

3.

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

4.

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

5.

This Agreement shall be deemed to have been made and performed in Gwinnett County, Georgia. For purposes of venue, all suits or causes of action arising out of this Agreement shall be brought in the Courts of Gwinnett County, Georgia.

6.

This Contract shall be effective from January 1, 2017, or the date that Gwinnett County executes the Agreement, through December 31, 2020. The Agreement shall automatically renew from January 1st through December 31st of each of the following three years thereafter unless terminated by either party upon ninety (90) days written notice to the Chairman of the Gwinnett County Board of Commissioners and to the Mayor of the City of Sugar Hill at the addresses set forth below:

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

City of Sugar Hill  
Steve Edwards, Mayor  
5039 W. Broad St.  
Sugar Hill, GA 30518

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

7.

The Tax Commissioner is allowed by the laws of the State of Georgia to bill special assessments such as storm-water fees as a part of the tax bill. The parties agree that the section to collect ad valorem taxes is separate from the section to bill storm-water fees and therefore the parties may agree to continue the collection of ad valorem taxes without an agreement to continue the collection of storm-water fees. The parties also agree that the section to bill storm-water fees is dependant on the existence of the section to collect ad valorem taxes and therefore may not exist separately.

Furthermore, the invalidation of one or more of the provisions hereof shall not affect the validity of the remainder of this Agreement, which shall remain in full force and effect.

8.

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

9.

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

if any.

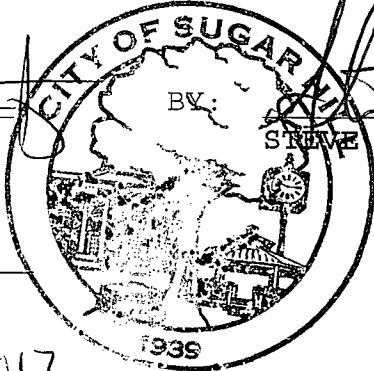
IN WITNESS WHEREOF, the parties hereto acting through their duly authorized agents have caused this Agreement to be signed.

ATTEST:

CITY OF SUGAR HILL

BY:

[Signature]  
City Clerk  
(SEAL)



BY:

[Signature]  
STEVE EDWARDS, MAYOR

WITNESS

DATE:

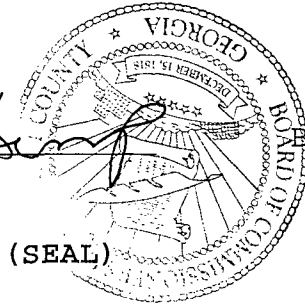
March 6, 2017

ATTEST:

GWINNETT COUNTY, GEORGIA

BY:

[Signature]  
DIANE KEMP,  
County Clerk  
(SEAL)



BY:

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

WITNESS

DATE:

May 22, 2017

BY:

[Signature]

Richard K. Steele  
Tax Commissioner  
Gwinnett County, Georgia

WITNESS

DATE:

5-12-17

APPROVED AS TO FORM:

BY:

[Signature]  
Brooke Savage  
Sr. Assistant County Attorney  
Gwinnett County, Georgia



STATE OF GEORGIA

COUNTY OF GWINNETT

AGREEMENT FOR AD VALOREM TAX BILLING AND COLLECTION

This Agreement is made this 1<sup>st</sup> day of June, 2017 by and between the CITY OF BERKELEY LAKE, a municipal corporation chartered by the State of Georgia (hereinafter the "City"), GWINNETT COUNTY, GEORGIA, a political subdivision of the State of Georgia (hereinafter the "County"), and RICHARD K. STEELE, the Tax Commissioner of Gwinnett County (hereinafter the "Tax Commissioner"), each of which has been duly authorized to enter into this Agreement.

WITNESSETH:

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

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

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

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

1.

Effective for the 2017 tax year, the Gwinnett County Tax Commissioner shall bill all ad valorem taxes including real property and personal property within the City for and on behalf of the City.

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

sales, and pursuing collection through the Bankruptcy Courts. For the purposes of this Agreement, the Tax Commissioner shall be appointed as the duly authorized agent of the City to conduct tax sales for taxes due the City.

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

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

obligated in any manner whatsoever to bill and collect ad valorem taxes for the City as set forth herein.

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

2.

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

3.

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

4.

This Agreement shall be deemed to have been made and performed in Gwinnett County, Georgia. For purposes of venue, all suits or causes of action arising out of this Agreement shall be brought in the Courts of Gwinnett County, Georgia.

5.

This Contract shall be effective from January 1, 2017, or the date that Gwinnett County executes the Agreement, through December 31, 2020. The Agreement shall automatically renew from January 1st through December 31st of each of the following three years thereafter unless terminated by either party upon ninety (90) days written notice to the Chairman of the Gwinnett County Board of

Commissioners and to the Mayor of the City of Berkeley Lake at the addresses set forth below:

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

City of Berkeley Lake  
Lois D. Salter, Mayor  
4040 S Berkeley Lake Road  
Berkeley Lake, GA 30096

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

6.

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

7.

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



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

ATTEST:

CITY OF BERKELEY LAKE

BY: [Signature]  
City Clerk  
(SEAL)

BY: [Signature]  
LOIS D. SALTER, MAYOR

[Signature]  
WITNESS

[Signature]  
RICHARD A. CARROLLS,  
CITY ATTORNEY

DATE: 3/17/2017

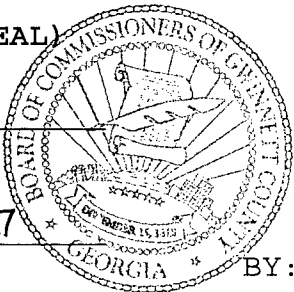
ATTEST:

GWINNETT COUNTY, GEORGIA

BY: [Signature]  
~~DIANE KEMP~~, Tina M. King  
Deputy County Clerk  
(SEAL)

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

[Signature]  
WITNESS



DATE: June 1, 2017

BY: [Signature]

RICHARD K. STEELE  
Tax Commissioner  
Gwinnett County, Georgia

[Signature]  
WITNESS

DATE: 5-2-17

APPROVED AS TO FORM:

BY: [Signature]  
BROOKE SAVAGE  
Sr. Assistant County Attorney  
Gwinnett County, Georgia

# Transportation

5/17/94  
22  
#43-0694

State of Georgia  
County of Gwinnett

SPEED HUMP AGREEMENT /CITY OF BUFORD

This agreement is made and entered into this 16 day of June 1994 by and between the City of **BUFORD** , a municipal corporation chartered by the State of Georgia and headquartered at 95 Scott St., Buford , Georgia, 30518, (hereinafter referred to as "CITY") and GWINNETT COUNTY, GEORGIA, a political subdivision of the State of Georgia headquartered at 75 Langley Drive, Lawrenceville, Georgia, 30245, (hereinafter referred to as "COUNTY") each of whom has been duly authorized to enter into this agreement.

W I T N E S S E T H

WHEREAS, the parties to this agreement are governmental units located within Gwinnett County, Georgia; and

WHEREAS, the parties hereto are interested in serving the needs of the citizens of Gwinnett County by allowing and administrating the installation of asphaltic speed humps to moderate speeds on residential streets, and

WHEREAS, the County has provided the City a copy of the Gwinnett County Speed Hump Program Manual.

NOW, THEREFORE, in consideration of the mutual promises and understandings herein made, the parties hereto do consent and agree as follows:

1.

The County will evaluate the need for speed humps as part of a residential speed control district and will plan their placement on the respective streets which are located both within the city limits of the City of **Buford** as well as within the boundaries of Unincorporated Gwinnett County. The County will prepare work orders for the contractor for the installation of speed humps. The County will monitor, inspect, and perform a final inspection of all speed hump installations, and will hold contractor responsible for all specifications indicated in the speed hump installation contract.

2.

No speed hump installation will proceed unless ALL requirements outlined in the Gwinnett County Speed Hump Program Manual are met, including successful submittance of a petition indicating seventy per cent affirmation of the speed hump program by the property owners in the residential speed control district, in addition to a resolution by the Gwinnett County Board of Commissioners. No speed hump installation will proceed on any street within the city limits of the City of **Buford** unless above listed conditions are met, along with a signed agreement between the City and the County.

3.

Pursuant to the Gwinnett County Speed Hump Policy, the County

will collect annually the sum of twelve dollars (\$12.00) from each property owner within the residential speed control district. The County will be responsible for all revenue collection and payables to contractors in regards to speed hump installation. The City of **Buford** will not be responsible for any revenue collection or disbursement of payment in relation to the installation, maintenance of administration of the speed humps or the speed hump program.

4.

Upon the need to repave the city maintained streets that feature speed humps, the City will follow its normal procedures dealing with road resurfacing except that the County will pay for, with funds collected for the speed hump program, the reinstallation of the speed humps. Pursuant to the Gwinnett County Speed Hump Program Manual, the humps will be reinstalled, to original specifications, unless seventy per cent of the property owners within the residential speed control district vote to discontinue their use.

5.

By signing this agreement, the City of **Buford** is agreeing to the speed hump layout as designed by the County, as well as the accompanying signs and striping. The humps will be constructed to the specifications as outlined in the Gwinnett County Speed Hump Program Manual.

6.

To the extent permitted by law, the City shall indemnify and hold harmless the County, its agents, inspectors, servants and

employees from and against any and all loss or damage, cost of any kind which they or either of them may suffer pay or be obligated to pay as a result of suits or claims resulting from actions by the City of **Buford** or any of its agents, servants or employees. To the extent permitted by law, the County shall indemnify and hold harmless the City, its agents, inspectors, servants and employees from and against any and all loss or damage, cost of any kind which they or any of them may suffer pay or be obligated to pay as a result of suits or claims resulting from actions by the County or any of its agents, servants or employees.

Nothing contained within this agreement shall be construed to in any way waive, restrict, or limit any privileges, protections or immunities which may exist for the City of **Buford** or Gwinnett County under the Constitution and laws of the State of Georgia.

This provision shall in no way relieve any contractor performing services of any liability or of its responsibility to perform the services set forth in this agreement in a safe and responsible manner or to complete the work in a good, substantial and workmanlike manner.

7.

This agreement constitutes the entire agreement between the parties hereto as to all matters contained herein. No other writing or oral agreement or conversation shall affect or modify any of the terms and obligations herein contained. All subsequent changes to this contract must be in writing and signed by the parties involved. This agreement is for the benefit of the parties

hereto only and is not intended to benefit any third parties or give rise to any duties or causes of action for any third parties.

8.

This contract shall be effective as soon as it is executed by all the parties hereto. This agreement shall remain in effect until cancellation is agreed to in writing by both parties.

IN WITNESS WHEREOF, the parties hereto acting through their duly authorized agents have caused this agreement to be signed, sealed and delivered, this 16 day of June, 1994.

ATTEST:

Judy Martin  
CLERK, CITY OF BUFORD

[Signature]  
MAYOR, CITY OF BUFORD

(Seal)

ATTEST:

Barbara A. Bruce  
CLERK, GWINNETT COUNTY

[Signature]  
CHAIRMAN, BOARD OF COMMISSIONERS

(Seal)

APPROVED AS TO FORM:

[Signature]  
ASSISTANT COUNTY ATTORNEY  
RF11894

hereto only and is not intended to benefit any third parties or give rise to any duties or causes of action for any third parties.

8.

This contract shall be effective as soon as it is executed by all the parties hereto. This agreement shall remain in effect until cancellation is agreed to in writing by both parties.

IN WITNESS WHEREOF, the parties hereto acting through their duly authorized agents have caused this agreement to be signed, sealed and delivered, this 16 day of June, 1994.

ATTEST:

Judy Martin  
CLERK, CITY OF BUFORD

[Signature]  
MAYOR, CITY OF BUFORD

(Seal)

ATTEST:

Barbara A. Bruce  
CLERK, GWINNETT COUNTY

[Signature]  
CHAIRMAN, BOARD OF COMMISSIONERS

(Seal)

APPROVED AS TO FORM:

[Signature]  
ASSISTANT COUNTY ATTORNEY  
RF11894



State of Georgia  
County of Gwinnett

5/17/94 (R) 11/15/94  
OCT 25 1994  
# 25-1094

SPEED HUMP AGREEMENT /CITY OF GRAYSON

This agreement is made and entered into by and between the City of **GRAYSON**, a municipal corporation chartered by the State of Georgia and headquartered at P.O. BOX 208, Grayson, Georgia, 30221, (hereinafter referred to as "CITY") and **GWINNETT COUNTY, GEORGIA**, a political subdivision of the State of Georgia headquartered at 75 Langley Drive, Lawrenceville, Georgia, 30245, (hereinafter referred to as "COUNTY") each of whom has been duly authorized to enter into this agreement.

W I T N E S S E T H

WHEREAS, the parties to this agreement are governmental units located within Gwinnett County, Georgia; and

WHEREAS, the parties hereto are interested in serving the needs of the citizens of Gwinnett County by allowing and administering the installation of asphaltic speed humps to moderate speeds on residential streets, and

WHEREAS, the County has provided the City a copy of the Gwinnett County Speed Hump Program Manual.

NOW, THEREFORE, in consideration of the mutual promises and understandings herein made, the parties hereto do consent and agree as follows:

1.

The County will evaluate the need for speed humps as part of a residential speed control district and will plan their placement on the respective streets which are located both within the city limits of the City of **Grayson** as well as within the boundaries of Unincorporated Gwinnett County. The County will prepare work orders for the contractor for the installation of speed humps. The County will monitor, inspect, and perform a final inspection of all speed hump installations, and will hold contractor responsible for all specifications indicated in the speed hump installation contract.

2.

No speed hump installation will proceed unless ALL requirements outlined in the Gwinnett County Speed Hump Program Manual are met, including successful submittance of a petition indicating seventy per cent affirmation of the speed hump program by the property owners in the residential speed control district, in addition to a resolution by the Gwinnett County Board of Commissioners. No speed hump installation will proceed on any street within the city limits of the City of **Grayson** unless above listed conditions are met, along with a signed agreement between the City and the County.

3.

Pursuant to the Gwinnett County Speed Hump Policy, the County

will collect annually the sum of twelve dollars (\$12.00) from each property owner within the residential speed control district. The County will be responsible for all revenue collection and payables to contractors in regards to speed hump installation. The City of **Grayson** will not be responsible for any revenue collection or disbursement of payment in relation to the installation, maintenance of administration of the speed humps or the speed hump program.

4.

Upon the need to repave the city maintained streets that feature speed humps, the City will follow its normal procedures dealing with road resurfacing except that the County will pay for, with funds collected for the speed hump program, the reinstallation of the speed humps. Pursuant to the Gwinnett County Speed Hump Program Manual, the humps will be reinstalled, to original specifications, unless seventy per cent of the property owners within the residential speed control district vote to discontinue their use.

5.

By signing this agreement, the City of **Grayson** is agreeing to the speed hump layout as designed by the County, as well as the accompanying signs and striping. The humps will be constructed to the specifications as outlined in the Gwinnett County Speed Hump Program Manual.

6.

To the extent permitted by law, the City shall indemnify and hold harmless the County, its agents, inspectors, servants and

employees from and against any and all loss or damage, cost of any kind which they or either of them may suffer pay or be obligated to pay as a result of suits or claims resulting from actions by the City of **Grayson** or any of its agents, servants or employees. To the extent permitted by law, the County shall indemnify and hold harmless the City, its agents, inspectors, servants and employees from and against any and all loss or damage, cost of any kind which they or any of them may suffer pay or be obligated to pay as a result of suits or claims resulting from actions by the County or any of its agents, servants or employees.

Nothing contained within this agreement shall be construed to in any way waive, restrict, or limit any privileges, protections or immunities which may exist for the City of **Grayson** or Gwinnett County under the Constitution and laws of the State of Georgia.

This provision shall in no way relieve any contractor performing services of any liability or of its responsibility to perform the services set forth in this agreement in a safe and responsible manner or to complete the work in a good, substantial and workmanlike manner.

7.

This agreement constitutes the entire agreement between the parties hereto as to all matters contained herein. No other writing or oral agreement or conversation shall affect or modify any of the terms and obligations herein contained. All subsequent changes to this contract must be in writing and signed by the parties involved. This agreement is for the benefit of the parties hereto only and is not intended to benefit any third parties or

give rise to any duties or causes of action for any third parties.

8.

This contract shall be effective as soon as it is executed by all the parties hereto. This agreement shall remain in effect until cancellation is agreed to in writing by both parties.

IN WITNESS WHEREOF, the parties hereto acting through their duly authorized agents have caused this agreement to be signed, sealed and delivered, this 1 day of August, 1994.

ATTEST:

*Annie Anderson*  
CLERK, CITY OF GRAYSON

*Ray Miller*  
MAYOR, CITY OF GRAYSON

(Seal)

ATTEST:

*Burton C. Brien*  
CLERK, GWINNETT COUNTY

*A. Wagnon*  
CHAIRMAN, BOARD OF COMMISSIONERS

(Seal)

10-20-94

APPROVED AS TO FORM:

*Karen Gilpin Thomas*  
ASSISTANT COUNTY ATTORNEY  
RF71994

give rise to any duties or causes of action for any third parties.

8.

This contract shall be effective as soon as it is executed by all the parties hereto. This agreement shall remain in effect until cancellation is agreed to in writing by both parties.

IN WITNESS WHEREOF, the parties hereto acting through their duly authorized agents have caused this agreement to be signed, sealed and delivered, this 1 day of August, 1994.

ATTEST:

*Annie Anderson*  
CLERK, CITY OF GRAYSON

*Ray Miller*  
MAYOR, CITY OF GRAYSON

(Seal)

ATTEST:

*Burton C. Brien*  
CLERK, GWINNETT COUNTY

*A. Wagnon*  
CHAIRMAN, BOARD OF COMMISSIONERS

(Seal)

10-20-94

APPROVED AS TO FORM:

*Karen Gilpin Thomas*  
ASSISTANT COUNTY ATTORNEY  
RF71994

State of Georgia  
County of Gwinnett

10/18/94

#22-1094

SPEED HUMP AGREEMENT /CITY OF LAWRENCEVILLE

This agreement is made and entered into by and between the City of **LAWRENCEVILLE**, a municipal corporation chartered by the State of Georgia and headquartered at P.O. BOX 1017, Lawrenceville, Georgia, 30249, (hereinafter referred to as "CITY") and **GWINNETT COUNTY, GEORGIA**, a political subdivision of the State of Georgia headquartered at 75 Langley Drive, Lawrenceville, Georgia, 30245, (hereinafter referred to as "COUNTY") each of whom has been duly authorized to enter into this agreement.

W I T N E S S E T H

WHEREAS, the parties to this agreement are governmental units located within Gwinnett County, Georgia; and

WHEREAS, the parties hereto are interested in serving the needs of the citizens of Gwinnett County by allowing and administrating the installation of asphaltic speed humps to moderate speeds on residential streets, and

WHEREAS, the County has provided the City a copy of the Gwinnett County Speed Hump Program Manual.

NOW, THEREFORE, in consideration of the mutual promises and understandings herein made, the parties hereto do consent and agree as follows:

1.

The County will evaluate the need for speed humps as part of a residential speed control district and will plan their placement on the respective streets which are located both within the city limits of the City of **Lawrenceville** as well as within the boundaries of Unincorporated Gwinnett County. The County will prepare work orders for the contractor for the installation of speed humps. The County will monitor, inspect, and perform a final inspection of all speed hump installations, and will hold contractor responsible for all specifications indicated in the speed hump installation contract.

2.

No speed hump installation will proceed unless ALL requirements outlined in the Gwinnett County Speed Hump Program Manual are met, including successful submittance of a petition indicating seventy per cent affirmation of the speed hump program by the property owners in the residential speed control district, in addition to a resolution by the Gwinnett County Board of Commissioners. No speed hump installation will proceed on any street within the city limits of the City of **Lawrenceville** unless above listed conditions are met, along with a signed agreement between the City and the County.

3.

Pursuant to the Gwinnett County Speed Hump Policy, the County



will collect annually the sum of twelve dollars (\$12.00) from each property owner within the residential speed control district. The County will be responsible for all revenue collection and payables to contractors in regards to speed hump installation. The City of **Lawrenceville** will not be responsible for any revenue collection or disbursement of payment in relation to the installation, maintenance of administration of the speed humps or the speed hump program.

4.

Upon the need to repave the city maintained streets that feature speed humps, the City will follow its normal procedures dealing with road resurfacing except that the County will pay for, with funds collected for the speed hump program, the reinstallation of the speed humps. Pursuant to the Gwinnett County Speed Hump Program Manual, the humps will be reinstalled, to original specifications, unless seventy per cent of the property owners within the residential speed control district vote to discontinue their use.

5.

By signing this agreement, the City of **Lawrenceville** is agreeing to the speed hump layout as designed by the County, as well as the accompanying signs and striping. The humps will be constructed to the specifications as outlined in the Gwinnett County Speed Hump Program Manual.

6.

To the extent permitted by law, the City shall indemnify and hold harmless the County, its agents, inspectors, servants and

employees from and against any and all loss or damage, cost of any kind which they or either of them may suffer pay or be obligated to pay as a result of suits or claims resulting from actions by the City of **Lawrenceville** or any of its agents, servants or employees. To the extent permitted by law, the County shall indemnify and hold harmless the City, its agents, inspectors, servants and employees from and against any and all loss or damage, cost of any kind which they or any of them may suffer pay or be obligated to pay as a result of suits or claims resulting from actions by the County or any of its agents, servants or employees.

Nothing contained within this agreement shall be construed to in any way waive, restrict, or limit any privileges, protections or immunities which may exist for the City of **Lawrenceville** or Gwinnett County under the Constitution and laws of the State of Georgia.

This provision shall in no way relieve any contractor performing services of any liability or of its responsibility to perform the services set forth in this agreement in a safe and responsible manner or to complete the work in a good, substantial and workmanlike manner.

7.

This agreement constitutes the entire agreement between the parties hereto as to all matters contained herein. No other writing or oral agreement or conversation shall affect or modify any of the terms and obligations herein contained. All subsequent changes to this contract must be in writing and signed by the parties involved. This agreement is for the benefit of the parties

hereto only and is not intended to benefit any third parties or give rise to any duties or causes of action for any third parties.

8.

This contract shall be effective as soon as it is executed by all the parties hereto. This agreement shall remain in effect until cancellation is agreed to in writing by both parties.

IN WITNESS WHEREOF, the parties hereto acting through their duly authorized agents have caused this agreement to be signed, sealed and delivered, this 1<sup>st</sup> day of August 1994.

ATTEST:

Kyle H. Barnes  
CLERK, CITY OF LAWRENCEVILLE

Bostow Jenkins  
MAYOR, CITY OF LAWRENCEVILLE  
(Seal)

ATTEST:

Barbara C. Bruce  
CLERK, GWINNETT COUNTY

J. Wayne Hill  
CHAIRMAN, BOARD OF COMMISSIONERS  
10-26-94  
(Seal)

APPROVED AS TO FORM:

Carol Swanson  
ASSISTANT COUNTY ATTORNEY  
RF71994

hereto only and is not intended to benefit any third parties or give rise to any duties or causes of action for any third parties.

8.

This contract shall be effective as soon as it is executed by all the parties hereto. This agreement shall remain in effect until cancellation is agreed to in writing by both parties.

IN WITNESS WHEREOF, the parties hereto acting through their duly authorized agents have caused this agreement to be signed, sealed and delivered, this 1<sup>st</sup> day of August 1994.

ATTEST:

Kyle H. Barnes  
CLERK, CITY OF LAWRENCEVILLE

Bostow Jenkins  
MAYOR, CITY OF LAWRENCEVILLE  
(Seal)

ATTEST:

Barbara C. Bruce  
CLERK, GWINNETT COUNTY

J. Wayne Hill  
CHAIRMAN, BOARD OF COMMISSIONERS  
10-26-94  
(Seal)

APPROVED AS TO FORM:

Carol Swanson  
ASSISTANT COUNTY ATTORNEY  
RF71994

State Of Georgia  
County of Gwinnett

**SPEED HUMP AGREEMENT/CITY OF LILBURN**

This agreement is made and entered into this 31<sup>st</sup> day of March, 2008  
~~14<sup>th</sup>~~ day of ~~January~~, 2008  
by and between the City of LILBURN, a municipal corporation chartered by  
the State of Georgia and headquartered at 76 MAIN STREET, LILBURN, GA  
(hereinafter referred to as "CITY") and GWINNETT COUNTY, Georgia, a  
political subdivision of the State of Georgia headquartered at 75 Langley Drive,  
Lawrenceville, Georgia, 30045, (hereinafter referred to as "COUNTY") each of  
whom has been duly authorized to enter into this agreement.

**WITNESSETH**

**WHEREAS, the parties to this agreement are governmental units located within  
Gwinnett County, Georgia; and**

**WHEREAS, the parties hereto are interested in serving the needs of the citizens of  
Gwinnett County by allowing and administrating the installation of asphaltic speed  
humps to moderate speeds on residential streets, and**

**WHEREAS, the County has provided the City a copy of the Gwinnett County  
Speed Hump Program Manual.**

**NOW, THEREFORE, in consideration of the mutual promises and understandings  
herein made, the parties hereto do consent and agree as follows:**

1.

The County will evaluate the need for speed humps as part of a residential speed control district and will plan their placement on the respective streets which are located both within the city limits of the City of LILBURN as well as within the boundaries of Unincorporated Gwinnett County. The County will prepare work orders for the contractor for the installation of speed humps.

The COUNTY will monitor, inspect, and perform a final inspection of all speed hump installations, and will hold contractor responsible for all specifications indicated in the speed hump installation contract.

2.

No speed hump installation will proceed unless ALL requirements outlined in the Gwinnett County Speed Hump Program Manual are met, including a successful submittal of a petition indicating seventy per cent affirmation of the speed hump program by the property owners in the residential speed control district, in addition to a resolution by the Gwinnett County Board of Commissioners. No speed hump installation will proceed on any street within the CITY limits of the City of LILBURN unless above listed conditions are met, along with a signed agreement between the city and the county.

3.

Pursuant to the Gwinnett County Speed Hump Policy, the County will collect annually the sum approved by the County (currently 12 twelve dollars (\$12.00) from each property owner within the residential speed control district. The County will be responsible for all revenue collection and payables to contractors in regards to speed hump installation. The City of LILBURN will not be responsible for any revenue collection or disbursement of payment in

**relation to the installation, maintenance or administration of the speed humps or the speed hump program.**

**4.**

**Upon the need to repave the city maintained streets that feature speed humps, the City will follow its normal procedures dealing with road resurfacing, except the overlay of the street will be feathered to within 2 feet of the existing speed hump. This is in compliance with the current COUNTY resurfacing contract, and consistent with the method used on all COUNTY-maintained streets. The CITY will be responsible for notifying the COUNTY that the road has been resurfaced, and that the pavement markings need to be inspected for visibility and reflectivity. If necessary, the COUNTY will restore the pavement markings to acceptable condition, and, will update any warning signs that need maintenance with funds collected for the speed hump program. Should the city or its contractor opt to remove the speed humps prior to resurfacing, or if the preparation and paving operations render the speed humps ineffective due to damage or changes to the configuration of the speed humps, the CITY shall be responsible for the cost of replacing or restoring the speed humps to COUNTY standards.**

**5.**

**By signing this agreement, the CITY of LILBURN is agreeing to the speed hump layout as designed by the COUNTY, as well as the accompanying signs and striping. The humps will be constructed to the specifications as outlined in the Gwinnett County Speed Hump Program Manual.**

6.

To the extent permitted by law, the CITY shall indemnify and hold harmless the COUNTY, its agents, inspectors, servants and employees from and against any and all loss or damage, cost of any kind which they or either of them may suffer pay or be obligated to pay as a result of suits or claims resulting from actions by the CITY of LILBURN or any of its agents, servants or employees. To the extent permitted by law, the COUNTY shall indemnify and hold harmless the CITY, its agents, inspectors, servants and employees from and against any and all loss or damage, cost of any kind which they or any of them may suffer pay or be obligated to pay as a result of suits or claims resulting from actions by the COUNTY or any of its agents, servants or employees.

Nothing contained within this agreement shall be construed to in any way waive, restrict, or limit any privileges, protections or immunities which may exist for the CITY of LILBURN or Gwinnett COUNTY under the Constitution and laws of the State of Georgia.

This provision shall in no way relieve any contractor performing services of any liability or of its responsibility to perform the services set forth in this agreement in a safe and responsible manner or to complete the work in a good, substantial and workmanlike manner.

7.

This agreement constitutes the entire agreement between the parties hereto as to all matters contained herein. No other writing or oral agreement or conversation shall affect or modify any of the terms and obligations herein contained. All subsequent changes to this contract must be in writing and signed by the parties involved. This agreement is for the benefit of the parties hereto only and is not intended to benefit any third parties or give rise to any duties or causes of action for any third parties.



8.

This contract shall be effective as soon as it is executed by all the parties hereto. This agreement shall remain in effect until cancellation is agreed to in writing by both parties.

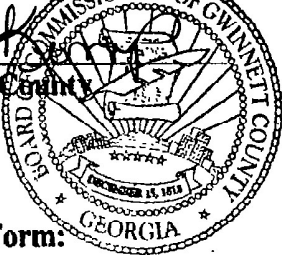
IN WITNESS WHEREOF, the parties hereto acting through their duly authorized agents have caused this agreement to be signed, sealed and delivered, this 31<sup>st</sup> day of MARCH, 2008.

ATTEST:

Kathy J. Maul  
Clerk, City of LILBURN

Diana B. Preston  
Mayor, City of LILBURN  
(Seal)

ATTEST:

Diane H. Smith  
Clerk, Gwinnett County  


Carole A. [Signature]  
Chairman, Board of Commissioners  
(Seal)

Approved as to Form:

Theranda Bush Williams  
Sr. Assistant County Attorney

State of Georgia  
County of Gwinnett

5/17/94 (R) 11/15/94  
# 24-1094

SPEED HUMP AGREEMENT /CITY OF LOGANVILLE

This agreement is made and entered into by and between the City of LOGANVILLE, a municipal corporation chartered by the State of Georgia and headquartered at P.O. BOX 39, Loganville, Georgia, 30249, (hereinafter referred to as "CITY") and GWINNETT COUNTY, GEORGIA, a political subdivision of the State of Georgia headquartered at 75 Langley Drive, Lawrenceville, Georgia, 30245, (hereinafter referred to as "COUNTY") each of whom has been duly authorized to enter into this agreement.

W I T N E S S E T H

WHEREAS, the parties to this agreement are governmental units located within Gwinnett County, Georgia; and

WHEREAS, the parties hereto are interested in serving the needs of the citizens of Gwinnett County by allowing and administrating the installation of asphaltic speed humps to moderate speeds on residential streets, and

WHEREAS, the County has provided the City a copy of the Gwinnett County Speed Hump Program Manual.

NOW, THEREFORE, in consideration of the mutual promises and understandings herein made, the parties hereto do consent and agree as follows:

1.

The County will evaluate the need for speed humps as part of a residential speed control district and will plan their placement on the respective streets which are located both within the city limits of the City of **Loganville** as well as within the boundaries of Unincorporated Gwinnett County. The County will prepare work orders for the contractor for the installation of speed humps. The County will monitor, inspect, and perform a final inspection of all speed hump installations, and will hold contractor responsible for all specifications indicated in the speed hump installation contract.

2.

No speed hump installation will proceed unless **ALL** requirements outlined in the Gwinnett County Speed Hump Program Manual are met, including successful submittance of a petition indicating seventy per cent affirmation of the speed hump program by the property owners in the residential speed control district, in addition to a resolution by the Gwinnett County Board of Commissioners. No speed hump installation will proceed on any street within the city limits of the City of **Loganville** unless above listed conditions are met, along with a signed agreement between the City and the County.

3.

Pursuant to the Gwinnett County Speed Hump Policy, the County

will collect annually the sum of twelve dollars (\$12.00) from each property owner within the residential speed control district. The County will be responsible for all revenue collection and payables to contractors in regards to speed hump installation. The City of **Loganville** will not be responsible for any revenue collection or disbursement of payment in relation to the installation, maintenance of administration of the speed humps or the speed hump program.

4.

Upon the need to repave the city maintained streets that feature speed humps, the City will follow its normal procedures dealing with road resurfacing except that the County will pay for, with funds collected for the speed hump program, the reinstallation of the speed humps. Pursuant to the Gwinnett County Speed Hump Program Manual, the humps will be reinstalled, to original specifications, unless seventy per cent of the property owners within the residential speed control district vote to discontinue their use.

5.

By signing this agreement, the City of **Loganville** is agreeing to the speed hump layout as designed by the County, as well as the accompanying signs and striping. The humps will be constructed to the specifications as outlined in the Gwinnett County Speed Hump Program Manual.

6.

To the extent permitted by law, the City shall indemnify and hold harmless the County, its agents, inspectors, servants and

employees from and against any and all loss or damage, cost of any kind which they or either of them may suffer pay or be obligated to pay as a result of suits or claims resulting from actions by the City of **Loganville** or any of its agents, servants or employees. To the extent permitted by law, the County shall indemnify and hold harmless the City, its agents, inspectors, servants and employees from and against any and all loss or damage, cost of any kind which they or any of them may suffer pay or be obligated to pay as a result of suits or claims resulting from actions by the County or any of its agents, servants or employees.

Nothing contained within this agreement shall be construed to in any way waive, restrict, or limit any privileges, protections or immunities which may exist for the City of **Loganville** or Gwinnett County under the Constitution and laws of the State of Georgia.

This provision shall in no way relieve any contractor performing services of any liability or of its responsibility to perform the services set forth in this agreement in a safe and responsible manner or to complete the work in a good, substantial and workmanlike manner.

7.

This agreement constitutes the entire agreement between the parties hereto as to all matters contained herein. No other writing or oral agreement or conversation shall affect or modify any of the terms and obligations herein contained. All subsequent changes to this contract must be in writing and signed by the parties involved. This agreement is for the benefit of the parties

hereto only and is not intended to benefit any third parties or give rise to any duties or causes of action for any third parties.

8.

This contract shall be effective as soon as it is executed by all the parties hereto. This agreement shall remain in effect until cancellation is agreed to in writing by both parties.

IN WITNESS WHEREOF, the parties hereto acting through their duly authorized agents have caused this agreement to be signed, sealed and delivered, this \_\_\_\_ day of \_\_\_\_\_, 199\_.

ATTEST:

*Michelle Deaton*  
CLERK, CITY OF LOGANVILLE

*Michael R. Jones*  
MAYOR, CITY OF LOGANVILLE  
(Seal)

ATTEST:

*Brian G. Bull*  
CLERK, GWINNETT COUNTY

*L. Wayne Hill*  
CHAIRMAN, BOARD OF COMMISSIONERS  
10-20-94 (Seal)

APPROVED AS TO FORM:

*Kara Colpin Thomas*  
ASSISTANT COUNTY ATTORNEY  
RF71994

hereto only and is not intended to benefit any third parties or give rise to any duties or causes of action for any third parties.

8.

This contract shall be effective as soon as it is executed by all the parties hereto. This agreement shall remain in effect until cancellation is agreed to in writing by both parties.

IN WITNESS WHEREOF, the parties hereto acting through their duly authorized agents have caused this agreement to be signed, sealed and delivered, this \_\_\_\_ day of \_\_\_\_\_, 199\_.

ATTEST:

Michelle Deaton  
CLERK, CITY OF LOGANVILLE

Michael R. Jones  
MAYOR, CITY OF LOGANVILLE  
(Seal)

ATTEST:

Brian G. Bull  
CLERK, GWINNETT COUNTY

L. Wayne Hill  
CHAIRMAN, BOARD OF COMMISSIONERS  
10-20-94 (Seal)

APPROVED AS TO FORM:

Kara Colpin Thomas  
ASSISTANT COUNTY ATTORNEY  
RF71994

5  
#26-1196  
**CONTRACTS**

State of Georgia

County of Gwinnett

**SPEED HUMP AGREEMENT /CITY OF SNELLVILLE**

This agreement is made and entered into by and between the City of **SNELLVILLE**, a municipal corporation chartered by the State of Georgia and headquartered at 2460-B East Main Street, Snellville, Georgia, 30278, (hereinafter referred to as "CITY") and **GWINNETT COUNTY, GEORGIA**, a political subdivision of the State of Georgia headquartered at 75 Langley Drive, Lawrenceville, Georgia, 30245, (hereinafter referred to as "COUNTY") each of whom has been duly authorized to enter into this agreement.

**WITNESSETH**

WHEREAS, the parties to this agreement are governmental units located within Gwinnett County, Georgia; and

WHEREAS, the parties hereto are interested in serving the needs of the citizens of Gwinnett County by allowing and administrating the installation of asphaltic speed humps to moderate speeds on residential streets, and



WHEREAS, the County has provided the City a copy of the Gwinnett County Speed Hump Program Manual.

NOW, THEREFORE, in consideration of the mutual promises and understandings herein made, the parties hereto do consent and agree as follows:

1.

The County will evaluate the need for speed humps as part of a residential speed control district and will plan their placement on the respective streets which are located both within the city limits of the City of **Snellville** as well as within the boundaries of Unincorporated Gwinnett County. The County will prepare work orders for the contractor for the installation of speed humps. The County will monitor, inspect, and perform a final inspection of all speed hump installations, and will hold contractor responsible for all specifications indicated in the speed hump installation contract.

2.

No speed hump installation will proceed unless ALL requirements outlined in the Gwinnett County Speed Hump Program Manual are met, including successful submittance of a petition indicating seventy per cent affirmation of the speed hump program by the property owners in the residential speed control district, in addition to a resolution by the Gwinnett County Board of Commissioners. No speed hump installation will proceed on any street within the city limits of the City of **Snellville** unless above listed conditions are met, along with a signed agreement between the City and the County.

3.

Pursuant to the Gwinnett County Speed Hump Policy, the County will collect annually the

sum of twelve dollars (\$12.00) from each property owner within the residential speed control district. The County will be responsible for all revenue collection and payables to contractors in regards to speed hump installation. The City of **Snellville** will not be responsible for any revenue collection or disbursement of payment in relation to the installation, maintenance of administration of the speed humps or the speed hump program.

4.

Upon the need to repave the city maintained streets that feature speed humps, the City will follow its normal procedures dealing with road resurfacing except that the County will pay for, with funds collected for the speed hump program, the reinstallation of the speed humps. Pursuant to the Gwinnett County Speed Hump Program Manual, the humps will be reinstalled, to original specifications, unless seventy per cent of the property owners within the residential speed control district vote to discontinue their use.

5.

By signing this agreement, the City of **Snellville** is agreeing to the speed hump layout as designed by the County, as well as the accompanying signs and striping. The humps will be constructed to the specifications as outlined in the Gwinnett County Speed Hump Program Manual.

6.

To the extent permitted by law, the City shall indemnify and hold harmless the County, its agents, inspectors, servants and employees from and against any and all loss or damage, cost of any kind which they or either of them may suffer pay or be obligated to pay as a result of suits or claims resulting from actions by the City of **Snellville** or any

of its agents, servants or employees. To the extent permitted by law, the County shall indemnify and hold harmless the City, its agents, inspectors, servants and employees from and against any and all loss or damage, cost of any kind which they or any of them may suffer pay or be obligated to pay as a result of suits or claims resulting from actions by the County or any of its agents, servants or employees.

Nothing contained within this agreement shall be construed to in any way waive, restrict, or limit any privileges, protections or immunities which may exist for the City of **Snellville** or Gwinnett County under the Constitution and laws of the State of Georgia.

This provision shall in no way relieve any contractor performing services of any liability or of its responsibility to perform the services set forth in this agreement in a safe and responsible manner or to complete the work in a good, substantial and workmanlike manner.

7.

This agreement constitutes the entire agreement between the parties hereto as to all matters contained herein. No other writing or oral agreement or conversation shall affect or modify any of the terms and obligations herein contained. All subsequent changes to this contract must be in writing and signed by the parties involved. This agreement is for the benefit of the parties hereto only and is not intended to benefit any third parties or give rise to any duties or causes of action for any third parties.

8.

This contract shall be effective as soon as it is executed by all the parties hereto. This agreement shall remain in effect until cancellation is agreed to in writing by both parties.

IN WITNESS WHEREOF, the parties hereto acting through their duly authorized agents have caused this agreement to be signed, sealed and delivered, this 23 day of

*Kylank*, 1996

ATTEST:

*Sharon Lowery*  
CLERK, CITY OF SNELLVILLE

*W. [Signature]*  
MAYOR, CITY OF SNELLVILLE  
(Seal)

ATTEST:

*Brenda Maddox*  
*Deputy* CLERK, GWINNETT COUNTY

*E. Weigert*  
CHAIRMAN, BOARD OF COMMISSIONERS  
(Seal)

APPROVED AS TO FORM:

*Karen Gelpi Thom*  
ASSISTANT COUNTY ATTORNEY  
RF71994

IN WITNESS WHEREOF, the parties hereto acting through their duly authorized agents have caused this agreement to be signed, sealed and delivered, this 23 day of

*Kylank*, 1996

ATTEST:

*Sharon Louery*  
CLERK, CITY OF SNELLVILLE

*W. [Signature]*  
MAYOR, CITY OF SNELLVILLE  
(Seal)

ATTEST:

*Brenda Maddox*  
*Deputy* CLERK, GWINNETT COUNTY

*F. Weigert*  
CHAIRMAN, BOARD OF COMMISSIONERS  
(Seal)

APPROVED AS TO FORM:

*Karen Gelpi-Thom*  
ASSISTANT COUNTY ATTORNEY  
RF71994

State Of Georgia  
County of Gwinnett

SPEED HUMP AGREEMENT/CITY OF SUGAR HILL

This agreement is made and entered into this 15<sup>th</sup> day of April, 2008  
by and between the City of Sugar Hill, a municipal corporation chartered by  
the State of Georgia and headquartered at GIAC  
(hereinafter referred to as "CITY") and GWINNETT COUNTY, Georgia, a  
political subdivision of the State of Georgia headquartered at 75 Langley Drive,  
Lawrenceville, Georgia, 30045, (hereinafter referred to as "COUNTY") each of  
whom has been duly authorized to enter into this agreement.

WITNESSETH

WHEREAS, the parties to this agreement are governmental units located within  
Gwinnett County, Georgia: and

WHEREAS, the parties hereto are interested in serving the needs of the citizens  
of Gwinnett County by allowing and administrating the installation of asphaltic  
speed humps to moderate speeds on residential streets, and

WHEREAS, the County has provided the City a copy of the Gwinnett County  
Speed Hump Program Manual.

NOW, THEREFORE, in consideration of the mutual promises and  
understandings herein made, the parties hereto do consent and agree as follows:

1.

The County will evaluate the need for speed humps as part of a residential speed control district and will plan their placement on the respective streets which are located both within the city limits of the City of Sugar Hill as well as within the boundaries of Unincorporated Gwinnett County. The County will prepare work orders for the contractor for the installation of speed humps.

The COUNTY will monitor, inspect, and perform a final inspection of all speed hump installations and will hold contractor responsible for all specifications indicated in the speed hump installation contract.

2.

No speed hump installation will proceed unless ALL requirements outlined in the Gwinnett County Speed Hump Program Manual are met, including a successful submittal of a petition indicating seventy per cent affirmation of the speed hump program by the property owners in the residential speed control district, in addition to a resolution by the Gwinnett County Board of Commissioners. No speed hump installation will proceed on any street within the CITY limits of the City of Sugar Hill unless above listed conditions are met, along with a signed agreement between the city and the county.

3.

Pursuant to the Gwinnett County Speed Hump Policy, the County will collect annually the sum approved by the County (currently 12 twelve dollars (\$12.00) from each property owner within the residential speed control district. The County will be responsible for all revenue collection and payables to contractors in regards to speed hump installation. The City of Sugar Hill will not be responsible for any revenue collection or disbursement of payment in

relation to the installation maintenance or administration of the speed humps or the speed hump program.

4.

Upon the need to repave the city maintained streets that feature speed humps, the City will follow its normal procedures dealing with road resurfacing, except the overlay of the street will be feathered to within 2 feet of the existing speed hump. This is in compliance with the current COUNTY resurfacing contract, and consistent with the method used on all COUNTY-maintained streets. The CITY will be responsible for notifying the COUNTY that the road has been resurfaced, and that the pavement markings need to be inspected for visibility and reflectivity. If necessary, the COUNTY will restore the pavement markings to acceptable condition, and, will update any warning signs that need maintenance with funds collected for the speed hump program. Should the city or its contractor opt to remove the speed humps prior to resurfacing, or if the preparation and paving operations render the speed humps ineffective due to damage or changes to the configuration of the speed humps, the CITY shall be responsible for the cost of replacing or restoring the speed humps to COUNTY standards.

5.

By signing this agreement, the CITY of Sugar Hill is agreeing to the speed hump layout as designed by the COUNTY, as well as the accompanying signs and striping. The humps will be constructed to the specifications as outlined in the Gwinnett County Speed Hump Program Manual.



6.

To the extent permitted by law, the CITY shall indemnify and hold harmless the COUNTY, its agents, inspectors, servants and employees from and against any and all loss or damage, cost of any kind which they or either of them may suffer pay or be obligated to pay as a result of suits or claims resulting from actions by the CITY of Sugar Hill or any of its agents, servants or employees. To the extent permitted by law, the COUNTY shall indemnify and hold harmless the CITY, its agents, inspectors, servants and employees from and against any and all loss or damage, cost of any kind which they or any of them may suffer pay or be obligated to pay as a result of suits or claims resulting from actions by the COUNTY or any of its agents, servants or employees.

Nothing contained within this agreement shall be construed to in any way waive, restrict, or limit any privileges, protections or immunities which may exist for the CITY of Sugar Hill or Gwinnett COUNTY under the Constitution and laws of the State of Georgia.

This provision shall in no way relieve any contractor performing services of any liability or of its responsibility to perform the services set forth in this agreement in a safe and responsible manner or to complete the work in a good, substantial and workmanlike manner.

7.

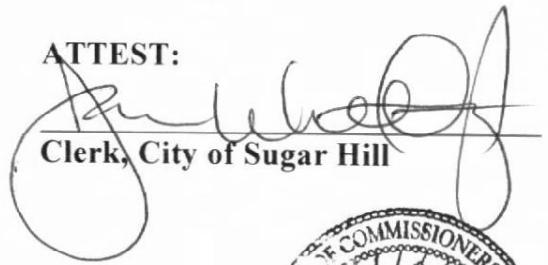
This agreement constitutes the entire agreement between the parties hereto as to all matters contained herein. No other writing or oral agreement or conversation shall affect or modify any of the terms and obligations herein contained. All subsequent changes to this contract must be in writing and signed by the parties involved. This agreement is for the benefit of the parties hereto only and is not intended to benefit any third parties or give rise to any duties or causes of action for any third parties.

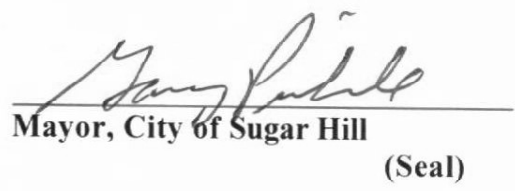
8.

This contract shall be effective as soon as it is executed by all the parties hereto. This agreement shall remain in effect until cancellation is agreed to in writing by both parties.

IN WITNESS WHEREOF the parties hereto acting through their duly authorized agents have caused this agreement to be signed, sealed and delivered, this 24th day of April 2008.

ATTEST:

  
Clerk, City of Sugar Hill

  
Mayor, City of Sugar Hill  
(Seal)

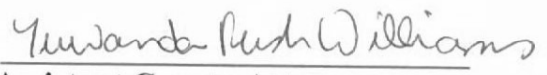
ATTEST:

  
Clerk, Gwinnett County



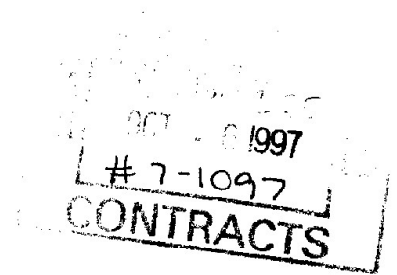
  
Chairman, Board of Commissioners  
(Seal)

Approved as to Form:

  
Sr. Assistant County Attorney

State of Georgia

County of Gwinnett



**SPEED HUMP AGREEMENT /CITY OF SUWANE**

This agreement is made and entered into by and between the City of **SUWANE**, a municipal corporation chartered by the State of Georgia and headquartered at 373 Highway 23, Suwanee, Georgia, 30024, (hereinafter referred to as "CITY") and **GWINNETT COUNTY, GEORGIA**, a political subdivision of the State of Georgia headquartered at 75 Langley Drive, Lawrenceville, Georgia, 30245, (hereinafter referred to as "COUNTY") each of whom has been duly authorized to enter into this agreement.

**WITNESSETH**

WHEREAS, the parties to this agreement are governmental units located within Gwinnett County, Georgia; and

WHEREAS, the parties hereto are interested in serving the needs of the citizens of Gwinnett County by allowing and administrating the installation of asphaltic speed humps to moderate speeds on residential streets, and

WHEREAS, the County has provided the City a copy of the Gwinnett County Speed Hump Program Manual.

NOW, THEREFORE, in consideration of the mutual promises and understandings herein made, the parties hereto do consent and agree as follows:

1.

The County will evaluate the need for speed humps as part of a residential speed control district and will plan their placement on the respective streets which are located both within the city limits of the City of **SUWANEE** as well as within the boundaries of Unincorporated Gwinnett County. The County will prepare work orders for the contractor for the installation of speed humps. The County will monitor, inspect, and perform a final inspection of all speed hump installations, and will hold contractor responsible for all specifications indicated in the speed hump installation contract.

2.

No speed hump installation will proceed unless **ALL** requirements outlined in the Gwinnett County Speed Hump Program Manual are met, including successful submittance of a petition indicating seventy per cent affirmation of the speed hump program by the property owners in the residential speed control district, in addition to a resolution by the Gwinnett County Board of Commissioners. No speed hump installation will proceed on any street within the city limits of the City of **SUWANEE** unless above listed conditions are met, along with a signed agreement between the City and the County.

3.

Pursuant to the Gwinnett County Speed Hump Policy, the County will collect annually the

sum of twelve dollars (\$12.00) from each property owner within the residential speed control district. The County will be responsible for all revenue collection and payables to contractors in regards to speed hump installation. The City of **SUWANEE** will not be responsible for any revenue collection or disbursement of payment in relation to the installation, maintenance of administration of the speed humps or the speed hump program.

4.

Upon the need to repave the city maintained streets that feature speed humps, the City will follow its normal procedures dealing with road resurfacing except that the County will pay for, with funds collected for the speed hump program, the reinstallation of the speed humps. Pursuant to the Gwinnett County Speed Hump Program Manual, the humps will be reinstalled, to original specifications, unless seventy per cent of the property owners within the residential speed control district vote to discontinue their use.

5.

By signing this agreement, the City of **SUWANEE** is agreeing to the speed hump layout as designed by the County, as well as the accompanying signs and striping. The humps will be constructed to the specifications as outlined in the Gwinnett County Speed Hump Program Manual.

6.

To the extent permitted by law, the City shall indemnify and hold harmless the County, its agents, inspectors, servants and employees from and against any and all loss or damage, cost of any kind which they or either of them may suffer pay or be obligated to pay as a result of suits or claims resulting from actions by the City of **SUWANEE** or

any of its agents, servants or employees. To the extent permitted by law, the County shall indemnify and hold harmless the City, its agents, inspectors, servants and employees from and against any and all loss or damage, cost of any kind which they or any of them may suffer pay or be obligated to pay as a result of suits or claims resulting from actions by the County or any of its agents, servants or employees.

Nothing contained within this agreement shall be construed to in any way waive, restrict, or limit any privileges, protections or immunities which may exist for the City of **SUWANEE** or Gwinnett County under the Constitution and laws of the State of Georgia.

This provision shall in no way relieve any contractor performing services of any liability or of its responsibility to perform the services set forth in this agreement in a safe and responsible manner or to complete the work in a good, substantial and workmanlike manner.

7.

This agreement constitutes the entire agreement between the parties hereto as to all matters contained herein. No other writing or oral agreement or conversation shall affect or modify any of the terms and obligations herein contained. All subsequent changes to this contract must be in writing and signed by the parties involved. This agreement is for the benefit of the parties hereto only and is not intended to benefit any third parties or give rise to any duties or causes of action for any third parties.

8.

This contract shall be effective as soon as it is executed by all the parties hereto. This agreement shall remain in effect until cancellation is agreed to in writing by both parties.

IN WITNESS WHEREOF, the parties hereto acting through their duly authorized agents have caused this agreement to be signed, sealed and delivered, this 27 day of Aug, 1997

ATTEST:

Clair H. Thompson  
CLERK, CITY OF SUWANEE

Richard A. Price  
MAYOR, CITY OF SUWANEE  
(Seal)

ATTEST:

Brenda M. Ladd  
CLERK, GWINNETT COUNTY

Deputy

J. Wayne Lee  
CHAIRMAN, BOARD OF COMMISSIONERS  
(Seal)

APPROVED AS TO FORM:

Kae Culpe Thorne  
ASSISTANT COUNTY ATTORNEY  
RF71994

IN WITNESS WHEREOF, the parties hereto acting through their duly authorized agents have caused this agreement to be signed, sealed and delivered, this 27 day of Aug, 1997

ATTEST:

Clair H. Thompson  
CLERK, CITY OF SUWANEE

Richard A. Price  
MAYOR, CITY OF SUWANEE  
(Seal)

ATTEST:

Brinda M. Ladd  
CLERK, GWINNETT COUNTY

Deputy

J. Wayne Hill  
CHAIRMAN, BOARD OF COMMISSIONERS  
(Seal)

APPROVED AS TO FORM:

Kae Culpe Thorne  
ASSISTANT COUNTY ATTORNEY  
RF71994



STATE OF GEORGIA

COUNTY OF GWINNETT

**INTERGOVERNMENTAL AGREEMENT FOR USE AND DISTRIBUTION OF  
PROCEEDS GENERATED BY THE 2013 SPECIAL PURPOSE LOCAL OPTION  
SALES TAX REFERENDUM**

THIS AGREEMENT is made and entered into this 13<sup>th</sup> day of August, 2013 by and between **GWINNETT COUNTY, GEORGIA**, a political subdivision of the State of Georgia headquartered at 75 Langley Drive, Lawrenceville, Georgia 30046 (hereinafter referred to as "**County**"); the **CITY of AUBURN**, a municipal corporation chartered by the State of Georgia and headquartered at 1369 Fourth Avenue, Auburn, Georgia (hereinafter referred to as "**Auburn**"); the **CITY OF BERKELEY LAKE**, a municipal corporation chartered by the State of Georgia and headquartered at 4040 S. Berkeley Lake Road NW, Berkeley Lake, Georgia (hereinafter referred to as "**Berkeley Lake**"); the **TOWN OF BRASELTON**, a municipal corporation chartered by the State of Georgia and headquartered at 4982 Highway 53, Braselton, Georgia (hereinafter referred to as "**Braselton**"); the **CITY OF BUFORD**, a municipal corporation chartered by the State of Georgia and headquartered at 2300 Buford Highway, Buford, Georgia (hereinafter referred to as "**Buford**"); the **CITY OF DACULA**, a municipal corporation chartered by the State of Georgia and headquartered at 442 Harbins Road, Dacula, Georgia (hereinafter referred to as "**Dacula**"); the **CITY OF DULUTH**, a municipal corporation chartered by the State of Georgia and headquartered at 3167 Main Street, Duluth, Georgia (hereinafter referred to as "**Duluth**"); the **CITY OF GRAYSON**, a municipal corporation chartered by the State of Georgia and headquartered at 475 Grayson Parkway, Grayson, Georgia (hereinafter referred to as "**Grayson**"); the **CITY OF LAWRENCEVILLE**,

a municipal corporation chartered by the State of Georgia and headquartered at 70 South Clayton Street, Lawrenceville, Georgia (hereinafter referred to as "**Lawrenceville**"); the **CITY OF LILBURN**, a municipal corporation chartered by the State of Georgia and headquartered at 76 Main Street, Lilburn, Georgia (hereinafter referred to as "**Lilburn**"); the **CITY OF LOGANVILLE**, a municipal corporation chartered by the State of Georgia and headquartered at 4385 Pecan Street, Loganville, Georgia (hereinafter referred to as "**Loganville**"); the **CITY OF NORCROSS**, a municipal corporation chartered by the State of Georgia and headquartered at 65 Lawrenceville Street, Norcross, Georgia (hereinafter referred to as "**Norcross**"); the **CITY OF PEACHTREE CORNERS**, a municipal corporation chartered by the State of Georgia and headquartered at 147 Technology Parkway, Suite 200, Peachtree Corners, Georgia (hereinafter referred to as "**Peachtree Corners**"); the **CITY OF REST HAVEN**, a municipal corporation chartered by the State of Georgia and headquartered at 428 Thunder Road, Buford, Georgia (hereinafter referred to as "**Rest Haven**"); the **CITY OF SNELLVILLE**, a municipal corporation chartered by the State of Georgia and headquartered at 2342 Oak Road, Snellville, Georgia (hereinafter referred to as "**Snellville**"); the **CITY OF SUGAR HILL**, a municipal corporation chartered by the State of Georgia and headquartered at 5039 West Broad Street, Sugar Hill, Georgia (hereinafter referred to as "**Sugar Hill**"); and the **CITY OF SUWANEE**, a municipal corporation chartered by the State of Georgia and headquartered at 330 Town Center Avenue, Suwanee, Georgia (hereinafter referred to as "**Suwanee**"); each of which has been duly authorized to enter into this Agreement.

**WITNESSETH**

**WHEREAS**, the parties to this Agreement consist of Gwinnett County and all Municipalities (hereinafter referred to as "Cities,") located wholly or partially within Gwinnett County, Georgia; and

**WHEREAS**, the parties anticipate that Gwinnett County will approve and sign a Resolution authorizing the Gwinnett County Board of Registrations and Elections to call a Referendum on the issue of the imposition of a Special Purpose Local Option Sales Tax to begin on April 1, 2014 immediately following the expiration of the Special Purpose Local Option Sales Tax presently in effect in Gwinnett County; and

**WHEREAS**, the law authorizing the call of a Referendum on the issue of the imposition of a Special Purpose Local Option Sales Tax was amended during the 2004 Legislative Session of the Georgia General Assembly; and

**WHEREAS**, Official Code of Georgia Annotated Section 48-8-115 now authorizes the execution of an Intergovernmental Agreement controlling the distribution and use of Special Purpose Local Option Sales Tax proceeds by the County and one or more qualified municipalities located within the Special District containing a combined total of not less than fifty percent of the aggregate municipal population located within the Special District; and

**WHEREAS**, for the purposes of this Intergovernmental Agreement and the distribution of proceeds for the April 1, 2014 through March 31, 2017 Special Purpose Local Option Sales Tax, the Special District shall be known as the boundaries of Gwinnett County; and

**WHEREAS**, the sixteen Cities located wholly or partially within Gwinnett County have certified they are qualified municipalities based upon the Official Code of Georgia Annotated and are eligible to receive distributions of Special Local Option Sales Tax Proceeds; and

**WHEREAS**, the County and all Cities located wholly or partially within Gwinnett County have determined that it is in their best interest to enter into an Intergovernmental Agreement authorized by Official Code of Georgia Annotated Sections 48-8-110 and 48-8-115; and

**WHEREAS**, the parties hereto are interested in serving the needs of the residents of Gwinnett County by planning and performing capital outlay projects within the County and Cities which are parties to this Agreement; and

**WHEREAS**, the parties intend that the capital outlay projects which are the subject of this Agreement shall benefit residents of Gwinnett County and all of its Cities; and

**WHEREAS**, capital outlay projects funded from past Special Purpose Local Option Sales Tax proceeds have benefited residents of Gwinnett County and all of its Cities, and

**WHEREAS**, past Special Purpose Local Option Sales Tax proceeds have allowed Gwinnett County to purchase an unprecedented number of acres of land for parks and greenspace; and

**WHEREAS**, past Special Purpose Local Option Sales Tax proceeds have funded new libraries, public safety facilities, and road improvements to serve the needs of the County's residents and businesses; and

**WHEREAS**, the County and all Cities located within Gwinnett County have worked together to improve the County's infrastructure as a result of the collection of past Special Purpose Local Option Sales Tax proceeds; and

**WHEREAS**, the County and all its Cities have identified capital needs that are important to the current and future well-being of their residents and have determined that proceeds from the Special Purpose Local Option Sales Tax should be used to address a portion of these needs;

**NOW, THEREFORE**, in consideration of the mutual promises and understandings herein made and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do consent and agree as follows:

1.

This Intergovernmental Agreement is approved prior to the issuance of the call of the Referendum and prior to the vote of the Gwinnett County Board of Commissioners to impose a Special Purpose Local option Sales Tax which Tax will commence on April 1, 2014 and continue through and including March 31, 2017 (hereinafter the "Special Purpose Local Option Sales Tax") pursuant to Official Code of Georgia Annotated § 48-8-110, et seq.

2.

Pursuant to Official Code of Georgia Annotated § 48-8-115, one percent (1.0%) of the amount of Special Purpose Local Option Sales Tax proceeds collected beginning April 1, 2014 shall be paid into the General Fund of the State of Georgia Treasury in order to defray the costs of administration.

3.

The remaining ninety-nine percent (99.0%) of the amount collected from the Special Purpose Local Option Sales Tax proceeds (hereinafter known as the "net proceeds") collected beginning April 1, 2014 and ending March 31, 2017 shall be distributed by the State of Georgia to the Gwinnett County Board of Commissioners for distribution as follows:

(A) To facilitate the distribution of net proceeds, the parties agree that the sum of four-hundred ninety-eight million dollars (\$498,000,000.00) shall represent an estimate of the proceeds to be derived from the subject Special Purpose Local Option Sales Tax during its three-year term.

(B) The parties agree that there shall be no Level I or Level II County-Wide Projects as defined by the Act for the Special Purpose Local Option Sales Tax covered by this Agreement.

(C) The parties agree that the aggregated total distribution received by the Cities shall amount to twenty-one and one-tenth percent (21.10%) of the net proceeds distributed by the State, with the remaining seventy-eight and nine-tenths percent (78.90%) of the net proceeds to be received by the County.

(D) An amount representing sixty-five percent (65.0%) of the net proceeds of the subject Special Purpose Local Option Sales Tax shall be allocated between the County and the Cities proportionally on the basis of estimated lane miles of road network. As a result, an amount equal to eighty-one percent (81.0%) of the sixty-five percent (65.0%) portion shall be allocated to the County, with the remaining nineteen percent (19.0%) being allocated to the Cities on an aggregate basis. The Cities have agreed that their portion of these proceeds shall be allocated among themselves on the basis of the ratio that the population each City bears to the total population of all incorporated areas within Gwinnett County. For purposes of calculating the distribution share for each City, population figures from the Population Table listed in Section 3(E) below shall be utilized.

(E) An amount representing the remaining thirty-five percent (35.0%) of the net proceeds of the subject Special Purpose Local Option Sales Tax, shall be allocated on the basis of the portion of the total population of Gwinnett County that resides in each jurisdiction. For the County, its portion shall be assumed to be based on the population of the unincorporated area of the County. The share of the thirty-five percent (35.0%) of net proceeds to be allocated to each jurisdiction shall be based on the percentages shown in the table below.

POPULATION TABLE

City of Auburn	219	0.02595%
City of Berkeley Lake	2,064	0.24512%
Town of Braselton	3,109	0.36917%
City of Buford	11,898	1.41298%
City of Dacula	4,645	0.55158%
City of Duluth	28,972	3.44062%
City of Grayson	2,788	0.33105%
City of Lawrenceville	29,848	3.54467%
City of Lilburn	13,443	1.59651%
City of Loganville	2,587	0.30721%
City of Norcross	15,712	1.86596%
City of Peachtree Corners	39,860	4.73376%
City of Rest Haven	33	0.00398%
City of Snellville	19,074	2.26518%
City of Sugar Hill	19,426	2.30703%
City of Suwanee	16,055	1.90669%
Gwinnett County	632,313	75.09254%
Total	842,046	100.00000%

(F) The percentage of total net proceeds calculated for each City based on the combination of (D) and (E) above shall be adjusted proportionally, if necessary, to ensure that

the Cities on an aggregate basis receive the full twenty-one and one-tenth percent (21.10%) of net proceeds distributed by the State, as agreed to by the parties.

(G) Based upon above provisions, the net proceeds of the Special Purpose Local Option Sales Tax which the County receives on a monthly basis from the State shall be distributed to the Cities and the County in such a way that each jurisdiction receives an amount equal to the percentage shown for it in the table below:

DISTRIBUTION OF NET PROCEEDS TABLE

Auburn	0.02201%
Berkeley Lake	0.20765%
Braselton	0.31276%
Buford	1.19699%
Dacula	0.46729%
Duluth	2.91469%
Grayson	0.28047%
Lawrenceville	3.00283%
Lilburn	1.35244%
Loganville	0.26026%
Norcross	1.58070%
Peachtree Corners	4.01010%
Rest Haven	0.00334%
Snellville	1.91892%
Sugar Hill	1.95435%



Suwanee	1.61521%
Subtotal – Cities	21.1000%
Gwinnett County (Unincorporated)	78.9000%
Grand Total	100.0000%

(H) No projects will be given preference in the funding and distribution process in such a way that the monthly distribution formula is affected.

(I) Should any City cease to exist as a legal entity prior to all funds being distributed under this Agreement, such City's share of the funds subsequent to dissolution shall be paid to the County as part of the County's share unless an act of the Georgia Legislature makes all of the defunct City part of another successor City. If such an act is passed, the defunct City's remaining share shall be paid in addition to all other funds to which such successor City would otherwise be entitled.

(J) The County will pay the funds described herein to each City, based upon the actual net proceeds received and the percentages outlined above, within thirty (30) days after funds have been received from the State.

4.

(A) In recognition of the need for transportation improvements across the County and its Cities, the parties agree that a minimum of sixty-five percent (65.0%) of their respective shares of the total net proceeds shall be utilized for transportation projects. In the case of the Cities, it is sufficient for them to reach the sixty-five percent (65.0%) threshold on an aggregate basis.

(B) To further provide for transportation improvements and encourage partnership projects between the County and the Cities, the County agrees to set aside the sum of twenty-five million dollars (\$25,000,000.00) from its allocated share of the estimated net proceeds for the purpose of funding transportation projects jointly with the Cities. Of these County funds for joint transportation projects, ten percent (10.0%) shall be reserved for Gwinnett Cities having a population of less than 5,000 Gwinnett residents. The joint transportation funds will be utilized in accordance with eligibility and selection criteria jointly defined by the County and the Cities. Cities will submit proposed projects to the County for review and recommendation by the County's Citizens Project Selection Committee, based on the criteria defined by the County and the Cities. The use of the funds will be approved by Gwinnett County, based upon the recommendation from the County's Citizens Project Selection Committee. Each sponsoring City shall provide at least nineteen percent (19.0%) matching funds from its own sources for its projects which are approved pursuant to this paragraph. Separate IGAs, which control the specific provisions and funding arrangements for each of these joint projects, shall be executed between the County and each respective individual City. Cities shall have until December 31, 2014 to enter agreements with the County for allocation of the joint transportation funds.

5.

The capital outlay projects to be funded from the proceeds of the Special Purpose Local Option Sales Tax pursuant to this Agreement and the estimated dollar amounts allocated for each project category are as follows:

<b><u>Gwinnett County</u></b>	Estimated Total	\$392,922,000
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Library Relocation & Renovation	\$ 11,788,000
Public Safety Facilities & Equipment	\$ 70,726,000
Recreational Facilities & Equipment	\$ 29,469,000
Senior Service Facilities	\$ 5,894,000
Transportation (roads, streets, bridges, drainage, sidewalks and related facilities & equipment)	\$275,045,000

<b><u>City of Auburn</u></b>	Estimated Total	\$ 109,619
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Public Safety Facilities & Equipment	\$ 54,809
Transportation (roads, streets, bridges, drainage, sidewalks and related facilities & equipment)	\$ 54,810

<b><u>City of Berkeley Lake</u></b>	Estimated Total	\$ 1,034,088
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Administrative Facilities	\$ 170,625
Transportation (roads, streets, bridges, drainage, sidewalks and related facilities & equipment)	\$ 863,463

<b><u>Town of Braselton</u></b>	Estimated Total	\$ 1,557,551
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Transportation (roads, streets, bridges, drainage, sidewalks and related facilities & equipment)	\$ 389,388
Water & Sewer Capital Improvements	\$ 1,168,163

**City of Buford** Estimated Total \$ 5,960,995

Recreational Facilities & Equipment \$ 4,172,696

Transportation (roads, streets, bridges,  
drainage, sidewalks and related facilities  
& equipment) \$ 1,788,299

**City of Dacula** Estimated Total \$ 2,327,096

Administrative Facilities \$ 614,353

Public Safety Facilities & Equipment \$ 46,542

Recreational Facilities & Equipment \$ 30,252

Transportation (roads, streets, bridges,  
drainage, sidewalks and related facilities  
& equipment) \$ 1,068,137

Water & Sewer Capital Improvements \$ 567,812

**City of Duluth** Estimated Total \$14,515,155

Administrative Facilities \$ 145,152

Parking Facilities \$ 3,048,184

Public Safety Facilities & Equipment \$ 725,757

Recreational Facilities & Equipment \$ 725,757

Transportation (roads, streets, bridges,  
drainage, sidewalks and related facilities  
& equipment) \$ 9,870,305

**City of Grayson** Estimated Total \$ 1,396,729

Administrative Facilities \$ 13,967  
Recreational Facilities & Equipment \$ 335,215  
Transportation (roads, streets, bridges,  
drainage, sidewalks and related facilities  
& equipment) \$ 1,047,547

**City of Lawrenceville** Estimated Total \$ 14,954,069

Recreational Facilities & Equipment \$ 1,495,407  
Transportation (roads, streets, bridges,  
drainage, sidewalks and related facilities  
& equipment) \$13,458,662

**City of Lilburn** Estimated Total \$ 6,735,138

Administrative Facilities \$ 1,347,028  
Public Safety Facilities & Equipment \$ 2,559,352  
Recreational Facilities & Equipment \$ 134,703  
Transportation (roads, streets, bridges,  
drainage, sidewalks and related facilities  
& equipment) \$ 2,694,055

**City of Loganville** Estimated Total \$ 1,296,079

Transportation (roads, streets, bridges,  
drainage, sidewalks and related facilities  
& equipment) \$ 648,040  
Water & Sewer Capital Improvements \$ 648,039

**City of Norcross** Estimated Total \$7,871,906

Administrative Facilities \$ 1,377,583  
Parking Facilities \$ 1,180,786  
Recreational Facilities & Equipment \$ 590,393  
Transportation (roads, streets, bridges,  
drainage, sidewalks and related facilities  
& equipment) \$ 4,723,144

**City of Peachtree Corners** Estimated Total \$19,970,315

Transportation (roads, streets, bridges,  
drainage, sidewalks and related facilities  
& equipment) \$19,970,315

**City of Rest Haven** Estimated Total \$ 16,640

Transportation (roads, streets, bridges,  
drainage, sidewalks and related facilities  
& equipment) \$ 16,640

**City of Snellville** Estimated Total \$ 9,556,219

Administrative Facilities \$ 449,143  
Capital Equipment for voting \$ 19,112  
Public Safety Facilities & Equipment \$ 535,148  
Recreational Facilities & Equipment \$ 2,150,149  
Transportation (roads, streets, bridges,  
drainage, sidewalks and related facilities  
& equipment) \$ 6,402,667

**City of Sugar Hill** Estimated Total \$ 9,732,656

Recreational Facilities & Equipment \$ 7,299,492

Transportation (roads, streets, bridges,  
drainage, sidewalks and related facilities  
& equipment) \$ 2,433,164

**City of Suwanee** Estimated Total \$ 8,043,745

Recreational Facilities & Equipment \$ 804,375

Transportation (roads, streets, bridges,  
drainage, sidewalks and related facilities  
& equipment) \$ 7,239,370

6.

The priority and order in which Special Purpose Local Option Sales Tax projects will be fully or partially funded is as follows: All projects shall be funded concurrently.

7.

The Special Purpose Local Option Sales Tax which is the subject of the November 5, 2013 Referendum shall continue for a period of three years from April 1, 2014 until March 31, 2017.

8.

All capital outlay projects included in this Intergovernmental Agreement shall be funded in whole or in part from proceeds from the Special Purpose Local Option Sales Tax authorized by Official Code of Georgia Annotated Sections 48-8-110, et seq. except as otherwise agreed.

9.

The net proceeds from the Special Purpose Local Option Sales Tax shall be maintained in the parties' separate accounts and utilized exclusively for the purposes specified in this Agreement. Proceeds over and above the amount estimated in the Referendum question shall be allocated in accordance with the percentages set forth in this Agreement and shall be used solely for the purposes listed herein. Each jurisdiction shall expend its portion of excess proceeds from the 2014 SPLOST Program on the categories of projects, and in the same percentages, outlined in Paragraphs 3(G) and 5 of this Agreement.

10.

The parties acknowledge that Special Local Option Sales Tax funds are not guaranteed. Proceeds under the amount estimated in the Referendum question shall be allocated in accordance with the percentages set forth in this Agreement and shall be used solely for the purposes listed herein.

11.

At the end of each party's fiscal year wherein proceeds from the Special Purpose Local Option Sales Tax are distributed, each party shall cause an audit of the distribution and use of its portion of the net proceeds from the Special Purpose Local Option Sales Tax to be completed. Each party to this Agreement shall pay the cost of each such annual audit that it conducts. Each party shall publish each of its annual audits as required by law.

12.

In addition to the audit required by paragraph 11 of this Agreement, at the end of each calendar year wherein proceeds from the Special Purpose Local Option Sales Tax are distributed,



all parties to this Agreement shall participate in a joint annual audit of the entire Special Purpose Local Option Sales Tax program approved by the voters during the November 5, 2013 Referendum. The purpose of this joint annual audit is to ensure compliance with the Resolution that resulted in the call of the Special Purpose Local Option Sales Tax Referendum. The governmental entity that receives the largest share of Special Local Option Sales Tax proceeds shall choose the auditor to conduct the annual audit, and each party to this Agreement shall pay the cost of such audit based upon such party's percentage of Special Local Option Sales Tax proceeds allocated pursuant to this Agreement.

13.

Each party to this Agreement shall maintain thorough and accurate records concerning receipt of Special Purpose Local Option Sales Tax proceeds and expenditures for each project to be undertaken by the respective City or County as described herein.

14.

Not later than December 31 of each year, each City and the County shall publish annually, in a newspaper of general circulation in the boundaries of each City and the County and in a prominent location on each City's and the County's website, a simple nontechnical report which shows the following for each project or purpose outlined in this Agreement:

- A. Current estimated cost if it is not the original estimated cost.
- B. Amounts expended in prior years.
- C. Amounts expended in the current year.
- D. Any excess proceeds which have not been expended for a project or purpose.
- E. Estimated completion date, and the actual completion cost of a project completed during the current year.

F. For road, street, and bridge purposes, such information shall be in the form of a consolidated schedule of the total original estimated cost, the total current estimated cost if it is not the original estimated cost, and the total amounts expended in prior years and the current year for all such projects and not a separate enumeration with respect to each individual road, street, or bridge project.

G. A statement of what corrective action the City or County intends to implement with respect to each project which is underfunded or behind schedule.

15.

The parties shall establish a Citizen Review Committee within ninety (90) days of the November 5, 2013 Referendum, if such Referendum is approved by the electors of Gwinnett County. The Citizen Review Committee shall receive and review periodic status reports concerning all projects to be funded from the net proceeds of the 2014 Special Purpose Local Option Sales Tax Program. The County Administrator and City Managers or City Administrators, as applicable, of the parties to this Agreement shall determine the appropriate number of members and shall establish procedures by which the Committee shall operate. The County Administrator and City Managers or City Administrators shall also determine the length of time during which the Committee shall continue to operate.

16.

This Agreement constitutes all of the understandings and agreements of whatsoever nature or kind existing between the parties with respect to distribution and use of the proceeds from the Special Purpose Local Option Sales Tax.

17.

This Agreement shall not be changed or modified except by agreement in writing executed by all parties hereto.

18.

This Agreement shall be deemed to have been made and shall be construed and interpreted in accordance with the laws of the State of Georgia.

19.

It is agreed that the illegality or invalidity of any term or clause of this Agreement shall not affect the validity of the remainder of the Agreement, and the Agreement shall remain in full force and effect as if such illegal or invalid term or clause were not contained herein.

20.

Each party to this Agreement shall comply with all applicable local, State, and Federal statutes, ordinances, rules and regulations.

21.

No consent or waiver, express or implied, by any party to this Agreement to any breach of any covenant, condition or duty of another party shall be construed as a consent to or waiver of any future breach of the same.

22.

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 Auburn:**

Mayor  
City of Auburn  
1369 Fourth Avenue  
Auburn, Georgia 30011

b. **If to the City of Berkeley Lake:**

Mayor  
City of Berkeley Lake  
4040 S. Berkeley Lake Road  
Berkeley Lake, Georgia 30096

c. **If to the Town of Braselton:**

Mayor  
Town of Braselton  
4982 Highway 53  
Braselton, Georgia 30517

d. **If to the City of Buford:**

Chairman  
City of Buford  
2300 Buford Highway  
Buford, Georgia 30518

e. **If to the City of Dacula:**

Mayor  
City of Dacula  
442 Harbins Road  
Dacula, Georgia 30019

f. **If to the City of Duluth:**

Mayor  
City of Duluth  
3167 Main Street  
Duluth, Georgia 30096

**g. If to the City of Grayson:**

Mayor  
City of Grayson  
475 Grayson Parkway  
Grayson, Georgia 30017

**h. If to the City of Lawrenceville:**

Mayor  
City of Lawrenceville  
70 South Clayton Street  
Lawrenceville, Georgia 30045

**i. If to the City of Lilburn:**

Mayor  
City of Lilburn  
76 Main Street  
Lilburn, Georgia 30047

**j. If to the City of Loganville:**

Mayor  
City of Loganville  
4385 Pecan Street  
Loganville, Georgia 30052

**k. If to the City of Norcross:**

Mayor  
City of Norcross  
65 Lawrenceville Street  
Norcross, Georgia 30071

**l. If to the City of Peachtree Corners**

Mayor  
City of Peachtree Corners  
147 Technology Parkway, Suite 200  
Peachtree Corners, Georgia 30092

m. **If to the City of Rest Haven:**

Mayor  
City of Rest Haven  
428 Thunder Road  
Buford, Georgia 30518

n. **If to the City of Snellville:**

Mayor  
City of Snellville  
2342 Oak Road  
Snellville, Georgia 30078

o. **If to the City of Sugar Hill:**

Mayor  
City of Sugar Hill  
5039 West Broad Street  
Sugar Hill, Georgia 30518

p. **If to the City of Suwanee:**

Mayor  
City of Suwanee  
330 Town Center Avenue  
Suwanee, Georgia 30024

q. **If to Gwinnett County:**

County Administrator  
Gwinnett Justice & Administration Ctr.  
75 Langley Drive  
Lawrenceville, Georgia 30045

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 a notice stating the change.

23.

This Agreement shall become effective on September 1, 2013. If the November 5, 2013 Referendum concerning the imposition of the Special Purpose Local Option Sales Tax is not approved by a majority of the voters of Gwinnett County, this Agreement shall be of no force and effect after November 5, 2013.

24.

Notwithstanding the parameters of paragraph 23, this Agreement shall continue in full force and effect until July 1st of the year following completion of the last project funded from the net proceeds from the 2014 Special Purpose Local Option Sales Tax Program.

25.

The parties agree that all appropriate public facilities and buildings constructed from the 2014 Special Purpose Local Option Sales Tax Program net proceeds shall be available at no fee to the County as polling places, if needed.

26.

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**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.

(SIGNATURE PAGES FOLLOW) (Executed in Counterparts)

ATTEST:

THE CITY OF AUBURN

BY: Joyce Brown  
JOYCE BROWN  
CITY CLERK

BY: Linda Blechinger  
LINDA BLECHINGER, MAYOR

[SEAL]

DATE: 8/13/13

APPROVED AS TO FORM:

BY: [Signature]  
ROBERT JACKSON WILSON  
WEBB, TANNER, POWELL, MERTZ & WILSON, LLP  
10 LUMPKIN STREET  
LAWRENCEVILLE, GEORGIA 30046

**INTERGOVERNMENTAL AGREEMENT FOR USE AND DISTRIBUTION OF  
PROCEEDS GENERATED BY THE 2013 SPECIAL PURPOSE LOCAL OPTION  
SALES TAX REFERENDUM**

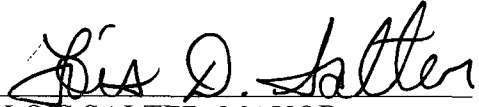
(Executed in Counterparts)



ATTEST:

THE CITY OF BERKELEY LAKE


BY:   
TOM ROZIER  
CITY ADMINISTRATOR

BY:   
LOIS SALTER, MAYOR

[SEAL]

DATE: Aug. 13, 2013

APPROVED AS TO FORM:

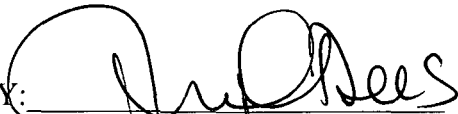
BY:   
RICHARD A. CAROTHERS  
CAROTHERS & MITCHELL, LLC  
278 WEST MAIN STREET  
BUFORD, GEORGIA 30518

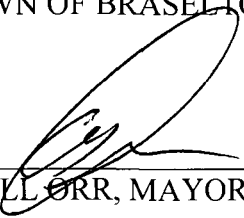
**INTERGOVERNMENTAL AGREEMENT FOR USE AND DISTRIBUTION OF  
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(Executed in Counterparts)

ATTEST:

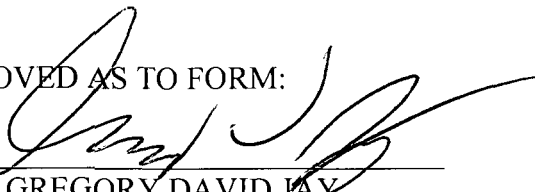
THE TOWN OF BRASELTON

BY:   
JENNIFER DEES  
TOWN MANAGER/  
CLERK

BY:   
BILL ORR, MAYOR

[SEAL]

DATE: Aug 12, 2013


APPROVED AS TO FORM:  
BY:   
GREGORY DAVID JAY  
CHANDLER, BRITT, JAY & BECK, LLC  
P. O. BOX 1749  
BUFORD, GEORGIA 30515-1749

**INTERGOVERNMENTAL AGREEMENT FOR USE AND DISTRIBUTION OF  
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SALES TAX REFERENDUM**

(Executed in Counterparts)

ATTEST:

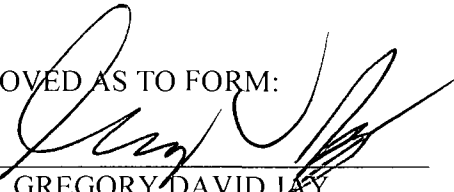
THE CITY OF BUFORD

BY:   
KIM WOLFE  
CITY CLERK

BY:   
PHILLIP BEARD  
COMMISSION CHAIRMAN

[SEAL]

DATE: 8/13/13

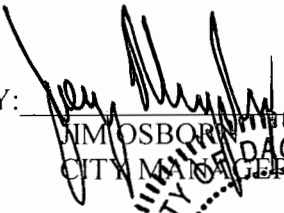
APPROVED AS TO FORM:  
BY:   
GREGORY DAVID JAY  
CHANDLER, BRITT, JAY & BECK, LLC  
P. O. BOX 1749  
BUFORD, GEORGIA 30515-1749

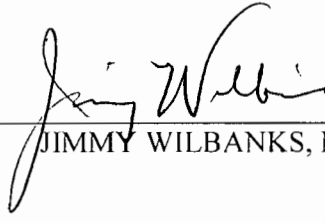
**INTERGOVERNMENTAL AGREEMENT FOR USE AND DISTRIBUTION OF  
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SALES TAX REFERENDUM**

(Executed in Counterparts)

ATTEST:

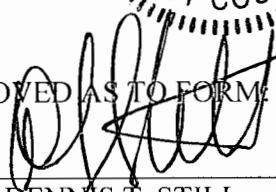
THE CITY OF DACULA

BY:   
JIM OSBORN  
CITY MANAGER

BY:   
JIMMY WILBANKS, MAYOR



DATE: 8/13/10


APPROVED AS TO FORM  
BY:   
DENNIS T. STILL  
GARNER & STILL  
250 CONSTITUTION BLVD.  
P. O. BOX 707  
LAWRENCEVILLE, GEORGIA 30046


**INTERGOVERNMENTAL AGREEMENT FOR USE AND DISTRIBUTION OF  
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SALES TAX REFERENDUM**

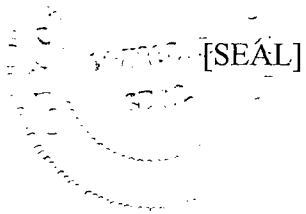
(Executed in Counterparts)

ATTEST:

THE CITY OF DULUTH

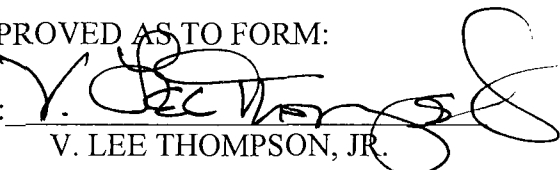
BY:   
TERESA LYNN  
CITY CLERK

BY:   
NANCY HARRIS, MAYOR



DATE: 8-13-13

APPROVED AS TO FORM:


BY:   
V. LEE THOMPSON, JR.  
THOMPSON, SWEENEY, KINSINGER &  
PEREIRA P.C.  
P.O. BOX 1250  
LAWRENCEVILLE, GA 30046-1250

**INTERGOVERNMENTAL AGREEMENT FOR USE AND DISTRIBUTION OF  
PROCEEDS GENERATED BY THE 2013 SPECIAL PURPOSE LOCAL OPTION  
SALES TAX REFERENDUM**

(Executed in Counterparts)

ATTEST:

THE CITY OF GRAYSON


BY:   
LAURA PAUL-CONE  
CITY ADMINISTRATOR/  
CITY CLERK

BY:   
JIM HINKLE, MAYOR

[SEAL]

DATE: August 13, 2013

APPROVED AS TO FORM:

BY:   
V. LEE THOMPSON, JR.  
THOMPSON, SWEENEY, KINSINGER &  
PEREIRA P.C.  
P.O. BOX 1250  
LAWRENCEVILLE, GA 30046-1250

**INTERGOVERNMENTAL AGREEMENT FOR USE AND DISTRIBUTION OF  
PROCEEDS GENERATED BY THE 2013 SPECIAL PURPOSE LOCAL OPTION  
SALES TAX REFERENDUM**

(Executed in Counterparts)

ATTEST:

THE CITY OF LAWRENCEVILLE

BY: Karen Pierce  
KAREN PIERCE

BY: Judy Jordan Johnson  
JUDY JORDAN JOHNSON, MAYOR



DATE: August 13, 2013

APPROVED AS TO FORM:

BY: V. Lee Thompson, Jr.  
V. LEE THOMPSON, JR.  
THOMPSON & SWEENEY  
P.O. BOX 1250  
LAWRENCEVILLE, GA 30046-1250

**INTERGOVERNMENTAL AGREEMENT FOR USE AND DISTRIBUTION OF  
PROCEEDS GENERATED BY THE 2013 SPECIAL PURPOSE LOCAL OPTION  
SALES TAX REFERENDUM**

(Executed in Counterparts)

ATTEST:

THE CITY OF LILBURN

BY: Melissa L. Penate  
MELISSA L. PENATE  
ACTING CITY CLERK

BY: Johnny D. Crist  
JOHNNY CRIST, MAYOR

[SEAL]

DATE: 13 August, 2013

APPROVED AS TO FORM:

BY: Richard A. Carothers  
RICHARD A. CAROTHERS  
CAROTHERS & MITCHELL, LLC  
278 WEST MAIN STREET  
BUFORD, GEORGIA 30518

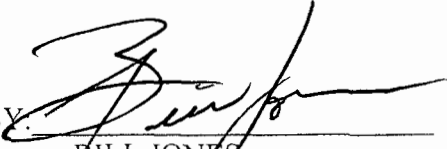
**INTERGOVERNMENTAL AGREEMENT FOR USE AND DISTRIBUTION OF  
PROCEEDS GENERATED BY THE 2013 SPECIAL PURPOSE LOCAL OPTION  
SALES TAX REFERENDUM**

(Executed in Counterparts)



ATTEST:

THE CITY OF LOGANVILLE

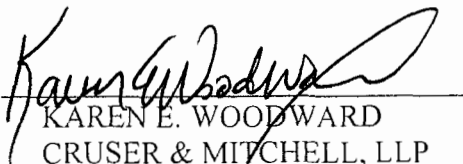
BY:   
BILL JONES  
CITY CLERK

BY:   
DANNY W. CURRY, MAYOR

[SEAL]

DATE: 8-13-13

APPROVED AS TO FORM:

BY:   
KAREN E. WOODWARD  
CRUSER & MITCHELL, LLP  
MERIDIAN, II, SUITE 2000  
275 SCIENTIFIC DRIVE  
NORCROSS, GEORGIA 30092

**INTERGOVERNMENTAL AGREEMENT FOR USE AND DISTRIBUTION OF  
PROCEEDS GENERATED BY THE 2013 SPECIAL PURPOSE LOCAL OPTION  
SALES TAX REFERENDUM**

(Executed in Counterparts)

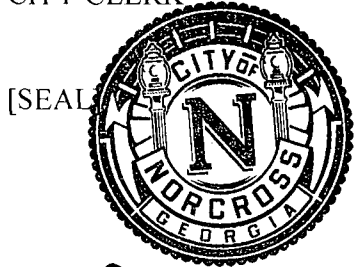
ATTEST:

THE CITY OF NORCROSS

BY: Munegue H. Lany  
SUSAN WIERZNER  
CITY CLERK

*Deputy*

BY: [Signature]  
BUCKY JOHNSON, MAYOR



DATE: 8/13/13

APPROVED AS TO FORM.

BY: [Signature]  
J. PATRICK O'BRIEN  
THOMPSON, O'BRIEN, KEMP & NASUTI, P.C.  
40 TECHNOLOGY PARKWAY SOUTH, SUITE 300  
NORCROSS, GEORGIA 30092

**INTERGOVERNMENTAL AGREEMENT FOR USE AND DISTRIBUTION OF  
PROCEEDS GENERATED BY THE 2013 SPECIAL PURPOSE LOCAL OPTION  
SALES TAX REFERENDUM**

(Executed in Counterparts)

ATTEST:

THE CITY OF PEACHTREE CORNERS

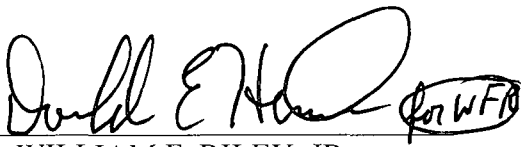
BY:   
KYM CHERECK  
CITY CLERK

BY:   
MIKE MASON, MAYOR

[SEAL]

DATE: 08/06/13

APPROVED AS TO FORM:

BY:  for WFR  
WILLIAM F. RILEY, JR.  
RILEY MCCLENDON, LLC  
315 WASHINGTON AVE.  
MARIETTA, GA 30060

**INTERGOVERNMENTAL AGREEMENT FOR USE AND DISTRIBUTION OF  
PROCEEDS GENERATED BY THE 2013 SPECIAL PURPOSE LOCAL OPTION  
SALES TAX REFERENDUM**

(Executed in Counterparts)

ATTEST:

THE CITY OF REST HAVEN

BY: Monica Jacobs  
MONICA JACOBS  
CITY CLERK

BY: Kenneth A Waycaster  
KENNETH WAYCASTER  
MAYOR

[SEAL]

DATE: 8-13-13

APPROVED AS TO FORM:

BY: Gregory David Jay  
GREGORY DAVID JAY  
CHANDLER, BRITT, JAY & BECK, LLC  
P. O. BOX 1749  
BUFORD, GEORGIA 30515-1749

**INTERGOVERNMENTAL AGREEMENT FOR USE AND DISTRIBUTION OF  
PROCEEDS GENERATED BY THE 2013 SPECIAL PURPOSE LOCAL OPTION  
SALES TAX REFERENDUM**

(Executed in Counterparts)

ATTEST:

THE CITY OF SNELLVILLE

BY: Melissa Arnold  
MELISA ARNOLD  
CITY CLERK

BY: Kelly Kautz  
KELLY KAUTZ, MAYOR

[SEAL]

DATE: 8/13/13

APPROVED AS TO FORM:

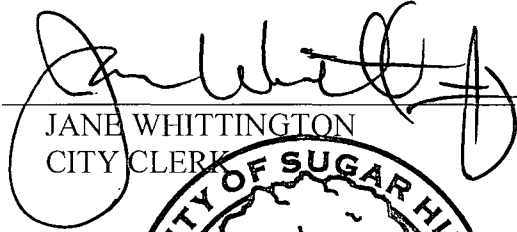
BY: Anthony O.L. Powell  
ANTHONY O.L. POWELL  
WEBB, TANNER, POWELL, MERTZ & WILSON, LLP  
10 LUMPKIN STREET  
LAWRENCEVILLE, GEORGIA 30046

**INTERGOVERNMENTAL AGREEMENT FOR USE AND DISTRIBUTION OF  
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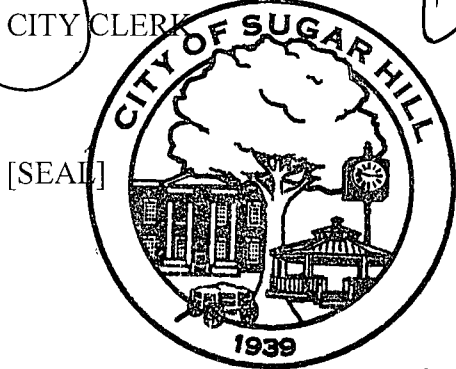
(Executed in Counterparts)

ATTEST:

THE CITY OF SUGAR HILL

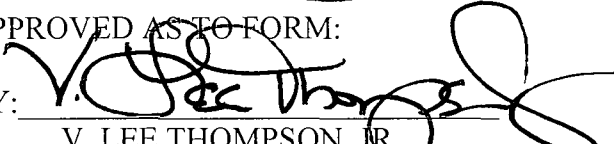
BY:   
JANE WHITTINGTON  
CITY CLERK

BY:   
GARY PIRKLE, MAYOR



DATE: August 13, 2013

APPROVED AS TO FORM:

BY:   
V. LEE THOMPSON, JR.  
THOMPSON & SWEENEY  
P.O. BOX 1250  
LAWRENCEVILLE, GA 30046-1250

**INTERGOVERNMENTAL AGREEMENT FOR USE AND DISTRIBUTION OF  
PROCEEDS GENERATED BY THE 2013 SPECIAL PURPOSE LOCAL OPTION  
SALES TAX REFERENDUM**

(Executed in Counterparts)

ATTEST:

BY: Elvira Rogers  
ELVIRA ROGERS  
CITY CLERK



THE CITY OF SUWANEE

BY: Jimmy Burnette  
JIMMY BURNETTE, MAYOR

DATE: 8/13/13

APPROVED AS TO FORM:

BY: Gregory David Jay  
GREGORY DAVID JAY  
CHANDLER, BRITT, JAY & BECK, LLC  
P. O. BOX 1749  
BUFORD, GEORGIA 30515-1749

**INTERGOVERNMENTAL AGREEMENT FOR USE AND DISTRIBUTION OF  
PROCEEDS GENERATED BY THE 2013 SPECIAL PURPOSE LOCAL OPTION  
SALES TAX REFERENDUM**

(Executed in Counterparts)

ATTEST:

GWINNETT COUNTY, GEORGIA

BY: *Diane Kemp*  
DIANE KEMP  
COUNTY CLERK

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



DATE: *August 13, 2013*

APPROVED AS TO FORM:

BY: *Van Stephens*  
VAN STEPHENS  
ACTING COUNTY ATTORNEY  
GWINNETT COUNTY DEPARTMENT OF LAW  
75 LANGLEY DRIVE  
LAWRENCEVILLE, GEORGIA 3045

**INTERGOVERNMENTAL AGREEMENT FOR USE AND DISTRIBUTION OF  
PROCEEDS GENERATED BY THE 2013 SPECIAL PURPOSE LOCAL OPTION  
SALES TAX REFERENDUM**

(Executed in Counterparts)



STATE OF GEORGIA

COUNTY OF GWINNETT

**INTERGOVERNMENTAL AGREEMENT FOR USE AND DISTRIBUTION OF  
PROCEEDS GENERATED BY THE 2016 SPECIAL PURPOSE LOCAL OPTION  
SALES TAX REFERENDUM**

**THIS AGREEMENT** is made and entered into this 19 day of July, 2016 by and between **GWINNETT COUNTY, GEORGIA**, a political subdivision of the State of Georgia headquartered at 75 Langley Drive, Lawrenceville, Georgia 30046 (hereinafter referred to as “**County**”); the **CITY of AUBURN**, a municipal corporation chartered by the State of Georgia and headquartered at 1369 Fourth Avenue, Auburn, Georgia (hereinafter referred to as “**Auburn**”); the **CITY OF BERKELEY LAKE**, a municipal corporation chartered by the State of Georgia and headquartered at 4040 S. Berkeley Lake Road NW, Berkeley Lake, Georgia (hereinafter referred to as “**Berkeley Lake**”); the **TOWN OF BRASELTON**, a municipal corporation chartered by the State of Georgia and headquartered at 4982 Highway 53, Braselton, Georgia (hereinafter referred to as “**Braselton**”); the **CITY OF BUFORD**, a municipal corporation chartered by the State of Georgia and headquartered at 2300 Buford Highway, Buford, Georgia (hereinafter referred to as “**Buford**”); the **CITY OF DACULA**, a municipal corporation chartered by the State of Georgia and headquartered at 442 Harbins Road, Dacula, Georgia (hereinafter referred to as “**Dacula**”); the **CITY OF DULUTH**, a municipal corporation chartered by the State of Georgia and headquartered at 3167 Main Street, Duluth, Georgia (hereinafter referred to as “**Duluth**”); the **CITY OF GRAYSON**, a municipal corporation chartered by the State of Georgia and headquartered at 475 Grayson Parkway, Grayson, Georgia (hereinafter referred to as “**Grayson**”); the **CITY OF LAWRENCEVILLE**, a municipal

corporation chartered by the State of Georgia and headquartered at 70 South Clayton Street, Lawrenceville, Georgia (hereinafter referred to as “**Lawrenceville**”); the **CITY OF LILBURN**, a municipal corporation chartered by the State of Georgia and headquartered at 76 Main Street, Lilburn, Georgia (hereinafter referred to as “**Lilburn**”); the **CITY OF LOGANVILLE**, a municipal corporation chartered by the State of Georgia and headquartered at 4385 Pecan Street, Loganville, Georgia (hereinafter referred to as “**Loganville**”); the **CITY OF NORCROSS**, a municipal corporation chartered by the State of Georgia and headquartered at 65 Lawrenceville Street, Norcross, Georgia (hereinafter referred to as “**Norcross**”); the **CITY OF PEACHTREE CORNERS**, a municipal corporation chartered by the State of Georgia and headquartered at 147 Technology Parkway, Suite 200, Peachtree Corners, Georgia (hereinafter referred to as “**Peachtree Corners**”); the **CITY OF REST HAVEN**, a municipal corporation chartered by the State of Georgia and headquartered at 428 Thunder Road, Buford, Georgia (hereinafter referred to as “**Rest Haven**”); the **CITY OF SNELLVILLE**, a municipal corporation chartered by the State of Georgia and headquartered at 2342 Oak Road, Snellville, Georgia (hereinafter referred to as “**Snellville**”); the **CITY OF SUGAR HILL**, a municipal corporation chartered by the State of Georgia and headquartered at 5039 West Broad Street, Sugar Hill, Georgia (hereinafter referred to as “**Sugar Hill**”); and the **CITY OF SUWANEE**, a municipal corporation chartered by the State of Georgia and headquartered at 330 Town Center Avenue, Suwanee, Georgia (hereinafter referred to as “**Suwanee**”); each of which has been duly authorized to enter into this Agreement.

**WITNESSETH**

**WHEREAS**, the parties to this Agreement consist of Gwinnett County and all Municipalities (hereinafter referred to as "Cities,") located wholly or partially within Gwinnett County, Georgia; and

**WHEREAS**, the parties anticipate that Gwinnett County will approve and sign a Resolution authorizing the Gwinnett County Board of Registrations and Elections to call a Referendum on the issue of the imposition of a Special Purpose Local Option Sales Tax to begin on April 1, 2017 immediately following the expiration of the Special Purpose Local Option Sales Tax presently in effect in Gwinnett County; and

**WHEREAS**, the law authorizing the call of a Referendum on the issue of the imposition of a Special Purpose Local Option Sales Tax was amended during the 2004 Legislative Session of the Georgia General Assembly; and

**WHEREAS**, Official Code of Georgia Annotated Section 48-8-115 now authorizes the execution of an Intergovernmental Agreement controlling the distribution and use of Special Purpose Local Option Sales Tax proceeds by the County and one or more qualified municipalities located within the Special District containing a combined total of not less than fifty percent of the aggregate municipal population located within the Special District; and

**WHEREAS**, for the purposes of this Intergovernmental Agreement and the distribution of proceeds for the April 1, 2017 through March 31, 2023 Special Purpose Local Option Sales Tax, the Special District shall be known as the boundaries of Gwinnett County; and

**WHEREAS**, the sixteen Cities located wholly or partially within Gwinnett County have certified they are qualified municipalities based upon the Official Code of Georgia Annotated and are eligible to receive distributions of Special Local Option Sales Tax Proceeds; and

**WHEREAS**, the County and all Cities located wholly or partially within Gwinnett County have determined that it is in their best interest to enter into an Intergovernmental Agreement authorized by Official Code of Georgia Annotated Sections 48-8-110 et seq.; and

**WHEREAS**, the parties hereto are interested in serving the needs of the residents of Gwinnett County by planning and performing capital outlay projects within the County and Cities which are parties to this Agreement; and

**WHEREAS**, the parties intend that the capital outlay projects which are the subject of this Agreement shall benefit residents of Gwinnett County and all of its Cities; and

**WHEREAS**, capital outlay projects funded from past Special Purpose Local Option Sales Tax proceeds have benefited residents of Gwinnett County and all of its Cities, and

**WHEREAS**, past Special Purpose Local Option Sales Tax proceeds have allowed Gwinnett County to purchase an unprecedented number of acres of land for parks and greenspace; and

**WHEREAS**, past Special Purpose Local Option Sales Tax proceeds have funded new libraries, public safety facilities, and road improvements to serve the needs of the County's residents and businesses; and

**WHEREAS**, the County and all Cities located within Gwinnett County have worked together to improve the County's infrastructure as a result of the collection of past Special Purpose Local Option Sales Tax proceeds; and

**WHEREAS**, the County and all its Cities have identified capital needs that are important to the current and future well-being of their residents and have determined that proceeds from the Special Purpose Local Option Sales Tax should be used to address a portion of these needs;

**NOW, THEREFORE,** in consideration of the mutual promises and understandings herein made and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do consent and agree as follows:

1.

This Intergovernmental Agreement is approved prior to the issuance of the call of the Referendum and prior to the vote of the Gwinnett County Board of Commissioners to impose a Special Purpose Local Option Sales Tax which Tax will commence on April 1, 2017 and continue through and including March 31, 2023 pursuant to Official Code of Georgia Annotated Sections 48-8-110 et seq.

2.

Pursuant to Official Code of Georgia Annotated § 48-8-115, one percent (1.0%) of the amount of Special Purpose Local Option Sales Tax proceeds collected beginning April 1, 2017 shall be paid into the General Fund of the State of Georgia Treasury in order to defray the costs of administration.

3.

The remaining ninety-nine percent (99.0%) of the amount collected from the Special Purpose Local Option Sales Tax proceeds (hereinafter known as the "net proceeds") collected beginning April 1, 2017 and ending March 31, 2023 shall be distributed by the State of Georgia to the Gwinnett County Board of Commissioners for distribution as follows:

(A) To facilitate the distribution of net proceeds, the parties agree that the sum of Nine Hundred Fifty Million Dollars (\$950,000,000.00) shall represent an estimate of the proceeds to be derived from the subject Special Purpose Local Option Sales Tax during its six-year term.

(B) The parties agree that there shall be no Level I or Level II County-Wide Projects as set forth in O.C.G.A. § 48-8-115 for the Special Purpose Local Option Sales Tax covered by this Agreement.

(C) The parties agree that the aggregated total distribution received by the Cities shall amount to twenty one and twenty four-hundredths percent (21.24%) of the net proceeds distributed by the State, with the remaining seventy eight and seventy six-hundredths percent (78.76%) of the net proceeds to be received by the County.

(D) An amount representing sixty percent (60%) of the net proceeds of the subject Special Purpose Local Option Sales Tax shall be allocated between the County and the Cities proportionally on the basis of estimated lane miles of road network. As a result, an amount equal to eighty one percent (81%) of the sixty percent (60%) portion shall be allocated to the County, with the remaining nineteen percent (19%) being allocated to the Cities on an aggregate basis. The Cities have agreed that their portion of these proceeds shall be allocated among themselves on the basis of the ratio that the population each City bears to the total population of all incorporated areas within Gwinnett County. For purposes of calculating the distribution share for each City, population figures from the Population Table listed in Section 3(E) below shall be utilized.

(E) An amount representing the remaining forty percent (40%) of the net proceeds of the subject Special Purpose Local Option Sales Tax, shall be allocated on the basis of the portion of the total population of Gwinnett County that resides in each jurisdiction. For the County, its portion shall be assumed to be based on the population of the unincorporated area of the County. The share of the forty percent (40%) of net proceeds to be allocated to each jurisdiction shall be based on the percentages shown in the table below.

POPULATION TABLE

City of Auburn (part)	230	0.0257%
City of Berkeley Lake	2,024	0.2259%
Town of Braselton (part)	3,831	0.4277%
City of Buford (part)	12,700	1.4177%
City of Dacula	5,330	0.5950%
City of Duluth	29,193	3.2588%
City of Grayson	3,147	0.3513%
City of Lawrenceville	30,493	3.4039%
City of Lilburn	12,655	1.4127%
City of Loganville (part)	2,732	0.3050%
City of Norcross	16,634	1.8568%
City of Peachtree Corners	40,978	4.5743%
City of Rest Haven (part)	34	0.0038%
City of Snellville	19,733	2.2028%
City of Sugar Hill	21,747	2.4276%
City of Suwanee	18,694	2.0868%
Gwinnett County	675,668	75.4242%
Total	895,823	100.00000%

(F) The percentage of total net proceeds calculated for each City based on the combination of (D) and (E) above shall be adjusted proportionally, if necessary, to ensure that the Cities on an aggregate basis receive the full twenty one and twenty four-hundredths percent (21.24%) of net proceeds distributed by the State, as agreed to by the parties.

(G) Based upon above provisions, the net proceeds of the Special Purpose Local Option Sales Tax which the County receives on a monthly basis from the State shall be distributed to the Cities and the County in such a way that each jurisdiction receives an amount equal to the percentage shown for it in the table below:

(TABLE ON FOLLOWING PAGE)



DISTRIBUTION OF NET PROCEEDS TABLE

Auburn	0.0221898%
Berkeley Lake	0.1952704%
Braselton	0.3696053%
Buford	1.2252640%
Dacula	0.5142249%
Duluth	2.8164672%
Grayson	0.3036146%
Lawrenceville	2.9418879%
Lilburn	1.2209225%
Loganville	0.2635765%
Norcross	1.6048064%
Peachtree Corners	3.9534543%
Rest Haven	0.0032802%
Snellville	1.9037901%
Sugar Hill	2.0980958%
Suwanee	1.8035501%
Subtotal – Cities	21.2400000%
Gwinnett County (Unincorporated)	78.7600000%
Grand Total	100.0000000%

(H) No projects will be given preference in the funding and distribution process in such a way that the monthly distribution formula is affected.

(I) Should any City cease to exist as a legal entity prior to all funds being distributed under this Agreement, such City's share of the funds subsequent to dissolution shall be paid to the County as part of the County's share unless an act of the Georgia Legislature makes all of the defunct City part of another successor City. If such an act is passed, the defunct City's remaining share shall be paid in addition to all other funds to which such successor City would otherwise be entitled.

(J) The County will pay the funds described herein to each City, based upon the actual net proceeds received and the percentages outlined above, within thirty (30) days after funds have been received from the State.

4.

(A) In recognition of the need for transportation improvements across the County and its Cities, the parties agree that a minimum of fifty six percent (56%) of their respective shares of the total net proceeds shall be utilized for transportation projects. In the case of the Cities, it is sufficient for them to reach the fifty six percent (56%) threshold on an aggregate basis.

(B) To further provide for transportation improvements and encourage partnership projects between the County and the Cities, the County agrees to set aside the sum of Thirty Million Three Hundred Thirty Eight Thousand Five Hundred Eighty Nine Dollars (\$30,338,589.00) from its allocated share of the estimated net proceeds for the purpose of funding transportation projects jointly with the Cities. Of these County funds for joint transportation projects, ten percent (10%) shall be reserved for Gwinnett Cities having a population of less than 6,000 Gwinnett residents. The joint transportation funds will be utilized

in accordance with eligibility and selection criteria jointly defined by the County and the Cities. Cities will submit proposed projects to the County for review and recommendation by the County's Citizens Project Selection Committee, based on the criteria defined by the County and the Cities. The use of the funds will be approved by Gwinnett County, based upon the recommendation from the County's Citizens Project Selection Committee. Each sponsoring City shall provide at least nineteen percent (19%) matching funds from its own sources for its projects which are approved pursuant to this paragraph. Separate Intergovernmental Agreements, which control the specific provisions and funding arrangements for each of these joint projects, shall be executed between the County and each respective individual City. Cities shall have until December 31, 2017 to enter agreements with the County for allocation of the joint transportation funds.

(C) To further provide for parks and recreation improvements and encourage partnership projects between the County and the Cities, the County agrees to set aside the sum of Three Million Six Hundred Sixty One Thousand Four Hundred Eleven Dollars (\$3,661,411.00) from its allocated share of the estimate net proceeds for the purpose of funding parks and recreation projects jointly with the Cities. Of these County funds for joint parks and recreation projects, ten percent (10%) shall be reserved for Gwinnett Cities having a population of less than 6,000 Gwinnett residents. The joint parks and recreation funds will be utilized in accordance with eligibility and selection criteria jointly defined by the County and the Cities. These funds may be utilized for joint projects in City parks or any public property. Cities will submit proposed projects to the County for review and recommendation by the County's Recreation Authority. Each sponsoring City shall provide at least twenty five percent (25%) matching funds from its own sources for its projects which are approved pursuant to this paragraph. Separate

Intergovernmental Agreements, which control the specific provisions and funding arrangements for each of these joint projects shall be executed between the County and each respective individual City. Cities shall have until December 31, 2017 to enter agreements with the County for allocation of the joint parks and recreation funds.

5.

The capital outlay projects to be funded from the proceeds of the Special Purpose Local Option Sales Tax pursuant to this Agreement and the estimated dollar amounts allocated for each project category are as follows:

<b><u>Gwinnett County</u></b>	Estimated Total	\$ 748,220,000
Library Relocation & Renovation	\$ 22,445,000	
Public Safety Facilities & Equipment	\$ 52,375,000	
Recreational Facilities & Equipment	\$108,492,000	
Senior Service Facilities	\$ 11,223,000	
Transportation (roads, streets, bridges, and related facilities & equipment)	\$486,345,000	
Civic Center Expansion	\$ 67,340,000	
 <b><u>City of Auburn</u></b>	Estimated Total	\$ 210,803
Transportation (roads, streets, bridges, and related facilities & equipment)	\$126,482	
Water & Sewer Capital Improvements	\$ 84,321	
 <b><u>City of Berkeley Lake</u></b>	Estimated Total	\$ 1,855,069
Administrative Facilities	\$ 259,710	
Public Safety Facilities & Equipment	\$ 64,927	
Transportation (roads, streets, bridges, and related facilities & equipment)	\$1,530,432	

<b><u>Town of Braselton</u></b>	Estimated Total	\$ 3,511,250
Transportation (roads, streets, bridges, and related facilities & equipment)	\$ 3,511,250	

<b><u>City of Buford</u></b>	Estimated Total	\$ 11,640,008
Parking Facilities	\$ 3,765,543	
Recreational Facilities & Equipment	\$ 6,932,788	
Transportation (roads, streets, bridges, and related facilities & equipment)	\$ 941,677	

<b><u>City of Dacula</u></b>	Estimated Total	\$ 4,885,137
Administrative Facilities	\$ 718,115	
Public Safety Facilities & Equipment	\$ 170,980	
Recreational Facilities & Equipment	\$ 244,145	
Transportation (roads, streets, bridges, and related facilities & equipment)	\$3,514,507	
Water & Sewer Capital Improvements	\$ 237,390	

<b><u>City of Duluth</u></b>	Estimated Total	\$ 26,756,438
Parking Facilities	\$ 4,397,227	
Public Safety Facilities & Equipment	\$ 5,042,154	
Recreational Facilities & Equipment	\$ 1,172,594	
Transportation (roads, streets, bridges, and related facilities & equipment)	\$16,144,463	

<b><u>City of Grayson</u></b>	Estimated Total	\$ 2,884,339
Recreational Facilities & Equipment	\$1,153,736	
Transportation (roads, streets, bridges, and related facilities & equipment)	\$1,730,603	

<b><u>City of Lawrenceville</u></b>	Estimated Total	\$ 27,947,935
Administrative Facilities	\$ 126,744	
Cultural Facilities	\$15,840,889	
Parking Facilities	\$ 3,907,402	
Recreational Facilities & Equipment	\$ 1,056,152	
Transportation (roads, streets, bridges, and related facilities & equipment)	\$ 7,016,748	

<b><u>City of Lilburn</u></b>	Estimated Total		\$ 11,598,764
Public Safety Facilities & Equipment		\$ 6,379,320	
Recreational Facilities & Equipment		\$ 811,914	
Transportation (roads, streets, bridges, and related facilities & equipment)		\$ 4,407,530	
<b><u>City of Loganville</u></b>	Estimated Total		\$ 2,503,977
Recreational Facilities & Equipment		\$1,196,902	
Transportation (roads, streets, bridges, and related facilities & equipment)		\$ 926,471	
Water & Sewer Capital Improvements		\$ 380,604	
<b><u>City of Norcross</u></b>	Estimated Total		\$ 15,245,661
Parking Facilities		\$ 4,573,698	
Recreational Facilities & Equipment		\$ 4,573,698	
Transportation (roads, streets, bridges, and related facilities & equipment)		\$ 6,098,265	
<b><u>City of Peachtree Corners</u></b>	Estimated Total		\$ 37,557,816
Transportation (roads, streets, bridges, and related facilities & equipment)		\$37,557,816	
<b><u>City of Rest Haven</u></b>	Estimated Total		\$ 31,162
Transportation (roads, streets, bridges, and related facilities & equipment)		\$ 31,162	
<b><u>City of Snellville</u></b>	Estimated Total		\$ 18,086,006
Administrative Facilities		\$ 108,878	
Parking Facilities		\$ 6,387,616	
Recreational Facilities & Equipment		\$ 3,011,320	
Transportation (roads, streets, bridges, and related facilities & equipment)		\$ 8,578,192	
<b><u>City of Sugar Hill</u></b>	Estimated Total		\$ 19,931,910
Cultural Facilities		\$ 1,836,249	
Recreational Facilities & Equipment		\$ 8,236,540	
Transportation (roads, streets, bridges, and related facilities & equipment)		\$ 9,859,121	

<b><u>City of Suwanee</u></b>	Estimated Total	\$ 17,133,725
Administrative Facilities	\$ 2,570,059	
Recreational Facilities & Equipment	\$ 2,570,059	
Transportation (roads, streets, bridges, and related facilities & equipment)	\$11,993,607	

6.

The priority and order in which Special Purpose Local Option Sales Tax projects will be fully or partially funded is as follows: All projects shall be funded concurrently.

7.

The Special Purpose Local Option Sales Tax which is the subject of the November 8, 2016 Referendum shall continue for a period of six years from April 1, 2017 until March 31, 2023.

8.

All capital outlay projects included in this Intergovernmental Agreement shall be funded in whole or in part from proceeds from the Special Purpose Local Option Sales Tax authorized by Official Code of Georgia Annotated Sections 48-8-110 et seq. except as otherwise agreed.

9.

The net proceeds from the Special Purpose Local Option Sales Tax shall be maintained in the parties' separate accounts and utilized exclusively for the purposes specified in this Agreement. Proceeds over and above the amount estimated in the Referendum question shall be allocated in accordance with the percentages set forth in this Agreement and shall be used solely for the purposes listed herein. Each jurisdiction shall expend its portion of excess proceeds from the 2017 SPLOST Program on the categories of projects, and in the same percentages, outlined in Paragraphs 3(G) and 5 of this Agreement.

10.

The parties acknowledge that Special Purpose Local Option Sales Tax funds are not guaranteed. Proceeds under the amount estimated in the Referendum question shall be allocated in accordance with the percentages set forth in this Agreement and shall be used solely for the purposes listed herein.

11.

At the end of each party's fiscal year wherein proceeds from the Special Purpose Local Option Sales Tax are distributed, each party shall cause an audit of the distribution and use of its portion of the net proceeds from the Special Purpose Local Option Sales Tax to be completed. Each party to this Agreement shall pay the cost of each such annual audit that it conducts. Each party shall publish each of its annual audits as required by law.

12.

In addition to the audit required by paragraph 11 of this Agreement, at the end of each calendar year wherein proceeds from the Special Purpose Local Option Sales Tax are distributed, all parties to this Agreement shall participate in a joint annual audit of the entire Special Purpose Local Option Sales Tax program approved by the voters during the November 8, 2016 Referendum. The purpose of this joint annual audit is to ensure compliance with the Resolution that resulted in the call of the Special Purpose Local Option Sales Tax Referendum. The governmental entity that receives the largest share of Special Local Option Sales Tax proceeds shall choose the auditor to conduct the annual audit, and each party to this Agreement shall pay the cost of such audit based upon such party's percentage of Special Local Option Sales Tax proceeds allocated pursuant to this Agreement.



13.

Each party to this Agreement shall maintain thorough and accurate records concerning receipt of Special Purpose Local Option Sales Tax proceeds and expenditures for each project to be undertaken by the respective City or County as described herein.

14.

Not later than December 31 of each year, each City and the County shall publish annually, in a newspaper of general circulation in the boundaries of each City and the County and in a prominent location on each City's and the County's website, a simple nontechnical report which shows the following for each project or purpose outlined in this Agreement:

- A. Current estimated cost if it is not the original estimated cost.
- B. Amounts expended in prior years.
- C. Amounts expended in the current year.
- D. Any excess proceeds which have not been expended for a project or purpose.
- E. Estimated completion date, and the actual completion cost of a project completed during the current year.
- F. For road, street, and bridge purposes, such information shall be in the form of a consolidated schedule of the total original estimated cost, the total current estimated cost if it is not the original estimated cost, and the total amounts expended in prior years and the current year for all such projects and not a separate enumeration with respect to each individual road, street, or bridge project.
- G. A statement of what corrective action the City or County intends to implement with respect to each project which is underfunded or behind schedule.

15.

The parties shall establish a Citizen Review Committee within ninety (90) days of the November 8, 2016 Referendum, if such Referendum is approved by the electors of Gwinnett County. The Citizen Review Committee shall receive and review periodic status reports concerning all projects to be funded from the net proceeds of the 2017 Special Purpose Local Option Sales Tax Program. The County Administrator and City Managers or City Administrators, as applicable, of the parties to this Agreement shall determine the appropriate number of members and shall establish procedures by which the Committee shall operate. The County Administrator and City Managers or City Administrators shall also determine the length of time during which the Committee shall continue to operate.

16.

This Agreement constitutes all of the understandings and agreements of whatsoever nature or kind existing between the parties with respect to distribution and use of the proceeds from the Special Purpose Local Option Sales Tax.

17.

This Agreement shall not be changed or modified except by agreement in writing executed by all parties hereto.

18.

This Agreement shall be deemed to have been made and shall be construed and interpreted in accordance with the laws of the State of Georgia.

19.

It is agreed that the illegality or invalidity of any term or clause of this Agreement shall not affect the validity of the remainder of the Agreement, and the Agreement shall remain in full force and effect as if such illegal or invalid term or clause were not contained herein.

20.

Each party to this Agreement shall comply with all applicable local, State, and Federal statutes, ordinances, rules and regulations.

21.

No consent or waiver, express or implied, by any party to this Agreement to any breach of any covenant, condition or duty of another party shall be construed as a consent to or waiver of any future breach of the same.

22.

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 Auburn:**

Mayor  
City of Auburn  
1369 Fourth Avenue  
Auburn, Georgia 30011

**b. If to the City of Berkeley Lake:**

Mayor  
City of Berkeley Lake  
4040 S. Berkeley Lake Road  
Berkeley Lake, Georgia 30096

**c. If to the Town of Braselton:**

Mayor  
Town of Braselton  
4982 Highway 53  
Braselton, Georgia 30517

**d. If to the City of Buford:**

Chairman  
City of Buford  
2300 Buford Highway  
Buford, Georgia 30518

**e. If to the City of Dacula:**

Mayor  
City of Dacula  
442 Harbins Road  
Dacula, Georgia 30019

**f. If to the City of Duluth:**

Mayor  
City of Duluth  
3167 Main Street  
Duluth, Georgia 30096

**g. If to the City of Grayson:**

Mayor  
City of Grayson  
475 Grayson Parkway  
Grayson, Georgia 30017

**h. If to the City of Lawrenceville:**

Mayor  
City of Lawrenceville  
70 South Clayton Street  
Lawrenceville, Georgia 30045

**i. If to the City of Lilburn:**

Mayor  
City of Lilburn  
76 Main Street  
Lilburn, Georgia 30047

**j. If to the City of Loganville:**

Mayor  
City of Loganville  
4385 Pecan Street  
Loganville, Georgia 30052

**k. If to the City of Norcross:**

Mayor  
City of Norcross  
65 Lawrenceville Street  
Norcross, Georgia 30071

**l. If to the City of Peachtree Corners**

Mayor  
City of Peachtree Corners  
147 Technology Parkway, Suite 200  
Peachtree Corners, Georgia 30092

**m. If to the City of Rest Haven:**

Mayor  
City of Rest Haven  
428 Thunder Road  
Buford, Georgia 30518

**n. If to the City of Snellville:**

Mayor  
City of Snellville  
2342 Oak Road  
Snellville, Georgia 30078

**o. If to the City of Sugar Hill:**

Mayor  
City of Sugar Hill  
5039 West Broad Street  
Sugar Hill, Georgia 30518

**p. If to the City of Suwanee:**

Mayor  
City of Suwanee  
330 Town Center Avenue  
Suwanee, Georgia 30024

**q. If to Gwinnett County:**

County Administrator  
Gwinnett Justice & Administration Ctr.  
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 a notice stating the change.

23.

This Agreement shall become effective on September 1, 2016. If the November 8, 2016 Referendum concerning the imposition of the Special Purpose Local Option Sales Tax is not approved by a majority of the voters of Gwinnett County, this Agreement shall be of no force and effect after November 8, 2016.

24.

Notwithstanding the parameters of paragraph 23, this Agreement shall continue in full force and effect until July 1st of the year following completion of the last project funded from the net proceeds from the 2017 Special Purpose Local Option Sales Tax Program.

25.

The parties agree that all appropriate public facilities and buildings constructed from the 2017 Special Purpose Local Option Sales Tax Program net proceeds shall be available at no fee to the County as polling places, if needed.

26.

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**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.

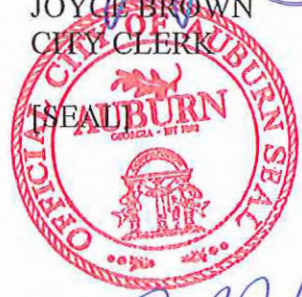
(SIGNATURE PAGES FOLLOW) (Executed in Counterparts)

ATTEST:

THE CITY OF AUBURN

BY: Joyce Brown  
JOYCE BROWN  
CITY CLERK

BY: Linda Blechinger  
LINDA BLECHINGER, MAYOR



DATE: July 7, 2016

APPROVED AS TO FORM:  
BY: [Signature]

ROBERT JACKSON WILSON  
ROBERT JACKSON WILSON, P.C.  
10 LUMPKIN STREET  
LAWRENCEVILLE, GEORGIA 30046

**INTERGOVERNMENTAL AGREEMENT FOR USE AND DISTRIBUTION OF  
PROCEEDS GENERATED BY THE 2016 SPECIAL PURPOSE LOCAL OPTION  
SALES TAX REFERENDUM**

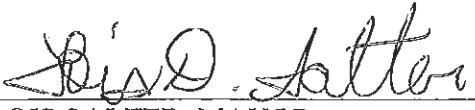
(Executed in Counterparts)



ATTEST:

THE CITY OF BERKELEY LAKE

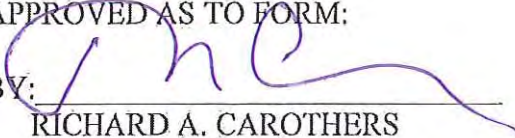
BY:   
TOM ROZIER  
CITY ADMINISTRATOR

BY:   
LOIS SALTER, MAYOR

[SEAL]

DATE: 6-16-16

APPROVED AS TO FORM:

BY:   
RICHARD A. CAROTHERS  
CAROTHERS & MITCHELL, LLC  
278 WEST MAIN STREET  
BUFORD, GEORGIA 30518

**INTERGOVERNMENTAL AGREEMENT FOR USE AND DISTRIBUTION OF  
PROCEEDS GENERATED BY THE 2016 SPECIAL PURPOSE LOCAL OPTION  
SALES TAX REFERENDUM**

(Executed in Counterparts)

ATTEST:

THE CITY OF REST HAVEN

BY: Monica Jacobs  
MONICA JACOBS  
CITY CLERK

BY: Kenneth Waycaster  
KENNETH WAYCASTER, MAYOR

[SEAL]

DATE: 6-30-16

APPROVED AS TO FORM:


BY: Gregory David Jay  
GREGORY DAVID JAY  
CHANDLER, BRITT & JAY, LLC  
P. O. BOX 1749  
BUFORD, GEORGIA 30515-1749

**INTERGOVERNMENTAL AGREEMENT FOR USE AND DISTRIBUTION OF  
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SALES TAX REFERENDUM**

(Executed in Counterparts)

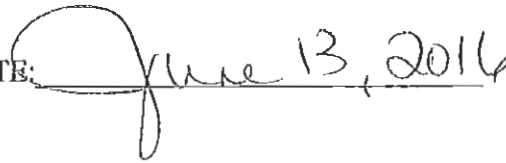
ATTEST:

THE TOWN OF BRASELTON

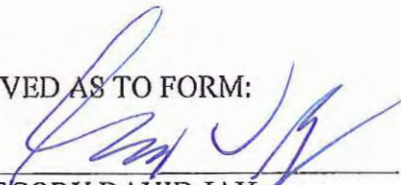
BY:   
JENNIFER DEES  
TOWN MANAGER/  
CLERK

BY:   
BILL ORR, MAYOR

[SEAL]

DATE: 

APPROVED AS TO FORM:

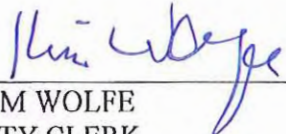
BY:   
GREGORY DAVID JAY  
CHANDLER, BRITT & JAY, LLC  
P. O. BOX 1749  
BUFORD, GEORGIA 30515-1749

**INTERGOVERNMENTAL AGREEMENT FOR USE AND DISTRIBUTION OF  
PROCEEDS GENERATED BY THE 2016 SPECIAL PURPOSE LOCAL OPTION  
SALES TAX REFERENDUM**

(Executed in Counterparts)

ATTEST:

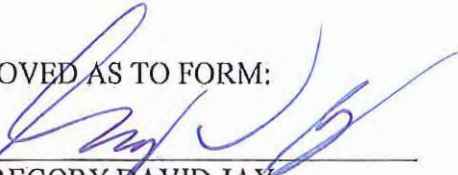
THE CITY OF BUFORD

BY:   
KIM WOLFE  
CITY CLERK

BY:   
PHILLIP BEARD  
COMMISSION CHAIRMAN

[SEAL]

DATE: 7-1-16

APPROVED AS TO FORM:  
BY:   
GREGORY DAVID JAY  
CHANDLER, BRITT & JAY, LLC  
P. O. BOX 1749  
BUFORD, GEORGIA 30515-1749

**INTERGOVERNMENTAL AGREEMENT FOR USE AND DISTRIBUTION OF  
PROCEEDS GENERATED BY THE 2016 SPECIAL PURPOSE LOCAL OPTION  
SALES TAX REFERENDUM**

(Executed in Counterparts)

ATTEST:

THE CITY OF DACULA

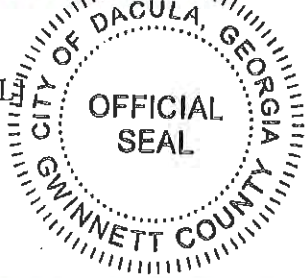
BY:

*[Signature]*  
JOEY MURPHY  
CITY ADMINISTRATOR

BY:

*[Signature]*  
JIMMY WILBANKS, MAYOR

[SEAL]



DATE: July 7, 2016

APPROVED AS TO FORM:

BY:

*[Signature]*  
DENNIS T. STILL  
GARNER & STILL  
250 CONSTITUTION BLVD.  
P. O. BOX 707  
LAWRENCEVILLE, GEORGIA 30046

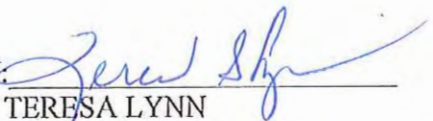
*Dennis T. Still*

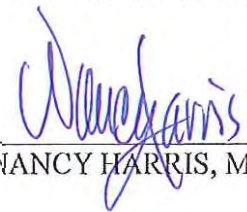
**INTERGOVERNMENTAL AGREEMENT FOR USE AND DISTRIBUTION OF  
PROCEEDS GENERATED BY THE 2016 SPECIAL PURPOSE LOCAL OPTION  
SALES TAX REFERENDUM**

(Executed in Counterparts)


ATTEST:

THE CITY OF DULUTH

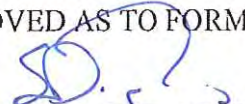
BY:   
TERESA LYNN  
CITY CLERK

BY:   
NANCY HARRIS, MAYOR

[SEAL]

DATE:   
July 11 2016

APPROVED AS TO FORM:

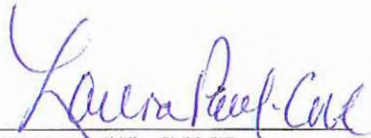
BY:   
STEPHEN D. PEREIRA  
THOMPSON, SWEENEY, KINSINGER & PEREIRA PC  
P.O. BOX 1250  
LAWRENCEVILLE, GA 30046-1250

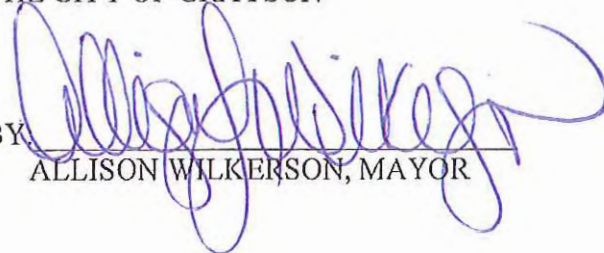
**INTERGOVERNMENTAL AGREEMENT FOR USE AND DISTRIBUTION OF  
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ATTEST:

THE CITY OF GRAYSON

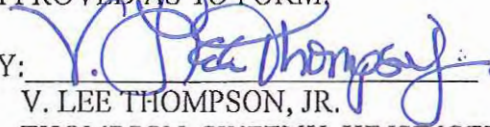
BY:   
LAURA PAUL-CONE  
CITY ADMINISTRATOR/  
CITY CLERK

BY:   
ALLISON WILKERSON, MAYOR

[SEAL]

DATE: June 20, 2016

APPROVED AS TO FORM:

BY:   
V. LEE THOMPSON, JR.  
THOMPSON, SWEENEY, KINSINGER & PEREIRA PC  
P.O. BOX 1250  
LAWRENCEVILLE, GA 30046-1250

**INTERGOVERNMENTAL AGREEMENT FOR USE AND DISTRIBUTION OF  
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ATTEST:

THE CITY OF LAWRENCEVILLE

BY: Karen Pierce  
KAREN PIERCE  
CITY CLERK

BY: Judy Jordan Johnson  
JUDY JORDAN JOHNSON, MAYOR

[SEAL



DATE: July 11, 2016

APPROVED AS TO FORM:

BY: V. Lee Thompson, Jr.  
V. LEE THOMPSON, JR.  
THOMPSON, SWEENEY, KINSINGER & PEREIRA PC  
P.O. BOX 1250  
LAWRENCEVILLE, GA 30046-1250

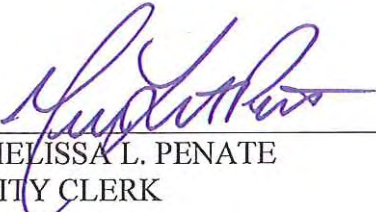
**INTERGOVERNMENTAL AGREEMENT FOR USE AND DISTRIBUTION OF  
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SALES TAX REFERENDUM**

(Executed in Counterparts)



ATTEST:


THE CITY OF LILBURN

BY:   
MELISSA L. PENATE  
CITY CLERK

BY:   
JOHNNY CRIST, MAYOR

[SEAL]

DATE: 6/14/16

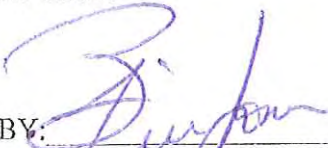
APPROVED AS TO FORM:  
  
BY: \_\_\_\_\_  
RICHARD A. CAROTHERS  
CAROTHERS & MITCHELL, LLC  
278 WEST MAIN STREET  
BUFORD, GEORGIA 30518

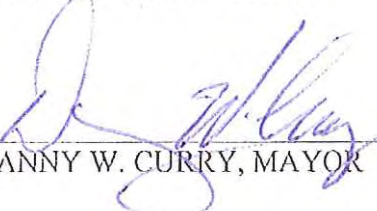
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(Executed in Counterparts)

ATTEST:

THE CITY OF LOGANVILLE

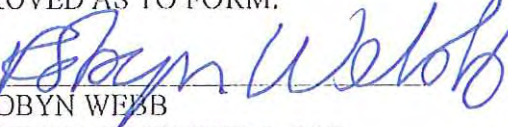
BY:   
BILL JONES  
CITY MANAGER

BY:   
DANNY W. CURRY, MAYOR

[SEAL]

DATE: 6-9-2016

APPROVED AS TO FORM:

BY:   
ROBYN WEBB  
CRUSER & MITCHELL, LLP  
MERIDIAN, II, SUITE 2000  
275 SCIENTIFIC DRIVE  
NORCROSS, GEORGIA 30092

**INTERGOVERNMENTAL AGREEMENT FOR USE AND DISTRIBUTION OF  
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ATTEST:

BY: Monique Lang  
MONIQUE LANG  
CITY CLERK

THE CITY OF NORCROSS

BY: Bucky Johnson  
BUCKY JOHNSON, MAYOR



DATE: July 6, 2016

APPROVED AS TO FORM: [Signature]

BY: [Signature]  
J. PATRICK O'BRIEN  
THOMPSON, O'BRIEN, KEMP & NASUTI, P.C.  
40 TECHNOLOGY PARKWAY SOUTH, SUITE 300  
NORCROSS, GEORGIA 30092

**INTERGOVERNMENTAL AGREEMENT FOR USE AND DISTRIBUTION OF  
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ATTEST:

THE CITY OF PEACHTREE CORNERS

BY: *Kym Chereck*  
KYM CHERECK

BY: *Mike Mason*  
MIKE MASON, MAYOR



DATE: *June 21, 2016*

APPROVED AS TO FORM:

BY: *WFR*  
WILLIAM F. RILEY, JR.  
RILEY MCCLENDON, LLC  
315 WASHINGTON AVE.  
MARIETTA, GA 30060

**INTERGOVERNMENTAL AGREEMENT FOR USE AND DISTRIBUTION OF  
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(Executed in Counterparts)

ATTEST:

THE CITY OF SNELLVILLE

BY: Melisa Arnold  
MELISA ARNOLD  
CITY CLERK

BY: Tom Witts  
TOM WITTS, MAYOR



DATE: 7/11/14

APPROVED AS TO FORM:

BY: Anthony O.L. Powell  
ANTHONY O.L. POWELL  
WEBB, TANNER & POWELL PC  
P.O. BOX 1390  
LAWRENCEVILLE, GEORGIA 30046

**INTERGOVERNMENTAL AGREEMENT FOR USE AND DISTRIBUTION OF  
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(Executed in Counterparts)

ATTEST:

THE CITY OF SUGAR HILL

BY:

  
JANE WHITTINGTON

CITY CLERK

BY:

  
STEVE EDWARDS, MAYOR

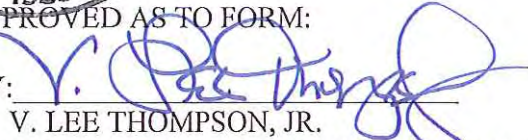


DATE:

7/11/16

APPROVED AS TO FORM:

BY:



V. LEE THOMPSON, JR.  
THOMPSON, SWEENEY, KINSINGER & PEREIRA PC  
P.O. BOX 1250  
LAWRENCEVILLE, GA 30046-1250

**INTERGOVERNMENTAL AGREEMENT FOR USE AND DISTRIBUTION OF  
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(Executed in Counterparts)

ATTEST:

THE CITY OF SUWANEE

BY: Elvira Rogers  
ELVIRA ROGERS  
CITY CLERK

BY: Jimmy M Burnette  
JIMMY BURNETTE, MAYOR



DATE: 06/21/2016

APPROVED AS TO FORM:  
BY: Gregory David Jay  
GREGORY DAVID JAY  
CHANDLER, BRITT & JAY, LLC  
P. O. BOX 1749  
BUFORD, GEORGIA 30515-1749

**INTERGOVERNMENTAL AGREEMENT FOR USE AND DISTRIBUTION OF  
PROCEEDS GENERATED BY THE 2016 SPECIAL PURPOSE LOCAL OPTION  
SALES TAX REFERENDUM**

(Executed in Counterparts)

ATTEST:

GWINNETT COUNTY, GEORGIA

BY: *Diane Kemp*  
DIANE KEMP  
COUNTY CLERK

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



DATE: *7/19/16*

APPROVED AS TO FORM:

BY: *Van Stephens*  
VAN STEPHENS  
CHIEF ASSISTANT COUNTY ATTORNEY  
GWINNETT COUNTY DEPARTMENT OF LAW  
75 LANGLEY DRIVE  
LAWRENCEVILLE, GEORGIA 30046

**INTERGOVERNMENTAL AGREEMENT FOR USE AND DISTRIBUTION OF  
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(Executed in Counterparts)



INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
GWINNETT COUNTY  
AND THE  
CITY OF LAWRENCEVILLE  
REGARDING THE  
REDESIGNATION OF STATE ROUTES

This Agreement (hereinafter referred to as "Agreement") made by and between the City of Lawrenceville, a municipal corporation chartered by the State of Georgia and headquartered at 70 South Clayton Street, Lawrenceville, GA 30046 (hereinafter referred to as "CITY") and Gwinnett County, Georgia, a political subdivision of the State of Georgia headquartered at 75 Langley Drive, Lawrenceville, Georgia 30046, (hereinafter referred to as "COUNTY") each of which has been duly authorized to enter into this Agreement.

WITNESSETH

WHEREAS, the parties to this Agreement are governmental units located within Gwinnett County and authorized by law to enter into intergovernmental agreements; and

WHEREAS, the parties are authorized to enter into this Agreement pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia 1983 regarding intergovernmental contracts, and;

WHEREAS, the parties hereto desire to serve the needs of the citizens of Gwinnett County by providing safe and efficient roadway improvements within Gwinnett County; and

WHEREAS, the Georgia Department of Transportation is making a revision to the State Highway system within COUNTY and CITY boundaries; and

WHEREAS, the STATE intends to permanently remove roads from the State Highway System, revising ownership of the roads to the local governments; and

WHEREAS, by agreement with the State of Georgia, the COUNTY and CITY will accept title, maintenance, utility accommodation and ownership of the property of public roadways that were constructed, re-aligned, or widened as part of the State Highway System project; and

WHEREAS, the heretofore State Highway roads lie within both COUNTY and CITY limits; and

WHEREAS, the COUNTY and the CITY wish to divide the sections of road removed from the State Highway system in a manner that is most effective and equitable; and

WHEREAS, both parties believe that the action would be in the interest of the health, safety, and welfare of the citizens of Gwinnett County; and

NOW, THEREFORE, in consideration of the mutual promises, covenants and undertakings set forth herein and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto do consent and agree as follows

1. Per the Approved State Highway and US Route Systems Revisions in the City of Lawrenceville and Gwinnett County: State Route 8/U.S. Route 29 and 120; Order of the Commissioner 3646 (Exhibit B), the State of Georgia plans to revise the State Highway System by removing sections of State Route 8/U.S. 29 and State Route 120 from the State Highway System. The COUNTY and CITY will now be responsible for the care and maintenance of these roads, as outlined in Exhibit A, a copy of which is attached hereto.
2. The COUNTY will maintain and be responsible for Winder Highway (formerly SR8/US 29), east of Lawrenceville, from Hosea Road to University Parkway/SR 316.
3. The CITY will maintain and be responsible for all other roadways that were removed from the State Highway System as outlined per the Approved State Highway and US Route Systems Revisions in the City of Lawrenceville and Gwinnett County: SR 8/U.S. Route 29 and 120; Order of the Commissioner 3646, including such portions of roadways that are out of the corporate limits of the CITY.
4. All notices pursuant to this Agreement shall be served as follows: As to the COUNTY, Chairman, Gwinnett County Board of Commissioners, 75 Langley Drive, Lawrenceville, Georgia 30046. As to the CITY, Mayor, City of Lawrenceville, 70 South Clayton Street, Lawrenceville, GA 30046.
5. This Agreement constitutes the entire agreement between the parties hereto as to all matters contained herein. No other writings or oral agreements or conversations shall affect or modify any of the terms or obligations herein contained. All subsequent changes to this contract must be in writing and signed by both parties. This Agreement is for the benefit of the parties hereto only and is not intended to benefit any third party or to give rise to any duty or causes of action for any third party, and no provisions contained within this Agreement are intended to nor shall they in any way be construed to relieve any contractor performing services of any liability or to complete the work in a good, substantial and workmanlike manner. No provision in this Agreement is intended to nor shall it be construed to in any way waive immunities or protections provided to either the COUNTY or to the CITY by the Constitution and laws of the State of Georgia.

6. The term of the Agreement shall be for a period of fifty (50) years from the date of execution.

IN WITNESS WHEREOF, the parties hereto acting through their duly authorized agents have caused this Agreement to be signed and delivered on the date set forth below.

This 15<sup>th</sup> day of January, ~~2018.~~ <sup>2019</sup>

GWINNETT COUNTY, GEORGIA

CITY OF LAWRENCEVILLE, GEORGIA

By: *Charlotte J. Nash*  
CHARLOTTE J. NASH

By: *Judy Jordan Johnson*

Title: CHAIRMAN

Title: Mayor

ATTEST:

ATTEST:

By: *Jina M. King*



By: *Karen Piore*

Title: County Clerk/Deputy County Clerk

(SEAL)

Title: City Clerk



APPROVED AS TO FORM:

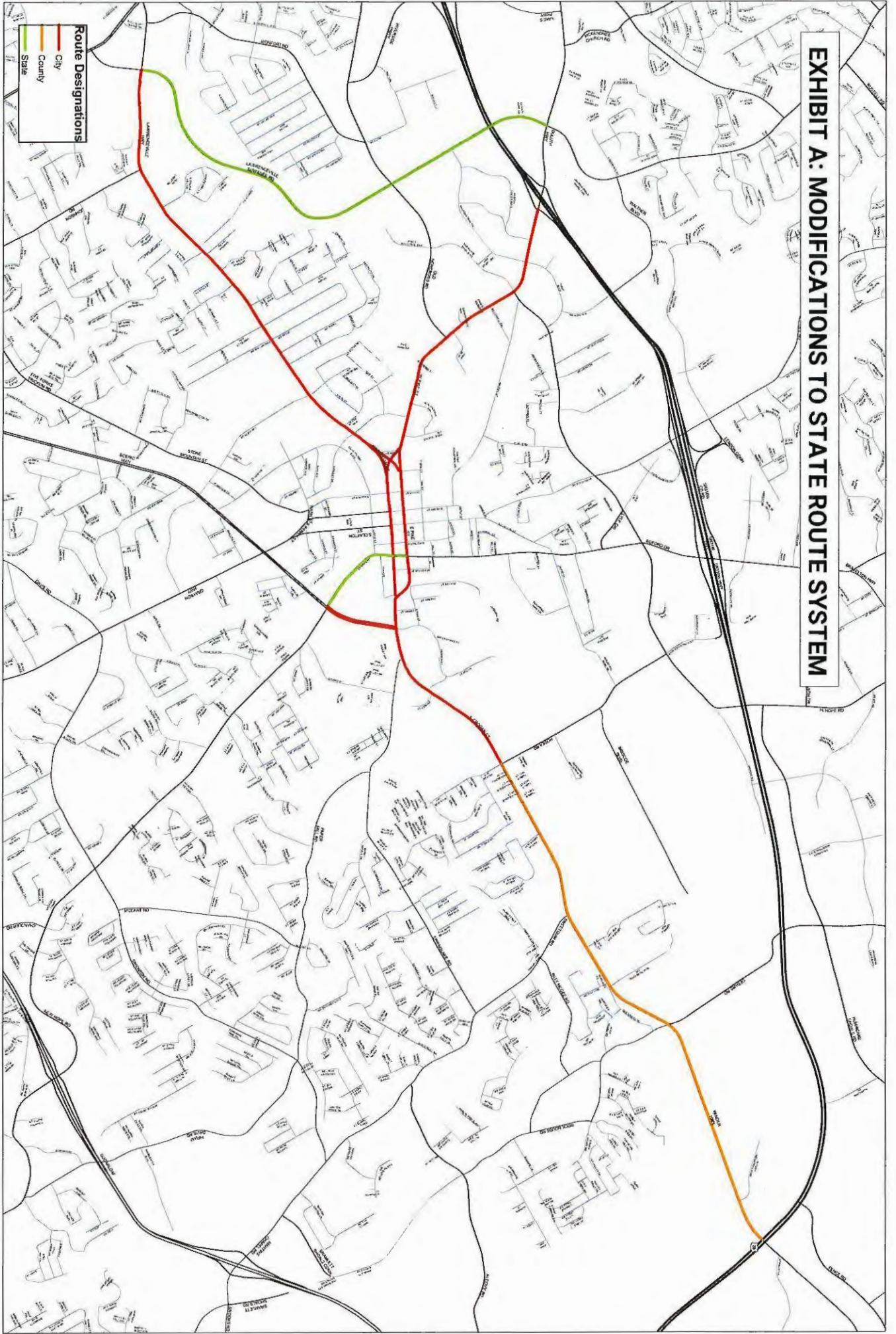
APPROVED AS TO FORM:

*[Signature]*  
Gwinnett County Staff Attorney

*[Signature]*  
City Attorney

# EXHIBIT A: MODIFICATIONS TO STATE ROUTE SYSTEM

**Route Designations**  
City  
County  
State





Russell R. McMurry, P.E., Commissioner  
One Georgia Center  
600 West Peachtree Street, NW  
Atlanta, GA 30308  
(404) 631-1000 Main Office

Exhibit B

September 5, 2018

The Honorable Charlotte Nash, Chairman  
Gwinnett County Board of Commissioners  
75 Langley Drive  
Lawrenceville, GA 30045

Dear Commissioner Nash:

**SUBJECT: Approved State Highway and U.S. Route Systems Revisions in the City of Lawrenceville and Gwinnett County: State Routes 8/U.S. Route 29 and 120; Order of the Commissioner 3646**

The Georgia Department of Transportation plans to revise the State Highway System by removing sections of State Route 8/U.S. 29 and State Route 120 from the State Highway System in the city of Lawrenceville. A sketch map of the proposed removal has also been included for your reference. This plan has been approved and signed by the Commissioner.

Please sign and return the attached State Highway System Revision documentation within 45 calendar days. Please retain a copy of the documentation and the Authorizing Resolution for your records. The signed documentation should be mailed to the following address:

Attention: Ms. Bertha Bryant  
One Georgia Center  
600 West Peachtree Street, N.W., 9<sup>th</sup> Floor  
Atlanta, Georgia 30308

If you have any questions, please contact Ms. Bertha Bryant at (404)347-0684.

Sincerely,

Eric Conklin  
State Transportation Data Administrator

EC: BDB: bb

Enclosures:

cc: Brent Cook, P.E., Gainesville District Engineer

# STATE HIGHWAY SYSTEM REVISION

## *Order of the Commissioner*

DOCUMENT REFERENCE NUMBER: 3646

PROJECT IDENTIFICATION: [CLICK HERE TO ENTER TEXT.](#)

COUNTY: GWINNETT CITY: LAWRENCEVILLE

PROJECT DESCRIPTION: RELOCATION OF SR 8/U.S. ROUTE 29

SYSTEM REVISION DATE: 8/8/2018

**WHEREAS**, the Commissioner of the Georgia Department of Transportation (hereinafter called the "Department"), under the authority vested in him by the State of Georgia, notifies the City of Lawrenceville and Gwinnett County (hereinafter called the "Local Government") that the State Highway will be revised as described herein; and

**NOW THEREFORE**, in the interest of the traveling public, the Commissioner of the Georgia Department of Transportation does hereby order and direct that the State Highway System be revised as detailed in the Description.

## REVISIONS

- 1. Removing a State Route in Common:**  
The Department intends to remove a State Route designation from an existing State Route roadway as detailed in the Description. This will result in an administrative data change and a change in route signage. It will not result in any physical construction to the roadway.
- 2. Re-designation of a State Route:**  
The Department intends to change the designation of an existing State Route roadway as detailed in the Description. This will result in an administrative data change and a change in route signage.
- 3. State Route Addition:**  
The Department intends to construct a new section or multiple sections of a State Route as detailed in the Description. Projected State Route designations will be assigned to proposed major realignments or new construction. The Projected State Route designation, usually beginning and ending at an intersection will remain in

effect until construction is completed and the roadway is 'open to traffic'. 'Open to traffic' is defined as unimpeded traffic flow in all lanes; all construction barriers and barrels have been removed from the entire roadway project.



**4. State Route Obliteration:**

The Department intends to permanently obliterate a section or multiple sections of a State Route as detailed in the Description. The physical pavement or other surface material will be removed from the roadway and the roadway will not be open to the traveling public.



**5. Adding a State Route in Common:**

The Department intends to add a State Route designation to an existing State Route roadway as detailed in the Description. This will result in an administrative data change and a change in route signage. It will not result in any physical construction to the roadway.



**6. Intersection Improvements:**

- a. The Department intends to make improvements or has already made improvements to short sections of roadways (approximately 1/4 of a mile or less) at intersections that are necessary for seamless traffic transitions.
- b. With the completion of the project, the Local Government will accept for title, maintenance, utility accommodation, and ownership of the property of public roadways that were constructed, re-aligned, or widened as a part of this State Highway Project. The Local Government does hereby resolve that with the completion of the project the Local Government shall formally accept these roads into its official system of roads.
- c. **This condition requires a Local Government signature and an Authorizing Resolution: Intersection Improvements.**



**7. State Route Removal or Abandonment:**

- a. The Department intends to permanently remove a section or multiple sections of a State Route from the State Highway System as detailed in the Description.
- b. The Local Government will accept title, maintenance, utility accommodation, and ownership of the property for the roadway removed from the State Highway System. The Local Government does hereby resolve to formally accept the roadway(s) into its official system of roads.
- c. **This condition requires a Local Government signature and an Authorizing Resolution: State Route Removal or Abandonment.**



- 8. Local Roadway(s) Transfer to the State Highway System (SHS):**
- a. The Department intends to permanently accept a local roadway(s) as detailed in the Description as part of the State Highway System.
  - b. The Department will accept title, maintenance, utility accommodation, and ownership of the property for the roadway(s) added to the State Highway System.
- 9. Temporary State Route Removal:**
- a. The Department intends to permanently remove the Temporary State Route designation(s) as detailed in the Description. This will result in an administrative data change only and will not result in any physical changes to the roadway.
  - b. Title, maintenance, utility accommodation, and ownership of the property for the roadway(s) will remain with the Local Government.

## DESCRIPTION

County: Gwinnett

City: Lawrenceville

Project Description: Relocation of SR 8/US 29

Revision Type:	Local Roadway Transfer to the State Highway System
Route Type:	County Road
Route Number:	1951
U.S. Route:	N/A
Beginning Intersection or Junction:	At its intersection with State Route 8/US 29 and the Lawrenceville Suwanee Road
Ending Intersection or Junction:	To its intetsection with State Route 120 and the Lawrenceville Suwanee Road
Total State Highway System Mileage Change:	Approximately 2.51 miles existing
Comments:	Revision #1 - Add a section of Lawrenceville Suwanee Road as SR 8/US 29

Revision Type:	Adding a State Route in Common
Route Type:	State Route
Route Number:	120
U.S. Route:	N/A
Beginning Intersection or Junction:	At its intetsection with State Route 120 and the Lawrenceville Suwanee Road in Gwinnett County
Ending Intersection or Junction:	To its intersection with the ramps on State Route 316 (University Parkway) and State Route 120
Total State Highway System Mileage Change:	No mileage change
Comments:	Revision #2 - Add SR 8/US 29 common with State Route 120

Revision Type:	Adding a State Route in Common
Route Type:	State Route
Route Number:	316
U.S. Route:	N/A
Beginning Intersection or Junction:	At its intersection with the ramps on State Route 316 (University Parkway) and State Route 120
Ending Intersection or Junction:	To its intersection with State Routes 8/US 29 and 316 in Gwinnett County
Total State Highway System Mileage Change:	No mileage change
Comments:	Revision 3# - Add SR 8/US 29 common with SR 316

Revision Type:	State Route Removal or Abandonment
Route Type:	State Route
Route Number:	8
U.S. Route:	29
Beginning Intersection or Junction:	At its intersection with State Route 8/US 29 and Lawrenceville Suwanee Road
Ending Intersection or Junction:	To its junction with State Route 120 on an eastbound one-way pair in the city of Lawrenceville.
Total State Highway System Mileage Change:	Approximately 2.46 miles
Comments:	Revision #4 - Remove SR 8/US 29

Revision Type:	State Route Removal or Abandonment
Route Type:	State Route
Route Number:	120
U.S. Route:	N/A
Beginning Intersection or Junction:	At its intersection with State Routes 316 and 120 in the city of Lawrenceville
Ending Intersection or Junction:	To its junction with State Route 8/US 29 on a westbound one-way pair
Total State Highway System Mileage Change:	Approximately 1.59 miles
Comments:	Revision #5 - Remove SR 120

Revision Type:	State Route Removal or Abandonment
Route Type:	State Route
Route Number:	8
U.S. Route:	29
Beginning Intersection or Junction:	At its junction with State Routes 20 and 124 in the city of Lawrenceville
Ending Intersection or Junction:	To its intersection with State Route 316 in Gwinnett County
Total State Highway System Mileage Change:	Approximately 3.65 miles
Comments:	Revision #6 - Remove SR 8/US 29

Revision Type:	State Route Removal or Abandonment
Route Type:	State Route
Route Number:	8WE and 120WE
U.S. Route:	29WE
Beginning Intersection or Junction:	At its junction with State Route 8/US 29 on a westbound one-way pair in the city of Lawrenceville
Ending Intersection or Junction:	To its intersection with State Routes 20, 120, 124 and 124SO in the city of Lawrenceville
Total State Highway System Mileage Change:	Approximately 0.40 mile
Comments:	Revision #7 - Remove SR 8WE/US 29WE and SR 120WE

Revision Type:	State Route Removal or Abandonment
Route Type:	State Route
Route Number:	8WE, 20NO and 124
U.S. Route:	29WE
Beginning Intersection or Junction:	At its intersection with State Routes 20, 120, 124 and 124SO in the city of Lawrenceville
Ending Intersection or Junction:	To its junction with State Routes 8/US 29, 20 and 124
Total State Highway System Mileage Change:	Approximately 0.24 mile
Comments:	Revision #8 - Remove SR 8WE, SR 20NO and SR 124/US 29WE

Revision Type:	State Route Removal or Abandonment
Route Type:	State Route
Route Number:	8, 20 and 124
U.S. Route:	29
Beginning Intersection or Junction:	At its junction with State Routes 8/US 29, 20 and 124
Ending Intersection or Junction:	To its intersection with State Routes 20 and 124
Total State Highway System Mileage Change:	Approximately 0.14 mile
Comments:	Revision #9 - Remove SR 8/US 29, SR 20 and SR 124

Revision Type:	State Route Removal or Abandonment
Route Type:	State Route
Route Number:	8 and 120
U.S. Route:	29
Beginning Intersection or Junction:	At its junction with State Route 120 on a east bound one-way pair in the city of Lawrenceville
Ending Intersection or Junction:	To its intersection with State Routes 20, 124SO and Jackson Street in the city of Lawrenceville
Total State Highway System Mileage Change:	Approximately 0.40 mile
Comments:	Revision.#10 - Remove SR 8/US 29 and SR 120

Revision Type:	State Route Removal or Abandonment
Route Type:	State Route
Route Number:	8, 20 and 124SO
U.S. Route:	29
Beginning Intersection or Junction:	At its intersection State Routes 20, 120 and 124SO
Ending Intersection or Junction:	To its junction with State Routes 20, 20NO and 124 in the city of Lawrenceville
Total State Highway System Mileage Change:	Approximately 0.20 mile
Comments:	Revision #11 - Remove SR 8/US 29, SR 20 and SR 124SO

Revision Type:	Local Roadway Transfer to the State Highway System
Route Type:	County Road
Route Number:	8
U.S. Route:	N/A
Beginning Intersection or Junction:	At its intersection State Routes 20 and 124 and Jackson Street
Ending Intersection or Junction:	To its intersection with State Routes 8/US 29, 20, 120 and 124SO in the city of Lawrenceville
Total State Highway System Mileage Change:	Approximately 0.46 mile existing
Comments:	Revision #12--Add a section of Jackson St as SR 20 and SR 124

Revision Type:	State Route Removal or Abandonment
Route Type:	State Route
Route Number:	20, 124
U.S. Route:	N/A
Beginning Intersection or Junction:	At its intersection State Routes 20 and 124 and Jackson Street
Ending Intersection or Junction:	To its junction with State Routes 8/US 29, 20 and 124 in the city of Lawrenceville
Total State Highway System Mileage Change:	Approximately 0.37 mile
Comments:	Revision #13 - Remove SR 20 and SR 124

Revision Type:	Re-designation of a State Route
Route Type:	State Route
Route Number:	120 and 124SO
U.S. Route:	N/A
Beginning Intersection or Junction:	At its intersection State Routes 8/US 29, 20, 120 and 124SO
Ending Intersection or Junction:	To its junction at a one-way pair with State Routes 8WE/US 29WE, 20, 20NO, 120WE and 124 in the city of Lawrenceville
Total State Highway System Mileage Change:	No mileage change
Comments:	Revision #14 - Redesignate SR 120 and SR 124SO as SR 20 and SR 124



SIGNATURES

GEORGIA DEPARTMENT OF TRANSPORTATION:

Commissioner: *William R. White* Date: 8/26/18

Treasurer: *Angela* Date: 8/27/18



LOCAL GOVERNMENT:

By: *Judy Jordan Johnson* Date: 12/6/18  
Mayor, City of Lawrenceville

Attest: \_\_\_\_\_ Date: \_\_\_\_\_  
Clerk, City of Lawrenceville

LOCAL GOVERNMENT:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Chairman, Gwinnett County Board of Commissioners

Attest: \_\_\_\_\_ Date: \_\_\_\_\_  
Clerk, Gwinnett County

DOCUMENT REFERENCE NUMBER: 3646

# STATE HIGHWAY SYSTEM REVISION

## *Authorizing Resolution for Removal or Abandonment*

DOCUMENT REFERENCE NUMBER: 3646
PROJECT IDENTIFICATION: <a href="#">Click here to enter text.</a>
COUNTY: GWINNETT CITY: LAWRENCEVILLE
PROJECT DESCRIPTION: REMOVAL OF STATE ROUTE 8/US 29
SYSTEM REVISION DATE: 8/8/2018

WHEREAS, the Board of Commissioners (hereinafter called the "Local Government") is being notified that the Georgia Department of Transportation (hereinafter called the "Department") intends to permanently remove a section or multiple sections of a State Route from the State Highway System as stated in the Project Description above; and

WHEREAS, the Local Government agrees that it is in the interest of all parties for the Local Government to accept title, maintenance, utility accommodation, and ownership of the property for the roadway removed from the State Highway System; and

NOW THEREFORE, BE IT RESOLVED by the Local Government that the Chairman is hereby authorized to formally accept the roadway(s) into its official system on behalf of the Local Government, and that a copy of this Resolution will be furnished to the Department.

**Local Government:**

By: \_\_\_\_\_  
Chairman, Gwinnett County Board of  
Commissioners

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Clerk, Gwinnett County

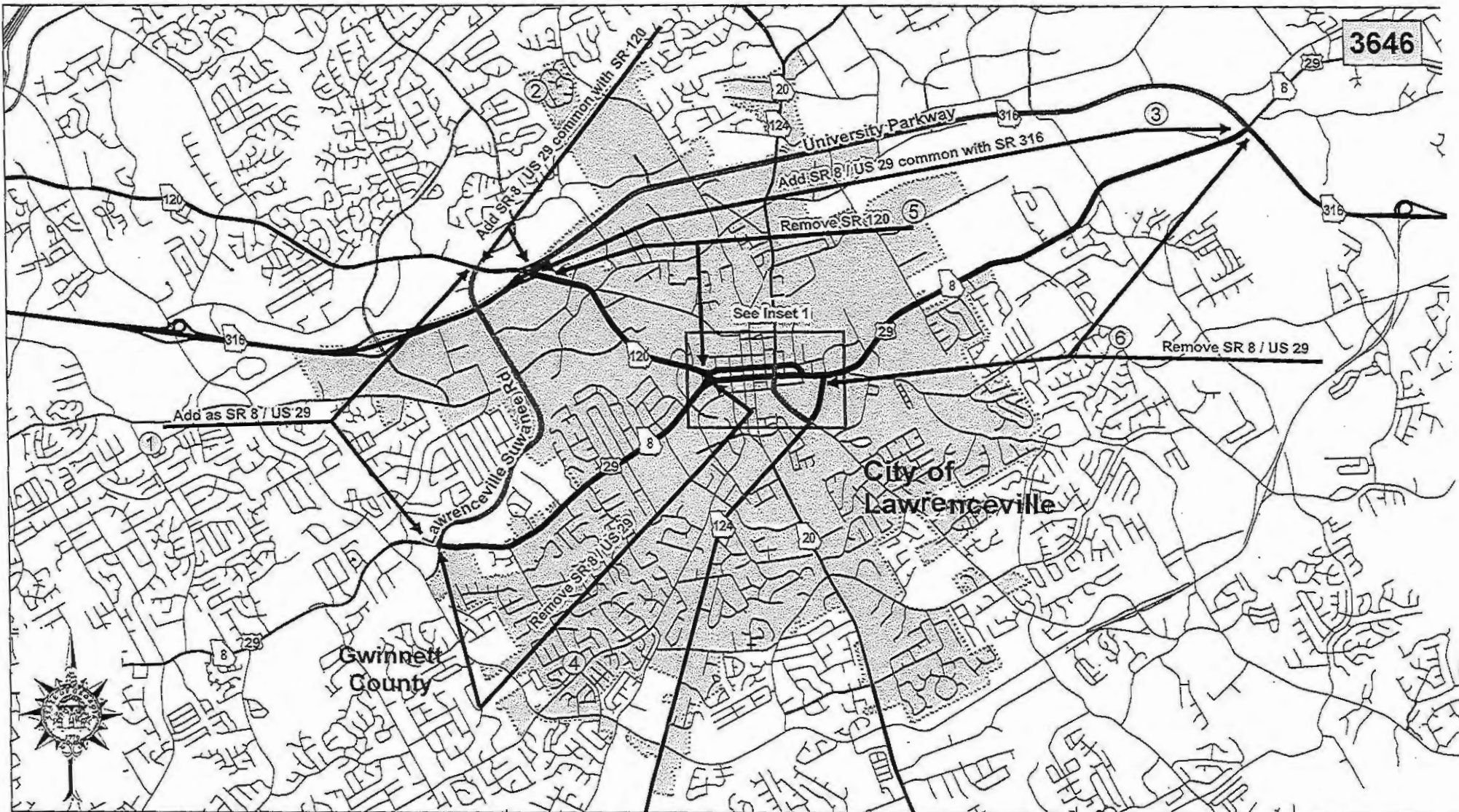
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By: \_\_\_\_\_

Date: \_\_\_\_\_

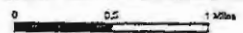
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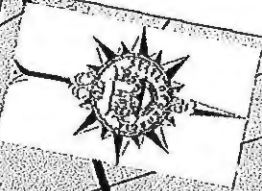


Georgia Department of Transportation  
 Office of Transportation Data  
 Proposed Revisions to the State Highway System  
 in  
 Gwinnett County  
 SR 8 / US 29 / SR 120

Legend	
	Redesignation
	Removal
	Addition
	Common Addition



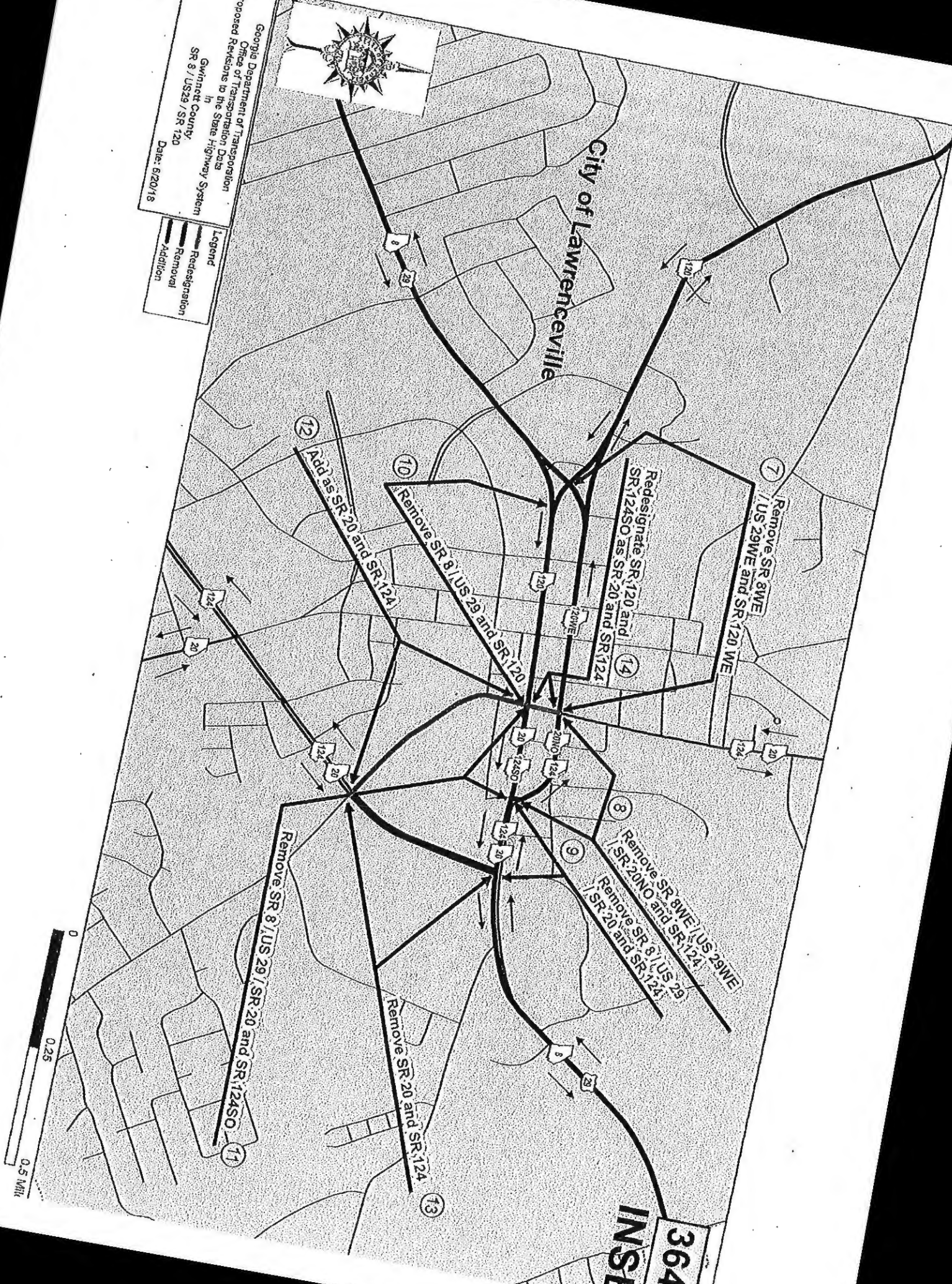
Date 6/20/2018



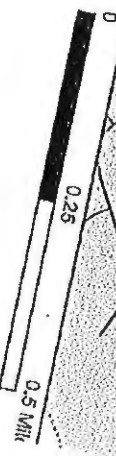
Georgia Department of Transportation  
 Proposed Revisions to the State Highway System  
 in  
 Gwinnett County,  
 SR 8 / US 29 / SR 120  
 Date: 6/20/18

Legend  
 Redesignation  
 Removal  
 Addition

City of Lawrenceville



INSE  
 3640



Water

GWINNETT COUNTY AND CITY OF LOGANVILLE WHOLESALE WATER AGREEMENT

GEORGIA, GWINNETT COUNTY:

THIS CONTRACT AND AGREEMENT made and entered into as of the 17th day of January <sup>2017</sup> by and between the CITY OF LOGANVILLE, a municipal corporation duly and legally created by the General Assembly of the State of Georgia, acting by and through its duly constituted Mayor and City Council, (hereinafter referred to as "LOGANVILLE"), and GWINNETT COUNTY, GEORGIA, a political subdivision and a body corporate and politic duly and legally created by the General Assembly of the State of Georgia, acting by and through its duly constituted Board of Commissioners, (hereinafter referred to as "GWINNETT".)

R E C I T A L S:

WHEREAS, LOGANVILLE has an existing water system serving its residents; and

WHEREAS, LOGANVILLE has been and wishes to continue purchasing a supply of water from GWINNETT; and

WHEREAS, GWINNETT now owns and operates a water and sewerage system and has invested, and will continue to invest, a substantial amount of money in expansion and improvement of its water system; and

WHEREAS, GWINNETT is willing, within its ability to provide LOGANVILLE with an adequate supply of water for distribution in its system in order to meet LOGANVILLE's present and foreseeable future water requirements; and

WHEREAS, GWINNETT is willing to sell and LOGANVILLE desires to purchase from GWINNETT water for distribution through LOGANVILLE's system, as now existent and as hereafter added to, extended and improved, in amounts necessary to meet LOGANVILLE's present and estimated future requirements for the period of time and under the terms and conditions as hereinafter set forth; and

WHEREAS, a water contract may be entered into by and between LOGANVILLE and GWINNETT pursuant to the provisions of Article IX, Section III, Paragraph I of the Constitution of the State of Georgia; and

WHEREAS, GWINNETT is required by State law to comply with the long term plans for water and water conservation, wastewater, and stormwater as adopted by the Metropolitan North Georgia Water Planning District (MNGWPD) ; and

WHEREAS, GWINNETT's ability to obtain water supply and operating permits is dependent upon its compliance and conformity with MNGWPD plans; and WHEREAS, return flows of treated wastewater are essential to a sustainable water supply; and

WHEREAS, GWINNETT has heretofore issued its water and sewerage revenue bonds through the Gwinnett Water and Sewerage Authority to finance in part, the cost of its water and sewerage system which it leases from the Gwinnett Water and Sewerage Authority, and the entering into of a water

contract with LOGANVILLE will not violate the terms, provisions and covenants of its resolutions authorizing the issuance of said bonds or any subsequent issue of revenue bonds; and

WHEREAS, it is recognized and agreed that GWINNETT is experiencing growth in population, as well as in commercial and industrial development, and as a result GWINNETT will be required to add to, extend and improve its water and sewerage system over an extended period of time, which will constitute a major undertaking, and such undertaking will entail the expenditure of large sums of money which can be raised by self-funding, or the issuance, from time to time, of water and sewerage revenue bonds.

NOW, THEREFORE, in consideration of the premises and the mutual undertaking as hereinafter set out, it is mutually agreed by and between LOGANVILLE and GWINNETT, each acting by and through their duly authorized officials and governing authorities, pursuant to resolutions duly, legally and properly adopted all as same appear of record on the official minutes of each as follows:

#### 1. TERM OF AGREEMENT

This Agreement shall be in effect on the date of execution as shown above and shall continue in effect for ten (10) years.

#### 2. GWINNETT'S RESPONSIBILITY TO SELL WATER TO LOGANVILLE

For and in consideration of the sum specified herein and the mutual benefits to be derived by the parties hereto, GWINNETT agrees to sell and LOGANVILLE agrees to purchase a maximum of one million (1,000,000) gallons per day (MGD) subject only to GWINNETT's ability to adequately serve all of its Gwinnett County customers first. LOGANVILLE may connect and take said water from GWINNETT's Water System under the terms and conditions as set forth in this Agreement. If water demand exceeds GWINNETT's water withdrawal or water plant operating permit limits, GWINNETT may unilaterally terminate this water service contract with twelve-month (12 month) written notice to LOGANVILLE.

#### 3. LOGANVILLE'S SYSTEM

3.1. LOGANVILLE shall maintain its own storage, distribution and delivery system to service its present or future customers and shall be responsible for billing and collecting water service charges from its customers.

3.2. LOGANVILLE shall not hereafter serve any customers located beyond the current Gwinnett County Service Delivery Strategy (SDS) LOGANVILLE water service area, unless GWINNETT and LOGANVILLE shall mutually agree that LOGANVILLE may serve each such particular customer so located. LOGANVILLE agrees that its water and/or sewer service area shall be consistent with the service areas delineated in accordance with the Gwinnett County, Service Delivery Strategy (SDS) Intergovernmental Agreement with LOGANVILLE.

3.3. LOGANVILLE consents and agrees that GWINNETT shall have the right, from time to time, to connect to any of the water mains of LOGANVILLE in order to deliver water through such mains to GWINNETT's customers and, if so, GWINNETT shall be required to install proper meters for such purpose but no fees shall be owing to LOGANVILLE.

3.4. It is expressly provided, however, that nothing herein set forth shall preclude GWINNETT at any time from serving any customer now or hereafter located within LOGANVILLE's present limits, as may be mutually agreed upon.

#### 4. METERS

4.1. GWINNETT will continue to maintain water meters at the intersections of Highway 78 and Old Loganville Road, and Highway 20 and Brand Road. LOGANVILLE agrees to pay within thirty (30) days of billing by GWINNETT the actual cost of any maintenance of these meters or of any meter or meters that may be installed pursuant to Paragraph 4.2.

4.2. LOGANVILLE may choose to purchase a meter or meters to measure the water delivered by GWINNETT to LOGANVILLE at the point or points of delivery. If LOGANVILLE chooses to install such meter or meters, LOGANVILLE must purchase the meter or meters directly from GWINNETT, pay all associated meter, permit and impact fees, pay for the actual installation of the meter, and bear all costs associated with that meter installation. GWINNETT shall operate, repair and maintain any such meters subsequent to installation. LOGANVILLE shall have the right at all reasonable times to inspect said water meter or meters and to conduct such tests as may be appropriate so as to assure that it is accurately measuring the water delivered. GWINNETT shall have the right to have its representative read said meter or meters daily within such calendar month, if it so desires and LOGANVILLE shall have a representative available in order that said meter or meters may be jointly read. It is expressly provided, however, that GWINNETT and LOGANVILLE shall have the right to read said meter or meters at such other time or times within each calendar month as may be mutually agreeable. Should the representative of LOGANVILLE fail or refuse to appear at the time agreed upon, then GWINNETT's representative may read such meter or meters and the reading so made shall be final, conclusive and binding upon LOGANVILLE. In the event that it should appear during any month that said meter or meters have failed to accurately measure the water passing through the same, then and in that event the amount of water delivered by GWINNETT to LOGANVILLE during such period shall be computed by the most accurate method possible, taking into consideration the average daily amount delivered as shown by such meter or meters when properly functioning, and the total use of water by LOGANVILLE during such period as determined by the individual retail meters of LOGANVILLE less the amount processed by LOGANVILLE's own water system, making proper allowance for water leakage and unmetered water used or otherwise obtained by LOGANVILLE. However, in any event, GWINNETT shall be obligated to have any malfunctioning meter repaired or replaced promptly, and in no event more than thirty (30) days after notice of any malfunction by LOGANVILLE.

#### 5. RATE

5.1. LOGANVILLE agrees to pay within thirty (30) days of billing by GWINNETT for all water used based on the same rates and conditions as imposed on wholesale customers throughout Gwinnett County.

5.2. LOGANVILLE recognizes and agrees that GWINNETT has heretofore issued and delivered its revenue bonds in order to acquire and construct its present water and sewerage system and that it may issue and sell its revenue bonds from time to time in the future to finance the cost of additions,



extensions and improvements to the system and that GWINNETT, in its proceedings heretofore adopted and hereafter adopted authorizing issuance of such revenue bonds, has covenanted and may covenant to adopt, maintain and revise rates and collect fees and charges to the extent necessary to produce funds sufficient at all times to operate and maintain said system on a sound businesslike basis, to pay the principal of the interest on any revenue bonds heretofore or hereafter issued by GWINNETT as same mature and to create and maintain adequate reserves for that purpose, as well as to create and maintain a reserve for extensions and improvements to the system, and further that said rates must produce revenues to meet the minimum coverage level required by such proceedings and LOGANVILLE hereby consents thereto.

5. 3. It is further recognized and agreed by LOGANVILLE that GWINNETT may hereafter issue from time to time refunding bonds to refund any or all of the then outstanding bonds of GWINNETT and the aforesaid covenant, relative to the adoption, maintenance and revision of rates and the collection of fees and charges for water and sewerage services and facilities would likewise be applicable to any such bonds or obligations. GWINNETT, however, covenants to operate and maintain, at all times, its said system in a businesslike manner and that it will undertake to maintain rates and collect fees and charges on a reasonable and equitable basis and in keeping with its obligations under any proceedings authorizing the issuance of any of its obligations, and that all such rates as far as practicable, shall be uniform in application consistent with the cost involved in total system operation. It is further recognized and agreed by LOGANVILLE, that all obligations herein imposed on GWINNETT shall be performable solely from the revenues derived from the operation of the water and sewerage system, as now existent and as hereafter added to, extended and improved.

#### 6. PAYMENT

6. 1. Should LOGANVILLE fail to pay the amount of the bill for any water delivered to LOGANVILLE by GWINNETT within the period herein provided, then GWINNETT shall have the right to cease delivering water to LOGANVILLE at any time it elects to do so, provided fifteen (15) days' notice of intent to do so is given LOGANVILLE and LOGANVILLE fails to make payment of all past due amounts, including any penalty, within such fifteen (15) day period.

6.2. The obligation of LOGANVILLE to pay for water delivered under this Agreement shall never be construed to be a debt of LOGANVILLE requiring it to levy and collect a tax to discharge the same, but shall be an operating charge of its water and sewerage system ranking equally to charges for salaries, wages and other operating expenses of such system. LOGANVILLE covenants at all times to establish, maintain, prescribe and collect fees, tolls and charges for water and sewerage facilities furnished its customers sufficient to provide funds for the payment of all obligations of LOGANVILLE under this Agreement.

#### 7. SERVICE FAILURES

GWINNETT agrees to operate GWINNETT's Water System in a reasonable and customary manner; however, interruptions of service may occur in which event GWINNETT will take all reasonable means to restore the system to operation as promptly as possible. Should interruptions and possible lowering of pressure occur, LOGANVILLE shall be foreclosed from any action against GWINNETT and

shall hold GWINNETT harmless from any costs including attorney's fees incurred from any action by any one or more of LOGANVILLE's customers.

#### 8. FLOW CONTROL DEVICES

GWINNETT shall have the right to install a suitable flow control device to limit the rate of flow from GWINNETT's Water System. Said device may be installed at GWINNETT's sole discretion if hourly rates of flow to LOGANVILLE, in the opinion of the Director of GWINNETT's Water System, are excessive. LOGANVILLE agrees to pay within thirty (30) days of billing the cost of acquiring and installing said device.

#### 9. RULES AND REGULATIONS

9.1. LOGANVILLE shall adopt and enforce all rules, regulations, and standards for water quality, conservation, and stormwater management as adopted by Gwinnett in conformity with the rules, regulations and plans adopted by the MNGWPD for all portions of LOGANVILLE.

9.2. LOGANVILLE agrees to comply with all rules and regulations which GWINNETT has now or may in the future impose on its water customers, including but not limited to such water conservation or, water use restrictions in response to state-imposed drought emergencies and/or emergency measures as bans on water sprinkling, hydrant flushing, car washing and similar uses.

#### 10. INFRASTRUCTURE SUPPORT

10.1. LOGANVILLE shall support GWINNETT's efforts to maintain and extend its water, wastewater and stormwater infrastructure, including easement acquisition, facility siting and pipeline alignment as well as GWINNETT's efforts to obtain State and/or Federal permits and funding for those facilities.

10.2. LOGANVILLE shall adopt resolutions as requested by GWINNETT in support of GWINNETT's application to the State for increases in water withdrawal, water plant operations or wastewater discharge. Additionally, LOGANVILLE will adopt resolutions at GWINNETT's request in support of any MNGWPD plan amendments requested by GWINNETT.

#### 11. System Development Charge Equivalent

Pursuant to this Agreement, LOGANVILLE's demand for water from GWINNETT may increase to an initial maximum allowance of 250,000 gallons per day on a monthly billing period average without payment of a system development charge equivalent ("SDCE"). All water purchases by LOGANVILLE exceeding the initial 250,000 gallons per day average maximum are subject to SDCE charges. Pursuant to the Gwinnett County System Development Charge Ordinance of 2001, water usage by LOGANVILLE in excess of this initial maximum allowance (250,000 average gallons per day) shall result in the imposition by GWINNETT of a SDCE, calculated as the then-current system development charge for a 3/4-inch water meter multiplied by every 250 gallons per day consumed in excess of the initial maximum allowance. LOGANVILLE shall pay the SDCE for such usage above the initial maximum allowance in the monthly bill following the month in which the excess usage occurs. The excess usage which results in payment of a SDCE shall create a new, higher maximum allowance. GWINNETT shall not refund a SDCE. No SDCE will be paid in subsequent months for consumption equal to or less than the new, higher

maximum allowance. Increased demand and usage above the new maximum allowance in subsequent months will again cause payment of a SDCE as stated herein.

#### 12. FORCE MAJEURE

12.1. In case by reason for force majeure either party hereto shall be rendered unable wholly, or in part, to carry out its obligations under this Agreement, then if such party shall give notice and full particulars of such force majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period, and any such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

12.2. The term "force majeure" as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of a public enemy, orders of any kind of the Government of the United States or the State of Georgia or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipe lines, partial or entire failure of water supply and inability on the part of GWINNETT to deliver water hereunder, or LOGANVILLE to receive water hereunder, on account of any other causes not reasonably within the control of the party claiming such inability.

12.3. Should GWINNETT's ability to produce water be materially reduced by reason of force majeure, then GWINNETT shall prorate the water available to it between LOGANVILLE and GWINNETT's other customers on the basis of their relative consumption during the preceding year and GWINNETT shall not be obligated hereby to deliver to LOGANVILLE any water in excess of its share under such proration.

#### 13. REVENUE BOND LAW

The provisions of the Revenue Bond Law (Georgia Laws 1957, p. 36 et seq., as amended) amending the law formerly known as the Revenue Certificate Law of 1937 (Georgia Laws 1937, p. 761 et seq., as amended) are incorporated herein and made a part hereof.

#### 14. SEVERABILITY

If any phrase, clause, sentence, paragraph or section of this contract shall be held invalid or unconstitutional by any court of competent jurisdiction of this State or of the United States, such adjudication shall in nowise affect any of the remaining provisions hereof, all of which shall remain in full force and effect.

#### 15. WAIVER

A failure to initiate action as to any breach shall not be deemed as a waiver of that right of action and all such rights of action shall be cumulative.

#### 16. ASSIGNMENT

The parties hereto agree that without the consent of LOGANVILLE, the written Agreement may be assigned by GWINNETT to the Gwinnett Water and Sewerage Authority; that said assignment must be in writing and executed by GWINNETT and the Gwinnett Water and Sewerage Authority. Upon the execution of this assignment, the Gwinnett Water and Sewerage Authority, by virtue thereof shall assume and be solely responsible to comply with all the terms and conditions set forth herein and agreed upon by the parties hereto. For the purpose of this Agreement, the Gwinnett Water and Sewerage Authority shall be substituted for GWINNETT to LOGANVILLE, as same shall be assumed and become the sole liability and responsibility of the Gwinnett Water and Sewerage Authority.

#### 17. EXCLUSIVE AGREEMENT

Upon the execution of this Agreement by the parties hereto, any and all other agreements or contracts heretofore entered into by and between LOGANVILLE and GWINNETT pertaining to the sale and supply of water from GWINNETT's water and sewerage system shall become and shall be null and void and of no force and effect.

#### 18. DISPUTE RESOLUTION

If any disagreement shall arise with reference to the construction of any of the terms or provisions of this contract, or with reference to any matter connected with same, such disagreement or dispute may be submitted to mediation by a mediator appointed as provided herein. GWINNETT shall provide a list of three (3) individuals as the proposed mediator. Each person suggested by GWINNETT shall be a professional with not less than ten (10) years' experience in water production and distribution. LOGANVILLE shall select one (1) of those individuals from the list proposed by GWINNETT. If LOGANVILLE refuses to select a mediator from the list proposed by GWINNETT, the parties may petition the Gwinnett Superior Court to appoint a mediator. Mediation as provided herein shall not affect the legal rights and remedies of GWINNETT or of LOGANVILLE.

#### 19. PLACE OF EXECUTION

Each and every provision of this Agreement shall be construed in accordance with and governed by Georgia law. The parties acknowledge that this contract is executed in Gwinnett County, Georgia and each party hereby consents to the Gwinnett Superior Court's sole jurisdiction over any dispute which arises as a result of the execution or performance of this Agreement which are not otherwise resolved through arbitration and each party hereby waives any and all objections to venue in Gwinnett Superior Court.

IN WITNESS WHEREOF, the parties hereto acting by and through their duly authorized officers, pursuant to appropriate resolutions hereinbefore duly and properly adopted by each, have caused this Agreement to be executed in quadruplicate and the official seals of each properly affixed, as of the day and year first above written.

CITY OF LOGANVILLE

BY [Signature]  
Mayor

ATTEST:

[Signature]  
Clerk

(SEAL)

Approved as to Form:

[Signature]  
City Attorney

Signatures continued on next page

Gwinnett County, Georgia

By [Signature]  
Chairman, Board of Commissioners

ATTEST:

Clerk [Signature]  
(SEAL)

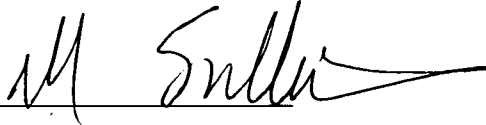
Approved as to Form:

[Signature]  
Assistant County Attorney

Gwinnett County



GWINNETT COUNTY WATER & SEWERAGE  
AUTHORITY

By 

Chairman

Attest:

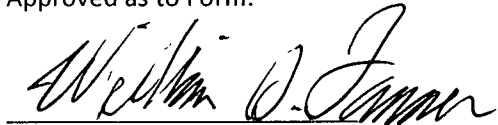


Secretary, Gwinnett County

Water & Sewerage Authority

(SEAL)

Approved as to Form:



Attorney for Gwinnett County

Water & Sewerage Authority

RECEIVED

APR 18 2013

STATE OF GEORGIA )  
 )  
GWINNETT COUNTY )

CHAIRMAN'S OFFICE LOG #

**INTERGOVERNMENTAL AGREEMENT TO PURCHASE  
WATER AND WASTEWATER SYSTEMS**

THIS AGREEMENT (the "Agreement") made and entered into this <sup>2nd</sup>~~1st~~ day of ~~April~~<sup>May</sup> 2013, by and between GWINNETT COUNTY, GEORGIA, a political subdivision of the State of Georgia and a body corporate and politic, (hereinafter, "GWINNETT"), the GWINNETT COUNTY WATER AND SEWERAGE AUTHORITY, a public corporation, a body corporate and politic and a political subdivision of the State of Georgia (hereinafter referred to as "GCWSA"), and the CITY OF NORCROSS, GEORGIA, a municipal corporation duly chartered by the State of Georgia (hereinafter referred to as "NORCROSS").

**W I T N E S S E T H:**

WHEREAS, NORCROSS is desirous of selling its municipal water and wastewater systems (hereinafter collectively referred to as the "NORCROSS WATER AND WASTEWATER SYSTEMS") to GWINNETT and to the GCWSA; and

WHEREAS, NORCROSS, pursuant to O.C.G.A. § 36-37-7, is empowered and authorized to sell or otherwise dispose of any and all water or other municipally owned public utility plants and properties, including, but not limited to NORCROSS WATER AND WASTEWATER SYSTEMS on such terms and conditions as NORCROSS deems proper and to transfer title to such public utilities properties by warranty deed, bill of sale or contract; and

WHEREAS, GWINNETT and the GCWSA are willing to purchase the NORCROSS WATER AND WASTEWATER SYSTEMS under certain reasonable terms and conditions; and

WHEREAS, NORCROSS, GWINNETT and the GCWSA are authorized to enter into such an intergovernmental agreement not exceeding fifty (50) years pursuant to Article IX, Section III, Paragraph I (a) of the Constitution of the State of Georgia; and

WHEREAS, GWINNETT, the GCWSA and NORCROSS will benefit from this transaction; and

WHEREAS, no bonded indebtedness or other indebtedness currently encumbers the NORCROSS WATER AND WASTEWATER SYSTEMS; and

WHEREAS, NORCROSS has title to all property to be sold to GWINNETT and to the GCWSA necessary to inspect, construct, remove, replace, repair, operate or maintain the NORCROSS WATER AND WASTEWATER SYSTEMS; and

WHEREAS, NORCROSS is desirous of transferring all of its right, title and interest in the NORCROSS WATER AND WASTEWATER SYSTEMS, including, but not limited to all of NORCROSS' physical assets (real property in fee simple and easements), together with NORCROSS' business processes and billing systems associated with the NORCROSS WATER AND WASTEWATER SYSTEMS, to GWINNETT and to the GCWSA in return for the payment to NORCROSS of \$2,000,000.00, payable within thirty (30) days of the date this Agreement is approved by GWINNETT, the GCWSA and NORCROSS; and

WHEREAS, NORCROSS will terminate its service to the customers served by the NORCROSS WATER AND WASTEWATER SYSTEMS effective as of 12:00 a.m. May 13, 2013; and

WHEREAS, GWINNETT will begin its service to the customers served by the NORCROSS WATER AND WASTEWATER SYSTEMS effective as of 12:00 a.m. May 13, 2013; and

WHEREAS, NORCROSS, GWINNETT and the GCWSA will take all necessary steps to ensure that the NORCROSS WATER AND WASTEWATER SYSTEMS customers will have a seamless and uninterrupted transition of water and wastewater service;

NOW THEREFORE, in consideration of \$10.00, and the mutual promises contained in this Agreement and other valuable consideration, the receipt and sufficiency of which hereby is acknowledged, NORCROSS, GWINNETT and the GCWSA agree as follows:

1. NORCROSS hereby covenants and agrees as follows:

(a) Transfer of Water Tank Property and Water System to the GCWSA. At 12:00 a.m. on May 13, 2013 (hereinafter, the "Closing Date"), NORCROSS shall transfer to the GCWSA all rights, legal and equitable to the water tank property in fee simple (hereinafter the "Water Tank Property"), and all water lines, water meters, fire hydrants, water attachments and water appurtenances thereto owned by NORCROSS located within and without the City limits of NORCROSS that comprise the municipal water system of the City of Norcross, and all related easements necessary to inspect, construct, remove, replace, repair, operate or maintain said municipal water system. The Water Tank Property is described in the documents attached hereto as Exhibit "A-1 Tract One". The Water System is the balance of the water lines, water meters, fire hydrants, water attachments and water appurtenances thereto owned by NORCROSS located within and without the City limits of NORCROSS that comprise the municipal water system of the City of Norcross, specifically including all physical assets of the system defined and listed in Exhibit "A-2" attached hereto. The Water Tank Property and the Water System are hereinafter referred to as the "NORCROSS WATER SYSTEM". Transfer of physical properties shall be accomplished through appropriately worded limited warranty deeds, easements and licenses for the purpose of GWINNETT's operation, inspection, construction, removal, replacement, maintenance and repair of the NORCROSS WATER SYSTEM.

(b) Transfer of Wastewater System to GCWSA. At midnight on the Closing Date, NORCROSS shall transfer to GCWSA all rights, legal and equitable to all wastewater lines,



manholes, laterals, all related easements and all wastewater attachments and wastewater appurtenances thereto owned by NORCROSS located within and without the City limits of NORCROSS that comprise the municipal wastewater system of the City of Norcross, and all related easements necessary to operate, inspect, construct, remove, replace, maintain or repair said municipal wastewater system, specifically including all physical assets of the system defined and listed in Exhibit "B" attached hereto (hereinafter the "NORCROSS WASTEWATER SYSTEM"). Transfer of physical properties shall be accomplished through appropriately worded limited warranty deeds, easements and licenses for the purpose of GWINNETT and the GCWSA's operation, inspection, construction, removal, replacement, maintenance and repair of the NORCROSS WASTEWATER SYSTEM.

(c) Covenant of Title. NORCROSS covenants that it has title to all property sold to GWINNETT and to the GCWSA. NORCROSS represents to GWINNETT and to the GCWSA that it has the authority to sell, transfer or otherwise dispose of the NORCROSS WATER SYSTEM and the NORCROSS WASTEWATER SYSTEM (hereinafter collectively referred to as the "NORCROSS WATER AND WASTEWATER SYSTEMS"), including any agreements which may be a part thereof. NORCROSS further covenants that if any authority is presently lacking, it will work diligently to obtain the requisite authority to finalize the sale, transfer, or other disposition of the NORCROSS WATER AND WASTEWATER SYSTEMS and will have such authority prior to the Closing Date.

(d) Conveyance of Customer List to GWINNETT. NORCROSS shall, on or before March 18, 2013, convey to GWINNETT a complete listing of all existing WATER AND WASTEWATER SYSTEMS' customers and shall confirm any changes to said list on the Closing Date. Said listing shall be in an acceptable electronic format (ASCII or other) suitable for input into GWINNETT's existing electronic customer database. Such data shall include, if available, a minimum of three years history on each customer and other relevant account information, provided such information exists, as requested by GWINNETT. NORCROSS will cooperate with GWINNETT in providing any additional information requested by GWINNETT to service and/or process customer accounts.

(e) Conveyance of Perpetual Easement to GWINNETT and to the GCWSA. For any part of the WATER AND WASTEWATER SYSTEM that is located on any right-of-way, easement or other real property owned by NORCROSS, other than the Water Tank Property, NORCROSS hereby conveys to GWINNETT and to the GCWSA and GWINNETT and the GCWSA hereby accepts from NORCROSS a perpetual easement to operate, inspect, construct, remove, replace, repair or maintain its WATER AND WASTEWATER SYSTEMS, as they exist on the Closing Date (the "Perpetual Easement"), within any and all rights-of-way, easements or other real property owned by NORCROSS as of the Closing Date. The Perpetual Easement is subject to the following conditions and limitations which shall survive the Closing Date:

- i. Nothing within this Agreement shall be construed to transfer, cancel or extinguish any additional rights that NORCROSS or any holder of a franchise conveyed by NORCROSS may have to use said Perpetual Easement in connection with other public utilities, road improvements or other public purposes, including, without limitation, natural gas pipelines, electrical

transmission lines, phone lines, television and computer cables or lines, or fiber optic cables;

ii. NORCROSS specifically reserves and shall continue to hold all right, title and interest in the Perpetual Easement conveyed to GWINNETT and to the GCWSA pursuant to this Agreement so that NORCROSS shall continue to operate, inspect, construct, remove, replace, repair or maintain all public utilities and road improvements located therein, other than the rights specifically transferred to GCWSA to operate, inspect, construct, remove, replace, maintain or repair the WATER AND WASTEWATER SYSTEMS; provided however, that NORCROSS shall give written notice to GCWSA of its intent to operate, inspect, construct, remove, replace, maintain or repair any such public utilities and road improvements located within the Perpetual Easement;

iii GWINNETT and the GCWSA agree and understand that NORCROSS shall continue to have the sole exclusive right to sell or lease franchises for other utilities for other public purposes after the Closing Date, including, without limitation, natural gas pipelines, electrical transmission lines, phone lines, television and computer cables or lines, or fiber optic cables located within its rights of way to the extent that there are no conflicts with the water and wastewater ordinances; and granting such a franchise will not put an unreasonable burden on the GCWSA's continued construction, operation, maintenance, inspection, removal, replacement or repair of the WATER AND WASTEWATER SYSTEMS. To ensure that such conflicts are avoided with future franchises granted by NORCROSS, the parties further agree as follows:

- (1) NORCROSS recognizes that the right of GWINNETT and the GCWSA to construct, operate, maintain, inspect, remove, replace or repair facilities of the WATER AND WASTEWATER SYSTEMS shall be superior to such franchisees' rights within the Perpetual Easement as provided herein, and that in the event of conflict, said franchisees shall be required to relocate its facilities, at their own expense, in accordance with the terms of written notice given by GWINNETT and the GCWSA.
- (2) NORCROSS shall include language in all future contracts with such franchisees whereby each such franchisee shall acknowledge that its rights in the Perpetual Easement are subordinate to GCWSA's rights granted by this Agreement, and requiring each such franchisee to relocate its facilities, at its own expense, in accordance with the terms of written notice given by the GCWSA
- (3) In order to avoid such conflicts and/or unreasonable burdens, NORCROSS shall give written notice to the GWINNETT County Administrator not less than ninety (90) days prior to granting any such franchise or selling or leasing any right which may be located within

the Perpetual Easement located on NORCROSS' rights of way to any third party; provided further, that NORCROSS shall not, without the prior written consent of the GWINNETT County Administrator or his/her designee, acting as authorized agent of GWINNETT and the GCWSA, which consent shall not be unreasonably withheld, sell or lease franchises for other utilities as set forth above. Consent to any franchise shall not impair this provision and all subsequent franchises shall be made likewise only on the prior written consent of the GWINNETT County Administrator or his designee, acting as authorized agent of GWINNETT and the GCWSA; provided however, that should the GWINNETT County Administrator or his/her designee fail to respond, in writing, to NORCROSS' written notice within ninety (90) days of receiving such notice, GWINNETT and the GCWSA waive any and all objections to NORCROSS' granting such franchise or selling or leasing any right located within the Perpetual Easement to the third party designated in said written notice.

- (4) Such franchisees or lessees of NORCROSS, at the option of GWINNETT and the GCWSA, shall become liable to GWINNETT and the GCWSA for all obligations of NORCROSS hereunder, but no franchise or lease agreement granted by NORCROSS shall relieve NORCROSS of any liability hereunder."

iv. GWINNETT's and the GCWSA's use of the Perpetual Easement is subject to the continuing obligations set forth in ¶ 2(d) below.

(f) Continuing Obligation to acquire property rights for GWINNETT's and the GCWSA's use of the Perpetual Easement. NORCROSS agrees to obtain all necessary property rights from the owners of the lands crossed by the WATER AND WASTEWATER SYSTEM as it exists on the Closing Date to the extent that NORCROSS does not own the said land and rights in fee or by permanent easement necessary to inspect, construct, remove, replace, repair, operate or maintain said WATER AND WASTEWATER SYSTEM as it exists as of the Closing Date. NORCROSS agrees to obtain such property rights in a timely manner upon receipt of written notice from GWINNETT identifying the real property and describing the property right that needs to be acquired for GWINNETT and GCWSA to operate, inspect, construct, remove, replace, repair or maintain said WATER AND WASTEWATER SYSTEM as it exists as of the Closing Date. Upon receipt of such written notice, NORCROSS, at its own sole expense, shall take reasonable and prudent steps necessary to acquire such property rights by acquisition or condemnation and, once such property rights are acquired, NORCROSS shall assign such rights to GCWSA at NORCROSS' own sole expense.

(g) Water and Sewer Connections. NORCROSS shall not issue any new water meter or sanitary sewer connections after the Closing Date, but shall instruct all new water meter or sanitary sewer applicants on or after that date to apply for service with the Gwinnett County Department of Planning and Development, located at One Justice Square, 446 West Crogan

Street, Lawrenceville, Georgia 30046. NORCROSS shall complete the processing and installation of all pending applications for service within thirty (30) days after the Closing Date at its own sole expense.

(h) Customer Deposits. NORCROSS shall refund all customer deposits which are subject to refunding, including any applicable interest payments prior to the Closing Date of this Agreement. Following the final bill from NORCROSS to each customer, NORCROSS will pursue all outstanding balances due.

(i) Accounts Receivable. NORCROSS agrees that GWINNETT and the GCWSA are not purchasing NORCROSS' accounts receivable for water and wastewater services provided by NORCROSS which have accrued at the Closing Date. All outstanding bills for water service actually consumed prior to the Closing Date will be the property of NORCROSS. All water and wastewater bills issued by NORCROSS after the Closing Date for prior service shall note that the bill is final NORCROSS water and/or wastewater bill and that future water and/or wastewater bills will be rendered by GWINNETT.

(j) No Current Indebtedness. NORCROSS declares that it has neither actual nor constructive knowledge of any commitments made by NORCROSS or any indebtedness owed on or secured by the WATER AND WASTEWATER SYSTEMS.

(k) Hazardous Materials. NORCROSS declares that it has neither actual nor constructive knowledge of products or materials within the WATER AND WASTEWATER SYSTEMS containing hazardous wastes, lead, asbestos, or other substances which may pose a potential human health risk.

(l) EPD Violations. NORCROSS declares that it has neither actual nor constructive knowledge of any Georgia Environmental Protection Division ("EPD") consent orders violations, fines or other claims as it affects the WATER AND WASTEWATER SYSTEMS as of the date the Agreement is executed.

(m) EPD Compliance. NORCROSS will complete and submit all required obligations to the EPD for the calendar year 2012 and for any part of calendar year 2013 prior to the Closing Date. Norcross will provide a copy of documents submitted to EPD to GWINNETT. Such documents shall include, but not be limited to, Georgia EPD Water Loss Audit due March 1, 2013 to EPD offices; Georgia EPD Consumer Confidence Report due July 1, 2013 to EPD offices; Georgia EPD Consumer Confidence Report due July 1, 2013 to consumers; Georgia EPD Consumer Confidence Report Certification Form due October 1, 2013 to EPD offices.

(n) Indemnification by NORCROSS. NORCROSS assumes any and all liability as a result of any pending litigation or known or unknown claims against NORCROSS, GWINNETT or the GCWSA with regard to the provision of water or wastewater service by the system transferred by this Agreement including, without limitation, claims for damages to personal property, real property, individuals or businesses and any claims for environmental damage or violation of any rules, regulations, ordinances or statutes arising out of facts or occurrences, including disposal of treatment residues, prior to closing. Neither GWINNETT nor the GCWSA

assumes any obligation or liability with regard to such claims or litigation. NORCROSS shall indemnify and hold GWINNETT and/or the GCWSA harmless from and against any loss, damage or cost of any kind, including court costs or attorney fees, as a result of any such pending litigation or known or unknown present or future claims arising out of facts or occurrences prior to closing, all of which NORCROSS shall defend, so long as NORCROSS has received proper ante litem notice of such claims from the claimant.

(o) Adoption of GWINNETT's Current Water and Sewer Ordinances. NORCROSS agrees to adopt all Gwinnett County Ordinances which the Gwinnett County Board of Commissioners has now or may in the future impose on its water and wastewater customers within ninety (90) days after this Agreement is approved by GWINNETT, the GCWSA and NORCROSS. Such Ordinances shall include, but are not limited to, the Code of Ordinances, Gwinnett County, Georgia, Part I, Article II, Division 8 – Water and Sewerage Authority; Part I, Article VIII. - Sewer and Water System; and, Part II, Chapter 114 – Utilities. Part II, Chapter 114 – Utilities includes: Article I. – In General; Article II. – Water Service; Article III. – Sewer Service; and, Article IV. – System Development Charges. Part II, Chapter 114, Article II. – Water Service includes: Division 1. – Water Use; Division 2. – Water Conservation and Drought Restriction; and, Article 3. – Cross Connection Control and Backflow Prevention. Part II, Chapter 114, Article III. – Sewer Service includes: Division 1. – Sewer Use; Division 2. – Pretreatment; Division 3. – Fats, Oils and Grease; and, Division 4. – Reclaimed Water. Part II, Chapter 114, Article IV. System Development Charges includes: Division 1. – Water and Sewer System Development Charges. NORCROSS and the customers of the WATER AND WASTEWATER SYSTEMS shall be subject immediately to Gwinnett County's Cross-Connection Control and Backflow Prevention Ordinance and as such, GWINNETT shall not allow, install or maintain any water service connection to the County's potable water system to any premises/parcel unless the County's potable water system is protected from potential backflow and cross-connection as required by the laws of the State of Georgia, the Rules of the Georgia Environmental Protection Division, the State of Georgia Plumbing Code and the Gwinnett County Code of Ordinances. Norcross and the customers of the WATER SYSTEM will be required to retrofit to compliance without delay.

(p) Adoption of Revisions to GWINNETT's Water and Sewer Ordinances. Within ninety (90) days of the Closing Date, NORCROSS shall adopt, without revision, all existing ordinances, rules and regulations imposed on the water and wastewater customers of GWINNETT. Attached hereto as Exhibit "C" are the portions of the Gwinnett County Code for NORCROSS to adopt which shall become effective on the Closing Date adoption of which GWINNETT agrees brings NORCROSS into compliance with the requirements of sections I(o) and 1(p) as of the Closing Date. GWINNETT shall submit a copy of any future revisions to the Gwinnett County Code that affect the water and sewer systems not less than thirty (30) days after such revisions are adopted by GWINNETT. NORCROSS shall adopt said revisions to its code of ordinances within ninety (90) days after such revisions are submitted to NORCROSS.

(q) Payables and Utility Bills. NORCROSS shall pay all payables, including but not limited to gas, electrical and water and wastewater utility bills of the WATER AND WASTEWATER SYSTEMS' facilities to be transferred to GWINNETT prior to the Closing Date. NORCROSS shall arrange and coordinate final meter readings for all utilities prior to the

Closing Date.

(r) As-Is, Where-Is. NORCROSS makes no warranty whatsoever with respect to the transferred property, except as specifically set forth herein. NORCROSS makes no warranty whatsoever as to the WATER AND WASTEWATER SYSTEMS, including, without limitation, any warranty as to fitness for a particular purpose or warranty of merchantability or any other warranty, express or implied, except as specifically set forth in this Agreement, and the WATER AND WASTEWATER SYSTEMS are transferred to GWINNETT and to the GCWSA "as is" and "where is."

(s) Limited Warranty of Title. Subject to the within and forgoing limitations, conditions and obligations set forth in this Agreement, NORCROSS will warrant and forever defend the right and title to the above described property unto GWINNETT and to the GCWSA against the lawful claims of all persons claiming by, through or under NORCROSS.

2. GWINNETT and the GCWSA hereby covenant and agree as follows:

(a) Payment to NORCROSS. GWINNETT shall pay to NORCROSS one (1) payment of \$2,000,000.00 within thirty (30) days of the date this Agreement is approved by GWINNETT, the GCWSA and NORCROSS. This payment shall be made without set off or deduction for any amounts alleged due for operating expenses or capital improvements to GWINNETT and to the GCWSA for the water treatment and wastewater treatment systems that GWINNETT and the GCWSA deemed attributable to NORCROSS' WATER AND WASTEWATER SYSTEMS prior to the Closing Date, including but not limited including, but not limited to, the invoices entitled "City of Norcross Sewer Billing," a copy of which is attached hereto as Exhibit "D" and any and all subsequent similar invoices. All such costs and amounts alleged due were negotiated and are taken into consideration in computing the terms and total payments due pursuant to this Agreement.

(b) Closing Date. GWINNETT shall take over NORCROSS' WATER AND WASTEWATER SYSTEMS at 12:00 a.m. on the Closing Date, and operate said water and wastewater systems as well as any future expansion of the same as a part of the its water and sewer utility.

(c) Future Expansion or Increase in Capacity. GWINNETT and the GCWSA shall assume all expenses associated with acquiring any property rights necessary for any future expansion or increase in capacity of the WATER AND WASTEWATER SYSTEMS beyond that which exists as of the Closing Date.

(d) Continuing Obligation to Restore Areas within the Perpetual Easement and Limitations on Use of Perpetual Easement. GWINNETT's and the GCWSA's use of the Perpetual Easement is subject to the following continuing obligations and limitations:

i. Following any construction, installation or maintenance activities by GWINNETT related to its WATER AND WASTEWATER SYSTEMS, as contemplated herein, GWINNETT shall, at its sole cost and expense, restore all

areas of the Perpetual Easement which have been disturbed by such activities to a condition substantially similar to that existing immediately prior to such activities. All restoration of these lands shall be to a condition substantially the same as existed immediately prior to any such disturbances, including, without limitation, any and all necessary repairs and replacement of landscaping and pavement which may be removed and excavated by GWINNETT, and all necessary repairs to restore the original contours and re-establish the ground cover to control erosion, provided, however, that all landscaping shall be replaced with nursery stock.

ii. GWINNETT agrees that following any construction, installation or maintenance activities related to its WATER AND WASTEWATER SYSTEMS, as contemplated herein, GWINNETT shall, at its sole cost and expense, restore all areas of the roads and the Rights-of-Way which have been disturbed by such activities to a condition substantially similar to that existing immediately prior to such activities. All restoration of these lands shall be to a condition substantially the same as existed immediately prior to any such disturbances, including, without limitation, any and all necessary repairs and replacement of landscaping and pavement which may be removed and excavated by GWINNETT, and all necessary repairs to restore the original contours and re-establish the ground cover to control erosion, provided, however, that all landscaping shall be replaced with nursery stock. GWINNETT shall also notify NORCROSS when the work is completed and shall provide a representative to accompany NORCROSS' representative on an inspection of the Rights-of-Way.

iii. GWINNETT's and the GCWSA's use of the Perpetual Easement shall not interfere with or prohibit the use of said right-of-way by NORCROSS for the original purposes of the right-of-way other than those purposes expressly transferred to GWINNETT by this Agreement, and unless the use of said right-of-way is otherwise restricted by conditions of conveyance or by operation of law.

iv. GWINNETT's and the GCWSA's use of the Perpetual Easement is subject to the limitations set forth in ¶ 1(e) above.

(e) Customer Deposits. GWINNETT shall pursue customer deposits in accordance with its current policies and procedures.

(f) Rates and Fees. Water and wastewater rates and fees charged to NORCROSS' citizens/customers will be equal to those rates being charged to other GWINNETT customers.

(g) Indemnification by GWINNETT and the GCWSA. GWINNETT and the GCWSA assume any and all liability as a result of any litigation or claims against NORCROSS, GWINNETT or the GCWSA with regard to the provision of water or wastewater service by the system transferred by this Agreement including, without limitation, claims for damages to personal property, real property, individuals or businesses and any claims for environmental damage or violation of any rules, regulations, ordinances or statutes arising out of facts or occurrences after the Closing Date. NORCROSS assumes no obligation or liability with regard to such claims or litigation. GWINNETT and the GCWSA shall indemnify and hold

NORCROSS harmless from and against any loss, damage or cost of any kind, including court costs or attorney fees, as a result of any litigation or future claims arising out of facts or occurrences after the Closing Date, all of which GWINNETT and the GCWSA shall defend.

(h) Payables and Utility Bills. GWINNETT shall pay, from the Closing Date forward, all payables, including but not limited to gas, electrical and water and wastewater utility bills of the WATER AND WASTEWATER SYSTEMS' facilities transferred to GWINNETT and the GCWSA, including, but not limited to, all gas, electrical and water utility bills consumed in the operation.

(i) As-Is, Where-Is. GWINNETT and the GCWSA acknowledge and agree that they have purchased the WATER AND WASTEWATER SYSTEMS from NORCROSS "as is" and "where is" and that NORCROSS has made no warranty with respect to the transferred property, as more specifically set forth in Section 1(r) above, other than the limited warranty of title set forth in Section 1(s) above.

### 3. Mutual Cooperation.

(a) Transition of Ownership. NORCROSS, GWINNETT and the GCWSA agree to take all necessary steps to ensure that NORCROSS' water and sewer customers will have a seamless and uninterrupted transition of ownership from NORCROSS to GWINNETT and the GCWSA.

(b) Mutual Cooperation. As set forth in sections 1(a) and 1(b) above, transfer of physical properties shall be accomplished through appropriately worded limited warranty deeds, easements and licenses for the purpose of GWINNETT's operation, inspection, construction, removal, replacement, repair or maintenance of the WATER AND WASTEWATER SYSTEM. GWINNETT, the GCWSA and NORCROSS shall cooperate and coordinate the drafting of limited warranty deeds, easements and licenses and to record the same within ninety (90) days of the Closing Date. To the extent that the drafting and recording of all such limited warranty deeds, easements and licenses is not completed within the ninety (90) days period, GWINNETT, the GCWSA and NORCROSS shall have a continuing duty to each other to continue to cooperate and coordinate the drafting and recording of such deeds, easements and licenses.

(c) Notices.

- i. Any notice, request, direction, consent, approval, waiver or other communication required or permitted under this Agreement to be sent to must be in writing and will become effective only if provided to NORCROSS at its address set forth below:

**Mayor and City Manager**  
**City of Norcross**  
65 Lawrenceville Street  
Norcross, Georgia 30071



With a copy to:

**J. Patrick O'Brien, Esq.**  
**Thompson, O'Brien, Kemp & Nasuti, P.C.**  
40 Technology Parkway South, Suite 300  
Norcross, Georgia 30092

- ii. Any notice, request, direction, consent, approval, waiver or other communication required or permitted under this Agreement to be sent to must be in writing and will become effective only if provided to GWINNETT and the GCWSA at its address set forth below:

**Chairman, Gwinnett County Water and Sewerage Authority**  
684 Winder Highway  
Lawrenceville, Georgia 30045

**Chairman, Gwinnett County Board of Commissioners**  
75 Langley Drive  
Lawrenceville, Georgia 30046

With a copy to:

Gwinnett County Administrator  
75 Langley Drive  
Lawrenceville, Georgia 30046

(d) Effective Time of Notice. Notice delivered in accordance with the foregoing shall be effective (i) when delivered, if delivered personally, (ii) two days after being delivered in the United States (properly addressed and all fees paid) for overnight delivery service to a courier (such as Federal Express) which regularly provides such service and regularly obtains executed receipts evidencing delivery or (iii) five days after being deposited (properly addressed and stamped for first-class delivery) in a daily serviced United States mail box.

4. Survival of Closing. The terms of this Agreement shall survive the closing.
5. Termination of GWINNETT's Responsibility for WATER AND WASTEWATER SYSTEM. NORCROSS, GWINNETT and the GCWSA agree that, from the Closing Date forward, GWINNETT's responsibilities with regard to water meters will terminate at the customer side of the meter, provided, however, that GWINNETT has no responsibilities with regard to either a customer's backflow prevention device or the container associated with the backflow prevention device regardless of the location of the backflow prevention device relative to the water meter. GWINNETT has no responsibilities with regard to a customer's fire line, or fire hydrants or any other appurtenances associated with a customer's fire line. GWINNETT's sewer responsibilities with regard to wastewater lines will terminate at the

point of connection from the customer's sewer lateral into GWINNETT's public sewer. GWINNETT has no responsibilities for sewer laterals. GWINNETT's responsibilities with regard to test manholes will terminate at the GWINNETT side of the test manhole. Responsibilities of the test manhole and the wastewater line on the customer side of the test manhole are responsibilities of the customer. GWINNETT has no responsibilities with regard to grease traps or grease interceptors.

6. No Third Party Rights Created. This Agreement creates no rights in third parties except as expressly provided by the terms of the Agreement.
7. Severance Clause. It is understood and agreed by and between GWINNETT, the GCWSA and NORCROSS that if any condition or provision contained in the Agreement is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any other such condition or provision herein contained, provided, however, that invalidity of any such condition or provisions does not materially prejudice either GWINNETT, the GCWSA or NORCROSS in its respective rights and obligations contained in the remaining valid conditions or provisions of the Agreement.
8. Force Majeure. If any circumstance or event beyond the reasonable control of a party (including without limitation, an act of God, hurricane, tornado, rain, tidal wave, meteor shower, wind, hail, lightning, earthquake, snow, ice, extreme high or low temperature, change in the language or interpretation of any law or regulation, transportation delay, failure of telecommunications, facilities, fire or explosion, riot, military action, usurped power, terrorist act or a governmental authority's act or omission) renders such party wholly or partly unable to perform any of its obligations under this Agreement, then such party will not be liable for any damages, costs, expenses or other consequences incurred by the other party, or by any other person, caused by, and such party's obligations hereunder will be suspended during the continuation of, such circumstance or event.
9. Modification. No modification, amendment or alteration of any provision of this Agreement shall be effective unless contained in a written agreement signed by the parties hereto, and then such modification, amendment or alteration shall be effective only in the specific instances and for the specific purposes for which given.
10. Effect of Delay. No delay or failure on the part of GWINNETT or the GCWSA in the exercise of any right, power or privilege under this Agreement shall impair any such right, power or privilege or be construed as a waiver of any default or any acquiescence therein. No single or partial exercise of any such right, power or privilege by GWINNETT or the GCWSA shall preclude the further exercise of any such right, power or privilege or the exercise of any other right, power or privilege. No waiver shall be valid against GWINNETT or the GCWSA unless made in writing and signed by GWINNETT or the GCWSA, and then only to the extent expressly specified therein.
11. Entire Agreement. This Agreement constitutes the entire and final agreement among the parties with respect to the subject matter hereof, and there are no agreements, understandings, warranties or representations among the parties except as set forth herein. Any prior

agreements between the parties, whether written or oral, concerning the NORCROSS WATER AND WASTEWATER SYSTEMS, including, but not limited to, GWINNETT's contention that NORCROSS should bear a portion of GWINNETT and the GCWSA's costs of capital improvements and operational expenses to its water and wastewater treatment systems as shown on Exhibit "D" and any and all subsequent similar invoices, are expressly superseded by the term of this Agreement.

12. Successors and Assigns. This Agreement will inure to the benefit of and bind the respective representatives, successors and permitted assigns of the parties hereto.
13. Headings. All headings contained in this Agreement are for reference purposes only and are not intended to affect in any way the meaning or interpretation of this Agreement.
14. Changes, Waiver, Discharge or Termination. Neither this Agreement nor any of the provisions hereof can be changed, waived, discharged or terminated, except by an instrument in writing signed by the parties against whom enforcement of the change, waiver, discharge or termination is sought.
15. Time is of the Essence. Time is of the essence in interpreting and performing this Agreement.
16. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the duly authorized officials of GWINNETT, the GCWSA and the CITY OF NORCROSS have respectively caused their names and the seals of said political subdivisions and the signatures of their duly authorized executive officers to be affixed hereto on the date and year first above written.

<p>Attest:</p> <p><i>Diane Kemp</i>          Diane Kemp,          County Clerk</p>	<p>GWINNETT COUNTY</p> <p>By: <i>Charlotte J. Nash</i> (SEAL)          CHARLOTTE J. NASH, Chairman          Gwinnett County Board of Commissioners</p>
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<p>Attest:</p> <p><i>Aaron Wanzman</i>          Clerk, City of Norcross</p>	<p>CITY OF NORCROSS</p> <p>By: <i>Bucky Johnson</i> (SEAL)          BUCKY JOHNSON, Mayor          City of Norcross</p>
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<p>Attest:</p> <p><i>Stephen K Hill</i>          STEPHEN K. HILL, Secretary          Gwinnett County Water and Sewerage Authority</p>	<p>By: <i>Michael Sullivan</i> (SEAL)          MICHAEL SULLIVAN, Chairman          Gwinnett County Water and Sewerage Authority</p>
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APPROVED AS TO FORM:

*James L. Seale*  
 JAMES L. SEALE, ASSISTANT COUNTY ATTORNEY

**EXHIBIT A-1**  
**PLAT AND LEGAL DESCRIPTION OF**  
**TRACT 1 – WATER TANK PROPERTY**



LEGAL DESCRIPTION  
Tract One

All that tract or parcel of land lying and being in The City of Norcross, Land Lot 253 of the 6th Land District, Gwinnett County, Georgia and being more particularly described as follows;

To find The Point of Beginning, commence at the intersection of the Northerly Right-of-Way of West Peachtree Street (Right-of-Way Varies) and the Easterly Right-of-Way of Langford Drive (apparent Right-of-Way Varies, if extended to form a Point, said point marked by a P.K. Nail Set; THENCE leaving said Point North 28 degrees 51 minutes 30 seconds West for a distance of 49.71 feet to an Iron Pin Set along the Easterly Right-of-Way of Langford Drive, said point being THE TRUE POINT OF BEGINNING.

THENCE from said point as thus established and continuing along said Right-of-Way of Langford Drive for the following two(2) courses and distances, North 28 degrees 51 minutes 30 seconds West for a distance of 144.38 feet to a Point; THENCE along a curve to the left having a radius of 1,237.54 feet and an arc length of 67.70 feet and being subtended by a chord of North 29 degrees 39 minutes 37 seconds West for a distance of 67.69 feet to an Iron Pin Set; THENCE leaving said Right-of-Way, North 51 degrees 07 minutes 42 seconds East for a distance of 30.62 feet to an Iron Pin Set; THENCE North 51 degrees 07 minutes 42 seconds East for a distance of 329.19 feet to a 1/2" Rebar Found; THENCE South 32 degrees 40 minutes 27 seconds East for a distance of 99.53 feet to a 3/4" Solid Bar Found; THENCE South 55 degrees 07 minutes 13 seconds West for a distance of 165.87 feet to a 1" Open Top Pipe found at an Angle Iron and Fence Post; THENCE South 33 degrees 04 minutes 55 seconds East for a distance of 118.71 feet to an Iron Pin Set; THENCE South 47 degrees 56 minutes 59 seconds West for a distance of 113.16 feet to an Iron Pin Set; THENCE South 30 degrees 00 minutes 49 seconds East for a distance of 61.31 feet to an Iron Pin Set, said Point being along the Northerly Right-of-way of West Peachtree Street; THENCE continuing along said Right-of-Way following along a curve to the left having a radius of 6,695.14 feet and an arc length of 64.73 feet and being subtended by a chord of South 59 degrees 59 minutes 30 seconds West for a distance of 64.73 feet to an Iron Pin Set at the Mitered Right-of-Way of Langford Drive; THENCE along the Mitered Right-of-Way of Langford Drive and West Peachtree Street for the following two(2) courses and distances, North 77 degrees 05 minutes 26 seconds West for a distance of 31.45 feet to an Iron Pin Set; THENCE North 42 degrees 19 minutes 17 seconds West for a distance of 28.72 feet to an Iron Pin Set, said point being the TRUE POINT OF BEGINNING.

Said property contains 1.425 acres as shown on the Boundary Survey for Gwinnett County Department of Water Rescores, prepared by Precision Planning, Inc., dated February 7, 2013 (Job # S13104).

EXHIBIT "A-2"

DESCRIPTION OF THE NORCROSS WATER SYSTEM  
WATER DISTRIBUTIONS LINES AND APPURTANANCES

The water distribution pipelines and appearances making up the Norcross Water System as of the closing date, exclusive of the Water Tank Property described in Exhibit "A-1," is as shown on the following record documents on file with the clerk to the city council of Norcross and the clerk to the commission of Gwinnett County:

The record documents are entitled "Water Distribution for City of Norcross," dated August, 2005, by Power Engineering Associates, consisting of plates 8H, 8I, 8J, 8K, 8L, 9H, 9I, 9J, 9K, 9L, 10G, 10H, 10I, 10J, 10K, 10L, 11G, 11H, 11I, 11J, 11K, 11L, 11M, 12G, 12H, 12I, 12J, 12K, 12L, 12M, 13G, 13H, 13I, 13J, 13K, 13L, 13M, 13N, 14H, 14I, 14J, 14K, 14L, 14M, 14N, 14O, 15H, 15I, 15J, 15K, 15L, 15M, 15N, 15O, 16H, 16I, 16J, 16K, 16L, 16M, 16N, 16O, 17J, 17K, 17L, 17M, 17N, 18J, and 18K.

In addition to the water distribution pipelines and appearances described on the foregoing record documents, those appurtenances and pipelines as dedicated to the City of Norcross on plat book 121, pages 250, 251, 252, (also known as Norcross Astoria) and plat book 125, page 198 (also known as James Rhodes West Peachtree St. Property).



EXHIBIT "B"

DESCRIPTION OF NORCROSS WASTEWATER SYSTEM  
SEWER LINES, MANHOLES AND APPURTANANCES

The sewer lines, manholes and appearances making up the Norcross Wastewater System as of the closing date is as shown on the following record documents on file with the clerk to the city council of Norcross and the clerk to the commission of Gwinnett County:

Those records documents are entitled "Wastewater Distribution for City of Norcross," dated August, 2005, by Power Engineering Associates, consisting of plates 8H, 8I, 8J, 8K, 8L, 9H, 9I, 9J, 9K, 9L, 9M, 10G, 10H, 10I, 10J, 10K, 10L, 10M, 11G, 11H, 11I, 11J, 11K, 11L, 11M, 12F, 12G, 12H, 12I, 12J, 12K, 12L, 13G, 13H, 13I, 13J, 13K, 13L, 13M, 13N, 14H, 14I, 14J, 14K, 14L, 14M, 14N, 14O, 15H, 15I, 15J, 15K, 15L, 15M, 15N, 15O, 16H, 16I, 16J, 16K, 16L, 16M, 16N, 16O, 17I, 17J, 17K, 17L, 17M, 17N, 17O, 18J, and 18K.

In addition to the sewer lines, manholes and appearances described on the foregoing record documents, those appurtenances and pipelines as dedicated to the City of Norcross on plat book 121, pages 250, 251, 252, (also known as Norcross Astoria) and plat book 125, page 198 (also known as James Rhodes West Peachtree St. Property).

**EXHIBIT "C"**  
**PORTIONS OF GWINNETT COUNTY CODE**  
**THAT NORCROSS IS TO ADOPT**

**Gwinnett County, Georgia, Code of Ordinances >> PART I - RELATED LAWS >> ARTICLE II. - AUTHORITIES, BOARDS AND COMMISSIONS >> DIVISION 8. - WATER AND SEWERAGE AUTHORITY >>**

**DIVISION 8. - WATER AND SEWERAGE AUTHORITY 181**

- Sec. 1. - Short title.
- Sec. 2. - Creation; membership; appointments; terms; vacancies; officers; quorum; compensation.
- Sec. 2A. - Financial and meeting information and applications for appointment.
- Sec. 3. - Definitions.
- Sec. 4. - Powers.
- Sec. 5. - Revenue bonds—Issuance.
- Sec. 6. - Same—Form; denomination; registration; place of payment.
- Sec. 7. - Same—Signatures; seal.
- Sec. 8. - Same—Negotiability; exemption from taxation.
- Sec. 9. - Same—Sale; proceeds.
- Sec. 10. - Same—Interim receipts and certificates or temporary bonds.
- Sec. 11. - Same—Replacement of lost or mutilated bonds.
- Sec. 12. - Same—Conditions precedent to issuance.
- Sec. 13. - Credit not pledged.
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- Sec. 16. - Sinking fund.
- Sec. 17. - Remedies of bondholders.
- Sec. 18. - Refunding bonds.
- Sec. 19. - Validation.
- Sec. 20. - Venue and jurisdiction.
- Sec. 21. - Interests of bondholders protected.
- Sec. 22. - Moneys received considered trust funds.
- Sec. 23. - Rates, charges and revenues; use.
- Sec. 24. - Rules and regulations for operation of projects.
- Sec. 25. - Tort immunity.
- Sec. 26. - Powers declared supplemental and additional.
- Sec. 27. - Liberal construction of Act.

**Sec. 1. - Short title.**

This shall be known and may be cited as the "Gwinnett County Water and Sewerage Authority Act."

**Sec. 2. - Creation; membership; appointments; terms; vacancies; officers; quorum; compensation.**

There is hereby created a body corporate and politic, to be known as the Gwinnett County Water and Sewerage Authority, which shall be deemed to be a political subdivision of the State of Georgia and a public corporation thereof and by that name, style and title said body may contract and be contracted with, sue and be sued, implead and be impleaded, complain and defend in all courts of law and equity.

The Authority shall consist of five (5) members who shall be residents of Gwinnett County and who shall be appointed by the Board of Commissioners of Gwinnett County. The members of the Authority shall be appointed to serve for a term of one (1) year from the date of such appointment and until their successors shall have been selected and appointed.

The Chairman of the Board of Commissioners of Gwinnett County and one of the members of the Board of Commissioners of Gwinnett County or two of the members of the Board of Commissioners of Gwinnett County may be appointed to serve as members of the Authority, but in no event shall there be serving at any one time as members of the Authority more than two members of the Board of Commissioners or the Chairman and one member. The term of office of a member who holds his appointment by reason of his being a member of the appointing body, shall expire when his term of office as a member of such appointing body expires.

Any member of the Authority may be selected and appointed to succeed himself. Immediately after such appointments, the members of such Authority shall enter upon their duties. Any vacancy on the Authority shall be filled in the same manner as was the original appointment of the member whose termination of membership resulted in such vacancy and the person so selected and appointed shall serve for the remainder of the unexpired term. The Authority shall elect one of its members as chairman and another member as vice-chairman and it shall also elect a secretary and treasurer, who does not necessarily have to be a member of the Authority and if not a member he or she shall have no voting rights. Three members of the Authority shall constitute a quorum. No vacancy on the Authority shall impair the right of the quorum to exercise all the rights and perform all the duties of the Authority. The members of the Authority shall be compensated as determined from time to time by the governing body of Gwinnett County; however, it is expressly provided that they shall be reimbursed for all actual expenses incurred in the performance of their duties. The Authority shall make rules and regulations for its own government. It shall have perpetual existence.

*(1974 Ga. Laws, page 3815)*

#### **Sec. 2A. - Financial and meeting information and applications for appointment.**

- (a) The authority shall have conducted an annual audit of the financial affairs, books, and records of the authority. The audit shall be completed and submitted to the authority not later than 90 days after the end of each fiscal year. The authority shall obtain either a certified public accountant or a firm of such accountants to make the audit required herein in accordance with generally accepted auditing standards. All audits provided for herein shall result in submission of the certified public accountants' opinion on the financial statements which shall include, but in no way be limited to, a balance sheet and a statement of operations or statement of income or loss, and a statement of receipts and disbursements or statement of changes in financial position. Such audit shall also include a list of all written contracts entered into by the authority during the period covered by the audit which call for the authority to expend at any time in the aggregate more than \$30,000.00. Such list shall also include any employment or consultant contracts, whether or not written, under which the employee or consultant, including but not limited to accountants, engineers, and attorneys, is to be compensated at an annual rate of more than \$10,000.00, including direct and indirect or deferred benefits. A copy of such audit, except the listing of contracts, shall be published in the official organ of Gwinnett County within ten days after the final report and audit is submitted to the authority. The complete audit, including but not limited to the listing of contracts, shall be filed in the office of the Clerk of the Superior Court of Gwinnett County and be available there for public inspection at all times during regular business hours.
- (b) The authority shall establish the date, time, and place for all regular meetings, notice of which shall be published in the official organ of Gwinnett County. No action taken at such regular meetings shall be effective unless such meeting was held in conformity with such notice. The authority shall post a notice of the date, time, and place of all called meetings. Such notice shall be posted at the door of the Gwinnett County Courthouse at least 12 hours prior to such called meeting. No action taken at such called meeting shall be effective unless such notice was posted as provided and the called meeting was held in conformity with such notice.
- (c) The authority shall advertise in the legal organ of Gwinnett County for at least once a week for the three weeks immediately preceding the week in which expires the term of office of any member of the authority the name of the member whose term will expire and the date such term expires. The authority shall advertise in the legal organ of Gwinnett County for at least once a week for two weeks immediately following the week in which occurs a vacancy on the authority the name of the member who has vacated his position on the authority and the date such vacancy occurred. Such advertisement shall also give notice that interested persons may apply to the Board of Commissioners of Gwinnett County to request

that consideration be given to them for appointment to the authority. The Board of Commissioners of Gwinnett County shall establish procedures for interested persons to apply for appointment to the authority.

*(1981 Ga. Laws, page 3818; 1982 Ga. Laws, page 4670)*

### Sec. 3. - Definitions.

As used in this Act the following words and terms shall have the following meanings:

- (a) The word "Authority" shall mean the Gwinnett County Water and Sewerage Authority created by Section 2 of this Act.
- (b) The word "project" shall be deemed to mean and include the acquisition, construction and equipping of water facilities for obtaining one or more sources of water supply, the treatment of water and the distribution and sale of water to users and consumers, including, but not limited to, the State of Georgia and counties and municipalities for the purpose of resale, within and without the territorial boundaries of Gwinnett County, and additions and improvements to and extensions of such facilities and the operation and maintenance of same so as to assure an adequate water system, the acquisition, construction and equipping of sewerage facilities useful and necessary for the gathering of waste matter, and the treatment of sewage of any and every type, including, but not limited to, the acquisition and construction of treatment plants, ponds and lagoons, within and without the territorial boundaries of Gwinnett County, and additions and improvements to and extensions of such facilities and the operation and maintenance of same so as to assure an adequate sewerage system. Said water facilities and said sewerage facilities, at the discretion of the Authority, may be combined at any time as one revenue producing undertaking and operated and maintained as such.
- (c) The term "cost of the project" shall embrace the cost of construction, the cost of all lands, properties, rights, easements and franchises acquired, the cost of all machinery and equipment, financing charges, interest prior to and during construction, and for one year after completion of construction, cost of engineering, architectural, fiscal agents' and legal expenses, and of plans and specifications, and other expenses necessary or incident to determining the feasibility or practicability of the project, administrative expense, and such other expenses as may be necessary or incident to the financing herein authorized, the cost of the acquisition or construction of any project, the placing of any project in operation, and the condemnation of property necessary for such construction and operation. Any obligation or expense incurred for any of the foregoing purposes shall be regarded as a part of the cost of the project and may be paid or reimbursed as such out of the proceeds of revenue bonds issued under the provisions of this Act for such project.
- (d) The terms "revenue bonds" and "bonds" as used in this Act, shall mean revenue bonds as defined and provided for in the Revenue Bond Law (1957 Ga. Laws, page 36 et seq.) amending the law formerly known as the Revenue Certificate Law of 1937 (1937 Ga. Laws, page 761 et seq., as amended) and such type of obligations may be issued by the Authority as authorized under said Revenue Bond Law and any amendments thereto, and in addition, shall also mean obligations of the Authority the issuance of which are hereinafter specifically provided for in this Act.
- (e) Any project shall be deemed "self-liquidating" if, in the judgment of the Authority, the revenues and earnings to be derived by the Authority therefrom and all facilities used in connection therewith will be sufficient to pay the cost of operating, maintaining and repairing, improving and extending the project and to pay the principal of and interest on the revenue bonds which may be issued to finance, in whole or in part, the cost of such project or projects.

### Sec. 4. - Powers.

The Authority shall have the following powers:

- (a) To have a seal and alter the same at pleasure;
- (b) To acquire by purchase, lease or otherwise, and to hold, lease and dispose of real and personal property of every kind and character for its corporate purposes;
- (c)

To acquire in its own name by purchase, on such terms and conditions and in such manner as it may deem proper, or by condemnation in accordance with the provisions of any and all laws applicable to the condemnation of property for public use, real property, or rights or easements therein, or franchises necessary or convenient for its corporate purposes, and to use the same so long as its corporate existence shall continue and to lease or make contracts with respect to the use of or dispose of the same in any manner it deems to the best advantage of the Authority, the Authority being under no obligation to accept and pay for any property condemned under this Act except from the funds provided under the authority of this Act, and in any proceedings to condemn such orders may be made by the court having jurisdiction of the suit, action or proceedings as may be just to the Authority and to the owners of the property to be condemned, and no property shall be acquired under the provisions of this Act upon which any lien or other encumbrance exists, unless at the time such property is so acquired a sufficient sum of money be deposited in trust to pay and redeem the fair value of such lien or encumbrance; and if the Authority shall deem it expedient to construct any project on any other lands the title to which shall then be in the State of Georgia, the Governor is hereby authorized to convey, for and in behalf of the State title to such lands to the Authority upon payment to the State Treasurer for the credit of the general fund of the State of the reasonable value of such lands in accordance with the applicable laws of the State of Georgia;

- (d) To appoint, select and employ, officers, agents and employees, including engineering, architectural and construction experts, fiscal agents and attorneys, and fix their respective compensations;
- (e) To make contracts, leases and to execute all instruments necessary or convenient, including contracts for construction of projects and leases of projects or contracts with respect to the use of projects which it causes to be constructed or acquired, and any and all persons, firms and corporations and the State and any and all political subdivisions, departments, institutions or agencies of the State are hereby authorized to enter into contracts, leases or agreements with the Authority upon such terms and for such purposes as they deem advisable; and without limiting the generality of the above, authority is specifically granted to municipal corporations, counties and other political subdivisions and to the Authority to enter into contracts, lease agreements, or other undertakings relative to the furnishing of services and facilities by the Authority to such municipal corporations, counties and political subdivisions for a term not exceeding fifty (50) years;
- (f) To acquire, construct, own, repair, add to; extend, improve, equip, operate, maintain and manage projects, as hereinabove defined, the cost of any such project to be paid, in whole or in part, from the proceeds of revenue bonds of the Authority or from such proceeds and any grant or contribution from the United States of America or any agency or instrumentality thereof or from the State of Georgia or any agency or instrumentality thereof;
- (g) To accept loans and/or grants of money or materials or property of any kind from the United States of America or any agency or instrumentality thereof, upon such terms and conditions as the United States of America or such agency or instrumentality may require;
- (h) To accept loans and or grants of money or materials or property of any kind from the State of Georgia or any agency or instrumentality or political subdivision thereof, upon such terms and conditions as the State of Georgia or such agency or instrumentality or political subdivision may require;
- (i) To borrow money for any of its corporate purposes and to issue negotiable revenue bonds payable solely from funds pledged for that purpose, and to provide for the payment of the same and for the rights of the holders thereof;
- (j) To exercise any power usually possessed by private corporations performing similar functions, which is not in conflict with the Constitution and laws of this State; and
- (k) To do all things necessary or convenient to carry out the powers expressly given in this Act.

#### **Sec. 5. - Revenue bonds—Issuance.**

The Authority, or any authority or body which has or which may in the future succeed to the powers, duties and liabilities vested in the Authority created hereby, shall have power and is hereby authorized to provide by resolution for the issuance of negotiable revenue bonds for the purpose of paying all or any part of the cost as herein defined of any one or more projects. The principal of and interest on such revenue bonds shall be payable

solely from the special fund herein provided for such payment. The bonds of each issue shall be dated, shall bear interest at such rate or rates per annum, payable at such time or times, shall mature at such time or times not exceeding 40 years from their date or dates, shall be payable in such medium of payment as to both principal and interest as may be determined by the Authority, and may be made redeemable before maturity, at the option of the Authority, at such price or prices and under such terms and conditions as may be fixed by the Authority in the resolution providing for the issuance of bonds.

**Sec. 6. - Same—Form; denomination; registration; place of payment.**

The Authority shall determine the form of the bonds, including any interest coupons to be attached thereto, and shall fix the denomination or denominations of the bonds and the place or places of payment of the principal thereof and the interest thereon, which may be at any bank or trust company within or without the State. The bonds may be issued in coupon or registered form, or both, as the Authority may determine, and provision may be made for the registration of any coupon bond as to principal alone and also as to both principal and interest.

**Sec. 7. - Same—Signatures; seal.**

In case any officer whose signature shall appear on any bonds or whose facsimile signature shall appear on any coupon shall cease to be such officer before the delivery of such bonds, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery. All such bonds shall be signed by the chairman of the Authority and official seal of the Authority shall be affixed thereto and attested by the secretary and treasurer of the Authority and any coupons attached thereto shall bear the facsimile signatures of the chairman and secretary and treasurer of the Authority. Any coupon may bear the facsimile signatures of such persons and any bond may be signed, sealed and attested on behalf of the Authority by such persons as at the actual time of the execution of such bonds shall be duly authorized or hold the proper office, although at the date of such bonds such persons may not have been so authorized or shall not have held such office.

**Sec. 8. - Same—Negotiability; exemption from taxation.**

All revenue bonds issued under the provisions of this Act shall have and are hereby declared to have all the qualities and incidents of negotiable instruments under the laws of the State. Such bonds, their transfer and the income thereof shall be exempt from all taxation within the State.

**Sec. 9. - Same—Sale; proceeds.**

The Authority may sell such bonds in such manner and for such price as it may determine to be for the best interest of the Authority and the proceeds derived from the sale of such bonds shall be used solely for the purpose provided in the proceedings authorizing the issuance of such bonds.

**Sec. 10. - Same—Interim receipts and certificates or temporary bonds.**

Prior to the preparation of definitive bonds, the Authority may, under like restrictions issue interim receipts, interim certificates or temporary bonds, with or without coupons exchangeable for definitive bonds upon the issuance of the latter.

**Sec. 11. - Same—Replacement of lost or mutilated bonds.**

The Authority may also provide for the replacement of any bonds and coupons which shall become mutilated or be destroyed or lost.

**Sec. 12. - Same—Conditions precedent to issuance.**

Such revenue bonds may be issued without any other proceedings or the happening of any other conditions or things other than those proceedings, conditions and things which are specified or required by this Act. Any resolution, providing for the issuance of revenue bonds under the provisions of this Act shall become

effective immediately upon its passage and need not be published or posted, and any such resolution may be passed at any regular or special or adjourned meeting of the Authority by a majority of its members.

**Sec. 13. - Credit not pledged.**

Revenue bonds issued under the provisions of this Act shall not be deemed to constitute a debt of Gwinnett County nor a pledge of the faith and credit of said county, but such bonds shall be payable solely from the fund hereinafter provided for and the issuance of such revenue bonds shall not directly, indirectly or contingently obligate said county to levy or to pledge any form of taxation whatever therefor or to make any appropriation for their payment, and all such bonds shall contain recitals on their face covering substantially the foregoing provisions of this Section.

**Sec. 14. - Trust indenture as security.**

In the discretion of the Authority, any issue of such revenue bonds may be secured by a trust indenture by and between the Authority and a corporate trustee, which may be any trust company or bank having the powers of a trust company within or without the State. Such trust indenture may pledge or assign fees, tolls, revenues and earnings to be received by the Authority. Either the resolution providing for the issuance of revenue bonds or such trust indenture may contain such provisions for protecting and enforcing the rights and remedies of the bondholders as may be reasonable and proper and not in violation of law, including covenants setting forth the duties of the Authority in relation to the acquisition of property, the construction of the project, the maintenance, operation, repair and insuring of the project, and the custody, safeguarding and application of all monies, and may also provide that any project shall be constructed and paid for under the supervision and approval of consulting engineers or architects employed or designated by the Authority, and satisfactory to the original purchasers of the bonds issued therefor, and may also require that the security given by contractors and by any depository of the proceeds of the bonds or revenues or other moneys be satisfactory to such purchasers, and may also contain provisions concerning the conditions, if any, upon which additional revenue bonds may be issued. It shall be lawful for any bank or trust company incorporated under the laws of this State to act as such depository and to furnish such indemnifying bonds or pledge such securities as may be required by the Authority. Such indenture may set forth the rights and remedies of the bondholders and of the trustee, and may restrict the individual right of action of bondholders as is customary in trust indentures securing bonds and debentures of corporations. In addition to the foregoing, such trust indenture may contain such other provisions as the Authority may deem reasonable and proper for the security of the bondholders. All expenses incurred in carrying out such trust indenture may be treated as a part of the cost of maintenance, operation and repair of the project affected by such indenture.

**Sec. 15. - To whom proceeds of bonds shall be paid.**

The Authority shall, in the resolution providing for the issuance of revenue bonds or in the trust indenture, provide for the payment of the proceeds of the sale of the bonds to any officer or person who or any agency, bank or trust company which shall act as trustee of such funds and shall hold and apply the same to the purposes hereof, subject to such regulations as this Act and such resolutions or trust indentures may provide.

**Sec. 16. - Sinking fund.**

The revenues, fees, tolls and earnings derived from any particular project or projects, regardless of whether or not such fees, earnings, and revenues were produced by a particular project for which bonds have been issued unless otherwise pledged and allocated, may be pledged and allocated by the Authority to the payment of the principal and interest on revenue bonds of the Authority as the resolution authorizing the issuance of the bonds or in the trust instrument may provide, and such funds so pledged from whatever source received, which said pledge may include funds received from one or more or all sources, shall be set aside at regular intervals as may be provided in the resolution or trust indenture, into a sinking fund which said sinking fund shall be pledged to and charged with the payment of (1) the interest upon such revenue bonds as such interest shall fall due, (2) the principal of the bonds as the same shall fall due, (3) the necessary charges of paying agents for paying principal and interest and other investment charges, and (4) any premium upon bonds retired by call or



purchase as hereinabove provided. The use and disposition of such sinking fund shall be subject to such regulations as may be provided in the resolution authorizing the issuance of the revenue bonds or in the trust indenture, but, except as may otherwise be provided in such resolution or trust indenture, such sinking fund shall be maintained as a trust account for the benefit of all revenue bonds without distinction or priority of one over another. Subject to the provisions of the resolution authorizing the issuance of the bonds or in the trust indenture any surplus monies in the sinking fund may be applied to the purchase or redemption of bonds and any such bonds so purchased or redeemed shall forthwith be cancelled and shall not again be issued.

#### **Sec. 17. - Remedies of bondholders.**

Any holder of revenue bonds issued under the provisions of this Act or any of the coupons appertaining thereto, and the trustee under the trust indenture, if any, except to the extent the rights herein given may be restricted by resolution passed before the issuance of the bonds or by the trust indenture, may, either at law or in equity, by suit, action, mandamus, or other proceedings, protect and enforce any and all rights under the laws of the State of Georgia or granted hereunder or under such resolution or trust indenture, and may enforce and compel performance of all duties required by this Act or by such resolution or trust indenture, to be performed by the Authority, or any officer thereof, including the fixing, charging, and collecting of revenues, fees, tolls, and other charges for the use of the facilities and services furnished.

#### **Sec. 18. - Refunding bonds.**

The Authority is hereby authorized to provide by resolution for the issuance of bonds of the Authority for the purpose of funding or refunding any revenue bonds issued under the provisions of this Act and then outstanding, together with accrued interest thereon and premium, if any. The issuance of such funding or refunding bonds, the maturities and all other details thereof, the rights of the holders thereof, and the duties of the Authority in respect to the same, shall be governed by the foregoing provisions of this Act insofar as the same may be applicable.

#### **Sec. 19. - Validation.**

Bonds of the Authority shall be confirmed and validated in accordance with the procedure of the Revenue Bond Law, as amended. The petition for validation shall also make party defendant to such action the State of Georgia or any municipality, county, authority, political subdivision or instrumentality of the State of Georgia which has contracted with the Authority for the services and facilities of the project for which bonds are to be issued and sought to be validated and the State or such municipality, county, authority, political subdivision or instrumentality shall be required to show cause, if any exist, why such contract or contracts and the terms and conditions thereof should not be inquired into by the court and the contract or contracts adjudicated as a part of the basis of the security for the payment of any such bonds of the Authority. The bonds when validated, and the judgment of validation shall be final and conclusive with respect to such bonds and the security for the payment thereof and interest thereon and against the Authority issuing the same, and the State and any municipality, county, authority, political subdivision or instrumentality if a party to the validation proceedings, contracting with the said Gwinnett County Water and Sewerage Authority.

#### **Sec. 20. - Venue and jurisdiction.**

Any action to protect or enforce any rights under the provisions of this Act or any suit or action against such Authority shall be brought in the Superior Court of Gwinnett County, Georgia, and any action pertaining to the validation of any bonds issued under the provisions of this Act shall likewise be brought in said court which shall have exclusive, original jurisdiction of such actions.

#### **Sec. 21. - Interests of bondholders protected.**

While any of the bonds issued by the Authority remain outstanding, the powers, duties or existence of said Authority or of its officers, employees or agents shall not be diminished or impaired in any manner that will affect adversely the interests and rights of the holders of such bonds, and no other entity, department, agency or

authority will be created which will compete with the Authority to such an extent as to affect adversely the interests and rights of the holders of such bonds, nor will the State itself so compete with the Authority. The provisions of this Act shall be for the benefit of the Authority and the holders of any such bonds, and upon the issuance of bonds under the provisions hereof, shall constitute a contract with the holders of such bonds.

**Sec. 22. - Moneys received considered trust funds.**

All moneys received pursuant to the authority of this Act, whether as proceeds from the sale of revenue bonds, as grants or other contributions, or as revenues, income, fees and earnings, shall be deemed to be trust funds to be held and applied solely as provided in this Act.

**Sec. 23. - Rates, charges and revenues; use.**

The Authority is hereby authorized to prescribe and fix rates and to revise same from time to time and to collect fees, tolls and charges for the services, facilities and commodities furnished, and in anticipation of the collection of the revenues of such undertaking or project, to issue revenue bonds as herein provided to finance, in whole or in part, the cost of the acquisition, construction, reconstruction, improvement, betterment or extension of a water system, a sewerage system or a combined water and sewerage system, and to pledge to the punctual payment of said bonds and interest thereon, all or any part of the revenues of such undertaking or project, including the revenues of improvements, betterments or extensions thereto thereafter made.

**Sec. 24. - Rules and regulations for operation of projects.**

It shall be the duty of the Authority to prescribe rules and regulations for the operation of the project or projects constructed under the provisions of this Act, including the basis on which water service and facilities, sewerage service and facilities, or both, shall be furnished.

**Sec. 25. - Tort immunity.**

The Authority shall have the same immunity and exemption from liability for torts and negligence as Gwinnett County; and the officers, agents and employees of the Authority when in the performance of the work of the Authority shall have the same immunity and exemption from liability for torts and negligence as the officers, agents and employees of Gwinnett County when in performance of their public duties or work of the County.

**Sec. 26. - Powers declared supplemental and additional.**

The foregoing sections of this Act shall be deemed to provide an additional and alternative method for the doing of the things authorized thereby and shall be regarded as supplemental and additional to powers conferred by other laws, and shall not be regarded as in derogation of any powers now existing. This Act does not in any way take from Gwinnett County or any municipality located therein or any adjoining county the authority to own, operate and maintain a water system, a sewerage system or a combined water and sewerage system, or to issue revenue bond as is provided by the Revenue Bond Law.

**Sec. 27. - Liberal construction of Act.**

This Act being for the welfare of various political subdivisions of the State and its inhabitants, shall be liberally construed to effect the purposes hereof.

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**FOOTNOTE(S):**

<sup>(\*)</sup> *Editor's note— Printed herein is 1970 Ga. Laws, page 2827 which created the Gwinnett County Water and Sewerage Authority. Amendments to the act are indicated by parenthetical history notes following amended provisions. The absence of a history note indicates that the provision remains unchanged from the original act. Section number designations of the original act have been retained. Obvious misspellings have been corrected without notation. For stylistic purposes, a uniform system of headings, catchlines and citations to state statutes has been used. Additions made for clarity are indicated by brackets. (Back)*

<sup>(b)</sup> Code references—Solid waste, ch. 90; utilities, ch. 114; on-site sewage management systems, app. A; sewage collection, treatment and construction, app. B; solid waste collection and disposal services, app. C. [\(Back\)](#)

Gwinnett County, Georgia, Code of Ordinances >> PART I - RELATED LAWS >> ARTICLE VIII. - SEWER AND WATER SYSTEM >>

**ARTICLE VIII. - SEWER AND WATER SYSTEM** <sup>1291</sup>

- Sec. 1. - Authority.
- Sec. 2. - Definitions.
- Sec. 3. - Water pollution control department.
- Sec. 4. - Jurisdiction.
- Sec. 5. - Water department.
- Sec. 6. - Jurisdiction.
- Sec. 7. - Combined department.
- Sec. 8. - Sewer system.
- Sec. 9. - Water system.
- Sec. 10. - Definitions, assessments, etc.
- Sec. 11. - Petitions.
- Sec. 12. - Hearing, etc.
- Sec. 13. - Cost of construction, etc.
- Sec. 14. - Assessments.
- Sec. 15. - Same.
- Sec. 16. - Same.
- Sec. 17. - Costs.
- Sec. 18. - Pledge of assessments.
- Sec. 19. - Rights-of-way.

**Sec. 1. - Authority.**

The authority heretofore granted to Gwinnett County to establish and administer sewerage and water systems by the Constitution of the State of Georgia and amendments thereto, shall be exercised in the manner hereinafter prescribed in this Act.

**Sec. 2. - Definitions.**

Where the term "commissioners" is used in this Act, it shall refer to the board of commissioners of Gwinnett County, Georgia, or to any officer or officers who may by law hereafter enacted be vested with control of the fiscal affairs of said county.

**Sec. 3. - Water pollution control department.**

The commissioners are hereby authorized to establish and create a water pollution control department for the purpose of constructing, maintaining and operating all sewer lines, sewage pumping stations, water pollution control plants and appurtenances, now or hereafter, belonging to Gwinnett County and to appoint a superintendent of said department and such employees and personnel as may be required to carry into effect the provisions of this Act. The county engineer may serve as superintendent of the water pollution control department.

**Sec. 4. - Jurisdiction.**

The jurisdiction of said water pollution control department shall extend over all sewer lines, sewage pumping stations, water pollution control plants and appurtenances located in the territory of Gwinnett County outside the corporate limits of any municipality, and shall extend the sewer lines, sewage pumping stations, water pollution control plants and appurtenances within the corporate limits of any municipality, either wholly or partly

within the boundaries of Gwinnett County, by the consent or agreement of the governing authorities of such municipalities. No municipalities may extend sewer lines into territory of Gwinnett County outside corporate limits of any municipality except by the consent or agreement of the governing authority of Gwinnett County.

**Sec. 5. - Water department.**

The commissioners are hereby authorized to establish and create a water department for the purpose of constructing and maintaining water lines, pumping stations, water treatment plants and appurtenances, and to appoint a manager of the Gwinnett County Water Department, and such employees and personnel as may be required to carry into effect the provisions of this Act.

**Sec. 6. - Jurisdiction.**

The jurisdiction of said water department shall extend over all water lines, pumping stations, water treatment plants and appurtenances located in the territory of Gwinnett County outside the corporate limits of any municipality, and shall extend water lines, pumping stations, water treatment plants and appurtenances within the corporate limits of any municipality, either wholly or partly, within the boundaries of Gwinnett County, by the consent or agreement of the governing authorities of such municipalities. No municipality may extend water lines into territory of Gwinnett County outside corporate limits of any municipality except by the consent or agreement of the governing authority of Gwinnett County.

**Sec. 7. - Combined department.**

The commissioners may combine the water pollution control department and the Gwinnett County Water Department under another department and appoint a superintendent of said department.

**Sec. 8. - Sewer system.**

The commissioners are given full and complete authority to lay, construct and maintain sewers, sewage pumping stations, water pollution control plants, and appurtenances within the jurisdiction of the water pollution control department as hereinbefore defined and to determine when the construction of sewers is necessary and shall be the sole judge of the boundary and extent of such sewer lines.

**Sec. 9. - Water system.**

The commissioners are given full and complete authority to lay, construct and maintain water lines, water pumping stations, water treatment plants and appurtenances within the jurisdiction of the water department as hereinbefore defined and to determine when the construction of water lines is necessary and shall be the sole judge of the boundary and extent of such water lines, provided the feasibility of the water lines are approved by the Gwinnett County Water Department Managing and Advisory Engineers.

**Sec. 10. - Definitions, assessments, etc.**

Whenever a sewer line or a water line is so constructed that the abutting property may be directly connected thereto, said sewer line or water line shall be known and designated as a lateral sewer line or a lateral water line. The commissioners shall provide by regulation a method for determining the cost of laying of any such lateral sewer or lateral water line and the proportion of the cost to be assessed against the property which may be connected thereto so that the cost of same may be equitably assessed against the property and the owners thereof to be served by said sewer line or water line. However, no assessment shall be made against abutting property unless the same may be directly connected to said sewer line or water line, nor shall any cost in excess of the cost of laying an eight-inch sewer line or an eight-inch water line, be assessed against abutting property owners. In no event shall a lateral sewer line or a lateral water line be laid and the cost thereof assessed against abutting property owners unless the same is consented to in writing by the owners of 15 percent of the property to be served by said sewer line or by said water line and to be assessed for the cost thereof.

**Sec. 11. - Petitions.**

When a petition signed by 51 percent of the abutting property owners requesting the construction of a lateral sewer line or a lateral water line and consenting to an assessment for the cost thereof has been filed with the commissioners, said petition may not thereafter be withdrawn nor may any individual's or firm's or corporation's signature affixed thereto be thereafter removed or deleted from said petition.

**Sec. 12. - Hearing, etc.**

Whenever any lateral sewer or lateral water line is to be laid and the cost thereof assessed against abutting property owners, the commissioners shall set a date for a hearing on such proposed sewer construction or water line construction and shall publish a notice thereof in the newspaper in Gwinnett County in which sheriff's advertisements are published at least once ten days prior to the date of said hearing, which notice shall give a brief description of the location of said sewer line or said water line, its beginning and its terminus and shall set forth the time and place of the hearing. At said hearing which shall be before the commissioners, it shall be in order for any person by himself, agent or attorney, whose property and interest is affected by the construction of said sewer or water line to present evidence in objection thereto. After said hearing the commissioners shall make a decision with reference to said sewer construction or water line construction in the best interest of the county and the territory to be served. Said decision shall be entered on the minutes of the commissioners and, if the construction of the sewer or water line is ordered, the same shall be construed as a public necessity and all matters necessary to the construction of the same and the assessment of the cost thereof against the abutting property and the owners thereof shall be determined.

**Sec. 13. - Cost of construction, etc.**

The commissioners, after determining the cost of construction of said sewer or water line, including the cost of acquiring rights-of-way, if any is to be acquired, and all costs necessary therefore, including the cost of engineering, supervision and inspection and including up to ten percent of the construction cost as a reserve for uncollected assessments, shall proceed to pay and construct the same either by the county's forces or public works department, or by contract as in their judgment seems best.

**Sec. 14. - Assessments.**

The commissioners after the laying and construction of any sewer or water line in any designated area may prescribe regulations for the making up of an assessment roll properly describing said sewer line or water line and how the owners of the abutting property are to be assessed with the total cost of construction of any given project. However, in making assessment against abutting property, the same shall be equitable and in proportion to the street frontage to be served by said sewer or water line.

**Sec. 15. - Same.**

All assessments for the cost of construction of sewers or water lines against the property and the owners thereof shall be liens against the property served by the sewer or water lines from the date of the adoption of the resolution authorizing said sewer line or water line.

**Sec. 16. - Same.**

Said commissioners shall provide by regulation for a sewer improvement docket and a water line improvement docket for the listing of property owners and property and the amounts assessed thereon; and shall have authority to establish by regulation how much assessments may be paid and they may provide that the same be prepaid or paid in annual installments not in excess of ten years, and said commissioners shall provide by regulation for the due dates of such installments, and payments and rates of interest and shall provide by regulation that executions shall issue by a designated trustee bank for the collection of such assessments, said designation of the trustee bank to be signed by the board of commissioners of Gwinnett County, Georgia. Said executions shall be issued by said trustee bank in the name of Gwinnett County and shall be recorded on the general execution docket in the office of the clerk of superior court of said county and shall be turned over to the

sheriff for collection as other fi fas, and in the event the defendant in fi fa shall claim that the amount thereof, or some part of same is not owing, and that the same is proceeding illegally, he may file illegality thereto, and procedure thereon, in that event shall be the same as provided for illegalities in case of tax fi fas.

#### Sec. 17. - Costs.

The commissioners are hereby authorized to provide by regulation and rules for the assessment and collection of a front foot assessment, reasonable real property tax, connection charge, service charge, and standby charge, for the construction, operation, and maintenance of said sewer lines, pumping stations, water pollution control plants, and appurtenances. Said service charge may be made on the basis of gallonage of water metered to the property served by said sewer and strength of sewage or waste, or on any other basis considered by the commissioners to be fair and equitable. Such service charge shall be paid on a monthly, quarterly or annual basis as provided for in the rules and regulations to be adopted. Such front foot assessments shall be made on all properties which may be directly connected to any sewer line and appurtenances constructed under the provision of this Act. Such real property tax shall be levied on all properties which may be benefitted by any sewer line, pumping station, water pollution control plant, and appurtenances constructed under the provision of this Act. Within two years from the date the water pollution control plant or point of waste water disposal is certified by the commissioners as complete and ready for operation, each improved property shall be connected to the available sewer. Said connection charge shall be made and said service charge shall start when the sewer connection is actually made or two years from the date the water pollution control plant or point of waste water disposal is certified by the commissioners as complete and ready for operation whichever date occurs first. The commissioners shall provide by regulations the method and manner of assessment and collecting such taxes, connection and service charges and for the issuance of fi fas therefor, if necessary and the collection thereof. Any taxes or charges as herein provided shall become a lien on the property served or benefitted by said sewer line, pumping station, water pollution control plant and appurtenances.

#### Sec. 18. - Pledge of assessments.

The commissioners are hereby authorized to pledge all assessments, taxes and charges from said sewer system or water system, or such part thereof as they may determine, as security for the payment of any revenue certificates or assessment bonds which may be issued in connection with the sewer system or water system in accordance with the law.

#### Sec. 19. - Rights-of-way.

The commissioners shall be authorized to acquire the title to any lands or rights-of-way or easements which may be required in the exercise of the powers herein granted either by purchase or by condemnation under the power of eminent domain.

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#### FOOTNOTE(S):

<sup>(23)</sup> *Editor's note— Printed herein is 1969 Ga. Laws, page 3040 regarding the operation and construction of sewerage and water systems in the county. Amendments to the act are indicated by parenthetical history notes following amended provisions. The absence of a history note indicates that the provision remains unchanged from the original act. Obvious misspellings have been corrected without notation. For stylistic purposes, a uniform system of headings, catchlines and citations to state statutes has been used. Additions made for clarity are indicated by brackets. (Back)*

Gwinnett County, Georgia, Code of Ordinances >> PART II - CODE OF ORDINANCES >> Chapter 114 - UTILITIES >>

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**Chapter 114 - UTILITIES** 1107

- ARTICLE I. - IN GENERAL
- ARTICLE II. - WATER SERVICE
- ARTICLE III. - SEWER SERVICE
- ARTICLE IV. - SYSTEM DEVELOPMENT CHARGES

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**FOOTNOTE(S):**

<sup>(107)</sup> *Cross reference— Buildings and building regulations, ch. 14; businesses, ch. 18; cable and video service, ch. 22; alarm systems, § 38-26 et seq.; environment, ch. 42; manufactured homes and trailers, ch. 70; planning and development, ch. 86; storm water management, ch. 100; subdivisions, ch. 102; solid waste collection and disposal services, app. C. (Back)*

<sup>(107)</sup> *Related laws reference—Water and sewerage authority, art. II, div. 8; also Part I Article VIII. (Back)*

<sup>(107)</sup> *State Law reference— Power of city or county to provide stormwater, sewerage collection and disposal systems, Ga. Const. art. 9, sec. 2, par. 3; dumping certain wastes in storm or sanitary sewers prohibited, O.C.G.A. § 12-8-2; Solid Waste Management Act, O.C.G.A. § 12-8-20 et seq.; adoption of ordinances, rules and regulations relating to payment for street improvements and construction of water, gas and sewer connections; payment of costs of connections, O.C.G.A. § 36-39-7. (Back)*

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Gwinnett County, Georgia, Code of Ordinances >> PART II - CODE OF ORDINANCES >> Chapter 114 - UTILITIES >>  
ARTICLE I. - IN GENERAL >>

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**ARTICLE I. - IN GENERAL**

Secs. 114-1—114-25. - Reserved.

**Secs. 114-1—114-25. - Reserved.**

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Gwinnett County, Georgia, Code of Ordinances >> PART II - CODE OF ORDINANCES >> Chapter 114 - UTILITIES >>  
ARTICLE II. - WATER SERVICE >>

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**ARTICLE II. - WATER SERVICE**

- DIVISION 1. - WATER USE
- DIVISION 2. - WATER CONSERVATION AND DROUGHT RESTRICTION
- DIVISION 3. - CROSS CONNECTION CONTROL AND BACKFLOW PREVENTION

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Gwinnett County, Georgia, Code of Ordinances >> PART II - CODE OF ORDINANCES >> Chapter 114 - UTILITIES >>  
ARTICLE II. - WATER SERVICE >> DIVISION 1. - WATER USE >>

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**DIVISION 1. - WATER USE** 1108

- Sec. 114-26. - Definitions.
- Sec. 114-27. - Prohibitions.
- Sec. 114-28. - Restrictions.
- Sec. 114-29. - Water construction standards.
- Sec. 114-30. - Administrative fines.
- Sec. 114-31. - Penalties.



Sec. 114-32. - Discontinuance of water service for nonpayment: liens.

Secs. 114-33—114-50. - Reserved.

### Sec. 114-26. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Pipe, hose, fire hydrant, water line, water main, valve, pressure regulator, and water meter* means only those devices owned or leased by the County and/or the Water and Sewerage Authority.

*Director* means the Director of Water Resources and/or the officials that he or she may designate to administer the various provisions of this Ordinance.

(WUC-2010, 12-14-10)

### Sec. 114-27. - Prohibitions.

- (a) *Unauthorized Connections.* No person shall connect to, tap on, or discharge water from any water line or water main belonging to the County without first obtaining the permission of the DWR through permits or other means to do so, and paying the required deposits or account initiation fees, tap fees, system development charges, and connection charges.
- (b) *Meter Tampering.* No person shall break, alter, change the reading of, or tamper with the mechanism of any water meter of the County without the authority of the Department of Water Resources (DWR).
- (c) *Bypassing Meter.* No person shall attach any pipe, device or mechanism of any kind or type to any water line, pipe or main, in such a manner as to cause any water to flow through, by or around any County water meter without the meter properly measuring and recording the quantity thereof.
- (d) *Taking Water by any Method to Avoid Payment.* No person shall attach any pipe, device or mechanism of any type or kind to any County water line, pipe or main, in such a manner as to take water to avoid payment.
- (e) *Obstructing Meter.* No person shall cover a water meter with dirt or other material so that the cover or top of the meter is not visible to DWR personnel, meter inspectors, meter readers or contract personnel contracted to read meters.
- (f) *Unauthorized Reconnection.* No person shall, without authority from DWR, reconnect or turn on any water connection, where the water connection has been disconnected by DWR personnel or authorized contractor personnel for nonpayment of water bills, or for other purposes.
- (g) *Unauthorized Use of Fire Hydrants.* No person shall attach a hose, pipe or other mechanism to a County fire hydrant or open a fire hydrant or alter in any way a fire hydrant without first obtaining permission from DWR or the Gwinnett County Fire Chief except in case of a fire that threatens public safety. Fire hoses attached to hydrants for use without authorization may be confiscated by DWR.
- (h) *Preventing Access or Obstructing Valves.* No person shall remove or cover a water valve box with dirt or other material so that the cover or top of the valve box is not visible or direct access to the valve is denied to DWR personnel or other personnel authorized by DWR.
- (i) *Unauthorized Operation of Valves or Other Water System Control or Regulating Devices.* No person shall operate or change the adjustment of any water system valve, pressure regulating device, or other water system control device without first obtaining written approval from DWR.
- (j) *Damage of Water Distribution System.* No person shall damage, destroy, deface, impair the function of, or otherwise vandalize any portion of the County water distribution system, air release valves, pump stations treatment systems, or other appurtenances.

(WUC-2010, 12-14-10)

### Sec. 114-28. - Restrictions.

- (a)

*Permission Required to Use Unmetered Water.* No person shall attach any pipe, device or other mechanism of any type or kind to any County water line, pipe or main where a water meter has not been installed and the water taken there from does not flow through a water meter without first obtaining permission from DWR.

- (b) *Use of Water from Fire Hydrants.* A fire hydrant permit and/or meter and an approved backflow prevention device or air gap are required for use of a fire hydrant for any purpose by non-County personnel or contractors. The DWR Director may establish fees and rates for authorized hydrant metering and usage.
- (c) *Permanent Easement Restrictions.* Permanent easements for water facilities are for the County to install, inspect, observe, measure, sample, repair, protect, maintain and operate any portion of the water facilities lying within such easement. It is essential that access to the easement not be obstructed. Although the property owner owns the underlying fee simple title to the land within the easement area subject to the easement rights, all construction, digging, grubbing, clearing, filling, or other earth moving or construction activities by the owner in the permanent easement area are prohibited without prior permission from the DWR Director or his or her representative. Permanent structures shall not be permitted within the easement or easement setback. In addition, nonstructural improvements on easements such as walkways and landscaping are subject to removal at the owner's risk. The County shall not be responsible for replacing anything within the easement that must be removed to access, install, inspect, observe, measure, sample, repair, protect, maintain and operate the facilities.

(WUO-2010, 12-14-10)

#### **Sec. 114-29. - Water construction standards.**

- (a) *General.* All extensions of the water system shall be designed and built in accordance with current DWR standards. The standards shall be those stated in the latest edition of water installation regulations and specifications for Gwinnett County, which is available at DWR and at the Department of Planning and Development. No installation of pipe or other materials for water extensions shall be allowed until the required information is received and the design is approved by Gwinnett County. Inspection and acceptance procedures shall be specified in these standards.
- (b) *Prohibitions.* No building service lines shall be connected to a public water main or meter until as-built drawings are received and until the extension has been inspected, tested, and accepted in writing for County operation and maintenance. Distributing drinking water from the existing public water distribution system through the development extension is prohibited until as-built drawings are received and until the extension has been inspected, tested, and accepted in writing for County operation and maintenance. Groundwater, rainwater, mud, gravel, and debris shall be kept out of the public water distribution system at all times, including during construction.
- (c) *Other Regulations.* Design and construction of water system extensions shall comply with all local, state, and federal rules and regulations pertaining to water line installation, including but not limited to rules and regulations for safety, erosion and sediment control, stream buffer protection, wetlands, and water quality standards.
- (d) *Authority.* The Director is hereby authorized to issue and from time to time amend the water installation regulations and specifications.
- (e) *Enforcement.* Failure to comply with the provisions of this Section may result in enforcement and fines as described in this Ordinance.

(WUO-2010, 12-14-10)

#### **Sec. 114-30. - Administrative fines.**

- (a) The Director may issue administrative fines for the following infractions:
  - (1) Meter tampering and meter repair;
  - (2) Hydrant tampering and repair;
  - (3) Valve tampering and repair;
  - (4) Violations of the Cross-Connection Control and Backflow Prevention Ordinance at Sections 114-76 through 114-87; and

- (5) Unauthorized use.
- (b) When the Director finds that a person has violated, or continues to violate, any provision of this Ordinance, the Director may issue a fine in an amount not to exceed one thousand dollars (\$1,000). Such fines shall be assessed on a per-violation, per-day basis. Fines may be assessed for each day during the period of violation.
- (c) Unpaid charges, fees, fines, and penalties shall, after thirty (30) calendar days, be assessed an additional penalty of ten percent (10%) of the unpaid balance, and interest shall accrue thereafter at a rate of ten percent (10%) per month. A lien against the person's property shall be sought for unpaid charges, fines, and penalties.
- (d) Persons desiring to dispute administrative fines must file a written request for the Director to reconsider the fine along with full payment of the fine amount within fourteen (14) days of being notified of the fine. Where a request has merit, the Director may convene an administrative hearing on the matter. In the event the person's appeal is successful, the payment, together with any interest accruing thereto, shall be returned to the person.
- (e) Issuance of an administrative fine shall not be a bar against, or a prerequisite for, taking any other action against the person in violation.

(WUO-2010, 12-14-10)

#### **Sec. 114-31. - Penalties.**

- (a) *Civil Penalties.* Violations of this article may be prosecuted upon citations issued by officers of the County Police Department or by employees of the Gwinnett County Department of Water Resources (DWR) designated by the Director of DWR. The violation of any provision of this article shall be punishable by a fine for each offense or violation not to exceed one thousand dollars (\$1,000) for each offense or violation.
- (b) *Criminal Penalties.* Knowingly violating any provision of this article which poses or could pose a threat to public health or safety shall be considered a criminal act and shall be punishable by imprisonment and fines commensurate with the risk to the public as determined by the Judiciary.
- (c) *Additional Penalties.* In addition to civil and criminal penalties, any person violating any provision of this article may be liable to pay restitution in the discretion of the court for:
  - (1) The total cost incurred by the County to repair or replace facilities damaged as a result of the violation.
  - (2) Any injury or damage to person or property or loss of services resulting from the violation.

(WUO-2010, 12-14-10)

#### **Sec. 114-32. - Discontinuance of water service for nonpayment; liens.**

- (a) *Discontinuance of service.*
  - (1) Whenever the owner or lessee of any property/parcel served by water or sewer shall fail to pay any charge, fee, fine or assessment related to such service when such charge or assessment shall become due and after the owner or the occupant of the premises/parcel thereof has been notified by the inclusion of the amount of the past due bill on the current water or sewer bill or a separate bill, and given an opportunity to pay and fails to promptly pay same, water service to the premises shall be discontinued and the county shall not again supply water to the building, place or premises/parcel until the arrears shall be fully paid, subject to the provisions of subsection (2), below. DWR may establish and impose a fee to defray the costs of handling delinquent accounts and terminating and reestablishing service in connection herewith.
  - (2) Service shall not be refused to the owner, occupant, or lessee of a single or multifamily residential property/parcel because of indebtedness to the county of a previous owner, occupant, or lessee provided that water has been furnished through a separate water meter for each residential unit. Service may be refused when, in the opinion of the DWR director, a change in the account holder's name, or other action, is an attempt to avoid payment of a previous indebtedness.
  - (3) When the owner/lessee of any property/parcel is served water service by Gwinnett County and the sewer and/or other service is provided by another local government, the director is authorized to

allow the other local government, through an Intergovernmental Agreement (IGA) approved by the Gwinnett Board of Commissioners, to terminate water service for non-payment of water, sewer and other service charges that are on the same billing statement.

(b) *Liens.*

- (1) All water and sewer charges and assessments shall become liens upon the property/parcel benefited by such water and sewer service from the date such charges and assessments become due and payable.
- (2) Whenever the owner of any property/parcel chargeable for water or sewer services shall fail to pay any charge or assessment when it shall become due, execution shall issue in the name of the board of commissioners and shall be signed by the DWR or a designated representative.
- (3) Such execution shall issue in rem against the property/parcel benefited by the service, and in personam against the owner thereof, and shall include, in addition to principal and interest at the rate of one percent per month, a fee for the issuance of the same as may be established from time to time by the director of DWR.
- (4) All executions issued against the property/parcel and the owner thereof shall immediately be recorded on the general execution docket in the office of the clerk of the superior court of the county. All executions issued under this section shall be subject to enforcement in the same manner as now provided for the enforcement of state and county tax fi fas, including levy thereon and the filing and subsequent proceedings in connection with affidavits of illegality.
- (5) No lien as provided herein shall be imposed against real property/parcel unless the owner or lessee thereof at the time of such imposition incurred the charge or assessment.

(WUC-2010, 12-14-10; Res. No. WUC 2011-001, 10-4-11)

**Secs. 114-33—114-50. - Reserved.**

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**FOOTNOTE(S):**

<sup>(102)</sup> *Editor's note— Ord. No. WUC-2010, adopted Dec. 14, 2010, repealed the former Div. 1, §§ 114-26—114-41, and enacted a new Div. 1 as set out herein. The former Div. 1 pertained to water service generally. See the Code Comparative Table for full derivation. (Back)*

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Gwinnett County, Georgia, Code of Ordinances >> PART II - CODE OF ORDINANCES >> **Chapter 114 - UTILITIES >> ARTICLE II. - WATER SERVICE >> DIVISION 2. - WATER CONSERVATION AND DROUGHT RESTRICTION >>**

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**DIVISION 2. - WATER CONSERVATION AND DROUGHT RESTRICTION** 1109

Sec. 114-51. - Title, authority, and applicability.  
Sec. 114-52. - Purpose and intent.  
Sec. 114-53. - Definitions.  
Sec. 114-54. - Outdoor uses during non-drought periods.  
Sec. 114-55. - Use schedule during declared droughts.  
Sec. 114-56. - Water wasting prohibited.  
Sec. 114-57. - Administrative orders and fines.  
Sec. 114-58. - Civil penalties for violation.  
Sec. 114-59. - Termination of service.  
Sec. 114-60. - Conservation billing.  
Sec. 114-61. - Authority to implement.  
Secs. 114-62—114-75. - Reserved.

**Sec. 114-51. - Title, authority, and applicability.**

(a)

*Title.* This division shall be known and may be cited as the Gwinnett County Water Conservation and Drought Restriction Ordinance.

- (b) *Authority.* Gwinnett County has the authority to adopt this division pursuant to Article 9, Section 2, Paragraph I and Article 9, Section 2, Paragraph III of the Constitution of the State of Georgia, Section 31 of Chapter 5 of Title 12 of the Official Code of Georgia Annotated, and the Georgia Department of Natural Resources (DNR) Rules for Outdoor Water Use, Ga. Comp. R. & Regs. Ch. 391-3-30 (hereinafter, the Rules).
- (c) *Applicability.* This ordinance shall apply to all persons and jurisdictions receiving potable or reuse water from Gwinnett County.

(Ord. No. WTR-2010, 12-1-10)

#### **Sec. 114-52. - Purpose and intent.**

- (a) *Purpose.* The purpose of this division is to protect the public health, safety, environment, and general welfare through adopting and enforcing water use measures that encourage water conservation and ensure adequate supplies of water for the citizens of the County.
- (b) *Policy and Intent.* It is the policy of the County to promote water conservation by regulating outdoor water use and by complying with the laws and regulations imposed by the state on outdoor water use.
- (c) *Delegations.* The Board of Commissioners hereby delegates to the County Department of Water Resources (DWR) the authority and responsibility for the implementation of an effective outdoor water use regulatory program for the enforcement of the provisions of this division, and to the County Administrator to enact additional conservation measures as needed to protect public health, safety, or welfare, as may be consistent with the Authorities and constraints cited in Section 114-51(b).

#### **Sec. 114-53. - Definitions.**

When used in this division, the following definitions apply:

*Address* means the house number that, together with the street name, describes a physical location of a specific property. Even numbered address means a house number ending with the number 0, 2, 4, 6, 8, or no house number. Odd numbered address means a house number ending with the number 1, 3, 5, 7, or 9.

*Declared drought* means one of four levels of drought that can be declared by the EPD based on the severity of drought conditions, with one being the least severe and four being the most severe.

*Director* means the Director of the County Department of Water Resources (DWR) or his/her designee who is vested with the authority and responsibility for the implementation of an effective outdoor water use program and for the enforcement of the provisions of this division.

*Environmental Protection Division* means the Georgia Environmental Protection Division (EPD), an agency of the state which is charged with issuing permits that authorize withdrawal of water and with administering the Rules.

*Water waste or water wasting* means the excessive expenditure or application of water from the Gwinnett County water system that results in water flowing down any gutter, street, storm drain, or adjacent property.

(Ord. No. WTR-2010, 12-1-10)

#### **Sec. 114-54. - Outdoor uses during non-drought periods.**

- (a) *Unrestricted Uses.* In accordance with O.C.G.A. § 12-5-7, the following outdoor uses are allowed during drought and non-drought periods, seven days a week, twenty-four hours per day:
  - (1) Commercial agricultural operations as defined in O.C.G.A. § 1-3-3;
  - (2) Capture and reuse of cooling system condensate or storm water in compliance with applicable local ordinances and state guidelines;
  - (3)

- Reuse of gray water in compliance with O.C.G.A. § 31-3-5.2 and applicable local board of health regulations adopted pursuant thereto;
- (4) Use of reclaimed waste water provided by DWR, unless otherwise limited by reuse permit conditions;
  - (5) Irrigation of personal food gardens;
  - (6) Irrigation of new and replanted plant, seed, or turf in landscapes, golf courses, or sports turf fields during installation and for a period of 30 days immediately following the date of installation;
  - (7) Drip irrigation or irrigation using soaker hoses;
  - (8) Hand watering with a hose with automatic cutoff or handheld container;
  - (9) Use of water withdrawn from private water wells or surface water by an owner or operator of property if such well or surface water is on said property;
  - (10) Irrigation of horticultural crops held for sale, resale, or installation;
  - (11) Irrigation of athletic fields, golf courses, or public turf grass recreational areas;
  - (12) Installation, maintenance, or calibration of irrigation systems;
  - (13) Hydroseeding; and
  - (14) Filling swimming pools.
- (b) *Restricted Uses During Non-Drought Periods.* The following uses are restricted by hours of the day or by days of the week.
- (1) In accordance with O.C.G.A. § 12-5-7, during non-drought periods persons may irrigate for purposes of planting, growing, managing, or maintaining ground cover, trees, shrubs, or other plants, seven days a week, but only between the hours of 4:00 p.m. and 10:00 a.m.
  - (2) Other outdoor water use not listed in sections (a) and (b)(1) immediately above may occur during non-drought periods twenty-four hours per day but only on the following days:
    - a. Outdoor water use at odd-numbered addresses is allowed on Tuesdays, Thursdays, and Sundays.
    - b. Outdoor water use at even-numbered addresses is allowed on Mondays, Wednesdays, and Saturdays.
- (c) *Emergencies.* The exemptions listed in Section 114-54(a) may be revoked by resolution of the Board of Commissioners or by the County Administrator during a water system emergency or a water supply shortage which threatens public health, safety, or welfare, provided, however, that such emergency restrictions shall be valid for a period not exceeding seven days unless a variance is granted by the EPD.
- (Ord. No. WTR-2010, 12-1-10)*

#### **Sec. 114-55. - Use schedule during declared droughts.**

- (a) *Outdoor Uses During Droughts Restricted.* When the EPD declares a drought as authorized by state law and its Rules, outdoor water use other than activities exempted in section 114-54(a) of this division shall occur only during scheduled hours on the scheduled days.
- (1) Declared drought response level one. Outdoor water use may occur on scheduled days within the hours of 12:00 midnight to 10:00 a.m. and from 4:00 p.m. to 12:00 midnight.
    - a. Scheduled days for odd-numbered addresses are Tuesdays, Thursdays and Sundays.
    - b. Scheduled days for even-numbered addresses are Mondays, Wednesdays and Saturdays.
    - c. Use of hydrants for any purpose other than firefighting, public health, safety or flushing is prohibited.
  - (2) Declared drought response level two. Outdoor water use may occur on scheduled days within the hours of 12:00 midnight to 10:00 a.m.
    - a. Scheduled days for odd-numbered addresses are Tuesdays, Thursdays and Sundays.
    - b. Scheduled days for even-numbered addresses and golf course fairways are Mondays, Wednesdays and Saturdays.
    - c. The following uses are prohibited during level two droughts:
      1. Using hydrants for any purpose other than firefighting, public health, safety or flushing.

2. Washing pavement, such as streets, gutters, sidewalks and driveways except when necessary for public health and safety.
- (3) Declared drought response level three. Outdoor water use may occur on the scheduled day within the hours of 12:00 midnight to 10:00 a.m.
- a. The scheduled day for odd-numbered addresses is Sunday.
  - b. The scheduled day for even-numbered addresses and golf course fairways is Saturday.
  - c. The following uses are prohibited during level three droughts:
    1. Using hydrants for any purpose other than firefighting, public health, safety or flushing.
    2. Washing pavement, such as streets, gutters, sidewalks, driveways, except when necessary for public health and safety.
    3. Washing vehicles, such as cars, boats, trailers, motorbikes, airplanes, golf carts, unless such washing occurs at facilities certified under DNR regulations at 391-3-31-.02.
    4. Washing buildings or structures except for immediate fire protection.
    5. Non-commercial fund-raisers, such as car washes.
    6. Using water for ornamental purposes, such as fountains, reflecting pools, and waterfalls except when necessary to support aquatic life.
- (4) Declared drought response level four. No outdoor water use is allowed, other than the activities exempted in section 114-54(a) of this division, or as the EPD may allow.
- (5) The Board of Commissioners hereby delegates to the County Administrator the authority to apply to the EPD for a variance to impose more stringent restrictions on outdoor water use than those imposed by the state during a level four drought. Said application for a variance may include reducing the exemptions listed in Section 114-54(a).
- (b) *Curtailment by Resolution.* To the extent allowed by the Authorities cited in Section 114-51(b), the Board of Commissioners may enact additional measures by resolution to curtail indoor and outdoor water usage during any declared drought or in response to judicial decisions which jeopardize water supply. These measures may include but are not limited to the following actions: curtailment or total cessation of water sales to jurisdictions which are not wholly inside Gwinnett County borders; reduction of wholesale sales to water purveyors inside Gwinnett County; and or the adoption of emergency water rate structures.
- (c) *Emergencies.* The exemptions listed in Section 114-54(a) may be revoked by resolution of the Board of Commissioners or by the County Administrator during a water system emergency or a water supply shortage which threatens public health, safety, or welfare provided, however, that such emergency restrictions shall be valid for a period not exceeding seven days unless a variance is granted by the EPD.

(Ord. No. WTR-2010, 12-1-10)

#### **Sec. 114-56. - Water wasting prohibited.**

Wasting water is prohibited if such usage leaves a trail of flowing water for more than fifty feet off the property. Water waste also includes irrigation for more than twenty minutes during precipitation, and failure to repair a controllable leak. Water wasting, including water wasting by exempt uses in Section 114-54(a), is subject to fines, penalties, and enforcement up to and including termination of service.

(Ord. No. WTR-2010, 12-1-10)

#### **Sec. 114-57. - Administrative orders and fines.**

- (a) *Cease and Desist Orders.* When the Director finds that a water user has violated, or continues to violate, any provision of this Ordinance, the Director may issue an order to the non-conserving water user directing it to cease and desist all such violations and directing the non-conserving water user to:
- (1) Immediately comply with all conservation requirements; and
  - (2) Take such appropriate remedial or preventive action as may be needed to properly address a continuing or threatened violation, including halting operations and or terminating the discharge.

Issuance of a cease and desist order shall not be a bar against, or a prerequisite for, taking any other action against the non-conserving water user.

- (b) **Administrative Fines.** When the Director finds that a water user has violated, or continues to violate, any provision of this Ordinance, the Director may fine such non-conserving water user on an escalating schedule. Such fines shall be assessed on a per-violation, per-day basis. No single-day fine shall exceed two hundred and fifty dollars (\$250).
- (1) Unpaid charges, fines, and penalties shall, after thirty (30) calendar days, be assessed an additional penalty of ten percent (10%) of the unpaid balance, and interest shall accrue thereafter at a rate of ten percent (10%) per month.
  - (2) Water users desiring to dispute such fines must file a written request for the Director to reconsider the fine along with full payment of the fine amount within fourteen (14) days of being notified of the fine. Where a request has merit, the Director may convene an administrative hearing on the matter. In the event the water user's appeal is successful, the payment, together with any interest accruing thereto, shall be returned to the water user. The Director may add the costs of preparing administrative enforcement actions, such as notices and orders, to the fine.
  - (3) Issuance of an administrative fine shall not be a bar against, or a prerequisite for, taking any other action against the non-conserving water user.

(Ord. No. WTR-2010, 12-1-10)

#### **Sec. 114-58. - Civil penalties for violation.**

- (a) **Violations.** Violations of division 2 of this article may also be prosecuted upon citations issued by officers of the County Police Department, by other employees of the County Department of Police Services designated by the Chief of Police or by employees of the County DWR designated by the Director of that department.
- (b) **Citations.** Citations for alleged violations of this article shall be issued as follows:
  - (1) For households, citations can be issued to any of the following: a home owner, renter, any person 17 or older living at the address of the alleged violation, or any person or institution deriving some type of economic benefit from said address;
  - (2) For businesses doing business in a corporate form, citations shall be issued in the business name and served on either the registered agent or on any officer of the corporation; and
  - (3) For unincorporated business, citations shall be issued in the business name and served to the owner or manager of the business.
- (c) **Escalated Enforcement.** Prior to the issuance of a citation, either a written warning or an administrative fine will be issued. For any subsequent alleged violations of this article within any twelve-month period, the violator may be given either an administrative fine or a citation.
- (d) **Penalties.** Any person, upon conviction by a court of competent jurisdiction of any violation of this section at any address after the issuance of a citation as provided pursuant to subsection (c), above, shall be guilty of a violation of this ordinance and shall be punished as follows:
  - (1) 1st address citation:
    - a. Household: \$250 fine, which fine shall not be subject to suspension, stay or probation, except as provided in subsection (5) below; and
    - b. Business: \$500 fine, which fine shall not be subject to suspension, stay or probation;
  - (2) 2nd address citation:
    - a. Household: \$500 fine, which fine shall not be subject to suspension, stay or probation, except as provided in subsection (5) below, plus not more than two days of Work Alternative Program (WAP), which shall mean an in-custody eight-hour community service work day, which shall be subject to the court's discretion; and
    - b. Business: \$1,000 fine, which fine shall not be subject to suspension, stay or probation, and the business licensing division shall be notified of the conviction;
  - (3) 3rd address citation:
    - a.



- Household: \$1,000 fine, which fine shall not be subject to suspension, stay or probation, except as provided in subsection (5) below, plus not more than ten days to serve or not more than 20 days of WAP, which shall be subject to the court's discretion; and
- b. Business: \$1,000 fine, which fine shall not be subject to suspension, stay or probation; and the business licensing division shall be notified of the conviction;
- (4) 4th address citation:
- a. Household: \$1,000 fine, which fine shall not be subject to suspension, stay or probation, except as provided in subsection (5) below, plus not more than 60 days to serve and WAP as appropriate, which shall be subject to the court's discretion; and
- b. Business: \$1,000 fine, which fine shall not be subject to suspension, stay or probation, and the business licensing division shall be notified of the conviction;
- (5) If the payment of the penalty imposed for a household violation pursuant to this subsection (d) will impose an economic hardship on the defendant, the court, in its sole discretion, may order the defendant to pay such penalty in installments and such order may be enforced through a contempt proceeding.

(Ord. No. WTR-2010, 12-1-10)

#### Sec. 114-59. - Termination of service.

- (a) *Provisions for Service Termination.* The Director shall have the authority to adopt procedures providing for termination of water service at any address upon conviction or plea of nolo contendere of a 2nd or subsequent citation violation, as provided in subsection 114-58(d).
- (b) *Posting.* The Director is authorized to post the address of any location where water service has been terminated pursuant to this article in such media or on such websites as will provide public notice of the action.
- (c) *Mandatory Repairs.* The Director shall have the authority to adopt procedures requiring any customer to repair leaking facilities that are located on the customer's side of the water meter and providing for termination of water service at any address if such leaks are not repaired within 45 days after service of such repair order on a customer.
- (d) *Water Wasting.* The Director shall have the authority to temporarily terminate water service where water is being wasted if the owner or occupant of the property is apparently not on the premises or non responsive.
- (e) *Service Restoration Fee.* The Director is authorized to impose a service restoration fee in the amount of \$500 to restore water service that has been terminated as provided in paragraphs (a) or (d) of this Section.

(Ord. No. WTR-2010, 12-1-10)

#### Sec. 114-60. - Conservation billing.

- (a) *Water Use Surcharge.* As a proactive and continuous conservation measure, water use surcharge rates shall apply to water use as measured by the meter on those accounts subject to such conservation surcharge, in accordance with rate resolutions and DWR billing policies and procedures.
- (b) *Sewer Billing.* Sewer volumetric charges shall apply to all water use as measured by the meter on non-irrigation accounts which are also connected to the sewer system, in accordance with rate resolutions, DWR billing policies and procedures, and the wastewater volume measurement provisions of Section 114-104
- (c) *Billing Adjustments Precluded.* No billing adjustments shall be provided to any account where water wasting or violations of the outdoor use restrictions have occurred. The date of occurrence shall be that documented by the most recent warning, fine, or citation. This preclusion of billing adjustments shall begin on the date of occurrence and remain in effect for the ensuing twelve months.

(Ord. No. WTR-2010, 12-1-10)

#### Sec. 114-61. - Authority to implement.

The Director is authorized to make all necessary and reasonable rules and policies with respect to the enforcement of this division. All such rules, policies, and procedures shall be consistent with the provisions of this division and shall be effective thirty days after being filed with DWR.

*(Ord. No. WTR-2010, 12-1-10)*

## Secs. 114-62—114-75. - Reserved.

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### FOOTNOTE(S):

<sup>(129)</sup> *Editor's note— Ord. No. WTR-2010, adopted Dec. 1, 2010, repealed the former Div. 2, §§ 114-51—114-59, and enacted a new Div. 2 as set out herein. The former Div. 2 pertained to outdoor water use. See the Code Comparative Table for full derivation.*

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## DIVISION 3. - CROSS CONNECTION CONTROL AND BACKFLOW PREVENTION 1101

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### Sec. 114-76. - Short title, authority and applicability.

- (a) This division shall be known and may be cited as the Gwinnett County Cross-Connection Control and Backflow Prevention Ordinance.
- (b) Gwinnett County has the authority to adopt this division pursuant to Article 9, Section 2, Paragraph I and Article 9, Section 2, Paragraph III of the Constitution of the State of Georgia and Title 12, Chapter 5, Art. 3, Part 5 of the Official Code of Georgia Annotated, which is known as the Georgia Safe Drinking Water Act of 1977 and the Georgia Department of Natural Resources Rules for Safe Drinking Water, Georgia EPD Regulations, Ch. 391-3-5 (the "rules").
- (c) The following documents are adopted by reference as if set forth herein: the rules; the Manual of Cross-Connection Control, 9th edition, Foundation for Cross-Connection Control and Hydraulic Research, University of Southern California, 1993; the Recommended Practice for Backflow Prevention and Cross-Connection Control, American Water Works Association Manual of Water Supply Practices, Manual 14, 2nd edition, 1990; the Georgia State Amendments to the Standard Plumbing Code, 2000 edition; and the Cross-Connection Control Manual, United States Environmental Protection Agency, June 1989.
- (d) The effective date of this ordinance is January 1, 2011.

*(Ord. No. CCC-2010, 9-21-10)*

### Sec. 114-77. - Purpose and intent.

- (a)

The purpose of this Ordinance is to protect the public health, safety, environment, and general welfare of the public through the control of cross connections and backflow from private plumbing systems that are on the private premises/parcel side of the meter into the public potable water supply of Gwinnett County. The public potable water supply will be protected from contamination or pollution by containment on the County's system.

- (b) It is the policy of the county to promote the elimination or control of existing cross connections, actual or potential, between the customer's/parcel's in-plant potable water system(s) and non-potable water system (s), plumbing fixtures and industrial piping systems.
- (c) It is the policy of the county to provide for the maintenance of a continuing program of cross-connection control which will systematically and effectively prevent the contamination or pollution of all county potable water systems.
- (d) The board of commissioners hereby delegates to the county Department of Water Resources the authority and responsibility for the implementation of an effective cross connection control program, for prevention of backflow and for the enforcement of the provisions of this division.

(Ord. No. CCC-2010, 9-21-10)

### Sec. 114-78. - Definitions.

*Air gap* means a physical separation between the free flowing discharge end of a potable water supply pipeline and an open or non-pressure receiving vessel. An "approved air gap" shall be at least double the diameter of the supply pipe measured vertically above the overflow rim of the vessel-in no case less than one inch (2.54 cm).

*Approved as used in reference to a water supply* means a water supply that has been approved by the health agency and as used in reference to an air gap, double check valve assembly, a reduced pressure principle backflow prevention assembly or other backflow prevention assemblies or methods shall mean an approval by the department as provided for in section 114-61.

*Approved backflow prevention assembly* means an assembly that has been manufactured in full conformance with the standards established by the American Water Works Association entitled: AWWA/ANSI C510-92 Standard for Double Check Valve Backflow Prevention Assemblies; or AWWA/ANSI C511-92 Standard for Reduced Pressure Principle Backflow Prevention Assemblies; and has met completely the laboratory and field performance specifications of the Foundation for Cross Connection Control and Hydraulic Research of the University of Southern California (USC FCCCHR) established in Specifications of Backflow Prevention Assemblies—Section 10 of the most current edition of the "Manual of Cross Connection Control."

*Auxiliary water supply* means any water supply on or available to the premises/parcel other than the county's approved potable water supply. These auxiliary water supplies may include water from a spring, river, stream, harbor, well, etc., or used waters or industrial fluids. These natural waters may be contaminated or polluted or they may be objectionable and constitute an unacceptable water source over which the county does not have sanitary control.

*Backflow* means the undesirable reversal of flow of water or mixtures of water and other liquids, gases, or other substances into the distribution pipes of the county's potable water system from any source or sources. See "backsiphonage" and "backpressure".

*Backflow preventer* means an assembly, device or means designed to prevent backflow.

*Backflow administrative fee* means the fee that shall be charged to each customer where backflow preventers are installed for the annual field inspection to be made by the Department, if requested by the premises/parcel owner. The Department is directed to establish the backflow administrative fee in an amount necessary to recover not less than Ninety (90%) Percent of the cost of performing such annual field inspections, where requested by the premises/parcel owner.

*Backpressure* means any elevation of pressure in the downstream piping system (by pump, elevation of piping, or steam and/or air pressure) above the county's potable water system pressure at the point of consideration, which would cause, or tend to cause, a reversal of the normal direction of flow.

*Backsiphonage* means the flow of water or other liquids, mixtures or substances into the county's potable water distribution system, as a potable water supply system from any source other than the county's source caused by the sudden reduction of pressure in the county's potable water system.

*Certified backflow prevention assembly tester* means a person who holds a currently valid certificate from a certified program regulated by the State of Georgia, Environmental Protection Division ("EPD") to test backflow prevention devices connected to the county's potable water system.

*Contamination* means an impairment of the quality of the water, which creates an actual hazard to the public health through poisoning or through the spread of disease by sewage, bacteria, chemicals, industrial fluids, waste, etc.

*County* means Gwinnett County, Georgia, a body corporate and politic and a political subdivision of the State of Georgia.

*Cross connection* means any unprotected connection or structural arrangement between the county's potable water system or a customer's potable water system and any other source or system through which it is possible to introduce into any part of the county's potable water system any used water, bacteria, chemicals, industrial fluid, gas, or substance other than the intended potable water with which the system is supplied. Bypass arrangements, jumper connections, removable sections, swivel or change-over devices and other temporary or permanent devices through which or because of which backflow can or may cause are considered to be cross connections. A "direct cross connection" shall mean a cross connection which is subject to both backsiphonage and backpressure. An "indirect cross connection" shall mean a cross connection which is subject to backsiphonage only.

*Cross connection control by containment* means installation of an approved backflow prevention device at the water service connection to any customer's premises/parcel where it is physically and economically infeasible to find and permanently eliminate or control actual or potential cross-connections within the customer's water system.

*Cross connection control by isolation* means installation of an approved backflow prevention device on the service line leading to and supplying all or a portion of a customer's water system where there are actual or potential cross-connections within the customer's premises which cannot be effectively eliminated or controlled at the point of cross-connection.

*Customer* means any owner of premises/parcel receiving county potable water system service or any end-user thereof, including any and all persons, natural or artificial, including any individual firm, association or trust and any municipal or private corporation organized or existing under the laws of this or any other state or country.

*Department* means the Gwinnett County Department of Water Resources which operates the county's potable water system.

*Director* means the director of the department, or his/her designee who is vested with the authority and responsibility for the implementation of an effective cross-connection control and backflow prevention program and for the enforcement of the provisions of this division.

*Double check valve backflow prevention assembly* means an assembly composed of two independently acting, approved check valves, including tightly closing resilient seated shutoff valves attached at each end of the assembly and fitted with properly located resilient seated test cocks. This assembly shall only be used to protect against a non-health hazard (i.e. pollutant).

*Degree of hazard* means a term for evaluating the potential risk to public health based on available information and categorization of potential sources of pollution or contamination and the adverse effect of the contamination or pollution upon the potable water system.

*Health agency* means the Georgia Environmental Protection Division ("EPD"), an agency of the State of Georgia which is charged with administering the Georgia Safe Drinking Water Act of 1977, O.C.G.A. Ch 12-5, Art. 3, Part 5 and the Georgia Rules for Safe Drinking Water.

*Health hazard* means any condition, device or practice affecting the water supply system and its operation which creates or could create, or in the judgment of the director may create a present or future danger to the health and well-being of the water customer of the county's potable water supply.

*Industrial fluids* means any fluid or solution which may be chemically, biologically or otherwise contaminated or polluted in a form or concentration which would constitute a health, system, pollution or plumbing hazard if introduced into an approved water supply. This may include, but is not limited to: polluted or contaminated used waters; all types of process waters and "used waters" originating from the public potable water system which may deteriorate in sanitary quality; chemical in fluid form; plating acids and alkalis; circulated cooling water connected to an open cooling tower and/or cooling waters that are chemically or biologically treated or stabilized with toxic substances; contaminated natural waters such as from wells, springs, streams, rivers, bays, harbors, seas, irrigation to canals or systems, etc.; oils, gases glycerin, paraffins, caustic and acid solutions and other liquid and gaseous fluids used industrially, for other processes, or for fire fighting purposes.

*Non-potable water* means a water supply which has not been approved for human consumption by the EPD.

*Plumbing hazard* means an internal or plumbing type cross connection in a customer's potable water system that may be either a pollution or a contamination type hazard. This includes but is not limited to cross connections to toilets, sinks, lavatories, wash trays and lawn sprinkling systems. Plumbing type cross connections can be located in many types of structures including homes, apartment houses, hotels, and commercial or industrial establishments. Such a connection, if permitted to exist, must be properly protected by an appropriate type of backflow prevention assembly.

*Pollution hazard* means an actual or potential threat to the physical properties of the water system or to the potability of the public or the customer's potable water system but which would not constitute a health hazard or a system hazard, as defined herein. The maximum degree of intensity of pollution to which the potable water system could be degraded under this definition would cause a nuisance or be aesthetically objectionable or could cause minor damage to the system or its appurtenances.

*Pollution or polluted* means the presence of any foreign substance (organic, inorganic or biological) in water which tends to degrade the water's quality so as to constitute a hazard or to impair the usefulness or quality of the water to a degree which does not create an actual hazard to the public health, but which adversely and unreasonably affects such water's domestic use.

*Potable water* means any public potable water supply that has been investigated and approved by the EPD. The system must be operating under a valid health permit issued by the EPD. In determining what constitutes an approved water supply, the EPD has final judgment as to its safety and potability.

*Premises/parcel* means any location where there is a water service connection.

*Reduced pressure principle backflow prevention assembly* means an assembly containing two independently acting approved check valves together with a hydraulically operating, mechanically independent pressure differential relief valve located between the check valves and at the same time below the first check valve. The unit shall include properly located resilient seated test cocks and tightly closing resilient seated shutoff valves at each end of the assembly. This assembly is designed to protect against a non-health (i.e. pollutant) or a health hazard (i.e. contaminant). This device shall be permitted to be installed where subject to continuous pressure conditions.

*System hazard* means an actual or potential threat of severe danger to the physical properties of the public or the customer's potable water system or of a pollution or contamination that would have a protracted effect on the quality of the potable water in the system.

*Used water* means any water supplied by the county from a public potable water system to a customer's water system after it has passed through the service connection and is no longer under the control of the county water system.

*Water purveyor* means a supplier of water, including the department, but also includes property owners supplying water for their own use.

*Water service connection* means the terminal end of a service connection from the public potable water system, (i.e., where the county may lose jurisdiction and sanitary control of the water at its point of delivery to the customer's water system). If a water meter is installed at the end of the service connection, then the water service connection shall mean the downstream end of the water meter. The county's responsibility stops at the terminal end of the water service connections from fire hydrants and all other temporary or emergency water service connections from the county's potable water system.

(Ord. No. CCC-2010, 9-21-10)

### **Sec. 114-79. - Water system.**

This division shall apply to all water delivery facilities that provide potable water to the public for consumption. It is recognized that the county owns some of these facilities and that the customer may own other of these facilities. The county's system shall consist of all those facilities of the water system used for production, treatment, storage, and delivery of water, (including the water meter), to the water service connection at the private premises/parcel. The customer's system shall include those parts of the facilities beyond the termination of the county's system that are used in conveying potable water delivered by the department to customers, (including any required backflow prevention devices used in conjunction therewith).

(Ord. No. CCC-2010, 9-21-10)

### **Sec. 114-80. - Backflow prevention required.**

- (a) The department shall not allow, install or maintain any water service connection to the county's potable water system to any premises/parcel unless the county's potable water system is protected from potential backflow and cross-connection as required by the laws of the State of Georgia, the Rules of the Georgia Environmental Protection Division, the State of Georgia Plumbing Code and this division. An approved backflow prevention assembly shall be installed on each service line to a customer's system immediately downstream of the water meter or as close as physically feasible to the water meter. No backflow prevention assembly other than as specified in this section shall be allowed, installed or maintained without the express written approval of the director.
- (b) If, in the judgment of the director, an approved backflow prevention assembly is required at either the customer's water service connection or within the customer's private water system for the safety of the county's system, the director shall give written notice to said customer to install such an approved backflow prevention assembly(s) at a specific location(s) on his premises. The director's judgment shall be based on the rules and on all policies that the county may adopt to implement this division.
- (c) Within thirty (30) days after receipt of written notice from the Director that backflow prevention assemblies are required, a customer shall have such approved protection or assemblies installed and tested by a certified backflow prevention assembly tester at the customer's sole expense.
- (d) In all cases, a backflow prevention assembly shall be installed before the first branch line leading off the service line wherever the following conditions exist:
  - (1) In the case of premises having an auxiliary water supply which is not or may not be of safe/potable bacteriological or chemical quality and which is not acceptable as an additional source by the department, the public water system shall be protected against backflow from the premises by installing an approved air gap or an approved reduced pressure principle backflow prevention

assembly in the service line commensurate with the degree of hazard as determined by the department.

- (2) In the case of premises on which any industrial fluids or any other objectionable substance are handled in such a fashion as to create an actual or potential hazard to the county's potable water system, the county's potable water system shall be protected against backflow from the premises/parcel by installing an approved backflow prevention assembly in the service line commensurate with the degree of hazard as determined by the department. This shall include the handling of process waters and waters originating from the county's potable water system which may have been subject to deterioration in quality.
- (3) In the case of premises/parcel having (1) internal cross connections that cannot be permanently corrected or protected against, or (2) intricate plumbing and piping arrangements or where entry to all portions of the premises is not readily accessible for inspection purposes, making it impracticable or impossible to ascertain whether or not dangerous cross connections exist, the county's potable water system shall be protected against backflow from the premises/parcel by installing an approved reduced pressure principle backflow prevention assembly in the service line.
- (4) In the case of any premises/parcel where there is pollution or polluted water that would be objectionable but not hazardous to health, if introduced into the county's potable water system, the county's potable water system shall be protected by an approved reduced pressure principle backflow prevention assembly.
- (5) In the case of any premises/parcel where there is any contamination which is handled in such a fashion as to create an actual or potential hazard to the county's potable water system, the county's potable water system shall be protected by an approved air gap or an approved reduced pressure principle backflow prevention assembly. Examples of premises where these conditions will exist include sewage treatment plants, sewage pumping stations, chemical manufacturing plants, hospitals, mortuaries and plating plants, etc.
- (6) In the case of any premises/parcel where there are actual or potential unprotected cross connections, the county's potable water system shall be protected by an approved reduced pressure principle backflow prevention assembly at the water service connection.
- (7) In the case of any premises/parcel where, because of security requirements or other prohibitions or restrictions, it is impossible or impractical to make a complete in-plant cross-connection survey, the county's potable water system shall be protected against backflow from the premises by either an approved air gap or an approved reduced pressure principle backflow prevention assembly on each water service connection to the premises/parcel.
- (8) Reduced pressure principal backflow prevention assemblies shall not be installed in any location subject to possible flooding.

*(Ord. No. CCC-2010, 9-21-10)*

#### **Sec. 114-81. - Authority to discontinue service.**

The Director may discontinue domestic water service to any premises/parcel when a backflow prevention assembly required by this Ordinance is not installed, tested or maintained. The Director may also discontinue domestic water service for failure, refusal, or inability on the part of the customer to install, have tested or maintained said assembly(ies), or for removal or bypass of said assembly(ies) or if an unprotected cross connection exists on the premises. The Director shall not allow domestic water service to be restored until such conditions or defects are corrected.

*(Ord. No. CCC-2010, 9-21-10)*

#### **Sec. 114-82. - Inspection of customer's system.**

The director shall have the right at any reasonable time to enter the customer's premises/parcel and to inspect the piping system or systems thereof for cross-connections and for compliance with this division and the county's backflow prevention policy, unless conditions exist as described in subsection 114-81(d)(7) of this division. The customer's system shall be open for inspection at all reasonable times to authorized representatives

of the department to determine whether unprotected cross connections or other structural or sanitary hazards, including violations of this ordinance, exist. When such a condition becomes known, the department shall deny or immediately discontinue service to the premises/parcel by providing for a physical break in the service line until the customer has corrected the condition(s) in conformance with the state statutes, regulations and codes relating to plumbing and water supplies and the regulations adopted pursuant thereto.

*(Ord. No. CCC-2010, 9-21-10)*

**Sec. 114-83. - Department approval required.**

Any backflow prevention assembly required herein shall be a make, model and size approved by the department. The EPD and the department have approved the following testing laboratory to test and approve backflow prevention assemblies:

Foundation for Cross Connection Control and Hydraulic Research  
University of Southern California  
KAP-200 University Park MC-2531  
Los Angeles, California 90089-2531

*(Ord. No. CCC-2010, 9-21-10)*

**Sec. 114-84. - Field test, repair and replacement required.**

(a) It shall be the duty of the customer at any premises/parcel where backflow prevention assemblies are installed to have a field test performed by a certified backflow prevention assembly tester upon installation and at least once per year thereafter.

The customer may request the department to perform any required test or may, at its sole expense, contract for such tests with a certified backflow prevention assembly tester approved by the department.

(b) In those instances where the director deems the hazard to be great enough, he/she may require field tests at more frequent intervals.

(c) All tests required pursuant to this section shall be at the expense of the customer and shall be performed by the department at the customer's request or by a certified backflow prevention assembly tester approved by the department.

When the department performs required tests at the customer's request, it may charge the customer a backflow administrative fee on the customer's water bill in an amount not greater than the cost of performing such tests.

The customer shall have the right to hire a certified backflow prevention assembly tester approved by the department to perform additional such tests at its sole expense, but shall not be entitled to a refund of the backflow administrative fee.

(d) The director shall see that these tests are made in a timely manner.

(e) The customer shall repair, overhaul or replace defective assemblies at their expense.

(f) Records of such tests, repairs and overhaul shall be kept and made available to the director upon request.

(g) The director will require that any prevention assemblies that fail the field test are repaired or replaced within 30 days.

*(Ord. No. CCC-2010, 9-21-10)*

**Sec. 114-85. - Existing approved assemblies may remain.**

(a) Backflow prevention assemblies that do not meet the requirements of this division but which were approved by the testing laboratory identified in section 114-83 of this division and were installed before or on the effective date of this division may, in the discretion of the director, remain so long as the director is assured that said assemblies will satisfactorily protect the county's potable water system. The customer shall be required to establish to the director's satisfaction that any such backflow prevention assembly has



been properly maintained. The customer may request the director to test an existing approved backflow prevention assembly at the customer's sole expense.

- (b) The inspection and testing requirements established in sections 114-82 and 114-84 shall apply to any such backflow prevention assemblies. Whenever the existing device is moved from the present location or requires more than the minimum maintenance or when the director finds that the maintenance constitutes a hazard to public health, the unit shall be replaced by an approved backflow prevention assembly meeting the requirements of this division.

*(Ord. No. CCC-2010, 9-21-10)*

### **Sec. 114-86. - Authority to implement.**

The director is authorized to make all necessary and reasonable rules and policies with respect to the enforcement of this division, including but not limited to the authority to establish and revise all administrative, labor and material charges for services rendered and commodities provided in accordance with this Division. All such rules and policies shall be consistent with the provisions of this division and shall be effective 30 days after being filed with the department.

*(Ord. No. CCC-2010, 9-21-10)*

### **Sec. 114-87. - Authority to install, test and maintain backflow.**

Prevention Devices. If a customer refuses to install or repair such backflow prevention devices as may be required by this Ordinance, the Director shall either discontinue water service to the customer's premises/parcel or, in lieu of discontinuing water service, the Director is authorized to install or repair such devices and to bill said customer for the costs incurred by the Department in such installation or repair. If a customer refuses to install backflow preventers as required by this Ordinance, the Director shall give said customer Ninety (90) Days written notice that the Department will install approved backflow prevention devices and bill the customer for the costs incurred or discontinue said customer's water service.

*(Ord. No. CCC-2010, 9-21-10)*

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#### **FOOTNOTE(S):**

<sup>(110)</sup> *Editor's note— Ord. No. CCC-2010, adopted Sept. 21, 2010, repealed the former Div. 3, §§ 114-76—114-86, and enacted a new Div. 3 as set out herein. The former Div. 3 pertained to similar subject matter. See the Code Comparative Table for full derivation. [\(Back\)](#)*

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### **ARTICLE III. - SEWER SERVICE**

DIVISION 1. - SEWER USE  
DIVISION 2. - PRETREATMENT  
DIVISION 3. - FATS, OILS AND GREASE  
DIVISION 4. - RECLAIMED WATER

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### **DIVISION 1. - SEWER USE**

Sec. 114-88. - Use of public sewers and maintenance of private sewer lines.  
Sec. 114-89. - Private wastewater disposal.  
Sec. 114-90. - Sewer construction standards.

**Sec. 114-88. - Use of public sewers and maintenance of private sewer lines.**

- (a) *Unlawful Waste Placement.* It shall be unlawful for any person to place, deposit or permit to be deposited in any unsanitary manner on public or private property within the county or in any area under the jurisdiction of the county any human or animal excrement, garbage, or other objectionable waste. It shall be unlawful to discharge to any natural outlet within the county, or in any area under the jurisdiction of the county, any sewage or other polluted waters, except where suitable treatment has been provided in accordance with subsequent provisions of this chapter. Except as hereinafter provided, it shall be unlawful to construct or maintain any privy, vault, septic tank, cesspool or other facility intended or used for the disposal of sewage.
- (b) *Other Requirements.* The owner of each house, building or property used for human occupancy, employment, recreation or other purposes, abutting on any street, alley or right-of-way in which there is now located or may in the future be located a public sanitary sewer of the county, is hereby required at his or her expense to install suitable toilet facilities therein, and to connect the facilities directly into the county wastewater system in accordance with county regulations within 90 days after date of official notice to do so; provided that a public sewer is within 200 feet of an inhabitable structure on the owner's property.
  - (1) The Director may grant temporary written exceptions to this requirement, if the County Health Department concurs in writing.
  - (2) The Gwinnett County Planning and Development Department may preclude connection to the POTW in certain zones of the County, regardless of a property's proximity to sewer, based upon Unified Plan criteria and policies.
- (c) *Maintenance of Private Sewers.* All sewer users including all residential sewer users are required to maintain building sewers and other private sewer lines and laterals in good condition. Such private sewers shall be maintained to prevent infiltration and inflow of surface water and or groundwater. Failure to so maintain building sewers and other private sewer lines may result in enforcement including but not limited to cease-and-desist orders and administrative fines of up to \$1,000 per day.
- (d) *Permanent Easement Restrictions.* Permanent easements for sewer facilities are for the County to install, inspect, observe, measure, sample, repair, protect, maintain and operate any portion of the sewer facilities lying within such easement. It is essential that access to the easement not be obstructed. Although the property owner owns the underlying fee simple title to the land within the easement area subject to the easement rights, all construction, digging, grubbing, clearing, filling, or other earth moving or construction activities by the owner in the permanent easement area are prohibited without prior permission from the DWR Director or his or her representative. Permanent structures shall not be permitted within the easement or easement setback. In addition, nonstructural improvements on easements such as walkways and landscaping are subject to removal at the owner's risk. The County shall not be responsible for replacing anything within the easement that must be removed to access, install, inspect, observe, measure, sample, repair, protect, maintain and operate the facilities.

(Ord. No. SWR-2010-001, 11-16-10)

**Sec. 114-89. - Private wastewater disposal.**

- (a) *Sewer Not Available.* Where a public sanitary sewer is not available under the provisions of Section 114-88 (b), the building sewer shall be connected to a private individual on-site sewage disposal system complying with the provisions of this Section.
- (b) *Approval by Environmental Health Department.* Before an individual on-site sewage disposal system is installed, the owner must first obtain approval from the county health department or other agency having legal jurisdiction.
- (c) *Communal Onsite Sewage Disposal Prohibited.* Privately financed wastewater disposal plants or septic tanks serving more than one residence or more than one property are prohibited. If a property does not use an individual onsite sewage disposal system, it must be connected to a sewer leading to the POTW.
- (d) *Septic Tank Leach Fields.* The type, capacity, location, and layout of individual on-site sewage disposal systems shall comply with the requirements of all local state and federal agencies, including but not limited

- to stream buffer setbacks. All septic tank and leach field systems or individual on-site alternative systems must have the approval of the county health department. No septic tank system shall be permitted to discharge to any natural outlet or receiving stream.
- (e) *Maintenance of Individual Disposal Systems, Septic Tanks, and Leach Fields.* The owner of a private wastewater disposal facility and or a septic tank leach field system shall operate and maintain the private wastewater disposal facility in a sanitary manner at all times at no expense to the county and in such manner that a nuisance is not created. Gwinnett County may by resolution require septic tank pumping on a specified interval for parts or all of the unincorporated area.
  - (f) *Public Sewer Connection.* At the written instruction of the Gwinnett Health Department or by the Director, a connection to the public sewer shall be made within 90 days at the property owner's expense, and the individual on-site disposal system abandoned according to Health Department requirements. Failure to connect to public sewer within the allotted time may result in a termination of water service.
  - (g) *Public Sewer Availability.* At such time as a public sewer becomes available to a property served by a private wastewater disposal system, as provided in paragraph (f) above, a direct connection shall be made to the public sewer within 90 days in compliance with this chapter, and any septic tanks, cesspools, and similar private wastewater disposal facilities shall be cleaned of sludge and filled with suitable material.
  - (h) *Safety.* All excavations and operation areas for privately financed wastewater disposal systems shall be adequately guarded with barricades and lights so as to protect the public from hazard.

(Ord. No. SWR-2010-001, 11-16-10)

#### Sec. 114-90. - Sewer construction standards.

- (a) *General.* All extensions of the sewer system shall be designed and built in accordance with current DWR standards. The standards shall be those stated in the latest edition of "Sanitary Sewer Installation Regulations and Specifications for Gwinnett County" (DWRSSS), which is available at DWR and at the Department of Planning and Development. No installation of pipe or other materials for sewer extensions shall be allowed until the required information is received and the design is approved by Gwinnett County. Inspection and acceptance procedures shall be specified in these standards.
- (b) *Prohibitions.* No building sewers shall be connected to a sanitary sewer until as-built drawings are received and until the extension has been inspected, tested, and accepted in writing for county operation and maintenance. Flow from sewer extensions into the existing sanitary sewer system is prohibited until as-built drawings are received and until the extension has been inspected, tested, and accepted in writing for county operation and maintenance. Groundwater, rainwater, mud, gravel, and debris shall be kept out of the sanitary sewer system at all times, including during construction.
- (c) *Other Regulations.* Design and construction of sanitary sewer extension shall comply with all local, state, and federal rules and regulations pertaining to sewer installation, including but not limited to rules and regulations for safety, erosion and sediment control, stream buffer protection, wetlands, and water quality standards.
- (d) *Authority.* The Director is hereby authorized to issue and from time to time amend the DWRSSS.
- (e) *Enforcement.* Failure to comply with the provisions of this Section may result in enforcement and fines as described in this Ordinance.

(Ord. No. SWR-2010-001, 11-16-10)

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#### DIVISION 2. - PRETREATMENT

Sec. 114-91. - General provisions and definitions.

Sec. 114-92. - General sewer use requirements.

Sec. 114-93. - Pretreatment of wastewater.

Sec. 114-94. - Individual wastewater discharge permits and general permits.

- Sec. 114-95. - Individual wastewater discharge and general permit issuance.
- Sec. 114-96. - Reporting requirements.
- Sec. 114-97. - Compliance monitoring.
- Sec. 114-98. - Confidential information.
- Sec. 114-99. - Publication of users in significant noncompliance.
- Sec. 114-100. - Administrative enforcement remedies.
- Sec. 114-101. - Judicial enforcement remedies.
- Sec. 114-102. - Supplemental enforcement action.
- Sec. 114-103. - Affirmative defenses to discharge violations.
- Sec. 114-104. - Determination of wastewater volume.
- Sec. 114-105. - Pretreatment and other sewer user fees and charges.

### **Sec. 114-91. - General provisions and definitions.**

- (a) *Purpose and Policy.* This Ordinance sets forth uniform requirements for Users of the Publicly Owned Treatment Works (POTW) for Gwinnett County, Georgia and enables Gwinnett County to comply with all applicable State and Federal laws, including the Clean Water Act (33 United States Code Section 1251 et seq.), the General Pretreatment Regulations (Title 40 CFR Part 403), and the Regulations of the Georgia Department of Natural Resources at 391-3-6. This Ordinance shall apply to all Users of the POTW. The Ordinance authorizes the issuance of individual wastewater discharge permits or general permit provides for monitoring, compliance, and enforcement activities; establishes administrative review procedures; requires User reporting; and provides for the setting of fees for the equitable distribution of costs resulting from the program established herein.

The objectives of this Ordinance are:

- (1) To prevent the introduction of pollutants into the POTW that will interfere with its operation;
  - (2) To prevent the introduction of pollutants into the POTW that will pass through the POTW, inadequately treated, into receiving waters, or otherwise be incompatible with the POTW;
  - (3) To protect both POTW personnel who may be affected by wastewater and sludge in the course of their employment and the general public;
  - (4) To promote reuse and recycling of treated industrial wastewater and sludge from the POTW;
  - (5) To provide for fees for the equitable distribution of the cost of operation, maintenance, administration, and improvement of the POTW and the Industrial Pretreatment Program; and
  - (6) To enable Gwinnett County to comply with its National Pollutant Discharge Elimination System permit conditions, sludge use and disposal requirements, and any other Federal or State laws to which the POTW is subject; and
  - (7) To aid in preventing the introduction and accumulation of fats, oils, and greases into the POTW which will or tend to cause or contribute to sanitary sewer blockages and obstructions. Food service establishments and other industrial or commercial establishments generating wastewater containing fats, oils or greases are subject to this article. This article regulates such Users by requiring that grease interceptors and other approved strategies be installed, implemented, and maintained in accordance with the provisions hereof.
- (b) *Administration.* Except as otherwise provided herein, the Director of Water Resources (Director) shall administer, implement, and enforce the provisions of this Ordinance. Any powers granted to or duties imposed upon the Director may be delegated by the Director to a duly authorized Gwinnett County employee.
- (c) *Applicability.* This chapter shall apply to all persons located inside or outside the County sewer service area who are users of the Gwinnett County POTW, including jurisdictions served by agreement with Gwinnett County.
- (d) *Common abbreviations.* The following abbreviations, when used in this Ordinance, shall have the designated meanings:
- BOD<sub>5</sub> — Biochemical Oxygen Demand
  - BMP — Best Management Practice

**BMR** — Baseline Monitoring Report  
**CFR** — Code of Federal Regulations  
**CIU** — Categorical Industrial Users  
**DWR** — Gwinnett County Department of Water Resources  
**DWRSSS** — Gwinnett County Department of Water Resources Sanitary Sewer Standards  
**EPA** — U.S. Environmental Protection Agency  
**EPD** — Georgia Environmental Protection Division  
**FOG** — Fats, Oils and Grease  
**gpd** — gallons per day  
**IU** — Industrial User  
**mg/L** — milligrams per liter  
**NOV** — Notice of Violation  
**NPDES** — National Pollutant Discharge Elimination System  
**O&M** — Operation and Maintenance  
**O.C.G.A.** — The Official Code of Georgia Annotated  
**POTW** — Publicly Owned Treatment Works  
**RCRA** — Resource Conservation and Recovery Act  
**SIU** — Significant Industrial User  
**SNC** — Significant Noncompliance  
**TSS** — Total Suspended Solids  
**USC** — United States Code

(e) *Definitions.* Unless a provision explicitly states otherwise, the following terms and phrases, as used in this Ordinance, shall have the meanings hereinafter designated.

*Act or the Federal Act.* The Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 USC Section 1251 et seq.

*Ammonia Nitrogen (NH<sub>3</sub>-N).* A colorless gaseous alkaline compound of nitrogen and hydrogen that is soluble in water, measured as nitrogen.

*Approval Authority.* The Environmental Protection Division of the Georgia Department of Natural Resources, or EPD.

*Authorized or Duly Authorized Representative of the User.*

- a. If the User is a corporation:
  1. The president, secretary, treasurer, or a vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation; or
  2. The manager of one or more manufacturing, production, or operating facilities, provided the manager is authorized to make management decisions that govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations, and initiate and direct other comprehensive measures to assure long-term environmental compliance with environmental laws and regulations; can ensure that the necessary systems are established or actions taken to gather complete and accurate information for individual wastewater discharge permit or general permit requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.
- b. If the User is a partnership or sole proprietorship: a general partner or proprietor, respectively.
- c. If the User is a Federal, State, or local governmental facility: a director or highest official appointed or designated to oversee the operation and performance of the activities of the government facility, or their designee.

- d. The Individuals described in paragraphs "a" through "c", above, may designate a Duly Authorized Representative if the authorization is in writing, the authorization specifies the individual or position responsible for the overall operation of the facility from which the discharge originates or having overall responsibility for environmental matters for the company, and the written authorization is submitted to DWR.

*Best Management Practices (BMPs).* Schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to implement the Prohibited Discharge Standards and as contained in 40 CFR 403.5(a)(1) and (b). BMPs include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw materials storage.

*Biochemical Oxygen Demand (BOD<sub>5</sub>).* The quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedures for five (5) days at 20 degrees centigrade.

*Building Sewer.* A privately-owned and maintained sewer conveying wastewater from the premises of the User to the POTW.

*Bypass.* Bypass means the intentional diversion of wastestreams from any portion of a User's treatment facility.

*Categorical Pretreatment Standard or Categorical Standard.* Any regulation containing pollutant discharge limits promulgated by EPA in accordance with Sections 307(b) and (c) of the Act (33 USC Section 1317) that apply to a specific category of Users and that appear in 40 CFR Chapter I, Subchapter N, Parts 405—471.

*Categorical Industrial User (CIU).* An Industrial User subject to a categorical Pretreatment Standard or categorical Standard. All Gwinnett County CIUs are hereby classified as SIUs.

*Chemical Oxygen Demand (COD).* A measure of the oxygen required to oxidize all compounds, both organic and inorganic, in water.

*Daily Maximum.* The arithmetic average of all effluent samples for a pollutant collected during a 24-hour period.

*Daily Maximum Limit.* The maximum allowable discharge limit of a pollutant during a 24-hour period. Where Daily Maximum Limits are expressed in units of mass, the daily discharge is the total mass discharged over the course of the 24-hour period. Where Daily Maximum Limits are expressed in terms of a concentration, the daily discharge is the arithmetic or the weighted average measurement of the pollutant concentration derived from all measurements taken during that 24-hour period.

*Director of Water Resources, or Director.* The person designated by Gwinnett County to supervise the operation of the POTW, and who is charged with certain duties and responsibilities by this Ordinance. The term also means a duly authorized representative of the Director of Water Resources.

*Environmental Protection Agency (EPA).* The U.S. Environmental Protection Agency or, where appropriate, the Regional Water Management Division Director, the Regional Administrator, or other duly authorized official of said agency.

*Existing Source.* Any source of discharge that is not a New Source.

*Fats, Oils and Grease (FOG).* Polar fats, oils, and grease as determined using EPA method 1664A specified at 40 CFR 136.3. Polar FOG concentration is the difference in HEM and SGT-HEM results analyzed by method 1664A.

*Food Service Establishment.* Establishments for the preparation or serving of meals, lunches, short orders, sandwiches, frozen desserts, or other edible products. The term includes but is not limited to restaurants; coffee shops; cafeterias; short order cafes; luncheonettes; taverns; lunch rooms; places manufacturing, wholesaling, or retailing sandwiches, salads or other fast foods; soda fountains; institutions, both public and private; food carts;

itinerant restaurants; industrial cafeterias; catering establishments; food vending machines and vehicles and operations connected therewith; and similar facilities by whatever name called.

*Grab Sample.* A sample that is taken from a wastestream without regard to the flow in the wastestream and over a period of time not to exceed fifteen (15) minutes.

*Grease Trap.* A device in which the grease content of non-sanitary sewage is intercepted and congealed, and from which grease is removed for proper disposal. The terms "grease trap" and "grease interceptor" shall be interchangeable.

*Gwinnett County or County.* The County of Gwinnett, Georgia, the Gwinnett County Board of Commissioners and or their designee acting on their behalf.

*Holding Tank Waste.* Any waste or wastewater from holding tanks such as vessels, chemical toilets, campers, trailers, septic tanks, and vacuum pump trucks used to store, treat or transport waste or wastewater.

*Indirect Discharge or Discharge.* The introduction of pollutants into the POTW from any nondomestic source.

*Industrial User (IU).* A source of indirect discharge from industry.

*Instantaneous Limit.* The maximum concentration of a pollutant allowed to be discharged at any time, determined from the analysis of any discrete or composited sample collected, independent of the industrial flow rate and the duration of the sampling event.

*Interference.* A discharge that, alone or in conjunction with a discharge or discharges from other sources, inhibits or disrupts the POTW, its treatment processes or operations or its sludge processes, use or disposal; and therefore, is a cause of a violation of the County's NPDES permit or of the prevention of sewage sludge use or disposal in compliance with any of the following statutory/regulatory provisions or permits issued thereunder, or any more stringent State or local regulations: Section 405 of the Act; the Solid Waste Disposal Act, including Title II commonly referred to as the Resource Conservation and Recovery Act (RCRA); any State regulations contained in any State sludge management plan prepared pursuant to Subtitle D of the Solid Waste Disposal Act; the Clean Air Act; the Toxic Substances Control Act; and the Marine Protection, Research, and Sanctuaries Act.

*Limitation.* Any restriction or prohibition established under the Federal Act, the State Act or pursuant to this Ordinance on quantities, rates, or concentration, or a combination thereof, of chemical, physical, biological, or other constituents which are discharged from Users into a publicly owned treatment works and then into the waters of the State, including but not limited to schedules of compliance.

*Local Limit.* Specific discharge limits developed and enforced by Gwinnett County upon industrial or commercial facilities to implement the general and specific discharge prohibitions listed in 40 CFR 403.5(a)(1) and (b) and applicable EPD Regulations.

*Metered Water.* The amount of all sources of water, including wells, used by the sewer customer.

*Monthly Average.* The sum of all daily discharges measured during a calendar month divided by the number of daily discharges measured during that month. For concentration-based limitations, the monthly average shall be the average of all daily average concentrations during a calendar month. For mass-based limitations, the monthly average shall be based upon the average of all daily average concentrations multiplied by the average daily discharge flow for that month. Monthly average calculations shall include the values of all samples taken during the month whether sampled and analyzed by the User or sampled and analyzed by DWR.

*Monthly Average Concentration Limit.* The highest allowable average of daily discharge concentrations over a calendar month, calculated as the sum of all daily discharge concentrations measured during a calendar month divided by the number of daily discharges measured during that month.

*New Source.*

- a. Any building, structure, facility, or installation from which there is (or may be) a discharge of pollutants, the construction of which commenced after the publication of proposed Pretreatment Standards under Section 307(c) of the Act that will be applicable to such source if such Standards are thereafter promulgated in accordance with that Section, provided that:
  1. The building, structure, facility, or installation is constructed at a site at which no other source is located; or
  2. The building, structure, facility, or installation totally replaces the process or production equipment that causes the discharge of pollutants at an Existing Source; or
  3. The production or wastewater generating processes of the building, structure, facility, or installation are substantially independent of an Existing Source at the same site. In determining whether these are substantially independent, factors such as the extent to which the new facility is integrated with the existing plant, and the extent to which the new facility is engaged in the same general type of activity as the Existing Source, should be considered.
- b. Construction on a site at which an Existing Source is located results in a modification rather than a New Source if the construction does not create a new building, structure, facility, or installation meeting the criteria of paragraph (a)(2) or (a)(3) above but otherwise alters, replaces, or adds to existing process or production equipment.
- c. Construction of a New Source as defined under this paragraph has commenced if the owner or operator has:
  1. Begun, or caused to begin, as part of a continuous onsite construction program, either of the following actions: any placement, assembly, or installation of facilities or equipment; or significant site preparation work including clearing, excavation, or removal of existing buildings, structures, or facilities which is necessary for the placement, assembly, or installation of new source facilities or equipment; or
  2. Entered into a binding contractual obligation for the purchase of facilities or equipment which are intended to be used in its operation within a reasonable time. Options to purchase or contracts which can be terminated or modified without substantial loss, and contracts for feasibility, engineering, and design studies do not constitute a contractual obligation under this paragraph.

*Noncontact Cooling Water.* Water used for cooling that does not come into direct contact with any raw material, intermediate product, waste product, or finished product.

*Non-Significant Industrial User.* A non-significant sewer user is one which does not meet the definition of a Significant Industrial User. Non-Significant Industrial Users may be issued an individual discharge permit or a general permit at DWR's sole discretion.

*Pass Through.* A discharge which exits the POTW into waters of the United States in quantities or concentrations which, alone or in conjunction with a discharge or discharges from other sources, is a cause of a violation of any requirement of the County's NPDES permit, including an increase in the magnitude or duration of a violation.

*Permit or Pretreatment Permit.* Any permit issued by DWR to regulate the discharge of pollutants from any User into the POTW and thence to the waters of the State. Permits may be individual SIU permits, individual IU permits for non-significant Users, or general permits.

*Person.* Any individual, partnership, copartnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity, or any other legal entity; or their legal representatives, agents, or assigns. This definition includes all Federal, State, and local governmental entities.

*pH.* A measure of the acidity or alkalinity of a solution, expressed in standard units.

*Pollutant.* Dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, sewage sludge, munitions, medical wastes, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt, municipal, agricultural and industrial wastes, and certain



characteristics of wastewater (including, but not limited to, pH, temperature, TSS, turbidity, color, NH<sub>3</sub>, BOD<sub>5</sub>, COD, toxicity, or odor).

*Pretreatment.* The reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater prior to, or in lieu of, introducing such pollutants into the POTW. This reduction or alteration can be obtained by physical, chemical, or biological processes; by process changes; or by other means, except by diluting the concentration of the pollutants unless allowed by an applicable Pretreatment Standard, and except as prohibited by 40 CFR 403.6(d). Appropriate pretreatment technology includes control equipment, such as equalization tanks or facilities, for protection against surges or slug loadings that might interfere with or otherwise be incompatible with the POTW. However, where wastewater from a regulated process is mixed in an equalization facility with unregulated wastewater or with wastewater from another regulated process, the effluent from the equalization facility must meet an adjusted pretreatment limit calculated in accordance with 40 CFR 403.6(e).

*Pretreatment Requirements.* Any substantive or procedural requirement related to pretreatment imposed on a User, other than a Pretreatment Standard.

*Pretreatment Standards or Standards.* Pretreatment Standards shall mean prohibited discharge standards, categorical Pretreatment Standards, and Local Limits.

*Prohibited Discharge Standards or Prohibited Discharges.* Absolute prohibitions against the discharge of certain substances.

*Publicly Owned Treatment Works (POTW).* A treatment works, as defined by Section 212 of the Act (33 USC Section 1292), which is owned by Gwinnett County. This definition includes any devices or systems used in the collection, storage, treatment, recycling, and reclamation of sewage or industrial wastes of a liquid nature, and any conveyances which convey wastewater to a treatment plant. The term also means the County, as defined in Section 502(4) of the Act, which has jurisdiction over the indirect discharges to, and the discharges from, the POTW.

*Septage.* Waste removed from domestic-strength septic tanks, portable toilets, or chemical toilets.

*Septic Tank Waste.* Any sewage from domestic-waste holding tanks such as vessels, chemical toilets, campers, trailers, and septic tanks.

*Sewage.* Human excrement and gray water. Gray water includes household showers, dishwashing operations, etc.

*Sewer Meter.* Devices approved by the Director for the purpose of establishing the quantity of wastewater discharged by a User.

*Significant Industrial User (SIU).* A Significant Industrial User is:

- a. An IU subject to categorical Pretreatment Standards (a CIU), including IUs regulated under 40 CFR 403.6 and 40 CFR chapter I, subchapter N; or
- b. An IU that:
  1. Discharges an average of twenty-five thousand (25,000) gpd or more of process wastewater to the POTW (excluding sanitary, noncontact cooling and boiler blowdown wastewater);
  2. Contributes a process wastestream which makes up five (5) percent or more of the average dry weather hydraulic or organic capacity of the POTW treatment plant; or
  3. Is designated as such by DWR on the basis that it has a reasonable potential for adversely affecting the POTW's operation or for violating any Pretreatment Standard or Requirement.

*Significant noncompliance.* Significant noncompliance for an IU means that its violation meets one or more of the following criteria:

- a. Chronic violations of wastewater discharge limits, defined here as those in which 66 percent or more of all of the measurements taken for the same pollutant parameter during a six-month period exceed

- (by any magnitude) a numeric pretreatment standard or requirement, including instantaneous limits, as defined by 40 CFR 403.3(l); or
- b. Technical Review Criteria (TRC) violations, defined here as those in which 33 percent or more of all of the measurements for the same pollutant parameter taken during a six-month period equal or exceed the product of the numeric pretreatment standard or requirement, including instantaneous limits, as defined by 40 CFR 403.3(l), multiplied by the applicable TRC. The TRC are 1.4 for BOD, TSS, FOG, NH<sub>3</sub>-N, Phosphorus and 1.2 for all other pollutants except pH; or
  - c. Any other violation of a pretreatment standard or requirement as defined by 40 CFR 403.3(l) (daily maximum, long-term average, instantaneous limit, or narrative standard) that DWR determines has caused, alone or in combination with other discharges, Interference or Pass Through (including endangering the health of POTW personnel or the general public); or
  - d. Any discharge of a pollutant that has caused imminent endangerment to human health, welfare or to the environment or has resulted in DWR's exercise of its emergency authority to halt or prevent such a discharge; or
  - e. Failure to meet, within ninety (90) days after the schedule date, a compliance schedule milestone contained in a control mechanism or enforcement order for starting construction, completing construction or attaining final compliance; or
  - f. Failure to provide, within forty-five (45) days after the due date, required reports such as baseline monitoring reports, 90-day compliance reports, periodic self-monitoring reports, and reports on compliance with compliance schedules; or
  - g. Failure to accurately report noncompliance; or
  - h. Any other violations or group of violations, which may include a violation of BMPs, which DWR determines will adversely affect POTW operations or violate applicable NPDES Permit effluent limitations and requirements.

**Slug Load or Slug Discharge.** Any discharge at a flow rate or concentration, which could cause a violation of the Prohibited Discharge Standards. A Slug Discharge is any Discharge of a non-routine, episodic nature, including but not limited to an accidental spill or a non-customary batch Discharge, which has a reasonable potential to cause Interference or Pass Through, or in any other way violate the POTW's regulations, Local Limits or Permit conditions.

**State Act.** The Official Code of Georgia Annotated (O.C.G.A.), Title 12, Article 2.

**Stormwater.** Any flow occurring during or following any form of natural precipitation, and resulting from such precipitation, including snowmelt.

**Total Suspended Solids or Suspended Solids (TSS).** The total suspended matter that floats on the surface of, or is suspended in, water, wastewater, or other liquid, and that is removable by laboratory filtering.

**User.** A source of indirect wastewater or sewage discharge.

**Wastewater.** Liquid and water-carried industrial wastes and sewage from residential dwellings, commercial buildings, industrial and manufacturing facilities, and institutions, whether treated or untreated, which are contributed to the POTW.

**Wastewater Treatment Plant or Treatment Plant.** That portion of the POTW which is designed to provide treatment of municipal sewage and industrial waste.

**Zero Discharge Permit.** A permit issued to an IU, which may include CIUs, and which prohibits the discharge of industrial process wastewater to the POTW.

(Ord. No. SWR-2010-001, 11-16-10)

## Sec. 114-92. - General sewer use requirements.

- (a) *Prohibited Discharge Standards.*
  - (1)

*General Prohibitions.* No User shall introduce or cause to be introduced into the POTW any pollutant or wastewater which causes Pass Through or Interference. These general prohibitions apply to all Users of the POTW whether or not they are subject to categorical Pretreatment Standards or any other National, State, or local Pretreatment Standards or Requirements.

(2) *Specific Prohibitions.* No User shall introduce or cause to be introduced into the POTW the following pollutants, substances, or wastewater:

- a. Pollutants which create a fire or explosive hazard in the POTW, including, but not limited to, wastestreams with a closed-cup flashpoint of less than 140;deg;F (60;deg;C) using the test methods specified at 40 CFR 261.21;
- b. Wastewater having a pH less than 5.0 or more than 12.5, or otherwise causing corrosive structural damage to the POTW or equipment;
- c. Solid or viscous substances in amounts which will cause obstruction of the flow in the POTW resulting in Interference, but in no case solids greater than three inches (3") in any dimension;
- d. Pollutants, including oxygen-demanding pollutants, released in a discharge at a flow rate and/or pollutant concentration which, either singly or by interaction with other pollutants, will cause Interference with the POTW or which could interfere with wastewater conveyance;
- e. Wastewater having a temperature greater than 150;deg;F (66;deg;C), or which will inhibit biological activity in the treatment plant resulting in Interference, but in no case wastewater which causes the temperature at the introduction into the treatment plant to exceed 104;deg;F (40;deg;C);
- f. Petroleum oil, nonbiodegradable cutting oil, or products of mineral oil origin, in amounts that will cause Interference or Pass Through;
- g. Pollutants which result in the presence of toxic gases, vapors, or fumes within the POTW in a quantity that may cause acute worker health and safety problems;
- h. Trucked or hauled pollutants, except at discharge points designated by the Director;
- i. Noxious or malodorous liquids, gases, solids, or other wastewater which, either singly or by interaction with other wastes, are sufficient to create a public nuisance or a hazard to life, or to prevent entry into the sewers for maintenance or repair;
- j. Wastewater containing any radioactive wastes or isotopes except in compliance with applicable State or Federal regulations;
- k. Stormwater, surface water, ground water, roof runoff, subsurface drainage, swimming pool drainage, condensate, unless specifically authorized by the Director;
- l. Sludges, screenings, or other residues from the pretreatment of industrial wastes;
- m. Wastewater causing, alone or in conjunction with other sources, the treatment plant's effluent to fail a toxicity test;
- n. Detergents, surface-active agents, or other substances which that might cause excessive foaming in the POTW;
- o. Polar fats, oils, or greases in concentrations greater than 200 mg/L in any instantaneous sample;
- p. Wastewater causing two readings on an explosion hazard meter at the point of discharge into the POTW, or at any point in the POTW, of more than five percent (5%) or any single reading over ten percent (10%) of the Lower Explosive Limit of the meter;

Pollutants, substances, or wastewater prohibited by this Section shall not be processed or stored in such a manner that they could be discharged to the POTW.

(b) *National Categorical Pretreatment Standards.* Users must comply with the categorical Pretreatment Standards found at 40 CFR Chapter I, Subchapter N, Parts 405—471.

- (1) When the limits in a categorical Pretreatment Standard are expressed only in terms of mass of pollutant per unit of production, the Director may convert the limits to equivalent limitations expressed either as mass of pollutant discharged per day or effluent concentration for purposes of calculating effluent limitations applicable to individual IUs.

- (2) When wastewater subject to a categorical Pretreatment Standard is mixed with wastewater not regulated by the same Standard, the Director shall impose an alternate limit in accordance with 40 CFR 403.6(e).
- (c) *State Pretreatment Standards.* Users must comply with the State Act and all applicable Regulations promulgated there from.
- (d) *Local Limits.*
- (1) The Director is authorized to establish Local Limits pursuant to 40 CFR 403.5(c). The Director may impose mass limitations in addition to, or in lieu of, concentration-based limitations, as defined below. These local limits apply at the point of discharge to the public sewer. All concentrations for metallic substances are for total metal. Quantification of the listed constituents shall follow EPA-approved standard analytical methods.
- (2) The following pollutant limits are established to protect against Pass Through and Interference. No person shall discharge wastewater containing in excess of the following:
- The following Daily Maximum Limits for flows greater than 10,000 gpd;
  - The following Monthly Average Limits for flows equal to or less than 10,000 gpd:

Pollutant	Daily Maximum Limits for Monthly Average Flows Greater than 10,000 GPD	Monthly Average Limits for Monthly Average Flows Equal to or Less than 10,000 GPD
Cadmium	0.03 mg/L	0.0025 pounds/day
Copper	3 mg/L	0.25 pounds/day
Lead	0.2 mg/L	0.017 pounds/day
Silver	0.3 mg/L	0.025 pounds/day
Zinc	10 mg/L	0.83 pounds/day
Five-Day Biochemical Oxygen Demand (BOD <sub>5</sub> )	2,700 mg/L	225 pounds/day
Total Suspended Solids (TSS)	3,000 mg/L	250 pounds/day
Ammonia Nitrogen (NH <sub>3</sub> -N)	200 mg/L	17 pounds/day
Phosphorus, Total	60 mg/L	5 pounds/day

- The Director may develop BMPs in individual wastewater discharge permits or in general permits to implement Local Limits.
- (e) *County's Right of Revision.* The County reserves the right to establish, by Ordinance or in individual wastewater discharge permits or in general permits, more stringent Standards or Requirements on discharges to the POTW consistent with the purpose of this Ordinance.
- (f) *Dilution.* No User shall ever increase the use of process water, or in any way attempt to dilute a discharge, as a partial or complete substitute for adequate treatment to achieve compliance with a discharge limitation unless expressly authorized by an applicable Pretreatment Standard or Requirement. The Director may impose mass limitations on Users who are using dilution to meet applicable Pretreatment Standards or Requirements, or in other cases when the imposition of mass limitations is appropriate.

(Ord. No. SWR-2010-001. 11-16-10)

#### Sec. 114-93. - Pretreatment of wastewater.

- (a) *Pretreatment Facilities.* Users shall provide wastewater treatment as necessary to comply with this Ordinance and shall achieve compliance with all categorical Pretreatment Standards, Local Limits, and the Prohibited Discharge Standards within the time limitations specified by EPA, the State, or the Director, whichever is more stringent. Any facilities necessary for compliance shall be provided, operated, and maintained in working order, at the User's expense. Detailed plans describing such facilities and operating procedures shall be submitted to the Director for review, and shall be acceptable to the Director before such facilities are constructed. The review of such plans and operating procedures shall in no way relieve the User from the responsibility of modifying such facilities as necessary to produce a discharge acceptable to DWR under the provisions of this Ordinance.

- (b) *Degree of Pretreatment Required.* All pollutants discharged from an IU to the POTW shall receive such pretreatment or corrective action so as to ensure compliance with the terms and conditions of the issued pretreatment permit and with the following whenever applicable:
- (1) Limitations, prohibitions and pretreatment standards and requirements promulgated by the EPA pursuant to Section 307 of the Act and as described in Subparagraph 391-3-6.08(3)(a)2 of EPD regulations.
  - (2) Until such time as such limitations, prohibitions and pretreatment standards and requirements are formally promulgated pursuant to Section 307 of the Act, DWR may apply such limitations, prohibitions and pretreatment standards necessary to achieve the purpose of said Section of the Federal Act. Such limitations, prohibitions or pretreatment standards shall be based upon an assessment of technology and processes, to wit:
    - a. For existing IUs, limitations or pretreatment standards and requirements may be based upon application of the best demonstrated control technology currently available;
    - b. For IUs whose construction commences after the effective date of this Ordinance, pretreatment standards and requirements which reflect the greatest degree of effluent reduction which DWR determines to be achievable through the application of best demonstrated control technology currently available, or changes in processes or operating methods or other alternatives including where practical, a standard permitting no discharge of pollutants.
  - (3) Notwithstanding the above, more stringent pretreatment may be required as deemed necessary by DWR to comply with the following:
    - a. Any other existing Federal laws or regulations;
    - b. Any applicable State water quality standards, POTW effluent limitations, local discharge limitations, national applicable general and specific prohibitions, pretreatment standards for prohibited discharges as specified in 40 CFR 403.5, dilution prohibition as specified in 40 CFR 403.6(d), pretreatment standards and requirements, or schedules of compliance;
    - c. Prohibition of Interference or Pass Through.
  - (4) Prohibit the discharge of toxic pollutants in toxic amounts which interfere with, pass through, prevent the use or disposal of sewage sludge, or otherwise impede operation of the POTW.
- (c) *Additional Pretreatment Measures.*
- (1) Whenever deemed necessary, the Director may require Users to restrict their discharge during peak flow periods, designate that certain wastewater be discharged only into specific sewers, relocate and/or consolidate points of discharge, separate sewage wastestreams from industrial wastestreams, and such other conditions as may be necessary to protect the POTW and determine the User's compliance with the requirements of this Ordinance.
  - (2) The Director may require any person discharging into the POTW to install and maintain, on their property and at their expense, a suitable storage and flow-control facility to ensure equalization of flow. An individual wastewater discharge permit may be issued solely for flow equalization.
  - (3) Oil and sand interceptors shall be provided when, in the opinion of the Director, they are necessary for the proper handling of wastewater containing excessive amounts of oil or sand; except that such interceptors shall not be required for residential users. All interception units shall be of a type and capacity approved by the Director, shall comply with Division 3 of this Article, and shall be so located to be easily accessible for cleaning and inspection. Such interceptors shall be inspected, cleaned, and repaired by the User at the User's expense.
  - (4) Users with the potential to discharge flammable substances may be required to install and maintain an approved combustible gas detection meter.
- (d) *Accidental Discharge and Slug Discharge Control Plans.* The Director shall evaluate whether each IU needs an accidental discharge/slug discharge control plan or other action to control Slug Discharges. The Director may require any User to develop, submit for approval, and implement such a plan or take such other action that may be necessary to control Slug Discharges. Alternatively, the Director may develop such a plan for any User. An accidental discharge/slug discharge control plan shall address, at a minimum, the following:

- (1) Description of discharge practices, including nonroutine batch discharges;
  - (2) Description of stored chemicals;
  - (3) Procedures for immediately notifying the Director of any accidental or Slug Discharge; and
  - (4) Procedures to prevent adverse impact from any accidental or Slug Discharge. Such procedures include, but are not limited to, inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site runoff, worker training, building of containment structures or equipment, measures for containing toxic organic pollutants, including solvents, and/or measures and equipment for emergency response.
- (e) *Hauled Wastewater.*
- (1) *Septage.* Septic tank waste or septage may be introduced into the POTW only at locations designated by the Director, and at such times as are established by the Director.
    - a. All persons owning or operating septage pump trucks shall not discharge, directly or indirectly, wastewater into the POTW unless such person shall first have applied for and received a mobile discharge operation (MDO) permit from DWR.
      1. Each septage hauler is required to comply with "Rules for Mobile Discharge Operators in Gwinnett County," which is available at DWR.
      2. Septage haulers shall not discharge into Gwinnett County any sewage which originated outside of the boundaries of Gwinnett County. Anyone found guilty of discharging into Gwinnett County septage waste which originated outside of Gwinnett County shall be subject to an administrative fine not exceeding \$1,000.
    - b. The Director shall designate the locations and times where septage truck contents may be discharged, and may refuse to accept any truckload of waste where it appears to the county that the waste could interfere with the effective operation of the POTW. Further, it shall be the responsibility of the dumping vehicle operator to prove to the wastewater treatment plant operator the contents of his load and its source prior to dumping. The Director may collect samples of each hauled load to ensure compliance with applicable standards. Anyone found guilty of discharging into the county's POTW system at a location not approved for dumping shall be subject to an administrative fine not exceeding \$1,000 for each incident.
    - c. Septage shall not violate the Prohibited Discharge Standards or any other requirements established by Gwinnett County, with the following exception: hauled septage approved for direct disposal at a water reclamation facility is not required to meet the Local Limits for BOD<sub>5</sub>, TSS, NH<sub>3</sub>-N, Phosphorus, and FOG.
  - (2) *Hauled Industrial Waste.* The Director may require haulers of industrial waste to obtain individual wastewater discharge permits or general permits. The Director may require generators of hauled industrial waste to obtain individual wastewater discharge permits or general permits. The Director also may prohibit the disposal of any hauled industrial waste at the Director's sole discretion.
    - a. Bonds for hauled industrial waste. The Director may require haulers or generators of hauled waste to post bonds in an amount set by the Director.
    - b. Approved sites for discharge of hauled industrial waste. Industrial waste haulers may discharge loads only at locations designated by the Director. No load may be discharged without prior consent of the Director.
    - c. Hauled industrial waste sampling and right to refuse. The Director may collect samples of each hauled load to ensure compliance with applicable Standards. The Director may require the industrial waste hauler to provide a waste analysis of any load prior to discharge and may refuse acceptance, at DWR's sole discretion, based upon analytical results or upon POTW loading or capacity.
    - d. Hauled industrial waste manifests. Industrial waste haulers must provide a waste-tracking form for every load. This form shall include, at a minimum, the name and address of the industrial waste hauler, permit number, truck identification, names and addresses of sources of waste, and volume and characteristics of waste. The form shall identify the type of industry, known or suspected waste constituents, and whether any wastes are RCRA

hazardous wastes. The disposal of RCRA waste at the POTW is prohibited unless expressly permitted by the Director in writing in advance of such disposal.

- e. Local limitations. The discharge of hauled industrial waste is subject to all other requirements of this Ordinance, with the exception of Local Limits for BOD<sub>5</sub>, TSS, NH<sub>3</sub>-N, Phosphorus, and FOG in hauled waste approved for direct disposal at a water reclamation facility.
- f. Fees and charges. Hauled industrial waste may be subject to high-strength surcharges in addition to fees for the disposal of hauled waste.

(Ord. No. SWR-2010-001, 11-16-10)

#### **Sec. 114-94. - Individual wastewater discharge permits and general permits.**

- (a) *Permitting Tiers.*
  - (1) *SIUs.* The Director shall issue an individual SIU permit to all SIUs. SIUs are not eligible for a general permit.
  - (2) *Non-Significant IUs.* The Director may issue either an individual permit or a general permit to Non-Significant IUs or to commercial Users, at the Director's discretion. The Director may at his or her sole discretion replace a person's general permit with an individual permit, or replace an individual permit held by a Non-Significant IU with a general permit.
- (b) *Wastewater Analysis.* When requested by the Director, a User must submit information on the nature and characteristics of its wastewater within thirty (30) days of the request. All analyses must be performed using EPA-approved standard methods. The Director is authorized to prepare a form for this purpose and may periodically require Users to update this information.
- (c) *Individual Wastewater Discharge Permit and General Permit Requirement.*
  - (1) No SIU shall discharge wastewater into the POTW without first obtaining an individual wastewater discharge permit from the Director, except that a SIU that has filed a timely application may continue to discharge for the time period specified therein.
  - (2) General permits may only be issued by DWR if in conformity with EPD Pretreatment Regulations. General permits shall only apply to Non-Significant IUs.
  - (3) The Director may require other Users to obtain individual wastewater discharge permits or general permits as necessary to carry out the purposes of this Ordinance.
  - (4) Any violation of the terms and conditions of an individual wastewater discharge permit or a general permit shall be deemed a violation of this Ordinance and subjects the wastewater discharge permittee to the sanctions set out herein. Obtaining an individual wastewater discharge permit or a general permit does not relieve a permittee of its obligation to comply with all Federal and State Pretreatment Standards or Requirements or with any other requirements of Federal, State, and local law.
- (d) *Individual Wastewater Discharge and General Permitting: Existing Connections.* Any User required to obtain an individual wastewater discharge permit or a general permit who was discharging wastewater into the POTW prior to the effective date of this Ordinance without a permit and who wishes to continue such discharges in the future, shall, within ninety (90) days after said date, apply to the Director for an individual wastewater discharge permit or a general permit, and shall not cause or allow discharges to the POTW to continue after ninety (90) days of the effective date of this Ordinance except in accordance with an individual wastewater discharge permit or a general permit issued by the Director.
- (e) *Individual Wastewater Discharge and General Permitting: New Connections.* Any User required to obtain an individual wastewater discharge permit or a general permit who proposes to begin or recommence discharging into the POTW must obtain such permit prior to the beginning or recommencing of such discharge. An application for this individual wastewater discharge permit or general permit must be filed at least sixty (60) days prior to the date upon which any discharge will begin or recommence.
- (f) *Individual Wastewater Discharge and General Permit Application Contents.*
  - (1) All Users required to obtain either an individual wastewater discharge permit or a general permit must submit a permit application. Users that are eligible may request a general permit. The Director may require Users to submit all or some of the following information as part of a permit application:
    - a.

## Identifying information.

1. The name and address of the facility, including the name of the operator and owner.
  2. Contact information, description of activities, facilities, and plant production processes on the premises;
  - b. Environmental permits. A list of any environmental control permits held by or for the facility.
  - c. Description of operations.
    1. A complete and accurate description of the nature, average rate of production (including each product produced by type, amount, processes, and rate of production), and standard industrial classifications of the operation(s) carried out by such User. This description should include a schematic process diagram, which indicates points of discharge to the POTW from the regulated processes.
    2. Types of wastes generated, and a list of all raw materials and chemicals used or stored at the facility which are, or could accidentally or intentionally be, discharged to the POTW;
    3. Number and type of employees, hours of operation, and proposed or actual hours of operation;
    4. Type and amount of raw materials processed (average and maximum per day);
    5. Site plans, floor plans, mechanical and plumbing plans, and details to show all sewers, floor drains, and appurtenances by size, location, and elevation, and all points of discharge;
  - d. Time and duration of discharges;
  - e. The location for monitoring all wastes covered by the permit;
  - f. Material Safety Data Sheets for all chemicals used in the process and or pretreatment.
  - g. Flow measurement. Information showing the measured average daily and maximum daily flow, in gallons per day, to the POTW from regulated process streams and other streams, as necessary, to allow use of the combined wastestream formula set out at 40 CFR 403.6(e).
  - h. Measurement of pollutants.
    1. The categorical Pretreatment Standards applicable to each regulated process and any new categorically regulated processes for Existing Sources.
    2. The results of sampling and analysis identifying the nature and concentration, and/or mass, where required by the Standard or by the Director, of regulated pollutants in the discharge from each regulated process.
    3. Instantaneous, Daily Maximum, and long-term average concentrations, or mass, where required, shall be reported.
    4. The sample shall be representative of daily operations and shall be analyzed in accordance with procedures set out below under Analytical Requirements. Where the Standard requires compliance with a BMP or pollution prevention alternative, the User shall submit documentation as required by the Director or the applicable Standards to determine compliance with the Standard.
    5. Sampling must be performed in accordance with procedures set out below under Sample Collection.
  - i. For CIUs, the application for a permit shall contain information for a baseline report as required by 40 CFR 403.12(b)(1)—(7).
  - j. Any other information as may be deemed necessary by the Director to evaluate the permit application.
  - k. Engineering reports, plans, specifications and other materials submitted to DWR in support of a pretreatment permit application shall be prepared by or under the direct supervision or review of, and bear the seal of, a Professional Engineer competent in the field of sewage and industrial waste treatment.
- (2) Incomplete or inaccurate applications will not be processed and will be returned to the User for revision. DWR's permit-issuance schedule shall begin when the application is complete.



- (g) *Wastewater Discharge Permitting: General Permits.*
- (1) At the discretion of the Director, DWR may use general permits to control non-significant User discharges to the POTW. General permits shall not be available to an SIU. All facilities so covered by a general permit must:
    - a. Involve the same or substantially similar types of operations;
    - b. Discharge the same types of wastes;
    - c. Require the same effluent limitations;
    - d. Require the same or similar monitoring; and
    - e. In the opinion of the Director, are more appropriately controlled under a general permit than under individual wastewater discharge permits.
  - (2) To be covered by the general permit, the User may file a written request for coverage that identifies its contact information, production processes, the types of wastes generated, the location for monitoring all wastes covered by the general permit, and any other information the Director deems appropriate. Notwithstanding the foregoing provisions, the Director may issue general permits to Users without an initial permit application.
  - (3) The Director will retain a copy of the general permit, documentation to support the POTW's determination that a specific User meets the General permit criteria and applicable State regulations, and a copy of the User's written request for coverage for three (3) years after the expiration of the general permit.
- (h) *Application Signatories and Certifications.*
- (1) All wastewater discharge permit applications, User reports and certification statements must be signed by an Authorized Representative of the User and contain the certification statement specified in this Ordinance.
  - (2) If the designation of an Authorized Representative is no longer accurate because a different individual or position has responsibility for the overall operation of the facility or overall responsibility for environmental matters for the company, a new written authorization satisfying the requirements of this Section must be submitted to the Director prior to or together with any reports to be signed by an Authorized Representative.
- (i) *Individual Wastewater Discharge and General Permit Decisions.* The Director will evaluate the data furnished by the User and may require additional information. Within forty-five (45) days of receipt of a complete permit application, the Director will determine whether or not to issue an individual wastewater discharge permit or a general permit. The Director may deny any application for an individual wastewater discharge permit or a general permit.

(Ord. No. SWR-2010-001, 11-16-10)

#### **Sec. 114-95. - Individual wastewater discharge and general permit issuance.**

- (a) *Individual Wastewater Discharge and General Permit Duration.* An individual wastewater discharge permit or a general permit shall be issued for a specified time period, not to exceed five (5) years from the effective date of the permit. An individual wastewater discharge permit or a general permit may be issued for a period less than five (5) years, at the discretion of the Director. Each individual wastewater discharge permit or a general permit will indicate a specific date upon which it will expire.
- (b) *Individual Wastewater Discharge Permit and General Permit Contents.* An individual wastewater discharge permit or a general permit shall include such conditions as are deemed reasonably necessary by the Director to prevent Pass Through or Interference, protect the quality of the water body receiving the treatment plant's effluent, protect worker health and safety, facilitate sludge management and disposal, and protect against damage to the POTW.
- (1) *Individual permit contents.* Individual wastewater discharge permits must contain the following items:
    - a. A statement that indicates the wastewater discharge permit issuance date, expiration date and effective date;
    - b.

- A statement that the wastewater discharge permit is nontransferable without prior notification to DWR, and provisions for furnishing the new owner or operator with a copy of the existing wastewater discharge permit;
- c. Effluent limits, including BMPs, based on national Pretreatment Standards for prohibited discharges as specified in 40 CFR 403.5(a) and (b), national Pretreatment Standards for categorical discharges as specified in 40 CFR 403.6 and 40 CFR Chapter 1, Subchapter N, Parts 405-471, and Local Limits and/or BMPs as specified in 40 CFR 403.5(c);
  - d. Self monitoring, sampling, reporting, notification, and record-keeping requirements. These requirements shall include an identification of pollutants (or BMP) to be monitored, sampling location, sampling frequency, and sample type based on Federal, State, and local law. Sampling and analysis requirements may include pollutants not otherwise identified by Categorical Standards or Local Limits;
  - e. A statement of applicable civil and criminal penalties for violation of Pretreatment Standards and Requirements, and any applicable compliance schedule. Such schedule may not extend the time for compliance beyond that required by applicable Federal, State, or local law;
  - f. Requirements to control Slug Discharge, if determined by the Director to be necessary;
  - g. Conditions and limits to ensure that concentration and mass limits requirements under 40 CFR 403.6(c)(1)—(9), dilution prohibition requirements under 40 CFR 403.6(d) and combined wastestream formula requirements under 40 CFR 403.6(e)(1)—(4) are complied with.
  - h. DWR's right of entry, inspection, and sampling, at any time;
  - i. Provisions for zero discharge of process wastewater where appropriate.
- (2) *General permit contents.* General permits must contain the following:
- a. A statement that indicates the wastewater discharge permit issuance date, expiration date and effective date;
  - b. A statement that the wastewater discharge permit is nontransferable without prior notification to DWR, and provisions for furnishing the new owner or operator with a copy of the existing wastewater discharge permit;
  - c. Effluent limits, including BMPs, based on national Pretreatment Standards for prohibited discharges as specified in 40 CFR 403.5(a) and (b), national Pretreatment Standards for categorical discharges as specified in 40 CFR 403.6 and 40 CFR Chapter 1, Subchapter N, Parts 405—471, and Local Limits and/or BMPs as specified in 40 CFR 403.5(c);
  - d. Reporting, notification, and record-keeping requirements;
  - e. A statement of applicable civil and criminal penalties for violation of Pretreatment Standards and Requirements, and any applicable compliance schedule. Such schedule may not extend the time for compliance beyond that required by applicable Federal, State, or local law;
  - f. Requirements to control Slug Discharge, if determined by the Director to be necessary;
  - g. Conditions and limits to ensure that concentration and mass limits requirements under 40 CFR 403.6(c)(1)—(9), and dilution prohibition requirements under 40 CFR 403.6(d) are complied with; and
  - h. DWR's right of entry, inspection, and sampling; at any time.
- (3) *Optional contents for individual or general permits.* Individual wastewater discharge permits or general permits may contain, but need not be limited to, the following conditions:
- a. Limits on the average and/or maximum rate of discharge, time of discharge, and/or requirements for flow regulation and equalization;
  - b. Requirements for the installation and continuous functioning of pretreatment technology, pollution control, or construction of appropriate containment devices, designed to reduce, eliminate, or prevent the introduction of pollutants into the treatment works;
  - c. Requirements for the development and implementation of spill control plans, BMPs, or other special conditions including management practices necessary to adequately prevent accidental, unanticipated, or nonroutine discharges;
  - d.

Development and implementation of waste minimization plans to reduce the amount of pollutants discharged to the POTW;

- e. Requirements to monitor pollutants for which limitations have not been established in that permit, or requirements to monitor pollutants of concern for which Local Limitations have not been specified by Ordinance;
- f. Requirements for installation and maintenance of inspection and sampling facilities and equipment, including flow measurement devices;
- g. A statement that compliance with the individual wastewater discharge permit or the general permit does not relieve the permittee of responsibility for compliance with all applicable Federal and State Pretreatment Standards, including those which become effective during the term of the individual wastewater discharge permit or the general permit; and
- h. Other conditions as deemed appropriate by the Director to ensure compliance with this Ordinance, and State and Federal laws, rules, and regulations.

(c) *Permit Modification.*

- (1) The Director may modify an individual wastewater discharge permit for good cause, including, but not limited to, the following reasons:
  - a. To incorporate any new or revised Federal, State, or local Pretreatment Standards or Requirements;
  - b. To address significant alterations or additions to the User's operation, processes, or wastewater volume or character since the time of the individual wastewater discharge permit issuance;
  - c. A change in the POTW that requires either a temporary or permanent reduction or elimination of the authorized discharge;
  - d. Information indicating that the permitted discharge poses a threat to the POTW, County personnel, or the receiving waters;
  - e. Violation of any terms or conditions of the individual wastewater discharge permit;
  - f. Misrepresentations or failure to fully disclose all relevant facts in the wastewater discharge permit application or in any required reporting;
  - g. Revision of or a grant of variance from categorical Pretreatment Standards pursuant to 40 CFR 403.13;
  - h. To correct typographical or other errors in the individual wastewater discharge permit; or
  - i. To reflect a transfer of the facility ownership or operation to a new owner or operator where requested in accordance with this Ordinance.
- (2) The Director may modify a general permit for good cause, including but not limited to, the following reasons:
  - a. To incorporate any new or revised Federal, State, or local Pretreatment Standards or Requirements;
  - b. A change in the POTW that requires either a temporary or permanent reduction or elimination of the authorized discharge;
  - c. To correct typographical or other errors in the individual wastewater discharge permit; or
  - d. To reflect a transfer of the facility ownership or operation to a new owner or operator where requested in accordance with this Ordinance.

(d) *Individual Wastewater Discharge Permit and General Permit Transfer.* Individual wastewater discharge permits or coverage under general permits may be transferred to a new owner or operator only if the permittee gives at least thirty (30) days advance notice to the Director and the Director approves the individual wastewater discharge permit or the general permit coverage transfer. The notice to the Director must include a written certification by the new owner or operator which:

- (1) States that the new owner and/or operator have no immediate intent to change the facility's operations and processes;
- (2) Identifies the specific date on which the transfer is to occur; and
- (3)

Acknowledges full responsibility for complying with the existing individual wastewater discharge permit or general permit.

Failure to provide advance notice of a transfer renders the individual wastewater discharge permit or coverage under the general permit void as of the date of facility transfer.

- (e) *Individual Wastewater Discharge Permit and General Permit Revocation.* The Director may revoke an individual wastewater discharge permit or coverage under a general permit for good cause, including, but not limited to, any of the following reasons:
- (1) Failure to notify the Director of significant changes to the wastewater prior to the changed discharge;
  - (2) Failure to provide prior notification to the Director of changed conditions in accordance with this Ordinance;
  - (3) Misrepresentation or failure to fully disclose all relevant facts in the wastewater discharge permit application;
  - (4) Falsifying self-monitoring reports and certification statements;
  - (5) Tampering with monitoring equipment or meters;
  - (6) Refusing to allow the Director timely access to the facility premises and records;
  - (7) Failure to meet effluent limitations;
  - (8) Failure to pay fines;
  - (9) Failure to pay sewer charges or surcharges;
  - (10) Failure to meet compliance schedules;
  - (11) Failure to complete a wastewater survey or the wastewater discharge permit application;
  - (12) Failure to provide advance notice of the transfer of business ownership of a permitted facility;
  - (13) Violation of any Pretreatment Standard or Requirement, or any terms of the wastewater discharge permit or the general permit or this Ordinance.
  - (14) Individual wastewater discharge permits or coverage under general permits shall be voidable upon cessation of operations or transfer of business ownership. All individual wastewater discharge permits or general permits issued to a User are void upon the issuance of a new individual wastewater discharge permit or a general permit to that User.
- (f) *Individual Wastewater Discharge Permit and General Permit Reissuance.* An IU with an expiring individual wastewater discharge permit or general permit shall apply for individual wastewater discharge permit or general permit reissuance by submitting a complete permit application a minimum of ninety (90) days prior to the expiration of the Industrial User's existing individual wastewater discharge permit or general permit.
- (g) *Regulation of Waste Received from Other Jurisdictions.*
- (1) If a municipality, other county, or User located within another municipality or county, contributes wastewater to the POTW, the Director shall enter into an intergovernmental agreement with the contributing municipality or county.
  - (2) Prior to entering into an agreement required by subparagraph (1) above, the Director shall request the following information from the contributing municipality or county:
    - a. A description of the quality and volume of wastewater discharged to the POTW by the contributing municipality or county;
    - b. An inventory of all Users located within the contributing municipality or county that are discharging to the POTW; and
    - c. Such other information as the Director may deem necessary.
  - (3) An intergovernmental agreement, as required by paragraph (1), above, shall contain the following conditions:
    - a. A requirement for the contributing municipality or county to adopt a sewer use Ordinance which is at least as stringent as this Ordinance and Local Limits, including required BMPs, which are at least as stringent as Gwinnett County Local Limits. The requirement shall specify that such Ordinance and limits must be revised as necessary to reflect changes made to the County's Ordinance or Local Limits;
    - b.

- A requirement for the contributing municipality or county to submit a revised User inventory on at least an annual basis;
- c. A provision specifying which pretreatment implementation activities, including individual wastewater discharge permit issuance, inspection and sampling, and enforcement, will be conducted by the contributing municipality or county; which of these activities will be conducted by the Director; and which of these activities will be conducted jointly by the contributing municipality or county and the Director;
  - d. A requirement for the contributing municipality or county to provide the Director with access to all information that the contributing municipality or county obtains as part of its pretreatment activities;
  - e. Limits on the nature, quality, and volume of the contributing municipality's or county's wastewater at the point where it discharges to the POTW;
  - f. Requirements for monitoring the contributing municipality's or county's discharge;
  - g. A provision ensuring the Director access to the facilities of Users located within the contributing municipality's or county's jurisdictional boundaries for the purpose of inspection, sampling, and any other duties deemed necessary by the Director; and
  - h. A provision specifying remedies available for breach of the terms of the intergovernmental agreement.

*(Ord No SWR-2010-001, 11-16-10)*

#### **Sec. 114-96. - Reporting requirements.**

**(a) *Baseline Monitoring Reports (BMRs).***

- (1) Within either one hundred eighty (180) days after the effective date of a categorical Pretreatment Standard, or the final administrative decision on a category determination under 40 CFR 403.6(a) (4), whichever is later, existing CIUs currently discharging to or scheduled to discharge to the POTW shall submit to the Director a report which contains the information listed in subparagraph (2), below. At least ninety (90) days prior to commencement of their discharge, New Sources, and sources that become CIUs subsequent to the promulgation of an applicable categorical Standard, shall submit to the Director a report which contains the information listed in subparagraph (2), below. A New Source shall report the method of pretreatment it intends to use to meet applicable categorical Standards. A New Source also shall give estimates of its anticipated flow and quantity of pollutants to be discharged.
- (2) Users described above shall submit the information set forth below.
  - a. All information required by this Ordinance or which is otherwise required by 40 CFR 403.12 (b)(1)—(7).
  - b. Measurement of pollutants.
    - 1. The User shall provide the information required in Section 114-94(f)(1)h.
    - 2. The User shall take a minimum of one representative sample to compile that data necessary to comply with the requirements of this paragraph.
    - 3. Samples should be taken immediately downstream from pretreatment facilities if such exist or immediately downstream from the regulated process if no pretreatment exists. If other wastewaters are mixed with the regulated wastewater prior to pretreatment the User should measure the flows and concentrations necessary to allow use of the combined wastestream formula in 40 CFR 403.6(e) to evaluate compliance with the Pretreatment Standards. Where an alternate concentration or mass limit has been calculated in accordance with 40 CFR 403.6(e) this adjusted limit along with supporting data shall be submitted to DWR.
    - 4. Sampling and analysis shall be performed in accordance with the Sample Collection and Analytical Requirements specified by this Ordinance.
    - 5. The Director may allow the submission of a baseline report which utilizes only historical data so long as the data provides information sufficient to determine the need for industrial pretreatment measures.

6. The baseline report shall indicate the time, date and place of sampling and methods of analysis, and shall certify that such sampling and analysis is representative of normal work cycles and expected pollutant Discharges to the POTW.
  - c. Compliance certification. A statement, reviewed by the User's Authorized Representative and certified by a qualified professional, indicating whether Pretreatment Standards are being met on a consistent basis, and, if not, whether additional O&M and/or additional pretreatment is required to meet the Pretreatment Standards and Requirements.
  - d. Compliance schedule. If additional pretreatment and/or O&M will be required to meet the Pretreatment Standards, the shortest schedule by which the User will provide such additional pretreatment and/or O&M must be provided. The completion date in this schedule shall not be later than the compliance date established for the applicable Pretreatment Standard. A compliance schedule pursuant to this Section must meet the requirements set out in by this Ordinance.
  - e. Signature and report certification. All BMRs must be certified and signed by an Authorized Representative as required by this Ordinance.
- (b) *Compliance Schedule Progress Reports.* The following conditions shall apply to the compliance schedule required by this Section or other relevant provisions of this Ordinance:
- (1) The schedule shall contain progress increments in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the User to meet the applicable Pretreatment Standards (such events include, but are not limited to, hiring an engineer, completing preliminary and final plans, executing contracts for major components, commencing and completing construction, and beginning and conducting routine operation);
  - (2) No increment referred to above shall exceed nine (9) months;
  - (3) The User shall submit a progress report to the Director no later than fourteen (14) days following each date in the schedule and the final date of compliance including, as a minimum, whether or not it complied with the increment of progress, the reason for any delay, and, if appropriate, the steps being taken by the User to return to the established schedule; and
  - (4) In no event shall more than nine (9) months elapse between such progress reports to the Director.
- (c) *Reports on Compliance with Categorical Pretreatment Standard Deadlines.* Within ninety (90) days following the date for final compliance with applicable categorical Pretreatment Standards, or in the case of a New Source following commencement of the introduction of wastewater into the POTW, any User subject to such Pretreatment Standards and Requirements shall submit to the Director a report containing the information described in Sections 114-94(f)(1)g and 114-94(f)(1)h and 114-96(a)(2)b. For Users subject to equivalent mass or concentration limits established in accordance with the procedures specified in this Ordinance this report shall contain a reasonable measure of the User's long-term production rate. For all other Users subject to categorical Pretreatment Standards expressed in terms of allowable pollutant discharge per unit of production (or other measure of operation), this report shall include the User's actual production during the appropriate sampling period. All compliance reports must be signed and certified in accordance with this Ordinance. All sampling will be conducted in conformance with the Sample Collection requirements specified by this Ordinance.
- (d) *Periodic Compliance Reports.* All individual permittees are required to submit periodic compliance reports even if they have been designated a Non-Significant IU.
- (1) Except as otherwise specified by permits, all SIUs must submit monthly reports indicating the nature, concentration of pollutants in the discharge which are limited by Pretreatment Standards and the measured or estimated average and maximum daily flows for the reporting period. In cases where the Pretreatment Standard requires compliance with a BMP or pollution prevention alternative, the User must submit documentation required by the Director or the Pretreatment Standard necessary to determine the compliance status of the User.
  - (2) All Non-Significant IUs with individual permits must submit reports at the frequency set by the permit, but not less than twice annually, indicating the nature, concentration of pollutants in the discharge which are limited by Pretreatment Standards and/or the permit and the measured or estimated monthly average daily flows for the reporting period.

- (3) All periodic compliance reports must be signed and certified in accordance with this Ordinance.
  - (4) All wastewater samples taken by the User must be representative of the User's discharge. Wastewater monitoring and flow measurement facilities shall be properly operated, kept clean, and maintained in good working order at all times. The failure of a User to keep its monitoring facility in good working order shall not be grounds for the User to claim that sample results are unrepresentative of its discharge.
  - (5) If a User subject to the reporting requirement in this Section monitors any regulated pollutant at the appropriate sampling location more frequently than required by the Director, using the procedures prescribed herein under Sample Collection, the results of this monitoring shall be included in the report.
- (e) *Reports of Changed Conditions.* Each User must notify the Director of any significant changes to the User's operations or system which might alter the nature, quality, or volume of its wastewater at least thirty (30) days before the change.
- (1) The Director may require the User to submit such information as may be deemed necessary to evaluate the changed condition, including the submission of a wastewater discharge permit application.
  - (2) The Director may issue an individual wastewater discharge permit or a general permit or modify an existing wastewater discharge permit or a general permit in response to changed conditions or anticipated changed conditions.
- (f) *Reports of Potential Problems.*
- (1) In the case of any discharge, including, but not limited to, accidental discharges, discharges of a nonroutine, episodic nature, a noncustomary batch discharge, a Slug Discharge or Slug Load, that might cause potential problems for the POTW, the User shall immediately telephone and notify the Director of the incident. This notification shall include the location of the discharge, type of waste, concentration and volume, if known, and corrective actions taken by the User.
  - (2) Within five (5) days following such discharge, the User shall, unless waived by the Director, submit a detailed written report describing the cause(s) of the discharge and the measures to be taken by the User to prevent similar future occurrences. Such notification shall not relieve the User of any expense, loss, damage, or other liability which might be incurred as a result of damage to the POTW, natural resources, or any other damage to person or property; nor shall such notification relieve the User of any fines, penalties, or other liability which may be imposed pursuant to this Ordinance.
  - (3) A notice shall be permanently posted on the User's bulletin board or other prominent place advising employees who to call in the event of a discharge described in paragraph (1), above. Employers shall ensure that all employees, who could cause such a discharge to occur, are advised of the emergency notification procedure.
  - (4) SIUs are required to notify the Director immediately of any changes at its facility affecting the potential for a Slug Discharge.
- (g) *Reports from Unpermitted Users.* All Users not required to obtain an individual wastewater discharge permit or general permit shall provide appropriate reports to the Director as the Director may require.
- (h) *Notice of Violation by the User/Repeat Sampling and Reporting.* If sampling performed by a User indicates a violation, the User must notify the Director within twenty-four (24) hours of becoming aware of the violation. The User shall also repeat the sampling and analysis and submit the results of the repeat analysis to the Director within thirty (30) days after becoming aware of the violation; such resampling shall be in addition to routine sampling as required by the permit.
- (i) *Notification of the Discharge of Hazardous Waste.* The discharge of waste which, if otherwise disposed of, would be a hazardous waste under 40 CFR Part 261 to the POTW is prohibited unless expressly permitted by the Director in writing in advance of such discharge. The Director reserves the right to refuse acceptance of any waste, including hazardous waste.
- (1) If such an exception is granted by the Director, the User who commences the discharge of hazardous waste shall notify the POTW, the EPA Regional Waste Management Division Director, and State hazardous waste authorities, in writing, of any discharge into the POTW of a substance which, if otherwise disposed of, would be a hazardous waste under 40 CFR Part 261. Such

notification must include the name of the hazardous waste as set forth in 40 CFR Part 261, the EPA hazardous waste number, and the type of discharge (continuous, batch, or other). If the User discharges more than one hundred (100) kilograms of such waste per calendar month to the POTW, the notification also shall contain the following information to the extent such information is known and readily available to the User: an identification of the hazardous constituents contained in the wastes; an estimation of the mass and concentration of such constituents in the wastestream discharged during that calendar month; and an estimation of the mass of constituents in the wastestream expected to be discharged during the following twelve (12) months. All notifications must take place no later than one hundred and eighty (180) days after the discharge commences. Any notification under this paragraph need be submitted only once for each hazardous waste discharged. However, notifications of changed conditions must be submitted in accordance with this Ordinance. The notification requirement in this Section does not apply to pollutants already reported by Users subject to categorical Pretreatment Standards under the self-monitoring requirements of Sections 114-96(a), 114-96(c) and 114-96(d).

- (2) If such an exception is granted by the Director, dischargers may be exempt from the requirements of paragraph (1), above, during a calendar month in which they discharge no more than fifteen (15) kilograms of hazardous wastes, unless the wastes are acute hazardous wastes as specified in 40 CFR 261.30(d) and 261.33(e). Discharge of more than fifteen (15) kilograms of nonacute hazardous wastes in a calendar month, or of any quantity of acute hazardous wastes as specified in 40 CFR 261.30(d) and 261.33(e), requires a one-time notification. Subsequent months during which the User discharges more than such quantities of any hazardous waste do not require additional notification.
  - (3) If such an exception is granted by the Director, in the case of any new regulations under Section 3001 of RCRA identifying additional characteristics of hazardous waste or listing any additional substance as a hazardous waste, the User must notify the Director, the EPA Regional Waste Management Waste Division Director, and State hazardous waste authorities of the discharge of such substance within ninety (90) days of the effective date of such regulations.
  - (4) In the case of any notification made under this Section, the User shall certify that it has a program in place to reduce the volume and toxicity of hazardous wastes generated to the degree it has determined to be economically practical.
  - (5) This provision does not create a right to discharge any substance not otherwise permitted to be discharged by this ordinance, a permit issued thereunder, or any applicable Federal or State law.
- (i) *Analytical Requirements.* All pollutant analyses, including sampling techniques, to be submitted as part of a wastewater discharge permit application or report shall be performed in accordance with the techniques prescribed in 40 CFR Part 136 and amendments thereto, unless otherwise specified in an applicable categorical Pretreatment Standard. If 40 CFR Part 136 does not contain sampling or analytical techniques for the pollutant in question, or where the EPA determines that the Part 136 sampling and analytical techniques are inappropriate for the pollutant in question, sampling and analyses shall be performed by using validated analytical methods or any other applicable sampling and analytical procedures, including procedures suggested by the Director or other parties approved by EPA.
- (k) *Sample Collection.* Samples collected to satisfy reporting requirements must be based on data obtained through appropriate sampling and analysis performed during the period covered by the report, based on data that is representative of conditions occurring during the reporting period.
- (1) Except as indicated in subparagraphs (2) and (3) below, the User must collect wastewater samples using 24-hour flow-proportional composite sampling techniques, unless time-proportional composite sampling or grab sampling is authorized by the Director. Where time-proportional composite sampling or grab sampling is authorized by DWR, the samples must be representative of the discharge. Using protocols (including appropriate preservation) specified in 40 CFR Part 136 and appropriate EPA guidance, multiple grab samples collected during a 24-hour period may be composited prior to the analysis as follows: for cyanide, total phenols, and sulfides the samples may be composited in the laboratory or in the field; for volatile organics and oil and grease, the samples may be composited in the laboratory. Composite samples for other parameters unaffected by the compositing procedures as documented in approved EPA methodologies may be authorized by



DWR, as appropriate. In addition, individual grab samples may be required to show compliance with Instantaneous Limits.

- (2) Samples for oil and grease, temperature, pH, cyanide, total phenols, sulfides, and volatile organic compounds must be obtained using grab collection techniques.
  - (3) For sampling required in support of baseline monitoring and 90-day compliance reports required in Sections 114-96(a) and 114-96(c) per 40 CFR 403.12(b) and (d), a minimum of four (4) grab samples must be used for pH, cyanide, total phenols, oil and grease, sulfide and volatile organic compounds for facilities for which historical sampling data do not exist; for facilities for which historical sampling data are available, the Director may authorize a lower minimum. For the reports required by Periodic Compliance Reports as specified by this Ordinance and per 40 CFR 403.12(e) and 403.12(h), the IU is required to collect the number of grab samples necessary to assess and assure compliance by with applicable Pretreatment Standards and Requirements.
- (l) *Date of Receipt of Reports.* Written reports will be deemed to have been submitted on the date postmarked. For reports which are not mailed, postage prepaid, into a mail facility serviced by the United States Postal Service, the date of receipt of the report shall govern.
- (m) *Recordkeeping.* Users subject to the reporting requirements of this Ordinance shall retain, and make available for inspection and copying, all records of information obtained pursuant to any monitoring activities required by this Ordinance, any additional records of information obtained pursuant to monitoring activities undertaken by the User independent of such requirements, and documentation associated with BMPs. Records shall include the date, exact place, method, and time of sampling, and the name of the person(s) taking the samples; the dates analyses were performed; who performed the analyses; the analytical techniques or methods used; and the results of such analyses. These records shall remain available for a period of at least three (3) years. This period shall be automatically extended for the duration of any litigation concerning the User or DWR, or where the User has been specifically notified of a longer retention period by the Director.
- (n) *Certification Statements.* Permit Applications, User Reports and initial Monitoring Waivers require the following certification statement to be signed and submitted by Users submitting any of the following documents: permit applications; BMRs; reports on compliance with the categorical Pretreatment Standard; and periodic compliance reports. The following certification statement must be signed by an Authorized Representative as defined in this Ordinance:
- I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

(Ord. No. SWR-2010-001, 11-16-10)

## Sec. 114-97. - Compliance monitoring.

- (a) *Right of Entry: Inspection and Sampling.* The Director shall have the right to enter the premises of any User to determine whether the User is complying with all requirements of this Ordinance and any individual wastewater discharge permit or general permit or order issued hereunder. Users shall allow the Director ready access to all parts of the premises for the purposes of inspection, sampling, records examination and copying, and the performance of any additional duties.
- (1) Where a User has security measures in force which require proper identification and clearance before entry into its premises, the User shall make necessary arrangements with its security guards so that, upon presentation of suitable identification, the Director shall be permitted to enter without delay for the purposes of performing specific responsibilities.
  - (2) The Director shall have the right to set up on the User's property, or require installation of, such devices as are necessary to conduct sampling and/or metering of the User's operations.
  - (3)

The Director may require the User to install monitoring equipment as necessary. The facility's sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition by the User at its own expense. All devices used to measure wastewater flow and quality shall be calibrated annually to ensure their accuracy.

- (4) Any temporary or permanent obstruction to safe and easy access to the facility to be inspected and/or sampled shall be promptly removed by the User at the written or verbal request of the Director and shall not be replaced. The costs of clearing such access shall be born by the User.
  - (5) Unreasonable delays in allowing the Director access to the User's premises shall be a violation of this Ordinance.
- (b) *Sampling Manhole.* The location of the monitoring facility shall provide ample room in or near the monitoring facility to allow convenient and accurate sampling and preparation of samples and analysis and, whether constructed on public or private property, the monitoring facilities shall be provided in accordance with the Director's requirements and all applicable Gwinnett County construction standards and specifications, and such facilities shall be constructed and maintained in such manner so as to enable the Director to perform independent monitoring activities. In addition, SIUs shall comply with the following requirements:
- (1) All Existing Source and New Source SIUs shall provide a sampling manhole for accurate sampling and measurement of industrial wastewater. A large sampling manhole shall be provided, at the SIUs expense, on its building sewers conveying industrial wastewater. A large sampling manhole or sampling chamber shall be located outside the plant. If inside the plant fence, there shall be a gate near the sampling manhole with a key furnished to DWR and which allows access from public rights of way or easement. In certain sampling manholes where noxious fumes may accumulate, DWR may require a fume exhaust system to protect the life and health of County employees who may be required to enter the sampling manhole. The fume exhaust system should extract the fumes from the bottom of the manhole and provide not less than one air change per minute. The sampling manhole shall include a 120V single phase electrical outlet at or near the installation.
  - (2) For New Source SIUs, each sampling manhole shall contain a properly installed flow monitoring device such as a Parshall flume, Palmer-Bowlus flume or other similar device approved by the County. Plans of the proposed sampling manhole and monitoring device shall be prepared by a registered engineer and submitted to the County for review and approval. The Director may require the industrial user to install additional equipment necessary to measure, record, and total flow. This equipment shall be maintained at all times in a safe and proper operating condition. Devices used to measure wastewater flow shall be calibrated periodically, but not less frequently than annually, to ensure their accuracy. Records of this calibration must be kept for a period of three years and submitted to DWR upon request.
- (c) *Search Warrants.* If the Director has been refused access to a building, structure, or property, or any part thereof, and is able to demonstrate probable cause to believe that there may be a violation of this Ordinance, or that there is a need to inspect and/or sample as part of a routine inspection and sampling program of DWR designed to verify compliance with this Ordinance or any permit or order issued hereunder, or to protect the overall public health, safety and welfare of the community, the Director may seek issuance of a search warrant from a court of competent jurisdiction.

(Ord. No. SWR-2010-001, 11-16-10)

#### **Sec. 114-98. - Confidential information.**

Information and data on a User obtained from reports, surveys, wastewater discharge permit applications, individual wastewater discharge permits, general permits, and monitoring programs, and from the Director's inspection and sampling activities, shall be available to the public without restriction, unless the User specifically requests, and is able to demonstrate to the satisfaction of the Director, that the release of such information would divulge information, processes, or methods of production entitled to protection as trade secrets under applicable State law. Any such request must be asserted at the time of submission of the information or data. When requested and demonstrated by the User furnishing a report that such information should be held confidential, the portions of a report which might disclose trade secrets or secret processes shall not be made available for inspection by the public, but shall be made available immediately upon request to governmental agencies for

uses related to the NPDES program or pretreatment program, and in enforcement proceedings involving the person furnishing the report. Wastewater constituents and characteristics and other effluent data as defined at 40 CFR 2.302 shall not be recognized as confidential information and shall be available to the public without restriction.

(Ord. No. SWR-2010-001, 11-16-10)

#### **Sec. 114-99. - Publication of users in significant noncompliance.**

The Director shall publish annually, in a newspaper of general circulation that provides meaningful public notice within the jurisdictions served by the POTW, a list of the Users which, at any time during the previous twelve (12) months, were in Significant Noncompliance (SNC) with applicable Pretreatment Standards and Requirements. The term SNC shall be applicable to all SIUs, or any other IU that violates paragraphs (c), (d) or (h) of this Section, and shall mean:

- (a) Chronic violations of wastewater discharge limits, defined here as those in which sixty-six percent (66%) or more of all the measurements taken for the same pollutant parameter taken during a six (6) month period exceed (by any magnitude) a numeric Pretreatment Standard or Requirement, including Instantaneous Limits; or
- (b) Technical Review Criteria violations, defined here as those in which thirty-three percent (33%) or more of wastewater measurements taken for each pollutant parameter during a six-month period equals or exceeds the product of the numeric Pretreatment Standard or Requirement, including Instantaneous Limits, as multiplied by the applicable criteria. The applicable criteria are 1.4 for BOD<sub>5</sub>, TSS, FOG, NH<sub>3</sub>-N, Phosphorus and 1.2 for all other pollutants except pH; or
- (c) Any other violation of a Pretreatment Standard or Requirement (Daily Maximum, long-term average, Instantaneous Limit, or narrative standard) that the Director determines has caused, alone or in combination with other discharges, Interference or Pass Through, including endangering the health of POTW personnel or the general public; or
- (d) Any discharge of a pollutant that has caused imminent endangerment to the public or to the environment, or has resulted in the Director's exercise of his or her emergency authority to halt or prevent such a discharge; or
- (e) Failure to meet, within ninety (90) days of the scheduled date, a compliance schedule milestone contained in an individual wastewater discharge permit or a general permit or enforcement order for starting construction, completing construction, or attaining final compliance; or
- (f) Failure to provide within forty-five (45) days after the due date, any required reports, including BMRs, reports on compliance with categorical Pretreatment Standard deadlines, periodic self-monitoring reports, and reports on compliance with compliance schedules; or
- (g) Failure to accurately report noncompliance; or
- (h) Any other violation(s), which may include a violation of BMPs or BMRs, which the Director determines will adversely affect the operation or implementation of the local pretreatment program.

(Ord. No. SWR-2010-001, 11-16-10)

#### **Sec. 114-100. - Administrative enforcement remedies.**

- (a) *Notification of Violation.* When the Director finds that a User has violated, or continues to violate, any provision of this Ordinance, an individual wastewater discharge permit, or a general permit or order issued hereunder, or any other Pretreatment Standard or Requirement, the Director may serve upon that User a written Notice of Violation. Within fourteen (14) days of the receipt of such notice, an explanation of the violation and a plan for the satisfactory correction and prevention thereof, to include specific required actions, shall be submitted by the User to the Director. Submission of such a plan in no way relieves the User of liability for any violations occurring before or after receipt of the Notice of Violation. Nothing in this Section shall limit the authority of the Director to take any action, including emergency actions or any other enforcement action, without first issuing a Notice of Violation.
- (b)

- Consent Orders.* The Director may enter into Consent Orders, assurances of compliance, or other similar documents establishing an agreement with any User responsible for noncompliance. Such documents shall include specific action to be taken by the User to correct the noncompliance within a time period specified by the document. Such documents shall have the same force and effect as Administrative Orders issued in accordance with this Ordinance and shall be judicially enforceable.
- (c) *Show Cause Hearing.* The Director may order a User which has violated, or continues to violate, any provision of this Ordinance, an individual wastewater discharge permit, or a general permit or order issued hereunder, or any other Pretreatment Standard or Requirement, to appear before the Director and show cause why the proposed enforcement action should not be taken. Notice shall be served on the User specifying the time and place for the meeting, the proposed enforcement action, the reasons for such action, and a request that the User show cause why the proposed enforcement action should not be taken. The notice of the meeting shall be served personally or by registered or certified mail (return receipt requested) at least fourteen (14) days prior to the hearing. Such notice may be served on any Authorized Representative of the User. A show cause hearing shall not be a bar against, or prerequisite for, taking any other action against the User.
- (d) *Compliance Orders.* When the Director finds that a User has violated, or continues to violate, any provision of this Ordinance, an individual wastewater discharge permit, or a general permit or order issued hereunder, or any other Pretreatment Standard or Requirement, the Director may issue an order to the User responsible for the discharge directing that the User come into compliance within a specified time. If the User does not come into compliance within the time provided, sewer service may be discontinued unless adequate treatment facilities, devices, or other related appurtenances are installed and properly operated. Compliance orders also may contain other requirements to address the noncompliance, including additional self-monitoring and management practices designed to minimize the amount of pollutants discharged to the sewer. A compliance order may not extend the deadline for compliance established for a Pretreatment Standard or Requirement, nor does a compliance order relieve the User of liability for any violation, including any continuing violation. Issuance of a compliance order shall not be a bar against, or a prerequisite for, taking any other action against the User.
- (e) *Cease and Desist Orders.* When the Director finds that a User has violated, or continues to violate, any provision of this Ordinance, an individual wastewater discharge permit, or a general permit or order issued hereunder, or any other Pretreatment Standard or Requirement, or that the User's past violations are likely to recur, the Director may issue an order to the User directing it to cease and desist all such violations and directing the User to:
- (1) Immediately comply with all requirements; and
  - (2) Take such appropriate remedial or preventive action as may be needed to properly address a continuing or threatened violation, including halting operations and/or terminating the discharge. Issuance of a cease and desist order shall not be a bar against, or a prerequisite for, taking any other action against the User.
- (f) *Administrative Fines.*
- (1) When the Director finds that a User has violated, or continues to violate, any provision of this Ordinance, an individual wastewater discharge permit, or a general permit or order issued hereunder, or any other Pretreatment Standard or Requirement, the Director may fine such User in an amount not to exceed one thousand dollars (\$1,000). Such fines shall be assessed on a per-violation, per-day basis. In the case of monthly or other long-term average discharge limits, fines shall be assessed for each day during the period of violation.
  - (2) Unpaid charges, fines, and penalties shall, after thirty (30) calendar days, be assessed an additional penalty of ten percent (10%) of the unpaid balance, and interest shall accrue thereafter at a rate of ten percent (10%) per month. A lien against the User's property shall be sought for unpaid charges, fines, and penalties.
  - (3) Users desiring to dispute such fines must file a written request for the Director to reconsider the fine along with full payment of the fine amount within fourteen (14) days of being notified of the fine. Where a request has merit, the Director may convene an administrative hearing on the matter. In the event the User's appeal is successful, the payment, together with any interest accruing thereto,

shall be returned to the User. The Director may add the costs of preparing administrative enforcement actions, such as notices and orders, to the fine.

- (4) Issuance of an administrative fine shall not be a bar against, or a prerequisite for, taking any other action against the User.
- (g) *Emergency Suspensions.* The Director may immediately suspend a User's discharge, after informal notice to the User, whenever such suspension is necessary to stop an actual or threatened discharge, which reasonably appears to present, or cause an imminent or substantial endangerment to the health or welfare of persons. The Director may also immediately suspend a User's discharge, after notice and opportunity to respond, that threatens to interfere with the operation of the POTW, or which presents, or may present, an endangerment to the environment.
- (1) Any User notified of a suspension of its discharge shall immediately stop or eliminate its contribution. In the event of a User's failure to immediately comply voluntarily with the suspension order, the Director may take such steps as deemed necessary, including immediate severance of the sewer connection, to prevent or minimize damage to the POTW, its receiving stream, or endangerment to any individuals. The Director may allow the User to recommence its discharge when the User has demonstrated to the satisfaction of the Director that the period of endangerment has passed, unless termination proceedings are initiated against the User.
- (2) A User that is responsible, in whole or in part, for any discharge presenting imminent endangerment shall submit a detailed written statement, describing the causes of the harmful contribution and the measures taken to prevent any future occurrence, to the Director prior to the date of any show cause or termination hearing.

Nothing in this Section shall be interpreted as requiring a hearing prior to any Emergency Suspension under this Section.

- (h) *Termination of Discharge.* In addition to the provisions in all other Sections of this Ordinance, any User who violates the following conditions is subject to discharge termination:
- (1) Violation of individual wastewater discharge permit or general permit conditions;
- (2) Failure to accurately report the wastewater constituents and characteristics of its discharge;
- (3) Failure to report significant changes in operations or wastewater volume, constituents, and characteristics prior to discharge;
- (4) Refusal of reasonable access to the User's premises for the purpose of inspection, monitoring, or sampling; or
- (5) Violation of the Pretreatment Standards.

Such User will be notified of the proposed termination of its discharge and be offered an opportunity to show cause why the proposed action should not be taken. Exercise of this option by the Director shall not be a bar to, or a prerequisite for, taking any other action against the User.

(Ord. No. SWR-2010-001, 11-16-10)

#### **Sec. 114-101. - Judicial enforcement remedies.**

- (a) *Injunctive Relief.* When the Director finds that a User has violated, or continues to violate, any provision of this Ordinance, an individual wastewater discharge permit, or a general permit or order issued hereunder, or any other Pretreatment Standard or Requirement, the Director may petition the appropriate Court through the County's Attorney for the issuance of a temporary or permanent injunction, as appropriate, which restrains or compels the specific performance of the individual wastewater discharge permit, or a general permit order, or other requirement imposed by this Ordinance on activities of the User. The Director may also seek such other action as is appropriate for legal and/or equitable relief, including a requirement for the User to conduct environmental remediation. A petition for injunctive relief shall not be a bar against, or a prerequisite for, taking any other action against a User.
- (b) *Civil Penalties.*
- (1) A User who has violated, or continues to violate, any provision of this Ordinance, an individual wastewater discharge permit, or a general permit or order issued hereunder, or any other

Pretreatment Standard or Requirement shall be liable to Gwinnett County for a maximum civil penalty of \$1,000 per violation, per day. In the case of a monthly or other long-term average discharge limit, penalties shall accrue for each day during the period of the violation.

- (2) The Director may recover reasonable attorneys' fees, court costs, and other expenses associated with enforcement activities, including sampling and monitoring expenses, and the cost of any actual damages incurred by Gwinnett County and DWR.
  - (3) In determining the amount of civil liability, the Court shall take into account all relevant circumstances, including, but not limited to, the extent of harm caused by the violation, the magnitude and duration of the violation, any economic benefit gained through the User's violation, corrective actions by the User, the compliance history of the User, and any other factor as justice requires.
  - (4) Filing a suit for civil penalties shall not be a bar against, or a prerequisite for, taking any other action against a User.
- (c) *Criminal Prosecution.*
- (1) A User who willfully or negligently violates any provision of this Ordinance, an individual wastewater discharge permit, or a general permit or order issued hereunder, or any other Pretreatment Standard or Requirement shall, upon conviction, be guilty of a misdemeanor, punishable by a fine of not more than \$1,000 per violation, per day, or imprisonment for not more than sixty (60) days, or both.
  - (2) A User who willfully or negligently introduces any substance into the POTW which causes personal injury or property damage shall, upon conviction, be guilty of a misdemeanor and be subject to a penalty of at least \$1,000 or be subject to imprisonment for not more than sixty (60) days, or both. This penalty shall be in addition to any other cause of action for personal injury or property damage available under State law.
  - (3) A User who knowingly makes any false statements, representations, or certifications in any application, record, report, plan, or other documentation filed, or required to be maintained, pursuant to this Ordinance, individual wastewater discharge permit, or general permit or order issued hereunder, or who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required under this Ordinance shall, upon conviction, be punished by a fine of not more than \$1,000 per violation, per day, or imprisonment for not more than sixty (60) days, or both.
  - (4) In the event of a second conviction, a User shall be punished by a fine of not more than \$1,000 per violation, per day, or imprisonment for not more than sixty (60) days, or both.
- (d) *Remedies Nonexclusive.* The remedies provided for in this Ordinance are not exclusive. The Director may take any, all, or any combination of these actions against a noncompliant User. Enforcement of pretreatment violations will generally be in accordance with the County's enforcement response plan. However, the Director may take other action against any User when the circumstances warrant. Further, the Director is empowered to take more than one enforcement action against any noncompliant User.

(Ord. No. SWR-2010-001, 11-16-10)

#### **Sec. 114-102. - Supplemental enforcement action.**

- (a) *Penalties for Late Reports.* A penalty may be assessed to any User for each day that a report required by this Ordinance, a permit or order issued hereunder is late, beginning five days after the date the report is due. Actions taken by the Director to collect late reporting penalties shall not limit the Director's authority to initiate other enforcement actions that may include penalties for late reporting violations.
- (b) *Performance Bonds.* The Director may decline to issue or reissue an individual wastewater discharge permit or a general permit to any User or hauler who has failed to comply with any provision of this Ordinance, a previous individual wastewater discharge permit, or a previous general permit or order issued hereunder, or any other Pretreatment Standard or Requirement, unless such User first files a satisfactory bond, payable to the County, in a sum not to exceed a value determined by the Director to be necessary to achieve consistent compliance.
- (c) *Payment of Outstanding Fees and Penalties.* The Director may decline to issue or reissue an individual wastewater discharge permit or a general permit to any User who has failed to pay any outstanding fees,

- finer or penalties incurred as a result of any provision of this Ordinance, a previous individual wastewater discharge permit, or a previous general permit or order issued hereunder.
- (d) *Water Supply Severance.* Whenever a User has violated or continues to violate any provision of this Ordinance, an individual wastewater discharge permit, a general permit, or order issued hereunder, or any other Pretreatment Standard or Requirement, water service to the User may be severed. Service will recommence, at the User's expense, only after the User has satisfactorily demonstrated its ability to comply.
- (e) *Public Nuisances.* A violation of any provision of this Ordinance, an individual wastewater discharge permit, a general permit, or order issued hereunder, or any other Pretreatment Standard or Requirement is hereby declared a public nuisance and shall be corrected or abated as directed by the Director. Any person(s) creating a public nuisance shall be subject to the provisions of Gwinnett Code Chapters 42 and 100 governing such nuisances, including reimbursing Gwinnett County and or DWR for any costs incurred in removing, abating, or remedying said nuisance.
- (f) *Contractor Listing.* Users which have not achieved compliance with applicable Pretreatment Standards and Requirements are not eligible to receive a contractual award for the sale of goods or services to Gwinnett County. Existing contracts for the sale of goods or services to Gwinnett County held by a User found to be in Significant Noncompliance with Pretreatment Standards or Requirements may be terminated at the discretion of the County.

(Ord. No. SWR-2010-001, 11-16-10)

#### Sec. 114-103. - Affirmative defenses to discharge violations.

- (a) *CIU Upset.*
- (1) For the purposes of this Section, upset means an exceptional incident in which there is unintentional and temporary noncompliance with categorical Pretreatment Standards because of factors beyond the reasonable control of the User. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation.
  - (2) An upset shall constitute an affirmative defense to an action brought for noncompliance with categorical Pretreatment Standards if the requirements of subparagraph (3), below, are met.
  - (3) A User who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed, contemporaneous operating logs, or other relevant evidence that:
    - a. An upset occurred and the User can identify the cause(s) of the upset;
    - b. The facility was at the time being operated in a prudent and workman-like manner and in compliance with applicable operation and maintenance procedures; and
    - c. The User has submitted the following information to the Director within twenty-four (24) hours of becoming aware of the upset:
      1. A description of the indirect discharge and cause of noncompliance;
      2. The period of noncompliance, including exact dates and times or, if not corrected, the anticipated time the noncompliance is expected to continue; and
      3. Steps being taken and/or planned to reduce, eliminate, and prevent recurrence of the noncompliance.
  - (4) In any enforcement proceeding, the User seeking to establish the occurrence of an upset shall have the burden of proof.
  - (5) Users shall have the opportunity for a judicial determination on any claim of upset only in an enforcement action brought for noncompliance with categorical Pretreatment Standards.
  - (6) Users shall control production of all discharges to the extent necessary to maintain compliance with categorical Pretreatment Standards upon reduction, loss, or failure of its treatment facility until the facility is restored or an alternative method of treatment is provided. This requirement applies in the situation where, among other things, the primary source of power of the treatment facility is reduced, lost, or fails.
- (b) *Bypass.*

- (1) For the purposes of this Section.
  - a. Bypass means the intentional diversion of wastestreams from any portion of a User's treatment facility.
  - b. Severe property damage means substantial physical damage to property, damage to the treatment facilities which causes them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.
- (2) A User may allow any bypass to occur which does not cause Pretreatment Standards or Requirements to be violated, but only if it also is for essential maintenance to assure efficient operation. These bypasses are not subject to the provision of paragraphs (3) and (4) of this Section.
- (3) Bypass Notifications.
  - a. If a User knows in advance of the need for a bypass, it shall submit prior notice to the Director, at least ten (10) days before the date of the bypass, if possible.
  - b. A User shall submit oral notice to the Director of an unanticipated bypass that exceeds applicable Pretreatment Standards within twenty-four (24) hours from the time it becomes aware of the bypass. A written submission shall also be provided within five (5) days of the time the User becomes aware of the bypass. The written submission shall contain a description of the bypass and its cause; the duration of the bypass, including exact dates and times, and, if the bypass has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent reoccurrence of the bypass. The Director may waive the written report on a case-by-case basis if the oral report has been received within twenty-four (24) hours.
- (4) Unavoidable Bypass.
  - a. Bypassing is prohibited, and the Director may take an enforcement action against a User for a bypass, unless all of the following conditions pertain:
    1. The bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;
    2. There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and
    3. The User submitted notices as required under paragraph (b)(3) of this Section.
  - b. The Director may approve an anticipated bypass, after considering its adverse effects, if the Director determines that it will meet the three conditions listed in paragraph (4)(a) of this Section.

(Ord. No. SWR-2010-001, 11-16-10)

#### **Sec. 114-104. - Determination of wastewater volume.**

- (a) *Sewer Billing Based on Metered Water Consumption.* Unless otherwise provided, the volume of wastewater delivered to the POTW will be based upon the quantity of water purchased from and metered by DWR.
- (b) *Sewer Billing Volumes from IUs.* If the volume of water delivered to the POTW by an IU is greater or less than the volume purchased from the County, the IU shall demonstrate to the Director such differences. If differences do exist in the opinion of the Director, it shall be the obligation of the IU to install DWR-approved meters or other devices to determine the portion or quantity of wastewater delivered to the POTW. At locations readily accessible for meter reading by the County, separate water meters installed in the County right-of-way are preferred for measuring non-sewered IU consumptive water usage. The County may consider establishing a constant ratio, factor or percentage to be applied to the metered water quantity delivered by DWR in order to determine the waste delivered by the IU; determining, as well as



justifying, the factor to DWR will be the responsibility of the IU. The value of this factor may be periodically reviewed for accuracy by DWR. Other methods may be established by DWR to estimate the quantity of wastewater released to the POTW by IUs which considers the amount of water consumed during different seasons. IUs which claim wastewater volumes to be inaccurately determined by these methods shall bear the expense of installing DWR-approved meters or wastewater flow measuring devices to estimate flows to the POTW more accurately.

- (c) *Sewer Billing Volumes from Non-IUs.* Sewer billing to non-IU accounts connected to sewer shall be based upon the volume of water measured by the water meter.

(Ord. No. SWR-2010-001, 11-16-10)

#### **Sec. 114-105. - Pretreatment and other sewer user fees and charges.**

- (a) *General.* DWR may adopt reasonable fees for recovery of costs of administering and operating the County's Pretreatment Program, the FOG program, and or the POTW, which may include:
- (1) Fees for wastewater discharge permit applications and permit renewals including the cost of processing such applications;
  - (2) Fees for monitoring, inspection, and surveillance procedures, including the cost of collection and analyzing a User's discharge, resampling, and reviewing monitoring reports and certification statements submitted by Users;
  - (3) Fees for reviewing and responding to accidental discharge procedures and construction;
  - (4) Fees for permitting holding tank waste haulers and fees for hauled waste disposal;
  - (5) DWR is authorized to set rates for high-strength wastewater surcharges based upon POTW O&M and debt service costs, and to collect the surcharge revenue thus generated, even when such wastewater concentrations exceed Local Limits. Surcharges for discharges exceeding local limits shall be in addition to enforcement actions as stated elsewhere in this Ordinance and payment of such do not constitute a defense against enforcement:
    - a. To calculate a FOG surcharge, the analytical results of any grab sample for FOG shall be deemed representative of the User's discharge for the entire billing period in which sample is taken, unless additional samples are taken either by DWR or the User during the same billing period in which event the average of all FOG analytical results for that period shall be used to calculate the FOG surcharge for that period;
    - b. To calculate a surcharge on BOD<sub>5</sub>, TSS, NH<sub>3</sub>-N or Phosphorus, the analytical results of any composite sample for BOD<sub>5</sub>, TSS, NH<sub>3</sub>-N or Phosphorus shall be deemed representative of the User's discharge for the entire billing period in which sample is taken, unless additional samples are taken either by DWR or the User during the same billing period in which event the average of each parameter's analytical results for that period shall be used to calculate the surcharge for that period;
  - (6) Fees for filing appeals;
  - (7) Fees for debris or plugs introduced into the POTW;
  - (8) Fees to recover administrative and legal costs associated with the enforcement activity taken by the Director to address IU noncompliance; and
- (b) *Other Financial Requirements.* DWR may adopt other financial requirements as DWR may deem necessary to carry out the requirements contained herein, including fees to create incentives for compliance and bonds for waste haulers and or hauled waste generators. These fees and bonding requirements relate solely to the matters covered by this Ordinance and are separate from all other fees, fines, and penalties chargeable by Gwinnett County and DWR.

(Ord. No. SWR-2010-001, 11-16-10)

**DIVISION 3. - FATS, OILS AND GREASE**Sec. 114-106. - FOG requirements for food establishments.**Sec. 114-106. - FOG requirements for food establishments.**

- (a) *Additional Definitions.* Those definitions set forth in Division 2 of this Article, in O.C.G.A. § 12-15-20, and in DNR Regulations 391-3-6-.24(2) are adopted and are incorporated by reference into this Division as if fully set forth herein.
- (b) *Food Establishment Requirements.*
- (1) All food-establishments that discharge to the POTW shall provide a grease trap or interceptor as indicated below. Additionally, the Director may require any User who generates a wastewater which contains greater than 200 mg/L FOG to install a grease trap.
  - (2) All grease traps and interceptors shall be emptied of all material, including solids and liquids, each time these are serviced. Partial pumping, including skimming, is strictly prohibited. All grease traps and interceptors shall be serviced as specified in this Section. All grease traps and interceptors shall be serviced by a state licensed hauler and a completed manifest shall be kept on site by the User for every service event. All grease waste shall be taken to a licensed and approved disposal facility for disposal and in no manner shall any grease trap or interceptor contents be discharged by a hauler to the Gwinnett County collection system, either sewer or stormwater. Any violation may result in full prosecution under all applicable state and local laws and ordinances on the first offense.
  - (3) All facilities installed by any User pursuant to this Ordinance shall comply with all other County ordinances and with all building codes that may be enforced in the county from time to time.
- (c) *Penalties on Non-Compliant Food Establishments.*
- (1) *Violations.* Violating any provision of this Section for a total of three violations within eighteen (18) months shall be punishable by a fine for each successive violation not to exceed \$1,000. Additionally, any User violating any provision of this Ordinance may be liable to pay restitution in the discretion of the court for:
    - a. The total cost incurred by the county to repair or replace facilities damaged as a result of the violation.
    - b. Any injury or damage to person or property or loss of services resulting from the violation.
  - (2) *FOG surcharges.* Any User discharging greater than 200 mg/L FOG as measured by any grab sample is subject to a high-strength surcharge in addition to other enforcement and penalties.
  - (3) *Abnormal occurrences.* If in the judgment of the Director, a User is causing or may cause water pollution to such an extent as to be or become dangerous to the public health, safety or welfare, the Director may require such corrective measures as may be necessary for the protection of the public on an emergency basis, and shall have the power and authority to cause all operation of the User to cease until appropriate corrective measures have been taken by issuing an order to the owner or operator thereof directing the cessation of the operation, or by ordering the utility providing water service to the User to cease providing such service.
- (d) *Grease Trap Regulations for New Food Establishments.*
- (1) *Grease trap requirements.* All food establishments discharging wastewater containing FOG to the POTW shall install, operate, and maintain at their own expense a sufficiently sized grease trap necessary to achieve and maintain compliance as indicated below. Installation and maintenance shall conform to the current DWRSSS.
    - a. *Outdoor grease traps.* New food establishments shall have a grease trap as outlined in the DWRSSS. A size variance may be issued in an extreme case but shall be verified and documented by inspection. The size variance shall conform to DWRSSS size variance guidelines and is subject to approval by the Director. All scullery sinks, mop sinks, floor drains, dishwashers, hub drains and open receptacles shall drain into the outside grease trap.

- b. Outdoor grease trap design. Outdoor grease trap design and installation shall conform to the DWRSSS. The trap shall be located for easy access for User cleaning, pump-out, and official inspection. Dishwasher and food grinder wastewater should be discharged through a suitably sized solids interceptor prior to the emptying into the outdoor grease trap.
  - c. Indoor grease traps. All indoor grease trap design and installation shall conform to the DWRSSS. All scullery sinks shall discharge into an indoor grease trap.
  - d. Mechanical grease traps. Mechanically operated grease traps (Big Dipper, skimmers, etc.) may not be used by any User tied to the POTW collection system.
  - e. Prohibited discharge. It is prohibited to discharge the following materials into an indoor grease trap:
    - 1. Wastewater with a temperature higher than 120 degrees Fahrenheit.
    - 2. Acid or caustic trap cleaners.
    - 3. Any discharge from a dishwasher without approval from the Director.
  - f. Sampling point. To allow for observation, sampling, and measurement of wastewaters, a sampling point on the effluent discharge side of the grease trap, as required by the DWRSSS, shall be provided at User's expense. The sampling point shall be maintained and kept safe and accessible to the County at all times.
- (2) *Variances.* All Users connected to the Gwinnett County sewage collection system shall install a minimum 1,500-gallon exterior grease interceptor. Variances may be granted if in the opinion of the Director a limited amount of FOG will be discharged by the User during all aspects of their operation. If a variance is granted, a minimum of a 100-pound grease trap shall be installed along with an effluent test point that meets the testing requirements of the Gwinnett County grease program. If at any time the User exceeds the Gwinnett County discharge limit, the User may be required to upgrade to a minimum of a 1,500 gallon outdoor interceptor at the User's expense. A variance will not be granted if a dishwasher, grill, range top, fryers, or griddle is present, or if the Food Establishment processes meat. The User may also be subject to any fines or penalties associated with the illegal discharge at the discretion of the Director.
- (e) *Grease Trap Regulations for Existing Food Establishments.*
- (1) *Upgrade.* If a food establishment in existence prior to codification of this Ordinance has no grease trap or, as documented by inspection, it is determined that the current grease trap is insufficient for the volume of food service waste being treated, the Director may require that the establishment upgrade to an adequately sized grease trap and sampling point as outlined in this Section.
  - (2) *FOG Best Management Practices (FOG BMPs).* In order to enhance the overall efficiency of the grease trap, food establishments should implement FOG BMPs to reduce FOG and solids loading to their grease trap. Examples of FOG BMPs are:
    - a. Scraping food from pots, pans, plates and utensils into a garbage can;
    - b. Installation of a solid waste interceptor;
    - c. Pre-washing plates by spraying them off with cold water over a small mesh catch basin positioned over a drain. The catch basin should be cleaned into a garbage can as needed; and
    - d. Pouring all liquid grease and oil from pots and pans into a waste grease bucket stored at the pot-washing sink. Heavy solids buildup of oil and grease on pots and pans should be scraped off into the waste grease bucket.
- (f) *Grease Trap Maintenance.* All grease traps shall be maintained by the owner so as to be in continuously efficient operation. Maintenance shall include the complete removal of all contents by a properly licensed waste hauler. Top skimming, decanting or back flushing of the grease trap or its waste is prohibited. Further, the discharge of liquid, semi-solids, or solids into a grease trap from vehicles after servicing is prohibited. Vehicles capable of separating water from grease shall not discharge separated water into the grease trap or into the wastewater collection system. Cleaning and maintenance of all grease traps shall include removal of materials from the tank walls, baffles, cross pipes, inlets and outlets, both tee's and the cover. Recyclable fats, oils and greases shall not be discharged into the POTW. Any violation in the

removal of grease waste shall result in prosecution under state law. Maintenance shall be performed at frequencies as required by subparagraphs (1) and (2) below.

- (1) *Outdoor grease interceptor.* Maintenance shall be performed at intervals of not less than once every 90 days and as required by the thirty-percent rule, as follows: The depth of both bottom solids and oil/grease in a trap shall not equal or be greater than 30 percent of the total operating depth of the trap; the operating depth of a trap is the internal depth from the inlet or outlet water elevation to the bottom of the trap. Any solids interceptor should be emptied and cleaned daily. Outdoor grease interceptors shall have a minimum of 1,500-gallon capacity.
- (2) *Indoor grease trap.* Maintenance shall be performed at intervals not less than once every 30 days. A variance is required to operate an indoor grease trap in place of a 1,500-gallon minimum outdoor interceptor. Indoor grease traps shall have a minimum of 100 pound capacity. Any current User connected to the Gwinnett County sewage collection system that currently operates an indoor grease trap, regardless of size, shall prove to the satisfaction of the Director that they are not discharging illegally or the User shall be required to upgrade to a 1,500-gallon minimum outdoor grease interceptor. Users may not operate indoor grease traps with a capacity less than 100 pounds. A solids interceptor tied to an indoor grease trap should be emptied and cleaned daily.
- (3) *Pumping variance.* Variances may be granted if the User can prove at their expense to the Director's satisfaction that the discharge from the User's grease trap or interceptor is meeting the county's discharge limit up to 180 consecutive days for outdoor grease interceptors or 120 consecutive days for indoor grease traps.
- (4) *Additives.* It is specifically prohibited to use any additive, such as enzymes, chemicals, or bacteria, as a substitute for grease trap maintenance. The direct addition of such additives to a grease trap is also prohibited.
- (5) *Waste removal.* The User shall be responsible for the proper removal and legal disposal of the grease trap waste. All waste removed from each grease trap shall be tracked by an approved three-part manifest and the contents shall be disposed of at a facility permitted to receive such waste. In no manner shall any grease trap contents be discharged to the Gwinnett County sewer or stormwater system.
- (6) *Manifest transmittal.* The User shall maintain a legible copy of the completed three-part manifest on site for each service event. Failure to provide all manifests for review by Gwinnett County grease inspectors may result in a fine at the discretion of the Director.
- (g) *Recordkeeping by User.* It shall be a violation of this Ordinance for a User to allow the removal of their grease trap waste without documentation by an approved three-part manifest. The User shall be responsible for maintaining a copy of these manifests on site for a period of three years and subject to the Director's review without prior notification. The manifest shall contain the information listed below:
  - (1) *Food Service Establishment:*
    - Facility Name, Address, and Telephone Number
    - Trap Type and Size
    - Date and Volume Removed from the Trap
    - Authorized Signature (verifying the grease trap was cleaned and in operable condition)
  - (2) *Service Company Information (Waste Hauler):*
    - Pumper Name, Address, and Telephone Number
    - Pumper Permit Number
    - Date and Volume Removed from the Trap
    - Disposal Method
    - Authorized Signature of Pumper
  - (3) *Disposal Site:*
    - Facility Name, Address, and Telephone Number
    - Facility EPD Permit Number
    - Date and Volume Received
    - Authorized Signature Verifying Receipt of Waste

- (h) *Grease Trap Inspections by DWR.*
  - (1) *Inspection.* Inspection of a grease trap shall be performed according to the "30 percent rule" as defined herein.
  - (2) *Failed inspection.* If a grease trap fails the initial inspection, the inspector may notify the User that the grease trap shall be cleaned out within seven calendar days. After seven calendar days, the grease trap should be re-inspected.
  - (3) *Failed reinspection.* If at the first re-inspection, the grease trap is found to still be in non-compliance, a Notice of Violation may be issued and the User may be told that the grease trap shall be cleaned immediately. After three weekdays, the grease trap may be re-inspected.
  - (4) *Mechanical grease traps.* Mechanically operated grease traps may not be used by any User tied to the Gwinnett County collection system.
- (i) *Notice of FOG Violation by DWR.*
  - (1) *Issue FOG NOV.* As outlined in Division 2, whenever the Director discovers a violation of any provision of this Ordinance, a written NOV may be issued to the User. If satisfactory remedy has occurred within the time frame specified in the NOV, the requirement for a written explanation of the violation and a plan for satisfactory correction and prevention by the User may be waived by the Director.
  - (2) *Disregard of FOG NOV.* If a User served with a NOV fails to initiate/complete corrective action within the time frame specified within the NOV, the Director may pursue one or more of the following options:
    - a. Have the grease trap pumped and place the appropriate charge on the User's monthly water and sewer bill.
    - b. Terminate water and sewer service to the establishment.
    - c. File an appropriate action in the courts to compel compliance.
    - d. Any combination of the above enforcement actions.

*(Ord. No. SWR-2010-001, 11-16-10)*

Gwinnett County, Georgia, Code of Ordinances >> PART II - CODE OF ORDINANCES >> Chapter 114 - UTILITIES >> ARTICLE III. - SEWER SERVICE >> DIVISION 4. - RECLAIMED WATER >>

**DIVISION 4. - RECLAIMED WATER**

Sec. 114-107. - Reclaimed water.

Secs. 114-108—114-110. - Reserved.

**Sec. 114-107. - Reclaimed water.**

All users of reclaimed water shall comply with the conditions of the County's reuse permit issued by the Georgia EPD. The Director of Water Resources is authorized to issue permits for the use of reclaimed water. These permits will contain conditions of the use and application of reclaimed water, including curtailment or interruption of usage.

*(Ord. No. SWR-2010-001, 11-16-10)*

**Secs. 114-108—114-110. - Reserved.**

Gwinnett County, Georgia, Code of Ordinances >> PART II - CODE OF ORDINANCES >> Chapter 114 - UTILITIES >> ARTICLE IV. - SYSTEM DEVELOPMENT CHARGES >>

## ARTICLE IV. - SYSTEM DEVELOPMENT CHARGES

### DIVISION 1. - WATER AND SEWER SYSTEM DEVELOPMENT CHARGES

Gwinnett County, Georgia, Code of Ordinances >> PART II - CODE OF ORDINANCES >> **Chapter 114 - UTILITIES >> ARTICLE IV. - SYSTEM DEVELOPMENT CHARGES >> DIVISION 1. - WATER AND SEWER SYSTEM DEVELOPMENT CHARGES >>**

### **DIVISION 1. - WATER AND SEWER SYSTEM DEVELOPMENT CHARGES**

Sec. 114-111. - Title, authority, and applicability.

Sec. 114-112. - Intent and purpose.

Sec. 114-113. - Definitions.

Sec. 114-114. - Imposition of system development charges.

Sec. 114-115. - Payment of system development charges.

Sec. 114-116. - Calculation of water system development charges and sewer system development charges.

Sec. 114-117. - Sewage pumping station phase-out charges.

Sec. 114-118. - Use of water and sewer system development charge funds.

Sec. 114-119. - Sewage pumping station operation and maintenance and replacement charges.

Sec. 114-120. - Exemptions and refunds.

Sec. 114-121. - Water and sewer system development charge service areas established.

Sec. 114-122. - Accounting for water and sewer system development charges.

Sec. 114-123. - Review of charges.

Sec. 114-124. - Penalty and enforcement provision.

Sec. 114-125. - Interlocal government agreement and SDC equivalents (SDCEs).

Sec. 114-126. - Severability.

#### **Sec. 114-111. - Title, authority, and applicability.**

- (a) *Title.* This Ordinance shall be known and may be cited as the Gwinnett County Water and Sewer System Development Charge (SDC) Ordinance of 2010.
- (b) *Authority.* Gwinnett County has the authority to adopt this Ordinance pursuant to Article 9, Section 3, Paragraph 1 and Article 9, Section 2, Paragraph III of the Constitution of the State of Georgia, and pursuant to Related Laws Article II, Division 8, Section 23.
- (b) *Applicability.* This Ordinance shall apply to all areas where the County provides water and/or sewer service, including both retail and wholesale service.

(Ord. No. SDC-2010, 12-14-10)

#### **Sec. 114-112. - Intent and purpose.**

- (a) *Intent.* The intent of this Ordinance is to ensure that new development bears an appropriate and proportionate share of the capital cost for System Improvements necessary to provide water and/or sewer facilities in Gwinnett County. It is in the interest of the public's health, safety and welfare and convenience for the County to require payment of appropriate and proportionate share charges upon commencement of any development increasing demand. This Ordinance therefore imposes a SDC on new service whenever the new service creates the potential for additional demand. Increased potential for retail water demand is generally characterized as installing or adding a water meter for any purpose other than static fire protection; increased potential for wholesale water demand is generally characterized as measured increases in wholesale water usage above past amounts. Increased potential for retail sewer demand is generally characterized as installing or adding a water meter when any portion of down-stream plumbing is connected to the Sewer System; increased potential for wholesale sewer demand is generally characterized as measured increases in wholesale sewer usage above past amounts.
- (b)

*Purpose.* The purpose of this Ordinance is to establish revenues to assist in providing increased capacity for the water and sewer system. The increased capacity shall accommodate the additional demand new development places on the Water System and/or Sewer System. New development which increases demand or which has the potential to increase demand shall be required to pay a fee which does not exceed a proportionate share of the reasonably anticipated capital costs of new water and sewer facilities that its presence necessitates. This will be accomplished by requiring payment of appropriate and proportionate share charges upon commencement of any new development increasing demand, including increasing demand within wholesale jurisdictions. The Water System Development Charge and Sewer System Development Charge are for the exclusive purpose of providing increased capacity for the water and sanitary sewer system, respectively.

(Ord. No. SDC-2010, 12-14-10)

### **Sec. 114-113. - Definitions.**

Unless a provision explicitly states otherwise, the following terms and phrases, as used in this Ordinance, shall have the meanings hereinafter designated.

*Authority.* An entity having legal existence with the capacity to sue and be sued in the State of Georgia, and empowered to enter into binding contracts.

*Building permit.* The document issued by Gwinnett County, or by any city or jurisdiction where the County provides direct water or sewer services, authorizing the construction, repair, alteration or addition to a structure, or authorizing the installation of a mobile home.

*Capital improvement.* An improvement with a useful life of ten (10) years or more, by new construction or other action, which increases the service capacity of a Public Water Facility or Public Sewer Facility. (See also System Improvement.)

*Capital Improvements Plan or CIP.* The portion of the Gwinnett County Capital Improvements Plan which sets out projected needs for Water System and Sewer System Improvements, and a description of anticipated funding sources for each required improvement.

*County.* Gwinnett County, a political subdivision of the State of Georgia.

*Developer.* Any person or legal entity undertaking Development activity.

*Development or Development Increasing Demand.* Any construction or expansion of a building, structure, or use, any material change in use of a building or structure, or any change in the use of land, including irrigation, any of which increases the actual or potential demand on the Water System and/or Sewer System and need for public facilities as demonstrated by an increase in the number or size of water taps and/or a connection to water and/or sewer where none previously existed.

*Director.* The County Director of Water Resources (DWR) and/or the officials that he or she may designate to administer the various provisions of this Ordinance.

*Meter Size.* The manufacturer's rated diameter of the inlet and outlet connecting pipes to the meter, or nominal diameter of the tap on the water main if different from the manufacturer's rated diameter of the meter.

*Person.* Any person, group of persons, firm or firms, corporation or corporations, nonprofit organization or non-government organization, municipality, or other form of government, or any other entity.

*Public Sewer Facility or Public Sewer Facilities.* Assets providing wastewater capacity including but not limited to wastewater collection and conveyance facilities, reclamation plants, residual biosolids handling and disposal facilities, and other support facilities required for system operation.

*Public Water Facility or Public Water Facilities.* Assets providing Water System capacity including but not limited to water supply, potable water treatment plants, raw and potable water storage, raw and potable water transmission lines, potable water distribution lines, and other support facilities required for system operation.

*Sewer Demand.* The potential demand placed on the Gwinnett County Sewer System by a connection to the Sewer System. Sewer demand flows are equated to metered water demand.

*Sewage Pumping Station.* An installation for the conveyance of sewage by means other than gravity, and which is built in accordance with County standards and specifications.

*Sewer System.* All public sanitary sewer facilities for wastewater collection and treatment and other support facilities required for system operation.

*Sewer System Development Charge(s) or Sewer SDC(s).* A payment of money imposed on Development as a condition of development approval to pay for a proportionate share of the capital cost of Sewer System improvements needed to serve new growth and development. SDCs shall be deemed to run with the land, and shall not be transferable from one tract or lot of land to another.

*System Improvements.* Capital improvements that are Public Water Facilities or Public Sewer Facilities and are designed to provide service to the community at large.

*System Improvement Costs.* Capital costs incurred to provide additional water or sewer capacity needed to serve new growth and development. Such capital costs may be incurred for planning, design, land acquisition, land improvement, construction, including the cost of both new construction and reconstructing System Improvements or Public Water Facility or Public Sewer Facility expansions, and related land acquisition costs, including land purchases, court awards and costs, attorney's fees, and expert witness fees. System Improvement Costs may also include projected interest charges and other finance costs if and to the extent the Water or Sewer SDCs are to be used for the payment of principal and interest on bonds, notes, or other financial obligations issued by or on behalf of the County to finance Capital Improvements. Such costs do not include routine and periodic maintenance expenditures, personnel training, and other operation costs.

*Water Demand.* The potential demand placed on the Gwinnett County Water System by a connection to the Water System. Demands are rated either by the potential maximum flow through the water meter for each connection, or by the average historical usage by different sized connections.

*Water System.* All public water facilities for supply, treatment, storage, transmission, distribution, and other support facilities required for system operation.

*Water System Development Charge(s) or Water SDC(s).* A payment of money imposed upon Development as a condition of development approval to pay for a proportionate share of the capital cost of Water System improvements needed to serve new growth and development. SDCs shall be deemed to run with the land, and shall not be transferable from one tract or lot of land to another.

(Ord. No. SDC-2010, 12-14-10)

#### **Sec. 114-114. - Imposition of system development charges.**

- (a) *Applicable to Development Which Increases Demand.* Any person who engages in Development increasing water demand or creating the potential to increase water demand by adding or increasing the size of a water meter shall pay a Water SDC as required by this Ordinance. Any person who engages in Development increasing sewer demand shall pay a Sewer SDC as required by this Ordinance. Examples include, but are not limited to, the following circumstances wherein a SDC is due. The examples provided are not exhaustive. Exceptions are defined elsewhere in this Ordinance.
- (1) Establishment of a new Water System connection with a new meter mandates payment of a Water SDC.
  - (2) Establishment of a new Sewer System connection where none previously existed mandates payment of a Sewer SDC.
  - (3) A water customer who was not previously a sewer user and who taps onto sewer mandates payment of a Sewer SDC(s) for all water meters serving fixtures which are thus connected to sewer.
  - (4)



An existing water-only customer who adds a water tap and meter must pay an additional Water SDC appropriate to the size of the new tap, regardless of whether or not there were changes in structure or occupancy. Similarly, an existing water and sewer customer who adds a water tap and meter must pay both the Water and Sewer SDC appropriate to the size of the new tap, regardless of whether there were changes in structure or occupancy, and regardless of whether a new sewer tap was made, unless no fixtures or plumbing of that new water tap are connected to sewer.

- (5) A tap made for the sole purpose of irrigation shall pay a Water SDC but not a Sewer SDC.
- (b) *SDC Payment Prerequisite to a Building Permit.* No building permit for any activity requiring payment of the appropriate SDC(s) pursuant to this Ordinance shall be issued by the County unless and until the SDC has been paid.
- (c) *Sewage Pumping Station Charges.* Any person who engages in Development increasing sewer demand and who installs a new sewage pumping station shall pay sewage pumping station charges as required by this Ordinance.
- (d) *Change of Use, Redevelopment, or Modification of Structure.* When a change of use, redevelopment or modification of an existing use or building requires an increase in water meter size, the new SDC(s) shall be based on the difference between the current value of the SDC for the existing tap and the SDC calculated for the proposed use. However, should the change of use, redevelopment or modification of an existing use or building or water meter result in a net decrease in water meter size, no refunds or credits for past impact fees or SDCs paid shall be made or created.

(Ord. No. SDC-2010, 12-14-10)

**Sec. 114-115. - Payment of system development charges.**

- (a) Any person required to pay Water and/or Sewer SDCs pursuant to this Ordinance shall pay such fees to the Department of Planning and Development or to the appropriate municipality prior to or concurrent with the issuance of a Building Permit. If an existing water meter is to be replaced with a larger meter then SDCs shall be paid prior to the installation of the new meter. Sewage Pumping Station charges shall be paid as a prior condition of sewer extension plan approval.
- (b) All funds collected pursuant to this Ordinance shall be properly identified as SDCs and accounted for as further described in the Section of this Ordinance on Accounting for SDCs. Funds shall be used solely for the purposes specified in this Ordinance.

(Ord. No. SDC-2010, 12-14-10)

**Sec. 114-116. - Calculation of water system development charges and sewer system development charges.**

- (a) *SDC Formulas.* The maximum amount of the proportionate share SDC shall be calculated using the following formulas. In any given year the actual SDC charged may be less than the maximum allowable. Water and sewer SDCs shall be separately calculated.

$$SDC = ACC \times ME$$

SDC = System Development Charge.

The SDC for the meter in question.

ACC = Allocated Capital Cost

The allocated capital cost of providing water facilities required to serve the demand created by an average ¾-inch meter customer.

ME = Meter Equivalency

The meter equivalency factor for the meter in question, from the schedule of meter equivalencies established from historical usage by Gwinnett County customer categories.

$$ACC = AB / CB \times D$$

AB = Value of the Total Asset Base for Future Customers

CB = Total Capacity of Total Asset Base for Future Customers

The capacities created by the total historical and planned investment made in facilities available for future customers expressed in gallons per day of capacity on an average daily basis.

D = Projected Water Demand

The average daily water consumption of all active customers with a 3/4-inch meter as of the calendar year(s) prior to the date the SDC resolution was passed by the WSA, which has been calculated by the Department of Water Resources (DWR) from billing records.

$AB = ((FA-G-CA-P) \times \%AFC) + FCIP-FRC$

FA = Total Fixed Assets

The total value of all existing fixed assets of the Water System or Sewer System.

G = Fixed Assets Funded by Grants

The value of grants received by Gwinnett County from the State of Georgia, the EPA or other sources for System Improvements. This value is deducted from the fixed assets to reflect the fact that this amount was not paid by existing customers and therefore should not be recovered from future customers through SDCs.

CA = Contributed Assets

The value of water distribution lines, collection sewers, and any other water or system assets donated to the water or sewer system, usually by developers. The contributed assets received by Gwinnett County are deducted from the value of existing fixed assets to reflect the fact that these facilities were not paid for by existing customers and therefore should not be recovered from future customers through the SDCs.

P = Principal Outstanding on Bonds for Fixed Assets

To prevent SDCs from recovering debt on existing assets that will be repaid using future rate payments, the total amount of principal on outstanding debt used to develop existing fixed assets is deducted from the cost basis of the SDC.

%AFC = Percent of Fixed Assets Available for Future Customers

Only the value of existing fixed assets that is associated with capacity actually available for use by future customers is allocated to SDCs. An estimate of the existing capacity available for future customers by functional category is multiplied by the net value of existing assets to remove the value of any assets currently used or committed to existing customers.

FCIP = Future CIP Projects Allocated to Future Customers

The projected cost of capital improvement plan projects that will result in an increase in capacity available for future customers.

FRC = Future Rate Credit

To prevent SDCs from recovering for the portion of the value of planned assets providing capacity that will be repaid using the present value of rate payments from future customers, a projection of rate payments by future customers for debt retirement on planned assets providing capacity is deducted from the cost basis of the SDCs.

CB=CHI+CCIP

CHI = Capacity of Historical Investment Available to Future Customers

Capacities for each system functional category of the historical investment available for future customers.

CCIP = Capacity of CIP Projects Allocated to Future Customers

Capacities reflecting the net increase in capacity available for future customers resulting from all CIP projects by functional category.

- (b) *SDCs Established by Resolution.* The amount of the SDC graduated by water meter size shall be that established by joint resolution of the Water and Sewerage Authority and the Board of Commissioners.

(Ord. No SDC-2010, 12-14-10)

**Sec. 114-117. - Sewage pumping station phase-out charges.**

If, for the purposes of Development, a sewage pumping station must be installed, the developer shall pay sewage pumping station phase-out charges as set by joint resolution by the WSA and the BOC. Such charges may recover some or all of the costs imposed on long-range Capital Improvements Plan caused by the public acceptance of the sewage pumping station. Such payments shall be made as a prior condition of sewer plan approval.

*(Ord. No. SDC-2010, 12-14-10)*

**Sec. 114-118. - Use of water and sewer system development charge funds.**

- (a) *Dedication of SDC Revenues to System Improvements.* Funds collected from SDCs shall be used to pay a proportionate share of System Improvement costs, including servicing debt for applicable System Improvements. No funds generated by SDCs shall be used for periodic or routine maintenance.
- (b) *Exclusive to Either Water or Sewer System Improvements.* Water SDCs shall be used exclusively for Water System Improvements. Sewer SDCs shall be used exclusively for Sewer System Improvements.
- (c) *Annual Reporting.* Each fiscal period the Department of Financial Services shall present to the BOC an annual report describing the amount of SDCs collected, encumbered and used during the preceding year.
- (d) *Debt Service Funding.* Water and Sewer SDCs may be used for the payment of principal and interest on bonds, notes or other financial obligations issued by or on behalf of the County or the WSA to finance public Water or Sewer System Improvements, respectively.

*(Ord. No. SDC-2010, 12-14-10)*

**Sec. 114-119. - Sewage pumping station operation and maintenance and replacement charges.**

If, for the purposes of Development, a sewage pumping station must be installed, the developer may be required to pay a cost as set by joint resolution of the WSA and BOC to defray the future operation and maintenance or replacement cost of that sewage pumping station. This cost may recover some or all of the projected future costs to operate, maintain, and replace the sewage pumping station over a twenty-five year planning period. Such payment shall be made as a prior condition of sewer plan approval.

**Sec. 114-120. - Exemptions and refunds.**

- (a) *Exemptions.* The following shall be exempted from payment of SDCs:
  - (1) Any development whereby neither water nor sewer service is initiated.
  - (2) Any development which a) does not add or increase the number or size of water meters, and b) sewer service is not initiated.
  - (3) The replacement of a building, mobile home or structure that was in place on the effective date of this Ordinance, or the replacement of a building, mobile home or structure subsequent thereto and for which the then-correct SDC had been paid or otherwise provided for, with a new building, mobile home or structure, provided that the size of the pre-existing water meter stays the same and no new taps are requested.
  - (4) Public school districts which own the property served and which pay the water and/or sewer bill for the service requested are exempt from the payment of SDCs.
  - (5) State universities which own the property served and which pay the water and/or sewer bill for the service requested are exempt from the payment of SDCs.
  - (6) Taps made solely for the purpose of fire suppression and which are deemed to have zero consumption except for the purposes of fire protection shall not pay SDCs. However, should usage on such fire lines be initiated after installation for purposes other than fire protection then the entity receiving the water bill shall be invoiced for the full amount of the then-current water and/or sewer SDC corresponding to the size of the fire line tap, which shall thereafter be metered. Such SDC(s).

shall be paid within 90 days unless usage is disconnected; unpaid SDCs shall become a lien on the property after 90 days.

- (7) If a development eliminates or relocates one or more existing sewage pumping stations such that, even though new sewage pumping stations are built, the result is there is a decrease in the County's inventory of sewage pumping stations, then the new sewage pumping station(s) is exempt from payment of both sewage pumping station charges.
- (8) If a development eliminates or relocates one or more existing sewage pumping stations such that, even though new sewage pumping stations are built, the result is no net increase in the County's inventory of sewage pumping stations and the new pump station(s) is in the same size category as the old pump station(s), then the new sewage pumping station(s) is exempt from payment of both sewage pumping station charges; however, if an existing pumping station is decommissioned and a larger pumping station is built, then that new pumping station is exempt from the Phase-Out charge but may be liable for the difference in the Operation and Maintenance and Replacement Charges applicable to different size categories of pumping stations.
- (b) *SDCs not Refundable.* Unless otherwise required by law, refunds of SDCs shall not be made unless such was collected in error.

*(Ord. No. SDC-2010, 12-14-10)*

**Sec. 114-121. - Water and sewer system development charge service areas established.**

There is hereby established a SDC Service Area comprised of all areas where the County presently or may through system extensions provide water and/or sewer service.

*(Ord. No. SDC-2010, 12-14-10)*

**Sec. 114-122. - Accounting for water and sewer system development charges.**

- (a) *SDC Accounts.* Water and sewer SDC funds shall be deposited and maintained in one or more interest bearing accounts. Interest earned on SDCs shall be considered funds of the account on which it is earned and shall be subject to all restrictions imposed by the Section of this Ordinance on Use of SDC Funds.
- (b) *SDC Account Withdrawals.* Funds withdrawn from these accounts must be used in accordance with the provisions of the Section of this Ordinance on Use of SDC Funds.

*(Ord. No. SDC-2010, 12-14-10)*

**Sec. 114-123. - Review of charges.**

The SDC schedule and pumping station charges may be reviewed by either the WSA and/or the BOC at the time of their determination. Any failure to review such schedule shall not invalidate this Ordinance. Amendments to the SDC schedule may be adopted by resolution.

*(Ord. No. SDC-2010, 12-14-10)*

**Sec. 114-124. - Penalty and enforcement provision.**

- (a) *SDC Payment Required for Construction.* Any building permit used for new construction as covered by this Ordinance but without payment of the fee as required by this Ordinance shall be void and construction activity may be halted by the County.
- (b) *Violations.* A violation of this Ordinance shall be a misdemeanor punishable according to law; however, in addition to or in lieu of any criminal prosecution, the County shall have the power to sue for relief in civil court to enforce the provisions of this Ordinance. Knowingly furnishing false information to the Director on any matter relating to the administration of this Ordinance shall constitute a violation thereof.

*(Ord. No. SDC-2010, 12-14-10)*

**Sec. 114-125. - Interlocal government agreement and SDC equivalents (SDCEs).**

- (a) *Interlocal Agreements for SDC Collection.* The County may enter into interlocal agreements with municipalities within or outside the County, with other counties, with authorities, or with the state for the purpose of assessing, collecting, and expending SDCs as further provided by this Ordinance.
- (b) *Wholesale SDCs and SDC Equivalentents.* The County may require payment of SDCs as a condition of providing wholesale water or sewer service. The County shall require payment of SDCEs as a condition of providing for increases in wholesale water or sewer demand. An interlocal agreement is not required for the imposition and collection of SDCEs. SDCE amounts may be established by County resolution.

*(Ord. No. SDC-2010, 12-14-10)*

**Sec. 114-126. - Severability.**

If any section, phrase, sentence or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

*(Ord. No. SDC-2010, 12-14-10)*

**EXHIBIT "D"**

**CITY OF NORCROSS SEWER BILLING**

April 20, 2009

CITY OF NORCROSS SEWER BILLING  
 Year-End Capital Invoice  
 Billing Year 2008

Gwinnett County Site	Project Number	Project Description	Actual Expenses	Norcross Percentage Share (%)	Norcross Share (\$)
<i>Yellow River</i>	M-0141-01	Yellow River WRF Improvements	\$65,414,214.06	2.95%	\$1,929,719.31
			\$65,414,214.06	2.95%	\$1,929,719.31
<i>Crooked Creek</i>	M-0120-01	Crooked Creek WRF Improvement Study	\$0.00	2.19%	\$0.00
	M-0120-02	Crooked Creek WRF Improvements	\$1,015,386.50	2.19%	\$41,846.06
	M-0142-19	Crooked Creek WRF Aeration Improvements	\$1,246,807.09	2.19%	\$27,305.08
	M-0142-21	Crooked Creek WRF Filter Rehab & Media	\$565,155.77	2.19%	\$12,376.01
				\$3,727,340.36	2.19%
				<b>Total Norcross</b>	<b>\$2,011,348.27</b>

February 19, 2010

**CITY OF NORCROSS SEWER BILLING**  
**Year-End Capital Invoice**  
**Billing Year 2009**

Gwinnett County Site	Project Number	Project Description	Actual Expenses	Norcross Percent (Share %)	Norcross Share (\$)
Yellow River	M-0141-01	2009 Yellow River WRF Improvements	\$71,680,194.83	2.95%	\$2,111,815.74
			\$71,680,194.83	2.95%	\$2,111,815.74
Crooked Creek	M-0120-02	Crooked Creek WRF Improvements	\$1,187,616.79	2.19%	\$26,008.81
	M-0142-10	Crooked Creek WRF Aeration Improvements	\$18,004.21	2.19%	\$394.29
	M-0142-14	Crooked Creek WRF Equipment Rehab	\$125,691.61	2.19%	\$2,752.65
			\$1,331,312.61	2.19%	\$29,155.75
				<b>Total Due:</b>	<b>\$2,140,771.49</b>



February 9, 2011

**CITY OF NORCROSS SEWER BILLING**  
**Year-End Capital Invoice**  
**Billing Year 2010**

Gwinnett County Site	Project Number	Project Description	Actual Expenses	Norcross Percentage Share (%)	Norcross Share (\$)
<i>Yellow River</i>	M-0141	2010 Yellow River WRF Improvements	\$54,251,728.10	2.95%	\$1,600,425.98
			\$54,251,728.10	2.95%	\$1,600,425.98
<i>Crooked Creek</i>	M-0120	Crooked Creek WRF Improvements	\$8,394,728.60	2.19%	\$183,844.50
	M-0142-14	Crooked Creek WRF Equipment Rehab	\$54,076.39	2.19%	\$1,184.27
	M-0760-03	Crooked Creek WRF IPS Modelling	\$53,932.48	2.19%	\$1,181.12
	M-0760-04	Crooked Creek WRF Grit Chamber Improvements	\$12,973.77	2.19%	\$284.13
				\$8,515,711.24	2.19%
				<b>Total Due:</b>	<b>\$1,786,920.06</b>

May 23, 2012

**CITY OF NORCROSS SEWER BILLING  
Year-End Capital Invoice  
Billing Year 2011**

Oconee County Site	Project Number	Project Description	Actual Expenses	Norcross Percentage Share (%)	Norcross Share (\$)
Yellow River	M-0141	2010 Yellow River WRF Improvements	\$22,100,761.47	2.05%	\$651,972.46
			\$22,100,761.47	2.05%	\$651,972.46
Crooked Creek	M-0120	Crooked Creek WRF Improvements	\$16,407,223.89	2.19%	\$359,318.20
	M-0780-07	Crooked Creek WRF New Grit Chamber Modelling	\$39,330.00	2.10%	\$881.33
	M-0780-08	Crooked Creek WRF Administration Building Replacement & Warehouse Building	\$967,490.00	2.10%	\$21,188.03
			\$17,414,043.69	2.19%	\$381,367.56
			<b>Total Due:</b>		<b>\$1,033,340.02</b>