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CLERK, SUPERIOR COURT
GWINNETT COUNTY, GA

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RICHARD ALEXANDER, CLERK

IN THE SUPERIOR COURT OF GWINNETT COUNTY

STATE OF GEORGIA

Gwinnett County, Georgia,

Petitioner,

v.

Civil Action File No.
09A-01923-9

City of Auburn, Georgia; City of Berkeley :
Lake, Georgia; Town of Braselton, Georgia; :
City of Buford, Georgia; City of Dacula, :
Georgia; City of Duluth, Georgia; City of :
Grayson, Georgia; City of Lawrenceville, :
Georgia; City of Lilburn, Georgia; City of :
Loganville, Georgia; City of Norcross, :
Georgia; City of Rest Haven, Georgia; :
City of Snellville, Georgia; City of Sugar :
Hill, Georgia; and City of Suwanee, :
Georgia; :

Respondents.

FINAL CONSENT ORDER

WHEREAS, the Court has entered a Final Order to dispose of all issues presented in this action on September 26, 2011 which incorporated by reference the Court's Order entered October 28, 2009 (collectively referred to herein as the "September 26th Order"); and

WHEREAS, the Plaintiff has filed a notice of appeal and certain post-judgment motions; and

WHEREAS, the remaining parties (the Cities of Auburn, Berkeley Lake, Braselton, Buford, Dacula, Duluth, Grayson, Lawrenceville, Lilburn, Loganville, Norcross, Rest Haven, Snellville, Sugar Hill, Suwanee and the County) have continued to negotiate directly in an attempt to settle this case and to formulate a 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 Act; and

WHEREAS, the County and the Cities named above have reached a settlement of all issues presented in this action pursuant to O.C.G.A. § 36-70-20, et seq.; and

WHEREAS, the parties wish the Court to enter this Order which shall supersede the terms of all other Orders in this case, to resolve all issues presented in the appeals and post-judgment motions, to dispose of all issues presented in this action, and to memorialize their agreement for the provision of services to residents of unincorporated and incorporated areas pursuant to the Service Delivery Strategy Act; and

WHEREAS, the parties have agreed upon a service delivery strategy that is in the best interest of the citizens and taxpayers of the unincorporated county and the citizens and taxpayers of the Cities; and

WHEREAS, the parties further intend for the terms of this Consent Order to be incorporated in resolutions adopted by each party hereto following the execution of this Consent Order;

NOW THEREFORE, BASED UPON THE AGREEMENT OF THE UNDERSIGNED PARTIES, IT IS ORDERED AS FOLLOWS:

A. IMPLEMENTATION SCHEDULE

- (1) The terms of this Consent Order shall supersede the terms of all previously entered Orders in this action.
- (2) The Board of Commissioners and each affected City described herein shall pass resolutions forming the special service districts described herein on or before March 8, 2012.

- (3) The special service districts and all associated millage rates shall become effective on January 1, 2013.

B. DISTRICT IMPLEMENTATION

- (1) The existing Parks and Recreation Special Service District and the existing Solid Waste Special Service Districts are unaffected by this Order or any previous Order.

- (2) The County and affected Cities shall form the following special service districts relating to this Consent Order and Service Delivery Strategy Agreement:

- Fire and Emergency Medical Services District – (Fire and EMS District);
- Loganville Emergency Medical Services District – (Loganville EMS District);
- Police Services District; and
- Planning, Development, Permitting, Zoning and Code Enforcement Services District – (Development and Enforcement District).

- (3) The County and affected Cities shall form the four (4) districts identified in paragraph 2 of this Section in accordance with the following terms:

(a). **FIRE AND EMERGENCY MEDICAL (EMS) SERVICES DISTRICT** (hereinafter “Fire and EMS District”).

- (1) On or before March 8, 2012, the County and each municipality located wholly or partially within Gwinnett

County, except for the City of Loganville, shall pass a resolution jointly forming a special service district for the provision of Fire and EMS services. The Fire and EMS District shall consist of the entire unincorporated area of the County as well as incorporated areas located within Gwinnett County other than the incorporated area of the City of Loganville that is located within Gwinnett County. The County shall provide Fire and EMS services within such special district. This special service district shall become effective on January 1, 2013.

- (2) 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.
- (3) 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, and property taxes levied and collected solely within the Fire and EMS District for the sole purpose of funding Fire and EMS Services within said District.

- (4) The County shall establish a Fire and EMS District Fund in order to properly segregate the financial matters and records of the Fire and EMS District. Costs and revenues attributable to Fire and EMS services shall be accounted for within the Fire and EMS District Fund.
- (5) 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.
- (6) On or before March 8, 2012, the County and the Cities participating in the Fire and EMS District shall execute a separate intergovernmental agreement concerning the provision of Fire and EMS services consistent with this Order. The provisions of each intergovernmental agreement and any amendment thereto shall survive any revision of the parties' service delivery strategy agreement unless the intergovernmental agreement is amended by the parties.

CITY OF LOGANVILLE

- (1) Fire Services. After the adoption of the Resolutions creating the Fire and EMS District described above, the County shall not provide fire services within the City of Loganville. After the effective date (January 1, 2013)

of the said Resolutions, the County shall not tax for fire services within the City of Loganville.

- (2) Loganville Emergency Medical Service District ("Loganville EMS District"). On or before March 8, 2012, the County and the City of Loganville shall pass resolutions jointly forming a special service district for the provision of EMS. The Loganville EMS District shall consist of the entire incorporated area of the City of Loganville located within Gwinnett County. The County shall provide EMS, including ambulance services and other services associated with the provision of and required to be provided with EMS, within the Loganville EMS District. This special service district shall become effective as of January 1, 2013.

- (a) The County shall establish a separate Loganville EMS District Fund in order to properly segregate the financial matters and records of the Loganville EMS District. This fund shall be created immediately upon the execution of Resolutions adopted by the County and the City of Loganville regarding the formation of the Loganville EMS District.

- (b) To fund the Loganville EMS District, the County shall make a one-time transfer into the Loganville EMS District Fund of \$820,000.00. This fund transfer is compensation to the City of Loganville for fire and other associated services previously provided by the City of Loganville on behalf of the County and for fire services which will be provided in 2012 in advance of the

effective date of the Loganville EMS District. Said transfer shall be made within 30 days of the formation of Loganville EMS District.

(c) Loganville EMS District services shall be funded from the fund balance described above until such fund balance is depleted. Any tax to be assessed against the Loganville EMS District (and the only tax assessed within said District) shall be based upon costs calculated using the following formula:

- i. Expenditures and revenues shall be based on the current year's budgeted figures.
- 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 City's percentage of the current year's certified county-wide net tax digest.

(3) The City of 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 thereafter. To exercise such option, the City shall adopt a resolution which requests that the County discontinue EMS services within the City and that the Loganville EMS District be dissolved. To allow for planning and budgeting and adequate transition time, such

approved resolution must be delivered to the County by January 31 of the calendar year preceding the effective date of the City's decision to no longer receive EMS services from the County. Any such election shall be effective January 1 of the year following the delivery of the resolution described in this paragraph. Any portion of the \$820,000 initial transfer to the City of Loganville EMS District which has not been spent at the time of dissolution of the Loganville EMS District shall be remitted to the City of Loganville.

- (4) On or before March 8, 2012, the County and the City of Loganville shall execute an intergovernmental agreement (Loganville EMS Agreement) which specifies the terms included in this Consent Order and any other provisions which may be mutually agreed upon by the County and the City of Loganville. The term of this agreement will be no less than seven (7) years but may be longer if the County and City of Loganville agree. . The provisions of the Loganville EMS Agreement shall survive revisions of the Service Delivery Strategy Agreement unless the Loganville EMS Agreement is amended by the Parties.

(b). POLICE SERVICE DISTRICT (Police District)

- (1) The County and the Cities of Berkeley Lake, Buford, Dacula, Grayson, Rest Haven, and Sugar Hill (the Non-police Cities) shall pass a joint resolution on or before March 8, 2012 which creates a special police service district for the provision of all police services as defined

below. The Police 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 County shall provide police services as defined below to the Non-police Cities. The County shall provide the same police services it provides to the residents and businesses of the unincorporated area and at the same level of service to the residents and businesses of the Non-police Cities. The special service district shall be effective on January 1, 2013.

(3) The County is currently providing the following described Police Services to the Non-police Cities and the unincorporated area of the County, to wit:

- a. Accident Investigation
- b. Alcohol & Vice
- c. Asset Forfeitures
- d. Aviation
- e. Bomb Disposal (EOD)
- f. Commercial Vehicle Enforcement
- g. Crime Analysis
- h. Crime Prevention
- i. Crime Scene Investigation
- j. Crime Suppression
- k. Criminal Intelligence Analysis
- l. DUI Task Force
- m. Field Intelligence
- n. Gang Unit
- o. Highway Interdiction
- p. Joint Terrorism Task Force
- q. K-9 Teams
- r. Motor Unit

- s. Narcotics
- t. Park Police
- u. Persons/Property Investigations
- v. Property/Evidence
- w. Red Light Camera Enforcement
- x. Scene Investigation
- y. SWAT
- z. General Law Enforcement Administration
- aa. Technical Support
- bb. Uniform Police Patrol
- cc. Prosecution of Traffic Violations Occurring within any Non-Police Cities and the unincorporated area of the County.

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 District in a uniform and nondiscriminatory manner.

- (4) The Police District cost shall include the costs associated with the Gwinnett County Recorder's Court and Recorder's Court Clerk's office, the portion of the Solicitor's office assigned to prosecute cases within the Recorder's Court, and the costs associated with the collection of the licenses and revenues from occupation taxes, business license fees, alcoholic beverage excise taxes and licenses, franchise fees and Recorder's Court fines and forfeitures.
- (5) 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 (less the annual amount paid to the Police Cities under Section C(4)), occupation taxes, business license fees, alcoholic beverage excise taxes and licenses fees, franchise fees, and fines, forfeitures, and fees of the Recorder's Court and Recorder's Court Clerk's office, other related fees and revenue, assessments, and property taxes collected solely within the Police District.

- (6) The County shall establish a Police District Fund in order to properly segregate the financial matters and records of the Police Services District. Cost and revenues attributable to the Police Service District shall be accounted for in the Police Services District Fund.
- (7) Taxpayers in the Cities participating in the District and taxpayers in unincorporated Gwinnett County will be assessed at a uniform millage rate for Police Services for the life of the Police Services District.
- (8) On or before March 8, 2012, the County and the Cities participating in the Police Services District shall execute a separate intergovernmental agreement concerning the provision of Police Services consistent with this Order. Each intergovernmental agreement shall survive any revision of the parties' service delivery strategy agreement

unless the intergovernmental agreement is amended by the parties.

(c) **PLANNING, DEVELOPMENT, PERMITTING, ZONING
AND CODE ENFORCEMENT SERVICE DISTRICT**
(hereinafter "Development and Enforcement District")

- (1) On or before March 8, 2012, the County shall pass a resolution forming a special service district for the provision of planning, development, permitting, zoning, and code enforcement services to the unincorporated area. The Development and Enforcement District shall consist of only the unincorporated area of the County. The County shall provide planning, development, permitting, zoning, and code enforcement services for the unincorporated area of the County within such district. The Development and Enforcement District shall be effective on January 1, 2013.
- (2) The cost 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, unless otherwise specified in this Consent Order or associated with services provided by the County outside the unincorporated area of Gwinnett County. The following services shall be provided

within the Development and Enforcement District: planning, development, plan review, building permits, building inspections, zoning, and code enforcement.

- (3) The County shall fund the provision of such services including the construction and maintenance of facilities and the acquisition and maintenance of equipment through zoning fees, building and development fees, related licenses fees, regulatory fees, billboard fees, cell tower regulatory fees, and other related fees, assessments, and property taxes levied and collected solely within the Development and Enforcement Service District. The County shall not tax within the Cities for Development and Enforcement District services.
- (4) The County shall establish a separate Development and Enforcement District Fund in order to properly segregate the financial matters and records of the District. Costs and revenues attributable to the Development and Enforcement District shall be accounted for in the Development and Enforcement District Fund.
- (5) Because the effective date of the Development and Enforcement Service District is not contemplated until January 1, 2013, Gwinnett County shall make a one-time payment to the Cities of Auburn, Berkeley Lake, Braselton,

Buford, Dacula, Duluth, Grayson, Lawrenceville, Loganville, Norcross, Rest Haven, Snellville, Sugar Hill, and Suwanee, in the total sum of \$2,108,734.00. In addition, Gwinnett County shall make a one-time payment to the City of Lilburn in the sum of \$128,765.00. This amount of money is paid in consideration of the compromise and settlement of this case. These figures were calculated utilizing the projected 2012 tax digest and shall be paid through the issuance of separate checks to each City on or before May 1, 2012. The Cities, other than Lilburn, shall provide the County the distribution amounts for each said city by April 1, 2012.

- (6) After the effective date of January 1, 2013, taxpayers in the Cities will not be assessed any property tax to fund the Development and Enforcement Service District.

(d) **FUND BALANCE**

- (1) A portion of the Fund Balance held by the County's General Fund as of December 31, 2012 will be transferred to each of the Special Services Districts created pursuant to this agreement and order. Estimated amounts shall be transferred in January 2013. The transferred amounts shall be finalized after the completion of the County's audit for

Fiscal Year 2012 and shall be based upon final audited figures.

- (2) The amount transferred will equal a minimum of three months operating costs for each District and will be no more than the pro rata share of the 2012 General Fund expenditures attributed to the functions transferred to each District.

(e) **POLICE SERVICE DISTRICT PARTICIPATION**

- (1) Any City may elect into or out of the Police Service District pursuant to this Order one time every seven (7) years during the duration of the Police Services District upon giving notice in writing to the County of such election. To exercise of such option, the City shall adopt a resolution which requests that the County discontinue or commence the provision of Police Service within the specific City. To allow for planning, budgeting and adequate transition time, such approved resolution must be delivered to the County at least fifteen (15) months prior to the City's entry into or exit out of the Police Services District. Any such election shall be effective January 1 of the year following the expiration of the fifteen (15) month transition period. Any such election shall not affect the continuing existence of the District.

- (2) In addition to the options indicated in the preceding paragraph, the City of Sugar Hill may choose to rejoin the Police District once during the seven (7) year period. Any such election to opt out of the Police Service District shall meet the fifteen (15) month notice provision contained in the preceding paragraph. Following any such election to opt out of the Police Service District, the City of Sugar Hill shall remain out of the Police Service District for at least thirty-six (36) months. To rejoin the Police Service District after opting out of it, Sugar Hill shall provide at least fifteen (15) months notice to the County, with said election to become a part of the Police Service District being effective on January 1st following the fifteen (15) month notice period and the thirty six (36) month waiting period, which periods may run concurrently.

C. POLICE SERVICES CITIES

- (1) The Cities of Auburn, Braselton, Duluth, Lawrenceville, Lilburn, Loganville, Norcross, Snellville and Suwanee located wholly or partially within Gwinnett County are Cities which have and will continue to provide their own form of policing within their respective jurisdictions. ("Police Cities"). After January 1, 2013, the County shall not tax for those Police Services enumerated in Paragraph (b)(3) on page 9 within the Police Cities unless such Police Services are included in the County-wide

services set forth in Section D(1) herein, such as Animal Control and Welfare, Chemical and Biological Hazard Disposal, Corrections, Emergency Management, Indigent Defense and Medical Care, Medical Examiner, and 800 MHz Radio.

- (2) **POLICE CITY RESOLUTIONS** - On or before March 8, 2012, each Police City shall adopt a resolution that affirms its decision to not participate in the Police District. Each such resolution shall also expressly state that the City shall provide its own form of policing within its boundaries through means other than that provided through the Police District unless otherwise provided for by intergovernmental agreement or through service provisions described in Section D below.
- (3) **ONE-TIME PAYMENT TO POLICE CITIES** – Because the creation of the Police District is not contemplated until January 1, 2013, Gwinnett County shall make a one-time payment to the Police Cities, excluding Lilburn, in the total sum of \$5,140,299.00 as consideration for the Police Cities providing Police Services within their respective jurisdictions in lieu of the County providing such services in Calendar Year 2012. The County shall also make a one-time payment to the City of Lilburn in the sum of \$413,404.00. These figures were calculated utilizing the projected 2012 tax digest and shall be paid through the issuance of separate checks to said Police Cities on or before May 1, 2012. The Police Cities, excluding Lilburn, shall provide the County the distribution amounts for each city by April 1, 2012.

- (4) **ANNUAL PAYMENTS TO POLICE CITIES** - The County will pay the Police Cities, excluding Lilburn, collectively the total sum of \$1.5 million each year for a period of seven years. The County will pay the City of Lilburn the sum of \$120,636.00 each year for a period of seven years. The obligation to make these payments shall be memorialized in a separate intergovernmental agreement that shall be executed by the County and the Police Cities on or before March 8, 2012. Such payments shall be made on or before May 1, 2012 and on or before May 1 of each of the next six (6) calendar years by separate check to each Police City. The Police Cities, other than Lilburn, shall provide the County the distribution amounts for each city by April 1 of each calendar year in which a payment will be made beginning April 1, 2012 and each April 1 of the six (6) following years. Should the Police Cities provide distribution amounts after April 1 in any year, the payment from the County to the Police Cities shall be due thirty (30) days after the date such distribution information is actually provided to the County. These funds shall be paid from the County's insurance premium taxes, prior to the appropriation of the remainder of the insurance premium taxes to costs of the Police Services District.

D. OTHER SERVICES TO POLICE AND NON-POLICE CITIES

- (1) The County shall continue to provide uniformly the following services to all taxpayers and residents of the unincorporated area of Gwinnett County and of every City: Animal Control and Welfare, Chemical/Biological

Hazard Disposal, Corrections, Emergency Management, Indigent Defense and Medical Care, Inmate Medical Care, Medical Examiner, and 800 MHz Radio.

- (2) These services shall be funded through revenues collected by the County and appropriated to its general fund. Additionally, expenses allowable under O.C.G.A. § 46-5-134 et seq. relating to maintenance, construction, and operation of the 800 MHz radio system shall also be allowed from the County's E911 Special Revenue Fund.
- (3) The County shall have the discretion to modify or discontinue such 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 or regulatory requirements.

E. 911 SYSTEM

- (1) The County shall provide 911 call-taking and dispatch services to all incorporated and unincorporated areas of Gwinnett County. Under this program, the County shall provide all needed resources to answer all emergency calls within the County and direct those calls to the appropriate police jurisdiction. Fire and EMS calls shall continue to be received and dispatched by the County as they were in 2011, except those calls that originate from the City of Loganville. Loganville fire calls will be transferred to Walton County Fire Dispatch. On or before September 1, 2012, (barring unforeseen circumstances beyond the control of the County, the Cities and the necessary vendors) the County shall provide

participating Police Cities with equipment necessary for the County to push calls from the County's 911 Center to the appropriate City police or fire dispatch, including automatic number identification and automatic location identification equipment used by the County. The costs of purchasing such equipment shall be paid from the County's 911 funds.

- (2) To account for the provision of call-taking and emergency dispatch services by participating Police Cities, while the County is the sole government imposing 911 fees, the County will pay the participating Police Cities the actual costs of such services as expressly authorized by O.C.G.A. Sec. 46-5-134(f) pursuant to a separate intergovernmental agreement (the 911 Services Agreement) to be executed on or before March 8, 2012. The term of the 911 Services Agreement shall be no less than seven (7) years but may be longer based upon mutual agreement among the parties. During the duration of the 911 Services Agreement, the participating Police Cities agree to not implement or enact a wired or wireless surcharge or to establish their own Public Safety Answering Points (PSAP). The provision of the 911 Services Agreement shall survive the revision of the parties' service delivery strategy agreement unless the 911 Services Agreement is amended by all required parties.

The annual amount of the collective payments for 911-related services to the participating Police Cities is anticipated to be no less than a total sum of \$1.5 million each year for the term of a separate 911 Services Agreement ("Dispatch Service Payment"). However, the amount paid

shall not exceed 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. Any such costs shall be only for services specifically described in O.C.G.A. § 46-5-134(f). An estimated payment for Dispatch Services shall be made on or before May 1, 2012 and on or before May 1 thereafter for the life of the 911 Services Agreement. Such payment shall be made by separate check to each individual participating Police City. The estimated payment to each participating Police City shall be based on a budget approved by the 911 Advisory Committee described below for each participating Police City and by the County as the entity with the legal responsibility for the proper use of 911 fees. Documentation for actual expenditures shall be submitted to the 911 Advisory Committee on a quarterly basis during each calendar year. Each participating Police City's external audit firm shall provide a letter certifying expenses for Dispatch Services incurred. Actual documented expenditures shall be reconciled with budgeted amounts for each calendar year. Any amounts paid to any participating Police City in excess of actual documented expenditures shall be reimbursed by the relevant participating Police City within 30 days of such certificate of expenses. The Dispatch Service Payment shall be paid from the 911 fees described in O.C.G.A. § 46-5-134 received by the County.

- (3) The County and the Cities shall create an Advisory Committee on or before March 8, 2012 to serve in a consultative, advocacy and advisory

roles to ensure uniformity and quality of 911 services. The Advisory Committee shall consist of two (2) persons appointed by the Cities and three (3) persons appointed by the County.

(4) The cost and revenues attributable to 911 services shall be accounted for in the 911 the County's E-911 Special Revenue Fund.

(5) The benefits and obligations of this Section of this agreement and Order shall be assumed or revoked by a City automatically without further action of the parties upon the entry or exit of a City from the Police District.

F. ROADS

In addition to maintaining the County road system as shown on the County's road map dated April 28, 2010, marked as Exhibit "A" attached hereto, Gwinnett County shall maintain roads designated on the list attached hereto as Exhibit "B". The County shall maintain the roads listed on Exhibits "A" & "B" in the same manner as County roads within the unincorporated area of the County. Improvement and maintenance of said roads shall be funded through the General Fund, grants and from SPLOST proceeds, where appropriate and authorized by law.

G. ADDITIONAL PAYMENT TO CITIES

In addition to the payments previously referenced herein, the County agrees to make a one-time payment only to the Cities of Auburn, Berkeley Lake, Braselton, Buford, Dacula, Duluth, Grayson, Lawrenceville, Loganville, Norcross, Rest Haven, Snellville, Sugar Hill, and Suwanee in the total sum of \$856,031.00 on or before May 1, 2012 by separate check to each city. The Cities will provide the

County the distribution amounts for each city by April 1, 2012. In addition, the County shall make a one-time payment to the City of Lilburn in the amount of \$67,771.00 on or before May 1, 2012.

H. REMAINING COUNTYWIDE SERVICES

- (1) The County shall provide the following Countywide local government services, for the benefit of residents, businesses, and property owners of the unincorporated area of the County and those portions of each City located within Gwinnett County:

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

Graffiti Removal
Libraries
Medical Examiner
Pauper Burial
Chemical/Biological Hazard Disposal
800 MHz Radio

These services may be expanded or contracted to best meet the needs of the community and population. The County shall provide these services equitably for the benefit of residents, businesses, and property owners of the unincorporated area of the County and all incorporated areas of the County.

- (2) The County shall retain its discretion to begin, modify, or discontinue the above services as the County finds necessary to meet its obligations and statutory responsibilities and as deemed to be in the best interest of County and City taxpayers, residents and businesses from time to time.
- (3) Expenditures, expenses, revenues, and receipts for local government services provided by the County, as set forth in the preceding paragraph, shall be recorded within the County's General Fund, except where otherwise provided by local, state, or federal law (i.e., Parks and Recreation, Tourism and Emergency 911).
- (4) The costs associated with local government services provided by the County in the preceding paragraph shall be appropriated and accounted for in accordance with Generally Accepted Accounting Principles, recommendations by the Government Finance Officers Association, and in compliance with local, state, and federal laws.

- (5) After applying the revenue received from other sources for said services, the County may levy a uniform ad valorem property tax within the County and all the Cities to fund the costs of providing the listed local government services in this Section of this agreement and Order.

I. SPLOST PROCEEDS

Nothing in this Consent Order is 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 projects as set forth in O.C.G.A. § 48-8-110 et seq. SPLOST proceeds may be used to fund capital projects associated with the delivery of certain services associated with the formation and ongoing operations of the special service districts created in this Order.

J. HOTEL/MOTEL OCCUPANCY TAX REVENUES

In the event a City annexes a hotel or motel previously located in the unincorporated area of the County, the City shall continue to levy an occupancy tax in accordance with O.C.G.A. § 48-13-51 et seq. The taxes collected from the hotel or motel annexed into a municipal jurisdiction shall be remitted to the County within thirty (30) days of collection by the City to be used to fund the following debt obligations: Gwinnett Center Parking Deck Revenue Bonds, issued on July 31, 2007, 20 year issue; Civic and Cultural Center Expansion Revenue Bonds, issued on November 9, 2010, 20 year issue; and Gwinnett Stadium Revenue Bonds, issued February 28, 2008, 30 year issue. The County shall not extend said bonds beyond their current terms, increase the total indebtedness, or otherwise pledge such tax revenue from properties incorporated

by a municipality without receiving the express written consent of that jurisdiction. Nothing within this Section is intended to limit the County or the Gwinnett County Development Authority from refunding existing debt in order to capitalize on market conditions and reduce debt service payments.

K. DISPUTE RESOLUTION

In the event any dispute arises regarding the terms or implementation of this agreement and Order, the parties shall have thirty (30) days to undertake to negotiate in good faith to resolve such dispute. If the parties cannot resolve the dispute by negotiation, then the parties shall participate in mediation to attempt to resolve the matter, said mediation to be supervised by a Senior Judge with substantial experience involving local government law. If any dispute remains unresolved after sixty (60) days, the parties may utilize the remaining dispute resolution approaches identified for Service Delivery Strategy issues, as outlined in O.C.G.A. § 36-70-25.1.

L. AUDITS

- (1) The Fire and EMS District, the Loganville EMS District, the Police Service District, the Development and Enforcement District, and 911 Funds and 911 Dispatch Service Payments shall be reviewed each year by the County's independent, external auditors to ensure that revenues are receipted and expenditures recorded in accordance with the Service Delivery Strategy Agreement, this Order and the intergovernmental agreements described herein. Said auditors shall provide annually a certified statement to all parties as to whether the County and all affected

Cities are financially in compliance with this agreement and Order. If the County or the affected Cities are not in compliance, said auditors shall specify annually the areas of non-compliance and recommend steps needed to achieve compliance. The results of the external auditor's review completed pursuant to this Section shall be distributed annually to each of the Cities located within Gwinnett County within one hundred eighty (180) days of the close of the County's fiscal year. The cost of the external auditor's review shall be allocated proportionally to each of the respective service districts. The County shall allow the Cities at their expense to contract with an independent, external auditor to perform their own audit of the County's books to verify compliance with the Service Delivery Strategy Agreement, this Order, and the intergovernmental agreements described herein.

- (2) Changes in the County's budget, accounting, and reporting structure that affect the distribution of costs and revenues among the special service districts and General Fund shall occur only when required by external entities, such as federal law, state law, and Generally Accepted Accounting Principles or by a valid business necessity or public purpose.

M. INDIRECT COST ALLOCATION

Nothing in this Order shall be construed to prevent Gwinnett County from implementing an indirect cost allocation program to account for and allocate administrative costs across departments and service districts. Administrative costs are those costs and revenues associated with County

Administration, Finance, Human Resources, Information Technology, Law, and Support Services. The County shall maintain the right to implement and modify an indirect cost allocation plan compliant with the United States Office of Management and Budget Circular A-87

N. **REMOVAL OF SANCTIONS**

The Court finds and concludes that the agreement memorialized herein complies fully with the requirements of the Service Delivery Strategy Act. For this reason, the sanctions previously imposed by the Court are hereby removed, lifted, and abated. The parties shall provide a copy of this Order and completed Service Delivery forms to the Department of Community Affairs in an expedited manner, and said sanctions shall be abated and removed immediately.

O. **TERMS OF SEPARATE INTERGOVERNMENTAL AGREEMENTS**

- (1) The term of the Fire and EMS District intergovernmental agreement described in paragraph B(3) above shall be twenty-five (25) years.
- (2) The term of each separate intergovernmental agreement referenced herein shall not be less than seven (7) years.
- (3) The beginning date of each separate intergovernmental agreement shall be January 1, 2012.
- (4) Each separate intergovernmental agreement for Services referenced to herein shall contain the following provision:

This agreement shall automatically renew for three (3) years unless prior to the expiration of the original term or any extension thereof, written notice is given by one party to the agreement to the other party to the

agreement at least one hundred twenty (120) days prior to the expiration of the original term or any extension thereof.

P. MISCELLANEOUS

- (1) Notwithstanding any provision of this Order, the parties are authorized to enter into separate intergovernmental agreements regarding SDS services (separate and apart from the Service Delivery Strategy Agreement) without the need for modification or amendment of this Order, provided that the separate intergovernmental agreement does not adversely affect the rights, privileges and obligations established under this Order.
- (2) Nothing in this Order shall modify the provisions and requirements of O.C.G.A. § 36-70-28, Article IX, Section II, Paragraph III of the Georgia Constitution of 1983, or O.C.G.A. § 36-8-5.
- (3) In order to properly match revenues with expenditures during the initial year (2013) of the new Service Districts identified in this Consent Order and to avoid unnecessary fluctuations in the millage rates for taxpayers, a proportionate share of the revenue received by the General Fund from motor vehicle tax and intangible recording tax shall be allocated to each such Service District. In accordance with normal practice by the State of Georgia, motor vehicle taxes and intangible taxes for 2013 will be levied, billed and collected based on the 2012 Tax Levy. No distribution shall occur until the millage rates for 2013 have been set through the adoption of the 2013 Tax Levy Resolution by the County. Amounts to be distributed to each of the new Service Districts shall be based upon the

data and reports available through the Gwinnett County Tax Commissioner's Office and the Gwinnett County Clerk of Court in combination with the millage rates in the 2013 Tax Levy. Beginning in fiscal year 2014, motor vehicle tax and intangible recording tax will be distributed directly to each of the Service Districts by the Gwinnett County Clerk of Court and the Gwinnett County Tax Commissioner's Office, based upon the millage rates set in the previous year's Tax Levy Resolution.

- (4) Each party shall have the right to enforce each separate agreement referenced in this Order and the terms of this Order as it applies to said party by any and all remedies provided for by law and equity.
- (5) The Act of the General Assembly incorporating the City of Peachtree Corners has been approved by the voters of the City and such Act and the provisions of the Service Delivery Strategy Act shall govern the effect of the incorporation of the City of Peachtree Corners.
- (6) The provisions of each intergovernmental agreement and any subsequent amendment thereto shall survive the provisions of the Service Delivery Strategy Act.
- (7) The one time payments described herein shall be made from 2011 ending fund balances.
- (8) The Plaintiff shall cause all pleadings and petitions filed in the Supreme Court of Georgia to be dismissed within three (3) working days from the date of this Order.

- (9) The Clerk of the Gwinnett Superior Court shall enter this Order as a Final Consent Order in the records of the Clerk of Superior Court disposing of all issues presented in this action and the case will be closed.

Q. NOTICES

- (1) All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Consent Order 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 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 & 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 of a notice stating the change.

IT IS SO ORDERED this 8 date of February, 2012.


HONORABLE DAVID E. BARRETT
JUDGE, SUPERIOR COURT OF
GWINNETT COUNTY
BY DESIGNATION

(ATTORNEY AND PARTY SIGNATURE PAGES FOLLOW)

ATTEST:

THE CITY OF AUBURN

BY:


RON GRIFFITH
CITY ADMINISTRATOR

BY:


LINDA BLECHINGER, MAYOR

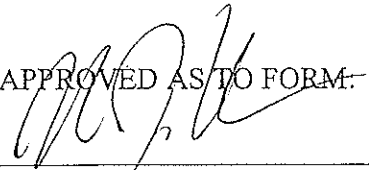
[SEAL]

DATE:

February 7, 2012

APPROVED AS TO FORM:

BY:


ROBERT JACKSON WILSON
WEBB, TANNER, POWELL, MERTZ & WILSON, LLP
P. O. BOX 1390
LAWRENCEVILLE, GEORGIA 30046

SERVICE DELIVERY STRATEGY CONSENT ORDER

ATTEST:

THE CITY OF BERKELEY LAKE

BY:



TOM ROZIER
CITY ADMINISTRATOR

BY:



LOIS SALTER, MAYOR

[SEAL]

DATE:

Feb. 7, 2012

APPROVED AS TO FORM:

BY:



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

SERVICE DELIVERY STRATEGY CONSENT ORDER

ATTEST:

THE TOWN OF BRASELTON

BY:


JENNIFER DEES
TOWN MANAGER

[SEAL]

BY:


~~BILL ORR, MAYOR~~

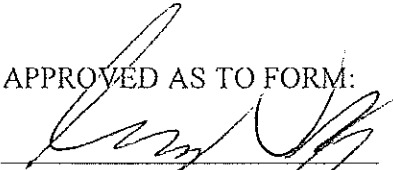
Tony Funari, Mayor Pro Tem

DATE:

2-7-12

APPROVED AS TO FORM:

BY:


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

SERVICE DELIVERY STRATEGY CONSENT ORDER

ATTEST:

THE CITY OF DACULA

BY:


JIM OSBORN
CITY MANAGER

BY:


JIMMY WILBANKS, MAYOR

[SEAL]

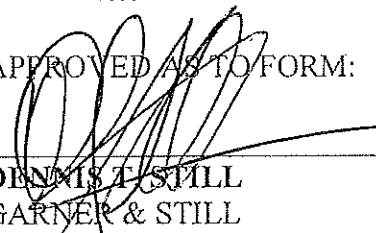


DATE:

2-7-2012

APPROVED AS TO FORM:

BY:

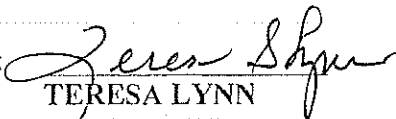

DENNIS T. STILL
GARNER & STILL
250 CONSTITUTION BLVD.
P. O. BOX 707
LAWRENCEVILLE, GEORGIA 30046

SERVICE DELIVERY STRATEGY CONSENT ORDER

ATTEST:

THE CITY OF DULUTH

BY:


TERESA LYNN
CITY CLERK

BY:


NANCY HARRIS, MAYOR

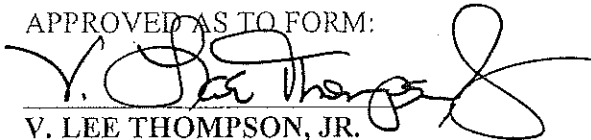
[SEAL]

DATE:

2/7/12

APPROVED AS TO FORM:

BY:



V. LEE THOMPSON, JR.

THOMPSON, SWEENEY, KINSINGER & PEREIRA, P.C.

P. O. BOX 1250

LAWRENCEVILLE, GEORGIA 30046-1250

SERVICE DELIVERY STRATEGY CONSENT ORDER

ATTEST:

THE CITY OF GRAYSON

BY:

Laura Paul-Cone
LAURA PAUL-CONE
CITY ADMINISTRATOR/
CITY CLERK

BY:

Jim Hinkle
JIM HINKLE, MAYOR

[SEAL]

DATE:

Feb. 7, 2012

APPROVED AS TO FORM:

BY:

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

SERVICE DELIVERY STRATEGY CONSENT ORDER

ATTEST:

THE CITY OF LAWRENCEVILLE

BY: 
ROBERT BARONI
CITY MANAGER

BY: 
JUDY JORDAN JOHNSON, MAYOR

[SEAL]

DATE:

2/7/12

APPROVED AS TO FORM:

BY:


V. LEE THOMPSON JR.

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

SERVICE DELIVERY STRATEGY CONSENT ORDER

ATTEST:

THE CITY OF LILBURN

BY:

Kathy Maner
KATHY MANER
CITY CLERK

BY:

Johnny D. Crist
JOHNNY CRIST, MAYOR

[SEAL]

DATE:

02-07-2012

BY:

Richard A. Carothers
APPROVED AS TO FORM:

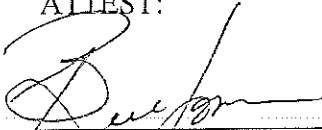
RICHARD A. CAROTHERS
CAROTHERS & MITCHELL, LLC
1809 BUFORD HIGHWAY
BUFORD, GEORGIA 30518

SERVICE DELIVERY STRATEGY CONSENT ORDER


ATTEST:

THE CITY OF LOGANVILLE

BY:


BILL JONES
CITY CLERK

BY:


RAY NUNLEY, MAYOR

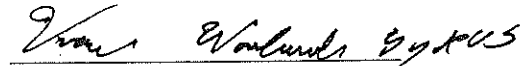
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DATE:

Feb 7, 2012

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BY:

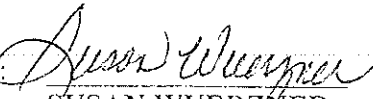

KAREN WOODWARD
CRUSER & MITCHELL, LLP
MERIDIAN II, SUITE 2000
275 SCIENTIFIC DRIVE
NORCROSS, GEORGIA 30092

SERVICE DELIVERY STRATEGY CONSENT ORDER

ATTEST:

THE CITY OF NORCROSS

BY:


SUSAN WUERZNER
CITY CLERK

BY:


BUCKY JOHNSON, MAYOR

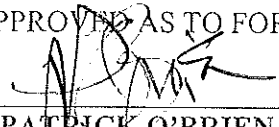
[SEAL]

DATE:

February 7, 2012

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

SERVICE DELIVERY STRATEGY CONSENT ORDER

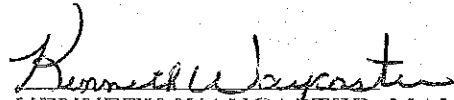
ATTEST:

THE CITY OF REST HAVEN

BY:


MONICA JACOBS
CITY CLERK

BY:


KENNETH WAYCASTER, MAYOR


[SEAL]

DATE:

FEBRUARY 7th 2012

APPROVED AS TO FORM:

BY:


DEBRA K. GREESON
503 S. HILL STREET
BUFORD, GEORGIA 30518

SERVICE DELIVERY STRATEGY CONSENT ORDER

ATTEST:

THE CITY OF SNELLVILLE

BY: Melisa Arnold
MELISA ARNOLD
CITY CLERK

BY: Kelly Kautz
KELLY KAUTZ, MAYOR

[SEAL]

DATE: Feb. 7, 2012

APPROVED AS TO FORM:

BY:

STUART OBERMAN
147 LEE BYRD ROAD
LOGANVILLE, GEORGIA 30052

SERVICE DELIVERY STRATEGY CONSENT ORDER

ATTEST:

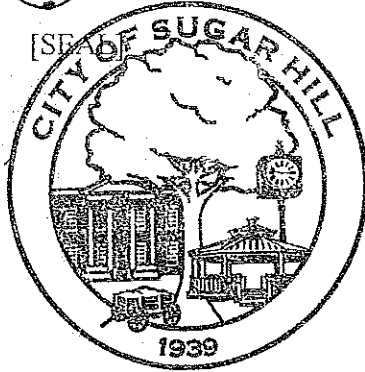
THE CITY OF SUGAR HILL

BY:


JANE WHITTINGTON
CITY CLERK

BY:


GARY PIRKLE, MAYOR

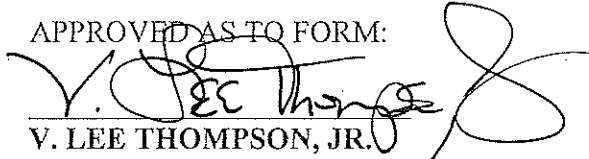


DATE:

2/7/12

APPROVED AS TO FORM:

BY:


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

SERVICE DELIVERY STRATEGY CONSENT ORDER

ATTEST:

THE CITY OF SUWANEE

BY: Elvira Rogers
ELVIRA ROGERS
ADMINISTRATIVE
SERVICES DIRECTOR

BY:

Jimmy M Burnette
JIMMY BURNETTE, MAYOR



DATE:

02/07/2012

APPROVED AS TO FORM:

BY:

Gregory David Jay
GREGORY DAVID JAY
CHANDLER, BRITT, JAY & BECK, LLC
P. O. BOX 1749
BUFORD, GEORGIA 30515-1749

SERVICE DELIVERY STRATEGY CONSENT ORDER

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:

2/7/12

APPROVED AS TO FORM:

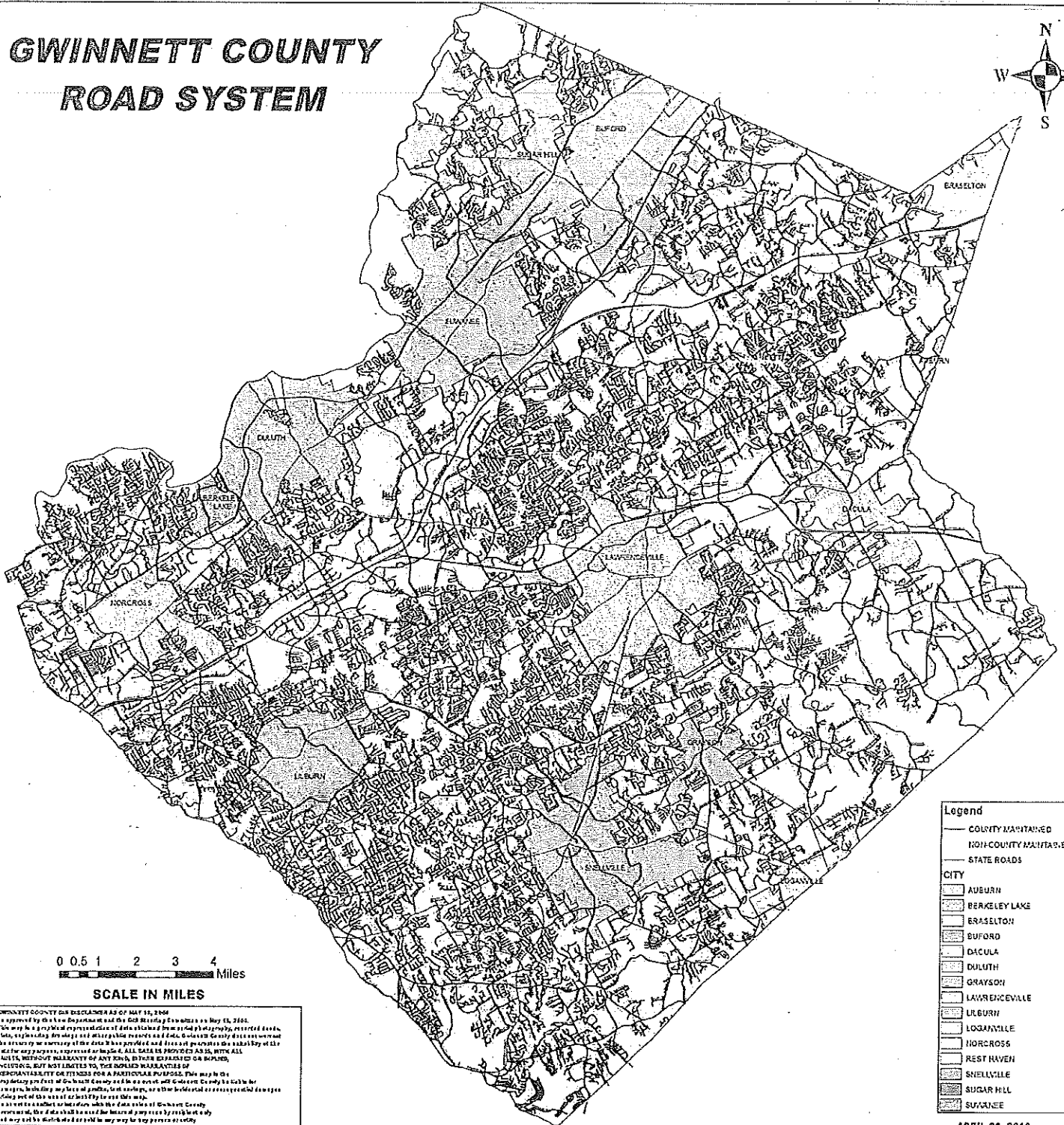
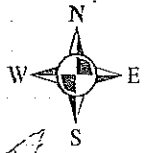
BY:

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

SERVICE DELIVERY STRATEGY CONSENT ORDER

EXHIBIT "A"

GWINNETT COUNTY ROAD SYSTEM



APRIL 28, 2010

09.12.2011 City Roads List - Proposed County Maintenance
(For Settlement Discussions Only)

EXHIBIT B

Length (miles)

Proposed Road	Centerline Miles	# of lanes	Lane Miles	City	Notes
None	0	0	0	Auburn	
OK with County Map	0	0	0	Berkeley Lake	
Thompson Mill Rd	1.1	2	2.2	Bresellon	After GDOT no longer maintains
S. Lee St. - Buford to Watson St	0.54	3	1.62	Buford	End of 3-lane
OK with County Map	0	0	0	Dacula	
Alblon Farm Rd.	1.12	3	3.36	Duluth	
Chattahoochee Dr	0.76	2	1.5	Duluth	
Creek Dr	0.05	2	0.1	Duluth	One Lot
Howell Cir	0.05	2	0.1	Duluth	One Lot
McDaniel St	0.17	2	0.34	Duluth	County paved and maintained - not shown in the city
N. Berkeley Lake Rd	1.2	3	3.6	Duluth	
Pittard Rd	0.05	2	0.1	Duluth	One Lot
Roberts Rd	0.06	2	0.1	Duluth	One Lot
Summit Ridge Pkwy	0.79	4	3.16	Duluth	
West Lawrenceville St./McClure Bridge Rd./Howell Ferry Rd (All 3-lane road)	1.51	3	4.53	Duluth	
Bennett Rd	0.5	2	1	Grayson	1/2 mile - County School Facility - all
Herring Rd	0.5	2	1	Grayson	1/2 mile - all
Briscoe Blvd - Hosea to end	1.03	2	2.06	Lawrenceville	Deleted on County Map
Collins Hill Rd - Hurricane Shoals Rd to SR 316	0.45	3	1.35	Lawrenceville	
Constitution Blvd Culver St to SR 124	0.97	4	3.88	Lawrenceville	South Culver St. to Scento Hwy.
GJAC Alley	0.1	2	0.2	Lawrenceville	
Hillendale Rd - Old Norcross Rd to end.	0.39	2	0.78	Lawrenceville	Deleted on County Map
Hosea Rd - SR 316 to US 29	1.25	2.6	3.25	Lawrenceville	
Langley Dr. from SR 120 to Nash St	0.71	5	3.55	Lawrenceville	
Moon Road - Old Snellville Hwy to SR 124	0.22	2	0.44	Lawrenceville	
Old Snellville Hwy - Five Forks					
Trakum Rd to Sugarloaf Pky.	0.79	2	1.58	Lawrenceville	
Phillip Blvd - SR 120 to Hurricane Shoals Rd	0.45	3	1.35	Lawrenceville	
Reynolds Rd - SR 20 to end	0.3	2	0.6	Lawrenceville	
Seaboard Industrial - Hosea Rd to end	0.25	2	0.5	Lawrenceville	
Valther - Phillip to SR 316	0.25	3	0.75	Lawrenceville	
Wimberley - Reynolds to end	0.5	2	1	Lawrenceville	
None	0	0	0	Loganville	
Brook Hollow Pkwy	1.38	5	6.9	Norcross	Section within Norcross city limits (Mitchell Rd to Indian Trail)
Holcomb Bridge - from South Peachtree St. to Peachtree Ind. Blvd.	0.8	3	2.4	Norcross	
Brushy Fork Rd.	0.4	2	0.8	Snellville	Correction
Janmar to SR 124	0.26	2	0.52	Snellville	

09.12.2011 City Roads List - Proposed County Maintenance
(For Settlement Discussions Only)

McGee Rd to Highway 78	0.52	2	1.04	Snellville	
Jedele to SR 124	0.6	2	1.2	Snellville	
Tree Ln to SR 124	0.62	2	1.24	Snellville	
Wisteria - North to SR 124	0.1	4	0.4	Snellville	
Riverside Rd	0.43	2	0.86	Sugar Hill	All of Riverside Rd - only small section of road/lot in City limits not currently maintained by County
Sycamore Rd.	0.2	2	0.4	Sugar Hill	
Grestridge Rd	0.1	2	0.2	Suwanee	Near Lawrenceville-Suwanee
Horizon Dr Extension	0.53	3	1.59	Suwanee	Entirely
Moore Rd at PIB	0.17	3	0.51	Suwanee	Only small section of road/lot in City limits not currently maintained by County
Suwanee Creek Rd at Bend Creek	0.15	2	0.3	Suwanee	Only small section of road/lot in City limits not currently maintained by County
Tench Rd	0.51	2	1.02	Suwanee	Borders Sugar Hill and Suwanee
Westbrook Rd at Smithtown Rd	0.68	2	1.36	Suwanee	Only small section of road/lot in City limits not currently maintained by County
Wildwood Rd	0.15	2	0.3	Suwanee	Near Burnette. Only small section of road/lot in City limits not currently maintained by County
Total	23.64		65.04		

By Jurisdiction		
Atiburn	0.00	0.00
Berkeley Lake	0.00	0.00
Connelton	1.10	2.20
Dacula	0.64	1.62
Duluth	0.00	0.00
Duluth	5.74	16.89
Grayson	1.00	2.00
Lawrenceville	7.66	21.29
Loganville	0.00	0.00
Norcross	2.18	9.30
Snellville	2.50	5.20
Sugar Hill	0.63	1.26
Suwanee	2.29	5.28
Total	23.64	65.04

McConnell Road 1/4 to 3/8 Grayson Only portion within Grayson

Moon Road about 1 mile Grayson Only portion within Grayson