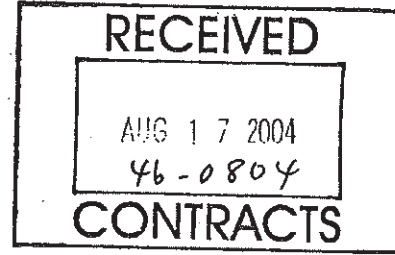


GCIID # 1468

STATE OF GEORGIA
COUNTY OF GWINNETT



INTERGOVERNMENTAL AGREEMENT FOR USE AND DISTRIBUTION OF
PROCEEDS GENERATED BY THE 2004 SPECIAL PURPOSE LOCAL OPTION
SALES TAX REFERENDUM

THIS AGREEMENT is made and entered into this 17th day of August, 2004 by and between GWINNETT COUNTY, GEORGIA, a political subdivision of the State of Georgia headquartered at 75 Langley Drive, Lawrenceville, Georgia, 30045 (hereinafter referred to as "County"); the CITY of AUBURN, a municipal corporation chartered by the State of Georgia and headquartered at 1369 4th 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 CITY 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 95 Scott Street, 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 3578 West Lawrenceville 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 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 2460 Main Street East, Snellville, Georgia (hereinafter referred to as "Snellville"); the CITY OF SUGAR HILL, a municipal corporation chartered by the State of Georgia and headquartered at 4988 West Broad Street, Sugar Hill, Georgia (hereinafter referred to as "Sugar Hill"); and the CITY OF SUWANEЕ, a municipal corporation chartered by the State of Georgia and headquartered at 373 Highway 23, 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 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 new Special Purpose Local Option Sales Tax to begin on April 1, 2005 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 new 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 no less than fifty percent of the aggregate municipal population located within the Special District; 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 citizens of Gwinnett County by acquiring and/or improving 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

WHEREAS, 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 necessary as the result of the County's continued growth; and

WHEREAS, the County and all Municipalities 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;

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 executed 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, 2005 and continue through and including March 31, 2009 (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 of the amount of Special Purpose Local Option Sales Tax proceeds collected beginning April 1, 2005 shall be paid into the General Fund of the State Treasury in order to defray the costs of administration.

3.

The remaining ninety-nine percent of the amount collected from the Special Purpose Local Option Sales Tax proceeds collected beginning April 1, 2005 shall be distributed by the State of Georgia to the Gwinnett County Board of Commissioners for distribution as follows:

(A) Gwinnett County shall receive proceeds totaling \$110,000,000.00 (estimated) for the construction of Level II

Projects. Level II County-Wide Projects shall consist of libraries and recreational facilities. Level II Projects shall receive funding in the overall allocation prior to the calculation of distributions to the Cities and County for all other projects funded pursuant to this Agreement.

(B) Even though the Level II Projects will receive funding prior to the funding of all remaining projects, the proceeds of the Special Purpose Local Option Sales Tax which the County receives on a monthly basis shall be distributed to the Cities and the County as follows:

(i) To facilitate the distribution of proceeds, the parties agree that the sum of \$550,000,000.00 shall represent an estimate of the proceeds to be derived from the Special Purpose Local Option Sales Tax during its four-year term.

(ii) In order to fully fund the Level II Projects, the County shall be paid an amount equal to 20% of the monthly distribution, on a monthly basis, from the Special Purpose Local Option Sales Tax proceeds until the Level II projects have been fully funded.

(iii) The remaining proceeds generated by the Special Purpose Local Option Sales Tax which are distributed to the County from the State on a monthly basis shall be distributed as follows:

20.141% to the Cities based upon population as determined by the 2000 decennial census.

79.859% to the County.

(iv) The County will determine the sum which represents 10% of 20.141% of the remaining monthly proceeds, and this sum shall be divided among the fifteen Cities which are parties to this Agreement on a monthly basis. This sum shall be divided among the Cities which are parties to this Agreement based upon the percentage that each City's population located within Gwinnett County bears to the total population located within Gwinnett County of all Cities which are parties to this Agreement. Such populations shall be determined by the 2000 decennial census. The percentage of the sum which represents 10% of 20.141% of Special Purpose Local Option Sales Tax proceeds to be distributed to each City pursuant to this Subparagraph shall be as follows:

Auburn	0.350%
Berkeley Lake	8.185%
Braselton	1.630%
Buford	8.108%
Dacula	8.185%
Duluth	8.185%
Grayson	8.185%
Lawrenceville	8.185%
Lilburn	8.185%
Loganville	1.935%
Norcross	8.185%
Rest Haven	6.127%
Snellville	8.185%
Sugar Hill	8.185%
Suwanee	8.185%

(v) The County shall next determine the sum representing 90% of 20.141% of the remaining monthly proceeds distributed by the State to the County. This sum shall be distributed on a pro-rata basis, based on population located within Gwinnett County as

determined by the 2000 decennial census, to the fifteen Cities which are parties to this Agreement. Each City's share pursuant to this Subparagraph shall be as follows:

Auburn	0.248%
Berkeley Lake	1.430%
Braselton	0.203%
Buford	8.915%
Dacula	3.247%
Duluth	18.666%
Grayson	0.645%
Lawrenceville	18.898%
Lilburn	9.540%
Loganville	1.084%
Norcross	7.096%
Rest Haven	0.095%
Snellville	12.953%
Sugar Hill	9.618%
Suwanee	7.362%

(vi) For purposes of simplifying the distribution of proceeds to the fifteen Cities, as described in Subparagraphs (iv) and (v) above, the percentages can be combined. The total funds to be distributed to the Cities on a monthly basis, consisting of 20.141% of remaining Special Purpose Local Option Sales Tax proceeds as referenced above, shall be allocated based on the following total percentages:

Auburn	0.258%
Berkeley Lake	2.106%
Braselton	0.345%
Buford	8.835%
Dacula	3.741%
Duluth	17.618%
Grayson	1.399%
Lawrenceville	17.826%
Lilburn	9.405%
Loganville	1.169%
Norcross	7.205%
Rest Haven	0.698%
Snellville	12.476%
Sugar Hill	9.475%
Suwanee	7.444%

(vii) 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 the defunct City part of another successor City. If such an act is passed, the defunct City's share shall be paid in addition to all other funds to which such successor City would otherwise be entitled.

(viii) All remaining proceeds of the Special Purpose Local Option Sales Tax not distributed to the State or the Cities as indicated above shall be paid to the County.

4.

The capital outlay projects to be funded from the proceeds of the Special Purpose Local Option Sales Tax pursuant to this Agreement and the dollar amounts allocated for each project are as follows:

Gwinnett County - Estimated Total \$461,379,600

Recreational Facilities	\$180,000,000
Public Safety Facilities And Equipment	\$ 87,579,600
Libraries	\$ 13,800,000
Roads, Streets & Bridges	\$180,000,000

City of Auburn - Estimated Total \$ 228,741

Roads, Streets & Bridges	\$ 228,741
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City of Berkeley Lake - Estimated Total \$ 1,866,082

Roads, Streets & Bridges	\$ 741,082
Recreational Facilities	\$ 450,000
Administrative Facilities	\$ 675,000

City of Braselton - Estimated Total \$ 305,867

Roads, Streets & Bridges	\$ 305,867
--------------------------	------------

City of Buford - Estimated Total \$ 7,829,062

Roads, Streets & Bridges	\$ 5,579,062
Recreational Facilities	\$ 1,000,000
Parking Facilities	\$ 250,000
Administrative Facilities	\$ 1,000,000

City of Dacula - Estimated Total \$ 3,314,986

Roads, Streets & Bridges \$ 3,014,986

Recreational Facilities \$ 300,000

City of Duluth - Estimated Total \$15,612,836

Roads, Streets & Bridges \$ 2,100,000

Recreational Facilities \$ 550,000

Public Safety Facilities
And Equipment \$ 5,962,836

Administrative Facilities \$ 7,000,000

City of Grayson - Estimated Total \$ 1,240,220

Roads, Streets & Bridges \$ 490,000

Recreational Facilities \$ 750,220

City of Lawrenceville - Estimated Total \$15,797,903

Roads, Streets & Bridges \$ 5,104,353

Recreational Facilities \$ 7,153,550

Public Safety Facilities
And Equipment \$ 3,540,000

City of Lilburn - Estimated Total \$ 8,334,668

Roads, Streets & Bridges \$ 4,134,168
Recreational Facilities \$ 3,200,500
Public Safety Facilities
And Equipment \$ 1,000,000

City of Loganville - Estimated Total \$ 1,036,272

Recreational Facilities \$ 236,272
Public Safety Facilities
And Equipment \$ 800,000

City of Norcross - Estimated Total \$ 6,385,074

Roads, Streets & Bridges \$ 1,040,250
Recreational Facilities \$ 5,000,500
Public Safety Facilities
And Equipment \$ 344,324

City of Rest Haven - Estimated Total \$ 618,890

Roads, Streets & Bridges \$ 618,890

City of Snellville - Estimated Total \$11,056,158

Roads, Streets & Bridges \$ 4,056,158
Recreational Facilities \$ 2,000,000
Public Safety Facilities
And Equipment \$ 5,000,000

City of Sugar Hill - Estimated Total \$ 8,396,581

Roads, Streets & Bridges	\$ 4,000,000
Recreational Facilities	\$ 3,896,581
Public Safety Facilities And Equipment	\$ 500,000

City of Suwanee - Estimated Total \$ 6,597,060

Roads, Streets & Bridges	\$ 4,642,660
Recreational Facilities	\$ 900,000
Public Safety Facilities And Equipment	\$ 1,054,400

5.

The priority and order in which Special Purpose Local Option Sales Tax projects will be fully or partially funded is as follows:

Level II County-Wide Projects shall receive first priority in the overall allocation of Special Purpose Local Option Sales Tax proceeds, and all projects shall be funded concurrently.

6.

The Special Purpose Local Option Sales Tax which is the subject of the November 2, 2004 Referendum shall continue for a period of four years from April 1, 2005.

7.

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.

8.

The 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.

9.

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 the 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.

10.

In addition to the audit required by paragraph 9 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 2, 2004 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 County shall choose the auditor to conduct the joint annual audit, and payment for such audit shall be the responsibility of the County.

11.

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.

12.

Within thirty days of the November 2, 2004 Referendum, the parties shall appoint a Citizen Review Committee which shall receive and review periodic status reports concerning all

projects to be funded from the proceeds of the Special Purpose Local Option Sales Tax. The County Administrator and City Managers 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 shall also determine the length of time during which the Committee shall continue to operate.

13.

Within thirty days of the November 2, 2004 Referendum, the parties shall establish a Joint Technical Committee which shall consist of staff from the Cities and County which are parties to this Agreement. The Joint Technical Committee shall review the Special Purpose Local Option Sales Tax program resulting from the November 2, 2004 Referendum for issues including, but not limited to, category allocation of proceeds and compliance with the Resolution which resulted in the call of November 2, 2004 Referendum.

14.

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.

15.

This Agreement shall not be changed or modified except by agreement in writing executed by all parties hereto.

16.

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.

17.

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 unless the elimination of such provision detrimentally reduces the consideration that any party is to receive under this Agreement or materially affects the continuing operation of this Agreement.

18.

Each party to this Agreement shall comply with all applicable local, State, and Federal statutes, ordinances, rules and regulations.

19.

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.

20.

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:

City Manager
City of Auburn
1369 4th 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 City of Braselton:

City Manager
City of Braselton
4982 Highway 53
Braselton, Georgia 30517

d. If to the City of Buford:

City Manager
City of Buford
95 Scott Street
Buford, Georgia 30518

e. If to the City of Dacula:

City Administrator
City of Dacula
442 Harbins Road
Dacula, Georgia 30019

f. If to the City of Duluth:

City Administrator
City of Duluth
3578 West Lawrenceville Street
Duluth, Georgia 30096

g. If to the City of Grayson:

City Manager
City of Grayson
475 Grayson Parkway
Grayson, Georgia 30017

h. If to the City of Lawrenceville:

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

i. If to the City of Lilburn:

City Manager
City of Lilburn
76 Main Street
Lilburn, Georgia 30047

j. If to the City of Loganville:

City Manager
City of Loganville
4385 Pecan Street
Loganville, Georgia 30052

k. If to the City of Norcross:

City Manager
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:

City Manager
City of Snellville
2460 Main Street East
Snellville, Georgia 30078

n. If to the City of Sugar Hill:

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

o. If to the City of Suwanee:

City Manager
City of Suwanee
373 Highway 23
Suwanee, Georgia 30024

p. If to Gwinnett County, Georgia:

Charlotte Nash
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.

21.

This Agreement shall become effective on August 17, 2004. If the November 2, 2004 Referendum concerning the imposition of the new 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 2, 2004.

22.

This Agreement shall continue in force and effect until July 1st of the year following completion of the last project funded from the proceeds from the 2004 Special Purpose Local Option Sales Tax Referendum.

23.

The parties hereby agree that all facilities funded by the 2004 Special Purpose Local Option Sales Tax Referendum proceeds shall be available to all Gwinnett County residents.

24.

The parties agree that all appropriate public facilities and buildings constructed from the 2004 Special Purpose Local

Option Sales Tax Referendum proceeds shall be available at no fee to the County as polling places, if needed.

25.

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:

T. McElwre
CITY CLERK
[SEAL]

BY:

Harold Money
HAROLD MONEY, MAYOR

DATE:

08-11-04

INTERGOVERNMENTAL AGREEMENT FOR USE AND DISTRIBUTION OF PROCEEDS
GENERATED BY THE 2004 SPECIAL PURPOSE LOCAL OPTION SALES TAX
REFERENDUM

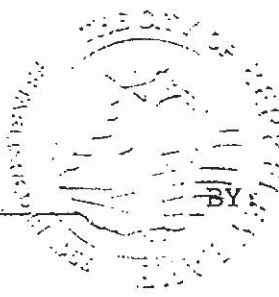
(Executed in Counterparts)

ATTEST:

THE CITY OF BERKELEY LAKE

BY:

J Wall
JACKIE WALL,
CITY CLERK
[SEAL]



BY:

Lois D. Salter
LOIS DAVIS SALTER, MAYOR

DATE:

8-11-04

APPROVED AS TO FORM:

BY:

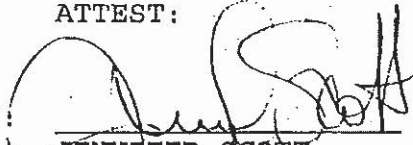
R A Carothers
RICHARD A. CAROTHERS
CAROTHERS & MITCHELL, LLC
4350 SOUTH LEE STREET
SUITE 200
BUFORD, GEORGIA 30518

INTERGOVERNMENTAL AGREEMENT FOR USE AND DISTRIBUTION OF PROCEEDS
GENERATED BY THE 2004 SPECIAL PURPOSE LOCAL OPTION SALES TAX
REFERENDUM

(Executed in Counterparts)

ATTEST:

BY:


JENNIFER SCOTT,
CITY CLERK
[SEAL]

THE CITY OF BRASELTON

BY:


PAT GRAHAM, MAYOR

DATE:

8/16/04

INTERGOVERNMENTAL AGREEMENT FOR USE AND DISTRIBUTION OF PROCEEDS
GENERATED BY THE 2004 SPECIAL PURPOSE LOCAL OPTION SALES TAX
REFERENDUM

(Executed in Counterparts)

ATTEST:

THE CITY OF BUFORD

BY: *Kim Wolfe*
KIM WOLFE,
CITY CLERK
[SEAL]

BY: *Phillip Beard*
PHILLIP BEARD, CHAIRMAN

DATE: 8-11-04

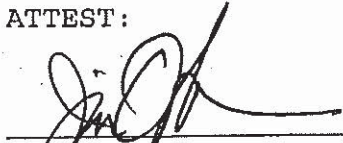
INTERGOVERNMENTAL AGREEMENT FOR USE AND DISTRIBUTION OF PROCEEDS
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(Executed in Counterparts)

ATTEST:

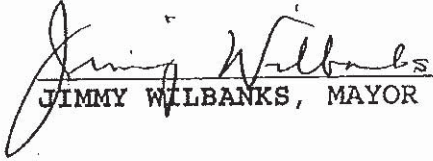
THE CITY OF DACULA

BY:



JIM OSBORN,
CITY ADMINISTRATOR
[SEAL]

BY:



JIMMY WILBANKS, MAYOR

DATE:

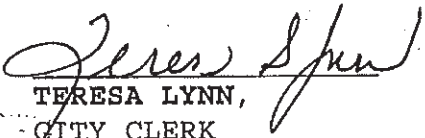
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INTERGOVERNMENTAL AGREEMENT FOR USE AND DISTRIBUTION OF PROCEEDS
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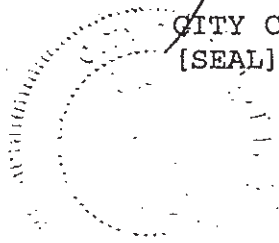
ATTEST:

THE CITY OF DULUTH

BY: 
TERESA LYNN,
CITY CLERK
[SEAL]

BY: 
SHIRLEY FANNING LASSETER,
MAYOR

DATE: 8-11-04



INTERGOVERNMENTAL AGREEMENT FOR USE AND DISTRIBUTION OF PROCEEDS
GENERATED BY THE 2004 SPECIAL PURPOSE LOCAL OPTION SALES TAX
REFERENDUM

(Executed in Counterparts)

ATTEST:

THE CITY OF GRAYSON

BY:

Laura Paul
LAURA PAUL, CITY CLERK
[SEAL]

BY:

Jim Hinkle
JIM HINKLE, MAYOR

DATE:

8/11/04

INTERGOVERNMENTAL AGREEMENT FOR USE AND DISTRIBUTION OF PROCEEDS
GENERATED BY THE 2004 SPECIAL PURPOSE LOCAL OPTION SALES TAX
REFERENDUM

(Executed in Counterparts)

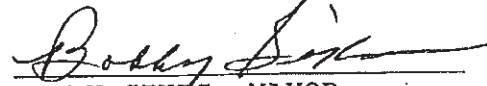
ATTEST:

THE CITY OF LAWRENCEVILLE

BY:


BOB BARONI, CITY CLERK
[SEAL]

BY:


BOBBY SIKES, MAYOR

DATE:

8-11-04

INTERGOVERNMENTAL AGREEMENT FOR USE AND DISTRIBUTION OF PROCEEDS
GENERATED BY THE 2004 SPECIAL PURPOSE LOCAL OPTION SALES TAX
REFERENDUM

(Executed in Counterparts)

ATTEST:

THE CITY OF LILBURN

BY: Kathy Maner
KATHY MANER, CITY CLERK
[SEAL]

BY: Jack R. Bolton
JACK BOLTON, MAYOR

DATE: August 11, 2004

INTERGOVERNMENTAL AGREEMENT FOR USE AND DISTRIBUTION OF PROCEEDS
GENERATED BY THE 2004 SPECIAL PURPOSE LOCAL OPTION SALES TAX
REFERENDUM

(Executed in Counterparts)

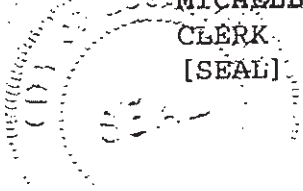
ATTEST:

THE CITY OF LOGANVILLE

BY: *Michelle Deaton*
MICHELLE DEATON, CITY

BY: *Gene Matthews*
GENE MATTHEWS, MAYOR

CLERK
[SEAL]



DATE: *Aug 11, 2004*

INTERGOVERNMENTAL AGREEMENT FOR USE AND DISTRIBUTION OF PROCEEDS
GENERATED BY THE 2004 SPECIAL PURPOSE LOCAL OPTION SALES TAX
REFERENDUM

(Executed in Counterparts)

ATTEST:

THE CITY OF NORCROSS

BY:


SUE DENNEN, CITY CLERK
[SEAL]

BY:


LILLIAN H. WEBB, MAYOR

DATE:

8-11-04

INTERGOVERNMENTAL AGREEMENT FOR USE AND DISTRIBUTION OF PROCEEDS
GENERATED BY THE 2004 SPECIAL PURPOSE LOCAL OPTION SALES TAX
REFERENDUM

(Executed in Counterparts)

ATTEST:

THE CITY OF REST HAVEN

BY: Monica Jacobs
MONICA JACOBS, CITY
CLERK
[SEAL]

BY: Kenneth W. Waycaster
KENNETH WAYCASTER, MAYOR

DATE: Aug 11-07

INTERGOVERNMENTAL AGREEMENT FOR USE AND DISTRIBUTION OF PROCEEDS
GENERATED BY THE 2004 SPECIAL PURPOSE LOCAL OPTION SALES TAX
REFERENDUM

(Executed in Counterparts)

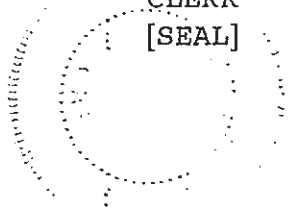
ATTEST:

THE CITY OF SNELLVILLE

BY: Sharon Lowery
SHARON LOWERY, CITY
CLERK
[SEAL]

BY: Jerry Oberholtzer
JERRY OBERHOLTZER, MAYOR

DATE: 8/11/2004



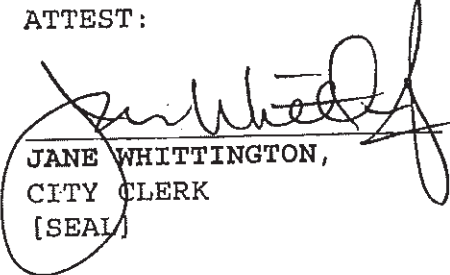
INTERGOVERNMENTAL AGREEMENT FOR USE AND DISTRIBUTION OF PROCEEDS
GENERATED BY THE 2004 SPECIAL PURPOSE LOCAL OPTION SALES TAX
REFERENDUM

(Executed in Counterparts)

ATTEST:

THE CITY OF SUGAR HILL

BY:


JANE WHITTINGTON,
CITY CLERK
[SEAL]

BY:


GARY PIRKLE, MAYOR

DATE:

August 11, 2004

INTERGOVERNMENTAL AGREEMENT FOR USE AND DISTRIBUTION OF PROCEEDS
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REFERENDUM

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ATTEST:

THE CITY OF SUWANEE

BY: Elvira Rogers
ELVIRA ROGERS,
CITY CLERK
[SEAL]

BY: Nick Masino
NICK MASINO, MAYOR

DATE: 08/10/04

INTERGOVERNMENTAL AGREEMENT FOR USE AND DISTRIBUTION OF PROCEEDS
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REFERENDUM

(Executed in Counterparts)

ATTEST:

WINNETT COUNTY, GEORGIA

BY: Brenda Maddox
BRENDA MADDOX,
COUNTY CLERK
[SEAL]

BY: F. Wayne Hill
F. WAYNE HILL, CHAIRMAN
WINNETT COUNTY BOARD OF
COMMISSIONERS
75 LANGLEY DRIVE
LAWRENCEVILLE, GEORGIA 30045

DATE: aug 14, 2004

APPROVED AS TO FORM:

BY: Van Stephens
VAN STEPHENS
CHIEF ASSISTANT COUNTY ATTORNEY
WINNETT COUNTY DEPARTMENT OF LAW
75 LANGLEY DRIVE
LAWRENCEVILLE, GEORGIA 30045

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