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COUNCIL MEETING AGENDA

Mike Mason, Mayor

Phil Sadd – Post 1, Council Member
James Lowe – Post 2, Council Member
Alex Wright – Post 3, Council Member

Jeanne Aulbach – Post 4, Council Member
Lorri Christopher – Post 5, Council Member
Weare Gratwick – Post 6, Council Member

February 17, 2015

COUNCIL AGENDA

7:00 PM

PEACHTREE CORNERS CITY HALL
147 TECHNOLOGY PARKWAY, PEACHTREE CORNERS, GA 30092

A) CALL TO ORDER

B) ROLL CALL

C) PLEDGE OF ALLEGIANCE

D) MAYOR'S OPENING REMARKS

E) CONSIDERATION OF MINUTES – January 20, 2015

F) CONSIDERATION OF MEETING AGENDA

G) PUBLIC COMMENTS

H) CONSENT AGENDA - No Items

I) PRESENTATIONS AND REPORTS

1. **Diana Wheeler** Staff Activity Report
2. **Greg Ramsey** Staff Activity Report

J) OLD BUSINESS

1. **O2015-01-37 (D. Wheeler)** Second Read and Consideration of Amending Chapter 6 Alcoholic Beverages, of the 2012 City of Peachtree Corners Code of Ordinances, by Adding Article XI, 'Retail Sales of Distilled Spirits – Liquor Stores', amending Section 6-5, Distance Requirements, and setting an effective date.
2. **O2015-01-38 (D. Wheeler)** Second Read and Consideration of amending Article XIII of the 2012 City of Peachtree Corners Zoning Resolution by adding 'Liquor Store' as a Special Use within C-2, C-3, and M-1 zoning districts and setting an effective date.

K) NEW BUSINESS

1. **R2015-02-36**
(Diana Wheeler) A Resolution of the Mayor and Council of the City of Peachtree Corners, Georgia approving the Town Center LCI Study and incorporating it into the 2033 Comprehensive Plan.
2. **APH 2015-09-016**
(Diana Wheeler) Consideration of Approval of Alcoholic Beverage License Application Retail/ Package Beer & Wine for Earth Fare Inc dba: Earth Fare at 5270 Peachtree Pkwy, Ste 108 Peachtree Corners GA 30092.
3. **O2015-01-39**
(Greg Ramsey) First Read and Consideration of an Ordinance Adopting the Stream Buffer Protection Ordinance for the City of Peachtree Corners, Georgia. (Second Read and Public Hearing will be on March 17, 2015.)
4. **O2015-01-40**
(Greg Ramsey) First Read and Consideration of an Ordinance to Adopt Regulations for Post-Development Stormwater Maintenance for new Development and Redevelopment. (Second Read and Public Hearing will be on March 17, 2015.)
5. **Action Item**
(Greg Ramsey) Consideration of Approval of a Contract Amendment for Pond & Company for a Winters Chapel Traffic Analysis.
6. **Action Item**
(B. Branham) Consideration of an Intergovernmental Agreement with Gwinnett County for Solid Waste, Street Lights, and Ad Valorem collection.
7. **Action Item**
(B. Branham) Consideration of an Intergovernmental Agreement with Gwinnett County for Jail Services.
8. **Action Item**
(D. Wheeler) Consideration of awarding of bid for landscape work at entryway sign (PIB and Peachtree Parkway) pursuant to Pond & Company landscape plan.

L) WORK SESSION

1. **Lynne Heinkeil,**
ATDC Presentation regarding GA Tech incubator program.
2. **Greg Ramsey** Discussion on Traffic Control.
3. **Greg Ramsey** Discussion on IGA with Johns Creek for ARC State Route 141 Corridor Study.
4. **Judy Putnam** Discussion on pole banners designs.
5. **Diana Wheeler** Discussion concerning Green Ordinances.
6. **Diana Wheeler** Discussion concerning application to ARC for LCI implementation funds.

M) EXECUTIVE SESSION

N) ADJOURNMENT

Minutes

01/20/2015

CITY OF PEACHTREE CORNERS
COUNCIL MEETING MINUTES
JANUARY 20, 2015, @ 7:00PM

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

Mayor	Mike Mason
Council Member	Phil Sadd – Post 1
Council Member	James Lowe – Post 2
Council Member	Alex Wright – Post 3
Council Member	Jeanne Aulbach – Post 4
Council Member	Lorri Christopher – Post 5
Council Member	Weare Gratwick – Post 6
City Manager	Julian Jackson
City Clerk	Kym Chereck
Com. Dev. Director	Diana Wheeler
City Attorney	Bill Riley
Public Works Director	Greg Ramsey
Comm. Director	Judy Putnam
Accounting Manager	Brandon Branham

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

MAYOR’S OPENING REMARKS: Mayor Mason commended Major Gale Higginbotham on her completion of the FBI course at Quantico.

MINUTES:

MOTION TO APPROVE THE MINUTES FROM THE DECEMBER 16, 2014 COUNCIL MEETING.

By: Council Member Christopher

Seconded by: Council Member Gratwick

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

PUBLIC COMMENT: There were no public comments.

PRESENTATIONS AND REPORTS:

Staff Activity Report – Community Development

Diana Wheeler, Community Development Director, provided her report on staff activities that occurred during the period of January 2, 2015 – January 16, 2015. These activities included, among other items, authorization from the Downtown Development Authority to authorize the attorney to prepare draft sales contracts, meeting with Fuqua to discuss contract terms and responsibilities, meeting with Pond and Company to review Winters Chapel Road study documents, and preparing year-end reports.

Staff Activity Report – Public Works

Greg Ramsey, Public Works Director, provided his report on staff activities that occurred in the period ending with January 19, 2015. These activities included, among other items, meeting with the Department of Transportation and meeting with the Planning Commission. Mr. Ramsey also presented the Mayor and Council with work order summaries and introduced his Public Works team.

Maulding & Jenkins – FY2014 Audit

Mr. Adam Fraley of Maulding & Jenkins presented the Financial Year 2014 Audit. Mr. Fraley stated that the City is in good standing.

OLD BUSINESS:

O2014-12-36

Second Read of an Ordinance to re-adopt Sections 100-21 through 100-28 of Article 1, General Provisions, of the 2012 City of Peachtree Corners Code of Ordinances in order to establish the Illicit Discharge and Illegal Connection Regulations as an independent ordinance specific to the City of Peachtree Corners.

Mrs. Diana Wheeler, Community Development Director, informed the Mayor and Council that this Ordinance is currently on the books, but not in this form. The old Ordinance noted Gwinnett County as the enforcing agency, and the new Ordinance notes the City of Peachtree Corners as the enforcing agency. Mrs. Wheeler stated that the changes are very minor.

Mayor Mason asked for public comment concerning this application. There were no comments.

MOTION TO APPROVE ORDINANCE 2014-12-36.

By: Council Member Sadd

Seconded: Council Member Christopher

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

O2014-12-37

Second Read of an Ordinance to adopt the GMEBS Life and Health Program Trust Agreement, The Participation Agreement, and Declaration.

Mr. Julian Jackson, City Manager, informed the Mayor and Council that this item addresses changes to the GMA Health Insurance. Information pertaining to this item was available in the Council Packet.

Mayor Mason asked for public comment concerning this item. There were no comments.

MOTION TO ADOPT ORDINANCE 2014-12-37.

By: Council Member Gratwick

Seconded: Council Member Sadd

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

NEW BUSINESS

PH2014-005

Consideration of a request by Verizon Wireless to approve a Tall Structure Permit to allow for a 100 ft. Monopine (cell tower) at 6579 Peachtree Industrial Boulevard.

Diana Wheeler, Community Development Director, informed the Mayor and Council that Verizon Wireless submitted an application for approval of a cell tower (configured as a tall pine tree). Since there are technical aspects associated with a cell tower application, the City is required to retain a consultant specializing in cell towers to evaluate the applicant's proposal. Staff retained David Snavelly, an electrical engineer who specializes in evaluating cell tower placements. Mr. Snavelly was present at the meeting and stated that he concluded that Verizon's application for a cell tower is justified and should have minimal impact on adjoining properties. The applicant was represented by Jennifer Blackburn of Troutman Sanders. A motion was made after discussion concerning the impact of the cell tower at the specified location.

Mayor Mason asked for public comment concerning this application. There were no comments.

MOTION TO APPROVE PH2014-005.

By: Council Member Sadd

Seconded: Council Member Aulbach

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

PH2014-007

Consideration of a request to approve a Metropolitan River Protection Act Certificate in order to authorize construction of a new home and landscaping on 1.5 acres located at 4398 Riverview Drive, Lot 5, Block A, of Riverview Estates subdivision in Land Lot 329 & 330 of the 6th District of Gwinnett County Georgia, and is located within the Chattahoochee River Corridor.

Diana Wheeler, Community Development Director, informed the Mayor and Council that the applicant is requesting approval of a Metropolitan River Protection Act Certificate in order to authorize construction of a new home and landscaping located at 4398 Riverview Drive. Mrs. Wheeler recommended approval with the following conditions:

1. Applicant shall file the certificate in the real estate records of Clerk of Superior court of Gwinnett County.
2. Applicant shall stake limits of land disturbing activity for city approval prior to issuance of the building permit.
3. Applicant shall provide Affidavit confirming as/built conditions prior to issuance of certificate of occupancy.

MOTION TO APPROVE PH2014-007 WITH CONDITIONS.

By: Council Member Lowe

Seconded: Council Member Christopher

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

ACTION ITEM – APH2014-09-015

Consideration of a request to approve an Alcoholic Beverage License Application for Crestline Hotels & Resorts, LLC DBA: Hilton Atlanta Northeast at 5993 Peachtree Industrial Blvd.

MOTION TO APPROVE APH2014-09-015.

By: Council Member Aulbach

Seconded: Council Member Gratwick

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

O2015-01-37

First Read and Consideration of Amending Chapter 6 Alcoholic Beverages, of the 2012 City of Peachtree Corners Code of Ordinances, by Adding Article XI, 'Retail Sales of Distilled Spirits – Liquor Stores', amending Section 6-5, Distance Requirements, and setting an effective date. *(Second Read and Public Hearing scheduled Feb. 17, 2015.)*

O2015-01-38

First Read and Consideration of amending Article XIII of the 2012 City of Peachtree Corners Zoning Resolution by adding 'Liquor Store' as a Special Use within C-2, C-3, and M-1 zoning districts and setting an effective date. *(Second Read and Public Hearing scheduled Feb. 17, 2015)*

ACTION ITEM

Consideration of Infrastructure Management Services (IMS) contract agreement for pavement evaluation service.

Greg Ramsey, Public Works Director, informed the Mayor and Council that this item is a proposal and recommendation from Staff for an agreement with IMS to perform pavement data analysis. The data will be used in order to develop an asset management program for our City Streets. The cost will be \$53,535.00.

MOTION TO APPROVE THE CONTRACT FOR INFRASTRUCTURE MANAGEMENT SERVICES.

By: Council Member Sadd

Seconded: Council Member Christopher

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

ACTION ITEM

Consideration of an Intergovernmental Agreement with Gwinnett County for Solid Waste and Ad Valorem collection.

Brandon Branham, Accounting Manager, informed the Mayor and Council that the City of Peachtree Corners and Gwinnett County have come to an agreement to collect Solid Waste and Ad Valorem to the property bills. The agreement is included in the Council packet.

MOTION TO APPROVE THE IGA WITH GWINNETT COUNTY FOR SOLID WASTE AND AD VALOREM COLLECTION.

By: Council Member Lowe

Seconded: Council Member Sadd

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

ACTION ITEM

Consideration of fixing qualifying fees for the November 3, 2015 Election.

Kym Chereck, City Clerk/Election Superintendent, informed the Mayor and Council that the fixing of qualifying fees for the November 3, 2015 election needs to be approved and posted in the Gwinnett Daily Post by February 2, 2015.

MOTION TO APPROVE THE FIXING OF QUALIFYING FEES FOR THE NOVEMBER 3, 2015 ELECTION.

By: Council Member Christopher

Seconded: Council Member Gratwick

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

WORK SESSION:

2014 Year End Reports

Mrs. Diana Wheeler presented the Mayor and Council with the 2014 Year-End Report. Mrs. Wheeler requested that the Mayor and Council let her know if there is anything that they would like added for the 2015 Year-End Report.

Spalding Terrace Improvements

Mr. Greg Ramsey stated that at the Mayor and Council's request, since there were issues with existing residents concerning egress and ingress onto Spalding Drive from Spalding Terrace, he looked at traffic improvements for Spalding Terrace. After looking at various scenarios, Mr. Ramsey suggested widening the road so there are three lanes, one lane being a 10' right turn lane, and two being 11' lanes. A diagram was presented to the Mayor and Council.

Stream Buffer and Post-Construction Stormwater Ordinances

Mr. Greg Ramsey and Melissa Schwartz, CIP Manager, informed the Mayor and Council that these Ordinances are required in order for the City of Peachtree Corners to receive their MS4 Permit with the State for Stream Buffer and Storm Water. Previously Gwinnett County enforced the Stream Buffers and

Stormwater, and now the City of Peachtree Corners is responsible for enforcement. After discussion it was decided that these Ordinances would be before the Mayor and Council at the February meeting.

Discussion on adding Traffic and Operational Analysis to the Pond & Company contract for the Winters Chapel Road LCI.

Mr. Greg Ramsey requested to expand the existing LCI the City has with Pond and Company to include a traffic analysis for the corridor. The Mayor and Council recommended inquiring if the City of Dunwoody would like to participate financially in this traffic analysis.

Discussion on a maintenance facility for Optech per the adopted IGA.

This item was deferred until the February 17, 2015 Council meeting.

Update on Street Light Billing

Mr. Brandon Branham informed the Mayor and Council that the City was informed last month that they are now responsible for Street lights. The first bill will be received in February which will be approximately \$28,000. The City will be paying this bill upfront, and then when property tax bills go out, the City will receive a reimbursement. Georgia Power will do the maintenance for the street lights. This item will be before the Mayor and Council again at a later date since it will be a change to the Intergovernmental Agreement we have with Gwinnett County.

ADJOURNMENT:

MOTION TO ADJOURN AT 8:25 PM

By: Council Member Sadd

Seconded by: Council Member Christopher

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

Approved,

Attest:

Mike Mason, Mayor

Kymerly Chereck, City Clerk
(Seal)

**Staff Activity
Report
Diana Wheeler**



Memo

TO: Mayor and Council

CC: Julian Jackson, City Manager

FROM: Diana Wheeler, Community Development Director

DATE: February 17, 2015

SUBJECT: Staff Activity Report

The following is a summary of Staff activity during the period of 2/1/15 – 2/13/15.

- A. Meetings with:
 1. DDA attorney to prepare draft sales contracts.
 2. Developers to discuss site developments.
 3. Public hearing applicants to review submittal documents.
 4. ARC to assess best projects for funding.

- B. Developed an 'Intent to File' form for Liquor Store applicants. Form will be posted on website and available prior to expiration of Liquor Store moratorium on March 2nd.

- C. Contracted with Sky Design to develop 3 additional Gateway monument designs. Concepts will be presented at March 17th Council meeting.

- D. Coordinated with PCBA and UPCCA for upcoming Town Center LCI presentations on 2/26 and 3/2.

- E. Responded to phone calls and e-mails from residents, business people, and others.

- F. The following permits were issued:

DATE	Permit #	NAME	ADDRESS	TYPE
2/2/2015	PP15-0085	SUNDAY COMMUNICATIONS	6684 JIMMY CARTER BLVD STE 200	ELECTRICAL
2/2/2015	PP15-0086	ROYAL FLUSH	5600 PEACHTREE PKWY	PLUMBING
2/3/2015	PP15-0087	GEOSAVES INC	6272 INDIAN FIELD	HVAC
2/3/2015	PP15-0088	GEORGIA DELTA MECHANICAL, INC	4394 FITZPATRICK WAY	PLUMBING
2/3/2015	PP15-0089	GEORGIA DELTA MECHANICAL, INC	6255 SPALDING DR	PLUMBING
2/4/2015	PP15-0090	J & I CORDON SERVICES	3883 GLEN MEADOW DR	ELECTRICAL
2/4/2015	PP15-0091	BEST QUALITY RENOVATIONS, LLC	4148 JONES BRIDGE CIRCLE	REROOF
2/4/2015	PP15-0092	A LIGHTHOUSE	3660 HOLCOMB BRIDGE RD UNIT 300-303	ELECTRICAL
2/4/2015	PP15-0093	SKAI DISTRIBUTION INC	6659 PEACHTREE IND BLVD STE AA	CERTIFICATE OF OCCUPANCY
2/4/2015	PP15-0094	FIX-R-US	4174 ANCIENT AMBER WAY	PLUMBING
2/4/2015	PP15-0095	SPEEDY GONZALEZ FULL SERVICE INC	4959 BUFORD HWY BLDG 6	CERTIFICATE OF OCCUPANCY
2/4/2015	PP15-0096	ASHER ZIRKIYEN	6610 MEADOW RUE DR	REMODEL
2/4/2015	PP15-0097	BARTON & POOLOS PROPERTIES, LLC	GATEWAY	CERTIFICATE OF OCCUPANCY
2/4/2015	PP15-0098	THE BOWERS AGENCY	3800 HOLCOMB BRIDGE RD STE C	CERTIFICATE OF OCCUPANCY

DATE	Permit #	NAME	ADDRESS	TYPE
2/4/2015	PP15-0099	NEW CHURCH OF ATLANTA, INC	2845 AMWILER RD	INTERIOR FINISH
2/5/2015	PP15-0100	SUBURBAN MEDICAL CENTER	4989 PEACHTREE PKWY	TEMPORARY SIGN
2/5/2015	PP15-0101	SUBURBAN MEDICAL CENTER	4989 PEACHTREE PKWY	PERMANENT SIGN
2/5/2015	PP15-0102	SOUTHERN UNION CONFERENCE SDA	302 RESEARCH DRIVE	STORAGE SHED
2/5/2015	PP15-0103	ROBERT D FOWLER YMCA	5600 W JONES BRIDGE RD	TEMPORARY SIGNS
2/5/2015	PP15-0104	MEINEKE	5250 PEACHTREE INDUSTRIAL BLVD	CERTIFICATE OF OCCUPANCY
2/5/2015	PP15-0105	WISE ELECTRIC	5450 PEACHTREE PKWY A-1	ELECTRICAL
2/6/2015	PP15-0106	VERIFACTO LLC	3851 HOLCOMB BRIDGE RD	CERTIFICATE OF OCCUPANCY
2/6/2015	PP15-0107	MARIA ESPANA	3946 FIFTH STREET	REMODEL
2/9/2015	PP15-0108	SOFT SURROUNDINGS	5151 PEACHTREE PKWY	PERMANENT SIGN
2/9/2015	PP15-0109	PETE WITALIS HOMES, INC	4125 WELLINGTON LAKE CT	BASEMENT FINISH
2/9/2015	PP15-0110	MURAD ELECTRIC INC	3411 SEPTEMBER MORN	ELECTRICAL
2/9/2015	PP15-0111	W L & ASSOCIATES	3821 RIVER MANSION DRIVE	DECK
2/9/2015	PP15-0112	AZAR CONSTRUCTION, INC	4705 POMARINE CIRCLE	BASEMENT FINISH
2/9/2015	PP15-0113	PLUMBING BY GEORGE	5707 BELLVILLE WAY	PLUMBING
2/9/2015	PP15-0114	MILLWOOD PLUMBING	5136 CREEK WALK CIR	PLUMBING
2/10/2015	PP15-0115	THE LEVEL CRAFTSMAN	4653 FITZPATRICK WAY	REMODEL
2/10/2015	PP15-0116	WINSTON PROPERTY VENTURES	3435 MEDLOCK BRIDGE RD	TEMPORARY SIGN
2/10/2015	PP15-0117	FASTRAX COMMUNICATIONS	5141 BUFORD HWY	ELECTRICAL
2/10/2015	PP15-0118	DOUBLE D PLUMBING	6649 PEACHTREE IND BLVD STE M,N,O	PLUMBING
2/10/2015	PP15-0119	CORNERSTONE HOMES & DEVELOPERS, LLC	3845 SCOTTS MILL RUN	FOUNDATION ONLY

**Staff Activity
Report
Greg Ramsey**



MEMO

TO: Mayor & Council
CC: Julian Jackson, City Manager
FROM: Greg Ramsey, P.E., Public Works Director
DATE: February 17, 2015
SUBJECT: Public Works Activity Report

The following is a summary of the Public Works Activities in the monthly period ending 02-10-15:

A. Attended the following meetings:

1. Peachtree Elementary – outdoor classroom space, 1-28-15
2. GCDOT – Winter Weather Preparations, 1-8-15
3. Spalding Terrace Development Meeting, 1-12-15
4. GC DWR Stormwater Coordination, 1-14-15
5. SR 141 Project Update – GCDOT, 1-16-15
6. Winters Chapel Sidewalks kickoff, 1-21-15
7. Peachtree Parkway landscaping project, 1-30-15
8. SR 141 Corridor project – ARC, 2-2-15
9. Simpsonwood Chapel relocation, 2-9-15

B. Field Services Operations 01-14-15 thru 02-10-15

1. # of Work Orders Initiated = 55
2. # of Fix It App submittals for PW = 20
3. # of Field Generated Work Orders = 35
4. # of Work Orders Completed = 45
5. # of Work Orders Referred to Other Departments = 6
6. Please see below for summaries of Work Orders & Fix-It App submittals

Work Orders Initiated:

Order Number	Entry Date	Description	Address	Status Type	Completion
14-000034	10/31/2014	Street Sign	6399 Spalding Dr	Completed	1/30/2015
14-000111	12/11/2014	Pothole	5248 NW Garnaby Ln	Completed	2/10/2015
14-000134	12/17/2014	Sinkhole	6265 Courtside Dr	Completed	1/21/2015
15-000185	1/9/2015	Object in Road	Holcomb Bridge Road	Completed	2/10/2015
15-000188	1/13/2015	Street Sign	4200 S Old Peachtree Rd	Completed	1/16/2015
15-000189	1/14/2015	Street Sign	3577 NW	Completed	1/14/2015

Order Number	Entry Date	Description	Address	Status Type	Completion
			Peachtree Corners Cir		
15-000190	1/15/2015	Street Sign	North Berkley Lake Rd	Completed	1/16/2015
15-000191	1/16/2015	Trash on Private Property	5198 South Old Peachtree Rd	In Progress	
15-000192	1/21/2015	Tree Removal	Peachtree Corners Cir	In Progress	
15-000193	1/27/2015	High Grass	Jones Mill Rd	Completed	2/6/2015
15-000194	1/27/2015	Clean Curb & Gutter	Jones Mill Rd	In Progress	
15-000195	1/27/2015	Clean Medians & Gutters	Peachtree Corners Cir	Completed	2/5/2015
15-000196	1/27/2015	Trash on Road	Peachtree Pkwy	Completed	1/19/2015
15-000197	1/27/2015	Trash in R.O.W.	Peachtree Pkwy	Completed	1/20/2015
15-000198	1/27/2015	Concrete in Road	Jones Mill Rd	Completed	1/20/2015
15-000199	1/27/2015	Remove Tree	Atlantic Blvd	Completed	1/12/2015
15-000200	1/28/2015	R.O.W. Maintenance	South Old Peachtree Rd	Completed	1/13/2015
15-000201	1/28/2015	R.O.W. Maintenance	South Old Peachtree Rd	Completed	1/15/2015
15-000202	1/28/2015	R.O.W. Maintenance	141 Spur at Jay Bird Alley	Completed	1/20/2015
15-000203	1/28/2015	Deceased Animal in Road	Jones Mill Rd at Jones Mill Spur	Completed	1/21/2015
15-000204	1/28/2015	Deceased Animal in Road	Medlock Bridge Rd at Peachtree Corners Cr	Completed	1/21/2015
15-000205	1/28/2015	Deceased Animal in Road	Medlock Bridge Rd at Peachtree Corners Cr	Completed	1/21/2015
15-000206	1/28/2015	Deceased Animal in Road	P'tree Corners Cr at Jones Mill Rd	Completed	1/21/2015
15-000207	1/28/2015	Deceased Animal in Road	Hwy 141	Completed	1/21/2015
15-000208	1/28/2015	Deceased Animal in Road	S Berkley Lake Rd at Freedom Ln	Completed	1/21/2015
15-000209	1/28/2015	Deceased Animal in Road	Jones Mill Rd at P'tree Corners Cir	Completed	1/21/2015
15-000210	1/29/2015	Extend Bollards	5995 Crooked Creek Rd	In Progress	
15-000211	2/4/2015	Damaged Guard Rail	4146 Kingsley Park Ct	In Progress	
15-000212	2/4/2015	Tree Removal	4146 Kingsley Park Cswy	In Progress	
15-000213	2/5/2015	Pot Holes	3375 Holcomb Bridge Rd	In Progress	
15-000214	2/9/2015	High Grass/Weeds	Jones Bridge Cir	Completed	2/10/2015
15-000215	2/9/2015	Deceased Animal in Road	4078 Jones Bridge Cir	Completed	2/9/2015
15-000216	2/9/2015	Clean R.O.W	E Jones Bridge Rd	Completed	1/26/2015
15-000217	2/9/2015	Clean R.O.W.	E Jones Bridge Rd	In Progress	
15-000218	2/9/2015	Clean Gutter	4800 Old South Peachtree Rd	Completed	1/26/2015
15-000219	2/9/2015	Deceased Animal in Road	6500 Peachtree Industrial Blvd	Completed	1/27/2015
15-000220	2/9/2015	Trash On Median	6000 Peachtree Industrial Blvd	Completed	1/27/2015
15-000221	2/9/2015	Clean Gutter	Peachtree Corner Cir	Completed	1/28/2015
15-000222	2/9/2015	Deceased Animal in Road	Peachtree Corners Cir	Completed	1/30/2015

Order Number	Entry Date	Description	Address	Status Type	Completion
15-000223	2/9/2015	Clean Gutter	Peachtree Corners Cir	Completed	2/5/2015
15-000224	2/9/2015	Concrete In Road	S Hwy 141 Pib	Completed	2/2/2015
15-000225	2/9/2015	Raise Canopy	Peachtree Corners Cir	Completed	1/30/2015
15-000226	2/10/2015	Remove Trees	3545 Jay Bird Alleyy	Completed	2/10/2015
15-000227	2/10/2015	Clean Gutter	Peachtree Industrial Blvd	Completed	2/4/2015
15-000228	2/10/2015	Clean Gutter	Peachtree Industrial Bch	Completed	2/5/2015
15-000229	2/10/2015	Mow Grass	Industrial Park Dr	Completed	2/5/2015
15-000230	2/10/2015	Clean Gutter	Industrial Park DI	In Progress	
15-000231	2/10/2015	Removed Street Sign	Medlock Bridge Rd	Completed	1/20/2015
15-000232	2/10/2015	Trash In R.O.W.	Gilliland Dr	Completed	1/21/2015
15-000233	2/10/2015	Cut Brush and Trees	S Peachtree Industrial Blvd	Completed	2/6/2015
15-000234	2/10/2015	Trash on Median	Hw 141	Completed	2/6/2015
15-000235	2/10/2015	Trash on Median	Peachtree Industrial Pkwy	In Progress	
15-000236	2/10/2015	Mow Grass	S Hwy 141	Completed	2/6/2015
15-000237	2/10/2015	Displaced Storm Drain Cover	4151 Industrial Park Dr	Completed	2/6/2015
15-000238	2/10/2015	Clean Gutter	Holcomb Bridge Rd	Completed	2/4/2015

Work Orders Referred to other Departments:

Date Created	Request Type	Address	Status Type	Referred To Other Departments
01/15/2015	Street Light Out	5334 Manteo Inlet Road	Closed	Georgia Power
01/21/2015	Restaurant/Bar Operating After-hours	4339 Winters Chapel Road	Closed	Gwinnett Co Police
01/21/2015	Pond Maintenance	Valley Mis Trace	Closed	Gwinnett Co Stormwater
01/26/2015	Blocked Stormwater	3528 Schilling Ridge	Closed	Gwinnett Co Stormwater
01/27/2015	AT&T Hardward left in the R.O.W	3549-3605 Jones Mill Road	Closed	Georgia Power
02/08/2015	Storm Drain/Retention Pond	626 Ivy Chase Lane	In Progress	Gwinnett Co Stormwater

02015-01-37

**AN ORDINANCE TO AMEND CHAPTER 6, ALCOHOLIC BEVERAGES, OF THE
2012 CITY OF PEACHTREE CORNERS CODE OF ORDINANCES BY ADDING
ARTICLE XI, 'RETAIL SALES OF DISTILLED SPIRITS - LIQUOR STORES';
AMENDING SECTION 6-5, DISTANCE REQUIREMENTS, FOR ORDINANCE
CONSISTENCY; REPEALING CONFLICTING REGULATIONS; AND SETTING AN
EFFECTIVE DATE**

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

WHEREAS, pursuant to Section 1.12(a) of the City Charter, the City is charged with exercising the powers of zoning; and

WHEREAS, the Mayor and Council desire to amend the current City Code;

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

Section 1: Chapter 6, Alcoholic Beverages, shall be amended by adding Article XI, as follows:

ARTICLE XI. – RETAIL PACKAGE SALES OF DISTILLED SPIRITS – LIQUOR STORES

Sec. 6-238. – License for retail sale of package distilled spirits – Liquor Store.

In addition to the requirements of this chapter, a license for the retail sale of package distilled spirits upon the terms and conditions provide in this chapter shall be granted as a special use by the city council after public hearing and evidenced by a written approval executed by the majority of the members of the city council. Upon the compliance with the foregoing provision and at the direction of the city council, the license shall be issued.

Sec. 6-239. – Location of retail establishment.

No distilled spirits shall be sold by the package at retail except by Special Use approval on property zoned C-2, General Business or C-3, Highway Business.

Sec. 6-240. – Liquor Store Limitations.

- (a) Liquor stores must be located at least 300 ft. from churches and 600 ft. from schools. This distance shall be measured from the front door of the liquor store to the front door of the church or front door of the nearest school building as measured along pedestrian walkways.
- (b) Liquor stores must be located at least 300 ft. from parks. This distance shall be measured from the front door of the liquor store to the nearest portion of the park property.
- (c) Liquor stores must operate as sole tenants in free standing buildings of at least 5,000 sq.ft. in size and no greater than 10,000 sq. ft. in size.
- (d) Liquor stores must be located on property that is a minimum of one-half acre in size with a minimum of 100 ft. of frontage on a state highway or major street.
- (e) A liquor store shall not be located closer than 3000 ft. to another liquor store, regardless of jurisdiction.
- (f) Liquor store buildings shall comply with Overlay Design regulations.
- (g) Liquor store deliveries shall be made at the rear of the store building and all loading areas, dumpsters, recycling bins, and compactors shall be screened from ground view.
- (h) Liquor store properties shall have no outdoor storage including the storage of shopping carts.
- (i) Liquor stores shall not sell lottery tickets, magazines, or tobacco products (except quality cigars.)

Sec. 6-241. – Both retail sale of package malt beverages and wine and package distilled spirits.

For licensees who wish to operate a business which conducts both the retail sale of package distilled spirits and the retail sale of package malt beverages and wine, in the case of conflict, the provisions of this article regulating the retail sale of package distilled spirits shall prevail, and compliance with those provisions, rather than the provisions applicable to the license permitting the retail sale of package malt beverages and wine, is required.

Sec. 6-242. – Hours of sale.

Retail package licensees shall not engage in the sale of distilled spirits except between the hours of 9:00 a.m. and 12:00 midnight, Monday through Saturday and 12:30 p.m. and 11:30 p.m. on Sunday.

Sec. 6-243. - Consumption prohibited.

It shall be unlawful for any person to consume any alcoholic beverage on a premises licensed for the sale of package distilled spirits. For the purpose of this section "premises" shall

include the parking area immediately adjoining the premises licensed for the sale of package distilled spirits and available for the use of the customers of the licensed premises, whether or not the same are owned or leased by the licensed holder. It shall be unlawful for any licensee to permit the consumption of alcoholic beverages on said premises or to sell unsealed (broken) package distilled spirits. If such licensee shall also have a license to sell malt beverages or wine, it shall likewise be unlawful for any such items to be consumed on the premises or to sell unsealed (broken) malt beverages or wine.

Sec. 6-244. - Use of tags or labels to indicate prices.

Retailers shall indicate plainly by tags or labels on the bottles or containers or on the shelf immediately below where the containers are placed the prices of all distilled spirits offered for sale.

Sec. 6-245. – Signs and window obstruction.

All glass surfaces forming the exterior walls of the premises shall remain unobstructed and shall provide a clear line of sight into the interior of the liquor store. No signs, window coverings, or other material shall be placed on or within ten feet of any exterior glass surfaces, except one 'open' sign of up to 4 sq. ft. in area, may be placed on or near the front door. Additional signage for liquor stores shall be limited to the following:

- (1) One wall sign per road frontage of up to 60 sq. ft. in area; and
- (2) One ground sign per road frontage of up to 75 sq. ft. in area and 5 ft. in height; and
- (3) Temporary banners as allowed per zoning code sec. 86-109.

Sec. 6-246. - Excise taxes.

(a) In addition to all other taxes or license fees heretofore or hereafter imposed upon retailers, dealers, or wholesalers engaged in the city and the business of selling distilled spirits, there is imposed and levied upon all here and after described retailers, dealers, or wholesalers within the city an excise tax to be computed and collected as hereinafter set forth. The taxes imposed by this section shall not be levied with respect to fortified wine.

(b) There is levied an excise tax computed at the rate of \$0.22 per liter or \$0.0065 per ounce which shall be paid to the governing authority on all distilled spirits sold by wholesalers to retailers in the city. Such tax shall be paid to the City of Peachtree Corners by the wholesale distributor on all distilled spirits sold to those licensed to sale package distilled spirits in the city as follows: Each wholesaler selling, shipping, or in any way delivering distilled spirits to any licensees hereunder shall collect the excise tax at the time of delivery and shall remit the same together with a summary of all deliveries to each licensee on or before the tenth day of the month following. Excise taxes received by the City of Peachtree Corners after the twentieth day of the month shall be charged a ten percent penalty. The \$0.22 per liter or \$0.0065 per ounce shall be prorated so that all containers of distilled spirits shall be taxed on the basis of \$0.22 per

liter or \$0.0065 per ounce. It shall be unlawful and a violation of this section for any wholesaler to sell, ship, or deliver in any manner any distilled spirits to any retail dealer or licensee without collecting said tax. It shall be unlawful and a violation of this section for any retail dealer or licensee to possess, own, hold, store, display, or sell any distilled spirits on which such tax has not been paid. Wholesalers collecting the tax authorized herein shall be allowed a percentage of the tax due and accounted for and shall be reimbursed in the form of a deduction in submitting, reporting and paying the amount due, if the amount is not delinquent at the time of payment. The rate of the deduction shall be at the same rate authorized for deductions from state tax under O.C.G.A. § 48-8-50, and any amendment thereto.

Sec. 6-247. – Schedule of Fees

(a) Investigative and administrative costs.

- (1) Each application for a license under this chapter shall be accompanied by a \$500.00 fee for investigative and administrative costs.
- (2) The fee shall not be refundable if the license is denied or if the licensee withdraws the application.
- (3) Anyone applying for more than one license shall pay only one investigative and administrative fee.
- (4) Any applicant for a new license under this chapter that already holds an existing license, shall have the investigative and administrative fee waived

(b) License Fee.

- (1) Retail package sales – distilled spirits - \$3,000
- (2) Retail package sales – wine and distilled spirits - \$3,600
- (3) Retail package sales – malt beverage, wine and distilled spirits - \$4,200.
- (4) Retail package Sunday sales - \$1500.

Sec. 6-248. - Applicability of other articles of this chapter.

All sections included in Articles I, V, and VIII of this chapter shall apply to the licenses and authorizations granted by this article. Any inconsistencies between the sections included in this article and Articles I, V, and VIII of this chapter shall be resolved by the language of this article taking precedence over the language of Articles I, V, and VIII.

Sec. 6-249. - Variances and Appeals.

(a) Applications for variances from the provisions of Chapter 6, Alcoholic Beverages, shall be made to, and considered by, the City Council in the manner prescribed for public hearings.

(b) Appeals of City Council decisions shall be made to Superior Court by Petition for Writ of Certiorari in accordance with State law.

Section 2 Chapter 6, Alcoholic Beverages, shall be amended by modifying Sec. 6-5, as follows:

SECTION 6-5 DISTANCE REQUIREMENTS

(e) For purposes of this section, distance shall be measured by the most direct route of travel on the ground and shall be measured in the following manner:

(1) From the main entrance of the establishment from which alcoholic beverages are sold or offered for sale;

(2) In a straight line, regardless of obstructions, to the nearest public sidewalk, walkway, street, road or highway by the nearest route;

(3) Along such public sidewalk, walkway, street, road or highway by the nearest route;

(4) To the main entrance of the church building, or to the ~~nearest portion~~ front door of the nearest school building grounds or college campus building.

Section 3 All ordinances or parts of ordinances in conflict herewith are hereby expressly repealed.

Effective this 17th day of February, 2015.

Approved by:

Mike Mason, Mayor

Kym Chereck, City Clerk

SEAL

02015-01-38

AN ORDINANCE TO AMEND ARTICLE XIII OF THE 2012 CITY OF PEACHTREE CORNERS ZONING RESOLUTION BY ADDIDNG 'LIQUOR STORE' AS A SPECIAL USE WITHIN C-2,C-3, AND M-1 ZONING DISTRICTS; REPEALING CONFLICTING REGULATIONS; AND SETTING AN EFFECTIVE DATE

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

WHEREAS, pursuant to Section 1.12(a) of the City Charter, the City is charged with exercising the powers of zoning; and

WHEREAS, the Mayor and Council desire to amend the current zoning resolution;

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

Section 1: (words ~~struck through~~ are deleted and words underlined are added)

1. ARTICLE XIII, USE PROVISIONS

Section 1315. Activity Center / Corridor Overlay District Requirements.

Section 1308 C-2 , General Business District

E. 11. Liquor Store

- (a) Liquor stores must be located at least 300 ft. from churches and 600 ft. from schools. This distance shall be measured from the front door of the liquor store to the front door of the church or front door of the nearest school building as measured along pedestrian walkways.
- (b) Liquor stores must be located at least 300 ft. from parks. This distance shall be measured from the front door of the liquor store to the nearest portion of the park property.
- (c) Liquor stores must operate as sole tenants in free standing buildings of at least 5,000 sq.ft. in size and no greater than 10,000 sq. ft. in size.
- (d) Liquor stores must be located on property that is a minimum of one-half acre in size with a minimum of 100 ft. of frontage on a state highway or major street.
- (e) A liquor store shall not be located closer than 3000 ft. to another liquor store, regardless of jurisdiction.
- (f) Liquor store buildings shall comply with Overlay Design regulations.
- (g) Liquor store deliveries shall be made at the rear of the store building and all loading areas, dumpsters, recycling bins, and compactors shall be screened from ground view.
- (h) Liquor store properties shall have no outdoor storage including the storage of shopping carts.
- (i) Liquor stores shall not sell lottery tickets, magazines, or tobacco products (except quality cigars.)

Section 1308A C-3 , Highway Business District

~~A. 53. Liquor Store~~

E. 3. Liquor Store (with conditions listed in C-2 E.11)

Section 2

All ordinances or parts of ordinances in conflict herewith are hereby expressly repealed.

Effective this 17th day of February, 2015.

Approved by:

Mike Mason, Mayor

Kym Chereck, City Clerk

SEAL

LIQUOR STORE - 3000 FT. RADIUS CIRCLES : DISTANCE LIMITATIONS



City of Peachtree Corners
Zoning Map
 February, 2014

City Council
 Mayor: Mike Mason
 Post 1: Phil Sadd
 Post 2: James Lowe III
 Post 3: Alex Wright
 Post 4: Jeanne Aulbach
 Post 5: Lorri Christopher
 Post 6: Weare Gratwick

Legend

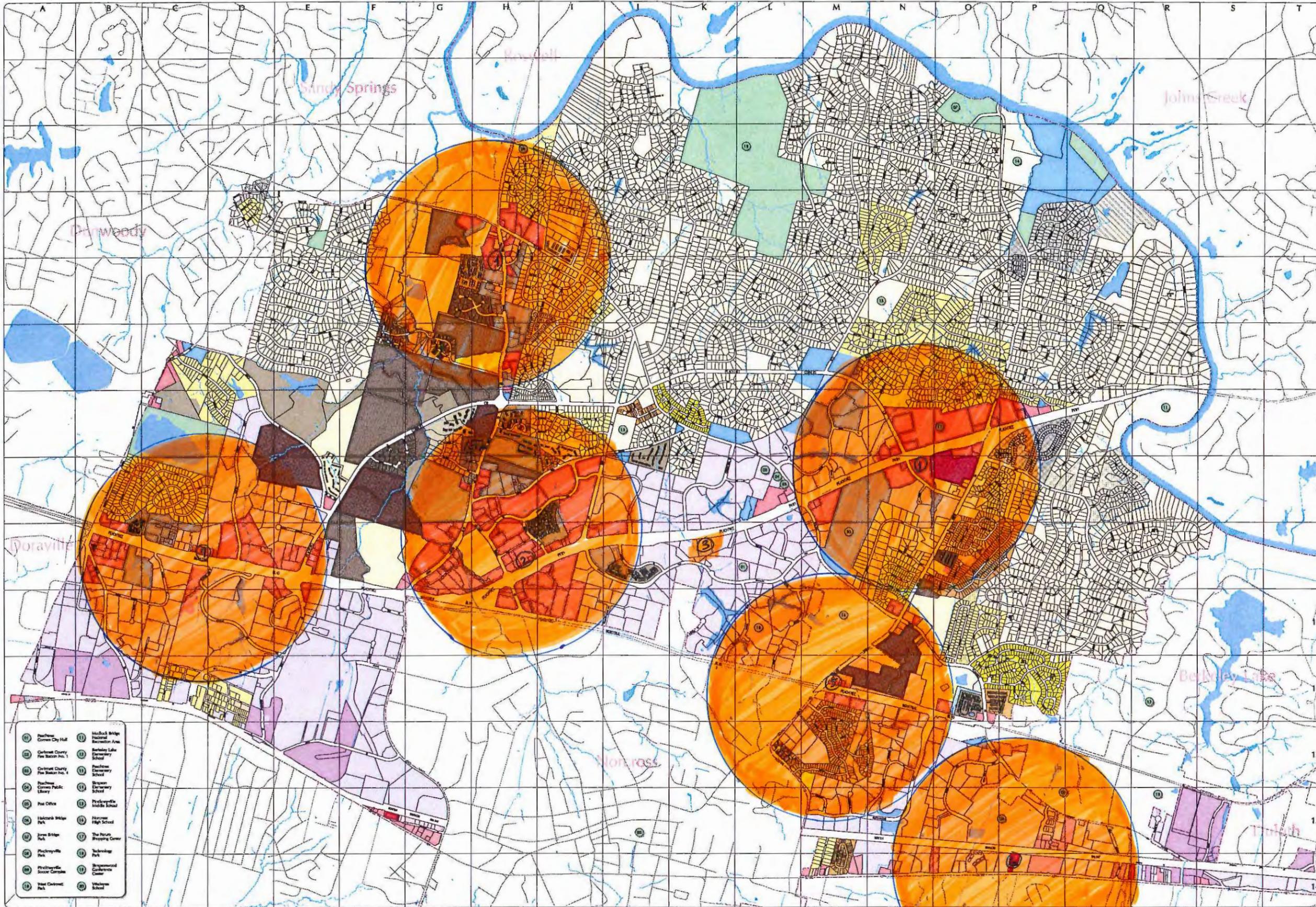
City Limits
 Parks
 Overlay District

Zoning Districts

Commercial Zoning	Residential Zoning
C-1: Neighborhood Business	RA-200: Agriculture Residences
C-2: General Business	R-100: Single Family Residences
C-3: Highway Business	R-100 CLU: Single Family Residences
I-1: Light Industrial	R-100 CSO: Conventional Subdivision Single Family Residences
M-1: Heavy Industrial	R-100 MCO: Medium Density Single Family Residences
Office Zoning	R-20: Single Family Residences
OMP: Business Park	R-30: Single Family Residences
O-1: Office Institutional	R-40: Single Family Residences
Residential Zoning	R-20: Single Family Residences
RA-1: Multi-Family Residences	Residential Zoning Townhomes
RA-2: Multi-Family Residences	R-10: Single Family Residences
RA-3: Multi-Family Residences	Residence Workspaces
RA-4: Multi-Family Residences	Mobile Home / Manufactured Housing Residences
RA-5: Multi-Family Residences	MH-1: Mobile Home Park
RA-6: Multi-Family Residences	MH-2: Mobile Home Park
RA-7: Multi-Family Residences	Mixed Use Development
RA-8: Multi-Family Residences	MU-1: Mixed Use Development

Map Symbols

1. City Limits
 2. City Limits
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 100. City Limits



Map Symbols

1. Peachtree Corners City Hall
 2. Carroll County Fire Station No. 1
 3. Carroll County Fire Station No. 4
 4. Peachtree Corners Public Library
 5. Post Office
 6. Hartsfield Bridge Park
 7. Stone Bridge Park
 8. Peachtreeville Park
 9. Peachtreeville Community Center
 10. West Central Park
 11. Hartsfield Bridge Elementary School
 12. Peachtreeville Elementary School
 13. Peachtreeville Middle School
 14. Hartsfield High School
 15. The Forum Performing Center
 16. Peachtreeville Park
 17. Peachtreeville Community Center
 18. Peachtreeville Community Center
 19. Peachtreeville Community Center
 20. Peachtreeville Community Center

R2015-02-36

Town Center LCI

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEACHTREE CORNERS, GEORGIA APPROVING THE TOWN CENTER LCI STUDY AND INCORPORATING IT INTO THE 2033 COMPREHENSIVE PLAN.

WHEREAS, The Atlanta Regional Commission awarded the City of Peachtree Corners an LCI grant to develop a master plan for the city's central business district; and

WHEREAS, after thorough analysis and extensive public participation, the City of Peachtree Corners with assistance from its consultants has completed the Town Center LCI Study; and

WHEREAS, this study was prepared in accordance with the requirements outlined in an agreement between the City of Peachtree Corners and the Atlanta Regional Commission;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Peachtree Corners, Georgia, that the Town Center LCI Study is hereby approved as presented. It is further resolved that the Town Center LCI study shall be incorporated into the 2033 Comprehensive Plan as an appendix to the original document.

SO RESOLVED AND EFFECTIVE, this the 17th day of February, 2015.

Approved:

Mike Mason, Mayor

Attest:

Kym Chereck, City Clerk

Seal

APH 2015-09-016

Earth Fare



Mike Mason, Mayor

Phil Sadd - Post 1, Council Member
Alex Wright - Post 3, Council Member
Lorri Christopher - Post 5, Council Member

James Lowe - Post 2, Council Member
Jeanne Aulbach - Post 4, Council Member
Weare Gratwick - Post 6, Council Member

To: Mayor and City Council
Cc: Julian Jackson, City Manager
From: Diana Wheeler, Community Development Director
Date: February 17th 2015, City Council Meeting

Agenda Item: APH 2015-09-016- Approval of Alcoholic Beverage License Application for Earth Fare Inc dba: Earth Fare at 5270 Peachtree Pkwy, Ste 108 Peachtree Corners GA 30092. Applicant is Harold Scott Little for Retail/ Package Beer & Wine.

Staff Recommendation:

Approve the application for Retail/ Package Beer & Wine Beverage License for Earth Fare Inc located at 5270 Peachtree Pkwy, Ste 108 Peachtree Corners, GA 30092

Background:

Applicant submitted a completed application on December 11th 2014 required advertising for the application was published in the Gwinnett Daily Post, the legal organ of the City, on February 6th and February 13th. The applicant has passed the background investigation and meets all requirements.

Summary:

Staff has reviewed this application and finds no reason to deny the application.

Alternatives:

None

02015-01-39

Stream Buffer

**AN ORDINANCE ADOPTING THE STREAM BUFFER PROTECTION ORDINANCE
FOR THE CITY OF PEACHTREE CORNERS, GEORGIA**

WHEREAS, the City of Peachtree Corners is charged with providing for the health, safety and welfare of the citizens of the City; and

WHEREAS, the Environmental Protection Division of the State of Georgia has promulgated a suggested model Ordinance for stream buffer protection which the Council finds is the best way to preserve the natural stream buffers in the City and protect the environment; and

WHEREAS, the Mayor and City Council find that the health, safety and welfare of the citizens of the City will be better preserved and protected by the adoption of the suggested model stream buffer protection ordinance.

THEREFORE, Mayor and City Council of the City of Dunwoody hereby adopt the Stream Buffer Protection Ordinance to read in its entirety as follows:

Section 1. Findings and Purposes

- (a) The Sections below shall be known as the "City of Peachtree Corners Stream Buffer Protection Ordinance." The City Council of City of Peachtree Corners hereby finds that buffers adjacent to streams provide numerous benefits including:
- (1) Protecting, restoring and maintaining the chemical, physical and biological integrity of streams and their water resources;
 - (2) Removing pollutants delivered in urban stormwater;
 - (3) Reducing erosion and controlling sedimentation;
 - (4) Protecting and stabilizing stream banks;
 - (5) Providing for infiltration of stormwater runoff;
 - (6) Maintaining base flow of streams;
 - (7) Contributing organic matter that is a source of food and energy for the aquatic ecosystem;
 - (8) Providing tree canopy to shade streams and promote desirable aquatic habitat;

- (9) Providing riparian wildlife habitat;
 - (10) Furnishing scenic value and recreational opportunity;
and
 - (11) Providing opportunities for the protection and restoration
of greenspace.
- (b) It is the purpose of this Ordinance is to protect the public health, safety, environment and general welfare; to minimize public and private losses due to erosion, siltation and water pollution; and to maintain stream water quality by provisions designed to:
- (1) Create buffer zones along the streams of the City of Peachtree Corners for the protection of water resources;
and,
 - (2) Minimize land development within such buffers by establishing buffer zone requirements and by requiring authorization for any such activities.

Section 2. Definitions.

"Buffer" means, with respect to a stream, a natural or enhanced vegetated area (established by Section 5(a)(1) below), lying adjacent to the stream.

"Impervious Cover" means any manmade paved, hardened or structural surface regardless of material. Impervious cover includes but is not limited to rooftops, buildings, streets, roads, decks, swimming pools and any concrete or asphalt.

"Land Development" means any land change, including but not limited to clearing, grubbing, stripping, removal of vegetation, dredging, grading, excavating, transporting and filling of land, construction, paving and any other installation of impervious cover.

"Land Development Activity" means those actions or activities which comprise, facilitate or result in land development.

"Land Disturbance" means any land or vegetation change, including, but not limited to, clearing, grubbing, stripping, removal of vegetation, dredging, grading, excavating, transporting and filling of land, that do not involve construction, paving or any other installation of impervious cover.

"Land Disturbance Activity" means those actions or activities which comprise, facilitate or result in land disturbance.

"Floodplain" means any land area susceptible to flooding, which would have at least a one percent probability of flooding occurrence in any calendar year based on the basin being fully developed as shown on the current land use plan; i.e., the regulatory flood.

"Parcel" means any plot, lot or acreage shown as a unit on the latest county tax assessment records.

"Permit" means the permit issued by the City of Peachtree Corners required for undertaking any land development activity

"Person" means any individual, partnership, firm, association, joint venture, public or private corporation, trust, estate, commission, board, public or private institution, utility, cooperative, city, county or other political subdivision of the State, any interstate body or any other legal entity.

"Protection Area, or Stream Protection Area" means, with respect to a stream, the combined areas of all required buffers and setbacks applicable to such stream.

"Riparian" means belonging or related to the bank of a river, stream, lake, pond or impoundment.

"Setback" means, with respect to a stream, the area established by Section 5(a)(2) extending beyond any buffer applicable to the stream.

"Stream" means any conveyance, beginning at:

1. The location of a spring, seep, or groundwater outflow that sustains the flow of water; or
2. A point in the stream channel with a drainage area of 25 acres or more; or
3. Where evidence indicates the presence of a stream in a drainage area of less than 25 acres, the City of Peachtree Corners may require field studies to verify the existence of a stream.

"Stream Bank" means the sloping land that contains the stream channel and the normal flows of the stream.

"Stream Channel" means the portion of a watercourse that contains the base flow of the stream.

“Watershed” means the land area that drains into a particular stream.

Section 3. Applicability.

This Ordinance shall apply to all land development activity on property containing a stream protection area as defined in Section 3 of this ordinance. These requirements are in addition to, and do not replace or supersede, any other applicable buffer requirements established under state law and approval or exemption from these requirements do not constitute approval or exemption from buffer requirements established under state law or from other applicable local, state or federal regulations.

Section 4. Grandfather Provisions; Exemption.

- (a) This Ordinance shall not apply to the following activities:
- (1) Work consisting of the repair or maintenance of any lawful use of land that is zoned and approved for such use on or before the effective date of this ordinance.
 - (2) Existing development and on-going land disturbance activities including but not limited to existing agriculture, silviculture, landscaping, gardening and lawn maintenance, except that new development or land disturbance activities on such properties will be subject to all applicable buffer requirements.
 - (3) Any land development activity that is under construction, fully approved for development, scheduled for permit approval or has been submitted for approval as of the effective date of this ordinance.
 - (4) Land development activity that has not been submitted for approval, but that is part of a larger master development plan, such as for an office park or other phased development that has been previously approved within one year of the effective date of this ordinance.
- (b) Exemptions. The following specific activities are exempt from obtaining a required stream buffer variance, however the work must be permitted with the City of Peachtree Corners. The

exemption of these activities does not constitute an exemption for any other activity proposed on a property.

- (1) Activities for the purpose of building one of the following:
 - (i) a stream crossing by a driveway, transportation route or utility line;
 - (ii) public water supply intake or public wastewater outfall structures;
 - (iii) public access facilities that must be on the water including boat ramps, docks, foot trails leading directly to the river, fishing platforms and overlooks;
 - (iv) unpaved foot trails and paths;
 - (v) Activities to restore and enhance stream bank stability, vegetation, water quality and/or aquatic habitat, so long as native vegetation and bioengineering techniques are used.
- (2) Public sewer line easements paralleling the creek, except that all easements (permanent and construction) and land disturbance should be at least 25 feet from the top of the bank. This includes such impervious cover as is necessary for the operation and maintenance of the utility, including but not limited to manholes, vents and valve structures. This exemption shall not be construed as allowing the construction of roads, bike paths or other transportation routes in such easements, regardless of paving material, except for access for the uses specifically cited in subsection (b)(1) above.
- (3) Land development activities within a right-of-way existing at the time this ordinance takes effect or approved under the terms of this ordinance.
- (4) Within an easement of any utility existing at the time this ordinance takes effect or approved under the terms of this ordinance, land disturbance activities and such impervious cover as is necessary for the operation and maintenance of the utility, including but not limited to manholes, vents and valve structures.

- (5) Emergency work necessary to preserve life or property. However, when emergency work is performed under this section, the person performing it shall report such work to the City of Peachtree Corners on the next business day after commencement of the work. Within 10 days thereafter, the person shall apply for a permit and perform such work within such time period as may be determined by the City of Peachtree Corners to be reasonably necessary to correct any impairment such emergency work may have caused to the water conveyance capacity, stability or water quality of the protection area.
- (6) Forestry and silviculture activities on land that is zoned for forestry, silvicultural or agricultural uses and are not incidental to other land development activity. If such activity results in land disturbance in the buffer that would otherwise be prohibited, then no other land disturbing activity other than normal forest management practices will be allowed on the entire property for three years after the end of the activities that intruded on the buffer.
- (c) After the effective date of this ordinance, it shall apply to all new development including subdividing and platting activities.
- (d) Any land development activity within a buffer established hereunder or any impervious cover within a setback established hereunder is prohibited unless a variance is granted pursuant to Section 5(b) below.

Section 5. Land Development Requirements.

- (a) Buffer and Setback Requirements. All land development activity subject to this Ordinance shall meet the following requirements:
 - (1) An undisturbed natural vegetative buffer shall be maintained for 50 feet, measured horizontally, on both banks (as applicable) of the stream as measured from the top of the stream bank. The top of the bank is a clearer landmark than the edge of the water or the end of vegetation, particularly on intermittent streams. The land forming the bank is also considered part of the buffer for purposes of this ordinance.

- (2) An additional setback shall be maintained for 25 feet, measured horizontally, beyond the undisturbed natural vegetative buffer, in which all impervious cover shall be prohibited. Grading, filling and earthmoving shall be minimized within the setback.
 - (3) No septic tanks or septic tank drain fields shall be permitted within the buffer or the setback.
- (b) Variance Procedures. Variances from the above buffer and setback requirements may be granted in accordance with following provisions and are subject to approval by the Georgia Environmental Protection Division (GAEPD):
- (1) Where a parcel was platted prior to the effective date of this ordinance, and its shape, topography or other existing physical condition prevents land development consistent with this ordinance, and the Community Development Department finds and determines that the requirements of this ordinance prohibit the otherwise lawful use of the property by the owner, the appeals board of the City of Peachtree Corners may grant a variance from the buffer and setback requirements hereunder, provided such variance requires mitigation measures to offset the effects of any proposed land development on the parcel.
 - (2) Except as provided above, the appeals board of the City of Peachtree Corners shall grant no variance from any provision of this ordinance without first conducting a public hearing on the application for variance and authorizing the granting of the variance by an affirmative vote of the appeals board. The City of Peachtree Corners shall give public notice of each such public hearing in a newspaper of general circulation within the City of Peachtree Corners. The City of Peachtree Corners shall require that the applicant post a sign giving notice of the proposed variance and the public hearing. The sign shall be of a size and posted in such a location on the property as to be clearly visible from the primary adjacent road right-of-way.

Variances will be considered only in the following cases:

- (i) When a property's shape, topography or other physical conditions existing at the time of the

adoption of this ordinance prevents land development unless a buffer variance is granted.

- (ii) Unusual circumstances when strict adherence to the minimal buffer requirements in the ordinance would create an extreme hardship.

Variances will not be considered when, following adoption of this ordinance, actions of any property owner of a given property have created conditions of a hardship on that property.

- (c) At a minimum, a variance request shall include the following information:
 - (1) A site map that includes locations of all streams, wetlands, floodplain boundaries and other natural features, as determined by field survey;
 - (2) A description of the shape, size, topography, slope, soils, vegetation and other physical characteristics of the property;
 - (3) A detailed site plan that shows the locations of all existing and proposed structures and other impervious cover, the limits of all existing and proposed land disturbance, both inside and outside the buffer and setback. The exact area of the buffer to be affected shall be accurately and clearly indicated;
 - (4) Documentation of unusual hardship should the buffer be maintained;
 - (5) At least one alternative plan, which does not include a buffer or setback intrusion, or an explanation of why such a site plan is not possible;
 - (6) A calculation of the total area and length of the proposed intrusion;
 - (7) A stormwater management site plan, if applicable; and,
 - (8) Proposed mitigation, if any, for the intrusion. If no mitigation is proposed, the request must include an explanation of why none is being proposed.
- (d) The following factors will be considered in determining whether to issue a variance:

- (1) The shape, size, topography, slope, soils, vegetation and other physical characteristics of the property;
- (2) The locations of all streams on the property, including along property boundaries;
- (3) The location and extent of the proposed buffer or setback intrusion;
- (4) Whether alternative designs are possible which require less intrusion or no intrusion;
- (5) The long-term and construction water-quality impacts of the proposed variance; and,
- (6) Whether issuance of the variance is at least as protective of natural resources and the environment.

Section 6. Compatibility with Other Buffer Regulations and Requirements.

This ordinance is not intended to interfere with, abrogate or annul any other ordinance, rule or regulation, statute or other provision of law. The requirements of this ordinance should be considered minimum requirements, and where any provision of this ordinance imposes restrictions different from those imposed by any other ordinance, rule, regulation or other provision of law, whichever provisions are more restrictive or impose higher protective standards for human health or the environment shall be considered to take precedence.

Metropolitan River Protection Act and Chattahoochee Corridor Plan

Requires a 50-foot undisturbed vegetative buffer and 150-foot impervious surface setback on the Chattahoochee and its impoundments and a 35-foot undisturbed vegetative buffer (all measured from the edge of the water) on perennial tributary streams in a Corridor extending 2000 feet from either bank of the river and its impoundments. The Corridor extends from Buford Dam to the downstream limits of the Atlanta region (Douglas and Fulton Counties). Streams in the basin of the Corridor are required to be protected by buffers, but no required width is specified. (Georgia Code 12-5-440 et seq.)

DNR Part 5 Criteria for Small (under 100 square miles) Water Supply Watersheds

Authorized under Part V of the Georgia Planning Act of 1989, these criteria require 100-foot undisturbed buffers and 150-foot setbacks on all perennial streams within 7 miles upstream of a public water supply reservoir or public water supply intake. Beyond 7 miles, the required buffer is 50 feet and the required setback is 75 feet. Equivalent protection measures can be adopted with approval from Georgia DCA and DNR.

DNR Part 5 Criteria for River Protection

Authorized under the 1991 Mountains and River Corridors Protection Act of 1991, these criteria require a 100-foot buffer along rivers with average annual flows of greater than 400 cfs (excepting the portion of the Chattahoochee referenced above). The buffer is measured from the top of the stream bank.

Section 7. Additional Information Requirements for Development on Buffer Zone Properties

Any permit applications for property requiring buffers and setbacks hereunder must include the following:

- (1) A site plan showing:
 - a. The location of all streams on the property;
 - b. Limits of required stream buffers and setbacks on the property;
 - c. Buffer zone topography with contour lines at no greater than five (5)-foot contour intervals;
 - d. Delineation of forested and open areas in the buffer zone; and,
 - e. Detailed plans of all proposed land development in the buffer and of all proposed impervious cover within the setback.
- (2) A description of all proposed land development within the buffer and setback; and,
- (3) Any other documentation that the City of Peachtree Corners may reasonably deem necessary for review of the application and to insure that the buffer zone ordinance is addressed in the approval process.

All buffer and setback areas must be recorded on the final plat of the property following plan approval.

Section 8. Responsibility

Neither the issuance of a development permit nor compliance with the conditions thereof, nor with the provisions of this ordinance, shall relieve any person from any responsibility otherwise imposed by law for damage to persons or property; nor shall the issuance of any permit hereunder serve to impose any liability upon City of Dunwoody, its vendors, officers or employees, for injury or damage to persons or property.

Section 9. Inspection

The City of Peachtree Corners may cause inspections of the work in the buffer or setback to be made periodically during the course thereof and shall make a final inspection following completion of the work. The permittee shall assist the City of Peachtree Corners in making such inspections. The City of Peachtree Corners shall have the authority to conduct such investigations as it may reasonably deem necessary to carry out its duties as prescribed in this ordinance, and for this purpose to enter at reasonable time upon any property, public or private, for the purpose of investigating and inspecting the sites of any land development activities within the protection area.

No person shall refuse entry or access to any authorized representative or agent who requests entry for purposes of inspection, and who presents appropriate credentials, nor shall any person obstruct, hamper or interfere with any such representative while in the process of carrying out official duties.

Section 10. Violations, Enforcement and Penalties

- (a) Any action or inaction which violates the provisions of this ordinance or the requirements of an approved site plan or permit may be subject to the enforcement actions outlined in this Section. Any such action or inaction which is continuous with respect to time is deemed to be a public nuisance and may be abated by injunctive or other equitable relief. The imposition of any of the penalties described below shall not prevent such equitable relief.

- (b) *Notice of Violation.* If the City of Peachtree Corners determines that an applicant or other responsible person has failed to comply with the terms and conditions of a permit, an approved

site plan or the provisions of this ordinance, it shall issue a written notice of violation to such applicant or other responsible person. Where a person is engaged in activity covered by this ordinance without having first secured the appropriate permit therefor, the notice of violation shall be served on the owner or the responsible person in charge of the activity being conducted on the site.

The notice of violation shall contain:

- (1) The name and address of the owner or the applicant or the responsible person;
 - (2) The address or other description of the site upon which the violation is occurring;
 - (3) A statement specifying the nature of the violation;
 - (4) A description of the remedial measures necessary to bring the action or inaction into compliance with the permit, the approved site plan or this ordinance and the date for the completion of such remedial action;
 - (5) A statement of the penalty or penalties that may be assessed against the person to whom the notice of violation is directed; and,
 - (6) A statement that the determination of violation may be appealed to the City of Peachtree Corners by filing a written notice of appeal within thirty (30) days after the notice of violation (except that in the event the violation constitutes an immediate danger to public health or public safety, 24 hours notice shall be sufficient)..
- (c) In the event the remedial measures described in the notice of violation have not been completed by the date set forth for such completion in the notice of violation, any one or more of the following actions or penalties may be taken or assessed against the person to whom the notice of violation was directed. Before taking any of the following actions or imposing any of the following penalties, the City of Peachtree Corners shall first notify the applicant or other responsible person in writing of its intended action, and shall provide a reasonable opportunity, of not less than ten days (except that in the event the violation constitutes an immediate danger to public health or public safety, 24 hours notice shall be sufficient) to cure such violation. In the event the applicant or other responsible person fails to

cure such violation after such notice and cure period, the City of Peachtree Corners may take any one or more of the following actions or impose any one or more of the following penalties.

- (1) *Stop Work Order* - The City of Peachtree Corners Inspector may issue a stop work order which shall be served on the applicant or other responsible person. The stop work order shall remain in effect until the applicant or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise cured the violation or violations described therein, provided the stop work order may be withdrawn or modified to enable the applicant or other responsible person to take necessary remedial measures to cure such violation or violations.
- (2) *Withhold Certificate of Occupancy* - The City of Peachtree Corners Community Development Department may refuse to issue a certificate of occupancy for the building or other improvements constructed or being constructed on the site until the applicant or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise cured the violations described therein.
- (3) *Suspension, Revocation or Modification of Permit* - The City of Community Development Department may suspend, revoke or modify the permit authorizing the land development project. A suspended, revoked or modified permit may be reinstated after the applicant or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise cured the violations described therein, provided such permit may be reinstated (upon such conditions as the City of Peachtree Corners may deem necessary) to enable the applicant or other responsible person to take the necessary remedial measures to cure such violations.
- (4) *Civil Penalties* - In the event the applicant or other responsible person fails to take the remedial measures set forth in the notice of violation or otherwise fails to cure the violations described therein within ten days (or such greater period as the City of Peachtree Corners shall deem appropriate) (except that in the event the violation constitutes an immediate danger to public health or public safety, 24 hours notice shall be sufficient) after the City of Peachtree Corners has taken one or more of the actions described above, the City of Peachtree Corners

may impose a penalty not to exceed \$1,000 (depending on the severity of the violation) for each day the violation remains unremedied after receipt of the notice of violation.

- (5) *Criminal Penalties* - For intentional and flagrant violations of this ordinance, or for failure to pay a Civil Penalty designated above within thirty (30) days of imposition, the City of Peachtree Corners may issue a citation to the applicant or other responsible person, requiring such person to appear in Peachtree Corners Municipal Court to answer charges for such violation. Upon conviction, such person shall be punished by a fine not to exceed \$1,000 or imprisonment for 60 days or both. Each act of violation and each day upon which any violation shall occur shall constitute a separate offense.

Section 11. Administrative Appeal and Judicial Review.

- (a) *Administrative Appeal.* Any person aggrieved by a decision or order of the City of Peachtree Corners Department, may appeal in writing within 10 days after the issuance of such decision or order to the Community Development Director of the City of Peachtree Corners and shall be entitled to a hearing before the (designated appeals body) of Peachtree Corners within 45 days of receipt of the written appeal.
- (b) *Judicial Review.* Any person aggrieved by a decision or order of the City of Peachtree Corners, after exhausting all administrative remedies, shall have the right to appeal by Petition for Writ of Certiorari to the Superior Court of Gwinnett County.

SO ORDAINED, this ____ day of _____, 2012.

Approved:

Mike Mason, Mayor

ATTEST:

Approved as to Form and Content:

Kym Chereck, City Clerk
(Seal)

William F. Riley, City Attorney

02015-01-40

Stormwater

**AN ORDINANCE TO ADOPT REGULATIONS FOR POST-DEVELOPMENT
STORMWATER MAINTENANCE FOR NEW DEVELOPMENT AND
REDEVELOPMENT**

WHEREAS, the City of Peachtree Corners has a duty to preserve the health, safety, and welfare of the citizens of the City; and

WHEREAS, land development projects and other land use conversions, and their associated changes to land cover, permanently alter the hydrologic response of local watersheds and increase stormwater runoff rates and volumes, which in turn increase flooding, stream channel erosion, and sediment transport and deposition; and

WHEREAS, land development projects and other land use conversions also contribute to increased nonpoint source pollution and degradation of receiving waters; and

WHEREAS, the impacts of post-development stormwater runoff quantity and quality can adversely affect public safety, public and private property, drinking water supplies, recreation, fish and other aquatic life, property values and other uses of lands and waters; and

WHEREAS, these adverse impacts can be controlled and minimized through the regulation of stormwater runoff quantity and quality from new development and redevelopment, by the use of both structural facilities as well as nonstructural measures, such as the conservation of open space and greenspace areas; and

WHEREAS, localities in the State of Georgia are required to comply with a number of both State and Federal laws, regulations and permits which require a locality to address the impacts of post-development stormwater runoff quality and nonpoint source pollution; and

WHEREAS, the Mayor and Council of the City of Peachtree Corners desire to establish a set of Stormwater Management Policies to provide reasonable guidance for post-development stormwater runoff and they have determined that it is in the public interest to regulate post-development stormwater runoff discharges in order to minimize increases in stormwater runoff rates and volumes, post-construction soil erosion and sedimentation, stream channel erosion, and nonpoint source pollution associated with post-development stormwater runoff.

THEREFORE, THE MAYOR AND COUNCIL OF THE CITY OF PEACHTREE CORNERS HEREBY ORDAIN AND ADOPT THE REGULATIONS FOR POST-DEVELOPMENT STORMWATER MAINTENANCE FOR NEW DEVELOPMENT AND REDEVELOPMENT TO READ AS FOLLOWS:

Sec. 1. - Purpose and Intent.

The purpose of this ordinance is to protect, maintain and enhance the public health, safety, environment and general welfare by establishing minimum requirements and procedures to control the adverse effects of increased post-development stormwater runoff and nonpoint source pollution associated with new development and redevelopment. It has been determined that proper management of post-development stormwater runoff will minimize damage to public and private property and infrastructure, safeguard the public health, safety, environment and general welfare of the public, and protect water and aquatic resources. This ordinance seeks to meet that purpose through the following objectives:

- (1) Establish decision-making processes surrounding land development activities that protect the integrity of the watershed and preserve the health of water resources;
- (2) Require that new development and redevelopment maintain the pre-development hydrologic response in their post-development state as nearly as practicable in order to reduce flooding, stream bank erosion, nonpoint source pollution and increases in stream temperature, and maintain the integrity of stream channels and aquatic habitats;
- (3) Establish minimum post-development stormwater management standards and design criteria for the regulation and control of stormwater runoff quantity and quality;
- (4) Establish design and application criteria for the construction and use of structural stormwater control facilities that can be used to meet the minimum post-development stormwater management standards;
- (5) Encourage the use of nonstructural stormwater management and stormwater better site design practices, such as the preservation of greenspace and other conservation areas, to the maximum extent practicable. Coordinate site design plans, which include greenspace, with the county's greenspace protection plan;
- (6) Establish provisions for the long-term responsibility for and maintenance of structural stormwater control facilities and nonstructural stormwater management practices to ensure that they continue to function as designed, are maintained, and pose no threat to public safety; and
- (7) Establish administrative procedures for the submission, review, approval and disapproval of stormwater management plans, and for the inspection of approved active projects, and long-term follow up.

Sec. 2. - 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:

Applicant means a person submitting a postdevelopment stormwater management application and plan for approval.

Channel means a natural or artificial watercourse with a definite bed and banks that conducts continuously or periodically flowing water.

Conservation easement means an agreement between a landowner and the city or other government agency or land trust that permanently protects open space or greenspace on the owner's land by limiting the amount and type of development that can take place, but continues to leave the remainder of the fee interest in private ownership.

Detention means the temporary storage of stormwater runoff in a stormwater management facility for the purpose of controlling the peak discharge.

Detention facility means a detention basin or structure designed for the detention of stormwater runoff and gradual release of stored water at controlled rates.

Developer means a person who undertakes land development activities.

Development means a land development or land development project.

Director means the director of the city community development department.

Drainage easement means an easement appurtenant or attached to a tract or parcel of land allowing the owner of adjacent tracts or other persons to discharge stormwater runoff onto the tract or parcel of land subject to the drainage easement.

Erosion and sedimentation control plan means a plan that is designed to minimize the accelerated erosion and sediment runoff at a site during land disturbance activities.

Extended detention means the detention of stormwater runoff for an extended period, typically 24 hours or greater.

Extreme flood protection means measures taken to prevent adverse impacts from large low-frequency storm events with a return frequency of 100 years or more.

Flooding means a volume of surface water that is too great to be confined within the banks or walls of a conveyance or stream channel and that overflows onto adjacent lands.

Greenspace or open space means permanently protected areas of the site that are preserved in a natural state.

Hotspot means an area where the use of the land has the potential to generate highly contaminated runoff, with concentrations of pollutants in excess of those typically found in stormwater.

Hydrologic Soil Group (HSG) means a natural resource conservation service classification system in which soils are categorized into four runoff potential groups. The groups range from group A soils, with high permeability and little runoff produced, to group D soils, which have low permeability rates and produce much more runoff.

Impervious cover means a surface composed of any material that significantly impedes or prevents the natural infiltration of water into soil. The term "impervious cover" includes, but is not limited to, rooftops, buildings, streets and roads, and any concrete or asphalt surface.

Industrial stormwater permit means a National Pollutant Discharge Elimination System (NPDES) permit issued to an industry or group of industries that regulates the pollutant levels associated with industrial stormwater discharges or specifies on-site pollution control strategies.

Infiltration means the process of percolating stormwater runoff into the subsoil.

Inspection and maintenance agreement means a written agreement providing for the long-term inspection and maintenance of stormwater management facilities and practices on a site or with respect to a land development project, which when properly recorded in the deed records constitutes a restriction on the title to a site or other land involved in a land development project.

Jurisdictional wetland means an area that is inundated or saturated by surface water or groundwater at a frequency and duration sufficient to support a prevalence of vegetation typically adapted for life in saturated soil conditions, commonly known as hydrophytic vegetation.

Land development means any land change, including, but not limited to, clearing, digging, grubbing, stripping, removal of vegetation, dredging, grading, excavating, transporting and filling of land, construction, paving, and any other installation of impervious cover.

Land development activities means those actions or activities that comprise, facilitate or result in land development.

Land development project means a discrete land development undertaking.

New development means a land development activity on a previously undeveloped site.

Nonpoint source pollution means a form of water pollution that does not originate from a discrete point such as a sewage treatment plant or industrial discharge, but involves the transport of pollutants such as sediment, fertilizers, pesticides, heavy metals, oil, grease, bacteria, organic materials and other contaminants from land to surface water and groundwater via mechanisms such as precipitation, stormwater runoff, and leaching. Nonpoint source pollution is a byproduct of land use practices such as agricultural, silvicultural, mining, construction, subsurface disposal and urban runoff sources.

Nonstructural stormwater management practice or nonstructural practice means any natural or planted vegetation or other nonstructural component of the stormwater management plan that provides for or enhances stormwater quantity and/or quality control or other stormwater management benefits, and includes, but is not limited to, riparian buffers, open and greenspace areas, overland flow filtration areas, natural depressions, and vegetated channels.

Off-site facility means a stormwater management facility located outside the boundaries of the site.

On-site facility means a stormwater management facility located within the boundaries of the site.

Overbank flood protection means measures taken to prevent an increase in the frequency and magnitude of out-of-bank flooding (i.e., flow events that exceed the capacity of the channel and enter the floodplain), and that are intended to protect downstream properties from flooding for the two-year through 25-year frequency storm events.

Owner means the legal or beneficial owner of a site, including, but not limited to, a mortgagee or vendee in possession, receiver, executor, trustee, lessee or other person in control of the site.

Permit means the permit issued by the city to the applicant that is required for undertaking any land development activity.

Postdevelopment refers to the time period, or the conditions that may reasonably be expected or anticipated to exist, after completion of the land development activity on a site as the context may require.

Pre-development refers to the time period, or the conditions that exist, on a site prior to the commencement of a land development project and at the time that plans for the land development of a site are approved by the plan approving authority. Where phased development or plan approval occurs (preliminary grading, roads and utilities, etc.), the existing conditions at the time prior to the first item being approved or permitted shall establish predevelopment conditions.

Project means a land development project.

Redevelopment means a land development project on a previously developed site, but excludes ordinary maintenance activities, remodeling of existing buildings, resurfacing of paved areas, and exterior changes or improvements which do not materially increase or concentrate stormwater runoff, or cause additional nonpoint source pollution.

Regional stormwater management facility or regional facility means stormwater management facilities designed to control stormwater runoff from multiple properties, where the owners or developers of the individual properties may assist in the financing of the facility, and the requirement for on-site controls is either eliminated or reduced.

Runoff means stormwater runoff.

Site means the parcel of land being developed, or the portion thereof, on which the land development project is located.

Stormwater better site design means nonstructural site design approaches and techniques that can reduce a site's impact on the watershed and can provide for nonstructural stormwater management. The term "stormwater better site design" includes conserving and protecting natural areas and greenspace, reducing impervious cover and using natural features for stormwater management.

Stormwater management means the collection, conveyance, storage, treatment and disposal of stormwater runoff in a manner intended to prevent increased flood damage, stream bank channel erosion, habitat degradation and water quality

degradation, and to enhance and promote the public health, safety and general welfare.

Stormwater management facility means any infrastructure that controls or conveys stormwater runoff.

Stormwater management measure means any stormwater management facility or nonstructural stormwater practice.

Stormwater management plan means a document describing how existing runoff characteristics will be affected by a land development project and containing measures for complying with the provisions of this article.

Stormwater management system means the entire set of structural and nonstructural stormwater management facilities and practices that are used to capture, convey and control the quantity and quality of the stormwater runoff from a site.

Stormwater retrofit means a stormwater management practice designed for a currently developed site that previously had either no stormwater management practice in place or a practice inadequate to meet the stormwater management requirements of the site.

Stormwater runoff means the flow of surface water resulting from precipitation.

Structural stormwater control means a structural stormwater management facility or device that controls stormwater runoff and changes the characteristics of that runoff including, but not limited to, the quantity and quality, the period of release or the velocity of flow of such runoff.

Subdivision means the division of a tract or parcel of land resulting in one or more new lots or building sites for the purpose, whether immediately or in the future, of sale, other transfer of ownership or land development, and includes divisions of land resulting from or made in connection with the layout or development of a new street or roadway or a change in an existing street or roadway.

Sec. 3. - Violations, enforcement and penalties.

Any action or inaction which violates the provisions of this ordinance or the requirements of an approved stormwater management plan or permit, may be subject to the enforcement actions outlined in this section. Any such action or inaction that is continuous with respect to time is deemed to be a public nuisance and may be abated by injunctive or other equitable relief. The imposition of any of the penalties described in subsection (2) of this section shall not prevent such equitable relief.

- (1) *Notice of violation.* If the city community development department determines that an applicant or other responsible person has failed to comply with the terms and conditions of a permit, an approved stormwater management plan or the provisions of this ordinance, it shall issue a written notice of violation to such applicant or other responsible person. Where a

person is engaged in activity covered by this ordinance without having first secured a permit therefor, the notice of violation is served on the owner or the responsible person in charge of the activity being conducted on the site. The notice of violation shall contain:

- a. The name and address of the owner or the applicant or the responsible person;
- b. The address or other description of the site upon which the violation is occurring;
- c. A statement specifying the nature of the violation;
- d. A description of the remedial measures necessary to bring the action or inaction into compliance with the permit, the stormwater management plan or this ordinance and the date for the completion of such remedial action;
- e. A statement of the penalty or penalties that may be assessed against the person to whom the notice of violation is directed; and
- f. A statement that the determination of violation may be appealed to the city community development department by filing a written notice of appeal within 30 days after the notice of violation (except that in the event the violation constitutes an immediate danger to public health or public safety, 24 hours' notice shall be sufficient).

(2) *Penalties.* In the event the remedial measures described in the notice of violation have not been completed by the date set forth for such completion in the notice of violation, any one or more of the following actions or penalties may be taken or assessed against the person to whom the notice of violation was directed. Before taking any of the following actions or imposing any of the following penalties, the city community development department shall first notify the applicant or other responsible person in writing of its intended action, and shall provide a reasonable opportunity, of not less than ten days (except that in the event the violation constitutes an immediate danger to public health or public safety, 24 hours' notice is sufficient), to cure such violation. In the event the applicant or other responsible person fails to cure such violation after such notice and cure period, the city community development department may take any one or more of the following actions or impose any one or more of the following penalties:

- a. *Stop work order.* The city community development department may issue a stop work order that is served on the applicant or other responsible person. The stop work order shall remain in effect until the applicant or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise cured the violation or violations described therein, provided the stop work order may be withdrawn or modified to enable the applicant or other responsible person to take the necessary remedial measures to cure such violation or violations.

- b. *Withhold certificate of occupancy.* The city community development department may refuse to issue a certificate of occupancy for the building or other improvements constructed or being constructed on the site until the applicant or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise cured the violations described therein.
- c. *Suspension, revocation or modification of permit.* The city community development department may suspend, revoke or modify the permit authorizing the land development project. A suspended, revoked or modified permit may be reinstated after the applicant or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise cured the violations described therein, provided such permit may be reinstated (upon such conditions as the city may deem necessary) to enable the applicant or other responsible person to take the necessary remedial measures to cure such violations.
- d. *Civil penalties.* In the event the applicant or other responsible person fails to take the remedial measures set forth in the notice of violation or otherwise fails to cure the violations described therein within ten days, or such greater period as the city community development department shall deem appropriate (except that, in the event the violation constitutes an immediate danger to public health or public safety, 24 hours' notice is sufficient) after the city has taken one or more of the actions described above, the department may impose a penalty not to exceed \$1,000.00 (depending on the severity of the violation) for each day the violation remains unremedied after receipt of the notice of violation.
- e. *Criminal penalties.* For intentional and flagrant violations of this ordinance, the city community development department may issue a citation to the applicant or other responsible person, requiring such person to appear in municipal court to answer charges for such violation. Upon conviction, such person shall be guilty of a violation of this Code. Each act of violation and each day upon which any act of violation shall occur shall constitute a separate violation of this Code.

Sec. 4. - Applicability.

- (a) This ordinance shall be applicable to all land development, including, but not limited to, site plan applications, subdivision applications, and grading applications, unless exempt pursuant to subsection (b) of this section. These standards apply to any new development or redevelopment site that meets one or more of the following criteria, or as otherwise required by the Director:
 - (1) New development that involves the creation of 5,000 square feet or more of impervious cover, or that involves other land development activities of 5,000 square feet or more;

- (2) Redevelopment that includes the creation, addition or replacement of 5,000 square feet or more of impervious cover, or that involves other land development activity of 5,000 square feet or more;
- (3) Any new development or redevelopment, regardless of size, that is defined by the Director to be a hotspot land use; or
- (4) Land development activities that are smaller than the minimum applicability criteria set forth in subsections (a)(1) and (2) of this section, if such activities are part of a larger common plan of development, even though multiple, separate and distinct land development activities may take place at different times on different schedules.

(b) The following activities are exempt from this ordinance:

- (1) Individual single-family or duplex residential lots that are not part of a subdivision or phased development project;
- (2) Additions or modifications to existing single-family or duplex residential structures;
- (3) Agricultural or silvicultural land management activities within areas zoned for these activities; and
- (4) Repairs to any stormwater management facility or practice deemed necessary by the Director.

Sec. 5. - Designation of Ordinance Administrator

The Director or a designee is hereby appointed to administer and implement the provisions of this ordinance.

Sec. 6. - Compatibility with Other Regulations

This ordinance is not intended to modify or repeal any other ordinance, rule, regulation or other provision of law. The requirements of this ordinance are in addition to the requirements of any other ordinance, rule, regulation or other provision of law, and where any provision of this ordinance imposes restrictions different from those imposed by any other ordinance, rule, regulation or other provision of law, whichever provision is more restrictive or imposes higher protective standards for human health or the environment shall control.

Sec. 7. - Stormwater Design Manual.

The City of Peachtree Corners will utilize the policy, criteria and information including technical specifications and standards in the latest edition of the Georgia

Stormwater Management Manual and any relevant local addenda to the Gwinnett County Stormwater Systems and Facilities Installation Standards and Specifications (or equivalent city stormwater management design manual) for the proper implementation of the requirements of this ordinance. The manual may be updated and expanded periodically, based on improvements in science, engineering, monitoring and local maintenance experience.

Sec. 8. - Permit—Required; application requirements.

- (a) No owner or developer shall perform any land development activities without first meeting the requirements of this ordinance prior to commencing the proposed activity.
- (b) Unless specifically exempted by this ordinance, any owner or developer proposing a land development activity shall submit to the City of Peachtree Corners Community Development Department a permit application on a form provided by the city for that purpose.
- (c) Unless otherwise exempted by this ordinance, a permit application shall be accompanied by the following items in order to be considered:
 - (1) Stormwater concept plan and consultation meeting certification in accordance with Section 10 of this Ordinance.
 - (2) Stormwater management plan in accordance with Section 11 of this Ordinance.
 - (3) Inspection and maintenance agreement in accordance with Section 11 of this Ordinance if applicable;
 - (4) Performance bondSection 13 of this Ordinance, if applicable; and
 - (5) Permit application and plan review fees in accordance with Sections 9 and 14 of this Ordinance.

Sec. 9. - Same—Application procedure.

- (a) Applications for land development permits are filed with the city community development department.
- (b) Permit applications shall include the items set forth in section 10. Two copies of the stormwater management plan and the inspection maintenance agreement, if applicable, is included.
- (c) The city community development department shall inform the applicant whether the application, stormwater management plan and inspection and maintenance agreement are approved or disapproved.
- (d) If either the permit application, stormwater management plan or inspection and maintenance agreement are disapproved, the city community development department shall notify the applicant of such fact in writing. The applicant may then revise any item not meeting the requirements hereof and

resubmit the same, in which event this subsection and subsection (c) of this section shall apply to such resubmittal.

- (e) Upon a finding by the city community development department that the permit application, stormwater management plan and inspection and maintenance agreement, if applicable, meet the requirements of this article, the city community development department may issue a permit for the land development project, provided all other legal requirements for the issuance of such permit have been met.
- (f) Notwithstanding the issuance of the permit, in conducting the land development project, the applicant or other responsible person is subject to the following requirements:
 - (1) The applicant shall comply with all applicable requirements of the approved plan and this article and shall certify that all land clearing, construction, land development and drainage will be done according to the approved plan;
 - (2) The land development project is conducted only within the area specified in the approved plan;
 - (3) The city community development department is allowed to conduct periodic inspections of the project;
 - (4) No changes may be made to an approved plan without review and written approval by the city community development department; and
 - (5) Upon completion of the project, the applicant or other responsible person shall submit the engineer's report and certificate and as-built plans required by Section 17 of this Ordinance.

Sec. 10. - Stormwater concept plan and consultation meeting.

- (a) *Discussion of postdevelopment stormwater management.* Before any stormwater management permit application is submitted, it is recommended that the landowner or developer shall meet with the city community development department for a consultation meeting on a concept plan for the post-development stormwater management system to be utilized in the proposed land development project. This consultation meeting shall take place at the time of the preliminary plan of subdivision or other early step in the development process. The purpose of this meeting is to discuss the post-development stormwater management measures necessary for the proposed project, as well as to discuss and assess constraints, opportunities and potential ideas for stormwater management designs before the formal site design engineering is commenced.
- (b) *Information to be submitted.* To accomplish this goal, the following information shall be included in the concept plan that is submitted in advance of the meeting:

- (1) *Existing conditions; proposed site plans.* Existing conditions and proposed site layout sketch plans which illustrate, at a minimum, existing and proposed topography; perennial and intermittent streams; mapping of predominant soils from soil surveys (when available); boundaries of existing predominant vegetation and proposed limits of clearing and grading; and location of existing and proposed roads, buildings, parking areas and other impervious surfaces.
- (2) *Natural resources inventory.* A written or graphic inventory of the natural resources at the site and surrounding area as it exists prior to the commencement of the project. This description should include a discussion of soil conditions, forest cover, topography, wetlands, and other native vegetative areas on the site, as well as the location and boundaries of other natural feature protection and conservation areas such as wetlands, lakes, ponds, floodplains, stream buffers and other setbacks (e.g., drinking water well setbacks, septic setbacks, etc.). Particular attention should be paid to environmentally sensitive features that provide particular opportunities or constraints for development.
- (3) *Stormwater management system concept plan.* A written or graphic concept plan of the proposed post-development stormwater management system including: preliminary selection and location of proposed structural stormwater controls; location of existing and proposed conveyance systems such as grass channels, swales, and storm drains; flow paths; location of floodplain/floodway limits; relationship of site to upstream and downstream properties and drainages; and preliminary location of proposed stream channel modifications, such as bridge or culvert crossings. (4) Local watershed plans and any relevant resource protection plans will be consulted in the discussion of the concept plan.

Sec. 11. - Stormwater Management Plan Requirements

- (a) The stormwater management plan shall detail how post-development stormwater runoff will be controlled or managed and how the proposed project will meet the requirements of this ordinance, including the performance criteria set forth in Section 16 of this Ordinance.
- (b) This plan shall be in accordance with the criteria established in this section and must be submitted with the stamp and signature of a professional engineer (PE) licensed in the state of Georgia., who must verify that the design of all stormwater management facilities and practices meet the submittal requirements outlined in the submittal checklists found in the stormwater design manual.
- (c) The stormwater management plan must ensure that the requirements and criteria in this article are being complied with and that opportunities are being taken to minimize adverse post-development stormwater runoff impacts from the development. The plan shall consist of maps, narrative,

and supporting design calculations (hydrologic and hydraulic) for the proposed stormwater management system. The plan shall include all of the information required in the Stormwater Management Site Plan checklist found in the stormwater design manual. This includes:

- (1) The common address and legal description of the site.
- (2) Vicinity Map.
- (3) Existing conditions hydrologic analysis. The existing condition hydrologic analysis for stormwater runoff rates, volumes, and velocities, which shall include: a topographic map of existing site conditions with the drainage basin boundaries indicated; acreage, soil types and land cover of areas for each sub-basin affected by the project; all perennial and intermittent streams and other surface water features; all existing stormwater conveyances and structural control facilities; direction of flow and exits from the site; analysis of runoff provided by off-site areas upstream of the project site; and methodologies, assumptions, site parameters and supporting design calculations used in analyzing the existing conditions site hydrology. For redevelopment sites, predevelopment conditions shall be modeled using guidelines established by the Director for the portion of the site undergoing land development activities.
- (4) Postdevelopment hydrologic analysis. The postdevelopment hydrologic analysis for stormwater runoff rates, volumes, and velocities, which shall include: a topographic map of developed site conditions with the post-development drainage basin boundaries indicated; total area of post-development impervious surfaces and other land cover areas for each sub-basin affected by the project; calculations for determining the runoff volumes that need to be addressed for each sub-basin for the development project to meet the post-development stormwater management performance criteria in Section 16; location and boundaries of proposed natural feature protection and conservation areas; documentation and calculations for any applicable site design credits that are being utilized; methodologies, assumptions, site parameters and supporting design calculations used in analyzing the existing conditions site hydrology. If the land development activity on a redevelopment site constitutes more than 50 percent of the site area for the entire site, then the performance criteria in Section 16 must be met for the stormwater runoff from the entire site.
- (5) Stormwater management system. The description, scaled drawings and design calculations for the proposed post-development stormwater management system, which shall include: A map and/or drawing or sketch of the stormwater management facilities, including the location of nonstructural site design features and the placement of existing and proposed structural stormwater controls, including design water surface elevations, storage volumes available from zero to maximum head, location of inlet and outlets, location of bypass and discharge systems, and all orifice/restrictor sizes; a narrative describing how the

selected structural stormwater controls will be appropriate and effective; cross section and profile drawings and design details for each of the structural stormwater controls in the system, including supporting calculations to show that the facility is designed according to the applicable design criteria; a hydrologic and hydraulic analysis of the stormwater management system for all applicable design storms (including stage-storage or outlet rating curves, and inflow and outflow hydrographs); documentation and supporting calculations to show that the stormwater management system adequately meets the post-development stormwater management performance criteria in Section 16; drawings, design calculations, elevations and hydraulic grade lines for all existing and proposed stormwater conveyance elements including stormwater drains, pipes, culverts, catch basins, channels, swales and areas of overland flow; and where applicable, a narrative describing how the stormwater management system corresponds with any watershed protection plans and/or local greenspace protection plan.

- (6) Postdevelopment downstream analysis. A downstream peak flow analysis that includes the assumptions, results and supporting calculations to show safe passage of post-development design flows downstream. The analysis of downstream conditions in the report shall address each and every point or area along the project site's boundaries at which runoff will exit the property. The analysis shall focus on the portion of the drainage channel or watercourse immediately downstream from the project. This area shall extend downstream from the project to a point in the drainage basin where the project area is ten (10) percent of the total basin area. In calculating runoff volumes and discharge rates, consideration may need to be given to any planned future upstream land use changes. The analysis shall be in accordance with the stormwater design manual.
- (7) Construction-phase erosion and sedimentation control plan. An erosion and sedimentation control plan in accordance with the Georgia Erosion and Sedimentation Control Act of 1975 (O.C.G.A. § 12-7-1 et seq.) or NPDES permit for construction activities. The plan shall also include information on the sequence/phasing of construction and temporary stabilization measures and temporary structures that will be converted into permanent stormwater controls.
- (8) Landscaping and open space plan. A detailed landscaping and vegetation plan describing the woody and herbaceous vegetation that will be used within and adjacent to stormwater management facilities and practices. The landscaping plan must also include: the arrangement of planted areas, natural and greenspace areas and other landscaped features on the site plan; information necessary to construct the landscaping elements shown on the plan drawings; descriptions and standards for the methods, materials and vegetation that are to be used in the construction; density of plantings;

descriptions of the stabilization and management techniques used to establish vegetation; and a description of who will be responsible for ongoing maintenance of vegetation for the stormwater management facility and what practices will be employed to ensure that adequate vegetative cover is preserved.

- (9) Operations and maintenance plan. Detailed description of ongoing operations and maintenance procedures for stormwater management facilities and practices to ensure their continued function as designed and constructed or preserved. These plans will identify the parts or components of a stormwater management facility or practice that need to be regularly or periodically inspected and maintained, and the equipment and skills or training necessary. The plan shall include an inspection and maintenance schedule, maintenance tasks, responsible parties for maintenance, funding, access and safety issues. Provisions for the periodic review and evaluation of the effectiveness of the maintenance program and the need for revisions or additional maintenance procedures shall be included in the plan.
- (10) Maintenance access easements. The applicant must ensure access from public right-of-way to stormwater management facilities and practices requiring regular maintenance at the site for the purpose of inspection and repair by securing all the maintenance access easements needed on a permanent basis. Such access shall be sufficient for all necessary equipment for maintenance activities. Upon final inspection and approval, a plat or document indicating that such easements exist shall be recorded and shall remain in effect even with the transfer of title of the property.
- (11) Inspection and maintenance agreements. Unless an on-site stormwater management facility or practice is dedicated to and accepted by the city community development department as provided in Section 12, the applicant must execute an easement and an inspection and maintenance agreement binding on all subsequent owners of land served by an on-site stormwater management facility or practice in accordance Section 12.
- (12) Evidence of acquisition of applicable local and nonlocal permits. The applicant shall certify and provide documentation to the city community development department that all other applicable environmental permits have been acquired for the site prior to approval of the stormwater management plan.

Sec. 12. - Stormwater management inspection and maintenance agreements.

- (a) Prior to the issuance of any permit for a land development activity requiring a stormwater management facility or practice hereunder and for which the City of Peachtree Corners requires ongoing maintenance, the applicant or

owner of the site must, unless an on-site stormwater management facility or practice is dedicated to and accepted by the city community development department, execute an inspection and maintenance agreement, and/or a conservation easement, if applicable, that shall be binding on all subsequent owners of the site.

- (b) The inspection and maintenance agreement, if applicable, must be approved by the City of Peachtree Corners prior to plan approval, and recorded in the deed records upon final plat approval.
- (c) The inspection and maintenance agreement shall identify by name or official title the person(s) responsible for carrying out the inspection and maintenance. Responsibility for the operation and maintenance of the stormwater management facility or practice, unless assumed by a governmental agency, shall remain with the property owner and shall pass to any successor owner. If portions of the land are sold or otherwise transferred, legally binding arrangements shall be made to pass the inspection and maintenance responsibility to the appropriate successors in title. These arrangements shall designate for each portion of the site the person to be permanently responsible for its inspection and maintenance.
- (d) As part of the inspection and maintenance agreement, a schedule shall be developed for when and how often routine inspection and maintenance will occur to ensure proper function of the stormwater management facility or practice. The agreement shall also include plans for annual inspections to ensure proper performance of the facility between scheduled maintenance and shall also include remedies for the default thereof.
- (e) In addition to enforcing the terms of the inspection and maintenance agreement, the city community development department may also enforce all of the provisions for ongoing inspection and maintenance in Section 18 of this ordinance.
- (f) The city community development department, in lieu of an inspection and maintenance agreement, may accept dedication of any existing or future stormwater management facility for maintenance, provided such facility meets all the requirements of this ordinance and includes adequate and perpetual access and sufficient area, by easement or otherwise, for inspection and regular maintenance.

Sec. 13. Performance and Maintenance Bonds

The City of Peachtree Corners will require maintenance and performance bonds as stated in the City's Development Regulations.

Sec. 14. - Application review fees.

The fee for review of any stormwater management application shall be based on the fee structure established by the City of Peachtree Corners and shall be made prior to the issuance of any building permit for the development.

Sec. 15. Modifications for Off-Site Facilities

- (a) The stormwater management plan for each land development project shall provide for stormwater management measures located on the site of the project, unless provisions are made to manage stormwater by an off-site or regional facility. The off-site or regional facility must be located on property legally dedicated for the purpose, must be designed and adequately sized to provide a level of stormwater quantity and quality control that is equal to or greater than that which would be afforded by on-site practices and there must be a legally obligated entity responsible for long-term operation and maintenance of the off-site or regional stormwater facility. In addition, on-site measures shall be implemented, where necessary, to protect upstream and downstream properties and drainage channels from the site to the off-site facility.
- (b) A stormwater management plan must be submitted to the city community development department that shows the adequacy of the off-site or regional facility.
- (c) To be eligible for a modification, the applicant must demonstrate to the satisfaction of the Director that the use of an off-site or regional facility will not result in the following impacts to upstream or downstream areas:
 - (1) Increased threat of flood damage to public health, life, and property;
 - (2) Deterioration of existing culverts, bridges, dams, and other structures;
 - (3) Accelerated streambank or streambed erosion or siltation;
 - (4) Degradation of in-stream biological functions or habitat; or
 - (5) Water quality impairment in violation of the state water quality standards, and/or violation of any state or federal regulations.

Sec. 16. - Postdevelopment stormwater management performance criteria.

The following performance criteria shall be applicable to all stormwater management plans, unless otherwise provided for in this ordinance:

- (1) *Water quality.* All stormwater runoff generated from a site shall be adequately treated before discharge. It will be presumed that a stormwater management system complies with this requirement if:
 - a. It is sized to treat the prescribed water quality treatment volume from the site, as defined in the Development Regulations in combination with the Gwinnett County Stormwater Systems and Facilities Installation Standards and Specifications;
 - b. Appropriate structural stormwater controls or nonstructural practices are selected, designed, constructed or preserved, and maintained according to the specific criteria in the Development

Regulations in combination with the Gwinnett County Stormwater Systems and Facilities Installation Standards and Specifications; and,

- c. Runoff from hotspot land uses and activities identified by the city community development department are adequately treated and addressed through the use of appropriate structural stormwater controls, nonstructural practices and pollution prevention practices.
- (2) *Stream channel protection.* Protection of stream channels from bank and bed erosion and degradation shall be provided by using all of the following three approaches:
 - a. Preservation, restoration and/or reforestation (with native vegetation) of the applicable stream buffer;
 - b. Twenty-four-hour extended detention storage of the one-year, 24-hour return frequency storm event;
 - c. Erosion prevention measures such as energy dissipation and velocity control.
- (3) *Overbank flooding protection.* Downstream overbank flood and property protection shall be provided by controlling (attenuating) the post-development peak discharge rate to the pre-development rate for the 25-year, 24-hour return frequency storm event. If control of the one-year, 24-hour storm under subsection (1) of this section is exempted, then peak discharge rate attenuation of the two-year through the 25-year return frequency storm event must be provided.
- (4) *Extreme flooding protection.* Extreme flood and public safety protection shall be provided by controlling and safely conveying the 100-year, 24-hour return frequency storm event such that flooding is not exacerbated.
- (5) *Structural stormwater controls.* All structural stormwater management facilities shall be selected and designed using the appropriate criteria from the Development Regulations in combination with the Gwinnett County Stormwater Systems and Facilities Installation Standards and Specifications. All structural stormwater controls must be designed appropriately to meet their intended function. For other structural stormwater controls not included in the Development Regulations in combination with the Gwinnett County Stormwater Systems and Facilities Installation Standards and Specifications Manual, or for which pollutant removal rates have not been provided, the effectiveness and pollutant removal of the structural control must be documented through prior studies, literature reviews, or other means and receive approval

from the city community development department before being included in the design of a stormwater management system. In addition, if hydrologic or topographic conditions, or land use activities warrant greater control than that provided by the minimum control requirements, the city may impose additional requirements deemed necessary to protect upstream and downstream properties and aquatic resources from damage due to increased volume, frequency, and rate of stormwater runoff or increased nonpoint source pollution loads created on the site in question. Applicants shall consult the regulations for guidance on the factors that determine site design feasibility when selecting and locating a structural stormwater control.

- (6) *Stormwater credits for nonstructural measures.* The use of one or more site design measures by the applicant may allow for a reduction in the water quality treatment volume required under subsection (1) of this section. The applicant may, if approved by the city community development department, take credit for the use of stormwater better site design practices and reduce the water quality volume requirement. For each potential credit, there is a minimum set of criteria and requirements that identify the conditions or circumstances under which the credit may be applied. The site design practices that qualify for this credit and the criteria and procedures for applying and calculating the credits are included in the regulations.
- (7) *Drainage system guidelines.* Stormwater conveyance facilities, which may include but are not limited to culverts, stormwater drainage pipes, catch basins, drop inlets, junction boxes, headwalls, gutter, swales, channels, ditches, and energy dissipaters shall be provided when necessary for the protection of public right-of-way and private properties adjoining project sites and/or public rights-of-way. Stormwater conveyance facilities that are designed to carry runoff from more than one parcel, existing or proposed, shall meet the following requirements:
 - a. Methods to calculate stormwater flows shall be in accordance with the stormwater design manual;
 - b. All culverts, pipe systems and open channel flow systems shall be sized in accordance with the stormwater management plan using the methods included in the stormwater design manual; and
 - c. Design and construction of stormwater conveyance facilities shall be in accordance with the criteria and specifications found in the stormwater design manual.
- (8) *Dam design guidelines.* Any land disturbing activity that involves a site that proposes a dam shall comply with the Georgia Safe Dams Act of

1978 (O.C.G.A. § 12-5-370 et seq.) and Rules for Dam Safety as applicable.

Sec. 17. - Construction inspections of postdevelopment stormwater management system.

- (a) *Inspections to ensure plan compliance during construction.* Periodic inspections of the stormwater management system construction shall be conducted by the staff of the city community development department or conducted and certified by a professional engineer who has been approved by the City of Peachtree Corners. Construction inspections shall utilize the approved stormwater management plan for establishing compliance. All inspections are documented with written reports that contain the following information:
- (1) The date and location of the inspection;
 - (2) Whether construction is in compliance with the approved stormwater management plan;
 - (3) Variations from the approved construction specifications; and
 - (4) Any other variations or violations of the conditions of the approved stormwater management plan.

If any violations are found, the applicant shall be notified in writing of the nature of the violation and the required corrective actions.

- (b) *Final inspection and as-built plans.* Upon completion of a project, and before a certificate of occupancy shall be granted, the applicant is responsible for certifying that the completed project is in accordance with the approved stormwater management plan. All applicants are required to submit actual "as built" plans for any stormwater management facilities or practices after final construction is completed. The plan must show the final design specifications for all stormwater management facilities and practices and must be certified by a professional engineer. A final inspection by the city community development department is required before the release of any performance securities can occur.

Sec. 18. - Ongoing inspection and maintenance of stormwater facilities and practices.

- (a) *Long-term maintenance inspection of stormwater facilities and practices.*
- (1) Stormwater management facilities and practices included in a stormwater management plan which are subject to an inspection and maintenance agreement must undergo ongoing inspections to document maintenance and repair needs and ensure compliance with the requirements of the agreement, the plan and this ordinance.

- (2) A stormwater management facility or practice is inspected on a periodic basis by the responsible person in accordance with the approved inspection and maintenance agreement. In the event that the stormwater management facility has not been maintained and/or becomes a danger to public safety or public health, the city community development department shall notify the person responsible for carrying out the maintenance plan by registered or certified mail to the person specified in the inspection and maintenance agreement. The notice shall specify the measures needed to comply with the agreement and the plan and shall specify the time within which such measures are completed. If the responsible person fails or refuses to meet the requirements of the inspection and maintenance agreement, the City of Peachtree Corners, may correct the violation as provided in Subsection (d) hereof.
- (3) Inspection programs by the city community development department may be established on any reasonable basis, including but not limited to: routine inspections; random inspections; inspections based upon complaints or other notice of possible violations; and joint inspections with other agencies inspecting under environmental or safety laws. Inspections may include, but are not limited to: reviewing maintenance and repair records; sampling discharges, surface water, groundwater, and material or water in stormwater management facilities; and evaluating the condition of stormwater management facilities and practices.
- (b) *Right-of-entry for inspection.* The terms of the inspection and maintenance agreement shall provide for the city to enter the property at reasonable times and in a reasonable manner for the purpose of inspection. This includes the right to enter a property when it has a reasonable basis to believe that a violation of this ordinance is occurring or has occurred and to enter when necessary for abatement of a public nuisance or correction of a violation of this ordinance.
- (c) *Records of maintenance activities.* Parties responsible for the operation and maintenance of a stormwater management facility shall provide records of all maintenance and repairs to the city community development department.
- (d) *Failure to maintain.* If a responsible person fails or refuses to meet the requirements of the inspection and maintenance agreement, the City of Peachtree Corners, after 30 days' written notice (except that in the event the violation constitutes an immediate danger to public health or public safety, 24 hours' notice shall be sufficient), may correct a violation of the design standards or maintenance requirements by performing the necessary work to place the facility or practice in proper working condition. The City of Peachtree Corners may assess the owner(s) of the facility for the cost of repair work which shall be a lien on the property, and may be placed on the ad valorem tax bill for such property and collected in the ordinary manner for such taxes.

Sec. 18. Severability.

**STATE OF GEORGIA
CITY OF PEACHTREE CORNERS**

ORDINANCE 2015-01-40

If the provisions of any section, subsection, paragraph, subdivision or clause of this ordinance shall be adjudged invalid by a court of competent jurisdiction, such judgment shall not affect or invalidate the remainder of any section, subsection, paragraph, subdivision or clause of this ordinance.

SO ORDAINED AND EFFECTIVE, this ____ day of _____, 2015.

Approved by:

Mike Mason, Mayor

Attest:

Approved as to form and content:

Kym Chereck, City Clerk

William F. Riley, City Attorney

**Action Item
Contract
Amendment for
Pond & Company**

Architects
Engineers
Planners

3500 Parkway Lane
Suite 600
Norcross, GA 30092

P 678.336.7740
F 678.336.7744
www pondco.com

January 23, 2015

Greg Ramsey
Public Works Director
City of Peachtree Corners
147 Technology Parkway, Suite 200
Peachtree Corners, GA 30092
678-691-1200

Re: City of Peachtree Corners Planning and Zoning Services for the Winters Chapel Road Corridor: Contract Amendment No. 01

Dear Mr Ramsey:

The City of Peachtree Corners has requested to include a traffic operations analysis of the Winters Chapel Road corridor. to our existing scope. This design and associated effort was not included in the base scope of work and associated fee, therefore Pond requests the original contract be increased by **\$21,800.00** to a total of **\$46,900.00**, all terms and conditions of the contract dated October 23, 2014 and fully executed November 13, 2014 remain unchanged.

The attached scope of services for this contract amendment is attached as 'Attachment A' to this letter proposal.

Sincerely,

Pond and Company:

Client:

Andrea Greco, PLA, ASLA

Name

Senior Project Manager

Title

Title

Date

Date

Vice President
Ron Osterloh, P.E.

Title

Date

Attachments:

Attachment A: Scope of Work

ATTACHMENT 'A'

Proposal for Traffic Operations Analysis of Winters Chapel Road Corridor

Pond & Company (Pond) is pleased to provide you with this proposal for traffic engineering services to prepare a traffic operations analysis of the Winters Chapel Road corridor. This corridor serves a variety of land uses - with a combination of residential and commercial development – while acting as a both a local connecting roadway and a commuter facility for travelers attempting to cut through to and from the Dunwoody area via Peeler Road. According to GDOT, there was as much as 15,220 daily vehicles along the corridor as recently as 2013 – a volume demand that often correlates with a need to widen the roadway. With the understanding that this is not likely feasible or desired within the community, Pond & Company will focus on traffic operation solutions to maximize the existing capacity at major intersections along the corridor. Our approach will include diagnosing the challenges, determining what improvements are appropriate and feasible, and developing a recommended implementation strategy.

SCOPE OF SERVICES

The work associated with this proposal will consist of four tasks, as indicated below.

TASK 1 - DATA COLLECTION

Pond & Company will begin the study effort by preparing a data collection effort along the corridor. This will include traffic counts, a review of safety, and field-based reviews of traffic operations.

Traffic Counts will be collected during typical weekdays when school is in session under typical traffic operating conditions and include:

Weekday AM & PM Peak Period Turning Movement Counts at signalized intersections

1. Winters Chapel Road and Peeler Road
2. Winters Chapel Road and Dunwoody Club Drive
3. Winters Chapel Road and Spalding Drive

These turning movement counts will be supplemented by weekday peak period turning movement counts at up to seven (7) additional unsignalized intersections and/or driveways along the corridor at the City of Peachtree Corners' direction. Additionally, 48 hour tube counts will be conducted south of Spalding Drive and south of Peeler Road along the corridor to include speed, volume, and vehicle classification data.

Pond & Company will also request crash reports from monitoring police departments along the corridor and prepare crash diagrams along the corridor. These crashes will be reviewed for trends that can be corrected through traffic control and design modifications.

Additionally, Pond & Company will conduct field reviews of the corridor to verify infrastructure characteristics and traffic conditions. These reviews can be helpful in determining improvements such as signal operation changes and intersection realignments that are not sensitive to traditional capacity based analyses.

TASK 2 - TRAFFIC FORECAST

The existing traffic counts will also be used as a base to forecast traffic demand for a future year (recommended, 10 to 20 years) to be determined in consultation with the City of Peachtree Corners. This forecast will be prepared

by reviewing historical count data along the corridor and in the vicinity and developing an appropriate assumption to factor for future traffic demand.

TASK 3 - CAPACITY ANALYSIS

Utilizing the existing and anticipated future traffic volumes, Pond & Company will prepare a Highway Capacity Manual (HCM) based analysis utilizing Synchro software. This analysis will be used to determine 'Level of Service' (LOS) and any results of 'E' or worse will be reviewed to determine any potential improvements. Additionally, the analysis will be combined with any notations made during the field reviews and used to determine any queuing or additional characteristics that may impact the overall operations of the corridor.

TASK 4 - RECOMMENDATIONS & DOCUMENTATION

Using the results of the capacity analysis, Pond & Company will review any potential improvements for their relative feasibility in implementation. Recommended improvements will be reviewed to determine relative priority (short-, mid-, and long-term) in order to develop a preferred implementation strategy. Additionally, 'planning-level' cost estimates will be developed with funding opportunities identified to assist the City in planning for potential investments in the corridor.

The study efforts will be documented in a stand-alone technical report. This report will include planning-level diagrams indicating the recommended improvements.

SCHEDULE

This effort will be completed by April 2015 in order to coordinate with Pond's current planning effort along the corridor for Dunwoody and Peachtree Corners.

ASSUMPTIONS

Additional services can be provided upon request but are not included in this scope. They include:

- Data collection, analysis, or review of additional locations or corridors
- Microsimulation (VISSIM, CORSIM, SimTraffic, etc.)
- Development of additional future traffic scenarios (years or development scenarios)
- Public and stakeholder meetings related to traffic operations analysis
- Signal warrant analyses
- Vehicle gap analysis
- Site-Distance calculations

PROFESSIONAL FEES

Pond proposes a fee for of **\$21,800** for Tasks 1 through 4.

Action Item
Intergovernmental
Agreement for
Solid Waste, etc.

STATE OF GEORGIA

COUNTY OF GWINNETT

**AGREEMENT FOR AD VALOREM TAX, STREETLIGHT AND SANITATION FEE
BILLING AND COLLECTION**

This Agreement is made this _____ day of _____, 2015 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 2015 tax year, the Gwinnett County Tax Commissioner shall bill all ad valorem taxes including real property and personal property within the City for and on behalf of the City.

- a. Ad valorem tax billings shall consist of a line item identified as taxes imposed by the City on the County's tax bills, and such taxes shall be collected utilizing the County's due date(s). The Tax Commissioner shall disburse taxes to the City on a weekly basis in the amount of the City taxes collected during the prior week.
- b. The Tax Commissioner shall be responsible for collection of the City's taxes in such manner as the Tax Commissioner is permitted by law to collect taxes, including the assessment of penalties and interest in the same manner as other taxes, as well as any and all remedies permitted for collection of municipal taxes, including, but not limited to, issuing executions, levying upon properties, conducting tax sales, and pursuing collection through the Bankruptcy Courts. For the purposes of this Agreement, the Tax Commissioner

shall be appointed as the duly authorized agent of the City to conduct tax sales for taxes due the City.

- c. The Tax Commissioner is authorized to waive, in whole or in part, any penalty or interest due the taxing authorities for which taxes are collected, when the Tax Commissioner determines that the default giving rise to the penalty or interest was due to reasonable cause and not due to gross or willful neglect or disregard of the law or of regulations or instructions issued pursuant to the law. The Tax Commissioner shall not be authorized to waive penalties or interest arising from the failure of the taxpayer to comply with the terms, conditions or covenants required with respect to properties receiving any type of preferential assessment.
- d. As applicable, the City shall provide the Tax Commissioner with any updates to current homestead exemption values by April 1 of each year.
- e. The City shall provide the Tax Commissioner with its millage rate within the City, properly advertised, as well as all documentation required for ad valorem billing, before the date on which the Tax Commissioner submits the County's tax digest for review to the State Revenue Commissioner. The Tax Commissioner's Office shall notify the City of the anticipated billing

schedule. In addition, the City shall comply with all requirements of the Taxpayer's Bill of Rights as codified at the Official Code of Georgia Annotated Section 48-5-32.1. Specifically, the City shall take all actions necessary to meet its obligations pursuant to Subsection 48-5-32.1(e) by timely submitting its millage rate in order to facilitate a review of the County's digest. In the event that the City fails to submit its millage rate and documentation required for billing according to the terms set forth herein, the County and the Tax Commissioner shall be entitled to immediately consider this Agreement null and void, and neither the County nor the Tax Commissioner shall be obligated in any manner whatsoever to bill and collect ad valorem taxes for the City as set forth herein.

- f. The Tax Commissioner shall determine the actual cost associated with the collection of taxes on behalf of the City and shall notify the City and the County of that cost. The City shall remit the amount of the cost at the same time it provides the Tax Commissioner the millage rate. The payment under this provision shall be remitted to: Gwinnett County Tax Commissioner, 75 Langley Drive, Lawrenceville, Georgia 30046. In the event that the City fails to pay according to the terms set forth

herein, the County and the Tax Commissioner shall be entitled to immediately consider this Agreement null and void, and neither the County nor the Tax Commissioner shall be obligated in any manner whatsoever to bill and collect ad valorem taxes for the City as set forth herein.

2.

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. 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, 2015, or the date that Gwinnett County executes the Agreement, through December 31, 2015. 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: _____
KYM CHERECK, CITY Clerk

BY: _____
MIKE MASON, MAYOR

(SEAL)

WITNESS

DATE: _____

ATTEST:

GWINNETT COUNTY, GEORGIA

BY: _____
**DIANE KEMP,
County Clerk**

BY: _____
**CHARLOTTE J. NASH, CHAIRMAN
Gwinnett County, Georgia
Board of Commissioners**

(SEAL)

WITNESS

DATE: _____

BY: _____
**RICHARD K. STEELE
TAX COMMISSIONER
Gwinnett County, Georgia**

WITNESS

DATE: _____

APPROVED AS TO FORM:

BY: _____
**Brooke Savage
Sr. Assistant County Attorney
Gwinnett County, Georgia**

Action Item
Intergovernmental
Agreement for
Jail Services

STATE OF GEORGIA

COUNTY OF GWINNETT

AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, by and between the City of Peachtree Corners, Georgia, a municipal corporation located in Gwinnett County whose official address is 147 Technology Pkwy, Peachtree Corners, Ga. , hereinafter referred to as the “City”, and Gwinnett County, a political subdivision of the State of Georgia, by and through the Board of Commissioners of Gwinnett County, hereinafter referred to as the “County”, whose official address is 75 Langley Drive, Lawrenceville, Georgia 30045, approved by R.L. Conway in his official capacity as the duly elected Sheriff of Gwinnett County, Georgia, hereinafter referred to as the “Sheriff”.

WHEREAS, Gwinnett County presently operates a detention facility for the detention of persons charged with and/or convicted of violations of criminal statutes of the State of Georgia and County ordinances, and

WHEREAS, in order to promote effective and efficient law enforcement in the aforesaid city and county and to avoid duplication of services, the parties hereto have reached the agreement herein specified pursuant to the provisions of Article IX, Section III, paragraph I of the 1983 Constitution of the State of Georgia and O.C.G.A. 15-21-92;

NOW, THEREFORE, in consideration of the mutual promises and benefits accruing to each of the parties,

IT IS AGREED AS FOLLOWS:

- 1. SERVICES AND FACILITIES.** The County shall provide to the City of Peachtree Corners services and facilities for the detention of persons charged with or convicted of violations of the municipal ordinances of the City of Peachtree Corners and state offenses within the City limits, as hereinafter described, which services and facilities are to be substantially the same as utilized for the detention of persons charged with or convicted of violations of state statutes and County ordinances.
- 2. COMPENSATION.** In addition to the fines currently collected and effective on the date set forth hereinabove, the City shall impose an additional penalty of ten (10%) for any offense committed within the City pursuant to O.C.G.A. 15-21-93. The City shall pay the County all sums so collected pursuant to O.C.G.A. 15-21-94. The County shall deposit said sums in a County Jail Fund, for constructing, operating, and staffing the County Jail, pursuant to O.C.G.A. 15-21-95. The additional penalty provided for under this section shall be collected in the same manner as the peace officers annuity and benefit fund.
- 3. MEDICAL CARE OF PRISONERS.** Emergency medical treatment for inmates and prisoners will be the responsibility of the County. All detainees and sentenced inmates who require non-emergency medical care with the cost charged to the inmate or prisoner; however, in the event the inmate or prisoner is unable to pay, the City will be responsible for the medical care costs. The Sheriff's Department shall notify the City prior to taking any prisoner for non-emergency

medical treatment. This notice to the City shall be a pre-requisite to the City having an obligation to pay pursuant to this provision for non-emergency medical treatment.

- 4. PROCESSING OF DETAINEES.** The City shall comply with all procedures and policies of the Gwinnett County Sheriff's Department regarding the processing of persons to be detained in the County detention facility. Said policies and procedures and incorporated by reference herein as Exhibit "A". Detention by the County of persons charged with violations of municipal ordinances shall be contingent upon the availability of space in the Gwinnett County detention facility, and the County shall be under no obligation to give to the City any preference or priority in the detention of persons in the county detention facility. County agrees that no other municipality or contractor for inmate space shall have priority over City's need for space but that inmate space shall be on a first come first serve basis for all municipal and/or contractors for inmate space. If the detention facility reaches capacity levels, the Sheriff shall have the authority to issue a release on recognizance to any person detained/sentenced by the City upon telephone notification to the City Police Department. In lieu of such release, City Police shall retrieve such person within eight hours of notification by the Sheriff or his appointed representative. The County further agrees to provide housing to City detainees/inmates on weekends if maximum capacity levels have not been reached.
- 5. BONDING.** All City detainees will be transported by the City to the County Jail. In order to avoid duplication of services by the City and County, the County shall continue to oversee the bonding

of City detainees as it does for County and State detainees. Only bonding agents approved by the Gwinnett County Sheriff may write bonds for detainees once they have been transported to Gwinnett County detention facility. The bonding agents shall write bonds for City detainees in the same conditions as they do for other detainees.

- 6. TRANSPORTATION.** The City will be responsible for transporting all persons arrested and/or sentenced for a municipal offense to and from the County detention facility. The City will be responsible for scheduling pre-trial detainees for court. Notice must be given to County not less than three (3) hours prior to the pick up time. In an emergency medical situation, the County agrees to transport the detainee to and from the appropriate facility.
- 7. EARLY RELEASE.** The City will participate in the County's early release program provided this program is ordered by the judge of the Municipal Court of the City of Peachtree Corners.
- 8. PROCEDURE.** Upon transmitting a detainee/inmate to the jail, the City shall submit a signed order from the City's Municipal Court Judge or the defendant's copy of the citation, stating the name of the detainee/inmate, the charge and sentence (if applicable). Upon the presentation of such order or citation, the County shall accept the detainee/inmate at the County jail.
- 9. FORMS.** City and County shall establish standard form to be used to implement the provisions of this agreement.
- 10. COMMUNICATION.** Notification of release, verification of sentences, fines paid or other action affecting the release or status of the detainee will be transmitted by telephone or facsimile by City and County.

11. SCOPE OF AGREEMENT. The provisions contained in this Agreement are applicable to municipal offenses and state offenses committed within the jurisdiction of the City. Municipal offenses are defined as and include:

- (a) all City offenses;
- (b) rules of the road violations including speeding and DUI;
- (c) misdemeanor shoplifting;
- (d) misdemeanor possession of less than one ounce of marijuana; and
- (e) any other City ordinance described in a City lawful citation.

12. CONTRACT TERM. This Agreement will be effective as of January 1, 2015 and shall run through December 31, 2015. This Agreement will automatically be renewed for a one year term beginning January 1, 2016 and for one year terms thereafter unless either party delivers written notice of non-renewal to the other party at least ninety (90) days prior to the expiration of the then-existing term, in which event this Agreement will terminate upon the expiration of the then-existing term.

13. AMENDMENTS. Any term of this contract may be amended by the written consent of both parties to this Agreement.

14. SEVERABILITY. Any provision hereof which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

- 15. COUNTERPARTS.** This Agreement may be executed simultaneously in three or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 16. HEADINGS.** All headings and paragraphs and sections and subparts thereof in this Agreement are inserted for convenience only and shall not modify or affect the construction or interpretation of any provision of this Agreement.
- 17. ENTIRE AGREEMENT.** This Agreement and any exhibits, schedules and addenda delivered herewith represent the entire Agreement and understanding of the parties, and supersede all prior agreements , communications, understandings, negotiations, and discussions, whether oral or written, by and among the parties hereto, with respect to the County's housing of detainee/inmates and City's payment for the housing of detainee/inmates.
- 18. NON-WAIVER.** No delay or failure on the part of either party in exercising any right hereunder, and no partial or single exercise thereof, will constitute a waiver of such right or of any other right hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under seal by their duly authorized representative as of the day and year first above written.

GWINNETT COUNTY, GEORGIA

Date: _____

By: _____

**Charlotte Nash, Chairman
Board of Commissioners**

Attest: _____

Clerk

CITY OF PEACHTREE CORNERS, GEORGIA

Date: _____

By: _____

Mayor

Attest: _____

Clerk

By: _____

City Attorney

**APPROVED BY THE SHERIFF OF GWINNETT COUNTY,
GEORGIA**

This ____ day of _____, 2014

R.L. Butch Conway, Sheriff

Approved as to form:

County Attorney

Action Item
Bid for Landscape
Work



Memo

TO: Mayor and Council

CC: Julian Jackson, City Manager

FROM: Diana Wheeler, Community Development Director

DATE: February 17, 2015

SUBJECT: Gateway Grant Landscape Work – Bid Award

Recommendation:

Award Gateway Landscaping bid to Russell Landscape for \$90,107.35.

Summary

The City issued *Invitation to Bid # PTC 15-001* for the purpose of soliciting proposals to install landscaping next to the Entryway sign at the convergence of PIB and Peachtree Parkway. In addition to planting the landscape material, the work proposal was required to include a price for lighting, a performance bond, and a one year maintenance bond in accordance with the design prepared by Pond + Co and previously approved by the City Council. Staff’s original estimate for the cost of the work was \$99, 567. Four bids were received in response to the City’s solicitation, as summarized below:

GATEway Landscaping Bid Summary				
	Russell Landscape	Baytree Landscaping	Brinkman	Imagescapes
Landscape Installation and Lighting Lump Sum	\$69,872.35	\$86,953.00	\$119,663.30	\$142,503.00
Performance Bond	\$795.00	\$2,200.00	\$0.00	\$0.00
First Years Maintenance	\$19,440.00	\$7,200.00	\$2,940.00	\$42,000.00
Total Project Costs	\$90,107.35	\$96,353.00	\$122,603.30	\$184,503.00

Discussion on IGA with Johns Creek

**INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN THE CITY OF JOHNS CREEK, GEORGIA
AND THE CITY OF PEACHTREE CORNERS, GEORGIA
FOR SR 141/MEDLOCK BRIDGE ROAD CORRIDOR STUDY**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is entered into this ____ day of _____, 2015 by and between the City of Johns Creek, Georgia (“Johns Creek”) and the City of Peachtree Corners, Georgia (“Peachtree Corners”).

WHEREAS, Article IX, Section III, Paragraph 1(a) of the Georgia Constitution authorizes, among other things, any municipality to contract, for a period not exceeding fifty years, with another municipality for joint services, for the provision of services, or for the provision or separate use of facilities or equipment, provided that such contract deals with activities, services or facilities which the contracting parties are authorized by law to undertake or to provide;

WHEREAS, pursuant to the Johns Creek Charter Section 1.12(b)(7), Johns Creek is authorized “[t]o enter into contracts and agreements with other governments and entities and with private persons, firms, and corporations;”

WHEREAS, pursuant to the Peachtree Corners Charter Section 1.12(a)(4), Peachtree Corners is authorized “[t]o enter into contracts and agreements with other governments and entities and with private persons, firms, and corporations;”

WHEREAS, Johns Creek and Peachtree Corners are dutifully constituted Georgia municipal corporations;

WHEREAS, Johns Creek and Peachtree Corners are contiguous;

WHEREAS, SR 141/Medlock Bridge Road runs in a generally north-south direction through Johns Creek and Peachtree Corners;

WHEREAS, the growth and development of Johns Creek and Peachtree Corners have created a common interest in performing a corridor study related to SR 141/Medlock Bridge Road; and

WHEREAS, Johns Creek and Peachtree Corners agree that it is in their mutual best interest to share the cost of a corridor study regarding SR 141/Medlock Bridge Road beginning at SR120/Abbotts Bridge Road in Johns Creek and extending south to Peachtree Industrial Boulevard in Peachtree Corners.

NOW THEREFORE, in consideration of the foregoing recitals, the sums hereinafter set forth and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

ARTICLE I – CORRIDOR STUDY

Johns Creek shall enter into an agreement with Arcadis US, Inc. (“Arcadis”) for the provision of a SR 141/Medlock Bridge Road corridor study as described in said agreement, which is attached hereto as Exhibit A and incorporated by reference herein, (“Corridor Study Agreement”). Johns Creek will provide the data required to be provided to Arcadis by the Corridor Study Agreement. In order for Johns Creek to provide said data to Arcadis, Peachtree Corners agrees to provide data as may be requested from time to time by Johns Creek.

ARTICLE II - COST

Johns Creek and Peachtree Corners agree to equally share the responsibility for the cost of the Corridor Study Agreement. Upon completion of the work required by the Corridor Study Agreement, Johns Creek shall invoice Peachtree Corners for the amount required by this Article. Peachtree Corners will pay said amount due to Johns Creek within thirty (30) days of receipt of the invoice.

Johns Creek will make application to the Atlanta Regional Commission (“ARC”) on behalf of Johns Creek and Peachtree Corners for federal funds available through the Surface Transportation Program (“STP”) of the Moving Ahead for Progress Act for the 21st Century (“MAP-21”) to apply toward the cost responsibilities required by this Article. Peachtree Corners will cooperate with Johns Creek upon request by providing such information, signing such documents and performing such other reasonable acts as may be necessary to make such an application to the ARC.

ARTICLE III - TERM

The term of this Agreement is for a period commencing upon full execution of the Corridor Study Agreement and ending one (1) year thereafter.

ARTICLE IV – INDEPENDENT CONTRACTOR

Arcadis is an independent contractor, and both Parties agree that its employees, agents or representatives are not employees, agents or representatives of Johns Creek or Peachtree Corners.

ARTICLE V - NOTICE

All required notices shall be given by certified or registered mail, postage and fees prepaid, addressed to the party to whom such notice is to be given at the address set forth below or at such other addresses as has been previously furnished in writing, to the other party or parties. Such notice shall be deemed to have been given when deposited in the United States mail. Any notice of termination shall be mailed via U.S. Mail, return receipt requested. Notices shall be addressed | to the parties at the following addresses:

If to Johns Creek:

City of Johns Creek
12000 Findley Road
Johns Creek, GA 30097
Office number: 678-512-3200
Facsimile number: 678-512-3244

If to Peachtree Corners:

City of Peachtree Corners
147 Technology Pkwy, Suite 200
Peachtree Corners, Georgia 30092
Office number: 678-691-1200
Facsimile number: 678-961-1201

ARTICLE VI - ASSIGNMENT

Neither party shall assign any of the obligations or benefits of this Agreement without prior written consent signed by both parties.

ARTICLE VII – INDEMNIFICATION

It is the intent of the parties to be covered under the auspices of any applicable immunity granted by law. To the extent permitted by law, and only to the extent permitted by law, each Party shall defend, indemnify and hold harmless the other Party and its officers, employees, or agents from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the indemnified Party or its officers, employees, or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the negligent performance of this Agreement by either Party, its employees, officers and agents. Each Party shall promptly notify the other Party of each claim, cooperate with each other in the defense and resolution of each claim and not settle or otherwise dispose of the claim without each other's participation.

ARTICLE VIII – GENERAL PROVISIONS

The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and agreement of the parties regarding the subject matter of this Agreement. This Agreement supersedes all prior oral or written agreements or understandings. No representation oral or written not incorporated in this Agreement shall be binding upon Johns Creek or Peachtree Corners. Any modification of this Agreement shall be in writing signed by the parties.

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will 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. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or

be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement is governed by the laws of the state of Georgia without regard to conflicts of law principles thereof. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.

This Agreement shall inure to the benefit of, and be binding upon, the respective parties' successors and assigns.

The indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of this Agreement provided the claims are based upon actions that occurred during the term of this Agreement.

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 City of Johns Creek, Georgia, and the City of Peachtree Corners, Georgia, have executed this Agreement through their duly authorized officers on the day and year first above written.

CITY OF JOHNS CREEK, GEORGIA

Michael Bodker, Mayor

ATTEST:

Joan Jones
City Clerk
(SEAL)

Approved as to form:

City Attorney

CITY OF PEACHTREE CORNERS, GEORGIA

Mike Mason, Mayor

ATTEST:

Kym Chereck
City Clerk
(SEAL)

Approved as to form:

William F. Riley
City Attorney

Discussion on Green Ordinances



Memo

TO: Mayor and Council

CC: Julian Jackson, City Manager

FROM: Diana Wheeler, Community Development Director

DATE: February 17, 2015

SUBJECT: Green Committee Update

The Green Committee has reviewed the Atlanta Regional Commission's list of objectives and projects that qualify for Green Community certification and the committee members have volunteered to take on the projects that are most easily achieved at the lowest cost to the City. Work has already begun on projects related to recycling, education, and documentation of existing conditions eligible for certification points. In addition, Staff has taken on the project of drafting the City's Green policies for the Council's consideration. These policies (attached) were previously included on last November's workshop agenda. They will affect the City's purchasing and maintenance practices, as well as setting standards for lighting and other sources of energy consumption. These standards are similar to the policies adopted by other certified green communities and they represent 'best practices' from a sustainability perspective.

Next Steps: An Ordinance for adoption will be presented for first reading at the March 17th Council meeting and for second reading at the April 21st Council meeting. The completed application for Green Community certification is due to the Atlanta Regional Commission by May 1, 2015.

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1. Green Building

1. All new buildings constructed and owned by the City of Peachtree Corners which have 5000 square feet or greater of occupied space shall be LEED certified (Leadership in Energy and Environmental Design for New Construction (LEED-NC)).
2. All new buildings constructed and owned by the City of Peachtree Corners which are not LEED certified shall be certified for New EnergyStar or EarthCraft Light Commercial construction.
3. All new buildings renovated by the City of Peachtree Corners shall be EnergyStar certified or follow LEED guidelines.
4. The City of Peachtree Corners shall offer expedited plan review, plans processing and permitting for LEED, EarthCraft, and EnergyStar certified projects.
5. The City of Peachtree Corners shall offer expedited building and site inspections for LEED, EarthCraft, and EnergyStar certified projects.
6. Peachtree Corners shall offer expedited building and site inspections to affordable and workforce housing entities for EarthCraft House, EarthCraft Multifamily, EnergyStar or LEED for Homes certified projects.
7. The City of Peachtree Corners shall require space for a community garden at all city owned developments; and at all developments owed by the city's Downtown Development Authority.

2. Energy Efficiency

1. **Power down / Lights out.** It is the policy of the City of Peachtree Corners to turn non-emergency lights out and power down electronic equipment at the end of each work day. Therefore, all employees and building maintenance staff shall be required to turn off lights and all other non-essential electronic equipment when space within any city building is expected to be out of use for four or more hours.
2. **Consolidated Meetings.** In order to conserve resources, whenever there

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are four or fewer non-emergency or non- time sensitive items for consideration on a regularly scheduled meeting agenda, those items shall be incorporated into the next regularly scheduled meeting agenda and the first meeting shall be canceled.

3. **Lighting.** New light fixtures shall be installed with energy efficient bulbs and existing light fixtures shall utilize energy efficient bulbs when bulbs are replaced. LED lamps, or higher efficiency, shall be utilized in traffic signals.
4. **Night Sky requirements.** It is the City's intent to permit reasonable uses of outdoor lighting for nighttime safety, productivity, enjoyment and commerce while limiting the use of excess lighting which unnecessarily wastes energy and degrades the nighttime visual environment.
 - A. **Applicability.** For all new commercial developments and buildings that require a permit, all outdoor lighting fixtures shall meet the requirements of this policy. All building additions or modifications of twenty-five (25) percent or more in terms of additional dwelling units or gross floor area shall also comply with these requirements.
 - B. **Exempt Lighting.** The following luminaries and lighting systems are exempt from these requirements:
 - a) Lighting for pools used at night.
 - b) Underwater lighting used for the illumination of swimming pools and fountains;
 - c) Temporary holiday lighting;
 - d) Lighting required and regulated by the Federal Aviation Administration, or other federal, state or local agency;
 - e) Emergency lighting used by police, fire, or medical personnel, or at their direction;
 - f) All outdoor light fixtures producing light directly from the combustion of fossil fuels, such as kerosene and gasoline;
 - g) Security lighting controlled and activated by a motion sensor device for duration of 10 minutes or less.
 - h) Special event lighting
 - i) Outdoor performance lighting
 - C. **Prohibited Lighting.** The following lighting systems are prohibited:
 - a) Aerial lasers;
 - b) Searchlight style lights;
 - c) Other very intense lighting, defined as having a light source exceeding 200,000

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lumens or intensity in any direction of 2 million candelas or more;
Outdoor Lighting Standards. All nonexempt outdoor lighting fixtures shall meet the following criteria:

- a) Fixtures shall be full cutoff placed so as to allow no light above the horizontal as measured at the luminaire, except for period fixtures or as otherwise noted herein.
- b) Fixtures shall be located, aimed or shielded so as to minimize glare and stray light spilling over property boundaries and into the public right-of-way in accordance with the standards in Tables 'A' and 'B'.

TABLE 'A'

At Property Lines Including Rights-of-Way	Maximum Foot-candles
At property line abutting a residential or an agricultural use	1.0
At property line abutting an office or institutional use	1.5
At property line abutting a commercial or industrial use	1.5

TABLE 'B'

Off-Street Parking Lots	Average Foot-candles	Maximum Foot-candles
Residential areas	2.0	4.0
Office-professional areas	3.0	6.0
Light industrial	4.0	8.0

- c) Flood or spot lamps must be positioned no higher than 45 degrees above straight down (half-way between the vertical and the horizontal) when the source is visible from any off-site residential property or public roadway.
- d) All light fixtures that are required to be shielded shall be installed and maintained in such a manner that the shielding is effective as described herein for fully shielded fixtures.
- e) Multi use development lighting must conform to the standards of its respective uses.
- f) Illumination levels are measured from any height and orientation of the measuring device at any location along the property line, except the lighting of parking lots shall be measured at grade with the meter sensor held horizontally on the surface.
- g) Special Uses. All lighting not directly associated with the special use areas designated below shall conform to the lighting requirements described above.

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- h) Outdoor Sports or Recreation Fields. Lighting of outdoor recreational facilities (public or private), such as, but not limited to, outdoor athletic fields, courts, and tracks shall meet the following requirements:
- i. Facilities designed for municipal leagues, elementary to high school levels of play and training fields for recreational or social levels of play, college play, semi-professional, professional or national levels of play shall utilize luminaries with minimal uplight consistent with the illumination constraints of the design. Where fully shielded fixtures are not utilized, acceptable luminaries shall include those which:
 - a. Are provided with internal and/or external glare control louvers or lenses, and are installed so as to minimize uplight and offsite light spillover and glare; and
 - b. Are installed and maintained so as to avoid aiming no more than 2.5 times the mounting height.
 - c. Illumination levels shall not exceed 1.5 foot-candles at any location along any non-residential property line, and 1.0 foot-candles at any location along any residential property line.
 - d. Curfew. All events shall be scheduled so as to complete all activity no later than 11:000 p.m. Illumination of the playing field, court or track shall be permitted after the curfew only to conclude a scheduled event that was unable to conclude before the curfew due to unusual circumstances. Field lighting for these facilities shall be turned off within 30 minutes after the last event of the night.
 - e. Setback. All light poles shall be set back the greater of fifty feet or one foot for every foot in height from any residential property line or right-of-way.
- i) Service Station Canopies and Parking Structures.
 - a. All luminaries mounted on or recessed into the lower surface of service station canopies and parking structures shall be fully shielded and utilize flat lenses.
 - b. The total light output of luminaries mounted on the lower surface, or recessed into the lower surface of the canopy, and any lighting within signage or illuminated panels over the pumps, shall not exceed 30 foot-candles.
 - c. The total light output of illuminated areas of a service station other than as detailed in 2 above shall not exceed 15 foot-candles.
 - d. Luminance levels for the interior of parking structures, where interior lighting is visible from outside the structure, shall conform to the IESNA recommendation (RP-20).
 - e. Lights shall not be mounted on the top or sides of a canopy and the sides of a canopy shall not be illuminated.
- j) Security Lighting.
 - a. Security lighting shall be directed toward the targeted area.
 - b. Sensor activated lighting must be located in such a manner as to prevent direct glare and lighting into properties of others or into a public right-of-way, and the light shall not be triggered by activity off the property.
- k) Pedestrian Path Lighting.

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- a. Lighting post shall not exceed 16 feet from the finished grade.
- l) Architectural Accent Lighting.
 - a. Fixtures used to accent architectural features, materials, colors, style of buildings, landscaping, or art shall be located, aimed and shielded so that light is directed only on those features. Such fixtures shall be aimed or shielded to minimize light spill into the dark night sky in conformance with the luminaire standards.
 - b. Lighting fixtures shall not generate glare, or direct light beyond the facade onto a neighboring property, streets or into the night sky.
- m) Commercial Parking Areas.
 - a. All lighting fixtures servicing parking lots, except floodlights, shall be cutoff fixtures, directed downward and not toward buildings or other areas. The ratio of the average illumination to the minimum illumination shall not exceed 4:1.
 - b. Floodlights should be aimed or shielded to minimize uplight.
 - c. Light poles used in parking lots shall not exceed 35 feet in height.
- n) Street lights
 - a. The minimum level for new street lighting is 1 foot-candle, or as approved by an engineer on behalf of the city.
- o) Commercial Signage. Each lighted sign shall be eligible for a 10% square footage increase subject to meeting the following requirement:
 - a. The sign shall have a timer installed such that it will turn off the sign's illumination no later than two hours after close of business or midnight, whichever is latest. In the case of a business open past midnight, the timer shall turn off the sign's illumination at the close of business. The timer shall also activate the sign's illumination no earlier than one hour before sunset. LED lamps, or higher efficiency, shall be utilized.

3. Green Power

The City of Peachtree Corners shall offer expedited development and building plan review and site inspections for projects utilizing solar energy. The city Overlay requirements shall not apply to solar panels, except that materials and colors shall comply to the extent possible.

4. Water Use Reduction and Efficiency

- a. **High Efficiency Fixtures** such as WaterSense certified toilets, urinals and faucets shall be used in all new public building installations.
- b. The City of Peachtree Corners shall offer expedited development and building plan review and site inspections to developers and homeowners for WaterSense certified projects.

5. Trees and Greenspace

- a. **Benchmarks.** Peachtree Corners shall continue to provide balanced

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growth by preserving greenspace and adding trees and landscaping wherever possible in every development.

b. **Special Places and Events.** Peachtree Corners shall continue to support the development of community gardens, community trails, and other special places that promote environmentally friendly resources to the community.

6. Transportation and Air Quality

a. **Commute Options.** It is Peachtree Corners' policy to support commute options for both municipal employees and private business employees.

Therefore, Peachtree Corners shall continue to do the following:

1. work with commercial land owners such as Technology Park to identify available land to set aside for public transportation alternatives and private vehicle transportation alternatives.
2. explore the viability of an internal shuttle system that connects the business and shopping areas of City of Peachtree Corners to the Doraville Marta Station.
3. develop a trail way and path plan in order to offer greater opportunity for alternative commutes.
4. ensure that each development is built with sidewalks so that in cases where distance is not a deterrent, walking is a viable and safe option.
5. support flex time and varied work schedules so that employees can take advantage of the most favorable commuting options.
6. encourage ride sharing and car-pooling by working with the business community to develop incentives for employees.

b. **Green Fleet policy.** The City shall give preference to the purchase and use of fuel efficient and lowest emission vehicles and equipment (collectively the "Fleet") that both meet the intended use of the Fleet and are reasonably cost competitive over its useful life (e.g. life cycle cost). Additionally, the City will implement strategic fleet management practices to further reduce both the emissions and environmental impact of the Fleet. Through implementation of this policy, the City shall seek to decrease total emissions and the environmental impact of the Fleet.

Section I: Green Fleet Procurement:

A. Decrease Fleet Emissions

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a. The City shall procure the lowest-emission and/or Hybrid/Alternative-fuel Fleet when it is in alignment with the intended use of the Fleet and is reasonably cost competitive over its useful life (e.g. life cycle cost).

b. “Clean” fuels (such as compressed natural gas, ethanol, electricity and biodiesel) shall be used when feasible. Feasibility assessment will include considerations of vehicles or equipment able to utilize the “clean” fuel, vehicle costs, fuel availability, and the ability to utilize existing fueling infrastructure.

c. The life-cycle cost analysis, which will include fuel, maintenance, and operational costs over the projected life of the vehicle, will be performed prior to procurement and will be communicated in the corresponding bid process as appropriate.

Section II: Green Strategic Fleet Management:

A. Optimize Fleet Size

a. The City shall seek to optimize its Fleet and consider the following for removal or reassignment:

b. Light duty vehicles (passenger cars, light duty pick-up trucks and vans) that are driven less than 4,800 miles annually; and

c. Equipment that is used less than 240 hours annually. The availability of rental equipment to be used in place of such equipment will be taken into consideration.

B. Fleet reduction or reassignment will be performed according to the on-going operational needs of the user departments. The determination of which Fleet are to be reassigned shall be at the discretion of the Procurement Official working in cooperation with user departments.

C. Decrease Vehicle Size

1. The City shall encourage the selection of vehicles of a smaller class-size whenever possible to achieve greater fuel efficiency and lower emissions. User departments shall select the smallest possible vehicle that will achieve

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its intended use.

2. Focus on Minimizing Vehicle Miles Travelled

3. Route optimization shall be employed, when applicable, to reduce travel time, distance, and fuel usage.

4. Encourage meetings at centralized locations to reduce necessary travel.

5. Encourage and enable alternate meeting methods, such as conference calls, to reduce the number of necessary trips.

c. No Idling policy. When using City vehicles, employees should strive to conserve fuel and reduce emissions by avoiding unnecessary idling. Therefore, except in traffic or on routine stops, employees should make every effort to prevent city vehicles from idling in excess of three minutes.

d. Complete Streets policy. The City of Peachtree Corners shall expand new street requirements to create complete streets where appropriate. Complete street standards include shared use paths or bike lanes in addition to the current pedestrian sidewalk requirements. Pedestrian signals, signs, street furniture, and lighting may also be included. The city's consulting traffic engineer has identified streets shown as "Collector" as the most appropriate category for utilization of complete street design standards.

e. Bike and Pedestrian Friendly Design policy. Peachtree Corners shall continue to encourage bicycle and pedestrian options citywide by ensuring the following:

1. the interconnectivity of developments for safer bicycle and pedestrian access.
2. the placement of bicycle racks at locations throughout the city.
3. the requirement of bicycle racks at all new community facilities including ball fields, parks and city hall.
4. the construction of sidewalks throughout the City of Peachtree Corners
6. the coordination of these efforts with adjoining jurisdictions.

7. Recycling and Waste Reduction

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- a. **Green Purchasing policies.** It is the policy of the City of Peachtree Corners to purchase products which are recyclable or reusable or contain recycled materials if the quality and fitness of such products are equal to un-recycled products, including a price preference not to exceed 10% over the lowest price quoted by suppliers of comparable un-recycled products as determined by the user department. The product price comparison shall include life cycle cost considerations, when applicable. Each user department shall make every reasonable effort to purchase and use recycled products or those with recycled content whenever feasible to the extent such use does not adversely affect health, safety, or operational efficiency and effectiveness as determined by each user department, including but not limited to the items indicated on Attachment 1, next page. The term "recycled products" shall be construed to mean products which contain recycled materials or are reusable or recyclable, provided however, that recycled paper products must contain recycled materials.
1. Each user department shall ensure that all purchases of copy, computer, and fax paper will contain a minimum of 30% recycled content (10% cap on price preference is not applicable). Furthermore, each user department shall strive to purchase paper products containing a minimum of 30% recycled content whenever feasible.
 2. Each user department shall consider, where feasible, the ability of products and/or their packaging to be reused, reconditioned, or recycled.
 3. Each user department shall purchase, where feasible, products which minimize waste and toxic by-products in their manufacture, use, recycling, and disposal.
 4. Included in this policy is a preference for EnergyStar rated appliances and equipment.
 5. The 10% price preference shall be granted only if the fitness and quality of recycled products are at least equal to un-recycled products as determined solely by the user department. Product price comparison shall include life cycle cost considerations, when applicable.

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Attachment 1: Recycled Product Listing

Plastic	Paper	Rubber
Carpet	Business cards	Dock bumpers
Construction wall coverings	Computer paper	Floor tiles
Corrugated drain pipe	Corrugated boxes	Retread tires
Culverts	Copier paper	Rubberized asphalt
Curbside recycling containers	Cover stock	Trailer bumpers
Dollies	Envelopes	Wheel chocks
Fence posts	Facial tissue	
Fire engine cab mats	Fax paper	
Garbage can liners	Legal pads	
Ice scrapers	Letterhead	
Indoor/outdoor furniture	Linerboard	
Landfill caps & liners	Loose-fill packaging	
Benches	Mailing tubes	
Lumber	Napkins	
Pallets	Newsprint	
Parking bumpers	Padded mail bags	
Plastic bags	Paper towels	
Playground equipment	Poster board	
Refuse carts	Toilet tissue	
Shower dividers	Typing paper	
Speed bumps		
Traction mats		
Truck bed mats		
Urinal screens		

Other Materials
Acoustic ceiling tiles
Cellulose fiber insulation
Compost
Fly ash/concrete mixtures
Glassphalt
Reflective road striping
Re-refined lubricating oil
Road signs
Roofing shingles

b. Community Involvement policy. In order to be effective, recycling must be a community wide effort and not just a government initiative. However, in its leadership role, government should not only set the recycling example, but should also institute programs that will provide the community with maximum recycling participation opportunities. Therefore, the City of Peachtree Corners shall continue the following:

1. to offer curbside recycling to all residents.
2. to coordinate with the GCCB to offer regularly scheduled events at the Recycling center for items such as large household appliance, scrap lumber and technology products.
3. to offer opportunities to recycle paper products such as telephone books and newspapers.

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4. to offer opportunities to recycle seasonal products such as Christmas trees.

5. to encourage waste reduction through the use of rewards for recycling.

8. Land Use

a. **Incentives.** In order to create efficiency and facilitate the most sustainable use of land, the City of Peachtree Corners shall encourage mixed-use development and redevelopment where appropriate. The City shall continue to identify opportunities to provide incentives, as well as institute specific zoning conditions, when warranted, that recognize the benefit of environmentally advantageous development projects.

9. Education

a. **Information Sharing policy.**

1. The City shall educate its employees about the green policy measures contained herein so that the employees will become active participants in the Green City Program, thereby, ensuring its maximum effectiveness.
2. The City shall work with Gwinnett Clean and Beautiful to extend environmental education to school children in order to encourage recycling and conservation and to bring awareness to the Green City Program.

**Discussion
concerning
application to
ARC for LCI
implementation
funds**



Memo

TO: Mayor and Council

CC: Julian Jackson, City Manager

FROM: Diana Wheeler, Community Development Director

DATE: February 17, 2015

SUBJECT: LCI – TIP Projects

The Atlanta Regional Commission awards federal funds annually for transportation improvement projects (TIP). These funds are awarded for both studies and construction projects. Work projects resulting from an LCI study are viewed especially favorably because LCI's are initiated through, and endorsed by, the Atlanta Regional Commission.

The Town Center LCI's action plan identifies specific projects to be undertaken in order to implement the Town Center plan and Staff would like to submit funding requests for the most immediate projects during the next funding cycle. The application for funding is due to the Atlanta Regional Commission by April 6, 2015. A Resolution committing to matching funds at 20% is required to accompany the application and is scheduled to be placed on the March 17th Council agenda. City Staff recently met with ARC Staff to identify the projects having the greatest likelihood of receiving funding. Based on that discussion, the following projects are proposed to be submitted:

1. State Route 141 Corridor Study - \$200,000. (City match: \$40,000) This project involves an IGA with Johns Creek that will be discussed in tonight's Work Session, and this is the same project discussed previously at a Work Session last fall. The scope includes an analysis of current and projected traffic demands at key intersections on the corridor through both Peachtree Corners and Johns Creek, beginning at Holcomb Bridge Road and going north. The study will result in identifying operational improvement needs that could also attract future funding through ARC. Our application will involve adding our section of SR 141 to the existing project and funding that ARC currently has with Johns Creek.
2. Town Center North Bridge design development - \$120,000. (City match: \$24,000) This project involves conceptual design of the bridge and preliminary work associated with all the regulatory requirements including GDOT permitting, right-of-way acquisition, and utility management. It includes all the work needed to be done prior to engineering design, bidding, and construction.

3. Comprehensive Transportation Plan - \$300,000. (City match: \$60,000) This project includes an assessment of all existing transportation components throughout the city and develops a program to meet future transportation needs. The project expands upon base information already included in the City's 2033 Comprehensive Plan and provides specific, long-range transportation plans.
4. Multi-use Trail and Sidewalk plan - \$80,000. (City match: \$16,000) This project involves the design of the trail and sidewalk system throughout the City. It includes all the work needed to be done prior to construction.