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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

August 19, 2014

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 – July 15, 2014

F) CONSIDERATION OF MEETING AGENDA

G) PUBLIC COMMENTS

H) CONSENT AGENDA - No Items

I) PRESENTATIONS AND REPORTS

1. **Mayor Mason** Presentation of Recycling Awards
2. **P2014-08-18** A Proclamation of the City of Peachtree Corners, Georgia recognizing and congratulating Peachtree Corners' 12U Girls Softball Team comprised of Ann Margaret Jones, Annabelle Nowak, Bella Krauth, Brooke Weaver, De'Areya Porter, Emma Kate Means, Emma O'Dell, Gabby Pappas, Kedzie Howe, Isabel Rodriguez, Riley Keller, Sierra Blackburn, and Tatum Lowe for their excellent achievement.
(Mayor Mason)
3. **Diana Wheeler** Staff Activity Report

J) OLD BUSINESS

1. **O2014-07-29** Second Read of an Ordinance to amend Articles 5,6,10, and 13 of the 2012 City of Peachtree Corners Zoning Resolution by modifying specific provisions of the accessory use regulations, overlay standards, sign regulations, and parking regulations; repealing conflicting ordinances; and setting an effective date. **(Public comment will be heard.)**
(D. Wheeler)

2. **R2014-07-29**
(K. Chereck) Resolution calling for referendum election to allow the citizens of the City of Peachtree Corners, Georgia to vote on whether the City shall permit the issuance of licenses for the package sale of distilled spirits. **THIS ITEM WAS TABLED AT THE JULY 15, 2014 MEETING.**

K) NEW BUSINESS

1. **R2014-08-30**
(Officer David Martinez) A Resolution the Mayor and Council of the City of Peachtree Corners, Georgia in support of a Crime-Free Multi-Family Housing Program.
2. **Action Item**
(D. Wheeler) APH 2014-09-011- Request for Alcoholic Beverage License at Cue's Barbecue at 5260 Peachtree Industrial Blvd, Ste 100, Peachtree Corners GA 30092.
3. **Action Item**
(D. Wheeler) APH 2014-09-012- Request for Alcoholic Beverage License by SF Markets, LLC DBA: Sprout's Farmers Market #513 at 5130 Peachtree Pkwy, Ste 100, Peachtree Corners GA 30092.
4. **Action Item**
(J. Jackson) Consideration of Approving a Contract Agreement for the Provision of Public Works Services for the City of Peachtree Corners.
5. **Action Item**
(J. Jackson) Consideration of Approving an Intergovernmental Agreement for a Service Delivery Strategy between Gwinnett County and the City of Peachtree Corners.
6. **Action Item**
(J. Jackson) Consideration of an Intergovernmental Agreement with the City of Johns Creek for Routine Road Maintenance.
7. **Action Item**
(J. Putnam) Consideration of Approving a Contract Agreement between the City of Peachtree Corners and Vision Internet for a website redesign.
8. **O2014-08-30**
(D. Wheeler) First Read of an Ordinance to amend the City of Peachtree Corners Zoning Map Pursuant to SUP2014-003, New Church of Atlanta, request for a special use permit to expand church uses to an office building adjacent to an existing church and located on 2.9 acres at 2865 Amwiler Rd. in Land Lot 250, 6th District, Gwinnett County, Georgia.
(Public comment will be heard at the second reading on 09/16/14.)

L) WORK SESSION

1. **Lord, Aeck + Sargent** Town Center LCI update
2. **Brandon Branham** Discussion on 2014 Budget
3. **Brandon Branham** Discussion of Intergovernmental Agreement for Inmate Housing.
4. **Brandon Branham** Update on Solid Waste Collections
5. **Judy Putnam** Update on 'Proud to be Peachtree Corners' branding material

M) ADJOURNMENT

Council Minutes

July 15, 2014

CITY OF PEACHTREE CORNERS
COUNCIL MEETING
July 15, 2014, @ 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 – Absent
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
Comm. Director	Judy Putnam
Accounting Manager	Brandon Branham

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

MAYOR'S OPENING REMARKS: Mayor Mason informed the public that he will be holding three State of the City Addresses on Monday, July 21, 2014.

MINUTES:

MOTION TO APPROVE THE MINUTES FROM THE JUNE 17, 2014 COUNCIL MEETING.

By: Council Member Aulbach

Seconded by: Council Member Gratwick

Vote: (6-0) (Aulbach, Gratwick, Mason, Sadd, Wright, Christopher)

CONSIDERATION OF THE MEETING AGENDA:

There was no change to the agenda.

PUBLIC COMMENT: There was no public comment.

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 June 23, 2014 – July 11, 2014. These activities included, among other items, meeting with the Homewood Suites manager to discuss sign and landscaping at the corner of Jay Bird and Peachtree, meeting with the Town Center LCI team, starting the Gateway Grant landscaping project, and preparing preliminary documentation for the Arts Council grant.

OLD BUSINESS:

O2014-06-28

Second read and consideration of Solid Waste Ordinance.

MOTION TO APPROVE O2014-06-28.

By: Council Member Gratwick

Seconded: Council Member Christopher

Vote: (6-0) (Gratwick, Christopher, Mason, Sadd, Wright, Aulbach)

NEW BUSINESS:

ACTION ITEM

Consideration of Approving up to \$12,000 in Matching Funds in support of a Georgia Council for the Arts Grant request for a research project entitled, *Peachtree Corners Performing Arts Theater Study*.

MOTION TO APPROVE UP TO \$12,000 IN MATCHING FUNDS IN SUPPORT OF A GEORGIA COUNCIL FOR THE ARTS GRANT REQUEST FOR A RESEARCH PROJECT ENTITLED, PEACHTREE CORNERS PERFORMING ARTS THEATER STUDY.

By: Council Member Wright

Seconded: Council Member Christopher

Vote: (6-0) (Wright, Christopher, Mason, Sadd, Aulbach, Gratwick)

ACTION ITEM

Consideration of Amendment Number One to the Amended and Restated Agreement for the Provision of Community Development Services.

MOTION TO APPROVE AMENDMENT NUMBER ONE TO THE AMENDED AND RESTATED AGREEMENT FOR THE PROVISION OF COMMUNITY DEVELOPMENT SERVICES.

By: Council Member Aulbach

Seconded: Council Member Christopher

Vote: (6-0) (Aulbach, Christopher, Mason, Sadd, Wright, Gratwick)

R2014-07-29

Resolution calling for referendum election to allow the citizens of the City of Peachtree Corners, Georgia to vote on whether the City shall permit the issuance of licenses for the package sale of distilled spirits.

After discussion this item was suspended until after the Executive Session.

O2014-07-29

First Read of an Ordinance to amend Articles 5, 6, 10, and 13 of the 2012 City of Peachtree Corners Zoning Resolution by modifying specific provisions of the accessory use regulations, overlay standards, sign regulations, and parking regulations; repealing conflicting ordinances; and setting an effective date.

Second read for this item will be held at the August 19th, 2014 Council meeting.

WORK SESSION:

Update on Road Maintenance

Mr. Julian Jackson, City Manager, informed the Mayor and Council that the City has received the executed Intergovernmental Agreement (IGA) with Gwinnett County which extends the County's Road Maintenance until 12/31/2014.

Second Anniversary Campaign – ‘Proud to be Peachtree Corners’

Judy Putnam, Communications Director, informed the Mayor and Council that she will have a proposed design for a “light post” banner at the next Council meeting. The Mayor and Council suggested placing the banners at the six gateways into the City, along Peachtree Parkway, and also along “Key” areas of the City. Mrs. Putnam also presented the Mayor and Council with the new branding bracelets with the verbiage “Proud to be Peachtree Corners”.

Diana Wheeler, Community Development Director, informed the Mayor and Council that she is working with Pond and Company on the entryway features, which will be presented to the Planning Commission at a Work Shop in August.

EXECUTIVE SESSION:

MOTION TO GO INTO EXECUTIVE SESSION FOR THE DISCUSSION OF ONE (1) REAL ESTATE MATTER.

By: Council Member Sadd

Seconded by: Council Member Gratwick

Vote: (6-0) (Sadd, Gratwick, Mason, Wright, Aulbach, Christopher)

MOTION TO COME OUT OF EXECUTIVE SESSION.

By: Council Member Sadd

Seconded by: Council Member Gratwick

Vote: (6-0) (Sadd, Gratwick, Mason, Wright, Aulbach, Christopher)

CONTINUATION OF NEW BUSINESS:

R2014-07-29 – This item was suspended until this time.

Resolution calling for referendum election to allow the citizens of the City of Peachtree Corners, Georgia to vote on whether the City shall permit the issuance of licenses for the package sale of distilled spirits.

MOTION TO TABLE THIS ITEM UNTIL THE NEXT MEETING.

By: Council Member Aulbach

Seconded: Council Member Christopher

Vote: (6-0) (Aulbach, Christopher, Mason, Sadd, Wright, Gratwick)

ADJOURNMENT:

MOTION TO ADJOURN AT 8:40 PM

By: Council Member Wright

Seconded by: Council Member Sadd

Vote: (6-0) (Wright, Sadd, Mason, Aulbach, Christopher, Gratwick)

Approved,

Attest:

Mike Mason, Mayor

Kymberly Chereck, City Clerk

(Seal)

Proclamation
12 U Girls
Softball Team

Proclamation

**A PROCLAMATION OF THE CITY OF PEACHTREE CORNERS, GEORGIA
RECOGNIZING AND CONGRATULATING PEACHTREE CORNERS' 12 U
GIRLS SOFTBALL TEAM COMPRISED OF ANN MARGARET JONES,
ANNABELLE NOWAK, BELLA KRAUTH, BROOKE WEAVER, DE'AREYA
PORTER, EMMA KATE MEANS, EMMA O'DELL, GABRIELLA PAPPAS,
KEDZIE HOWE, ISABEL RODRIGUEZ, RILEY KELLER, SIERRA
BLACKBURN, AND TATUM LOWE FOR THEIR EXCELLENT
ACHIEVEMENT.**

WHEREAS, Peachtree Corners' 12U Girls Softball team is a highly accomplished and dedicated group comprised of Ann Margaret Jones, Annabelle Nowak, Bella Krauth, Brooke Weaver, De'Areya Porter, Emma Kate Means, Emma O'Dell, Gabriella Pappas, Kedzie Howe, Isabel Rodriguez, Riley Keller, Sierra Blackburn & Tatum Lowe; and

WHEREAS, the team's hard work together with support from their coaches resulted in 21 wins over 5 elite summer tournaments; and

WHEREAS, the team won the Mountain View and Tri County Tournaments, as well as finished 3rd in the state championship and 4th in the USSSA World Series.

NOW, THEREFORE, BE IT PROCLAIMED by the Mayor and Council of the City of Peachtree Corners that the 12U Girls Softball team is hereby commended for their excellent performance and accomplishments, particularly in finishing 4th in the USSSA World Series.

SO PROCLAIMED AND EFFECTIVE, this the 19th day of August, 2014.

Attest:

Approved:

Kym Chereck, City Clerk

Mike Mason, Mayor

Staff Activity Report



Memo

TO: Mayor and Council

CC: Julian Jackson, City Manager

FROM: Diana Wheeler, Community Development Director

DATE: August 19, 2014

SUBJECT: Staff Activity Report

The following is a summary of Staff activity during the period of 7/28/14 – 8/15/14.

- A. Meetings with:
1. Town Center LCI team.
 2. Gwinnett Economic Development Coalition concerning project updates In neighboring communities.
 3. Norcross Farmers Market organizers concerning special events.
 4. DDA, Planning Commission, and Green Committee.
 5. Pond + Co. concerning new Gateway monument concepts.
- B. Reviewed and analyzed LCI data.
- C. Assessed public hearing applications and posted documents to website.
- D. Brainstormed housing options for future workshop discussion.
- E. Responded to phone calls and e-mails from residents, business people, and others.

Processed the following permit applications:

DATE	Permit #	NAME	ADDRESS	TYPE
7/28/2014	1674-14	TECHTOP INDUSTRIES INC	2815 COLONNADES COURT STE B	CERTIFICATE OF OCCUPANCY
7/28/2014	1675-14	TECHTOP REALTY LLC	2815 COLONNADES COURT STE B	CERTIFICATE OF OCCUPANCY
7/28/2014	1676-14	WALLING ELECTRICAL SERVICES	1 PEACHTREE INDUSTRIAL BLVD	ELECTRICAL
7/28/2014	1677-14	SIGNS BY TOMORROW	5875 PEACHTREE INDUSTRIAL BLVD STE 220	PERMANENT SIGN
7/28/2014	1678-14	A1 SIGN SIGNS INC	5100 PEACHTREE PKWY	PERMANENT SIGN
7/28/2014	1679-14	BUFORD & MARTHA SEAY	3923 EVERETT CT	ADDITION
7/28/2014	1680-14	G W CONSTRUCTION INC	5150 PEACHTREE PKWY STE 300	INTERIOR FINISH
7/29/2014	1681-14	HUSSMAN SERVICES	6045 PEACHTREE PKWY	HVAC
7/29/2014	1682-14	MITEC	6200 THE CORNERS PKWY STE 100	ELECTRICAL
7/30/2014	1683-14	T-MOBILE	2850 HUMPHRIES WAY	CELL SITE
7/30/2014	1684-14	STEVEN EDWARDS	4753 LOU IVY RD	ADDITION
7/30/2014	1685-14	FINDLAY ROOFING	6020 NEELY FARMS DR	REROOFING
7/30/2014	1686-14	HENRY INCORPORATED	6125 PEACHTREE PKWY	PERMANENT SIGN
7/30/2014	1687-14	EZ MULTISERVICIOS, LLC	6185 BUFORD HWY BLDG B, STE 103	CERTIFICATE OF OCCUPANCY

DATE	Permit #	NAME	ADDRESS	TYPE
7/31/2014	1688-16	VERIZON WIRELESS	5075 BUFORD HWY STE 200	CERTIFICATE OF OCCUPANCY
7/31/2014	1689-14	VERIZON WIRELESS	5150 PEACHTREE PKWY STE 400	INTERIOR FINISH
7/31/2014	1690-14	COOL AIR MECHANICAL	5308 GARNABY LANE	HVAC
7/31/2014	1691-14	COOL AIR MECHANICAL	4130 POPULAR SPRING CT	HVAC
7/31/2014	1692-14	WIDEDATA CORP	3500 PARKWAY LN STE 300	ELECTRICAL
8/1/2014	1693-14	ENGLISH FOR A LIFETIME, LLC	3040 AMWILER RD STE A	CERTIFICATE OF OCCUPANCY
8/1/2014	1694-14	ACKERMAN SECURITY SYSTEMS	5255 TRIANGLE PKWY STE 500	ELECTRICAL
8/1/2014	1695-15	CRITICAL SYSTEMS LLC	250 SCIENTIFIC DRIVE STE #350	ELECTRICAL
8/1/2014	1696-14	KING DAVID COMMUNITY CENTER OF ATLANTA, INC	6330 PRIMOSE HILL COURT	CERTIFICATE OF OCCUPANCY
8/1/2014	1697-14	NETPLANNERS	3145 NORTHWOODS PKWY STE 800	INTERIOR FINISH
8/1/2014	1698-14	WINCOR CAPITAL LLC	7094 PEACHTREE IND BLVD STE 220	CERTIFICATE OF OCCUPANCY
8/1/2014	1699-14	BURGER KING	5325 PEACHTREE IND BLVD	TEMPORARY SIGN
8/1/2014	1700-14	BURGER KING	5325 PEACHTREE IND BLVD	TEMPORARY SIGN
8/4/2014	1701-14	ZOE'S KITCHEN	5150 PEACHTREE PKWY STE 100	AWNINGS
8/4/2014	1702-14	WF WHOLESALE INC	6889 PEACHTREE IND BLVD STE M	TEMPORARY SIGN
8/5/2014	1703-14	COOL AIR MECHANICAL	4970 AVOCET DRIVE	HVAC
8/5/2014	1704-14	BLS OF MONROE LLC	3225 PEACHTREE CORNERS CIRCLE	TEMPORARY SIGN
8/6/2014	1705-14	UNIVERSAL/ARS	3627 PARKSIDE CT	HVAC
8/6/2014	1706-14	UNDER ONE ROOF BUILDERS	4150 WELLINGTON LAKE CT	REMODEL
8/6/2014	1707-14	ALL IN ONE POOL CONSTRUCTION	4243 RIDGEGATE DRIVE	POOL
8/7/2014	1708-14	F & I Investments	7074 PEACHTREE IND BLVD STE 100	INTERIOR FINISH
8/7/2014	1709-14	HITEL COMMUNICATIONS	250 SCIENTIFIC DRIVE STE #350	ELECTRICAL
8/7/2014	1710-14	THE BEST SIGN CO., INC	3466 HOLCOMB BRIDGE RD STE W	PERMANENT SIGN
8/7/2014	1711-14	THE BEST SIGN CO., INC	3466 HOLCOMB BRIDGE RD STE W	TEMPORARY SIGN
8/7/2014	1712-14	APOLLO SIGN & LIGHT	5130 PEACHTREE PKWY	PERMANENT SIGN
8/7/2014	1713-14	APOLLO SIGN & LIGHT	5130 PEACHTREE PKWY	TEMPORARY SIGN
8/7/2014	1714-14	ZOE'S KITCHEN	5150 PEACHTREE PKWY STE 100	TEMPORARY SIGN
8/8/2014	1715-14	PARKER YOUNG CONSTRUCTION	3716 WILDWOOD FARMS DR	REMODEL
8/8/2014	1716-14	ACT ACTING STUDIOS	6251 SMITHPOINTE DRIVE STE B	INTERIOR FINISH
8/8/2014	1717-14	SHA' SHA' SALON	3466 HOLCOMB BRIDGE RD STE I	CERTIFICATE OF OCCUPANCY
8/8/2014	1718-14	SIR GARUDA VILAS	3380 HOLCOMB BRIDGE RD STE 7A	CERTIFICATE OF OCCUPANCY
8/8/2014	1719-14	GLOBAL SYSTEMS	5150 PEACHTREE PKWY STE 100	ELECTRICAL
8/8/2014	1720-14	COX BUILDERS INC	4198 RIDGEGATE DRIVE	DEMO
8/8/2014	1721-14	SEARS HOME IMPROVEMENT	5259 MEADOWALE CT	ALTERATION
8/11/2014	1722-14	CORRELL ELECTRIC COMPANY	6125 PEACHTREE PKWY	ELECTRICAL
8/11/2014	1723-14	POINTER COMMERCIAL REAL ESTATE, INC	5075 PEACHTREE PKWY	TEMPORARY SIGN
8/11/2014	1724-14	EXTERIOR DESIGN & DECKING INC	5166 BROADGREEN DR	ACCESSORY STRUCTURES
8/12/2014	1725-14	NALLEY ELECTRIC	5130 PEACHTREE PKWY	ELECTRICAL
8/12/2014	1726-14	RJW CONTRACTING, INC	6065 COURTSIDE DRIVE	REROOF
8/12/2014	1727-14	KINZEY CONSTRUCTION COMPANY	2850 NORTHWOODS PKWY	DEMO
8/12/2014	1728-14	ALTAIR SIGN & LIGHT, INC	7085 JIMMY CARTER BLVD	PERMANENT SIGN
8/12/2014	1729-14	ALTAIR SIGN & LIGHT, INC	7085 JIMMY CARTER BLVD	PERMANENT SIGN
8/12/2014	1730-14	HEALING TOUCH OF NORCROSS	5005 PEACHTREE PKWY STE 830	TEMPORARY SIGN
8/12/2014	1731-14	HTN CONSTRUCTION	4218 RIVERVIEW ROAD	REMODEL
8/13/2014		BEST QUALITY RENOVATIONS	4145 JONES BRIDGE CIRCLE	DECK
8/13/2014	1737-14	METRO MECHANICAL INC	3172 MONARCH PINE DR	HVAC

02014-07-29

**Amendment to
Zoning Resolution**

AN ORDINANCE TO AMEND ARTICLES V, VI, X, AND XIII OF THE 2012 CITY OF PEACHTREE CORNERS ZONING RESOLUTION BY MODIFYING SPECIFIC PROVISIONS OF THE ACCESSORY USE REGULATIONS, OVERLAY STANDARDS, SIGN REGULATIONS AND PARKING REGULATIONS; 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 VI. GENERAL PROVISIONS

Section 600. Accessory Uses or Structures.

Accessory structures shall be permitted only in rear yards, except as otherwise provided in this Resolution.

In an R (residence) district, accessory uses customarily located within front or side yards of residences may include but shall not be limited to the following: walls and fences as permitted in Section 700, mailboxes, driveways, walkways, lamp posts, landscaping, vegetable gardens provided they do not exceed 30 percent of the front yard, signs meeting the standards of the City Sign Ordinance and basketball goals adjacent to driveways. No accessory uses or structures, except driveways, mailboxes or decorative landscaping shall be located within a public right-of-way.

Accessory uses customarily located within rear yards of residences may include but shall not be limited to the following: storage buildings, patios, swimming pools, dog runs, dog pens and houses, detached garages, tennis courts, playground equipment, vegetable gardens, fences and walls as permitted in Section 700.

Any accessory use or structure, except walls, fences, driveways and landscaping, shall be set back not less than five (5) feet from any lot line, except as otherwise provided within the R-TH and R-ZT zoning districts, and except for permitted encroachments as authorized in Section 705.

No accessory structure shall be erected on a lot prior to the time of construction of the principal building to which it is accessory a) on the same lot, or b) on an adjoining lot in joint or common ownership.

2. ARTICLE XIII, USE PROVISIONS

Section 1315. Activity Center / Corridor Overlay District Requirements.

Section 1315.1.2 Applicability.

The requirements of the Overlay District shall apply to all non-residential and attached residential properties within the **designated** geographic areas **shown on the of Peachtree Corners**. Overlay District Map.

1.E Light fixtures which are utilized shall be as follows:

Overlay District/Corridor	Fixture Head	Pole Type (Street light)	Max. Pole Height
Mall of Georgia	Cobra Head	Fluted (Green)	40 ft.
Civic Center	Cobra Head	Fluted (Black)	40 ft.
U. S. Highway 78	Cobra Head	Fluted (Black)	40 ft.
Grayson/Hwy 20	Cobra Head	Smooth (Black)	40 ft.
Centerville/ Hwy 124	Cobra Head	Fluted (Black)	40 ft.
124/324/Hamilton Mill	Cobra Head	Fluted (Black)	40 ft.
Peachtree Corners	Cobra Head	Fluted (Black)	40 ft.

1.F. Provide lighting throughout all parking areas utilizing decorative light poles/fixtures. Light source shall be metal halide, not exceeding an average of 4.5 foot-candles of light output throughout the parking area. Other than pedestrian light fixtures which will be less than 14 feet tall, light fixtures shall be hooded. All lighting will be metal halide. Lighting shall be directed to avoid intrusion on adjacent properties and away from adjacent thoroughfares.

Light fixtures which are utilized shall be as follows:

Overlay District/Corridor	Fixture Head	Pole Type (Parking lot)	Pole Type (Pedestrian)
Mall of Georgia	Box Head	Fluted Green (50' max.)	Fluted Green
Civic Center	Box Head	Smooth Black (50' max.)	Fluted Black
U.S. Highway 78	Box Head	Smooth Black (50' max.)	Fluted Black
Grayson/Hwy 20	Box Head	Smooth Black (35' max.)	Smooth Black

Centerville/ Hwy 124	Box Head	Fluted Black (35' max.)	Fluted Black
124/324/Hamilton Mill	Box Head	Fluted Black (35' max.)	Fluted Black
Peachtree Corners	Box Head	Fluted Black (35' max.)	Fluted Black

2.B. Provide landscaped islands throughout all surface parking areas as required by the City of Peachtree Corners Buffer, Landscape and Tree Ordinance. Provide a minimum of 1 shade tree at the end of each parking bay.

2. C. Provide a minimum ten-foot wide landscaped strip between all road rights-of-way and the back-of-curb of abutting off-street paved parking lots. Landscaped strips between road rights-of-way and the edge of abutting off-street grassed parking areas shall be five-feet in width. At a minimum, landscaped strips shall be planted in accordance with the City of Peachtree Corners Buffer, Landscape and Tree Ordinance With 2 rows of shrubs of sufficient height to screen parking lot cars from roadway views. Grass installed in areas which are visible from public streets shall be sodded, including the right of way.

2.D. All street trees shall be a minimum 4-inch caliper (dbh) at the time of planting. Street trees shall be planted six-(6)-feet from back-of-curb subject to review and approval of the Georgia Department of Transportation or Gwinnett County Department of Transportation. Street trees shall be of one (1) or a combination of the following species:

1. Willow Oak
2. Overcup Oak
3. Nuttal Oak
4. Pin Oak
5. Shumard Oak
6. Lacebark Elm
- ~~7. Japanese Zelkova~~

2.E. Dumpsters which may be seen from adjacent properties or public parking lots shall be screened from view on all four (4) sides. Screening shall consist of three (3) solid walls of brick, stucco or split-face block construction, to be consistent with the primary building material at least six (6) feet in height, with 100 percent solid metal ~~or wooden~~ gates. Dumpsters shall be placed in the rear yard and may be located 0-feet from the property line, if the adjoining property is zoned non-residential and 0-feet from all applicable buffers, if the adjoining property is zoned residential. Generators shall be visually screened from adjacent properties.

4. Signage; Temporary Uses; Peddling

4.A. Except as contained herein, sizes and amount of signage shall not exceed the requirements of the Sign Ordinance.

4.B. Oversized Signs or Billboards shall not be permitted.

4.C. Ground signs shall be limited to monument-type signs. Base and sign structure shall be constructed of materials such as brick, stone, stucco, wood or metal consistent with the architecture and exterior treatment of the building.

4.D. Blinking, exposed neon, portable, and inflatable and temporary signage shall be prohibited.

4.E. Peddlers shall be prohibited.

5. Architectural Design

5.A. Architectural design of all non-residential buildings should comply with the following performance guidelines:

- (1) Building facades shall be of architectural treatments of glass and/or brick, stone or stucco. Tilt-up or pre-cast concrete or alternate material may be used for industrial, multi-story office (3-stories or greater) or hotel development subject to review and approval of the Director of Planning and Development.
- (2) Contrasting accent colors of any wall, awning or other feature (other than dark green, or brick red) shall be limited to no more than 15% of the total area for any single facade.
- (3) Metal sided or portable buildings shall be prohibited.
- (4) Buildings shall incorporate live plant material growing immediately in front of or on the building.
- (5) Except for restaurants, as noted in (6) below, buildings of less than 5,000 square feet of gross floor area shall be designed with pitched roofs, minimum pitch of 4 in 12.
- (6) Restaurants of less than 5,000 square feet of gross floor area may have flat roofs under the following conditions: all HVAC equipment shall be screened from all sides; the exterior architectural treatment of the building shall consist of the same materials and detail for all of the building elevations; and, excluding fenestrations, the primary facing material shall be a minimum of 75% brick or stone. Buildings located on outparcels, or as part of a larger development, shall have similar materials and colors as the primary building. Alternate colors and materials may be approved by the Director.
- (7) (6) Roofing materials for pitched or mansard roofs shall be limited to the following:

- a. Metal standing seam of ~~red, green or silver~~ earth tone or neutral color.
- b. Tile, slate or stone
- c. ~~Wood shake.~~
- d. ~~Architectural dimensional~~ shingles ~~having two or more layers~~ with a slate, ~~or tile or metal~~ appearance.

(7) (8) All mechanical, HVAC and like systems shall be screened from street level view ~~(within 300 feet)~~ on all sides by an opaque wall or fence of brick, stucco, or split-faced block ~~or wood.~~ ~~And shall be consistent with the primary building material.~~

5 B. (5) Building design shall include minimum one (1) foot deep cornices, extending along the entire ~~front of buildings and the sides of buildings at least (10) ten feet.~~

(6) Building design shall include a minimum one (1) foot high contrasting base, extending along the entire front of buildings and the sides of buildings ~~at least ten (10) feet~~

Building plans shall be subject to review and approval of the Community Development Director of Planning and Development, or his/her designee prior to the issuance of a building permit. Designs which are inconsistent with these performance guidelines may be denied. Alternate designs which have been denied by the Director may be submitted for review and approval ~~of by~~ the City Council ~~or Planning Commission~~.

3. ARTICLE V. SIGNS

Sec. 86-109.1 Temporary signs – real estate and construction

The following types of signs shall be permitted only by issuance of a temporary sign permit allowing use of this sign for a period of one year. The sign permit may be renewed annually up to three times if the sign is maintained in good condition and the property is still for sale and / or under construction.

- (1) Real estate sign: one sign up to 32 sq. ft. in size shall be allowed on property that is being marketed for sale or lease.
- (2) Construction sign: one sign up to 32 sq. ft. in size shall be allowed on property that has an active site development or building permit.

4. ARTICLE X, PARKING

Section 1001. Plan and Design Standards for Off-Street Parking

5. Location and Surface of Parking Areas.

a. In any non- residential district, the parking of any vehicle on other than a paved surface (or approved porous or grassed paving system) is prohibited.

b. In any residential district, the parking of any motor vehicle except on a hard-surfaced driveway or in a carport or garage is prohibited. Any recreational vehicle or any non-motor vehicle may only be parked in a carport, enclosed structure, or in the rear yard on a paved surface (or approved porous or grassed paving system). **Exception to this restriction shall be made for visiting campers and motorhomes which may be parked up to three times per year in the same residential driveway for up to seven (7) days at a time** Any vehicles parked in the rear yard not in a carport or an enclosed structure must be parked at least fifteen (15) feet from the property line. Vehicles or equipment used for agricultural purposes on RA-200 or R-100 zoned property with 5 or more acres are exempt from hard surface parking requirements if parked outside the required front yard setback.

Section 2

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

Effective this _____ day of August, 2014.

Approved by:

Mike Mason, Mayor

Kym Chereck, City Clerk

SEAL

R2014-08-30

Resolution

**Crime-Free Multi-
Family Housing
Program**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEACHTREE CORNERS, GEORGIA IN SUPPORT OF A CRIME-FREE MULTI-HOUSING PROGRAM.

WHEREAS, the Crime-Free Multi-Housing Program is a state-of-the-art crime prevention program designed to aid in the reduction of crime, drugs, and gangs within apartment developments; and

WHEREAS, the Crime-Free Multi-Housing initiative is a three-phase certification and awareness program developed in 1992 and successfully implemented in 44 states; and

WHEREAS, the City Council wishes to encourage all apartment managers to participate in the program and help eliminate undesirable activities and influences within the City of Peachtree Corners;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Peachtree Corners, Georgia, that the City enthusiastically endorses the Crime-Free Multi-Housing Program and wishes to further demonstrate its support through a financial contribution of \$2500 to be used towards the marketing and education of the program throughout the City of Peachtree Corners.

.

SO RESOLVED AND EFFECTIVE, this the 19th day of August, 2014.

Approved:

Mike Mason, Mayor

Attest:

Kym Chereck, City Clerk
Seal

**Alcoholic
Beverage License
Cue's Barbecue**



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: August 19th, 2014 City Council Meeting

Agenda Item: APH 2014-09-011- Approval of Alcoholic Beverage License Application for Cue's Barbecue at 5260 Peachtree Industrial Blvd, Ste 100, Peachtree Corners GA 30092. Applicant is Chris Jackson for Consumption on Premise Wine & Malt Beverage License.

Staff Recommendation:

Approve the application for Consumption on Premise Beer & Wine Beverage License for Cue's Barbecue located at 5260 Peachtree Industrial Blvd, Ste 100, Peachtree Corners, GA 30092

Background:

Applicant submitted a completed application on July 7, 2014. Required advertising for the application was published in the Gwinnett Daily Post, the legal organ of the City, on August 8th and August 15th. 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

**Alcoholic
Beverage License
Sprouts**



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: August 19th, 2014 City Council Meeting

Agenda Item: APH 2014-09-012- Approval of Alcoholic Beverage License Application for SF Markets, LLC DBA: Sprout's Farmers Market #513 at 5130 Peachtree Pkwy, Ste 100, Peachtree Corners GA 30092. Applicant is Brandon Fredrick Lombardi for Retail / Package Wine & Malt Beverage License.

Staff Recommendation:

Approve the application for Retail/ Package Beer & Wine Beverage License for SF Markets, LLC located at 5130 Peachtree Pkwy, Ste 100, Peachtree Corners, GA 30092

Background:

Applicant submitted a completed application on May 16, 2014. Required advertising for the application was published in the Gwinnett Daily Post, the legal organ of the City, on August 8th and August 15th. 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

IGA for Service Delivery Strategy

STATE OF GEORGIA

COUNTY OF GWINNETT

INTERGOVERNMENTAL AGREEMENT FOR A SERVICE DELIVERY STRATEGY

THIS INTERGOVERNMENTAL AGREEMENT FOR A SERVICE DELIVERY STRATEGY is made and entered into this ___ day of June, 2014 by and between **GWINNETT COUNTY, GEORGIA**, a political subdivision of the State of Georgia (hereinafter referred to as "COUNTY"); and the **CITY OF PEACHTREE CORNERS**, a municipal corporation chartered by the State of Georgia (hereinafter referred to as "PEACHTREE CORNERS"); each of which has been duly authorized to enter into this AGREEMENT.

WITNESSETH:

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

WHEREAS, pursuant to Article 9, Section 3, Paragraph 1 of the Constitution of Georgia of 1983, Peachtree Corners and the County are authorized to contract with one another for a period not exceeding fifty (50) years for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, provided that such contracts must deal

with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide; and

WHEREAS, House Bill 575, enacted during the 2013 Legislative Session of the General Assembly, addressed the provision of certain services by Gwinnett County within Peachtree Corners by amending the City Charter to permit Peachtree Corners to remain in the County's special service districts for police, fire and emergency, and recreation services, and to allow Peachtree Corners to continue to be served by the County's Emergency 9-1-1 System; and

WHEREAS, the County and Peachtree Corners have entered into various intergovernmental agreements addressing the terms and conditions upon which the County would provide services within Peachtree Corners, including police services, fire and emergency medical services, recreation services, emergency 9-1-1 services, road resurfacing, road maintenance, stormwater services, ad valorem tax billing and collection, and the collection of hotel/motel and rental car taxes, the terms and conditions of said intergovernmental agreements being incorporated herein by reference; and

WHEREAS, the County and Peachtree Corners desire to reaffirm, restate and summarize, by way of reference herein, the terms and conditions upon which the County will provide services within Peachtree Corners; and

WHEREAS, the County and Peachtree Corners have duly authorized the execution of this Agreement;

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

1. Police Services

House Bill 575 provided that Peachtree Corners was deemed to be a part of the existing special service district located in Gwinnett County known as the Police Service District and expressly authorized the County to provide such services within Peachtree Corners. House Bill 575 further provided that the participation of Peachtree Corners in the Police Service District was subject to, and in accordance with, the existing terms and conditions of participation as established by the County with other participating cities.

On December 17, 2013, the County and Peachtree Corners entered into an Intergovernmental Agreement to Provide Police Services within the City of Peachtree Corners, the terms and conditions of said Intergovernmental Agreement, a copy of which is attached hereto as Exhibit "A", being incorporated herein by this reference. The said Intergovernmental Agreement provided

that the Police Service District shall include Peachtree Corners and that the County shall provide police services within Peachtree Corners subject to the same terms and conditions as set forth in the Intergovernmental Agreement between Gwinnett County and the Non-Police Cities (Berkeley Lake, Buford, Dacula, Grayson, Rest Haven and Sugar Hill) dated February 7, 2012.

2. Fire and Emergency Medical Services

House Bill 575 provided that Peachtree Corners was deemed to be a part of the existing special service district located in Gwinnett County known as the Fire and Emergency Medical Service District and expressly authorized the County to provide such services within Peachtree Corners. House Bill 575 further provided that the participation of Peachtree Corners in the Fire and Emergency Medical Service District was subject to, and in accordance with, the existing terms and conditions of participation as established by the County with other participating cities.

On December 17, 2013, the County and Peachtree Corners entered into an Intergovernmental Agreement to Provide Fire and Emergency Medical Services within the City of Peachtree Corners, the terms and conditions of said Intergovernmental Agreement, a copy of which is attached hereto as Exhibit "B", being incorporated herein by this reference. The said Intergovernmental Agreement provided that the Fire and Emergency

Medical Service District shall include Peachtree Corners and that the County shall provide fire and emergency medical services within Peachtree Corners subject to the same terms and conditions as set forth in the Intergovernmental Agreement between Gwinnett County and the other participating cities dated February 7, 2012.

3. Recreation Services

House Bill 575 provided that Peachtree Corners was deemed to be a part of the existing special service district located in Gwinnett County known as the Gwinnett County Recreation District, approved and created by the electors of Gwinnett County by referendum held on November 4, 1986, for the purpose of establishing and maintaining a county-wide parks and recreation system, and expressly authorized the County to provide such services within Peachtree Corners. House Bill 575 further provided that the participation of Peachtree Corners in the Gwinnett County Recreation District was subject to, and in accordance with, the existing terms and conditions of participation as established by Gwinnett County.

4. Emergency 9-1-1 Services

House Bill 575 provided that Peachtree Corners shall continue to be served by Gwinnett County's Emergency 9-1-1 System for the provision of emergency 9-1-1 services, including but not limited to, call-taking and emergency dispatch services,

and shall continue to be served by the existing public safety answering points established and operated by the County, all pursuant to the authority of the Georgia Emergency Telephone Number 9-1-1 Service Act of 1977. House Bill 575 further provided that Peachtree Corners shall not create or operate its own emergency 9-1-1 System or public safety answering point and shall not impose or collect a 9-1-1 charge from suppliers of telephone services, including local exchange telephone service or other telephone communication service, wireless service, prepaid wireless service, mobile telecommunications service, computer service, Voice over Internet Protocol service, or any technology that delivers or is required by law to deliver a call to a public safety answering point.

5. Road Resurfacing Services

On December 17, 2013, the County and Peachtree Corners entered into an Intergovernmental Agreement whereby the County agreed to provide certain road resurfacing services within Peachtree Corners, the terms and conditions of said Intergovernmental Agreement, a copy of which is attached hereto as Exhibit "C", being incorporated herein by this reference. The said Intergovernmental Agreement contemplated that the County and the City would enter into an agreement each calendar year to specifically identify the roads to be resurfaced for

each calendar year and the nature of the work to be completed on the said roads.

On April 29, 2014, the County and Peachtree Corners entered into a 2014 Intergovernmental Agreement to Provide Road Resurfacing, the terms and conditions of the said 2014 Intergovernmental Agreement, a copy of which is attached hereto as Exhibit "D", being incorporated herein by this reference. The said 2014 Intergovernmental Agreement provides that Peachtree Corners shall provide the County with a list of roads that it desires to be resurfaced in calendar year 2014, including the specific resurfacing work that Peachtree Corners desires to be completed on each listed road. The said 2014 Intergovernmental Agreement further provides that Peachtree Corners shall reimburse the County for 100% of the actual costs of the road resurfacing work and inspection.

6. Road Maintenance Services

On December 17, 2013, the County and Peachtree Corners entered into an Interim Intergovernmental Agreement to Provide Road Maintenance, the terms and conditions of the said 2014 Intergovernmental Agreement, a copy of which is attached hereto as Exhibit "E", being incorporated herein by this reference. The said Interim Intergovernmental Agreement provides generally that in return for certain monthly payments the County shall

provide routine maintenance to Peachtree Corners' residential roads as listed in the Interim Intergovernmental Agreement.

7. Stormwater Services

On December 17, 2013, the County and Peachtree Corners entered into an Intergovernmental Agreement whereby the County agreed to provide certain stormwater management systems, facilities and services within Peachtree Corners, the terms and conditions of said Intergovernmental Agreement, a copy of which is attached hereto as Exhibit "F", being incorporated herein by this reference. The said Intergovernmental Agreement contemplated that the County, through its stormwater utility, would provide the same stormwater management systems, facilities, and services within the boundaries of Peachtree Corners as it does in the unincorporated area of the County.

8. Ad Valorem Tax Billing and Collection Services

Peachtree Corners is authorized to collect taxes and has the authority to contract with the County and the Tax Commissioner of Gwinnett County pursuant to sections 1.12(a)(27), 6.10, 6.11, 6.18, 6.27 and 8.11(e) and (f) of its City Charter. On May 14, 2013, the County, Peachtree Corners, and Richard K. Steele, the Tax Commissioner of Gwinnett County, entered into an Agreement for Ad Valorem Tax Billing and Collection, the terms and conditions of said Agreement, a copy of which is attached hereto as Exhibit "G", being incorporated

herein by this reference. The said Agreement provided generally that the Tax Commissioner shall be responsible for the collection of Peachtree Corner'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 issuing executions, levying upon properties, conducting tax sales, and pursuing collections through Bankruptcy Court. In return, the Agreement provided that Peachtree Corners would pay the Tax Commissioner the actual cost associated with the collection of taxes on behalf of Peachtree Corners.

9. Collection of Hotel/Motel and Rental Car Taxes

On July 16, 2013, the County and Peachtree Corners entered into An Amendment to the Intergovernmental Agreement for the Provision of Zoning Review and Permitting Services, the terms and conditions of said Amendment, a copy of which is attached hereto as Exhibit "H", being incorporated herein by this reference. The said Amendment provided generally that hotel/motel and rental car taxes collected from facilities within Peachtree Corners would be preserved for use in satisfying the previously incurred bonded indebtedness on the Gwinnett County Civic Center, Arena and Stadium, and that Peachtree Corners would not exercise the power to impose a

hotel/motel or rental car tax until such time as these debts are paid in full. The said Amendment further provided that the County would impose excise taxes within the corporate limits of Peachtree Corners and that the use and distribution of such taxes would be as provided by law.

10. Other Countywide Services

The County shall provide the following Countywide local government services, for the benefit of residents, businesses, and property owners of the unincorporated area of the County and Peachtree Corners:

- Chairman and District Commissioners
- Clerk of the Commission
- Comprehensive Long-Range Planning
- Economic Development
- Community Services
- Elections
- Corrections
- Animal Welfare & Enforcement
- Homeland Security/Emergency Management
- Probation
- Clerk of Court
- District Attorney
- Judiciary
- Juvenile Court
- Probate Court

Judges, Other Than Recorder's Court Judges

Sheriff

Solicitor General (portion not attributable to Recorder's Court)

Tax Commissioner

Tax Assessor

Non-Departmental Expenses

Subsidized Agencies

Parks and Recreation within the previously created county wide special service district

Transportation

Contributions to Capital Funds for Capital Improvements

Indigent Defense and Medical Care

Transit

Forestry

Inmate Housing and Medical Care

Graffiti Removal

Libraries

Medical Examiner

Pauper Burial

Chemical/Biological Hazard Disposal

800 MHz Radio

These services may be expanded or contracted to best meet the needs of the community and population. The County shall provide these services equitably for the benefit of residents,

businesses, and property owners of the unincorporated area of the County and Peachtree Corners. The County shall retain its discretion to begin, modify, or discontinue the above services as the County finds necessary to meet its obligations and statutory responsibilities and as deemed to be in the best interest of County and Peachtree Corners' taxpayers, residents and businesses from time to time.

11. In the event of a conflict between any of the terms and conditions as stated in this Intergovernmental Agreement and any of the terms and conditions as previously stated in an existing intergovernmental agreement between the parties referenced herein, the terms and conditions of the existing intergovernmental agreement referenced herein shall be controlling.

12. The Parties acknowledge that the terms of this Agreement constitute the entire understanding and agreement of the Parties regarding the subject matter, rights and remedies of this Agreement.

13. If a court of competent jurisdiction renders any provision of this Agreement (or a portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision shall be severed, and the remainder of this Agreement will continue in full force and effect as if the invalid

provision or portion of the provision were not part of this Agreement.

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

- a. If to the City Peachtree Corners:

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

- b. If to Gwinnett County:

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

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

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

(Signatures on following pages)

ATTEST:

CITY OF PEACHTREE CORNERS

By: _____
KYM CHERECK
CITY CLERK
CITY OF PEACHTREE CORNERS

By: _____
MIKE MASON, MAYOR
DATE: _____

[SEAL]

APPROVED AS TO FORM:

By: _____
BILL RILEY
CITY ATTORNEY

ATTEST:

GWINNETT COUNTY, GEORGIA

By: _____
DIANE KEMP
COUNTY CLERK

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

[SEAL]

DATE: _____

APPROVED AS TO FORM:

By: _____
WILLIAM J. LINKOUS, III
COUNTY ATTORNEY
GWINNETT COUNTY DEPARTMENT OF LAW
75 LANGLEY DRIVE
LAWRENCEVILLE, GEORGIA 30046

SCHEDULE FOR THE REVIEW OF, AND ANY NECESSARY REVISIONS TO,
THE GWINNETT COUNTY SERVICE DELIVERY STRATEGY

Preparation of Intergovernmental Agreement between Peachtree Corners and Gwinnett County to bring Peachtree Corners within any remaining applicable matters contained in the Final Consent Order that established a Gwinnett County Service Delivery Strategy	July 31, 2014
Approval and execution of the IGA by Peachtree Corners	August 19, 2014
Approval and execution of the IGA by Gwinnett County	August 26, 2014
Drafting amended SDS Form 2s and creating new maps	September 12, 2014
Providing a completed set of Form 2s to all cities located wholly or partially in Gwinnett County for review	September 15, 2014
Obtaining Peachtree Corners' approval and execution of SDS Form 4	October 22, 2014
Obtaining Gwinnett County's approval and execution of SDS Form 4	October 29, 2014
Providing IGA, Form 2s, and Form 4 to DCA	October 31, 2014

Department of Law



75 Langley Drive • Lawrenceville, GA 30046-6935
Tel 770.822.8700 • Fax 770.822.8790
www.gwinnettcountry.com

July 30, 2014

gwinnettcountry

William F. Riley
City Attorney for the City of Peachtree Corners
Riley McClendon, LLC
315 Washington Avenue
Marietta, Georgia 30060

Re: Intergovernmental Agreement to Bring Peachtree Corners Within the
Gwinnett County Service Delivery Strategy

Dear Bill:

Pursuant to our recent conversations, we met with Julian Jackson this afternoon to discuss the proposed Intergovernmental Agreement for a Service Delivery Strategy. This Agreement would bring the City of Peachtree Corners within the Gwinnett County Service Delivery Strategy. The parties to the Agreement are the City of Peachtree Corners and Gwinnett County. Gwinnett's remaining cities will sign a separate acknowledgement that they have received a copy of the IGA and that the Gwinnett County Service Delivery Strategy continues to accurately reflect the service delivery arrangements and contracts into which each jurisdiction has entered.

I am enclosing a copy of the proposed IGA, as well as a proposed schedule for approval of the IGA and associated submittals to the Department of Community Affairs, for your review. The IGA incorporates the many Intergovernmental Agreements that Peachtree Corners and the County have already executed. The proposed IGA also includes the same terms to which all other Gwinnett cities have agreed in the Consent Order that formulated the Gwinnett County Service Delivery Strategy. The County requests that the City of Peachtree Corners approve the IGA during its meeting on August 19th. The County plans to approve the IGA on August 26th.

If you have questions with regard to this correspondence, please don't hesitate to contact me at (770) 822-8700.

Sincerely,

William J. Linkous, III
County Attorney

C: Charlotte J. Nash
Glenn Stephens
Julian Jackson

IGA with the City of Johns Creek

**INTERGOVERNMENTAL AGREEMENT
FOR FACILITATION OF PUBLIC SERVICES
between
THE CITY OF JOHNS CREEK, GEORGIA AND
THE CITY OF PEACHTREE CORNERS, GEORGIA**

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

WHEREAS, the cities of Johns Creek and Peachtree Corners are dutifully constituted municipalities with adjoining borders on several sides of their geographical boundaries; and

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 City Johns Creek Charter Section 1.12(a), Johns Creek “shall have all the powers possible for a city to have under the present or future Constitution and laws of this state as fully and completely as though they were specifically enumerated in this Charter...;”

WHEREAS, pursuant to the Peachtree Corners Charter Section 1(b), Peachtree Corners is a limited-services city able to “exercise the powers ... of planning and zoning, code adoption and enforcement, and solid waste management services and those items directly related to the provision of such services for the general administration of the city in providing such services;”

WHEREAS, pursuant to the City of Peachtree Corners Charter Section 1(d), Peachtree Corners may, “without the need for a referendum, enter into agreements with other governmental entities ... to provide for any services not currently authorized by this charter by necessary for the general health, safety, and welfare of the citizens;”

WHEREAS, Johns Creek previously bid for contracted vendors and awarded the bids to OPERATIONS MANAGEMENT, INC. d/b/a CH2M HILL and OPTECH RWN, LLC (the “Contractors”);

WHEREAS, Peachtree Corners intends enter into a separate agreement with OPERATIONS MANAGEMENT, INC. d/b/a CH2M HILL to serve the public needs of the citizens; the cities of Johns Creek and Peachtree Corners mutually desire Johns Creek to provide public works to serve the public needs of citizens in Peachtree Corners and protect the safety, health, and welfare of the citizens of Peachtree Corners;

WHEREAS, the cities of Johns Creek and Peachtree Corners mutually and jointly desire and intend to enter into this Agreement relating to the Contractors; and

WHEREAS, the cities of Johns Creek and Peachtree Corners are authorized to enter into this Intergovernmental Agreement by the Constitution of the State of Georgia, and their respective charters.

NOW THEREFORE, in consideration of the following mutual obligations, the cities of Johns Creek and Peachtree Corners agree as follows:

ARTICLE I - OBLIGATIONS OF JOHNS CREEK

1.1 Johns Creek shall, through its Contractors provide technology, equipment, materials, labor, skill, and personnel to carry out and complete in a good, firm, substantial, and workmanlike manner the repairs, maintenance, and services needed for public works by the citizens of Peachtree Corners.

1.2 The general scope of work provided by Contractors will be to provide, repair, and maintain public works for the needs and safety of the citizens of Peachtree Corners in accordance with contracts between Contractors and Peachtree Corners.

1.3 Throughout the term of this Agreement, Johns Creek shall make its Contractors available to Peachtree Corners for the maintenance of its public works projects and services, unless otherwise agreed to by Peachtree Corners and Johns Creek in writing.

ARTICLE II – OBLIGATIONS OF PEACHTREE CORNERS

2.1 Peachtree Corners shall separately contract with OPERATIONS MANAGEMENT, INC. d/b/a CH2M HILL to serve the public needs of its citizens.

2.2 Peachtree Corners shall pay directly to Contractors all payments coming due pursuant to the contracts between Contractors and Peachtree Corners.

ARTICLE III – TERM OF AGREEMENT

3.1 The initial term of this Agreement is for a period commencing _____ at 0000 hours and concluding at 2400 hours on _____. Beginning on the date of termination of this Agreement and continuing thereafter, Peachtree Corners shall have the responsibility to provide, repair, and maintain public works for the citizens of Peachtree Corners in the manner contemplated by §1.12(d) of the Charter of Peachtree Corners, Georgia.

ARTICLE IV – INDEPENDENT PERSONNEL

4.1 It is the intent of this Agreement that the personnel of the Johns Creek Public Works Department, or its contracted vendors, providing services to Peachtree Corners pursuant to this Agreement continue to be full employees of the Contractors and shall not be considered employees or agents of Peachtree Corners for the purposes of any liability and/or salary and benefits for any period of time when personnel of Johns Creek are used by Peachtree Corners for construction, maintenance, repairs, and services pursuant to this Agreement.

ARTICLE V - NOTICES

5.1 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 Manager
City of Johns Creek
12000 Findley Road
Johns Creek, GA 30097
_____, Office number
Facsimile number: 678-512-3199

With a copy to:

City Attorney
City of Johns Creek

If to Peachtree Corners:

City Manager
City of Peachtree Corners

Facsimile number: _____

With a copy to:

City Attorney
City of Peachtree Corners

ARTICLE VI - ASSIGNMENT

6.1 Neither party shall assign any of the obligations or benefits of this Agreement without prior consent.

ARTICLE VII – INDEMNIFICATION

7.1 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, Peachtree Corners shall defend, indemnify and hold harmless Johns Creek and its officers, employees, or agents from any and all liability, losses or damages, including attorneys’ fees and costs of defense, which Johns Creek 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 Johns Creek, its employees, officers and agents. Peachtree Corners shall promptly notify Johns Creek of each claim, cooperate with Johns Creek in the defense and resolution of each claim and not settle or otherwise dispose of the claim without Johns Creek’s participation.

ARTICLE VIII – MISCELLANEOUS PROVISIONS

8.1 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. All parties must sign any amendments to this Agreement.

8.2 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 party institute suit concerning this Agreement, venue shall be in the Superior Court of Gwinnett, Georgia. 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.

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

8.4 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.

8.5 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, Johns Creek and Peachtree Corners have executed this Agreement through their duly authorized officers.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the City and City have executed this Agreement through their duly authorized officers on the day and year first above written.

CITY OF PEACHTREE CORNERS, GEORGIA

Mike Mason
Mayor

Approved as to Form:

Kym Chereck
City Clerk
(SEAL)

William F. Riley
City Attorney

CITY OF JOHNS CREEK, GEORGIA

Michael Bodker
Mayor

Approved as to Form:

Joan Jones
City Clerk
(SEAL)

Richard Carothers
Acting City Attorney

02014-08-30

**New Church of
Atlanta**

**AN ORDINANCE TO AMEND THE CITY OF PEACHTREE CORNERS ZONING MAP
PURSUANT TO SUP2014-003, NEW CHURCH OF ATLANTA, REQUEST FOR A
SPECIAL USE PERMIT ON A 2.9 ACRE PARCEL ZONED M-1 (LIGHT INDUSTRY)
TO ALLOW CHURCH USES WITHIN AN EXISTING OFFICE BUILDING AT 2865
AMWILER ROAD IN LAND**

WHEREAS: Notice to the public regarding said modification to conditions of zoning has been duly published in The Gwinnett Daily Post, the Official News Organ of Peachtree Corners; and

WHEREAS: Public Hearings were held by the Mayor and City Council of Peachtree Corners on August 19, 2014 and September 16, 2014;

NOW THEREFORE, The Mayor and City Council of the City of Peachtree Corners while in Regular Session on September 16, 2014 hereby ordain and approve the Zoning Case SUP2014-003, New Church of Atlanta, for the above referenced property with the following enumerated conditions:

1. Required inspections and interior finish permits shall be obtained before occupancy.
2. The three (3) parcels owned by the church shall be combined into one tax parcel (6-250-050, 6-250-060, 6-250-062)

Effective this 16th day of September, 2014.

So signed and Witnessed

Approved :

this _____ day of _____, 2014

Attest:

Kymberly Chereck, City Clerk

Mike Mason, Mayor